



CITY COUNCIL MEETING

January 08, 2020 at 6:30 PM

City Council Chambers, 16 Colomba Rd.

DeBary, Florida 32713

AGENDA

CALL TO ORDER

Invocation

Flag Salute

ROLL CALL

COMMITTEE REPORTS

PUBLIC PARTICIPATION: For any items **NOT ON THE AGENDA**, citizen comments are limited to three (3) minutes per speaker. For items **ON THE AGENDA**, citizen comments are limited to five (5) minutes per speaker. Speakers will be called when the item is introduced for discussion.

APPROVAL OF MINUTES

- [1.](#) Regular City Council Meeting October 2, 2019
- [2.](#) Special City Council Meeting October 16, 2019
- [3.](#) Regular City Council Meeting November 6, 2019
- [4.](#) Special City Council Meeting November 20, 2019
- [5.](#) Executive Session December 4, 2019
- [6.](#) Regular City Council Meeting December 4, 2019
- [7.](#) Special City Council Meeting December 18, 2019

ADDITIONS, DELETIONS OR AMENDMENTS TO THE AGENDA

PRESENTATIONS

Proclamation: Human Trafficking Prevention Month - Human Trafficking Awareness Day

CONSENT AGENDA

- [8.](#) Respectfully request approval of generator maintenance contract.
- [9.](#) The Parks and Recreation Department is requesting Council approve the attached grant application submitted by the DeBary Volunteer Firefighter's Association. The DeBary Volunteer Firefighter's are requesting a matching grant of \$500 from the City of DeBary for their Hoses and Hotrods event taking place at Gemini Springs Park on Saturday, February 29, 2020.

PUBLIC HEARINGS

GROWTH MANAGEMENT AND DEVELOPMENT

- [10.](#) Approve Surface Easement Agreement/Settlement Agreement for South Shell Road.

NEW BUSINESS

11. City Manager is requesting City Council to award the Construction Contract for Bid No. 01-20, Small Scale Stormwater Improvement Project No. 6, to the lowest responsive and responsible Bidder, TS&C Construction Services of Florida, LLC.

12. The Parks and Recreation Department is requesting the City Council award Bid Number 02-20R River City Nature Park Restroom Addition to Phifer Industries, Inc. for the amount of \$174,344 plus a 6% contingency in the amount of \$10,460.64 for a cost of \$184,804.64.

INFORMATIONAL ITEMS

COUNCIL MEMBER REPORTS / COMMUNICATIONS

Board/Committee Appointments

Member Reports/ Communications

- A. Mayor and Council Members
- B. City Manager
- C. City Attorney

DATE OF UPCOMING MEETING / WORKSHOP

Special City Council Meeting January 22, 2020, at 6:30 p.m.

ADJOURN

If any person decides to appeal any decision made by the City Council with respect to any matter considered at this meeting or hearing he/she will need a record of the proceedings, and for such purpose he/she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based (FS 286.0105).

Individuals with disabilities needing assistance to participate in any of these proceedings should contact the City Clerk at least three (3) working days in advance of the meeting date and time at (386) 668-2040.



REGULAR CITY COUNCIL MEETING

October 02, 2019 at 6:30 PM

City Council Chambers, 16 Colomba Rd.

DeBary, Florida 32713

MINUTES

CALL TO ORDER: Mayor Chasez called the meeting to order at 6:38 p.m.

Invocation

Flag Salute

ROLL CALL: Mayor Chasez, Vice-Mayor Benfield, and Council Members Bacon, Butlien and Stevenson are present.

Others present: Carmen Rosamonda, City Manager; Rick Geller, City Attorney; Elizabeth Bauer, Finance Director; Matt Boerger, Growth Management Director; Eric Frankton, IT Director; David Hamstra, Stormwater Engineer; Roger VanAuker, TOD Director; Alan Williamson, Public Works Director; and Annette Hatch, City Clerk.

COMMITTEE REPORTS: Volusia Growth Management Commission Update. Sid Vihlen, Jr. gave an update and provided Council with a copy of the 2019-20 VGMC Budget; a copy of which is attached to these minutes.

PUBLIC PARTICIPATION: For any items **NOT ON THE AGENDA**, citizen comments are limited to three (3) minutes per speaker. For items **ON THE AGENDA**, citizen comments are limited to five (5) minutes per speaker. Speakers will be called when the item is introduced for discussion.

William Sell, Morton Culligan, Terri Hoag, and Marianne Ruggles addressed the Council regarding Items not on the agenda.

APPROVAL OF MINUTES: Motion by Vice-Mayor Benfield to approve the minutes from the September 18, 2019 and September 25, 2019, City Council meetings. Seconded by Council Member Butlien. Motion passed unanimously.

ADDITIONS, DELETIONS OR AMENDMENTS TO THE AGENDA: The City Manager requested Item No. 6 under the Consent Agenda be removed from the Consent Agenda to allow for public participation. It was the consensus of Council to remove Item No. 6 from the Consent Agenda and hear the item immediately after the Consent Agenda.

PRESENTATIONS: Megan Martin, Be Floridian Now Coordinator, Environmental Management Division, Volusia County, gave a presentation on the proper use and timing of fertilizers.

CONSENT AGENDA:

Requesting the City Council to approve the Engagement Letter with BMC CPAs to conduct the annual audits for fiscal years ended September 30, 2019 and 2020.

Approval of Annual Contract for Animal Sheltering Services by Halifax Humane Society.

Approval of Annual Contract for Animal Sheltering Services by Southeast Volusia Humane Society, Inc.

Motion by Council Member Butlien to approve the Consent Agenda. Seconded by Council Member Bacon. Motion passed unanimously.

Approve renewal of Team Volusia contract for fiscal year 2019/2020.

Keith Norden, Chris Wimsatt, and John Wanamaker of Team Volusia addressed Council.

Morton Culligan and William Sell addressed the Council.

Motion by Council Member Butlien to approve the renewal of the Team Volusia contract for fiscal year 2019/2020. Seconded by Vice-Mayor Benfield. Motion passed unanimously.

PUBLIC HEARINGS

Staff is requesting approval of the second reading of Ordinance #03-19 amending the City's 2019 Five-Year Capital Improvement Program (CIP).

The City Attorney read Ordinance No. 03-19 into the record and outlined the changes based on Council budget meetings.

No one addressed Council.

Motion by Council Member Butlien to approve the second reading of Ordinance No. 03-19. Seconded by Council Member Stevenson. Motion passed unanimously.

GROWTH MANAGEMENT AND DEVELOPMENT: None.

OLD BUSINESS: None.

NEW BUSINESS: None.

INFORMATIONAL ITEMS: None.

COUNCIL MEMBER REPORTS / COMMUNICATIONS:

Board/Committee Appointments: Appointment of Jennifer Eve to the City's Historic Preservation Advisory Board. Motion by Vice-Mayor Benfield to approve the appointment of Jennifer Eve. Seconded by Council Member Stevenson. Motion passed unanimously.

Member Reports/ Communications

- A. Mayor and Council Members: It was the consensus of the Council that Council Member Butlien head the 2020 Census for the City of DeBary.
- B. City Manager
- C. City Attorney

DATE OF UPCOMING MEETING / WORKSHOP

- Special City Council Meeting October 16, 2019, 6:30 p.m.
- Regular City Council Meeting November 6, 2019, 6:30 p.m.

ADJOURN: The meeting was adjourned at 8:25 p.m.

APPROVED:

**CITY COUNCIL
CITY OF DEBARY, FLORIDA**

Karen Chasez, Mayor

Annette Hatch, City Clerk

2019-20 VGMC Budget

| Object Code | Short Description | County Recommendation |
|-------------|-------------------|-----------------------|
| 1201 | Salaries | \$27,650.00 |
| 2100 | FICA | \$2,132.00 |
| 2200 | Retirement | \$2,368.00 |
| 2301 | Group Insurance | \$4,500.00 |
| 2302 | Life Insurance | \$308.00 |
| 2303 | Dental | \$176.00 |
| | Personal Services | \$37,134.00 |

| | | |
|------|----------------------|--------------|
| 3101 | Legal Expenses | \$0.00 |
| 3320 | Comm. Fees | \$250.00 |
| 3400 | Contract Services | \$130,000.00 |
| 3710 | Computer Replacement | \$816.00 |
| 3810 | Training & Education | \$200.00 |
| 3820 | Registration Fees | \$250.00 |
| 4000 | Travel | \$4,410.00 |
| 4100 | Communications | \$600.00 |
| 4211 | Postage - CNTY | \$1,500.00 |
| 4250 | Mileage | \$300.00 |
| 4400 | Rent | \$9,000.00 |
| 4510 | Insurance-Liability | \$281.00 |
| 4701 | Printing C/R | \$500.00 |
| 4711 | Copying - C/R | \$1,000.00 |
| 4910 | Legal Ads | \$4,000.00 |
| 5100 | Office Supplies | \$1,000.00 |
| 5102 | Office Equipment | \$500.00 |
| 5230 | Food & Dietary | \$500.00 |
| | Operating | \$155,107.00 |

| | | |
|--|--------------|---------------------|
| | TOTAL | \$192,241.00 |
|--|--------------|---------------------|

VGMC ROLL CALL VOTE

Date: _____

MOTION:

| | Member | City Population | Percentage | Vote Yes No | |
|----------------------|---------------------|--------------------|---------------|----------------|--|
| DAYTONA BEACH | Doug Gutierrez | 66,267 | 12.49% | | |
| DAYTONA BEACH SHORES | Larry Saffer | 4,294 | .81% | | |
| DeBARY | Sid Vihlen Jr. | 20,774 | 3.91% | | |
| DeLAND | Mary Swiderski | 34,106 | 6.42% | | |
| DELTONA | Sandy Lou Gallagher | 91,007 | 17.14% | | |
| EDGEWATER | Teresa Pope | 23,319 | 4.39% | | |
| HOLLY HILL | Loretta Arthur | 11,958 | 2.25% | | |
| LAKE HELEN | Joseph Hammett | 2,752 | 0.52% | | |
| NEW SMYRNA BEACH | Vacant | 26,407 | 4.97% | | |
| OAK HILL | Vacant | 1,997 | 0.37% | | |
| ORANGE CITY | Robert Storke | 11,720 | 2.21% | | |
| ORMOND BEACH | Harold Briley | 41,140 | 7.75% | | |
| PIERSON | Vacant | 1,760 | 0.33% | | |
| PONCE INLET | Paul Manning | 3,111 | 0.58% | | |
| PORT ORANGE | Debbie Connors | 61,009 | 11.49% | | |
| SOUTH DAYTONA | Christy Gillis | 12,703 | 2.39% | | |
| UNINCORPORATED AREA | | 116,738 | 21.98% | | |
| | Thomas Wright | | 4.396% | | |
| | Jon Greene | | 4.396% | | |
| | Daniel Robins | | 4.396% | | |
| | Jack Surrette | | 4.396% | | |
| | John Samuelson | | 4.396% | | |
| TOTAL: | | 531,062 | 100.0% | | |

Affirmative votes required:
 Total weighted vote required:

RESULT:



SPECIAL CITY COUNCIL MEETING

October 16, 2019 at 6:30 PM

City Council Chambers, 16 Colomba Rd.

DeBary, Florida 32713

MINUTES

CALL TO ORDER: Mayor Chasez called the meeting to order at 6:31 p.m.

Invocation

Flag Salute

ROLL CALL: Mayor Chasez, Vice-Mayor Benfield, and Council Members Bacon, Butlien and Stevenson are present.

Others present: Carmen Rosamonda, City Manager; Kurt Ardaman, City Attorney; Elizabeth Bauer, Finance Director; Matt Boerger, Growth Management Director; Eric Frankton, IT Director; David Hamstra, Stormwater Engineer; Kevin Hare, Construction Engineer; Roger Van Auker, TOD Director; and Alan Williamson, Public Works Director.

PUBLIC PARTICIPATION FOR ANY ITEMS ON THE AGENDA (Citizen comments are limited to five (5) minutes per speaker. Speakers will be called when the item is introduced for discussion.)

ADDITIONS, DELETIONS OR AMENDMENTS TO THE AGENDA: None.

CONSENT AGENDA:

City Manager is requesting the Mayor and City Council to authorize the City Attorney and City Manager to approve Task Order No. 2015-35 with Pegasus Engineering, LLC and their Subconsultant (Environmental Research & Design, Inc.) in order to perform the Lake Monitoring Program, in an amount not-to-exceed \$51,921.36.

City Manager is requesting City Council to award the Contract for Construction for Bid No. 13-19, Demolition Services, to the lowest responsive and responsible bidder, ADVANCED DEMOLITION, LLC.

Motion by Council Member Butlien to approve the Consent Agenda. Seconded by Council Member Stevenson. Motion passed unanimously.

PUBLIC HEARINGS

The Applicants, Judy and Eric Mumford, are requesting approval of Resolution No. 2019-21 to vacate a portion of the Hawkcrest Court cul-de-sac right-of-way in the DeBary Plantation Residential Planned Unit Development.

The City Attorney read the Resolution into the record.

Staff briefly reviewed the request.

Stanley Townsend, counsel for the applicant, briefly addressed Council.

Motion by Council Member Butlien to approve Resolution No. 2019-21, to vacate a portion of Hawkcrest Court cul-de-sac right-of-way. Seconded by Council Member Stevenson. Motion passed unanimously.

GROWTH MANAGEMENT AND DEVELOPMENT

Reader & Partners, LLC, is requesting the City Council to approve a Proportionate Fair Share Agreement as part of the Rivington development project.

Staff reviewed the report.

Dean Barbarie, Reader & Partners, LLC, addressed Council.

Motion by Council Member Butlien to approve the Proportionate Fair Share Agreement as part of the Rivington Development project subject to the six conditions listed in Exhibit C of the agreement. Seconded by Council Member Bacon. Motion passed unanimously.

Staff is requesting the City Council to consider approval of a proposed TOD Joint Marketing Agreement between the City of DeBary and multiple property owners within the TOD core area.

The City Manager and staff presented the “DeBary Main Street” concept, along with examples of other successful “main street” projects.

No one addressed Council on this item.

Motion by Council Member Butlien to approve the proposed Joint Marketing Agreement and to allocate \$80,000 for staff to develop an overall development plan for the subject site.

Seconded by Council Member Stevenson. Motion passed unanimously.

COUNCIL MEMBER REPORTS / COMMUNICATIONS

Member Reports/ Communications

- A. Mayor and Council Members
- B. City Manager
- C. City Attorney

DATE OF UPCOMING MEETING / WORKSHOP

- Regular City Council Meeting November 6, 2019 at 6:30 p.m.

ADJOURN: The meeting was adjourned at 8:32 p.m.

APPROVED:

**CITY COUNCIL
CITY OF DEBARY, FLORIDA**

Karen Chasez, Mayor

Annette Hatch, City Clerk



REGULAR CITY COUNCIL MEETING

November 06, 2019 at 6:30 PM

City Council Chambers, 16 Colomba Rd.

DeBary, Florida 32713

MINUTES

CALL TO ORDER: Mayor Chasez called the meeting to order at 6:31 p.m.

Invocation

Flag Salute

ROLL CALL: Mayor Chasez, Vice-Mayor Benfield, and Council Members Bacon, Butlien and Stevenson are present.

Others present: Carmen Rosamonda, City Manager; Kurt Ardaman, City Attorney; Elizabeth Bauer, Finance Director; Matt Boerger, Growth Management Director; Eric Frankton, IT Director; David Hamstra, Stormwater Engineer; Kevin Hare, Construction Engineer; Roger Van Auken, TOD Director; Alan Williamson, Public Works Director; and Annette Hatch, City Clerk.

COMMITTEE REPORTS: None.

PUBLIC PARTICIPATION: For any items **NOT ON THE AGENDA**, citizen comments are limited to three (3) minutes per speaker. For items **ON THE AGENDA**, citizen comments are limited to five (5) minutes per speaker. Speakers will be called when the item is introduced for discussion.

Morton Culligan, Scott Mackenzie, David Walstrom, Christopher Jones and William Mares addressed the Council regarding items not on the agenda.

APPROVAL OF MINUTES: None.

ADDITIONS, DELETIONS OR AMENDMENTS TO THE AGENDA: None.

PRESENTATIONS: Mayor Chasez read a proclamation proclaiming November as National Adoption Month.

CONSENT AGENDA:

City Manager is requesting the Mayor and City Council to authorized the City Attorney and City Manager to approved Task Order No. 2015-46 with Pegasus Engineering in order to provide final-design services associated with the 273-284 Valencia Road Drainage Improvements project.

City Manager is requesting Council permission to dispose of the artificial Christmas Tree, asset number 630.

Approve Locally Funded Agreement Between State of Florida Department of Transportation and The City of DeBary.

Motion by Council Member Butlien to approve the Consent Agenda. Seconded by Council Member Stevenson. Motion passed unanimously.

PUBLIC HEARINGS:

To approve the second reading of Ordinance 11-19 for a major amendment to the Crossing on Enterprise (Ayra ALF), Business Planned Unit Development (BPUD).

Mayor Chazese informed those in attendance that this was a quasi-judicial hearing and explained the procedures that would be followed.

Disclosure of ex parte communication: There were none.

The City Attorney read the Ordinance into the record.

All witnesses were sworn in by the City Clerk.

Staff briefly reviewed the project.

The applicant briefly described the request to reduce the structure from 3 stories to 2 stories.

No one addressed Council on this item.

Motion by Council Member Butlien to approve the second reading of Ordinance No. 11-19 for the Crossing on Enterprise. Seconded by Council Member Bacon. Motion passed unanimously.

KBC Development (DeBary Commerce Park), is requesting approval of the second reading of Ordinance 09-19, allowing for a Future Land Use Map Amendment from General Office to Industrial/Service.

The City Attorney read the Ordinance into the record.

Staff briefly reviewed the project.

No one addressed Council on this item.

Motion by Council Member Stevenson to approve the second reading of Ordinance No. 09-19 for KBC Development (DeBary Commerce Park) allowing for a Future Land Use Map Amendment from General Office to Industrial/Service. Seconded by Vice-Mayor Benfield. Motion passed unanimously.

KBC Development (DeBary Commerce Park), is requesting approval of the second reading of Ordinance 10-19, allowing for a rezoning from General Commercial B-4 and General Office B-9 to a Mixed-Use Planned Unit Development.

Mayor Chasez informed those in attendance that this was a quasi-judicial hearing and explained the procedures that would be followed.

Disclosure of ex parte communications: There were none.

The City Attorney read the Ordinance into the record.

All witnesses were sworn in by the City Clerk.

Staff briefly reviewed the project.

The applicant briefly described the request.

No one addressed Council on this item.

Motion by Council Member Butlien to approve the second reading of Ordinance No. 10-19 for KBC Development (DeBary Commerce Park) allowing for a rezoning from General Commercial B-4 and General Office B-9 to a Mixed-Use Planned Unit Development. Seconded by Council Member Bacon. Motion passed unanimously.

GROWTH MANAGEMENT AND DEVELOPMENT:

Jerome Henin of the Henin Group is seeking final plat approval for Springview Woods, Phase 3, which consists of lots 99-147.

Staff briefly reviewed the project.

No one addressed Council on this item.

Motion by Council Member Bacon to approve the final plat for Springview Woods, Phase 3. Seconded by Council Member Butlien. Motion passed unanimously.

OLD BUSINESS: None.

NEW BUSINESS:

City Manager is requesting City Council approval of Resolution 2019-22 regarding website accessibility.

The City Attorney read the Resolution into the record.

The City Manager briefly described the City's website accessibility changes.

No one addressed Council on this item.

Motion by Council Member Stevenson to approve Resolution No. 2019-22 regarding website accessibility. Seconded by Vice-Mayor Benfield. Motion passed unanimously.

City Manager is requesting City Council to (1) Award Bid No. 12-19, Small Scale Stormwater Improvement Project No. 5, to the lowest responsive and responsible bidder, (2) approve Pegasus Engineering, LLC, Task Order No. 2015-45 for post design engineering services, and (3) approve KHARE Construction Services, LLC, Task Order No. 1119-01 for Construction Management Services.

Staff briefly described the bid selection process.

Carol Essrick addressed Council.

Motion by Vice-Mayor Benfield to approve Award Bid No. 12-19, Small Scale Stormwater Improvement Project No. 5, to the lowest responsive and responsible bidder, Gregory Construction, Inc., for the bid amount of \$168,432 with a contingency budget of 6% and the cost for Pegasus Engineering, LLC, Task Order No. 2015-45 for post engineering services in the amount of \$7,500, and the cost for KHARE Construction Services, LLC, Task Order No. 1119-01 for construction management services in the amount of \$19,800. Seconded by Council Member Stevenson. Motion passed unanimously.

Mayor Chalez called a recess at 7:40 p.m.

Mayor Chalez reconvened the meeting at 7:50 p.m.

City Manager is requesting approval of Resolution 2019-23, establishing a Charter Review Commission.

The City Attorney read the Resolution into the record.

The City Manager outlined the review requirements based on the City Charter. He also discussed a tentative timeline for the review process.

No one addressed Council on this item.

Motion by Council Member Butlien to approve Resolution No. 2019-23, establishing a Charter Review Commission. Seconded by Council Member Stevenson. Motion passed unanimously.

City Manager is requesting City Council to approve contract amendment extending event services of Community Event Organizers (CEO) for the 2020 July 4th event.

The City Manager briefly reviewed the agreement.

No one addressed Council on this item.

Motion by Council Member Butlien to approve the contract amendment extending event services of Community Event Organizers (CEO) for the 2020 July 4th event. Seconded by Vice-Mayor Benfield. Motion passed unanimously.

City Manager is requesting City Council to approve contract amendment extending fireworks services of Xtreme FX, LLC, for the 2020 July 4th event.

The City Manager briefly reviewed the agreement.

No one addressed Council on this item.

Motion by Council Member Butlien to approve the contract amendment extending fireworks services of Xtreme FX, LLC, for the 2020 July 4th event. Seconded by Council Member Bacon. Motion passed unanimously.

INFORMATIONAL ITEMS: None.

COUNCIL MEMBER REPORTS / COMMUNICATIONS

Board/Committee Appointments

Member Reports/ Communications

- A. Mayor and Council Members
- B. City Manager
- C. City Attorney

DATE OF UPCOMING MEETING / WORKSHOP

- Special City Council Meeting Wednesday, November 20, 2019, at 6:30 p.m.
- Regular City Council Meeting Wednesday, December 4, 2019, at 6:30 p.m.

ADJOURN: The meeting was adjourned at 9:06 p.m.

APPROVED:

**CITY COUNCIL
CITY OF DEBARY, FLORIDA**

Karen Chasez, Mayor

Annette Hatch, City Clerk



SPECIAL CITY COUNCIL MEETING

November 20, 2019 at 6:30 PM

City Council Chambers, 16 Colomba Rd.

DeBary, Florida 32713

MINUTES

CALL TO ORDER: Mayor Chasez called the meeting to order at 6:30 p.m.

Invocation

Flag Salute

ROLL CALL: Mayor Chasez, Vice-Mayor Benfield, and Council Members Bacon, Butlien and Stevenson are present.

Others present: Carmen Rosamonda, City Manager; Kurt Ardaman, City Attorney; Elizabeth Bauer, Finance Director; Eric Frankton, IT Director; Jason Schaitz, Parks & Recreation Director; Alan Williamson, Public Works Director, and Annette Hatch, City Clerk.

PUBLIC PARTICIPATION: For any items **ON THE AGENDA**, citizen comments are limited to five (5) minutes per speaker. Speakers will be called when the item is introduced for discussion.

ADDITIONS, DELETIONS OR AMENDMENTS TO THE AGENDA: None.

GROWTH MANAGEMENT AND DEVELOPMENT: Coldwell Banker Commercial Group, on behalf of Grace Baptist Church, is requesting approval of a Special Exception, Case Number 19-01-SE-GraceBaptist, allowing for a house of worship on a property located at the southwest corner of East Highbanks Road and Enterprise Road.

Mayor Chasez informed those in attendance that this was a quasi-judicial hearing and explained the procedures that would be followed.

The City Attorney read the case into the record.

All witnesses were sworn in by the City Clerk.

Disclosure of ex parte communications: Council Member Stevenson stated she had had minimal cordial conversation with the applicant and a few of the church members. Council Member Butlien stated she had several emails with members of the church, and had also had conversations with members of the church at the weekly Farmer's Market. Mayor Chasez stated that she too had met several of the church members and had also seen several of the members at the Farmer's Market.

Staff briefly reviewed the project and explained the need for the special exception.

Gabriel Garrido, Coldwell Banker Commercial, and Pastor Jacob Samples addressed Council on behalf of the applicant.

Randy Taylor, Alex Vice, Fran Darms, Reychelle Vise, Jerry Sutherland, and Cindy Sutherland addressed Council.

Motion by Council Member Butlien to approve the special exception proposed by Coldwell Banker Commercial Group on behalf of Grace Baptist Church, allowing for a house of worship

with the following conditions: restrict the applicant from operating a public or private school on site, and require the proposed project agriculture components generally conform with the submitted building elevations. Seconded by Council Member Bacon. Motion passed unanimously.

NEW BUSINESS

Finance Director requesting the Mayor and City Council to approve Resolution 2019-25 to amend the fiscal year 2018-2019 budget.

The City Attorney read Resolution No. 2019-25 into the record.

Staff reviewed the details of the budget amendments to the General Fund, Stormwater Fund and the Debt Service Fund for Ft. Florida Road.

Motion by Vice-Mayor Benfield to approve Resolution No. 2019-25 to amend the fiscal year 2018-2019 budget. Seconded by Council Member Stevenson. Motion passed unanimously.

INFORMATIONAL ITEMS: None.

COUNCIL MEMBER REPORTS / COMMUNICATIONS

Member Reports/ Communications

- A. Mayor and Council Members: It was the consensus of Council to have the City Manager call the references provided by Charter Review Commission applicants.
- B. City Manager: The City Manager informed Council that there would be an Executive Session at 6:00 p.m. on Wednesday, December 4, 2019, prior to the 6:30 Council Meeting.
- C. City Attorney

DATE OF UPCOMING MEETING / WORKSHOP

- Regular City Council Meeting December 4, 2019, 6:30 p.m.
- Special City Council Meeting December 18, 2019, 6:30 p.m.

ADJOURN: The meeting was adjourned at 7:53 p.m.

APPROVED:
CITY COUNCIL
CITY OF DEBARY, FLORIDA

Karen Chasez, Mayor

Annette Hatch, City Clerk



EXECUTIVE SESSION

December 04, 2019 at 6:00 PM

City Council Chambers, 16 Colomba Rd.

DeBary, Florida 32713

MINUTES

CALL TO ORDER: Mayor Chasez called the meeting to order at 6:00 p.m.

ROLL CALL: Mayor Chasez, Vice-Mayor Benfield, and Council Members Bacon, Butlien and Stevenson are present.

Others present: Carmen Rosamonda, City Manager; Kurt Ardaman, City Attorney; Michael Bowling, City Attorney; Lesa Fields, Court Reporter; Eric Frankton, IT Director; and Annette Hatch, City Clerk.

BUSINESS: The City Attorney announced that legal counsel would be requesting City Council discussion and a settlement strategy related to litigation expenditures in City of DeBary adv. Stacy Tebo, Case No.: 6:16-cv-01599-31-DCI. He stated that the Court Reporter's transcript of the Executive Session would become part of the City's records once the litigation was concluded.

RECESS: Mayor Chasez recessed the public portion of the Executive Session at 6:03 p.m.

PUBLIC MEETING: Mayor Chasez reconvened the public portion of the Executive Session at 6:30 p.m.

No one addressed Council.

Motion by Vice-Mayor Benfield to approve the settlement as discussed in Executive Session of Case Number 6:16-cv-01599-31-DCI. Seconded by Council Member Butlien. Motion passed unanimously.

ADJOURN: The meeting was adjourned at 6:32 p.m.

APPROVED:

**CITY COUNCIL
CITY OF DEBARY, FLORIDA**

Karen Chasez, Mayor

Annette Hatch, City Clerk



CITY COUNCIL MEETING

December 04, 2019 at 6:30 PM

City Council Chambers, 16 Colomba Rd.

DeBary, Florida 32713

MINUTES

CALL TO ORDER: Mayor Chasez called the meeting to order at 6:33 p.m.

Invocation

Flag Salute

ROLL CALL: Mayor Chasez, Vice-Mayor Benfield, and Council Members Bacon, Butlien and Stevenson are present.

Others present: Carmen Rosamonda, City Manager; Kurt Ardaman, City Attorney; Elizabeth Bauer, Finance Director; Matt Boerger, Growth Management Director; Eric Frankton, IT Director; David Hamstra, Stormwater Engineer; Kevin Hare, Construction Engineer; Linda Kent, HR Director; Jason Schaitz, Parks & Recreation Director; Roger VanAuker, TOD Director; Alan Williamson, Public Works Director; and Annette Hatch, City Clerk.

PUBLIC PARTICIPATION: For any items **NOT ON THE AGENDA**, citizen comments are limited to three (3) minutes per speaker. For items **ON THE AGENDA**, citizen comments are limited to five (5) minutes per speaker. Speakers will be called when the item is introduced for discussion.

Terri Hoag and Marianne Ruggles addressed Council.

ADDITIONS, DELETIONS OR AMENDMENTS TO THE AGENDA: None.

CONSENT AGENDA

Authorize the City Manager to execute the contract for service with Stevens and Stevens in the amount not to exceed \$20,000 for the purpose of performing digitizing services and storage of records.

Authorize the City Manager to execute the letter of agreement with the Florida Institute of Government (IOG) in the amount not to exceed \$10,000 for the purpose of performing digitizing services and storage of records.

City Manager is requesting the Mayor and City Council to authorize the City Attorney and City Manager to approve Task Order No. 2015-44 with Pegasus Engineering in order to perform final design services in order to implement drainage conveyance improvements along the south side of West Highbanks Road.

City Manager is requesting the Mayor and City Council to authorize the City Attorney and City Manager to approve Task Order No. 2015-47 with Pegasus Engineering in order to provide services as directed by City Council associated with the General Stormwater Engineering Services.

The Parks and Recreation Department is requesting Council approve the attached amendment to the Fireworks Agreement with our fireworks vendor Xtreme FX.

City Council is requested to approve Task Order No. 1219-01 to KHARE Construction Services, LLC, for Inspection Services for compliance with the Land Development Code related to Stormwater Management and Building Department requirements.

The City Manager is requesting the City Council approve closing City offices on December 24, 2019, designating as a paid holiday for all permanent employees.

Motion by Council Member Butlien to approve the consent agenda. Seconded by Council Member Bacon. Motion passed unanimously.

PUBLIC HEARINGS

This is a request to approve the first reading of Ordinance No. 12-19, adopting a special assessment for a street lighting district for Riviera Bella Unit 8B.

The City Attorney read the Ordinance into the record.

Staff briefly reviewed the request.

No one addressed Council.

Motion by Council Member Bacon to approve the first reading of Ordinance No. 12-19. Seconded by Vice-Mayor Benfield. Motion passed unanimously.

This is a request to approve Ordinance No. 13-19, amending Goals and Policies within the Transportation and Capital Improvement Elements of the City's Comprehensive Plan, allowing for the adoption of a Mobility Plan and Mobility Fees.

The City Attorney read the Ordinance into the record.

Staff briefly reviewed the request, and Jonathan Paul, Nue Urban Concepts, presented the proposed Mobility Plan and Mobility Fees.

Steve Costa addressed Council.

Motion by Council Member Butlien to approve the first reading of Ordinance No. 13-19. Seconded by Council Member Stevenson. Motion passed unanimously.

Request City Council to approve the first reading of Ordinance No. 14-19, amending certain sections of the City's Land Development Code, incorporating the Southwest Sector Mobility Plan and Mobility Fees.

The City Attorney read the Ordinance into the record.

Staff briefly reviewed the request.

No one addressed Council.

Motion by Council Member Bacon to approve the first reading of Ordinance No. 14-19. Seconded by Vice-Mayor Benfield. Motion passed unanimously.

NEW BUSINESS

City staff requests City Council to approve the Agreement Extending Insurance Brokerage Services Agreement with Brown and Brown of Florida, Inc. until December 12, 2020.

The City Manager briefly reviewed the request.

No one addressed Council.

Motion by Council Member Butlien to extend the Insurance Brokerages Services Agreement with Brown & Brown of Florida until December 12, 2020. Seconded by Council Member Bacon. Motion passed unanimously.

City staff requests City Council approve the employee health insurance plans recommended by staff for plan year January 1, 2020 – December 31, 2020.

The City Manager briefly reviewed the request.

No one addressed Council.

Motion by Vice-Mayor Benfield to approve the employee health insurance plans. Seconded by Council Member Stevenson. Motion passed unanimously.

INFORMATIONAL ITEMS: None.

COUNCIL MEMBER REPORTS / COMMUNICATIONS

Board/Committee Appointments

Charter Review Committee Appointments

Applicant Presentations:

Applicants who were present addressed Council and included Paul Benfield, Norm Erickson, Bob Garcia, James Pappalardo, Andy Peck, and William Sell. Those applicants that could not be present supplemented their applications with additional information and statements.

Member Selection:

Council Member Bacon nominated Nick Koval. Nomination passed unanimously.

Vice-Mayor Benfield nominated Paul Benfield. Nomination failed 2-3 (Mayor, Council Members Stevenson and Butlien nay).

Vice-Mayor Benfield nominated James Pappalardo. Nomination passed 4-1 (Council Member Bacon nay).

Council Member Stevenson nominated Norm Erickson. Nomination passed 4-1 (Council Member Bacon nay).

Council Member Butlien nominated David Butlien. Nomination failed 2-3 (Mayor, Vice-Mayor Benfield and Council Member Stevenson nay).

Council Member Butlien nominated Daniel Fisher. Nomination passed 4-1 (Council Member Bacon nay).

Mayor Chasez nominated Bob Garcia. Nomination passed 3-2 (Council Members Bacon and Butlien nay).

Motion by Council Member Stevenson to approve the appointment of Charter Review Commission Members Norm Erickson, Daniel Fisher, Bob Garcia, Nick Koval, and James Pappalardo. Seconded by Vice-Mayor Benfield. Motion passed unanimously.

Discussion of Possible Charter Improvements:

Each Council Member briefly listed areas of the Charter they felt needed to be examined. Copies of which are attached to these minutes.

Member Reports/ Communications

- A. Mayor and Council Members
- B. City Manager
- C. City Attorney

DATE OF UPCOMING MEETING / WORKSHOP

- Special City Council Meeting December 18, 2019, 6:30 p.m.

ADJOURN: The meeting was adjourned at 9:08 p.m.

APPROVED:

**CITY COUNCIL
CITY OF DEBARY, FLORIDA**

Karen Chasez, Mayor

Annette Hatch, City Clerk

Charter Review Improvement Opportunities

| Section | Comment | Initials |
|-------------------|-------------------------------------------------------------------|----------|
| | List was distributed to all Council and City Clerk, copy attached | SB |
| | When Charter Review will be set (timeline) | EB |
| | Timing of the appointment of Vice-Mayor | EB |
| | Terminology RE: Removal period of Council Member/City Manager | EB |
| | Council Elections at-large vs districts | PS |
| | Consider Council waiting period between re-election | PS |
| | Council Member rates of pay | PS |
| | Filling of Council vacancies | PB |
| | Residency requirements | PB |
| | Length of Council terms (4 years) | PB |
| 4.01a | Council Elections at-large vs districts | KC |
| 4.03 | Timing of the appointment of Vice-Mayor | KC |
| 4.07a and 4.09 | Removal of councilmember and Council Member | KC |
| 4.08a | Special Mayor election timeframe | KC |
| 4.11 | Action taken at Special Meeting wording | KC |
| 6.01 | Appoint City Manager for an indefinite term | KC |
| | | |

Notes prepared by Councilman Bacon for Council meeting 12/4/2019.

Suggested Changes in the City of DeBary Charter

1. When there is a dispute between two employees or between a Councilman and an employee the matter will be first presented to the Personal Director of the City who will conduct a one person arbitration hearing to see if the matter can be resolved before referring to the City Manager. If justified, the City Manager will request a formal written complaint to be written only by the plaintiff.
2. When there is a formal complaint written by an employee against a Councilman at the direction of the City Manager and not provided to the Councilman within the next work day by certified mail, the City Manager as well as the City Attorney will each pay a \$1,000 fine for the oversight to the City and additionally insure that the Constitutional rights of the Councilman is protected.
3. When a Councilman, an elected official of the city, requires legal assistance, regarding any City related issue, the City will pay for his legal defense limited to \$7,500 for an attorney the Councilman selects.
4. If a Councilman uses an expression "it should be done this way"; will be considered a suggestion, not a directive.
5. If a Councilman wishes to discuss a consent agenda item, it will be honored without a preapproved vote of the Council.
6. If there is a complaint between two employees that would result in the firing of an operating Manager, other than a criminal act, the Manager will receive one life time warning by the City Manager in lieu of being fired; subject to the Manager having at least 10 years of service.
7. In preparing the initial budget, a potential revenue source will be conservatively estimated using a reasonable method and be disclosed in the notes in the budget presentation.
8. The City manager will honor a request from a Councilman, without exception, to place on the agenda a matter related to City business; requested in writing at least one week before the next Council meeting.
9. In December each Council member will provide an evaluation of the City Manager and City Attorney with suggestions. A vote will be taken at that time to continue services for both positions.
10. The City Manager will comply with the City Purchasing Ordinances implicitly; if not, he must indicate the reason for noncompliance which will be documented and voted on by the Council.

11. No request for payment for any matter will be authorized by the Council unless the amount is stated accurately. If there is a condition, it will be noted and the matter will be brought back to Council for final approval.

12. Financial agreements in excess of \$25,000 will require at least three quotes regardless of pre-existing conditions with preferred vendors. The Council has a right to determine if payment for services are being executed with care. The seven year Waste Pro Contract sponsors this revision in the Charter including engineering services.

13. The City Attorney must provide a written response to a Councilman's written request for a legal opinion. Verbal requests must also be answered in writing when there is no specific legal ruling that can be referred to at a Council meeting.

14. In December, once a year the City Manager will make a review of Councilman's remuneration with other communities and make a statement regarding adjustment. *(In twenty five years there has been no adjustment).*



SPECIAL CITY COUNCIL MEETING

December 18, 2019 at 6:30 PM

City Council Chambers, 16 Colomba Rd.

DeBary, Florida 32713

MINUTES

CALL TO ORDER: Mayor Chasez called the meeting to order at 6:30 p.m.

Invocation

Flag Salute

ROLL CALL: Mayor Chasez, Vice-Mayor Benfield, and Council Members Bacon, Butlien and Stevenson are present.

Others present: Carmen Rosamonda, City Manager; Kurt Ardaman, City Attorney; Matt Boerger, Growth Management Director; Jason Schaitz, Parks & Recreation Director; Roger VanAuker, TOD Director; David Rodriguez, IT Technician; and Annette Hatch, City Clerk.

PUBLIC PARTICIPATION: For any items **ON THE AGENDA**, citizen comments are limited to five (5) minutes per speaker. Speakers will be called when the item is introduced for discussion.

ADDITIONS, DELETIONS OR AMENDMENTS TO THE AGENDA: None.

PRESENTATIONS

- Certificate of Appreciation was presented to Eagle Scout Michael Terry.
- DeBary History In Your Own Backyard Student Contest Awards presented to Sara Abramson, Nathan DeYoung, and Zoey Trevino.
- Christmas Light Contest Awards: See Winner's List attached to these minutes.
- Christmas Parade Contest Awards: See Winner's List attached to these minutes.

PUBLIC HEARINGS

This is a request to approve the second reading of Ordinance No. 12-19, adopting a special assessment for a street lighting district for Riviera Bella Unit 8B.

The City Attorney read the Ordinance into the record.

Staff briefly reviewed the request.

No one addressed Council.

Motion by Council Member Butlien to approve the second reading of Ordinance No. 12-19. Seconded by Council Member Bacon. Motion passed unanimously.

NEW BUSINESS

Approve proposal to prepare Architectural plans for permitting and bidding of City Hall office buildout.

City Manager briefly reviewed the request.

No one addressed Council.

Motion by Vice-Mayor Benfield to approve the proposal to prepare architectural plans for City Hall office buildout from Gerald Gross in the amount of \$6780. Seconded by Council Member Butlien. Motion passed unanimously

INFORMATIONAL ITEMS: Council Discussion: Census 2020 Strategies.

Council Member Butlien briefly described the importance of promoting the Census and encouraging public participation.

It was the consensus of Council to allocate \$1,250 from the City Council Contingency Fund to promote and encourage participation in the 2020 Census.

COUNCIL MEMBER REPORTS / COMMUNICATIONS

Member Reports/ Communications

- A. Mayor and Council Members
- B. City Manager
- C. City Attorney

DATE OF UPCOMING MEETING / WORKSHOP: Regular City Council Meeting Wednesday, January 8, 2020, at 6:30 p.m.

ADJOURN: The meeting was adjourned at 7:48 p.m.

APPROVED:

**CITY COUNCIL
CITY OF DEBARY, FLORIDA**

Karen Chasez, Mayor

Annette Hatch, City Clerk



City of DeBary Light Display Contest Winners 2019

North Sector

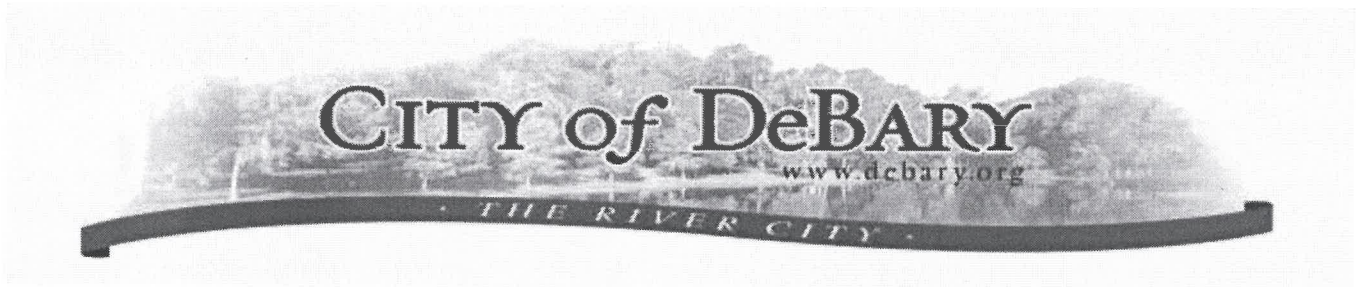
- 1. 522 Tera Plantation Lane (Susan Sokol) ✓
- 2. 538 Soft Shadow Lane (Iram Castanon) ✓
- 3. 70 Hollow Pine Drive (Robert Turek) ✓
- 4. 557 Quail Lake Drive (Ken and Krystyna Tagg) ✓
- 5. 111 Hickory Stick Court (Jim Wright) ✓



South Sector

- 1. 242 Buena Vista Street (Michael Brown) ✓
- 2. 64 Keeble Ave. (Nathan Balo) ✓
- 3. 238 Sunrise Blvd (John Peloquin) ✓
- 4. 11 Ranch Trail (Christine Smith) ✓
- 5. 222 Buena Vista Street (Cecil Legette) ✓





City of DeBary Christmas Parade Winners 2019

All 1st place winners please remain until the end for the overall winner announcement

Adult Civic Division



- 1. VFW Post 8093 ✓
- 2. Mid-Florida Jeep Club ✓
- 3. DeBary Library Association ✓

Youth/Adult Civic Division



- 1. Four Towns Moose Lodge ✓
- 2. Gateway Center for the Arts ✓

only 2 entries

Youth Civic Division



- 1. Community Children's Chorus ✓
- 2. Boy Scout Troop 306 ✓
- 3. Girl Scout Troop 1401 ✓

Commercial Division



- 1. Discom Realty ✓
- 2. Highbanks Mini Storage ✓
- 3. DeBary Paint and Body ✓

Overall Winner



Four Townes Moose Lodge





**City Council Meeting
City of DeBary
AGENDA ITEM**

| | |
|-----------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Subject: Generator Maintenance Contract | Attachments: <input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Supporting Documents/ Contracts <input type="checkbox"/> Other |
| From: Alan Williamson, Public Works Director | |
| Meeting Hearing Date 8 January 2020 | |

REQUEST

Respectfully request approval of generator maintenance contract.

PURPOSE

The City of DeBary has 10 fixed generators at critical facilities that require regular preventative maintenance. With the additional generator added to the Public Works facility a current contract is needed to reflect the current number of generators. Maintenance services includes one (1) Major Service per year, one (1) Minor Service per year, and one (1) fuel analysis per year.

CONSIDERATIONS

Three quotes were received with Zabatt's coming in as the lowest. Funding is available within this fiscal year's budget.

The amount of the quotes are:

- Zabatts- \$6,900
- GenStar- \$8,600
- Generac- \$15,760

These costs reflect preventative maintenance services. Should additional repairs be needed the costs will be based on the degree of repairs and cost of replacement parts. Enter Text Here. Please use bulleted list to organize.

COST/FUNDING

Total annual costs of \$6,900 for preventative maintenance service.

RECOMMENDATION

It is recommended that the City Council: Recommend approval of Zabatt's generator contract in the amount of \$6.900

IMPLEMENTATION

Total annual costs of \$6,900 for preventative maintenance service.

ATTACHMENTS

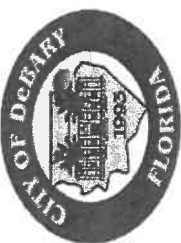
Attachment A- Three Generator Quote Work Sheet

Attachment B- Zabatt Quote

Attachment C- GenStar Quote

Attachment D- Generac Quote

QUOTES FOR PROCUREMENTS



PROJECT TITLE
Generator Maintenance Contract

DEPARTMENT
Public Works

DATE: 12.2.19

P.O. # / ACCT. CODE
Amy Perkins

PREPARED BY
Amy Perkins

DEPT. HEAD SIGNATURE

| | #1 | #2 | #3 |
|------------------------------------------------------|--------------------------------------------|---------------------------|--------------|
| VENDOR | Zabatt | Genstar Generator Service | Generac |
| ADDRESS | 4612 Highway Ave Jacksonville, FL 32254 | | |
| PHONE NUMBER | 800-366-1323 | 407-417-5553 | 386-631-8982 |
| DELIVERY DATE | TBD | TBD | TBD |
| QUOTED BY | Kimberly Brown | Lance Metcalfe | Chris Hatton |
| SHIPPING CHGS. | | | |
| TERMS: NET #DAYS Per City and State Net 30 | | | |

\$1,500-\$3,000 = Purchase Order
\$3,000 - \$8,000 3 Written Quote (Attach Quotes)
Over \$8,000 Bid

| DESCRIPTION | QTY | COMMENTS | #1 | | #2 | | #3 | |
|--------------------------------------------|-----|----------------------------------|-----------|-------------------|---------------|-------------------|---------------|--------------------|
| | | | COST EACH | TOTAL COST | COST EACH | TOTAL COST | COST EACH | TOTAL COST |
| Inspection & testing ,change oil & filters | 5 | Major Service 4 Diesel & 1 NG | \$330.00 | \$1,650.00 | \$575.00 | \$5,750.00 | \$495.00 | \$2,475.00 |
| Inspection & testing ,change oil & filters | 4 | Major Service 3 Diesel & 1 NG | \$385.00 | \$1,540.00 | \$0.00 | \$0.00 | \$495.00 | \$1,980.00 |
| Inspection & testing ,change oil & filters | 1 | Major Service Diesel | \$635.00 | \$635.00 | \$0.00 | \$0.00 | \$495.00 | \$495.00 |
| Inspection & testing | 5 | Minor Service 4 Diesel & 1 NG | \$205.00 | \$1,025.00 | \$225.00 | \$2,250.00 | \$495.00 | \$2,475.00 |
| Inspection & testing | 4 | Major Service 1 Diesel & 3 NG | \$225.00 | \$900.00 | \$0.00 | \$0.00 | \$495.00 | \$1,980.00 |
| Inspection & testing | 1 | Major Service Diesel | \$250.00 | \$250.00 | \$0.00 | \$0.00 | \$495.00 | \$495.00 |
| Lab analysis of diesel fuel | 6 | Fuel Analyss | \$150.00 | \$900.00 | \$100.00 | \$600.00 | \$485.00 | \$2,910.00 |
| Oil, filters,fuel filters | 10 | N/A | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$295.00 | \$2,950.00 |
| | - | | | - | | - | | - |
| | - | | | - | | - | | - |
| TOTAL: | | | | \$6,900.00 | TOTAL: | \$8,600.00 | TOTAL: | \$15,760.00 |



Zabatt Inc.
Corporate Office
4612 Highway Ave, Jacksonville, FL, 32254.
(800)-366 1323 (904)-384-4505
Fax: (904) 384-9915
www.zabatt.com



| | | |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------|
| Customer ID: 3866683820 Estimate #: 48707-REV 2 Quote Date: 11/27/2019 Quote Expires: 60 Days from Issuing Date Issue By: Kimberly Brown | Ship To: City of DeBary Multiple Site Locations DeBary FL Attn: Alan Williamson Ph.: 386-668-2040 x 323 E-Mail: awilliamson@debary.org | Bill To: City of DeBary 16 Colomba Road DeBary FL 32713 Attn: Alan Williamson |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------|

ONE YEAR SCHEDULE MAINTENANCE ESTIMATE

| | | | | | |
|-------------|----------|---------------|---------------|-----------------|--------------|
| Unit Brand: | Total KW | Type | Configuration | Number of Units | Fuel Type |
| Multiple | Multiple | Liquid Cooled | Single Unit | 10 | Diesel/LP/NG |
| Model: | S/N: | | Charge Each | | Net Price |

Service Frequency: Two (2) Scheduled Maintenance Visits per year.

Major Service: 1 per year per unit

Includes Generator inspection and testing in accordance with factory recommended procedures. Labor to Change oil & filters, perform visual fuel inspection, travel mileage and travel time, shop supplies and the following parts: Oil, Oil filters and fuel filters.

Minor Service: 1 per year per unit

Includes Generator inspection and testing in accordance with factory recommended procedures, travel mileage and travel time.

Fuel Analysis: 1 per year per unit if applicable

Includes lab analysis of diesel fuel

| Site Name: | Manufacturer | kW | Fuel | Major | Minor | Fuel Analysis | Total: |
|-------------------------------|--------------|-----|--------|-------|-------|---------------|-------------|
| 1. Public Works | AKSA | 30 | Diesel | \$330 | \$205 | \$150 | \$ 685.00 |
| 2. LS #2 | Generac | 60 | Diesel | \$330 | \$205 | \$150 | \$ 685.00 |
| 3. LS #3 | Generac | 60 | Diesel | \$330 | \$205 | \$150 | \$ 685.00 |
| 4. Town Hall | Generac | 60 | NG | \$330 | \$205 | | \$ 535.00 |
| 5. Lake PS | AKSA | 80 | Diesel | \$330 | \$205 | \$150 | \$ 685.00 |
| 6. Police Station | Olympian | 100 | NG | \$385 | \$225 | | \$ 610.00 |
| 7. Lake Pump | Baldor | 100 | Diesel | \$385 | \$225 | \$150 | \$ 760.00 |
| 8. City Hall | Generac | 100 | NG | \$385 | \$225 | | \$ 610.00 |
| 9. Fire Station ²³ | Generac | 130 | NG | \$385 | \$225 | | \$ 610.00 |
| 10. LS #1 | Generac | 200 | Diesel | \$635 | \$250 | \$150 | \$ 1,035.00 |

See page 2(Two) for all that is included in the service and other important notes.

AGREEMENT WILL AUTOMATICALLY RENEW UNTIL CANCELED OR REVISED

Quoted by: Kimberly Brown
Zabatt Inc By: Kimberly Brown

Total Charge: \$ 6,900.00
Sales Tax \$0.00
Total: \$ 6,900.00
Tax Exempt

Accepted By: _____ Date: _____

If you are Tax Exempt, please submit a valid tax exempt certificate.

Print Name: _____

Charges for our services includes the visits to the generator location during normal business hours. Based on your selection of frequency, what is included is listed on this document. The service consists of performing the factory recommended procedures of testing and adjustment and recording of all results for future history. Failures and normal wear that require additional visits are not included. Acceptance of this quote proposal does not constitute a contract and in the event that there is a price increase due to circumstances beyond our control, you will be notified in advance. You may cancel the service at any time, we only ask that you let us know 30 days in advance.



City of DeBary Generators

| Site Name | Address | Manufacturer | KW | Fuel | Major | Minor | Fuel Analysis | Total |
|----------------|----------------------------|--------------|-----|-------------|-------|-------|---------------|-------|
| Public Works | 195 Barwick Rd | AKSA | 30 | Diesel | 575 | 225 | 100 | 900 |
| Lake Susan | 70 N. Hwy 17-92 | Generac | 60 | Diesel | 575 | 225 | 100 | 900 |
| Quail Lake | 525 Quail Hill Dr | Generac | 60 | Diesel | 575 | 225 | 100 | 900 |
| Town Hall | 12 Colomba Rd | Generac | 60 | Natural Gas | 575 | 225 | n/a | 800 |
| Fire Station | 95 S.Hwy 17-92 | Generac | 130 | Natural Gas | 575 | 225 | n/a | 800 |
| No Name Lake | 106 E. Highbanks | AKSA | 80 | Diesel | 575 | 225 | 100 | 900 |
| Police Station | 79 S. Hwy 17-92 | Olympian | 100 | Natural Gas | 575 | 225 | n/a | 800 |
| Lake Charles | 338 Colomba Rd | Baldor | 100 | Diesel | 575 | 225 | 100 | 900 |
| City Hall | 16 Colomba Rd | Generac | 100 | Natural Gas | 575 | 225 | n/a | 800 |
| DG&CC | 152 DeBary Plantation Blvd | Generac | 200 | Diesel | 575 | 225 | 100 | 900 |

Total 8600

Scope of work (two scheduled maintenance visits per year)

Major service: 1 per year per unit

Generator inspection and testing in accordance with factory recommended procedures. Labor to change oil and filters perform visual fuel inspection, travel mileage and travel time, shop supplies and the following parts: oil, oil filter and fuel filters

Minor Service: 1 per year per unit

Generator inspection and testing in accordance with factory recommended procedures, travel mileage and travel time.

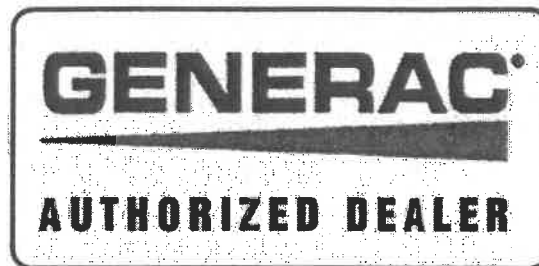
Fuel Analysis: 1 per year per unit

Includes lab analysis of diesel fuel

Generator Maintenance of Florida, LLC.

(386) 631-8982

generatormaintenanceofflorida@gmail.com



Estimate

ADDRESS

Alan Williamson
City of Debarry Public Works
16 Colomba Rd
Debarry, Florida 32713

SHIP TO

Alan Williamson
City of Debarry Public Works
16 Colomba Rd
Debarry, Florida 32713

ESTIMATE # 1110

DATE 11/18/2019

EXPIRATION DATE 12/18/2019

| DATE | ACTIVITY | QTY | RATE | AMOUNT |
|------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|--------|----------|
| 11/18/2019 | Sales Scope of Work: two scheduled maintenance visits per year for 10 Generators. Major Service: Inspection & Testing - Change oil and oil filters and fuel filters. Minor Service: Inspection and Testing | 20 | 495.00 | 9,900.00 |
| 11/18/2019 | Sales Lab analysis of Diesel Fuel | 6 | 485.00 | 2,910.00 |
| 11/18/2019 | Sales Parts: Oil - Oil filters - fuel Filters | 10 | 295.00 | 2,950.00 |

Price includes travel mileage and travel time.

TOTAL

\$15,760.00

Accepted By

Accepted Date



City Council Meeting City of DeBary AGENDA ITEM

| | |
|-------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Subject: Grant Application – DeBary Volunteer Firefighters Association | Attachments: <input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <input type="checkbox"/> Supporting Documents/ Contracts <input checked="" type="checkbox"/> Other |
| From: Enter Name and Title Here | |
| Meeting Hearing Date 1/8/2020 | |

REQUEST

The Parks and Recreation Department is requesting Council approve the attached grant application submitted by the DeBary Volunteer Firefighter’s Association. The DeBary Volunteer Firefighter’s are requesting a matching grant of \$500 from the City of DeBary for their Hoses and Hotrods event taking place at Gemini Springs Park on Saturday, February 29, 2020.

PURPOSE

The DeBary Volunteer Firemen’s Association has been serving our community since 1953, this is accomplished with the help of dedicated former & current off duty fire/ems personnel, citizens and former citizens of DeBary, who give up their time to support our growing community. The proceeds from this event are used to provide fire safety equipment, to help volunteer Fire members who are moving forward with fire education, as well as much needed rehab supplies for major calls.

CONSIDERATIONS

The DeBary Volunteer Firefighter’s Association has met all the criteria to be eligible for the matching grant program. They have also completed the grant request application as well as provided all the necessary attachments that are required with the application.

COST/FUNDING

Funding for the matching grant program was approved in the FY 19/20 budget in line item 001-1100-511-8200. This request would cost \$500.

RECOMMENDATION

It is recommended that the City Council approve the attached grant application in the amount of \$500 to the DeBary Volunteer Firefighter’s Association for their Hoses and Hotrods Fundraising Event on Saturday, February 29th at Gemini Springs Park.

IMPLEMENTATION

Upon approval the Parks and Recreation Department will submit a check request to the finance department in the amount of \$500 for the Volunteer Firefighter's Association.

ATTACHMENTS

Attachment A: DeBary Volunteer Firefighter's Grant Application 1-8-20



16 Colomba Road
 DeBary, FL 32713
 Phone: (386) 668-2040
 Fax: (386) 668 - 3523

GRANT REQUEST APPLICATION

REQUESTS FOR MONETARY CONTRIBUTIONS MUST BE SUBMITTED BY MARCH 1ST PRIOR TO THE FISCAL YEAR THE FUNDS ARE TO BE USED.

Applicant Information

Organization Name: DeBary Volunteer Firemens Association
 Street Address 10 Colomba Road City/State DeBary, FL 32713
 Contact Person: Brian Beske Title: Support Volunteer
 Primary Phone Number: 386-837-9949 Secondary Phone Number: _____
 E-Mail: Bbeske@OurOrangeCity.com

Type of Grant Requested

- Monetary Contribution
- In Kind Services
- Waiver of Fees

Total value of the request (cannot exceed \$500): \$ 500

Will an Admission Fee be required? YES _____ NO X IF YES, amount required \$ _____

Will Donations be taken? YES X NO _____

Have you or your Organization/Group applied for a volunteer grant from the City of DeBary within the last twelve months? YES _____ NO X

IF YES, please list the date, location, and description of the event:

Required Attachments

1. Tax Exempt Certificate
2. W-9 Request for Taxpayer Identification Number and Certification
3. Insurance Certificate listing City of DeBary as an additional named insured
4. A letter on organization letterhead outlining the details of your request. Please make sure to answer the following questions:
 - ✓a. Describe your organization and the purpose/goals of your event.
 - ✓b. How will any monetary contributions, in kind services, or waiver of fees be used?
 - ✓c. How will the grant benefit the City?
5. Event Budget (monetary or waiver of fees only). Budget must include the following:
 - ✓a. All event expenses
 - ✓b. Projected event revenue
6. Event Summary Statement

I/we have read and have been given a copy of the Special Event Policy and agree to abide by the regulations of the City of DeBary.

I hereby state the above information is true and accurate to the best of my knowledge. I further understand and agree to any and all conditions of the required application.

I understand that the City of DeBary assumes no liability for this event. I hereby agree to defend, hold harmless, and indemnify the City, at the City's option, from any and all demands, claims, suits, actions and legal proceedings brought against the City of DeBary in connection with this event, whether threatened or otherwise, to the full extent as permitted by the law of the State of Florida.

This provision shall survive the term of the Agreement and shall remain in full force and effect until the expiration of the time for the institution of any action at law or equity or administrative action against the City of DeBary under either federal law or the laws of Florida.



Signature of Applicant



Date signed

Submission of this application DOES NOT guarantee a grant or event approval. You will be contacted by the appropriate person to confirm the details of your proposed event.

INTAKE ACCEPTANCE (Office Use Only)

Name of Event: _____ Organization/Person: _____

Application # _____ Application Complete: YES NO

Received By/Title: _____ Date Accepted: _____ Initial: _____

SPONSORSHIP APPROVED or DENIED Date _____



Consumer's Certificate of Exemption

Issued Pursuant to Chapter 212, Florida Statutes

| | | | |
|--------------------|----------------|-----------------|---------------------|
| 85-8012669367C-5 | 12/31/2017 | 12/31/2022 | VOLUNTEER FIRE DEPT |
| Certificate Number | Effective Date | Expiration Date | Exemption Category |

This certifies that

THE DEBARY VOLUNTEER FIREMENS
ASSOCIATION INCORPORATED
10 COLOMBA RD
DEBARY FL 32713-3322

is exempt from the payment of Florida sales and use tax on real property rented, transient rental property rented, tangible personal property purchased or rented, or services purchased.



Important Information for Exempt Organizations

1. You must provide all vendors and suppliers with an exemption certificate before making tax-exempt purchases. See Rule 12A-1.038, Florida Administrative Code (F.A.C.).
2. Your *Consumer's Certificate of Exemption* is to be used solely by your organization for your organization's customary nonprofit activities.
3. Purchases made by an individual on behalf of the organization are taxable, even if the individual will be reimbursed by the organization.
4. This exemption applies only to purchases your organization makes. The sale or lease to others of tangible personal property, sleeping accommodations, or other real property is taxable. Your organization must register, and collect and remit sales and use tax on such taxable transactions. Note: Churches are exempt from this requirement except when they are the lessor of real property (Rule 12A-1.070, F.A.C.).
5. It is a criminal offense to fraudulently present this certificate to evade the payment of sales tax. Under no circumstances should this certificate be used for the personal benefit of any individual. Violators will be liable for payment of the sales tax plus a penalty of 200% of the tax, and may be subject to conviction of a third-degree felony. Any violation will require the revocation of this certificate.
6. If you have questions regarding your exemption certificate, please contact the Exemption Unit of Account Management at 800-352-3671. From the available options, select "Registration of Taxes," then "Registration Information," and finally "Exemption Certificates and Nonprofit Entities." The mailing address is PO Box 6480, Tallahassee, FL 32314-6480.

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.

| | |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. DeBary Volunteer Firemen's Association, Inc.</p> <p>2 Business name/disregarded entity name, if different from above</p> | |
| <p>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.</p> <p><input type="checkbox"/> Individual/sole proprietor or single-member LLC</p> <p><input checked="" type="checkbox"/> C Corporation</p> <p><input type="checkbox"/> S Corporation</p> <p><input type="checkbox"/> Partnership</p> <p><input type="checkbox"/> Trust/estate</p> <p><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____</p> <p><small>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.</small></p> <p><input type="checkbox"/> Other (see instructions) ▶ _____</p> | <p>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p><small>(Applies to accounts maintained outside the U.S.)</small></p> |
| <p>5 Address (number, street, and apt. or suite no.) See instructions. 10 Colomba Rd., PO box 530853</p> <p>6 City, state, and ZIP code DeBary Florida, 32713</p> <p>7 List account number(s) here (optional)</p> | <p>Requester's name and address (optional)</p> |

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 | | | | | | | | | |
| 5 | 9 | | 1 | 7 | 2 | 2 | 2 | 6 | 3 |

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 ▶ 10/24/19 |
|------------------|----------------------------|-----------------|

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-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.

City of Debary Counsel,

The Debary Volunteer Firemen's Association has been serving our community since 1953, this is accomplished with the help of dedicated former & current off duty fire/ems personnel, citizens and former citizens of Debary, who give up their time to support our growing community. The proceeds from these events are used to provide equipment above and beyond department budgets, to helping volunteer Fire members who are moving forward with fire education, it also covers much need rehab supplies for major calls, as well as participating in & putting on other community events.

The event we are requesting help on is a Community event and Car Show, in 2018 we generated and earned enough funds to put this car show on (in 2018) as a way for the community to meet many of our volunteers and a few other volunteer organizations, as fun event and fundraiser. It was our first, and by most a success. This year we are hoping to get more donations and sponsors, as the event gears up.

The Money earned from the grant will help to cover expenses for the event, more specifically to cover the temporary restroom facilities expenses and supplies for this event.

This event is intended for our residents and non-residents an opportunity spend some face-to-face time with many dedicated and hardworking professional and volunteer persons and organizations. Many of our local businesses and vendors that attend get to give to the community as well as advertise their great and valuable services. With help from the city your name/logo will be added to all of our promotions.

Sincerely,



Brian Beske

Support 33 Volunteer

*Date of Event 2/29/20



DeBary Volunteer Firemen's Association Car Show

2020 Event Budget Breakdon:

Grounds

| Item/Service | Vendor/Supplier | Paid | Cost/Fee |
|------------------------------------|--------------------------|--------------|-------------------|
| Gemini Springs grounds rentals | County of Volusia | | \$90.00 |
| Event Insurance | Auto owners Insurance | | \$500.00 |
| Temporary lavatories (porta-potty) | T&S Proffesional rentals | | \$457.00 |
| Dumpster / clean up | Waste Management | | \$200.00 |
| Other / Miscellaneous | | | \$800.00 |
| | | Total | \$2,047.00 |

Event Supplies

| Item/Service | Vendor/Supplier | Paid | Cost/Fee |
|----------------|-----------------|--------------|-------------------|
| Kidzone vendor | | | \$1,067.00 |
| DJ fee | Laurie | | \$275.00 |
| Awards | M&H Trophies | | \$150.00 |
| Dash Plaques | M&H Trophies | | \$150.00 |
| Advertisements | | | \$300.00 |
| Banner / signs | Image Works | | \$300.00 |
| Flyers | Office Depot | | \$500.00 |
| T-shirts | Evasion Inc | | \$1,500.00 |
| | | Total | \$4,242.00 |

| | |
|--------------------|-------------------|
| Grand Total | \$6,289.00 |
|--------------------|-------------------|

Projected revinue:

| | |
|----------------------|----------|
| T-shirt sales: | 4,000.00 |
| Raffles: | 500.00 |
| Car entry fees | 350.00 |
| Vendor participation | 1,000.00 |
| | |
| 5,850.00 | |



Over 65 Years of Community Service
The DeBary Volunteer Firemen's Association
Presents



Hoses & Hot Rods

A community event and volunteer fundraiser

Saturday, February 29th, 2020

from 11am-3pm

At Gemini Springs Park

**Antique / Classic / Rat rod / Hot Rod / Muscle /
 Modern / Military / Other
 WE WANT ALL TO COME!**



Public Silent Judging for:

Most Originality / Coolest Ride
 Best Presentation / Kids Favorite /
 Frankenstein



DJ Laurie:

"The DOWOP QUEEN"

Food
 Beer
 Vendors
 50/50 Drawing
 Raffle

Free to the Public
 Bash-A-Car

Extrication Demonstration by Fire Cadets

Pre-reg entry fee: Donation
 \$10 Day of show
 First 30 pre-reg get a free gift

In Coordination / Sponsorship with:

Volusia County Sheriff's Office / Orange City Fire Department / Orange City Fire Cadet Post 1890 / Volusia County Sheriff's Explorers /

Orange City Police Explorer Post 2301 / City of DeBary / O'Learys Irish Pub



Car Registration form on back

Liability: In consideration and acceptance of the right to participate, entrants, participants and spectators by execution of this entry form, release and discharge the DeBary Volunteer Fireman's Association and anyone connected with this event of any and all known and unknown damages, injuries, losses and/or claims from any cause whatsoever by an entrant to his person or property. In addition, your photo or photo of your vehicle may be used in future photos and advertising. This is a drug free event and no glass is allowed on property (can only).



**City Council Meeting
City of DeBary
AGENDA ITEM**

| | |
|-------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------|
| Subject: Trail Easement – Surface Easement Agreement/Settlement Agreement for South Shell Road | Attachments: <input type="checkbox"/> Ordinance |
| From: Matt Boerger, Growth Management Director and A. Kurt Ardaman, City Attorney | <input type="checkbox"/> Resolution |
| Meeting Hearing Date January 8, 2019 | <input checked="" type="checkbox"/> Supporting Documents/ Contracts |
| | <input type="checkbox"/> Other |

REQUEST

Approve Surface Easement Agreement/Settlement Agreement for South Shell Road.

PURPOSE

In order to ensure that the City obtains the required trail easement between DCMT Holdings, Inc. property at the northwest corner of South Shell Road and the South Shell roadway, consistent with City Council direction and discussions heard before the City Council on December 7, 2016, where the Council considered and approved Resolution No. 16-32 providing for the vacation and abandonment and other matters relating to the DCMT property, a Surface Easement Agreement/Settlement Agreement is recommended.

CONSIDERATIONS

Due to conflicting understandings between DCMT Holdings, Inc. and the City regarding the vacation and abandonment and the City requested trail easement and in order to obtain the required trail easement and confirm the area for the trail easement and other City rights, the attached Surface Easement Agreement/Settlement Agreement and payment to DCMT Holdings, Inc. in the amount of \$23,500.00 is recommended.

DCMT Holdings, Inc. and the underlying fee simple owners are willing to provide and confirm the trail easement area and other rights to the City as part of the Surface Easement Agreement/Settlement Agreement as set forth in the implementing documents. The City will acquire an approximately 30-foot-wide trail easement area and associated rights, DCMT will retain underground rights for third party utility providers outside of the existing roadway, and the parties will resolve a dispute as to conditions to the vacation and abandonment.

COST/FUNDING

\$23,500.00 from the General Revenue Reserves account.

RECOMMENDATION

It is recommended that City Council approve the Surface Easement Agreement/Settlement Agreement.

IMPLEMENTATION

Execution of Surface Easement Agreement/Settlement Agreement and payment of \$23,500.00.

ATTACHMENTS

Surface Easement Agreement/Settlement Agreement

SETTLEMENT AGREEMENT AND GENERAL RELEASE

This Settlement Agreement and General Release (this "Agreement") is entered into this ____ day of _____, 2019, by and between the **CITY OF DEBARY**, a Florida municipal corporation, whose address is 16 Colomba Road, DeBary, Florida 32713 (the "City"), and **DCMT HOLDINGS, LLC**, a Florida limited liability company, whose mailing address is 140 Fort Florida Road, DeBary, Florida 32713 ("DCMT"), **DISCOUNT PROPANE, INC.**, a Florida corporation, whose address is 140 Fort Florida Road, DeBary, Florida 32713 ("Discount Propane"), and **WILLIAM D. ALLEN and CATHERINE K. ALLEN** (collectively "Allen"), whose address is 140 Fort Florida Road, DeBary, Florida 32713 (DCMT, Discount Propane and Allen are sometimes herein collectively called the "Developers"). The City and Developers are herein sometimes collectively referred to as the "Parties"; and

RECITALS

WHEREAS, DCMT is the current fee simple owner of that certain real property with tax parcel identification number 04-19-30-01-06-0211 as described in Exhibit A attached to the Surface Easement Agreement, as defined below, except the Parties dispute the ownership of the Shell Road right-of-way (the "Property"); and

WHEREAS, Allen is the prior fee simple owner of the Property and has a controlling ownership interest in both DCMT and Discount Propane; and

WHEREAS, Discount Propane is the business operating on the Property under lease with DCMT; and

WHEREAS, Allen (during their ownership of the Property) sought and received a vacation and abandonment of certain public rights-of-way and a lot combination approval for the Property by way of City of DeBary Resolution 16-32 adopted on December 7, 2016 and recorded at Official Records Book 7342, Page 4309 et. seq., Public Records of Volusia County, Florida ("Resolution"); and

WHEREAS, as a condition of the Resolution, Allen was required to execute and did execute a Binding Lot Combination Agreement (“Binding Lot Combination Agreement”) on November 30, 2016 (recorded at Official Records Book 7621, Page 1879, Public Records of Volusia County) to combine the Property into a single lot and to quit-claim to the City any and all interest that Allen may have or claim in that certain segment of the Shell Road Right-of-Way described therein; and

WHEREAS, subsequent to the execution of the Binding Lot Combination Agreement, Allen claimed that Allen did not understand the consequences of the Resolution’s and Binding Lot Combination Agreement’s quit-claim of any and all Shell Road right-of-way interest and claimed that there was not a mutual meeting of the minds regarding the same; and

WHEREAS, notwithstanding the Resolution and Binding Lot Combination Agreement, Allen or DCMT has asserted continued ownership rights in a portion of Shell Road right-of-way and demanded compensation and removal of certain private utilities from said right-of-way; the City disputes Developers’ claims; and

WHEREAS, Allen, DCMT, and the City dispute the ownership of the Easement Area referenced in the Surface Easement Agreement attached hereto as Exhibit “A”; and

WHEREAS, the Parties desire to resolve the dispute as set forth herein.

NOW, THEREFORE, in consideration of the foregoing recitals, and the mutual promises and covenants in this Agreement, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Recitals. The foregoing Recitals are true and correct and are incorporated herein by reference.

2. Settlement. In full settlement of any and all claims, damages, attorneys’ fees, disputes and all other adverse matters between the City and the Developers, and without any admission of the validity of the Developers’ claims, the City agrees to pay to DCMT within ten (10) days of the Effective Date of this Agreement the total amount of Twenty-Three Thousand Five Hundred and NO/100 Dollars

\$23,500.00 (“Settlement Payment”). As a pre-condition of the Settlement Payment, the Developers shall execute and deliver free and clear of all mortgages and other encumbrances the original of the easement agreement attached hereto as Exhibit “A” (“Surface Easement Agreement”) to grant to the City a perpetual, exclusive easement for public roadways, sidewalks, trails, and other surface uses of the easement area all as set forth in the attached Surface Easement Agreement across, onto and through the easement area described in the attached Surface Easement Agreement. The Surface Easement Agreement must be executed and delivered to the City concurrently with Developers’ execution and delivery of this Agreement. The City shall record the Surface Easement Agreement in the public records of Volusia County, Florida, at the City’s cost. The recording of the Surface Easement Agreement replaces the effect of the quit-claim language regarding the Shell Road Right-of-Way as set forth in Section 3 of the Binding Lot Combination Agreement such that the Surface Easement Agreement controls. Further, nothing in this Agreement or the attached Surface Easement Agreement prohibits third party utility providers from seeking permits for installing underground utilities from the east side of the paved portion of Shell Road to serve the Property provided such utility providers do not damage the roadway, other utilities, or other improvements, and provided such installation is pursuant to required permits and City requirements.

3. Waiver and General Release. The Developers (for themselves and their successors, heirs, personal representatives and assigns) hereby release, waive, and forever discharge City and its officials, officers, attorneys, employees, representatives, agents, right-of-way permittees (including all public and private utility service providers or communications facilities owners), and the successors, assigns and insurers of the foregoing (collectively the “Released Parties”) of and from any and all manner of action and actions, cause and causes of action, claims, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, impacts, inverse condemnation, trespass, disruptions, controversies, attorneys’ fees, experts’ fees, agreements, promises, negligence, damages, emotional distress damages, income loss, special damages, judgments, executions, implied

warranties, third party beneficiaries, and obligation claims, and other legal or equitable claims or demands of any kind whatsoever arising from or related to the Resolution, the Binding Lot Combination Agreement, the Surface Easement Agreement, the Property, and the Shell Road right-of-way, including any damage to the Property, the business operating upon the Property or any other real or personal property, and any other claim whether known or unknown, for which the Developers ever had, now has, or hereafter can, shall or may have against the Released Parties, and any of them, from the beginning of time through the Effective Date of this Agreement, whether direct or contingent, liquidated or un-liquidated, patent or latent, known or unknown. Developers (or any one of them) shall not seek compensation or any other consideration from AT&T or any third party arising out or concerning the matters for any utilities and other matters that have been constructed or installed above or below ground in any portion or all of the easement area and for any matters for which Developers have released the Released Parties hereunder. This paragraph 3 survives the delivery and exchange and recording of documents and payment of compensation contemplated by this Agreement.

4. Acknowledgement. The Parties have thoroughly read and reviewed the terms of this Agreement, acknowledge it has been prepared after negotiations between the Parties, and agree that if any ambiguity is contained herein, then in resolving such ambiguity, no weight shall be given in favor or against either party on account of its drafting of this Agreement. It is understood and agreed by the Parties that this settlement is the compromise of a doubtful and disputed claim, and that the payment made by City is not to be construed as an admission of liability on the part of the City, and that City denies liability therefore and makes this settlement in order to avoid litigation.

5. Headings. The headings used in this Agreement are solely for the sake of convenience and should not be construed to interpret the substance of this Agreement.

6. Execution. This Agreement may be executed in any number of counterparts, each of which shall be a duplicate original, but all of which taken together shall constitute one and the same instrument. The Effective Date of this Agreement shall be the date when signed by the last of the

Parties to execute this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date last written below.

City:

City of DeBary, a Florida municipal corporation

By: _____
Karen Chasez, Mayor

Date: _____

ATTEST:

Annette Hatch, City Clerk

DCMT:

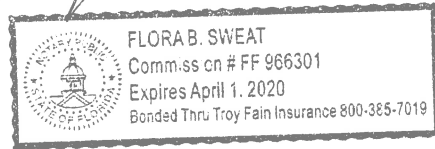
DCMT HOLDINGS, a Florida limited liability company

By: 
William D. Allen, Manager

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 13 day of Dec., 2019, by William D. Allen, as Manager of DCMT Holdings, LLC, a Florida limited liability company, on behalf of the company, who is personally known to me or who has produced a driver's license as identification.


Notary Public, State of Florida



Discount Propane:

DISCOUNT PROPANE, INC., a Florida corporation

By: 
William D. Allen, President

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 13 day of Dec, 2019, by William D. Allen, as President of DISCOUNT PROPANE, INC., a Florida corporation, on behalf of the company, who is personally known to me or who has produced a driver's license as identification.


Notary Public, State of Florida



Allen:

W.D. Allen
WILLIAM D. ALLEN, individually

Date: 12/13/19

Catherine K. Allen
CATHERINE K. ALLEN, individually

Date: 12/13/19

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 13 day of Dec., 2019, by William D. Allen and Catherine K. Allen, who are personally known to me or who has produced a driver's license as identification.

Flora B. Sweat
Notary Public, State of Florida



EXHIBIT "A"
SURFACE EASEMENT AGREEMENT

u:\aka\clients\debarry.city of\discount propane development d334-24336\settlement\settlement agreement and general release clean final 12-12-19.docx

This Instrument Prepared By:
A.KURT ARDAMAN, ESQUIRE
FISHBACK DOMINICK
1947 LEE ROAD
WINTER PARK, FLORIDA 32789

SURFACE EASEMENT AGREEMENT

THIS SURFACE EASEMENT AGREEMENT(hereinafter referred to as the “Easement Agreement”) is made as of the ___ day of _____, 2019, by **DCMT HOLDINGS, LLC**, a Florida limited liability company, whose mailing address is 140 Fort Florida Road, DeBary, Florida 32713 (“Grantor”), **DISCOUNT PROPANE, INC.**, a Florida corporation, whose address is 140 Fort Florida Road, DeBary, Florida 32713, and **WILLIAM D. ALLEN and CATHERINE K. ALLEN**, individually, whose address is 140 Fort Florida Road, DeBary, Florida 32713 (Discount Propane and Allen are referred to as “Interested Parties”), and the **CITY OF DEBARY**, a Florida municipal corporation, whose address is 16 Colomba Road, DeBary, Florida 32713 (“Grantee”).

RECITALS:

WHEREAS, Grantor is the owner of that certain real property located in Volusia County, Florida as more particularly described on the attached Exhibit “A” except Grantor and Grantee dispute the ownership of the Shell Road right-of-way (“Grantor Property”); and

WHEREAS, in order to resolve a dispute between the parties to this Easement Agreement, this Easement Agreement was executed and delivered to Grantee as part of a Settlement Agreement entered into between the parties; and

WHEREAS, Grantee desires a perpetual, exclusive easement over, upon, across and through that area more particularly described on the attached Exhibit “B” (“Easement Area”), and Grantor has agreed to grant such exclusive easement, on the terms and subject to the conditions hereinafter set forth.

NOW, THEREFORE, for and in consideration of the premises, the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants to Grantee an exclusive easement as follows:

1. Recitals. The foregoing recitals are true and correct and are incorporated herein as material provisions of this Easement Agreement.
2. Reservation of Rights and Creation of Easement. Grantor reserves to Grantor those certain subsurface rights within the Easement Area lying outside of all existing roadways, travel lanes, and turn lanes for Grantor’s sale and conveyance of underground easements to third

party utility providers for underground utilities, service lines, pipes, and appurtenances, including but not limited to, communications providers, provided neither the third party utility providers nor the Grantor, nor the employees, contractors, agents, and representatives of Grantor and all third party utility providers shall cause or allow the destruction, blockage or interference with Grantee's rights under this Easement Agreement. This Easement Agreement does not prohibit third party utility providers from seeking permits for installing underground utilities from the east side of the paved portion of Shell Road to serve the Grantor Property provided such utility providers do not damage the roadway, other utilities, or other improvements, and provided such installation is pursuant to required permits and City requirements. Any destruction or damage to facilities or improvements owned by Grantor or Grantor's third party providers, which facilities or improvements are located within the Easement Area, caused by Grantee or Grantee's employees, contractors, agents or representatives, shall be, upon Grantor's approval, promptly repaired or replaced by Grantee to the condition which existed prior to such destruction or damage, at Grantee's cost.

Grantor does hereby grant, convey, and confirm to Grantee a perpetual, exclusive easement ("Easement") for public roadways, sidewalks, trails (for golf carts, scooters, pedestrians, bicycles and other non-motorized human travel), and other surface uses which do not preclude visibility of Grantor's signage associated with, and Grantor's office building on, Grantor's Property from the Easement Area. Without limitation and notwithstanding anything in this Easement Agreement to the contrary, this Easement Agreement allows ingress, egress, travel, parking and other activities for motor vehicles, pedestrians, bicycles, scooters, horses, and other machines and animals, together with the right and privilege of constructing, maintaining, repairing, replacing, operating, regulating, locating and placing any and all roadways, turn lanes, acceleration and deceleration lanes, medians, driveways, pavement, gutters, curbs, sidewalks, fences and walls that do not block visibility of Grantor's signage and office building, cross walks, recreational trails, lights, light poles, mast arms, towers, signals, ditches, swales, culverts, pipes, junction boxes, landscaping, trees, irrigation and any and all other matters in any way related to or that are needed to reasonably support public roadways, trails, sidewalks, and the other surface uses of the Easement Area. Excavation and use of areas and improvements/facilities below the surface of the Easement Area by Grantee and Grantee's employees, agents, contractors, representatives and assigns are expressly included as part of this Easement Agreement to support the surface uses allowed some of which are set forth above and other above ground improvements within the Easement Area, as well as the right of Grantee and Grantee's employees, agents, contractors, representatives and assigns to store equipment, vehicles and materials in the Easement Area, provided such storage is associated with Grantee's actions authorized under this Easement Agreement, and all other uses, construction, structures, poles, repairs, replacements, maintenance, and other matters and activities that can or could occur on the surface. The foregoing improvements, facilities, and physical features existing as of the Effective Date, as hereafter defined, and improvements, facilities, and physical features thereafter constructed, are collectively referred to as the "Improvements." Any destruction of, or damage to, the Improvements caused by Grantor or Grantor's employees, contractors, agents or representatives shall be, upon Grantee's approval, promptly repaired or replaced by Grantor to the condition which existed prior to such destruction or damage, at Grantor's cost.

3. Indemnification. Grantor hereby agrees to indemnify and hold harmless the Grantee from and against any and all loss, cost, damage, expense, judgment, or other adverse matter caused to, or suffered by, the Grantee, including costs and reasonable attorneys' fees incurred at the trial level and appellate level, arising from, out of, or in connection with, directly or indirectly, actions or inactions by Grantor, or any employee, agent, contractor or representative of the Grantor which actions or inactions damage or destroy the Improvements or violate Grantee's easement rights under this Easement Agreement. Grantee hereby agrees to indemnify and hold harmless the Grantor from and against any and all loss, cost, damage, expense, judgment, or other adverse matter caused to, or suffered by, the Grantor, including costs and reasonable attorneys' fees incurred at the trial level and appellate level, arising from, out of, or in connection with, directly or indirectly, actions or inactions by Grantee, or any employee, agent, contractor or representative of the Grantee which actions or inactions damage or destroy Grantor's improvements located within the Easement Area or violate Grantor's rights under this Easement Agreement.

4. Improvements. To the extent Grantor has any right, title, or interest in the Improvements located within the Easement Area existing as of the Effective Date of this Easement Agreement, and thereafter, Grantor hereby grants, conveys, and confirms such right, title and interest to Grantee. To the extent the Grantee destroys or damages the Grantor's existing driveways and curb cuts located within the Easement Area, the Grantee shall promptly repair or replace such destruction or damage at Grantee's cost.

5. Covenants Running With the Land. The rights, agreements, duties, obligations and easements set forth in this Easement Agreement shall run with the land and shall be binding upon and benefit Grantee and Grantor, and their successors and assigns.

6. Modifications. This Easement Agreement may be amended only by a written instrument executed and acknowledged by all the parties hereto, and their respective successors and assigns.

7. Governing Law. The laws of the State of Florida shall govern this Easement Agreement. Exclusive venue for any legal action arising from or concerning this Easement Agreement shall be in a court of proper jurisdiction in Volusia County, Florida. Any provisions of this Easement Agreement which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provisions hereof.

8. Interested Parties. The Interested Parties execute this Easement Agreement to consent, agree to, and join in Grantor's obligations herein and to the extent the Interested Parties have any interest in the Easement Area, the Interested Parties hereby release, convey, grant and assign such interest to the Grantee.

9. Non-Waiver of Sovereign Immunity. Nothing contained in this Easement Agreement shall be construed as a waiver or attempted waiver by the Grantee of its home rule authority, police power, zoning authority and sovereign immunity under the Constitution and

laws of the State of Florida or any other privilege, immunity or defense afforded to the Grantee or the Grantee's officers, employees and agents under the law.

10. Effective Date. The effective date of this Easement Agreement shall be the last date on which the parties to this Easement Agreement executes same ("Effective Date").

IN WITNESS WHEREOF, Grantor and Grantee have caused this Easement Agreement to be executed under seal by its duly authorized representatives and shall be effective as of the day and year first above written.

GRANTOR:

Signed, sealed and delivered in the presence of:

DCMT HOLDINGS, LLC, a Florida limited liability company

Michele Purvis
Print Name: Michele Purvis

By: WDA
Name: William D. Allen
Title: OWNER

Jasmin Arce
Print Name: Jasmin Arce

STATE OF FLORIDA:
COUNTY OF Volusia

The foregoing instrument was acknowledged before me by means of physical presence, this 13 day of Dec., 2019, by William D. Allen, as Owner of DCMT HOLDINGS, LLC, a Florida limited liability company, on behalf of the company, who is personally known to me or has produced _____ as identification.

WDA
Print Name: _____
Notary Public, State of _____
Commission No. _____
My Commission Expires: _____

| |
|----------------------------------------------|
| FLORIDA SWEAT |
| Commission # FF 966301 |
| Expires April 1, 2020 |
| Bonded thru Troy Pain Insurance 800-385-7019 |

INTERESTED PARTIES:

Signed, sealed and delivered in
the presence of:

DISCOUNT PROPANE, INC., a
Florida corporation

Michele Purvis
Print Name: Michele Purvis

By: W.D.A.
Name: William D Allen
Title: OWNER

Jasmin Arce
Print Name: Jasmin Arce

STATE OF FLORIDA:
COUNTY OF Volusia

The foregoing instrument was acknowledged before me by means of physical presence,
this 13 day of Dec., 2019, by William D. Allen as owner of
DISCOUNT PROPANE, INC., a Florida corporation, on behalf of the corporation, who is
personally known to me or has produced _____ as identification.

Flora B SWEAT
Print Name: _____

Notary Public, State of _____
Commission No. _____ Commission # FF 966301
My Commission Expires: _____ Expires April 1, 2020
Bonded thru Troy Fain Insurance 800-385-7019

INTERESTED PARTIES (cont'd):

W.D. Allen
WILLIAM D. ALLEN, individually

Date: 12/13/19

Catherine K. Allen
CATHERINE K. ALLEN, individually

Date: 12/13/19

STATE OF FLORIDA
COUNTY OF Volusia

The foregoing instrument was acknowledged before me by means of physical presence, this 13 day of Dec., 2019, by WILLIAM D. ALLEN and CATHERINE K. ALLEN, who are personally known to me or who have produced _____ as identification.

Flora B. Sweat
Notary Public, State of Florida



GRANTEE:

CITY OF DEBARY, a Florida municipal corporation

By: _____
Name: _____
Its: _____

ATTEST:

Annette Hatch, City Clerk

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence, this _____ day of _____, 2019, by _____, as _____ of the CITY OF DEBARY, a Florida municipal corporation, on behalf of the corporation, who is personally known to me or who has produced a driver's license as identification.

Notary Public, State of Florida

EXHIBIT "A"

(Grantor Property)

EXHIBIT "A"

Commencing at a point on the South line of Block 6, VOLUSIA PARK, according to the plat thereof as recorded in Map Book 22, Page 34, of the Public Records of Volusia County, Florida, said point being 7.00 feet S 88°38'37" E of the Southeast Corner of Lot 21, said Block 6; thence run N 88°38'37" W, along the South line of said Block 6 and the South line of Block 7, said Volusia Park, a distance of 478.00 feet for a POINT OF BEGINNING; thence continue N 88°38'37" W, along the said South line and along the South line of Block 8, said Volusia Park, 347.02 feet to a point 25.00 feet N 88°38'37" W of the Southwest corner of Lot 21, Block 8; thence run N 01°43'49" E 599.60 feet to a point on the North line of said Block 8, said point being 25.00 feet N 88°38'05" W of the Northwest Corner of Lot 40, said Block 8; thence run S 88°38'05" E, along the North line of said Blocks 8 and 7, a distance of 465.47 feet; thence run S 12°53'31" W 611.88 feet to the Point of Beginning

EXHIBIT “B”

(Easement Area)

DESCRIPTION



DESCRIPTION: (PER THIS SURVEYOR)


A PORTION OF BLOCKS 7 AND 8 and the Unamed Road according to the Plat thereof recorded in Map Book 22 Page 34, of the Public Records of Volusia County, Florida being more particularly described as follows:

Commence at the Intersection of the East Right of Way line of an Unnamed Road and the South Right of Way Line of Second Street being the Northwest corner of Lot 40 of block 7, Volusia Park according to the Plat thereof recorded in Map Book 22 Page 34, of the Public Records of Volusia County, Florida; thence S88°38'05"E for a distance of 67.62 feet along said South Right of Way line to the POINT OF BEGINNING; thence continue S88°38'05"E a distance of 42.85 feet along said South Right of Way line to a nail and disc (LB 7230) at the Northwest corner of Benson Junction Commerce Center, a Condominium recorded in Official Records Book 6012 Page 500; thence S12°53'31"W a distance of 611.92 feet along the West line of said Condominium to a nail and disc (LB 7230) at the Southwest corner of said Condominium and being a point on the North Right of Way line of Benson Junction Road; thence N88°38'38"W a distance of 42.85 feet along said North Right of Way line to a 1/2 inch iron rod (NO ID); thence departing said North Right of Way line N12°53'31"E a distance of 611.93 feet to the POINT OF BEGINNING.

Containing 25,693 square feet 0.54 acres, more or less.

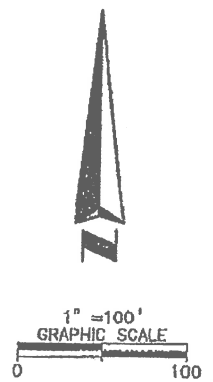
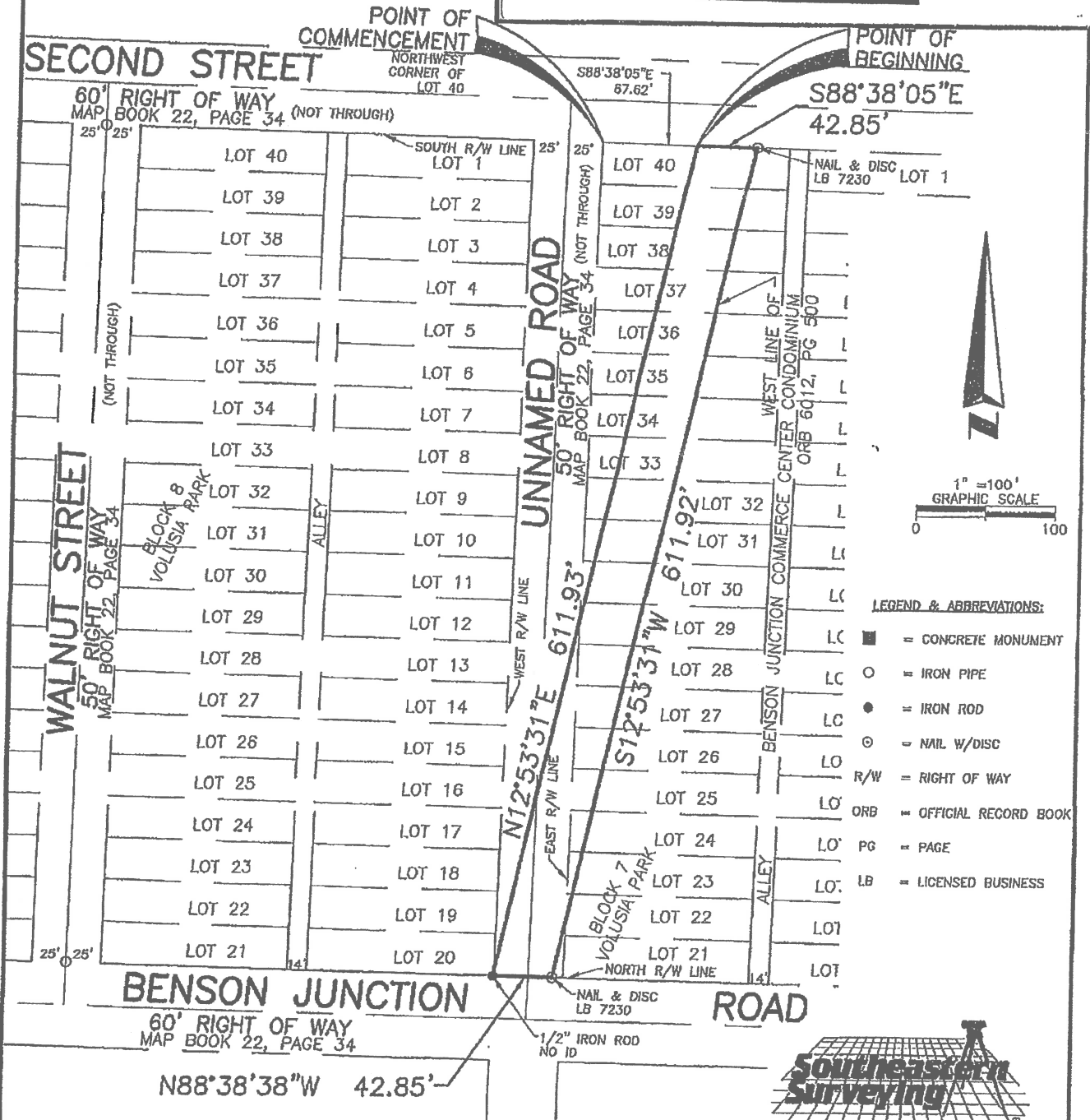
SURVEYOR'S REPORT:

1. Bearings shown hereon are based on the North Right of Way line of Benson Junction Road as being N88°38'38"W. (ASSUMED)
2. I hereby certify that the "Sketch of Description" of the above described property is true and correct to the best of my knowledge and belief as recently drawn under my direction and that it meets the Standards of Practice for Land Surveying Chapter 5J-17 requirements.

| | | | |
|------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Description FOR City of DeBary Florida | Date: November 29, 2016 JWG | | Certification Number LB2108 59402004 |
| | Job Number: 59402004 | Scale: 1" = 100' |  SOUTHEASTERN SURVEYING AND MAPPING CORPORATION 6500 All American Boulevard Orlando, Florida 32810-4350 (407) 292-8580 e-mail: info@southeasternsurveying.com |
| | Chapter 5J-17, Florida Administrative Code requires that a legal description drawing bear the notation that THIS IS NOT A SURVEY. | | |
| SHEET 1 OF 2 SEE SHEET 2 FOR SKETCH | | | JAMES L. PETERSEN REGISTERED LAND SURVEYOR Number 4791 |

SKETCH OF DESCRIPTION
PARCEL 4

Exhibit
"B"



- LEGEND & ABBREVIATIONS:**
- = CONCRETE MONUMENT
 - = IRON PIPE
 - = IRON ROD
 - ⊙ = NAIL W/DISC
 - R/W = RIGHT OF WAY
 - ORB = OFFICIAL RECORD BOOK
 - PG = PAGE
 - LB = LICENSED BUSINESS



SOUTHEASTERN SURVEYING
AND MAPPING CORPORATION
6500 All American Boulevard
Orlando, Florida 32810-4350
(407) 292-8580
Certification Number LB2108
e-mail: info@southeasternsurveying.com

Drawing No. 59402004
Job No. 59402004
Date: NOVEMBER 29, 2016
SHEET 2 OF 2
See Sheet 1 for Description

THIS IS NOT A SURVEY.
NOT VALID WITHOUT SHEET 1 THROUGH 2



City Council Meeting City of DeBary AGENDA ITEM

| | |
|------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Subject: Small Scale Stormwater Improvement Project No. 6 | Attachments: <input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Supporting Documents/ Contracts <input type="checkbox"/> Other |
| From: Carmen Rosamonda, City Manager | |
| Meeting Hearing Date January 8, 2020 | |

REQUEST

City Manager is requesting City Council to award the Construction Contract for Bid NO. 01-20, Small Scale Stormwater Improvement Project No. 6, to the lowest responsive and responsible Bidder, TS&C Construction Services of Florida, LLC.

PURPOSE

Small Scale Stormwater Improvement Project No. 6 consists of two (2) separate stormwater improvement projects. The Margarita Road and Sunrise Boulevard Drainage Project is recommended to alleviate groundwater seepage and drainage issues that affect the residence at 219 Margarita Road and sections of the City’s right of way along Sunrise Boulevard at Margarita Road.

Hayden Court is within the Summerhaven community. The Hayden Court Pipe Rehabilitation Project is recommended to restore function of an existing stormwater system that has failed. Subsidence has occurred at failed sections of the existing stormwater system and has required additional work by the Public Works Department to maintain the right of way in safe condition.

BACKGROUND

At the direction of City Council and pursuant to the aforementioned issues, on November 21, 2019, the City of DeBary advertised Bid No. 01-20 in the Daytona Beach News-Journal and posted the Bid Documents on the City’s web site and the Vendorlink web portal requesting proposals from Florida Contractors. Potential bidders were notified that a mandatory Pre-Bid Conference would be held at 3:00 PM on December 3, 2019, at DeBary City Hall. Six (6) Contractors were represented at the mandatory Pre-Bid Conference.

As advertised, on December 19, 2019 at 10:00 AM, the City of DeBary received three (3) sealed bids for Bid No. 01-20 at City Hall. All bids were unsealed and read aloud at the public bid opening with representatives of the bidders and other witnesses present. The results of the bid are;

| <u>Contractor</u> | <u>Bid Amount</u> |
|-----------------------------------------------|--------------------------|
| 1. TS&C Construction Services of Florida, LLC | \$172,347.49 |
| 2. All Terrain Tractor Service, Inc. | \$181,434.60 (CORRECTED) |
| 3. GPS Civil Construction | \$296,150.00 (CORRECTED) |

TS&C Construction Services of Florida, LLC is a Florida Licensed General Contractor headquartered in Orange City, Florida. TS&C Construction Services of Florida, LLC, has recently performed two similar stormwater projects for the City of DeBary. Each of the two recent projects have been completed in an efficient manner acceptable to the City.

All bids received have been tabulated and checked for mathematic accuracy and responsiveness with the Instructions to Bidders. Each bid received had mathematical errors. TS&C was requested to review its Bid Form and make corrections. The corrected Bid Form was received from TS&C confirming the Total Bid Amount of \$172,347.49 as the lowest bid.

KHARE Construction Services, LLC, Task Order 0120-01 is attached for City Council approval. The purpose of Task Order 0120-01 is to establish a budget to fund the Construction Management and Inspection Services for the Small Scale Stormwater Improvement Project No. 6. The proposed budget amount is not to exceed \$26,100.00 and is billed hourly as directed by the City Manager. Routine inspection of the Work is essential for quality control of the completed project. Management of the project is required to administer the Construction Contract including measurement and recommendation of payment to the Contractor.

Pegasus Engineering, Task Order No. 2015-49 is submitted for City Council approval. The attached, Task Order No. 2015-49 will establish funding not to exceed the amount of \$7,500.00 for Pegasus Engineering to perform post design services during construction of the Small Scale Stormwater Improvement Project No. 6. Post design services include; attendance at the Pre-Construction Conference, review and processing shop drawings for project materials, addressing Contractor requests for information, meet with City Staff during construction as required, Final Inspection of the Project and review of record documents.

COST/FUNDING

Funding for the project is budgeted from the Stormwater Fund.

RECOMMENDATIONS

Recommendation to Award the Contract for Construction of Bid No. 01-20 the Small Scale Stormwater Improvement Project No. 6, to the lowest responsive and responsible bidder, TS&C Construction Services of Florida, LLC for the low bid amount of \$172,347.49 with a contingency budget of 6% or \$10,340.85 to be included for the total budgeted amount of \$182,688.34.

Recommendation to approve Task Order No. 0120-01 to KHARE Construction Services, LLC for Construction Management and Inspections Services as related to the Small Scale Stormwater Improvement Project No. 6. Task Order 0120-01 in the amount of \$26,100.00.

Recommendation to approve Pegasus Engineering, Task Order 2015-49 in the amount not to exceed \$7,500.00 for post design services related to Small Scale Stormwater Improvement Project No. 6.

ATTACHMENTS

Scope of Services – KHARE
Task Order 0120-01 - KHARE
Task Order No. 2015-49 - Pegasus

December 26, 2019

Carmen Rosamonda, City Manager
City of DeBary
16 Colomba Road
DeBary, Florida 32713

Proposal for Construction Management and Inspection Services
City of DeBary
Small Scale Stormwater Improvement Project No. 6 – Bid No. 01-20

Good day Carmen,

Thank you for the opportunity to make this Proposal to the City of DeBary to provide professional Construction Management and Inspection Services for the Small Scale Stormwater Improvement Project No. 6. The Scope of Services for Construction Management Services is described below as activities and estimated billable hours of service as necessary to achieve the results as desired by the City.

Summary of Services

The Construction Management Services proposed herein by KHARE Construction Services, LLC for the City of DeBary are limited to the following activities;

Pre-Construction Phase

Review of Bid by apparent Low Bidder, TS&C Construction Services of Florida, LLC. Confirm licensing as required for construction and general compliance with the Instructions to Bidders.

Draft Agenda Item for Award of the Contract to TS&C Construction Services of Florida, LLC.

Coordinate Bid Review with City Staff; City Manager, Finance Manager, Purchasing Officer.

Post Agenda Item on MuniCode site for review and approval of City Manager.

Prepare to Present Recommendation of Award to City Council. Attend City Council Meeting and provide information as required by City Council for consideration of Award.

Pre-Construction Phase – \$2,250.00

Construction Phase – Estimate of Duration - 12 weeks

Prepare Construction Contract for Execution and Send Notice of Award and Contract to Contractor for signature.

Coordinate with City Clerk to have Construction Contract executed by Mayor and placed in City Contract File.

Preliminary work to coordinate start up and scheduling with the Construction Contractor.

Coordinate and conduct the Pre-Construction Conference at City Hall.

Estimate 12 weeks – Site Inspections – estimated at 15 hours per week.

Coordinate Project Close-out – Final Inspection and Punch List.

Administration of monthly invoice submitted by Contractor – 4 hours per month – 3 months.

Total Construction Phase – \$23,850.00

TOTAL – TASK ORDER 0120-01 - \$26,100.00

Summary of Limitations

The following items are not applicable to this proposal and the Construction Manager will not be responsible for the following;

1. Project design documents that are signed and sealed by the City's Consultant Professional Engineer or Subconsultants.
2. Construction Contractor - "Means and Methods".
3. Construction Contractor - Safety Requirements.
4. Construction Contractor - Maintenance of Traffic.

If I may assist in your consideration of this proposal in any way, please let me know. Thanks again.

Kevin J. Hare
Construction Manager

**Exhibit B
WORK ORDER
FOR
MASTER AGREEMENT FOR PUBLIC WORK PROJECTS
CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES
CONSTRUCTION COSTS LESS THAN \$2,000,000**

WORK ORDER NO.: KHARE - 0120- 01

PROJECT: Small Scale Stormwater Improvement Project No. 6,
Construction Management and Inspection Services

CITY: City of DeBary, Florida

COUNTY: Volusia County

CONSTRUCTION MANAGER: KHARE Construction Services, LLC.

CONSULTANT'S ADDRESS: 1457 Mt. Laurel Drive
Winter Springs, Florida 32708

Execution of the Work Order by CITY shall serve as authorization for the CONSTRUCTION MANAGER to provide for the above project, professional services as set out in the Scope of Services attached as Exhibit "A," to that certain Agreement of June 3, 2015 between the CITY and the CONSTRUCTION MANAGER and further delineated in the specifications, conditions and requirements stated in the following listed documents which are attached hereto and made a part hereof.

ATTACHMENTS:

- TIME SHEETS
- TASK ORDER
- SCOPE OF SERVICES

The CONSULTANT shall provide said services pursuant to this Work Order, its attachments and the above-referenced Agreement which is incorporated herein by reference as if it had been set out in its entirety. Whenever the Work Order conflicts with said Agreement, the Agreement shall prevail.

TIME FOR COMPLETION: The work authorized by this Work Order shall be commenced and completed as directed by the City Manager.

METHOD OF COMPENSATION:

(a) This Work Order is issued on a:

- FIXED FEE BASIS
- TIME BASIS METHOD WITH A NOT-TO-EXCEED AMOUNT
- TIME BASIS METHOD WITH A LIMITATION OF FUNDS AMOUNT

(b) If the compensation is based on a "Fixed. Fee Basis, then the CONSTRUCTION MANAGER shall perform all work required by this Work Order for the sum of _____ DOLLARS (\$ _____). In no event shall the CONSTRUCTION MANAGER be paid more than the Fixed Fee Amount.

(c) If the compensation is based on a "Time- Basis Method" with a Not-to-Exceed Amount, then the CONSULTANT shall perform all work required by this Work Order for a sum not to exceed **TWENTY SIX THOUSAND ONE HUNDRED DOLLARS and ZERO CENTS. (\$26,100.00)**. The CONSTRUCTION INSPECTION AND MANAGEMENT compensation shall be based on the actual work required by this Work Order as directed by the City Manager.

(d) If the compensation is based on a "Time Basis Method" with a Limitation of Funds Amount, then the CONSULTANT is not authorized to exceed the limitation of Funds amount of _____ DOLLARS (\$ _____) without prior written approval of the CITY. Such approval, if given by the CITY, shall indicate a new Limitation of Funds amount. The CONSTRUCTION MANAGER shall advise the CITY whenever the CONSTRUCTION MANAGER has incurred expenses on this Work Order that equals or exceeds eighty percent (80%) of the Limitation of Funds amount. The City shall compensate the CONSTRUCTION MANAGER for the actual work performed under this Work Order.

Payment to the CONSTRUCTION MANAGER shall be made by the CITY in strict accordance with the payment terms of the above-referenced Agreement.

It is expressly understood by the CONSTRUCTION MANAGER that this Work Order, until executed by the CITY, does not authorize the performance of any services by the CONSTRUCTION MANAGER and that the CITY, prior to its execution of the Work Order, reserves the right to authorize a party other than the CONSTRUCTION MANAGER to perform the services called for under this Work Order if it is determined that to do so is in the best interest of the CITY.

IN WITNESS WHEREOF, the parties hereto have made and executed this Work Order for the purposes stated herein.

KHARE Construction Services, LLC

By: _____

Kevin J Hare, President

Date: _____

CITY OF DEBARY, FLORIDA

By: _____

Date: _____



TASK ORDER NO.: 2015-49

PROJECT NAME: **Small Scale Stormwater Improvement Project #6 | Post-Design Services**

CLIENT: City of DeBary
16 Colomba Road
DeBary, Florida 32713

The vendor, Pegasus Engineering, LLC, located at 301 West State Road 434, Suite 309, Winter Springs, Florida 32708, is a Corporation authorized to do business in the state of Florida. As part of this Task Order, Pegasus Engineering, LLC, will perform post-design services for the Margarita / Sunrise drainage improvements project.

It is our understanding that the City's Construction Manager (Kevin Hare) will provide professional construction and engineering inspection (CEI) services and Pegasus Engineering will be tasked with the following scope of work associated with Small Scale Stormwater Improvement Project #6 (Margarita Road and Sunrise Boulevard Drainage Improvements and Hayman Court Storm Repairs):

1. Prepare for and attend one (1) pre-construction meeting.
2. Review and process shop drawings.
3. Address RFIs (Requests for Information) during construction.
4. Prepare for and attend two (2) progress meetings with the City's Construction Manager and the contractor.
5. Prepare for and participate in the substantial completion inspection and provide "punch-list" items to Kevin Hare to submit to the contractor.
6. Prepare for and participate in the final inspection to confirm that the "punch-list" items have been adequately addressed.
7. Review the signed and sealed as-built drawings provided by the contractor's surveyor and issue review comments.



Total LUMP SUM FEE of this Task Order, including reimbursement expenses, is Seven Thousand Five Hundred Dollars (\$7,500.00) (approximately 40 manhours). The Client agrees to pay Pegasus Engineering, LLC for its services based on approved monthly invoices.

This Task Order shall be governed by the Continuing Consulting Contract for General Engineering Services agreement dated July 29, 2015.

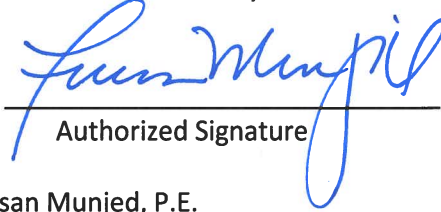
Client Signature:

Vendor Signature:

CITY OF DEBARY

PEGASUS ENGINEERING, LLC

By: _____
Authorized Signature

By: 
Authorized Signature

Carmen Rosamonda
Printed Name

Fursan Munjed, P.E.
Printed Name

City Manager
Title

Principal / Project Manager
Title

Date

December 19, 2019
Date



City Council Meeting City of DeBary AGENDA ITEM

| | |
|--------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Subject: Award for Bid Number 02-20R River City Nature Park Restroom Addition | Attachments: <input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Supporting Documents/ Contracts <input type="checkbox"/> Other |
| From: Jason Schaitz Parks and Recreation Director | |
| Meeting Hearing Date 01/08/2020 | |

REQUEST

The Parks and Recreation Department is requesting the City Council award Bid Number 02-20R River City Nature Park Restroom Addition to Phifer Industries, Inc. for the amount of \$174,344 plus a 6% contingency in the amount of \$10,460.64 for a cost of \$184,804.64.

PURPOSE

The request for award is needed at this time to ensure we meet the project timeline. This project is to be completed by mid-June in order to be ready for the Disc Golf World Championships at River City Nature Park in late July. A notice to proceed will be issued within 30 days of award. The project timeline is a maximum of 120 days.

CONSIDERATIONS

The RFP for Bid Number 02-20R was advertised in the Daytona Beach News Journal on Sunday, November 24th. The bid documents were available at that time on the City of DeBary website and Vendorlink. A mandatory Pre-Bid meeting was held on December 10th in which 11 contractors were represented. An amendment to the bid was sent to all contractors in attendance on Friday, December 13th by CPH to answer any questions brought up at the Pre-Bid Meeting. 6 sealed bids were submitted to the City by the December 19th deadline. Sealed bids were opened immediately following the deadline on December 19th at 2:30pm. Phifer Industries, Inc. was the lowest responsive and responsible bid and met all the requirements set forth in the RFP.

COST/FUNDING

The cost of the project was approved in the FY 19/20 budget in the amount of \$248,000; \$148,000 is budgeted in the General Fund; \$100,000 is budgeted in Park Impact Fees. \$61,153 will be funded by the 2019/2020 Community Development Block Grant (CDBG). Rollover funds from the 2018/2019 CDBG grant cycle in the amount of \$23,450 are also anticipated to fund the project once approved by the Volusia County Council in January 2020. The grant funding from the CDBG Grant along with the bid

amount coming in under budget and will result in approximately \$80,000 cost savings to the City based on the approved budget for the project.

RECOMMENDATION

It is recommended the Council award Bid Number 02-20R to Phifer Industries, Inc. in the amount of \$174,344 plus a 6% contingency in the amount of \$10,460.64 for a cost of \$184,804.64. Phifer Industries, Inc was the lowest qualified bidder and has met all the requirements for the project set forth in the RFP.

IMPLEMENTATION

Upon approval, a Letter of Award will be issued to Phifer Industries, Inc. We plan to issue the Notice to Proceed and start the project within 30 days of award.

ATTACHMENTS

Attachment A: Phifer Industries, Inc. RFP submission for Bid Number 02-20R

Attachment B: Bid 02-20R tabulation sheet

Attachment C: Phifer Industries, Inc. subcontractors proof of Workman's Comp Insurance

Attachment D: River City Nature Park Restroom Addition Contract - Phifer Industries



4707 140th Ave. N., Ste. 310
Clearwater, FL 33762
Ph: (800) 372-2213 | (727) 229-8014 | Fax: (844) 801-4363
Email: drphifer@phiferindustriesinc.com
www.phiferindustriesinc.com

December 18, 2019

The City of DeBary, FL
16 Colomba Road
DeBary, FL 32713

Reference: City of DeBary, River City Nature Park – Restroom Addition Bid No. 02-20R

Subject: Alternate Bid Items Included in Proposal

To Whom It May Concern:

During the process of formulating our bid for the referenced project we found discrepancies in bids we received from several subcontractors or equipment suppliers. We used those bids that meet or exceed the specifications enumerated in the bid documents as follows:

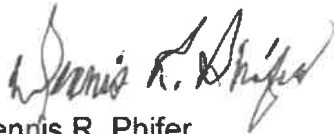
1. Pre-engineered Concrete Restroom Structure: The bid from Modular Connections LLC included all Stainless Steel Fixtures, Exhaust Fans, Mirrors, 100-AMP Service, and Florida Wind Load of 140MPH in accordance with the FBC 2017. (The other bid we received from Leesburg Concrete Company, Inc. DID NOT meet the bid documents specifications)
2. The Blue Springs Drainage Basin requires a trench configuration for a Nitrogen Reduction System with 1/3HP Dosing Pump and High Water Alarm for the Septic System. WE HAVE INCLUDED such in our Proposal.

Phifer Industries Inc. strives to provide a Proposal that is complete and in accordance with the Bid Documents and will never ask for a Change Order for those items that should be included by reference or code.

Should you have any questions, please do not hesitate to contact us at (727) 229-8014.

Respectfully Submitted.

PHIFER INDUSTRIES INC.



Dennis R. Phifer
Vice President

• **PROPOSAL**

The City of DeBary, FL
16 Colomba Road
DeBary, FL 32713

Submitted 12/19, 2019

Gentlemen:

The undersigned, as Bidder, hereby declares that the only person or persons interested in the Proposal, as principal or principals, is or are named herein and that no other 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 it has examined the site of the work and that from personal knowledge and experience, or that it has made sufficient test holes and/or other subsurface investigations to fully satisfy itself that such site is a correct and suitable one for this work and it assumes full responsibility therefore; that it has examined the Drawings and Specifications for the work and from its own experience or from professional advice that the Drawings and Specifications are sufficient for the work to be done and it has examined the other Contractual Documents relating thereto, including the Advertisement for Bids, Instructions to Bidders, Proposal, Bid Security or Bid Bond, Contract, **separate** Performance and Payment Bonds, General and Special Conditions, Technical Specifications, Drawings and has read all addenda prior to the opening of bids, and that it has satisfied itself 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 DeBary, Florida in the form of the contract specified, to furnish all necessary materials, all equipment, all necessary machinery, tools, apparatus, means of transportation, and labor necessary to complete the work specified in the Proposal and the Contract, and called for by the Drawings and Specifications and in the manner specified.

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, if required, furnish satisfactory **separate** one hundred percent (100%) Performance and Payment Bonds therefore, within ten (10) 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 its part to execute the said Contract and the Contract Bond within the ten (10) consecutive calendar days after the award of the Contract, the cashier's check or Bid Bond accompanying its bid and the money payable thereon shall be paid to the City of DeBary, Florida as liquidation of damages sustained by the City; otherwise; the check accompanying the Proposal shall be returned to the undersigned after the Contract is signed and the Contract Bond is filed.

The Bidder further agrees to comply with the Disadvantages, small and Women owned Business Enterprises Program goal of 10% as established by the City Council (City of DeBary, Code of Ordinances, Sec. 2-184). In the event such goals are not achieved, the Contractor shall provide evidence of good faith effort to achieve such goals. If such goals are not achieved and if it is deemed that a good faith effort for compliance has not been shown to the satisfaction of the City of DeBary, the Contractor shall be considered in non-compliance with this policy. If the Contractor fails to come into compliance or fails to show a good faith effort to come into compliance within thirty (30) days, the City Manager may impose appropriate penalties upon the vendor including prohibiting the vendor from submitting future bids to the City for a period of one (1) year.

The undersigned agrees to accept in full compensation therefore the total of the lump sum prices and extended unit prices 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 technical specifications.

The undersigned hereby declare that PHIFER INDUSTRIES INC has examined the plans and specifications with related documents and the site of the proposed work and being familiar with all of the conditions surrounding the construction of:

**RIVER CITY NATURE PARK – RESTROOM ADDITION
BID No. 02-20**

for which bids were advertised to be received until **Thursday December 19, 2019 at 2PM** and further declare PHIFER INDUSTRIES INC. will furnish all labor, materials and supplies and to construct the project in accordance with the Contract Documents, within the time set forth therein, and at the price stated below. The price is to cover all expenses incurred in performing the work required under the Contract Documents, of which this proposal is a part.

Work shall be completed as specified in its entirety for the total amount of:

\$ 174,344
(Use Numbers)

One Hundred Seven - Four Dollars and 110/100 Cents
(Use Words) (Use Words)
Thousand Three Hundred
Forty - Four

At the following unit prices: See Bid Form Sheets

I certify that work shall be completed as specified in its entirety within **ONE HUNDRED TWENTY DAYS (120) calendar days** of Notice to Proceed.

The City reserves the right to reject any or all proposals, to waive informalities, and to accept all or any part of any proposal as they may deem to be of the best interest of the City. Acknowledgement is hereby made of the following Addenda received since issuance of Plans and Specifications:

Addendum No. 1 Dated: 12/19/19 Addendum No. _____ Dated: _____
Addendum No. _____ Dated: _____ Addendum No. _____ Dated: _____
Addendum No. _____ Dated: _____ Addendum No. _____ Dated: _____

Attached hereto is a cashier's check on the _____
_____ Bank of _____

_____ or Bid Bond for the sum of Eight Thousand
Eight Hundred SEVENTEEN — 1.20/00 — Dollars
(\$ 8,817.20), made payable to the City of DeBary, Florida.

PHIFER INDUSTRIES INC. L.S.

(Name of Bidder) (Affix Seal)

Thomas R. Stufel L.S.

(Signature of Officer)

VICE PRESIDENT L.S.

(Title of Officer)

Federal Employer Identification Number 59-2894979

Address: 4707 140th Ave. N., Ste. 310

City: CLEARWATER State: FL Zip: 33762

Phone: (727) 229-8014 Fax: (814) 801-4363

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

DENNIS R. PHIFER, VICE PRESIDENT

to ANN PHIFER, PRESIDENT

2419 GULF to Bay Blvd. #110 CLEARWATER, FL 33765

Name of the executive who will give personal attention to the work:
DENNIS R. PHIFER.

Attach list of subcontractors as required by Article 7 of Instruction to Bidders.

- END OF PROPOSAL -

Bid Form - Project 02-20R

Project Name

River City Nature Park - Restroom Addition

Date

15-Nov-19

| Item # | Item Description | Qty | Unit | Unit Cost | Total Price |
|---------------|------------------------------------------------------------|------------|-------------|------------------|--------------------|
| 1 | General Conditions | 1 | LS | 15,849 | 15,849.00 |
| 2 | Erosion and Sediment Control | 1 | LS | 13,629 | 13,629.00 |
| 3 | Pre Manufactured Restroom- Coordination and Preperation | 1 | LS | 6050 | 6,050.00 |
| 4 | Sidewalk | 500 | SF | 18.34 | 9,170.00 |
| 5 | Drain Field & Septic | 1 | LS | 13,392 | 13,392.00 |
| 6 | Waterline | 1,850 | LF | 12.70 | 23,485.00 |
| 7 | Water Service | 1 | LS | | In Item 6 |
| 8 | Backflow Preventer | 1 | EA | 1,925 | 1,925.00 |
| 9 | Demo/Clearing | 1 | LS | 1,155 | 1,155.00 |
| 10 | Restroom (Electrical) | 1 | LS | 1,375 | 1,375.00 |
| 11 | Sodding (Bahia) | 15,030 | SF | .44 | 6,622.00 |
| 12 | Pre Manufactured Restroom- Supply and Install | 1 | LS | 81,692 | 81,692.00 |
| | | | | Total | \$174,344 |

Must be included with Bid Proposal

LIST OF MAJOR SUBCONTRACTORS

| Name | Address | Services to be Supplied |
|-------------------------------------|---------------------------------------------|---------------------------------------------|
| Modular Connections LLC | 1090 Industrial Blvd. Bessemer, AL 35822 | PRE-ENGINEERED CONCRETE RESTROOM |
| Balbino Concrete & Rebar | 1155 S. Ridgewood Ave DeLand, FL 32720 | Bldg. Pad & CONCRETE STEM WALLS & DUCTULARS |
| John Wilson Plumbing & Septic, Inc. | 1525 Langley Ave. DeLand, FL 32724 | Water & Septic |
| A-1-A Landscaping | 260 Highland Ave Orlando FL 32711 | Soil |
| | | |
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BID BOND

STATE OF FLORIDA

COUNTY OF Volusia

KNOW ALL MEN BY THESE PRESENTS, that Phifer Industries, Inc.

_____ as Principal, and

Argonaut Insurance Company a corporation authorized to do business in the State of Florida, as Surety, held and firmly bound unto the City of DeBary, Florida, in the penal sum of Five Percent of Their Greatest Amount Bid Dollars [5% of their G.A.B.] which represents 5 % of the bid amount, for the payment of which sum will and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid, dated December 19, 2019, for the project named:

**CITY OF DEBARY
RIVER CITY NATURE PARK – RESTROOM ADDITION
BID No. 02-20R**

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is that if the Principal shall not withdraw said bid within Sixty (60) days after date of opening of the same, and Principal shall within ten (10) days after the prescribed forms are presented to it for signature, enter into a written contract with the City in accordance with the bid as and if accepted by the City, and give bonds with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such contract, if in the event Principal withdraws said bid within the period specified, or the Principal fails to enter into such contract and give such bonds within the time specified, the Principal shall pay the City the difference between the amount specified in said bid and the amount for which the City may procure the required work and supplies, if the latter amount be in excess of the former, then this obligations shall be void and of no effect, otherwise to remain in full force and effect.

Surety hereby agrees that its obligation shall not be impaired by any extension of time for Principal's acceptance or compliance with bid award requirements. Surety hereby waives notice of such extensions.

IN WITNESS WHEREOF, the above bounded parties have executed this instrument under their several

seals, this 17th day of December, A.D., 2019, 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.

WITNESSES:

(If Sole Ownership or Partnership, two (2) Witnesses required).

(If Corporation, Secretary Only will attest and affix seal).

PRINCIPAL:

Phifer Industries, Inc.

WITNESSES:

Name of Firm

[Signature]

John Phifer (Affix Seal)
Authorized Officer

President
Title

4707 146th Ave Nysa 310
Business Address

CRAWFORD, FL 33762
City State

WITNESS:

Corporate Surety

[Signature]

SURETY:

Argonaut Insurance Company

[Signature] (Affix Seal)
Attorney-in-Fact
Stephanie Hope Shear

C/O CMGIA 20335 Ventura Blvd., Ste 426
Business Address

Woodland Hills, CA 91364
City State

Florida Surety Bonds, Inc.
Name of Local Insurance Agency

Phone: (407) 786-7770

CERTIFICATES AS TO CORPORATE PRINCIPAL

I, DENNIS R. PHIPPS, certify that I am the Secretary of the Corporation named as Principal in the within bond; that JO ANN PHIPPS who signed the said bond on behalf of the principal, was then PRESIDENT of said corporation; that I know the signature, and that the 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.

Dennis R. Phipps [Corporate
Secretary Seal]

STATE OF FLORIDA
COUNTY OF

Before me, a Notary Public duly commissioned, qualified and acting, personally appeared See Attached to me well known, who being by me first duly sworn upon oath says that this person is the Attorney- in Fact, for the CONTRACTOR and that this person has been authorized by PHIPPS INDUSTRIES LLC to execute the foregoing bond on behalf of the Contractor named therein in favor of the City of DeBary, Florida.

Subscribed and sworn to before me this 18th day of Dec., 2019, A.D.

(Attach Power of Attorney to original
Bid Bond and Financial Statement of
Surety Company)

Martin Walton
Notary Public
State of Florida-at-Large



Martin Walton
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG207965
Expires 5/8/2022

My Commission Expires: 5/8/2022

- END BID BOND -

Bond No.: CMGB0006304

**Argonaut Insurance Company
Deliveries Only: 225 W. Washington, 24th Floor
Chicago, IL 60606**

United States Postal Service: P.O. Box 469011, San Antonio, TX 78246

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the Argonaut Insurance Company, a Corporation duly organized and existing under the laws of the State of Illinois and having its principal office in the County of Cook, Illinois does hereby nominate, constitute and appoint:

Gabriella Grady, Shilo Lee Losino, Stephanie Hope Shear, Elizabeth Santos, Latanya Taylor, Stacey Garcia

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on its behalf as surety, and as its act and deed any and all bonds, contracts, agreements of indemnity and other undertakings in suretyship provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

\$15,000,000.00

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolution adopted by the Board of Directors of Argonaut Insurance Company:

"RESOLVED, That the President, Senior Vice President, Vice President, Assistant Vice President, Secretary, Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the Company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the Argonaut Insurance Company, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, Argonaut Insurance Company has caused its official seal to be hereunto affixed and these presents to be signed by its duly authorized officer on the 8th day of May, 2017.



Argonaut Insurance Company

Joshua C. Betz

by:

Joshua C. Betz, Senior Vice President

STATE OF TEXAS
COUNTY OF HARRIS SS:

On this 8th day of May, 2017 A.D., before me, a Notary Public of the State of Texas, in and for the County of Harris, duly commissioned and qualified, came THE ABOVE OFFICER OF THE COMPANY, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of same, and being by me duly sworn, deposed and said that he is the officer of the said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said corporation, and that Resolution adopted by the Board of Directors of said Company, referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Official Seal at the County of Harris, the day and year first above written.



Kathleen M. Muelo

(Notary Public)

I, the undersigned Officer of the Argonaut Insurance Company, Illinois Corporation, do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand, and affixed the Seal of said Company, on the 17th day of December, 2019.



James Bluzard

James Bluzard, Vice President-Surety

CALIFORNIA JURAT WITH AFFIANT STATEMENT

GOVERNMENT CODE § 8202

- See Attached Document (Notary to cross out lines 1-6 below)
- See Statement Below (Lines 1-6 to be completed only by document signer[s], not Notary)

Signature of Document Signer No. 1

Signature of Document Signer No. 2 (if any)

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

State of California

County of Los Angeles

Subscribed and sworn to (or affirmed) before me
on this 17th day of December, 2019
by Date Month Year

(1) Stephanie Hope Shear

(and (2) _____),
Name(s) of Signer(s)

proved to me on the basis of satisfactory evidence
to be the person(s) who appeared before me.

Signature _____

Signature of Notary Public



Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Must Be Included With Bid Submittal:

OFFICERS AND SIGNIFICANT STAKEHOLDERS

Failure to list all officers and significant stakeholders of the business may prevent the proposal / offer from being considered for award.

BUSINESS OFFICERS

President:

Name: JO ANN FAIFER

Address: 4707 140th Ave. N., Ste. 310, Clearwater, FL 33762

Vice President:

Name: DENNIS R. FAIFER

Address: 4707 140th Ave N, Ste. 310, Clearwater, FL 33762

Secretary:

Name: DENNIS R. FAIFER

Address: - AS ABOVE -

Treasurer:

Name: JO ANN FAIFER

Address: - AS ABOVE -

SIGNIFICANT STAKEHOLDERS

A significant stakeholder means any person, corporation, partnership, individual, sole proprietorship, joint venture, joint stock company, or any legal entity that has a ten percent (10%) or more equity in the business.

Name Mo ANN PHIFER

Address: 4707 140th Ave. N., Ste. 310, Clearwater, FL 33762

Name: DENNIS R. PHIFER

Address: 4707 140th Ave. N., Ste. 310, Clearwater, FL 33762

Name: _____

Address: _____

Name: _____

Address: _____

Name: _____

Address: _____

Name: _____

Address: _____

Name: _____

Address: _____

USE ADDITIONAL PAGES TO ADD ALL NAMES AND ADDRESSES.

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. Phifer Industries 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: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> 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. <input type="checkbox"/> Other (see instructions) ▶ _____ | |
| | 4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i> | |
| | 5 Address (number, street, and apt. or suite no.) 2803 Gulf to Bay Blvd. #225 | Requester's name and address (optional) |
| | 6 City, state, and ZIP code Clearwater, FL 33759 | |
| | 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 *How to get a TIN* on page 3.

| | |
|-----------------------------------------|--|
| Social security number | |
| [] [] [] - [] [] - [] [] [] [] | |
| or | |
| Employer identification number | |
| 5 9 - 2 8 9 4 9 7 9 | |

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.

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 ▶ **01/29/2019**

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.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/18/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | |
|----------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------|
| PRODUCER Construction Pros Insurance LLC PO Box 186 San Antonio FL 33576 | CONTACT NAME: Edward S Collins |
| | PHONE (A/C, No, Ext): 800-685-0027 FAX (A/C, No): 813-659-5480 E-MAIL ADDRESS: office@constructionprosins.com |
| INSURED Phifer Industries Inc. 4707 140th Ave N Suite 310 Clearwater FL 33762 PHIFIND-01 | INSURER(S) AFFORDING COVERAGE NAIC # |
| | INSURER A: Rockingham Insurance Company 10214 |
| | INSURER B: |
| | INSURER C: |
| | INSURER D: INSURER E: INSURER F: |

COVERAGES

CERTIFICATE NUMBER: 1537475881

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL SUBR INSD WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|---------------|-------------------------|-------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | Y Y | RFLG204051-02 | 8/14/2019 | 8/14/2020 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$ |
| | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY | | | | | COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| | <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE | | | | | EACH OCCURRENCE \$ AGGREGATE \$ \$ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N | N/A | | | PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$ |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Dennis R Phifer - Florida Certified General Contractor per License CGC1508333.

Please review named insured's policies referenced in this document for complete list of all applicable coverage's, limits, endorsements, exclusions, deductibles, and their respective terms and conditions.

CERTIFICATE HOLDER**CANCELLATION**

| | |
|----------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| City of DeBary 16 Colomba Rd DeBary FL 32713 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE |
|----------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

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ACORD 25 (2016/03)

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THIS CERTIFICATE SUPERSEDES PREVIOUSLY ISSUED CERTIFICATE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/20/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | | | |
|--------------------------------------------------------|------------------------------------------|--------------------------------------|--------|
| PRODUCER Durniak Insurance & Financial Services LLC | CONTACT NAME: Chad Durniak | INSURER(S) AFFORDING COVERAGE | NAIC # |
| | PHONE (A/C, No, Ext): (727) 786-1173 | | |
| INSURED Phifer Industries Inc | E-MAIL ADDRESS: Chaddurniak@Allstate.com | INSURER A : Allstate Commercial Auto | 19232 |
| | | INSURER B : | |
| | | INSURER C : | |
| | | INSURER D : | |
| | | INSURER E : | |
| | | INSURER F : | |

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL SUBR INSR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|---------------------------------------------------------------------------------------------------------------------------------------|--------------------|---------------|-------------------------|-------------------------|--------------------------------------------------|
| A | GENERAL LIABILITY | | | | | EACH OCCURRENCE \$ |
| | COMMERCIAL GENERAL LIABILITY | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) \$ |
| | CLAIMS-MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> | | | | | MED EXP (Any one person) \$ |
| | GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> | | | | | PERSONAL & ADV INJURY \$ |
| B | AUTOMOBILE LIABILITY | | 648839943 | 01/16/2 | 01/16/20 | GENERAL AGGREGATE \$ |
| | ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> | | | | | PRODUCTS - COMP/OP AGG \$ |
| | SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> | | | | | \$ |
| | UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> | | | | | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 |
| | OCUR <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> | | | | | BODILY INJURY (Per person) \$ |
| | DED <input type="checkbox"/> RETENTION \$ | | | | | BODILY INJURY (Per accident) \$ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | | | | PROPERTY DAMAGE (Per accident) \$ |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N <input type="checkbox"/> N/A | | | | | \$ |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | E.L. EACH ACCIDENT \$ |
| | | | | | | E.L. DISEASE - EA EMPLOYEE \$ |
| | | | | | | E.L. DISEASE - POLICY LIMIT \$ |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Policy Effective and Expiration dates are as follows - 01/16/2019 - 01/16/2020

| | |
|----------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------|
| CITY OF DEBARY | CANCELLATION |
| | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. |
| | AUTHORIZED REPRESENTATIVE |



JIMMY PATRONIS
CHIEF FINANCIAL OFFICER

**STATE OF FLORIDA
DEPARTMENT OF FINANCIAL SERVICES
DIVISION OF WORKERS' COMPENSATION**

**** CERTIFICATE OF ELECTION TO BE EXEMPT FROM FLORIDA WORKERS' COMPENSATION LAW ****

CONSTRUCTION INDUSTRY EXEMPTION

This certifies that the individual listed below has elected to be exempt from Florida Workers' Compensation law.

EFFECTIVE DATE: 12/9/2019

EXPIRATION DATE: 12/8/2021

PERSON: JO ANN PHIFER

EMAIL: JOPHIFER@PHIFERINDUSTRIESINC.COM

FEIN: 592894979

BUSINESS NAME AND ADDRESS:

PHIFER INDUSTRIES INC

4707 140TH AVE N STE 310

CLEARWATER, FL 33762

SCOPE OF BUSINESS OR TRADE:

Contractor-Project Manager.
Construction Executive,
Construction Manager or
Construction Superintendent

IMPORTANT: Pursuant to subsection 440.05(14), F.S., an officer of a corporation who elects exemption from this chapter by filing a certificate of election under this section may not recover benefits or compensation under this chapter. Pursuant to subsection 440.05(12), F.S., Certificates of election to be exempt issued under subsection (3) shall apply only to the corporate officer named on the notice of election to be exempt and apply only within the scope of the business or trade listed on the notice of election to be exempt. Pursuant to subsection 440.05(13), F.S., notices of election to be exempt and certificates of election to be exempt shall be subject to revocation if, at any time after the filing of the notice or the issuance of the certificate, the person named on the notice or certificate no longer meets the requirements of this section for issuance of a certificate. The department shall revoke a certificate at any time for failure of the person named on the certificate to meet the requirements of this section.



JIMMY PATRONIS
CHIEF FINANCIAL OFFICER

**STATE OF FLORIDA
DEPARTMENT OF FINANCIAL SERVICES
DIVISION OF WORKERS' COMPENSATION**

**** CERTIFICATE OF ELECTION TO BE EXEMPT FROM FLORIDA WORKERS' COMPENSATION LAW ****

CONSTRUCTION INDUSTRY EXEMPTION

This certifies that the individual listed below has elected to be exempt from Florida Workers' Compensation law.

EFFECTIVE DATE: 1/8/2020

EXPIRATION DATE: 1/7/2022

PERSON: DENNIS R PHIFER

EMAIL: DRPHIFER@PHIFERINDUSTRIESINC.COM

FEIN: 592894979

BUSINESS NAME AND ADDRESS:

PHIFER INDUSTRIES INC.

4707 140TH AVE. N., STE. 310

CLEARWATER, FL 33762

SCOPE OF BUSINESS OR TRADE:

Contractor-Project Manager,
Construction Executive,
Construction Manager or
Construction Superintendent

IMPORTANT: Pursuant to subsection 440.05(14), F.S., an officer of a corporation who elects exemption from this chapter by filing a certificate of election under this section may not recover benefits or compensation under this chapter. Pursuant to subsection 440.05(12), F.S., Certificates of election to be exempt issued under subsection (3) shall apply only to the corporate officer named on the notice of election to be exempt and apply only within the scope of the business or trade listed on the notice of election to be exempt. Pursuant to subsection 440.05(13), F.S., notices of election to be exempt and certificates of election to be exempt shall be subject to revocation if, at any time after the filing of the notice or the issuance of the certificate, the person named on the notice or certificate no longer meets the requirements of this section for issuance of a certificate. The department shall revoke a certificate at any time for failure of the person named on the certificate to meet the requirements of this section.

Bid Tabulation - Project 02-20R

Project Name River City Nature Park - Restroom Addition

Date: December 19, 2019

| Item # | Item Description | Qty | Unit | PHIFER | RAK | WATAUGA | HSC | TSC | REX FARLOW |
|---------------------------|--------------------------------------------------------|--------|------|-----------|--------------|-----------|-----------|-----------|------------|
| | | | | Unit Cost | Unit Cost | Unit Cost | Unit Cost | Unit Cost | Unit Cost |
| 1 | General Conditions | 1 | LS | 15,849 | NO | 29,905 | 35,000 | 22,500 | 28,315 |
| 2 | Erosion and Sediment Control | 1 | LS | 13,629 | BID | 4,765 | 7,720 | 5,000 | 4,800 |
| 3 | Pre Manufactured Restroom-Coordination and Preperation | 1 | LS | 6,050 | FORM | 4,795 | 12,500 | 1,250 | 15,600 |
| 4 | Sidewalk | 500 | SF | 9,170 | | 3,375 | 4,125 | 4,688 | 5,500 |
| 5 | Drain Field & Septic | 1 | LS | 13,392 | | 13,981 | 32,000 | 22,500 | 25,746 |
| 6 | Waterline | 1,850 | LF | 23,485 | | 39,775 | 27,000 | 42,500 | 25,900 |
| 7 | Water Service | 1 | LS | In Item 6 | | 500 | 5,600 | 519 | 16,200 |
| 8 | Backflow Preventer | 1 | EA | 1,925 | | 1,720 | 3,400 | 1,750 | 3,400 |
| 9 | Demo/Clearing | 1 | LS | 1,155 | | 4,090 | 4,900 | 4,325 | 6,500 |
| 10 | Restroom (Electrical) | 1 | LS | 1,375 | | 10,375 | 6,000 | 2,313 | 4,600 |
| 11 | Sodding (Bahia) | 15,030 | SF | 6,622 | | 13,527 | 13,000 | 22,545 | 24,048 |
| 12 | Pre Manufactured Restroom-Supply and Install | 1 | LS | 81,692 | | 92,266 | 92,400 | 117,459 | 95,967 |
| | | | | 174,344 | 191,400 | 219,074 | 243,645 | 247,348 | 256,576 |
| MATH ERROR \$23,495 | | | | | | | | | |
| Worker's Comp | | | | Exempt | Not Provided | Obtained | Provided | Obtained | Contacted |
| General | | | | Provided | Not Provided | Obtained | Provided | Obtained | Contacted |
| Auto | | | | Obtained | Not Provided | Obtained | Provided | Obtained | Contacted |
| Attended Mandatory PreBid | | | | Yes | No | Yes | Yes | Yes | Yes |



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/30/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | | | |
|------------------------------------------------------------------------------------------------------------|--|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------|
| PRODUCER Lassiter-Ware Insurance of Leesburg 1317 Citizens Blvd. Leesburg FL 34748 | | CONTACT NAME: Connie Russell PHONE (A/C No. Ext): (800) 845-8437 FAX (A/C, No): (888) 883-8680 E-MAIL ADDRESS: ConnieR@lassiterware.com | |
| INSURED Leesburg Concrete Company, Incorporated 1335 Thomas Ave. Leesburg FL 34748 | | INSURER(S) AFFORDING COVERAGE | |
| | | INSURER A: Amerisure Mutual Insurance Company | NAIC # 23396 |
| | | INSURER B: FCCI Insurance Company | 10178 |
| | | INSURER C: | |
| | | INSURER D: | |
| | | INSURER E: | |
| | | INSURER F: | |

COVERAGES **CERTIFICATE NUMBER:** 19/20 Master **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR. WVD. | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|------------|----------------|-------------------------|-------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> XCU <input checked="" type="checkbox"/> Contractual GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER | | Y | CPP20803480902 | 05/01/2019 | 05/01/2020 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Employee Benefits \$ 1,000,000 |
| A | AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY | | | CA20684401002 | 05/01/2019 | 05/01/2020 | COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Hired/borrowed \$ 1,000,000 |
| A | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0 | | | CU20664431102 | 05/01/2019 | 05/01/2020 | EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? <input type="checkbox"/> Y <input type="checkbox"/> N (Mandatory in NH) If yes, describe Under DESCRIPTION OF OPERATIONS below | | N/A | 001WC19A76114 | 05/01/2019 | 05/01/2020 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |
| A | Installation Floater Leased Equipment | | | CPP20803480902 | 05/01/2019 | 05/01/2020 | Limit-Inst Floater 143,000 Limit-Leased Equip 400,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Address of work to be completed 200 Barwick Road, DeBary, FL 32713.
Pflfer Industries Inc and the City of DeBary, 16 Colomba rd., DeBary, FL 32713 are additional insureds under the terms and conditions of the general liability policy with respects to work being performed by the named insured as required by written contract.

CERTIFICATE HOLDER

Pflfer Industries Inc
4707 140th Ave

Clearwater FL 33762

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Michael Wilby



JIMMY PATRONIS
CHIEF FINANCIAL OFFICER

**STATE OF FLORIDA
DEPARTMENT OF FINANCIAL SERVICES
DIVISION OF WORKERS' COMPENSATION**

**** CERTIFICATE OF ELECTION TO BE EXEMPT FROM FLORIDA WORKERS' COMPENSATION LAW ****

CONSTRUCTION INDUSTRY EXEMPTION

This certifies that the individual listed below has elected to be exempt from Florida Workers' Compensation law.

EFFECTIVE DATE: 12/28/2018

EXPIRATION DATE: 12/27/2020

PERSON: SAMUEL FARRINGTON

EMAIL: FARRINGTON.SAMUEL@YAHOO.COM

FEIN: 813865652

BUSINESS NAME AND ADDRESS:

FARRINGTON ELECTRICAL CONTRACTORS, LLC

820 ORANGE OAK DRIVE

ORANGE CITY, FL 32763

SCOPE OF BUSINESS OR TRADE:

Licensed Electrical Contractor

IMPORTANT: Pursuant to Chapter 440.05(14), F.S., an officer of a corporation who elects exemption from this chapter by filing a certificate of election under this section may not recover benefits or compensation under this chapter. Pursuant to Chapter 440.05(12), F.S., Certificates of election to be exempt... apply only within the scope of the business or trade listed on the notice of election to be exempt. Pursuant to Chapter 440.05(13), F.S., Notices of election to be exempt and certificates of election to be exempt shall be subject to revocation if, at any time after the filing of the notice or the issuance of the certificate, the person named on the notice or certificate no longer meets the requirements of this section for issuance of a certificate. The department shall revoke a certificate at any time for failure of the person named on the certificate to meet the requirements of this section.

CONSTRUCTION CONTRACT

THIS CONSTRUCTION CONTRACT is entered by and between CITY OF DeBARY, FLORIDA (hereinafter called the "City"), and **Phifer Industries Inc.**, of 4707 140th Ave. N., Ste. 310., Clearwater, FL (hereinafter called the "Contractor"), on this _____ day of _____, 2020.

WHEREAS, it has been determined that the execution of this Contract is beneficial to the people of the City of DeBary, Florida; and

WHEREAS, this Agreement was competitively awarded pursuant to:

**CITY OF DEBARY
RIVER CITY NATURE PARK – RESTROOM ADDITION
BID No. 02-20R**

WITNESSETH, the City and the Contractor for TEN DOLLARS (\$10.00) and other good and valuable consideration hereby covenant and agree as set forth below:

ARTICLE I – THE CONTRACT DOCUMENTS

The Contract Documents consist of: this Construction Contract with Exhibits thereof; the General Conditions of the Contract (other conditions, if applicable); the drawings and technical specifications; and all addenda to the Contract issued prior to and all modifications (changes) issued after execution of this Contract. These form the Contract, and all are as fully a part of this Construction Contract as if attached hereto or repeated herein.

ARTICLE II – THE PROJECT

1. The Contractor shall perform all the Work required by the Contract Documents to complete the Project as described and detailed herein: **RIVER CITY NATURE PARK – RESTROOM ADDITION** and in accordance with the Technical Specifications Manual, all as pertaining to the City's property described in the Contract Documents. The Project comprises the completed construction required by the Contract Documents and includes all labor necessary to produce such construction, and all materials and equipment incorporated or to be incorporated in such construction.

2. Contractor represents and agrees that it has carefully examined and understands this Contract and the other Contract Documents, has investigated the nature, locality and site of the Project and the conditions and difficulties under which it is to be performed, and that it enters into this Contract on the basis of its own examination, investigation and evaluation of all such matters and not in reliance upon any opinions or representations of the City, or of any of the City's agents, consultants or employees.
3. As used in the Contract Documents, the term "Work" shall include all labor, supplies, materials and incidentals required for the construction of the improvements required by the Contract Documents, including use of equipment and tools, and all services and responsibilities prescribed or implied, which are necessary for the complete performance by the Contractor of its obligations under the Contract Documents.

ARTICLE III – TIME OF COMMENCEMENT AND COMPLETION DATE

1. The Work to be performed under this Contract shall be commenced upon or immediately after delivery of notice from the City to Contractor to proceed ("Notice to Proceed"), Contractor shall thereafter diligently proceed with the completion of the Project within **ONE HUNDRED TWENTY (120) calendar days** after the Notice to Proceed (the "Completion Date").
2. Notwithstanding anything else contained herein, if the City, in its sole judgment, shall deem it advisable to terminate this Contract before delivery of Notice to Proceed, then the City shall deliver written Notice of Termination of the Contract to the Contractor, the Contract shall be rendered null and void, and neither party shall be entitled to any damages or compensation in connection with such termination of the Contract.
3. Inasmuch as failure of the Contractor to complete the Project by the Completion Date may cause grave injury and damage to the City, time is of the essence in the performance of this Contract. Accordingly, the Contractor must commence work and complete the Project when and as required by this Contract.
4. In the event that the Contractor shall fall behind in schedule at any time, for any reason, and such delay is adversely affecting the City's ability to timely occupy and use the Project for its intended purpose, the City shall be entitled to direct acceleration or re-sequencing of the work to bring the Project back on schedule. In the event the Contractor determines that the Completion Date cannot be met by re-sequencing the work, then the Contractor shall immediately provide the City, and in any event within three (3) calendar days after the date of receipt of the City's instruction for re-sequencing or accelerating, a plan to complete the

Project in the shortest possible time. No approval by the City of any plan for re-sequencing or accelerating of the work submitted by the Contractor pursuant to this clause shall constitute a waiver by the City of its rights of recovery from damages or losses which the City may suffer by reason of delayed Project completion.

5. Contractor agrees to provide the City with each application for progress payment pursuant to Article V hereof, the Contractor's best estimate of any anticipated revisions to the Completion Date for the purpose of the City's planning; provided, however, and notwithstanding the making of any progress payments, no anticipated revisions to the Completion Date shall be effective and binding on the City and the Contractor without a written Change Order executed by the City in accordance with the procedure set forth in General Conditions Article VI hereof.
6. The Contractor further agrees that for each calendar day, that any work shall remain uncompleted after the Completion Date stipulated above, the Contractor shall be liable for and shall pay to the City the sum of \$500.00 (Five Hundred Dollars) per day as liquidated damages (not as a penalty), and such shall be deducted from the Contract Price and monies due the Contractor. Should the total amount chargeable as liquidated damages exceed the amount due or payable to the Contractor or his/her Surety, then such excess shall be paid to the City by the Contractor or his/her Surety. When City reasonably believes that Substantial Completion or Final Completion will be inexcusably delayed, City shall be entitled, but not required, to withhold from any amounts otherwise due to Contractor an amount then estimated by City to be adequate to recover liquidated damages applicable to such delays. The City's exercise of the right to terminate shall not release the Contractor from the obligation to pay said liquidated damages. The liquidated damages provided in this Section shall apply even if Contractor's work is terminated, or if the Contractor has abandoned the Work. Liquidated damages shall be in addition to and not in preclusion of the recovery of actual damages resulting from other defaults in Contractor's performance hereunder for matters other than delays in completion of the Work.
7. No Damages for Delay Against City: Contractor's exclusive remedy for delays, impacts, disruption, resequencing, and interruptions in performance of the Work caused by events beyond Contractor's and its subcontractors', laborers', vendors', and materialmen's control, including delays, impacts, disruption, resequencing, and interruptions caused (or claimed to be caused) by or attributable to the City or the Engineer and their employees, consultants, and agents, shall be a claim for and be limited to an equitable extension of the Contract Time. Contractor expressly agrees that the foregoing constitutes its sole and exclusive remedy for delays in Work, and Contractor expressly waives any and all other remedies for any claim for increase in the Contract Price, damages, expenses, losses, or additional compensation. Contractor shall not

receive equitable time extensions for delays caused by or within the control of Contractor and its subcontractors, laborers, vendors, and materialmen.

ARTICLE IV – CONTRACT PRICE

1. In consideration of the performance of the Contract, the City agrees to pay the Contractor, by City's check, the Contract Price of:

One Hundred Seventy Four Thousand Three Hundred Forty Four Dollars

Written Amount

\$ **174,344.00**

2. For changes in the work, ordered by the City, the Contract Price shall be adjusted accordingly. Article VI stipulates the conditions governing changes in the work.
3. The Contractor shall be paid ninety percent (90%) of the proportional amount of the Contract Price with each progress payment, (such payments to be in proportion to the percentage completion of the Project). The value of each Application for Payment shall be equal to the total value of the Work performed to date in accordance with the Contract Documents, less an amount retained, and less payments previously made and amounts withheld in accordance with the Contract Documents. The balance constituting the retainage of the Contract Price shall be paid at the time of Final Payment as described in General Conditions Article XII hereof. Retainage under the Contract Documents is held by City as collateral security to assure completion of the Work. In no event shall any interest be due and payable to Contractor on any of the sums retained by City pursuant to any of the terms or provisions of any of the Contract Documents..
4. Any overpayment by City to Contractor under this Contract shall be promptly repaid to City upon demand.

ARTICLE V – PROGRESS PAYMENTS

1. Based upon applications for payment submitted to the City Representative by the Contractor and approved by the City, the City shall process and make progress payments to the Contractor as provided in the Contract Documents in accordance with the Local Government Prompt Payment Act as set forth in Part VII, Chapter 218, Florida Statutes, including applicable provisions for City representative review time.
2. Applications for progress payments will be submitted no more often than monthly during the performance of the Work. The Contractor shall submit the

application for progress payment for City Representative's approval in the form acceptable to the City. Each such application for payment shall set forth the value of all work completed on the date of application, including the sum of all prior payments.

3. On each application for progress payment, Contractor shall (1) list the name and address of each of its subcontractors, laborers, materialmen and suppliers who have performed work or provided supplies or material during the time period of Work reflected by the application; (2) provide an accounting of all sums invoiced by and paid to each of Contractor's subcontractors, laborers, materialmen and suppliers for Work performed or supplies and materials provided to date; and, (3) submit an updated progress schedule. In each application for progress payment, the Contractor shall certify as follows: (A) "There are no known mechanic's or materialmen's liens or payment bond claims outstanding at the date of this application for progress payment concerning the Construction Contract between City and Contractor; all due and payable bills with respect to the Project have been paid to date or shall be paid from the proceeds of this application for payment; there is no known basis for the filing of any mechanic's or materialmen's liens or payment bond claims on the Project and subcontractors, laborers and materialmen employed by the Contractor, have been or will be obtained in such form as to constitute an effective waiver of lien under the applicable laws of the State of Florida"; (B) "All improvements have been installed in accordance with the Contract Documents (except where noted or agreed upon in writing by the City pursuant to an approved Change Order)"; and (C) "No encroachments into the designated set-back lines and rights of way, as stipulated in the Contract Documents, exist."
4. Beginning with the second application for progress payment, the Contractor shall also deliver with each such application, as a condition precedent to payment thereof, waivers of lien for each of its subcontractors, laborers, materialmen and suppliers, current through the effective date of the previous application for payment. The waivers of lien from subcontractors, laborers, materialmen and suppliers shall be in a form acceptable to the City. The Contractor may, if any subcontractor, laborer, materialmen or supplier refuses to furnish a release in full, furnish a bond (separate from the Project payment bond) satisfactory to the City, against any lien.
5. The City shall promptly review each application for progress payment and make such exceptions, as the City reasonably deems necessary or appropriate under the state of circumstances then prevailing.
6. Based upon the approved application of progress payment, the City shall make payment to Contractor in the amount approved, subject, however, to the provisions of paragraph 7, herein. The payment of any application for progress

payment by the City, including the final application, does not constitute approval or acceptance of that part of the Project to which such payment relates or relieves the Contractor of any of its obligations hereunder with respect hereto. Neither City nor Engineer is under any duty or obligation whatsoever to any subcontractor, supplier, laborer, materialmen or any other party to ensure that payments due and owing by Contractor to any of them are or will be made.

7. Any provisions hereof to the contrary notwithstanding, the City shall not be obligated to make current payment to the Contractor hereunder if the City has reason to believe that any one or more of the following conditions exists:
 - (A) The Contractor fails to diligently prosecute the work in an efficient, timely and workmanlike manner and in strict accordance with the provisions of the Contract Documents;
 - (B) The Contractor fails to use an adequate number of qualified personnel and sufficient equipment to complete the Project without undue delay;
 - (C) The Contractor fails to make prompt payments to its subcontractors, suppliers, materialmen or laborers;
 - (D) Any part of such payment to the Contractor is attributable to work which is defective or not performed in accordance with the drawings and specifications; provided, however, such payment shall be made as to the part thereof attributable to work which is performed in accordance with the drawings and specifications and is not defective;
 - (E) Contractor fails to provide the information and documentation required with an application for progress payment;
 - (F) the Contractor is otherwise in default of any of its obligations hereunder or otherwise is in default under any of the contract requirements; or
 - (G) the Contractor fails to provide the City with an updated as-built diagram if required.

The 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 at the time of payment free and clear of all liens, claims, security interests and encumbrances.

ARTICLE VI – CHANGES

1. The City may at any time, without notice to the sureties, make changes within the general scope of the Project, issue additional instructions, require additional

work or direct the omission of portions of the work; provided, however, that the Contractor shall not proceed with any change involving an increase or decrease in Contract Price, without prior written authorization from the City in accordance with the procedure outlined hereunder.

2. The City shall order changes in the Project by giving the Contractor a written change order request ("Change Order Request"), setting forth in detail the nature of the requested change. Upon receipt of a Change Order Request, the Contractor shall forthwith, but in no event later than ten (10) days thereafter, furnish to the City a statement setting forth in detail, with a suitable break-down by trades and work classifications, the Contractor's estimate of the changes in the Contract Price attributable to the changes set forth in such Change Order Request, and a proposed adjustment to the Completion Date resulting from such changes and any adjustment of time and costs applicable to unchanged work resulting from such changes. If the City approves in writing such estimate by the Contractor, such Change Order Request and such estimate shall constitute a Change Order, and the Contract Price, and the Completion Date shall be adjusted as set forth in such estimate. The foregoing procedure shall apply to both additive and deductive change orders. Agreement on any Change Order shall constitute a final settlement on all items covered therein, subject to performance thereof and payment thereof pursuant to the terms of this Contract. If the City and the Contractor cannot agree on the cost of any Change Order work, then the City may direct the Contractor to proceed with the Change Order work and the cost will be determined in accordance with the procedures established in the General Conditions of the Contract.
3. The price estimates for Change Order Requests shall be made on the basis of the actual costs of labor and materials involved in such work. Additional provision for determining the price of change orders is included in the General Conditions of the Contract.

ARTICLE VII – FINAL PAYMENT

1. Final payment constituting the entire unpaid balance of the amount due to the Contractor under this Contract shall not be paid by the City to the Contractor until the Project has been completed, the Contract fully performed, and a final certificate for payment has been issued by the City Representative.
2. Anything to the contrary in this Contract or elsewhere in the Contract Documents notwithstanding, fifteen (15) days after final completion of the Project, including final punch-list items and acceptance thereof by the City or as soon thereafter as possible, the Contractor shall submit final application for payment ("Final Application") which shall set forth all amounts due to the Contractor and remaining unpaid. If the City Representative is in agreement with the requested

amount, then the City shall pay the Contractor the amount due under such Final Application.

3. The Final Application shall not be made until the Contractor delivers to the City, a complete and final releases and waivers of all liens and rights to claim against the payment bond for all Work performed by Contractor and each subcontractor, vendor, materialmen and laborer and other documentation as may be requested by City establishing payment or satisfaction of obligations arising out of this Contract in a form acceptable to the City and an affidavit from Contractor that so far as the Contractor has knowledge or information, the release includes and covers all materials and services for which a lien or payment bond claim could be filed, but the Contractor may, if any subcontractor or supplier refuses to furnish a release in full, furnish a bond (separate from the Project payment bond) satisfactory to City, to properly indemnify the City, against any lien.
4. In the event of a bona fide dispute by the City of any sums for which payment has been requested, no interest shall be due on disputed sums until such dispute is resolved, provided that all undisputed sums shall have been paid in due course.
5. In addition to the above items, final payment shall not be made until the following items have occurred (1) the Work can be used and operated in accordance with applicable laws, applicable permits and as intended by the Contract Documents; (2) all items on the Substantial Completion punch list shall have been completed by Contractor to City's satisfaction; (3) all construction equipment, rubbish and debris have been removed from the Jobsite; and (4) written assignment to City of all warranties and guarantees which Contractor received from subcontractors, materialmen and suppliers relating to Work.
6. The payment of any application for payment by the City, including the Final Application for payment, does not constitute approval or acceptance of that part of the Work to which such payment relates nor does it relieve the Contractor of any of its obligations hereunder with respect hereto. The making of a payment, including final payment shall not constitute a waiver of claims by the City, including but not limited to claims arising from: (1) liens, claims, security interests or encumbrances arising out of this Contract; (2) failure of the Work to comply with the requirements of this Contract and its incorporated documents and state and local codes and requirements; (3) terms of warranties and all other post-final completion or construction obligations required by this Contract and its incorporated documents and/or as a matter of law; (4) defects, deficiencies and/or failures in the Work; (5) damages suffered directly or indirectly by the City to the caused in part or whole by the Contractor's or its subcontractors, employee's and agent's negligent performance under this Contract; and (6) any matter for which Contractor has indemnified City under this Contract.

7. The acceptance of the Final Payment by Contractor will constitute a waiver of all Claims by Contractor against City except those previously made in writing which the City agrees remain unsettled by Final Payment.

ARTICLE VIII – TERMINATION / SUSPENSION

A. Termination for Cause.

1. City may upon the occurrence of any one or more of the following events, terminate the Contractor's performance of Work (in part or in whole) for cause after fifteen (15) days written notice to the Contractor and its Surety and an opportunity to cure within such fifteen-day period:
 - (A) 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;
 - (B) If Contractor admits in writing an inability to pay its debts generally as they become due;
 - (C) If Contractor fails to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers, sufficient supervisory personnel, or suitable materials or equipment or failure to adhere to the Progress Schedules);
 - (D) If Contractor discontinues prosecution of the Work or any portion thereof;
 - (E) If Contractor allows any final judgment against it to remain unsatisfied for a period of ten days;
 - (F) If Contractor disregards laws, policies, court orders, or administrative directives, etc. of any governmental body, agency or court having jurisdiction;
 - (G) If Contractor disregards the authority of Engineer or Engineer;
 - (H) If Contractor files for bankruptcy or is adjudged as bankrupt or insolvent;
 - (I) If Contractor otherwise violates in any substantial way any provisions of the Contract Documents; or
 - (J) If Contractor fails to promptly pay subcontractors, suppliers, materialmen, laborers, etc. concerning materials provided or services performed for the

Project.

2. If Contractor fails to correct the default within the fifteen (15) day period, the City shall have the right to issue a Notice of Termination to the Contractor and its Surety terminating the Contractor's performance of Work (in part or in whole) under this Contract. Upon issuing the Notice of Termination the City shall have the right to:
 - (A) 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);
 - (B) 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
 - (C) Complete the Work as City may deem expedient.
3. After receipt of a Notice of Termination, and except as otherwise directed by the City, the Contractor shall:
 - (A) Stop work under the Contract on the date and to the extent specified in the Notice of Termination.
 - (B) Place no further orders or subcontracts for materials, services or facilities, except as may be necessary for completion of such portion of the work under the Contract as it is not terminated.
 - (C) Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the Notice of Termination.
 - (D) Assign to the City, in the manner, at the times and to the extent directed by the City, all of the rights, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case the City shall have the right, in its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts.
 - (E) Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the City, to the extent the City may require, which approval or ratification shall be final for all the purposes of this clause.

- (F) Transfer title and deliver to the City, in the manner, at the times, and to the extent, if any, directed by the City:
 - (i) the fabricated or non-fabricated parts, components of work in process, completed work, supplies, equipment and other material produced as a part of, or acquired in connection with the performance of the work terminated by the Notice of Termination; and
 - (ii) the completed or partially completed "as built" drawings, information, and other property which, if the Contract had been completed, would have been required to be furnished to the City if required.
- (G) Complete performance of such part of the Contract as shall not have been terminated by the Notice of Termination.

4. If City terminates Contractor's performance of work for cause, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by City arising out of or relating to completing the Work, such excess will be paid to Contractor. If such claims, costs, losses, and damages exceed such unpaid balance, Contractor shall pay the difference to City. When exercising any rights or remedies under this paragraph, City shall not be required to obtain the lowest price for the Work performed.
5. Where Contractor's services have been terminated by City for cause, the termination will not affect any rights or remedies of City against Contractor and its Surety then existing or which may thereafter accrue. Any retention or payment of moneys due Contractor by City will not release Contractor and its Surety from liability.
6. If, after Notice of Termination for cause, it is determined for any reason that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the Notice of Termination had been issued pursuant to the termination for convenience provisions of Article VIII paragraph B, below.
7. City may, at its sole discretion, permit Contractor or Contractor's Surety to continue to perform Work when Contractor is in default, however caused. Further, the City may, at its sole discretion, either prior to or after termination of the performance of Contractor's services under this Contract, allow the Contractor's Surety to complete and perform the Work in accordance with the Contract Documents. Such a decision by City shall in no way operate as a waiver on the part of City of any of its rights or remedies under the Contract Documents.

B. City's Termination for Convenience.

1. City may, without prejudice to any other right or remedy, terminate this Contract in whole or in part at any time for its convenience by giving Contractor and Surety ten (10) days written notice. City shall have the right, in that event, to take over any or all of Contractor's materials, (whether stored on or off site) supplies, equipment, sub agreements or other obligations to complete the Work and Contractor shall assign them to City upon City's request. Contractor shall proceed to complete any part of the Work, as directed by City, and shall settle all its Contract Claims and obligations under the Contract.
2. In the event of any such termination for the convenience by City, Contractor shall be paid in accordance with Article VIII, paragraph B. 5 below; however, Contractor shall not be entitled to or receive any anticipated supplemental costs, administrative expenses overhead and profit on uncompleted Work and any type of economic loss or wrongful termination damages. Contractor shall justify its Contract Claims as requested by City with thorough, accurate records and data.
3. After receipt of a notice of termination for convenience, the Contractor shall submit to the City its termination claim, in the form and with certification prescribed by the City. Such claim shall be submitted promptly but in no event later than thirty (30) days from the effective date of termination, unless one or more extensions, in writing, are granted by the City upon request of the Contractor made in writing within such thirty (30) days period or authorized extension thereof. Upon failure of the Contractor to submit its termination claim within the time allowed, the City may determine on the basis of information available to it, the amount, if any, due to the Contractor by reason of the termination and shall thereupon pay to the Contractor the amount so determined.
4. Subject to the provisions of Article VIII, paragraph B. 3 above, the Contractor and the City may agree upon the whole or any part of the amount or amounts to be paid to the Contractor by reason of the total or partial termination of work for the City's convenience, which amount or amounts may include a reasonable allowance for profit on work done; provided, that such agreed amount or amounts exclusive of settlement costs, shall not exceed the total Contract Price as reduced by the amount of payments otherwise made and as further reduced by the Contract Price of work not terminated. The Contract shall be amended by Change Order accordingly and the Contractor shall be paid the agreed amount. Nothing in paragraph B. 5 below, prescribing the amount to be paid to the Contractor in the event of failure of the Contractor and the City to agree upon the whole amount to be paid to the Contractor by reason of the termination of work pursuant to this clause, shall be deemed to limit, restrict, or otherwise determine or affect the amount or amounts which may be agreed upon to be paid to the Contractor pursuant to this paragraph.

5. In the event of the failure of the Contractor and the City to agree upon the whole amount to be paid to the Contractor by reason of the termination of work for the City's convenience, as provided in Article VIII, paragraph B. 4 above, the City shall pay to the Contractor the amounts determined by the City as follows, but without duplication of any amounts agreed upon in accordance with Article VIII, paragraph B. 4 above.
 - (A) Completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
 - (B) Expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and
 - (C) Reasonable expenses directly attributable to termination relating to commitments which had become firm prior to the termination.

C. Contractor May Stop Work or Terminate.

If, through no act or fault of Contractor, or its subcontractor or their agents or employees or any other person for whose acts they may be responsible, the Work is suspended for a period of more than ninety (90) days by City or under an order of court or other public authority, or Engineer fails to act on any application for payment within forty-five (45) days after it is submitted, or City fails for forty-five (45) days to pay Contractor any sum after the payment has been finally determined to be due, then Contractor may, upon ten (10) days written notice to City and Engineer and an opportunity to cure, terminate the Contract and recover from City payment for all Work executed to the date of termination performed in accordance with the Contract Documents and any expense sustained plus reasonable termination expenses. In addition and in lieu of terminating the Contract, if Engineer has failed to act on an application for payment or City has failed to make any payment as aforesaid, Contractor may upon ten (10) days' written notice to City and Engineer and an opportunity to cure, stop the Work until payment of all amounts then due. With the exceptions provided in this section, these provisions shall not relieve Contractor of any obligations. Contractor shall carry on the Work in accordance with the progress schedule and without delay during disputes with the City.

D. City May Suspend Work.

1. Without invalidating the Contract Documents, and without notice to any surety, City may, at any time, order Contractor in writing to stop, delay or interrupt Work for such a period of time as City may deem appropriate. Upon receipt of that order, Contractor shall immediately proceed in accordance with any specific provisions or instructions, protect and maintain the Work, and make reasonable and diligent efforts to mitigate costs associated with the suspension order.
2. If any suspension of Work under this subsection causes an increase or decrease in Contractor's time required to perform or complete any part of the Work, City shall make a change in Contract Time; except that no change in Contract Time will be made for any suspension of Work to the extent that performance would have been suspended anyhow by causes not meeting the criteria for change orders, or for which an adjustment is provided or excluded under any other provision of the Contract Documents.
3. The parties further recognize that the safety of the public is of paramount concern. Therefore, the parties agree that any breach of the Contract Documents by Contractor related to the life, safety or health of the public shall be considered a material breach of the Contract Documents. Upon a material breach of the Contract Documents related to life safety, as determined by the Engineer, the Engineer shall have the right to issue a stop work order suspending the Work or any specific portion of the Work until the conditions are corrected. If the life safety conditions giving rise to the stop work order are not corrected by the Contractor within a reasonable time, as determined by the Engineer, then the material breach shall entitle City to terminate Contractor's performance of work under this Contract for cause. The recognition of breaches of the provisions of the Contract Documents related to life safety, as material breaches shall not be construed as a limitation on other remedies for breaches or material breaches of the Contract Documents. Contractor shall not be entitled for an extension of the Contract Time for a suspension of the Work pursuant to this Article VIII, paragraph D 3.

ARTICLE IX – CONTRACTOR'S REPRESENTATIONS/OBLIGATIONS

In order to induce City to enter into this Contract, Contractor makes and/or agrees to the following representations and terms:

1. Contractor has familiarized himself with the nature and extent of the Contract Documents, Work, locality, weather, and with all local conditions and federal, state and local laws, utility locations, ordinances, rules, policies and regulations that in any manner may affect cost, progress or performance of the Work. Contractor by its study excludes and releases the City from any implied warranties including but not limited to the "Spearin Doctrine", that the Plans and Specifications are adequate to perform the Work.
2. Contractor has made or caused to be made examinations, investigations and tests and studies as he deems necessary for the performance of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports or similar data are or will be required by Contractor for such purposes.
3. Contractor has correlated the results of all such observations, examinations, investigations, tests, reports and data with the terms and conditions of the Contract Documents.
4. Contractor has given Engineer written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by Engineer is acceptable to Contractor.
5. Contractor declares and agrees that the approval or acceptance of any part of the Work or material by the City, Engineer or any agent relating to compliance with the Contract Documents shall not operate as a waiver by the City of strict compliance with the terms and conditions of the Contract Documents.
6. Contractor acknowledges that the performance of the Work under the Contract Documents fulfills a City, and public purpose. To that end, Contractor agrees to investigate and respond to citizen complaints related to alleged damage caused by Contractor's performance of the Work within five (5) working days of receipt of the complaint from a citizen, Engineer, or the City, unless the Engineer grants Contractor additional time to respond. When a complaint is brought to the Contractor by a citizen (either through the City, Engineer, or directly from a citizen), the Contractor shall provide a response to the citizen (and provide the City and Engineer with a copy of such response) that identifies the citizen, citizen's street address and provides specific responses and actions taken or proposed to be taken by the Contractor to address the complaining citizen's complaint. If the Contractor fails to respond to a citizen complaint within five (5) working days, then the City may withhold subsequent progress payments until the complaint is addressed, as determined by the Engineer in his reasonable discretion.

7. Contractor shall be responsible for the satisfactory and complete execution of the Work described in the Contract Documents. The Contractor represents that it has the experience, financial capability and necessary personnel, equipment and material at its disposal to complete the Work in a good workmanlike manner in accordance with the Contract Documents without any defects in materials or workmanship.
8. The Contractor warrants and represents that all of its employees are treated equally without regard to race, color, disability, marital status, religion, sex, age or national origin and that during the performance of the Work, Contractor shall not engage in illegal discrimination.
9. Signature of this Contract by the Contractor shall act as the execution of a truth-in-negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this Contract are accurate, complete and current as of the date of the Contract. The said rates and costs shall be adjusted to exclude any significant sums should the City determine that the rates and costs were increased due to inaccurate, incomplete or non-current wage rates or due to inaccurate representations of fees paid to outside contractors. The City shall exercise its rights under this "Certificate" within one year following final payment.
10. The Contractor agrees that it will not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Contract with the City or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government. The Contractor hereby certifies that no official, officer, agent or employee of the City has any material interest (as defined in Section 112.312 (15), Florida Statutes, as over five percent (5%) either directly or indirectly, in the business of the Contractor to be conducted here, and that no such person shall have any such interest at any time during the term of this Contract.
11. Until acceptance of the Work by the City it shall be under the charge and custody of the Contractor and Contractor shall take every necessary precaution against injury or damage to the Work by the action of the elements or from any other cause whatsoever, arising either from the execution or from the non-execution of the Work. The Contractor shall rebuild, repair, restore and make good, without additional compensation, all injury or damage to any portion of the Work occasioned by any of the above causes before its completion and acceptance, except that in case of catastrophic damage the City may, at its discretion, reimburse the Contractor for the repair of such damage due to unforeseeable causes beyond the control of and without the fault or negligence of the Contractor including, but not restricted to, Acts of God, of the public enemy or of governmental authorities.

ARTICLE X – NO LIENS

Contractor acknowledges and agrees that the City is a Florida municipality, and as such, the City's property, the Work and the Project involved are not subject to construction liens pursuant to Chapter 713, Florida Statutes and other any liens. Contractor and its subcontractors, materialmen and laborers shall not file or record claims of lien or any other liens against the Work, the Project or any property owned by the City. Contractor hereby agrees to indemnify, defend and hold the City harmless from all liens filed by Contractor and its subcontractors, materialmen and laborers and all other claiming through Contractor against the Project, Work and any property owned by the City, including for the City's attorneys' fees and costs (including for pre-suit, trial and appellate level expenses with attorneys selected by the City). All subcontractors, materialmen, laborers, vendors and all others claiming by and through Contractor shall look exclusively to the payment bond posted in accordance with Section 255.05, Florida Statutes, if not properly paid. If a Notice of Commencement is executed and recorded for the Project, the Project's Payment Bond shall be attached to the Notice of Commencement and the following statement shall be added to the Notice of Commencement:

“This is a public construction project of the City of DeBary, a Florida municipality and as such the public property and the project involved is not subject to construction liens pursuant to Chapter 713, Florida Statutes or any other liens. No liens shall be filed against the Project or any property of the City of DeBary. All subcontractors, materialmen, laborers, vendors and all others claiming by and through Contractor shall look to the payment bond posted in accordance with Section 255.05, Florida Statutes and attached hereto for payment, if not properly paid.”

ARTICLE XI - Indemnification, Hold Harmless, and Workers Compensation

(a) Contractor hereby indemnifies and holds the City of DeBary and its officials, employees, representatives, and agents harmless from and against any and all claims, disputes, lawsuits, injuries, damages, construction liens, attorneys' fees (including trial and appellate fees), costs and experts' fees, interest and all adverse matters in any way arising out of or relating to acts, omissions, negligence, misrepresentations or defaults of Contractor and/or Contractor's employees, agents, officers, representatives, and subcontractors related to this Agreement.

(b) To the extent that Contractor does not have workers compensation insurance coverage, Contractor hereby warrants and represents that Contractor is not required to have such coverage under Florida law or any other law. Failure to carry workers compensation insurance where required by law shall constitute a material breach of this Agreement. Contractor's indemnification and hold harmless obligations under subsection (a) of this section expressly include but are not limited to any and all claims by any injured employee of Contractor, regardless of the merits of such claim. None of

Contractor's employees, agents, officers, representatives, or subcontractors shall be considered employees of the City for purposes of workers compensation or for any other purpose.

(c) This section survives termination, expiration, and/or completion of this Agreement.

ARTICLE XII – PUBLIC RECORDS

The Contractor acknowledges and agrees that the City is a public entity that is subject to Florida's public records laws and as such, documents in Contractor's control and possession (including subcontractors) relating to the Project and Work performed for the City are subject to inspection pursuant to Chapter 119, Florida Statutes, unless otherwise exempt, excepted or a record does not meet the definition of a public record by applicable law. It is hereby specifically agreed that any record, document, computerized information and program, e-mail, electronic file, memo, drawing, audio or video tape, photograph, or other writing of the Contractor and its employees, sub-contractors and associates related, directly or indirectly, to this Contract, are likely considered to be Public Records whether in the possession or control of the City or the Contractor (including subcontractors), unless an exemption or exception under applicable law applies. Such records, documents, computerized information and programs, e-mails, electronic files, memos, drawings, audio or video tapes, photographs, or other writings of the Contractor are subject to the provisions of Chapter 119, Florida Statutes and applicable retention schedules, and may not be destroyed without the specific written approval of the City's City Clerk. While in the possession and control of the Contractor, all public records shall

be secured, maintained, preserved, and retained in the manner specified pursuant to the Public Records Law. Upon request by the City, the Contractor shall, within three (3) business days, supply copies of said public records to the City. All books, cards, registers, receipts, documents, and other papers in connection with this Contract shall, at any and all reasonable times during the normal working hours of the Contractor, be open and freely exhibited to the City for the purpose of examination and/or audit. Since the City's documents are of utmost importance to the conduct of City business and because of the legal obligations imposed upon the City and Contractor by the Public Records Law, Contractor agrees that it shall, under no circumstances, withhold possession of any public records, including originals, copies or electronic images thereof when such are requested by the City, regardless of any contractual or other dispute that may arise between Contractor and the City. Upon termination of this Contract, termination of Contractor's work under this Contract, or Acceptance of the Work by the City, whichever occurs first, the Contractor shall, at Contractor's expense, turnover the original or copy of all public records in Contractor's (including sub-contractors) control and possession to the City, except as otherwise directed by the City. Contractor hereby indemnifies the City concerning any claims, damages, suits, judgments, losses, attorneys' fee and litigation cost claims, expenses and penalties arising out of or concerning Contractor's and its subcontractors' violation of Public Records Law or this paragraph, including for the City's attorneys' fees and costs. This paragraph shall survive expiration and termination of this Contract.

ARTICLE XIII – OWNERSHIP OF DOCUMENTS

The Contractor shall deliver to the City for approval and acceptance, and before eligible for final payment of any amounts due, all Work Product (whether or not completed), as herein defined, developed, prepared or purchased for the Work or pursuant to this Contract. All written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the City will be kept confidential by the Contractor, at Contractor's expense and will not be disclosed to any other party, directly or indirectly, without the City's prior written consent unless required by a lawful order of court. Contractor may, during the course of its engagement hereunder, have access to, and acquire knowledge of or from, materials, data, strategies, systems or other information relating to the Work and City's facilities, which may not be accessible or known to the general public. All such knowledge acquired by Contractor shall not be used, published or divulged by Contractor to any other person, firm or corporations, or in any advertising or promotion regarding Contractor or its services, or in any other manner or connection whatsoever without first having obtained the written permission of City, which permission City may withhold in its sole discretion. Any confidentiality issues which may arise as matters of compliance with public records laws shall immediately be referred to the City Clerk.

All drawings, maps, sketches, test results, surveys, plans, designs, tangible work product and other data developed, produced or purchased under this Contract or at the City's expense ("Work Product") shall be and remain the sole and exclusive property of the City

when developed, produced or purchased and City shall be vested with all rights thereof. The City shall have all rights to use the Work Product, including but not limited to the right to reproduce and reuse Work Product at the discretion of the City. In the event of termination of this Contract or termination of Contractor's work under this Contract, the Contractor shall promptly (no more than five (5) business days from termination) furnish the City, at no additional cost or expense to the City, the Work Product (whether or not completed). Whenever required to be produced, Contractor, at its expense, shall provide the City with one (1) physical copy and one (1) copy in electronic format of the Work Product. This paragraph shall survive expiration and termination of this Contract.

ARTICLE XIV – MISCELLANEOUS PROVISIONS

1. Terms used in the Contract which are defined in the General Conditions of the Contract shall have the meanings designated in those Conditions.
2. All references herein and in the General Conditions to Engineer in the context of supervisory/inspecting authority, including review of change orders and applications for payment, shall be replaced with and refer to the City's Parks Engineer ("Engineer").
3. All covenants and agreements herein contained shall extend to and be obligatory on the successors and assigns of the Contractor and of the City, but the Contractor shall not assign this agreement or any payments to become due there under except with the prior written consent of the City. The Contractor agrees that its rights to payment hereunder and the rights of any assignee shall be subject to the rights of the City arising prior to such payment. The City shall have the right to assign its rights hereunder without prior notice to the Contractor and, in the event of such assignment, the Contractor shall continue to perform its obligations hereunder for the account of the assignee; provided, however, that such obligations shall be conditioned upon such assignee covenanting to make all payments required by the Contract Documents and not paid prior to the date of such substitution.
4. The Contractor hereby assigns to the City (and its assigns) all its interest in any purchase orders now existing or hereinafter entered into by the Contractor for performance of any part of the work which assignment will be effective upon acceptance by the City in writing and only as to those subcontracts and purchase orders which the City designates in said assignment at any time during the course of construction prior to final completion. ***IT IS FURTHER UNDERSTOOD AND AGREED THAT ALL PURCHASE ORDERS SHALL PROVIDE THAT THEY ARE FREELY ASSIGNABLE BY THE CONTRACTOR TO THE CITY AND/OR ITS ASSIGNS. THIS ASSIGNMENT IS PART OF THE CONSIDERATION FOR ENTERING INTO THIS CONTRACT WITH THE CONTRACTOR AND MAY NOT BE WITHDRAWN PRIOR TO FINAL COMPLETION OF THE PROJECT.***
5. For purposes of verifying that cost or pricing data submitted, in conjunction with the

negotiation of this Contract or any contract change or other modification, are accurate, complete, and current, the City or its authorized representatives, shall - until the expiration of three (3) years from the date of Final Payment under this Contract - have the right to examine those books, records, documents and other supporting data which will permit adequate evaluation of the cost or pricing data submitted, along with the computations and projections used therein, which were prepared by the Contractor prior to and after the date of execution of the Contract, but relating to the Contract. The Contractor agrees to insert the substance of this clause in all subcontracts hereunder so as to apply until three (3) years after Final Payment under the subcontract, unless the price is based on established catalog or market prices of commercial items sold in substantial quantities to the general public, or prices are set by law or regulation.

6. Any written notice required or given pursuant to or in relation to the Contract shall be sent certified or registered mail, postage prepaid, with return receipt requested or by overnight courier service with delivery verification (such as UPS or Fedex) sent to the following addresses:

If to the City: City of DeBary
 Attn: City Manager
 16 Colomba Rd.
 DeBary, Florida 32713

If to the Contractor: _____

7. The Contractor shall be responsible for obtaining and paying for all Project permits, licenses and related fees for construction including but not limited to: Building Permit, Utility Permits including Water, Sewer and Electrical Permits, Utility Hook Ups and Impact Fees and any additional Permit or Fee associated with the issuance of the Building Permit exclusive of Road Impact Fees which will be paid directly by the Owner. The Contractor shall be responsible for coordinating the connection and commencement of all electrical, sewers, water and other utility services as applicable.
8. In the event of a conflict between any provision of the other Contract Documents and this Contract, the provisions of this Contract shall be deemed to govern to the extent of the conflict.
9. Disagreement is to be governed by the law of the State of Florida. Venue for any litigation between the parties to this Contract shall be in Volusia County, Florida and any trial shall be non-jury.

10. The parties expressly agree that each party shall be solely responsible for their own attorneys' fees and costs incurred in any negotiation, dispute resolution or litigation related to or arising out of the Project and this Contract, except as otherwise expressly specified in the Contract Documents (by way of example: bonds and indemnity provisions).
11. The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission percentage, brokerage or contingent fee accepting bona fide employees or established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the City in its discretion shall have the right to cancel this Contract without liability or, to remain a party to this Contract and deduct from the Contractor's compensation the full amount of such commission percentage, brokerage, or contingent fee.
12. Contractor and their subcontractors shall be licensed to perform the required work in accordance with the laws of the State of Florida and local ordinances.
13. IN NO EVENT SHALL THE CITY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OR DELAY DAMAGES, INCLUDING LOSS OF PROFITS, LOSS OF REVENUE, OR LOSS OF USE, OR COST OF COVER INCURRED BY CONTRACTOR, SUB-CONTRACTORS OR ANY THIRD PARTIES ARISING OUT OF THIS CONTRACT AND/OR CONCERNING THE PERFORMANCE OF WORK BY THE CONTRACTOR, SUB-CONTRACTORS OR BY THE CITY UNDER THIS CONTRACT.
14. In accordance with the provisions of Section 255.05, Florida Statutes and the Bid Documents, the Contractor, at Contractor's expense, shall provide to the City, a Performance Bond and Payment Bond for the Project, each in an amount not less than the total construction cost for the Project and in a form acceptable to the City and meeting the requirements of the Bid Documents. The Performance Bond and Payment Bond shall be delivered to City prior to the commencement of any Work under this Contract and shall not expire until expiration of the warranty periods for the Project. The Contractor shall cause the posting of the Payment Bond in accordance with Section 255.05, Fla. Stat. prior to commencement of Work.
15. If any terms or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, to be held invalid or unenforceable, the remainder of this Contract, or the application of such terms or provision, to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

16. This Contract shall become effective on the Effective Date and shall remain in effect until the Contractor completes the Work required by this Contract to the full and complete satisfaction of the City, unless terminated earlier. "Effective Date" shall be the date on which the last signatory hereto shall execute this Contract.

[SIGNATURE PAGE ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have made and executed this Contract, the day and year first above written.

[INSERT CONTRACTOR NAME]

Phifer Industries, Inc.
CONTRACTOR

(Seal)

By _____
(Title)

ATTEST:

DATE _____

City of DeBary, FLORIDA

(Seal)

BY: _____
Karen Chasez, Mayor

ATTEST:

DATE _____

City Clerk

PERFORMANCE BOND

STATE OF FLORIDA
COUNTY OF _____

KNOW ALL MEN BY THESE PRESENTS that _____
_____ as Principal, hereinafter called Contractor,
and _____ as Surety, hereinafter called
Surety,
are held and firmly bound unto the City of DeBary, Florida, as obligee, hereinafter called
City, in the amount of _____ Dollars (\$_____) 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 _____, 2019, entered
into a Contract with City for:

CITY OF DEBARY RIVER CITY NATURE PARK – RESTROOM ADDITION BID No. 02-20R

in accordance with Drawings and Specifications prepared by the City, 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 its 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 there under, then this obligation shall be void; otherwise, this Bond shall
remain in full force and effect, in accordance with the following terms and conditions:

1. 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, **including without limitation
those for delay**, expenses, costs, and attorney's fees including appellate
proceedings, 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.
2. 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 its Surety.

- 3. 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 wise 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.
- 4. The surety presents and warrants to the City that they have a Best's Key Rating Guide General Policyholder's Rating of " _____ " and Financial Category of "Class _____".

IN WITNESS WHEREOF, the above bounded parties executed this instrument under their several seals, this _____ day of _____ 2019, 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:

Authorized Officer

(Affix Seal)

WITNESSES:

Title

WITNESS:

Business Address

City

State

WITNESS:

SURETY:

Corporate Surety

Attorney-in-Fact (Affix Seal)

Business Address

City State

Name of Local Insurance Agency

Phone: (____) _____

PAYMENT BOND

STATE OF FLORIDA
COUNTY OF _____

KNOW ALL MEN BY THESE PRESENTS that _____

_____ as Principal, hereinafter called Contractor, and

_____ as Surety, hereinafter called Surety,

are held and firmly bound unto the City of DeBary, Florida, as Obligee, hereinafter

called City, in the amount of _____ Dollars (\$_____)

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 _____, 2019 entered into a Contract with City for:

**CITY OF DEBARY
RIVER CITY NATURE PARK – RESTROOM ADDITION
BID No. 02-20**

in accordance with Drawings and Specifications prepared by the City, 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 promptly make payments to all claimants, as herein below defined, then this obligation shall be void; otherwise, this Bond shall remain in full force and effect, subject to the following terms and conditions:

1. A claimant is defined as any person supplying the Principal with labor, material and supplies, used directly or indirectly by the said Principal of any subcontractor in the prosecution of the work provided for in said Contract.
2. The above named Principal and Surety hereby jointly and severally agree with the City that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after performance of the labor or after complete delivery of materials and supplies by such claimant, may sue on this Bond for the use of such claimant, prosecute the suite to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The City shall not be liable for the payment of

the costs or expenses of any such suit.

3. No suit or action shall be commenced hereunder by any claimant:
 - a. Unless claimant, other than one having a direct contract with the Principal, shall within ninety (90) days after such claimant's performance of the labor or complete delivery of materials and supplies, deliver to the Principal written notice of the performance of such labor or delivery of such material and supplies and the nonpayment therefore.
 - b. 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.
 - c. Other than in a state court of competent jurisdiction in and for the City 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.
4. 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.
5. 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.
6. The Surety represents and warrants to the City that they have a Best's Key Rating Guide General Policyholder's rating of "_____" and Financial Category of "Class _____".

IN WITNESS WHEREOF, the above bounded parties executed this instrument under their several seals, this _____ day of _____ 2019, A.D., the name and corporate seal of

each corporate party being hereto affixed and these presents duly signed by its under-signed 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:

Authorized Officer (Affix Seal)

WITNESSES:

Title

Business Address

City State

SURETY:

Corporate Surety

Attorney-in-Fact (Affix Seal)

Business Address

City State

Name of Local Insurance Agency

Phone: (____)_____

WITNESS:

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 the signature, and that the 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
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 that this person is the Attorney-in-Fact, for the _____ and that this person has been authorized by _____ to execute the foregoing bond on behalf of the Contractor named therein in favor of the City of DeBary, Florida.

Subscribed and sworn to before me this ____ day of _____, 2019, A.D.

(Attach Power of Attorney to
Original Bid Bond and Financial
Statement from Surety Company)

Notary Public
State of Florida-at-Large

My Commission Expires: _____

- END PAYMENT BOND -

**CITY OF DEBARY – BID NO. 02-20R
RIVER CITY NATURE PARK – RESTROOM ADDITION**

CONSTRUCTION CONTRACT - GENERAL CONDITIONS

ARTICLE 1 - PRELIMINARY MATTERS

1. COPIES OF DOCUMENTS - CITY will furnish to the CONTRACTOR five (5) sets of Drawings and Specifications, at no cost to the CONTRACTOR. Additional copies will be furnished upon request at the cost of reproduction.
2. COMMENCEMENT OF CONTRACT TIME; NOTICE TO PROCEED - The Contract Time will commence to run on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within thirty days after the day on which CITY delivers the executed Contract to CONTRACTOR.
3. STARTING THE PROJECT - CONTRACTOR shall start to perform its obligations under the Contract Documents on the date indicated on the Notice to Proceed. No Work shall be done at the site prior to such date without CITY's permission.
4. BEFORE STARTING CONSTRUCTION
 - A. Before undertaking any 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. It shall at once report in writing to ENGINEER any conflict, error or discrepancy which it may discover.
 - B. Within ten (10) days after receipt of the executed Contract by the CONTRACTOR, CONTRACTOR shall submit to Engineer a tentative Progress Schedule indicating the starting and completion dates of the various stages of the Work and a preliminary schedule of Shop Drawing submissions.
 - C. Within twenty (20) days after receipt of the executed Agreement/Contract by the CONTRACTOR, but before starting the Work at the site, a conference will be held to review the above schedules, to establish procedures for handling Shop Drawings and other submissions and for processing Applications for Payment, and to establish a working understanding between the parties as to the Project. Present at the conference will be CITY or its Representative, ENGINEER, Resident Project Representative (if any), CONTRACTOR and its Engineer and any other representatives of parties involved in the Project, as CITY may require.

ARTICLE 2 - CORRELATION, INTERPRETATION AND INTENT OF CONTRACT DOCUMENTS

1. INTENT - It is the intent of the Specifications and Drawings to describe a complete project to be constructed in accordance with the Contract Documents and to include all items necessary for the proper execution and completion of the Work. The Contract Documents comprise the entire agreement between CITY and CONTRACTOR. They may be altered only by a Modification.
2. CONTRACT DOCUMENTS - The Contract Documents are complementary; what is called for by one is as binding as if called for by all. The CONTRACTOR shall review the Contract Documents and if there is a conflict, error, discrepancy or omission in these Documents, it shall call it to the Engineer's attention in writing, at once, and before proceeding with the Work affected thereby. In resolving such conflicts, errors, discrepancies, and omissions, the documents shall be given precedence in the following order: Agreement/Contract, Modifications, Addenda, Instructions to Bidders, General Conditions, Specifications and Drawings. Written figure dimensions on Drawings shall govern over scale dimensions, and detailed Drawings shall govern over general Drawings. Any Work that may reasonably be inferred from the Contract Documents as being required to produce the intended result shall be supplied whether or not it is specifically called for. Work, materials or equipment described in words which so applied have a well-known technical or trade meaning shall be deemed to refer to such recognized standards.
3. VARIANCE OF CONDITIONS
 - A. If the Contractor believes that any conditions met by it are at variance with the conditions shown by the Contract Documents, that there is any conflict, error, discrepancy or omission in the Contract Documents, or that any instructions given by the Engineer are at variance with the Contract Documents, it shall notify the Engineer, in writing, within Seventy-two (72) hours of the discovery of such conflict, variance, error, discrepancy or omission specifying the same. No Work affected by such conflict, variance, error, discrepancy or omission shall be done, except in the case of emergency endangering life or property, which would result in a claim by the CONTRACTOR for extra compensation until the question has been resolved as herein specified. The CONTRACTOR shall, however, proceed with other Work not in question or affected thereby and not deemed by it to entitle it to extra compensation. The performance by the CONTRACTOR of Work affected by the conflict, variance, discrepancy, error or omission without giving notice within the time above specified or after such notice and before the resolution of the question shall be deemed an acknowledgment by the CONTRACTOR that no extra cost is involved, and that if inappropriate, the Work so performed will be removed and replaced with proper Work, and shall constitute an absolute waiver of any claim for extra compensation resulting there from.
 - B. If the ENGINEER determines that a conflict, variance, discrepancy, error or omission exists, the correction of which the CONTRACTOR agrees will not involve extra cost, the Engineer shall order the necessary change or

correction and the CONTRACTOR shall proceed with the work. If the CONTRACTOR does not agree that extra cost is not involved, the matter shall be submitted to the CITY in the manner provided for in Article 13 - SETTLEMENT OF DISPUTES. The CONTRACTOR shall proceed with the changes specified by the ENGINEER to correct the conflict, variance, error, discrepancy or omission without further delay and the questions of extra compensation shall be determined as provided in Article 7 Paragraph 7 of these General Conditions entitled DECISIONS ON DISAGREEMENTS.

- C. Under any circumstances wherein delay in the Work during the determination of questions relating to variances, errors, or discrepancies, or any other matter would involve, in the opinion of the CONTRACTOR, danger to life or property, the CONTRACTOR shall proceed with the Work and take such steps as it deems necessary to correct the condition. It shall notify the Engineer within seventy-two (72) hours after the circumstances arose. If the CONTRACTOR believes the measures taken entitle it to extra compensation, the parties shall endeavor to agree upon an amount. Upon the failure to do so, the matter shall be determined as provided for in Article 13 - SETTLEMENT OF DISPUTES of these General Conditions. The failure of the CONTRACTOR to notify the Engineer within the time above specified or to present in writing at that time its claim that it is entitled to extra compensation shall be deemed as an absolute waiver by it of any right to extra compensation therefore.

4. GIVING NOTICE

Whenever any provision of the Contract Documents requires the giving of written notice, it shall be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid to the last business address known to it who gives the notice.

5. COMPUTATION OF TIME

When any period of time is referred to in the Contract Documents by days, it shall be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day shall be omitted from the computation.

6. DUTIES AND OBLIGATIONS

The duties and obligations imposed by the Contract Documents and the rights and remedies available hereunder, and, in particular, but without limitation, the warranties, guarantees and obligations imposed upon CONTRACTOR by Article 4, Paragraph 14, Article 11, Paragraphs 1 and 7 and Article 12, Paragraph 3 of these General Conditions, the rights and remedies available to CITY there under, shall be in addition to and shall not be construed in any way as a limitation of any rights and remedies available to it which are otherwise imposed or available by law, by special guarantee or by other provisions of the Contract Documents.

Should CITY or CONTRACTOR suffer injury or damage to its person or property because of any error, omission or act of the other or of any of its employees or agents or others for whose acts it is legally liable, claim shall be made in writing to the other party within a reasonable time of the first observance of such injury or damage.

The Contract Documents shall be governed by the laws of the State of Florida, the County of Volusia and City of DeBary, Florida.

**ARTICLE 3 - AVAILABILITY OF LANDS:
PHYSICAL CONDITIONS; REFERENCE POINTS**

1. AVAILABILITY OF LANDS

A. City shall furnish, as indicated in the Contract Documents and not later than the date when needed by CONTRACTOR, the lands upon which the Work is to be done, right-of-way for access thereto, and such other lands which are designated for the use of CONTRACTOR. Easements for permanent structures or permanent changes in existing facilities will be obtained and paid for by CITY, unless otherwise specified in the Contract Documents. If CONTRACTOR believes that any delay in CITY's furnishing these lands or easements entitles it to an extension of the Contract Time, it may make a claim therefore as provided in Article 10 of these General Conditions. CONTRACTOR shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of material and equipment.

B. The CITY will, upon request, furnish to the CONTRACTOR copies of all available boundary surveys.

2. UNFORSEEN PHYSICAL CONDITIONS - CONTRACTOR shall notify CITY and Engineer in writing within seventy-two (72) hours of discovery of any subsurface or latent physical conditions at the site differing materially from those indicated in the Contract Documents. ENGINEER will promptly investigate those conditions and advise CITY in writing if further surveys or subsurface tests are necessary. Promptly thereafter, CITY shall obtain the necessary additional surveys and tests and furnish copies to Engineer and CONTRACTOR. If ENGINEER finds that physical conditions which differ materially from those intended In the Contract Documents, and which could not reasonably have been anticipated by CONTRACTOR, a Change order shall be issued incorporating the necessary revisions.

3. REFERENCE POINTS

- A. Unless otherwise provided in the Contract Documents, CONTRACTOR shall lay out its Work from base lines and benchmarks established by the CITY and shall be responsible for all measurements in connection therewith.
- B. Unless otherwise provided in the Contract Documents, the CITY will furnish upon request by the CONTRACTOR, all location and limit marks reasonably necessary for the execution of the work. Benchmarks will also be established by the CITY at pertinent points for control of elevations and for grades unless otherwise provided in the Contract Documents.
- C. The CONTRACTOR shall, at its own expense, furnish all stakes, templates, patterns, and platforms, equipment and labor that may be required in setting and cutting, or laying out any part of the work. After base lines and bench marks for the Work have been provided by the CITY, the CONTRACTOR will be held responsible for the proper execution of the Work to such lines and grades, and all stakes or other marks shall be preserved by the CONTRACTOR until removal is authorized. The CITY may require that Work be suspended at any time when for any reason such marks cannot be properly followed.
- D. The CONTRACTOR shall keep the CITY and Engineer informed, a reasonable time in advance, of the times and places at which it intends to do Work in order that lines and grades may be furnished, that inspection may be provided and that necessary measurements for the record may be made with the minimum of inconvenience to the CITY or of delay to the CONTRACTOR.
- E. The CONTRACTOR shall report to the CITY and Engineer whenever any reference point is lost or destroyed, or requires relocation because of changes in grades or locations. The CONTRACTOR shall replace and accurately relocate all reference points so lost, destroyed or moved.

ARTICLE 4 - CONTRACTOR'S RESPONSIBILITIES

1. SUPERVISION AND ENGINEER

- A. CONTRACTOR shall supervise and direct the work efficiently and with its best skill and attention. It shall be solely responsible for the means, methods, techniques, sequences and procedures of construction. The CONTRACTOR shall be exclusively responsible to see that the finished Work complies accurately and completely with the Contract Documents.

- B. CONTRACTOR shall maintain on the Worksite at all times during work progress a competent resident Engineer, who shall not be replaced without written notice to City and Engineer except under extraordinary circumstances. The Engineer will be the Contractor's representative at the site and shall have authority to act on behalf of the CONTRACTOR. All communications given to the Engineer shall be as binding as if given to CONTRACTOR.

2. LABOR, MATERIALS AND EQUIPMENT

- A. The CONTRACTOR shall provide competent, qualified personnel to lay out its Work from base lines and benchmarks established and to perform construction as required by the Contract Documents. It shall at all times maintain good discipline and order at the site.
- B. CONTRACTOR shall furnish all material, equipment, transportation, labor, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water and sanitary facilities and all other facilities and incidentals necessary for the execution, testing, initial operation and completion of the Work, unless otherwise provided in the Contract Documents.
- C. All materials and equipment shall be new except as otherwise provided in the Contract Documents. If required by Engineer, CONTRACTOR shall furnish satisfactory evidence as to the kind and quality of materials and equipment.
- D. All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturer, fabricator, supplier or distributor, except as otherwise provided in the Contract Documents.
- E. The CONTRACTOR shall be responsible for providing a complete and operable installation of all equipment it furnishes. Any changes or modifications required to the Contract Documents as a result of the equipment manufacturer's requirements, and all adjustments to all other Work affected thereby, including but not limited to, added engineering costs due to redesign (to be paid to the ENGINEER), structural, mechanical, electrical, heating, ventilation and air conditioning changes shall be borne by the CONTRACTOR at no additional cost to the CITY.
- F. The protection of stored supplies and materials shall be the Contractor's responsibility and the City shall not be liable for any loss of supplies and materials, by theft or otherwise, nor for any damage to the stored supplies and materials. Materials shall be so stored as to insure the preservation of their quality and fitness for the Work and shall be so located as to facilitate prompt inspection, and to minimize noise impacts on sensitive receivers. Materials improperly stored may be rejected without testing.

3. SUBSTITUTE MATERIALS OR EQUIPMENT

- A. If the General Requirements of the Specifications, Instructions to Bidders, law, ordinance or applicable rules or regulations permit CONTRACTOR to furnish or use a substitute that is equal to any material or equipment specified, and if CONTRACTOR wishes to furnish or use a proposed substitute, it shall submit to Engineer all pertinent information, plans, documents, data and material which may be necessary or desirable for ENGINEER to evaluate whether the material or equipment is an acceptable substitute. By virtue of such submittal, CONTRACTOR thereby warrants and represents that the proposed substitute will perform adequately the functions called for by the general design, be similar and of equal substance to that specified and be suited to the same use and be capable of performing the same function as the specified material or equipment.
- B. In addition, CONTRACTOR shall, prior to the conference called for in Article 1, Paragraph 4 (C) of these General Conditions make written application to Engineer for approval of such substitute material or equipment which shall include a certification as to the satisfaction of the requirements of Paragraph "A" above, and which shall also state whether or not its incorporation in or use in connection with the Project is subject to the payment of any license fee or royalty and shall identify all variations of the proposed substitute from that specified. At the election of Engineer, CONTRACTOR shall also have the substitute supplier of material or equipment sign the certification required by this paragraph.
- C. No substitute materials or equipment shall be ordered or installed without the written approval of Engineer who will be the sole judge of equality, and Engineer may require CONTRACTOR to furnish such other data as it considers appropriate. No materials or equipment shall be ordered or installed without first complying with Paragraphs A and B above and furnishing any guarantee or replacement bonds (150% of replacement cost) required by CITY to be named as sole obligee, which shall be furnished at Contractor's expense. The approval by Engineer of any substitute material or equipment shall not diminish the Contractor's or supplier's responsibility for the material or equipment submitted as a substitute under this Article.
- D. If subsequent to the award of the Contract for the rare occasions that it becomes necessary (because of delays in delivery, strikes, discontinuance of manufacture of items specified or the approved substitutions prior to award) to use an item of equipment or material which is of a different type than the equipment or material specified, or the approved equal thereof, the Engineer, by change order may authorize the use of such different type equipment or material. Each such different type item (and possibly changes in other parts of the Work related to the item) may be the same, more or less, in cost than the item specified. In its request for use of such different type item, the CONTRACTOR shall submit to the Engineer in writing a complete description of the proposed item including dimensions, operational characteristics, changes (if any) that will be required to other

related parts of the Work, etc. It shall also submit to the Engineer in writing full information as to costs of the item specified, the cost of the different type item being proposed as well as costs (additional or credits) of changes (if any) to any related parts of the work. Such information shall be in such form and detail as to permit the Engineer to check, to its satisfaction, the costs involved. Upon approval of such different type item when the cost thereof is less or greater, the Engineer will recommend by change order in writing the proper adjustment in payment to the CONTRACTOR.

4. PATENT FEES AND ROYALTIES: CONTRACTOR shall pay all license fees and royalties and assume all costs incident to the use in the performance of 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) 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.
5. PERMITS
 - A. CONTRACTOR shall obtain and pay for all construction permits and licenses, except as otherwise noted, and shall pay all governmental charges and inspection fees necessary for the prosecution of the Work, which are applicable at the time of its Bid.
 - B. The CONTRACTOR shall obtain and pay for insurances that may be required by the various permits.
 - C. Before starting work, the CONTRACTOR shall obtain and pay for all required licenses, permits and related fees for Construction including, but not limited to: Building Permits, Utility Permits, Water and Sewer Hookup and Impact Fees and any additional Permit or Fee associated with the issuance of the Building Permit exclusive of Road Impact Fees which will be paid directly by the CITY.
6. LAWS AND REGULATIONS - CONTRACTOR shall give all notices and comply with all laws, ordinances, rules and regulations applicable to the Work. If CONTRACTOR observes that the contract Documents are at variance therewith, it shall give the Engineer written notice thereof, within seventy-two (72) hours of its observation, and any necessary changes shall be adjusted by an appropriate Modification. If CONTRACTOR performs any Work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to Engineer,

it shall bear all costs arising there from.

7. TAXES - CONTRACTOR shall pay all sales, consumer, use and other similar taxes required to be paid by it in compliance with the law of the place where the Work is to be performed, unless otherwise stipulated elsewhere in the Contract Documents. CITY is exempt from Florida Sales Tax and will provide current Certificate of Exemption.
8. USE OF PREMISES/USE OF PUBLIC STREETS
 - A. CONTRACTOR shall confine its equipment, the storage of materials and equipment and the operations of its workers to areas permitted by law, ordinances, permits, or the requirements of the Contract Documents, and shall not unreasonably encumber the premises with materials or equipment.
 - B. CONTRACTOR shall not place or maintain, or allow to be placed or maintained, any advertising matter, sign, bill, poster, etc., on or about the site, except those required by law or by the Contract Documents, unless approved by the Engineer, in writing.
 - C. CONTRACTOR shall not load nor permit any part of any structure to be loaded with weights that will endanger the structure, nor shall it subject any part of the Work to stresses or pressures that will endanger it.
 - D. USE OF PUBLIC STREETS - The use of public streets shall be such as to provide a minimum of inconvenience to the public and to other traffic. The CONTRACTOR's vehicles and other equipment shall be operated in such manner that they will not be a hazard or hindrance to the traveling public. Materials stored along the road shall be placed so as to cause as little obstruction to the traveling public as possible. Any earth or other excavated material spilled from trucks shall be removed by the CONTRACTOR and the streets cleaned to the satisfaction of the CITY.
 - E. The CONTRACTOR shall preserve from damage all property (including public and private property and utilities) along the line of Work, and which is in the vicinity of or is in any way affected by the Work, the removal or destruction of which is not called for by the Plans and whenever such property is damaged due to the activities of the CONTRACTOR or any of its subcontractors, agents or employees, it shall be immediately restored to a condition similar or equal to that existing before such damage or injury was done by the CONTRACTOR, and at its own expense, or CONTRACTOR shall make good such damage or injury in an acceptable manner.

F. No additional monetary compensation will be allowed for any delays, disruptions, inconveniences, inefficiencies, constructive acceleration or damages of any nature sustained by CONTRACTOR due to any delay, disruptions, constructive accelerations, inefficiency, interference relating to utilities or appurtenances or from the operations of relocating and installing utilities.

9. RECORD PLANS - CONTRACTOR shall keep one record copy of all Specifications, Drawings, Addenda, Modifications, and Shop Drawings at the site in good order and annotated to show all changes made during the construction process. These shall be available to Engineer and shall be delivered to it for CITY upon completion of the Project.

During the entire construction operation, the CONTRACTOR shall maintain records of all deviations from the Drawings and Specifications and shall prepare there from "record" drawings showing correctly and accurately all changes and deviations from the Work made during construction to reflect the Project as it was actually constructed. These drawings shall conform to recognized standards of drafting, shall be neat and legible. The sum of One Thousand Dollars (\$1,000) will be withheld from the Contract Price until delivery of the set of "record" drawings is made to the CITY.

10. SAFETY AND PROTECTION

A. The CONTRACTOR will be solely responsible for initiating formulating, supervising, reviewing and overseeing any and all safety precautions, practices, procedures, and programs which are or should be provided in connection with the Work. CONTRACTOR will take all necessary or proper precautions for the safety of and will provide the necessary protection to prevent damage, injury or loss to:

1. All employees on the Work Site and any other person who may be affected thereby whether or not such person is involved with the Work.
2. All the Work and all materials or equipment to be incorporated therein whether in storage on or off the site.
3. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

B. DAMAGE TO EXISTING STRUCTURES AND UTILITIES - The CONTRACTOR shall be responsible for and make good all damage to pavement beyond the limits of Contract Work, buildings, telephone or other cables, water pipes, sanitary pipes, or other structures which may be encountered, whether or not shown on the Drawings.

Information shown in the Contract Documents 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 this CONTRACTOR'S responsibility to determine the location, character and depth of any existing utilities. It 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 its activities.

- C. ADJUSTMENTS OF UTILITY CASTINGS, COVERS AND BOXES - All existing utility castings, including valve boxes, junction boxes, manholes, hand holes, pull boxes, inlets and similar structures in the areas of grading and paving shall be adjusted by the CONTRACTOR to bring them flush with the surface of the finished Work, if so shown on the drawings. Where these items are not shown on the drawings, (To be adjusted by Contractor), it will be the Utility Owners responsibility to adjust them.
 - D. NOTIFICATION TO UTILITY COMPANIES - The excavators shall comply with FL 77-153 regarding notification of existing gas and oil pipeline company owners. Evidence of such notice shall be furnished to the CITY prior to excavating.
11. EMERGENCIES - In emergencies affecting the safety 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 at its discretion to prevent threatened damage, injury or loss. It shall give Engineer written notice within seventy-two (72) hours of any significant changes in the Work or deviations from the Contract Documents caused thereby. If CONTRACTOR believes that additional Work done by it in an emergency which arose from causes beyond its control entitles it to an increase in the Contract Price or an extension of the Contract Time, it may make a claim therefore as provided in Articles 9 and 10 of these General Conditions.
12. **CLEANING - During the progress of the Work, to the full extent feasible, CONTRACTOR shall keep the Project Site free from accumulations of waste materials, rubbish and other debris resulting from the Work, and at the completion of the Work, it shall remove all waste materials, rubbish and debris from and about the Project as well as all tools, construction equipment and machinery, and surplus materials and shall leave the site clean and ready for occupancy and use by CITY. CONTRACTOR shall restore to their original condition those portions of the site not designated for alteration by the Contract Documents. If the Contractor fails to clean up as provided in the Contract Documents, the City may do so and City shall be entitled to reimbursement from the Contractor for said costs. Alternatively, if the Contractor fails to comply with this section, the City shall have the right to, after one warning to Contractor of non-compliance with this provision and a 24-hour opportunity to cure, assess Contractor \$100 per each day the Project Site is in non-compliance with this provision as liquidated damages and such assessment shall be deducted from the Contract Price and withheld from subsequent progress payment(s). If a repeat violation of this**

section occurs, the City shall have the right to immediately assess the Contractor, without prior notice and an opportunity to cure, \$100 per each day that the Project Site is in non-compliance.

13. HAZARDOUS OR TOXIC WASTE. When the CONTRACTOR's operations encounter or expose any abnormal condition, which may indicate the presence of a hazardous or toxic waste, such operations shall be discontinued in the vicinity of the abnormal conditions and the Engineer shall be notified immediately. The presence of tanks or barrels; discolored earth, metal, wood, ground water, etc.; visible fumes; abnormal odors; excessively hot earth; smoke; or other conditions which appear abnormal may be indicators of hazardous or toxic wastes and shall be treated with extraordinary caution. Every effort shall be made by the CONTRACTOR's operations shall not resume until so directed by the Engineer. Disposition of the hazardous or toxic waste will be made in accordance with the requirements and regulations of any Local, State, or Federal Agency having jurisdiction.

ARTICLE 5 - WORK BY OTHERS

1. WORK BY THE CITY - CITY may perform additional Work related to the Project by itself, or it may let other direct contracts therefore. CONTRACTOR shall afford the other Contractors who are parties to such direct contracts (or CITY, if it is performing the additional Work itself) reasonable opportunity for the introduction and storage of materials and equipment for the execution of work, and shall properly connect and coordinate its Work with theirs.
2. CONTRACTOR'S RESPONSIBILITY
 - A. If any part of Contractor's Work depends for proper execution or results upon the Work of any such other Contractor (or CITY), CONTRACTOR shall, prior to commencing the Work, inspect and promptly report to Engineer in writing any defects or deficiencies in such Work that render it unsuitable for such proper execution and results. Its failure to so report shall constitute an acceptance of the other Work as fit and proper for the relationship to its Work.
 - B. CONTRACTOR shall do all cutting, fitting and patching of its Work that may be required to make its several parts come together properly and fit it to receive or be received by such other work. CONTRACTOR shall not endanger any Work of others by cutting, excavating or otherwise altering others Work and will only cut or alter others Work with the written consent of Engineer and of the other Contractors' who's Work will be affected.

3. WORK BY OTHERS NOT NOTED - If the performance of additional Work by other Contractors or CITY is not noted in the Contract Documents prior to the execution of the contract, written notice thereof shall be given to CONTRACTOR prior to starting any such additional work. If CONTRACTOR believes that the performance of such additional Work by CITY or others involves it in additional expense or entitles it to an extension of the Contract Time, it may make a claim therefore as provided in Articles 9 and 10 of these General Conditions.
4. The CONTRACTOR shall arrange its Work and dispose of its materials so as not to interfere with operations of other contractors engaged upon adjacent work and to join his Work to that of others in a proper manner, in accordance with the spirit of the Plans and Specifications, and to perform his Work in the proper sequence in relation to that of other contractors. Each contractor shall be responsible for any damage done by him or his agents to the work performed by another contractor.

ARTICLE 6 - CITY'S RIGHTS AND RESPONSIBILITIES

1. GENERAL

- A. CITY shall issue all communications to CONTRACTOR through Engineer.
- B. CITY shall furnish the data required of it under the Contract Documents promptly and shall make payments to CONTRACTOR Promptly after they are due as provided in Article 12, Paragraphs 4(A) and 9(A) of these General Conditions.
- C. CITY's duties in respect of providing lands and easements and possibly providing engineering surveys to establish reference points, unless otherwise stipulated elsewhere, are set forth in Article 4, Paragraphs 1 and 3 of these General Conditions.
- D. In addition to its rights to request changes in the Work in accordance with Article 8 of these General Conditions, CITY (especially in certain instances as provided in Paragraph 8.4) shall execute Change Orders as provided under the Contract Documents.
- E. CITY's responsibility in respect of certain inspections, tests and approvals is set forth in Article 11, Paragraph 2 of these General Conditions.
- F. In connection with CITY's right to stop Work or suspend Work, see Article 11, Paragraph 5 and Article 13, Paragraph 1 of these General Conditions. Paragraph 13.2 deals with CITY's right to terminate services of CONTRACTOR.

ARTICLE 7 – ENGINEER’S STATUS DURING CONSTRUCTION

1. CITY’S REPRESENTATIVE - Unless otherwise provided elsewhere in the Contract Documents, the CITY’s Engineer (“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 Articles 1 through 15 of these General Conditions. Should the CITY appoint as its representative a party other than the Engineer, such CITY’S Representative shall have the same authority and duties as those assigned to the Engineer hereunder.

Contract administration, inspection and acceptance of materials and workmanship shall be the responsibility of the CITY. CITY may employ its own Field Representatives for such work or may authorize other party to perform such duties. Accordingly, the terms “Engineer”, “Inspector” and other references to the person or persons granting approval, authority or permission, conducting inspections or tests, observing the work and so forth, shall be defined as and understood to denote the CITY’s Representative or its authorized representative.

2. VISITS TO SITE - The Engineer shall make sufficient visits to the site for the exclusive purpose of observing the progress of the Work in order to evaluate, in general, whether the CONTRACTOR (S) are achieving the applicable performance parameters as generally embodied in the project's design and communicated via the drawings and Specifications. The Engineer shall not be responsible either directly or indirectly for the initiation, formulation, supervision or overseeing of construction means, methods, techniques, sequences or procedures, or safety precautions, practices, procedures or program employed in connection therewith. These matters shall be within the exclusive discretion, control and responsibility of the CONTRACTOR (S). Engineer shall not in any way be responsible for the failure of CONTRACTOR (S) to perform the construction Work in accordance with the Drawings and Specifications.
3. CLARIFICATIONS AND INTERPRETATIONS - Engineer will issue with reasonable promptness such written clarifications or interpretations of the Contract Documents (in the form of Drawings or otherwise) as may be necessary, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents. If CONTRACTOR believes that a written clarification and interpretation entitles it to an increase in the Contract Price, it may make a claim therefore as provided in Article 9 of these General Conditions. No oral clarification or interpretation shall be valid.
4. REJECTING DEFECTIVE WORK
 - A. Engineer will have authority to disapprove or reject Work which is "defective" (which term is hereinafter used to describe Work that is unsatisfactory, faulty or defective or does not meet the requirements of any inspection, test or approval referred to in Article 11, Paragraph 2 (A) of these General Conditions or has been damaged prior to approval of final payment or otherwise fails to comply with the Drawings or Specifications).

It will also have authority to require special inspection or testing of the Work as provided in Article 11, Paragraph 4(B) of these General Conditions, whether or not the Work is fabricated, installed or completed.

- B. Such authority to disapprove or reject or to require special inspection or testing shall not be construed as giving the Engineer, either directly or indirectly, any power, control or authority over the CONTRACTORS' construction means, methods, techniques, sequences or procedures (or safety precautions, practices, procedures or programs employed in connection therewith) and shall not be construed as giving the Engineer the power, control or authority to stop the Work, but Engineer shall recommend to CITY to order stopping the Work if it is in the CITY'S best interest.

5. SHOP DRAWINGS, CHANGE ORDERS AND PAYMENTS

- A. In connection with Engineer's responsibility for Shop Drawings and samples, see the appropriate Section of the Technical Specifications.
- B. In connection with Engineer's responsibility for Change Orders, see Articles 8, 9 and 10 of these General Conditions.
- C. In connection with Engineer's responsibilities in respect of Application for Progress Payments, etc., see Article 12 of these General Conditions.

- 6. RESIDENT PROJECT REPRESENTATIVES - If the CITY and Engineer agree, the Engineer will furnish a Resident Project Representative and assistants to assist the Engineer in carrying out its responsibilities at the site. If the design ENGINEER is not authorized by the CITY to provide a Resident Project Representative, the CITY will provide a City Representative authorized to perform such duties.

7. DECISIONS ON DISAGREEMENTS

- A. The Engineer will be the initial interpreter of the requirements of the Contract Documents and the judge of the performance there under. In its capacity as interpreter and judge, it will exercise its best efforts to insure faithful performance of the Work by both CITY and CONTRACTOR. It will not show partiality to either and will not be liable for the result of any interpretation or decision rendered in good faith. Claims, disputes and other matters relating to the execution and progress of the Work, or the interpretation of or performance under the Contract Documents, shall be referred to the Engineer for decision, which it will render in writing within a reasonable time.
- B. Should either CITY or CONTRACTOR object to any decision by the Engineer with respect to any such claim, dispute or other matter that has been referred to the Engineer,

except any which have been waived by the making or acceptance of final payment as provided in Article 12 of these General Conditions, Paragraph

12.11, such objection shall be resolved in accordance with Article 13. However, no demand for legal action for any such claim, dispute or other matter shall be made until the earlier of:

1. The date on which the Engineer has rendered its decision or
2. The tenth (10th) day after the parties has presented their evidence to the Engineer if it has not rendered its written decision before that date. No demand for legal action shall be made later than thirty (30) days after the date on which the Engineer rendered its written decision in respect of the claim, dispute or other matter as to which legal action is sought, and the failure to demand legal action within said thirty days' period shall result in the Engineer's decision being final and binding upon CITY and CONTRACTOR. If the Engineer renders a decision after legal proceedings have been initiated, such decision may be entered as evidence but shall not supersede the legal proceedings, except where the decision is acceptable to the parties concerned.

ARTICLE 8 - CHANGES IN THE WORK

1. **ADDITIONS, DELETIONS OR REVISIONS BY CITY** - The CITY, without invalidating the Contract, may order extra Work or make changes by altering, adding to, or deducting from the Work, the Contract Price being adjusted accordingly. Upon receipt of a Change Order, CONTRACTOR shall proceed with the Work involved. All such Work shall be executed under the conditions of the original contract except that any claim for extension of time caused thereby shall be adjusted at the time of ordering such change. If any Change Order causes an increase or decrease in the Contract Price or an extension or shortening of the Contract Time, an equitable adjustment will be made as provided in Article 9 or Article 10 of these General Conditions on the basis of a claim made by either party. The Contract Price and Contract Time may be changed only through a Change Order.
2. **MINOR CHANGES BY ENGINEER** - In giving instructions, the Engineer shall have authority to make minor changes in the Work not involving extra cost and not inconsistent with the purposes of the Contract. Except in an emergency endangering life or property, no extra Work or change shall be made unless pursuant to a Change Order from the CITY signed or countersigned by the Engineer, and no claim for an addition to the Contract Price shall be valid unless so ordered. If CONTRACTOR believes that any minor change or alteration authorized by Engineer entitles it to an increase in the Contract Price, it may make a claim therefore as provided in Article 9 of these General Conditions.
3. **UNAUTHORIZED WORK BY CONTRACTOR** - Additional Work performed by CONTRACTOR without authorization of a Change Order is done at its own risk and will not entitle it to an increase in the Contract Price or an extension of the Contract Time, except in the case of an emergency as provided in Article 4, Paragraph 12 and Article 11, Paragraph 4(B) of these General Conditions.

4. EXECUTION OF CHANGE ORDER

- A. CITY shall execute appropriate Change Orders prepared by Engineer covering changes in the Work to be performed as provided in Article 3, Paragraph 2 of these General Conditions and Work performed in an emergency as provided in Article 4, Paragraph 12 of these General Conditions and any other claim of CONTRACTOR for a change in the Contract Time or the Contract Price which is agreed upon by CITY.
- B. It is CONTRACTOR'S responsibility to notify its Surety of any changes affecting the general scope of the Work or change in the Contract Price, and the amount of the applicable Bonds shall be adjusted accordingly. CONTRACTOR shall furnish proof of such adjustment to CITY.
- C. Upon delivery of a Change Order executed by the CITY to the Engineer, the Change Order shall be deemed a part of this Contract in all respects and the Engineer shall instruct the CONTRACTOR to proceed accordingly by delivery of a fully executed copy thereof.
- D. Upon receipt of notification that a Change Order prepared as above has been submitted to the CITY, the CONTRACTOR shall not proceed with any part of the Work affected by said Change Order until said Change Order is signed by the CITY. If, however, the delay for said time would cause, in the opinion of the CONTRACTOR, a material increase in the cost for completing the work, the CONTRACTOR may proceed at its own risk. The failure of the CONTRACTOR to proceed during said time shall be deemed its acknowledgment that the delay will not cause any such expense to it.
- E. In determining the value of the Extra Work, addition or deletion, the need for delay and resultant additional cost, if any, to the CONTRACTOR shall be considered and specifically stated as part of the cost of the Extra Work or reduction of the credit for any deletion. Failure to specifically state such amount shall be deemed an admission by the CONTRACTOR of the absence thereof.
- F. It is the specific intent of the parties that the Work required is to be performed at the firm prices stated and that no extras or changes in the Work either additions or deletions involving a change in the Contract Price shall be undertaken nor performed by the CONTRACTOR, nor shall it receive any additional compensation nor allow any credit, (except for increase or decrease in quantity as hereinafter provided and with respect to emergencies) if said extras, changes, additions or deletions have not been expressly approved and authorized as expressly provided herein.

ARTICLE 9 - CHANGE OF CONTRACT PRICE

1. GENERAL

- A. The Contract Price constitutes the total compensation payable to CONTRACTOR for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by CONTRACTOR shall be at its expense without change in the Contract Price.
- B. The Contract Price may only be changed by a Change Order. Any claim for an increase in the Contract Price shall be based on written notice delivered to CITY and Engineer within fifteen (15) days of the occurrence of the event giving rise to the claim. Notice of the amount of the claim with supporting data shall be delivered within forty-five (45) days of such occurrence unless CITY allows an additional period of time to ascertain accurate cost data. Any change in the Contract Price resulting from any such claim shall be incorporated in a Change Order.
- C. Value of Work Covered by Change Order
 - 1. The Cost of the Work of any such extra, deleted or changed work or change shall be determined in one or more of the following ways:
 - a. By estimate and acceptance in a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation; the substantiating itemized data shall include the following:
 - (i) Labor rates and hours
 - (ii) Itemized material list and price
 - (iii) Construction equipment hours and rates
 - (iv) Subcontractor's costs itemized as above
 - (v) Any other information that will aid the CITY and/or Engineer in evaluating the cost and thereby expediting the approval of the Change Order.
 - b. by unit prices named in the Contract or subsequently agreed upon;
 - c. by cost and percentage or by cost and a fixed fee.

2. If the CITY, on its own initiative, or upon recommendation of the Engineer, wants any Extra Work or change in the Work constituting an alteration, addition to, or deduction from, the Work, the Engineer shall prepare a "Change Order" setting forth the kind, character and quantity of such work and the Engineer estimate of the value thereof determined as hereafter provided.
3. In preparing such estimate of value it shall consult with the CONTRACTOR and ascertain the CONTRACTOR'S acceptance of said valuation and willingness to perform the additional work or eliminate the deletions for said sum, which shall be evidenced on said Change Order by the signature of the CONTRACTOR or its duly authorized representative. The Engineer shall submit said Change Order to the CITY and notify the CONTRACTOR of the date of said submission. The CITY shall have ten (10) days from the date of said submission within which to signify acceptance of the Change Order at the value stated therein, which shall be evidenced by the signature thereon of the CITY.

2. COST OF THE WORK

A. For purposes of Change Orders, the term "Cost of the Work" means the sum of all costs necessarily incurred and paid by the CONTRACTOR in the proper performance of the Work directly required by the Change Order. 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 9.2, B.

1. Payroll costs for employees in the direct employ of CONTRACTOR in the performance of the Work required by the Change Order 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 required by the Change Order. 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, workmen's compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. Such employees shall include Engineers and foremen at the site. The expenses of performing Work after regular working hours, on Sunday or legal holidays shall be included in the above to the extent authorized by CITY.
2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and manufacturers' field services required in connection there with. 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.

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 it 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 Cost of the Work shall be determined in accordance with Article 9 Paragraph 2, A and B of these General Conditions. All subcontracts shall be subject to the other provisions of the Contract Documents insofar as applicable.
4. Costs of special consultants (including, but not limited to, engineers, architects, testing laboratories and surveyors) employed for services specifically related to the Work required by the Change Order.
5. Supplemental costs including the following:
 - a. The proportion of necessary transportation, traveling and subsistence expenses of CONTRACTOR'S employees incurred in discharge of duties connected with the Work required by the Change Order.
 - b. Cost, including transportation and maintenance of all materials, supplies, equipment, machinery, appliances, office and temporary facilities at the site and hand tools not owned by the workmen, which are consumed in the performance of the Work, and cost less market value of such items used but not consumed which remain the property of CONTRACTOR.
 - c. 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 advice 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.
 - d. Sales, use or similar taxes related to the Work and for which CONTRACTOR is liable imposed by any governmental authority.

- e. Deposits in connection with the performance of the Work, negligence, royalty payments and fees for permits and licenses.
- f. Losses, damages and expenses, not compensated by insurance or otherwise, sustained by CONTRACTOR in connection with the execution of, and to, 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, it shall be paid for its services a fee proportionate to that stated in Article 9 Paragraph 3(A) of these General Conditions.
- g. The cost of utilities, fuel and sanitary facilities at the site.
- h. 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.

B. The term Cost of the Work shall not include any of the following:

- 1. Payroll costs and other compensation of CONTRACTOR'S officers, executives, principals (of partnership and sole proprietorships), general managers, engineers, architects, estimators, lawyers, auditors, accountants, purchasing and contract agents, expeditors, timekeepers, clerks and other personnel employed by CONTRACTOR whether at the site or in its principal or a branch office for general administration of the Work and not specifically included in the schedule referred to in Article 9 Subparagraph 2(A)(1) of these General Conditions -- all of which are to be considered administrative costs covered by the CONTRACTOR'S Fee.
- 2. Expenses of CONTRACTOR'S principal and branch offices other than its office at the site.
- 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.
- 4. Cost of premiums for all bonds and for all insurance policies whether or not CONTRACTOR is required by the Contract Documents to purchase and maintain the same.

5. Costs due to the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective work, disposal of materials or equipment wrongly supplied and making good any damage to property.
6. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Article 9 Paragraph 2(A) of these General Conditions.

3. CONTRACTOR'S FEE

- A. The CONTRACTOR'S Fee which shall be allowed to CONTRACTOR for its overhead and profit shall be determined as follows:
 1. A mutually acceptable fixed fee; or if none can be agreed upon,
 2. A fee based on the following percentages of the various portions of the Cost of the Work:
 - a. For costs incurred under Article 10 Paragraphs 2(A)(1) and Article 9 Paragraphs 2(A)(2) of these General Conditions, the Contractor's Fee shall be ten (10%) percent.
 - b. For costs incurred under Article 9 Paragraph 2(A)(3) of these General Conditions, the Contractor's Fee shall be five (5%) percent and if a subcontract is on the basis of Cost of the Work Plus a Fee, the maximum allowable to the Subcontractor as a fee for overhead and profit shall be ten (10) percent, and
 - c. No fee shall be payable on the basis of costs itemized under Article 9 Paragraphs 2(A)(4), (2)(A)(5) and 2(B) of these General Conditions.
 - B. 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. When both additions and credits are involved in any one change, the combined overhead and profit shall be figured on the basis of the net increase, if any.
 - C. Whenever the cost of any Work is to be determined pursuant to Article 9 Paragraphs 2(A) of these General Conditions, CONTRACTOR will submit in form prescribed by CITY an itemized cost breakdown together with supporting data.
4. ALLOWANCES - 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 material suppliers or Subcontractors and for such sums within the limit of the allowances as Engineer may approve. Upon final payment, the Contract Price shall be adjusted as required and an appropriate

Change Order issued. The CONTRACTOR agrees that the original Contract Price includes such sums as it deems proper for costs and profit on account of cash allowances. No demand for additional cost or profit in connection therewith will be allowed.

ARTICLE 10 - CHANGE OF THE CONTRACT TIME

1. GENERAL - The Contract Time may only be changed by a Change Order. Any claim for an extension in the Contract Time shall be based on written notice delivered to CITY and Engineer within fifteen (15) days of the commencement of the event giving rise to the claim. Notice to the extent of the claim with supporting data shall be delivered within forty-five (45) days of such commencement unless Engineer allows an additional period of time to ascertain more accurate data. Any change in the Contract Time resulting from any such claim shall be incorporated in a Change Order.
2. DELAY IN PERFORMANCE OF CONTRACT
 - A. The CONTRACTOR will be required to diligently and timely prosecute the Work under the Contract and to complete the entire Work not later than the time specified in the Agreement/Contract. The Work shall be "complete" only after the final clean up of the premises has been completed and all punch-list items corrected to the satisfaction of CITY and Engineer.
 - B. If the CONTRACTOR'S progress in completing the Work is delayed for any reason (including, but not limited to acts, errors, omissions or conduct of the CITY, Engineer, or Subcontractor or material supplier, or any other Contractor or Subcontractors) CONTRACTOR'S exclusive remedy shall be an extension of the time allowed for completion of the Work under this Contract. Under no circumstances, however, shall CONTRACTOR be entitled to claim or recover damages resulting from any such delay.
 - C. The CONTRACTOR shall notify the CITY in writing of such delay and the cause thereof, within time stated in the preceding Paragraph 10.1. The Engineer shall then ascertain the facts and the extent of the delay inform the CITY and determine if CITY agrees to provide an extension of the Contract Time in an amount equal to time lost due to delays beyond the control of the CONTRACTOR. If the CONTRACTOR objects to any adjustment made by the CITY under this clause, such dispute shall be determined in accordance with Article 16 of these General Conditions.
 - D. No such extension of time shall be deemed a waiver by the CITY of its right to terminate the Contract for abandonment or delay by the CONTRACTOR as provided in the Contract, nor shall such extension be deemed to relieve the CONTRACTOR from full responsibility for performance of its obligations hereunder.

3. LIQUIDATED DAMAGES FOR DELAY - All time periods stated in the Contract Documents are of the essence of the Contract. Since the damages and losses to the CITY which will result from the CONTRACTOR'S failure to complete the Work within the time specified (including any extensions thereof approved by the CITY) are impossible to accurately determine in the event of any delay in completing the Work on schedule, the CONTRACTOR agrees to pay the CITY liquidated damages in the sum established in the Contract for each consecutive calendar day (including Sundays and all holidays) by which the CONTRACTOR shall fail to complete its Work as required by the Contract. Such sums are hereby agreed to be reasonable predictions of damages which will be sustained and are specifically declared to not constitute a penalty for breach of Contract.

ARTICLE 11 - WARRANTY AND GUARANTEE; TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

1. WARRANTY AND GUARANTEE - CONTRACTOR warrants and guarantees to CITY and Engineer that all materials and equipment will be new unless otherwise specified and that all Work will be of good quality and free from faults or defects and will give proper and continuous service under all conditions of service required by, specified in, or which may be reasonably inferred from the Contract Documents and in accordance with the requirements of the Contract Documents and of any inspections, tests or approvals referred to in Article 11 Paragraph 2 of these General Conditions. All unsatisfactory Work, all faulty or defective Work, and all Work not conforming to the requirements of the Contract Documents at the time of acceptance thereof or of such inspections, tests or approvals shall be considered defective. All defective Work, whether or not in place, may be rejected, corrected or accepted as provided in this Article 11 of these General Conditions. The warranty and guarantee under this provision shall be separate and in addition to Contractor's obligations under other provisions of the Contract Documents.
2. TESTS AND INSPECTIONS
 - A. If either the Contract Documents or laws, ordinances, rules, regulations or orders of any public authority having jurisdiction over the Project requires any Work to be inspected, tested, or approved, the CONTRACTOR shall assume full responsibility therefore, pay all costs in connection therewith and furnish Engineer the required certificates of inspection, testing or approval.
 - B. CONTRACTOR shall give Engineer and CITY timely notice of readiness of the Work for all inspections, tests or approvals. If any such Work required so to be inspected, tested or approved is covered without written approval of Engineer, it must, if requested by Engineer and/or CITY, be uncovered for observation, and such uncovering shall be at CONTRACTOR'S expense unless CONTRACTOR has given Engineer and CITY timely notice of its intention to cover such Work and Engineer has not acted with reasonable promptness in response to such notice.

- C. Neither observation by Engineer nor inspections, tests or approvals by persons other than CONTRACTOR shall relieve CONTRACTOR from its obligations to perform the Work in accordance with the requirements of the Contract Documents.
 - D. The CITY will provide all required tests necessary for field control of project. Generally these tests are Proctors, Densities, Bearing Value, and concrete quality tests. All mix designs such as Asphalt, Concrete, or Soil Cement will be furnished and paid for by the CONTRACTOR. Any pre-manufactured products such as pipe, inlets, steel, etc., will require a certified mill analysis report. Any tests that have to be repeated because of failure to meet specifications will be deducted from final payment to CONTRACTOR, costs of tests to be current industry rate as determined by the Engineer.
3. ACCESS TO WORK - Engineer and its representatives and other representatives of CITY shall have unlimited access to the Work. CONTRACTOR shall provide proper and safe facilities for such access and observation of the Work and also for any inspections or testing thereof by others.
4. UNCOVERING WORK
- A. If any part of the Work is covered contrary to the instruction of Engineer or CITY, it must, if directed by Engineer or CITY, be uncovered for its observation and replaced at CONTRACTOR'S expense.
 - B. If any Work has been covered which Engineer or CITY has not requested to observe prior to its being covered, or if Engineer considers it necessary or advisable that covered Work be inspected or tested, CONTRACTOR, at Engineer's request, shall uncover, expose or otherwise make available for observation, inspection or testing as Engineer or CITY may require that portion of the Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is defective, CONTRACTOR shall bear all the expenses of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction, including compensation for additional services, and an appropriate deductive Change Order shall be issued. If, however, such Work is found to be in accordance with the Contract Documents, CONTRACTOR shall be entitled to request an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction if it makes a claim therefore as provided in Articles 9 and 10 of these General Conditions.

5. CITY MAY STOP THE WORK - If the Work in any respect fails to comply with the Contract Documents, or is causing unsafe conditions, in the opinion of the CITY, or CONTRACTOR fails to supply sufficient skilled workers or suitable materials or equipment, or if CONTRACTOR fails to make prompt payments to Subcontractors or for labor, materials or equipment, 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.
6. CORRECTION OR REMOVAL OF DEFECTIVE WORK - If required by Engineer or CITY prior to approval of final payment, the CONTRACTOR shall promptly, without cost to CITY and as specified by Engineer, either correct any defective Work, whether or not fabricated, installed or completed, or, if the Work has been rejected by Engineer, remove it from the site and replace it with non-defective Work. If CONTRACTOR does not correct such defective Work or remove and replace such rejected Work within a reasonable time, all as specified in a written notice from Engineer or CITY, CITY may have the deficiency corrected or the rejected Work removed and replaced. All direct or indirect costs of such correction or removal and replacement, including compensation for additional professional services and performance of testing, shall be paid by CONTRACTOR, and an appropriate deductive Change Order shall be issued. CONTRACTOR shall also bear the expenses of making good all Work of others destroyed or damaged by its correction, removal or replacement of its defective Work.
7. **ONE YEAR CORRECTION PERIOD** - If, after the approval of final payment and prior to the expiration of one year after the date of Final Completion, or such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents, any Work is found to be defective, CONTRACTOR shall promptly (no longer than thirty (30) days from a request by the CITY unless otherwise agreed to by the CITY), 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, CITY may have the defective Work corrected or the rejected Work removed and replaced, and all direct and indirect costs of such removal and replacement, including compensation for additional professional services shall be paid by CONTRACTOR. If circumstances warrant it, including, but not limited to, in an emergency, CITY may have the defective Work corrected or the rejected Work removed and replaced, and CONTRACTOR shall be liable to the CITY for the costs of such. Notwithstanding the above, this provision shall not modify, restrict or impair the CITY's rights against the CONTRACTOR either during or subsequent to the expiration of said period, it being understood that said period establishes an additional remedy to the CITY in the event the Work does not comply with the Contract Documents. Any repair, correction or replacement of Work performed under warranty shall comply with the requirements of the Contract Documents and shall be verified by the performance of testing, at CONTRACTOR's expense, as CITY may require. Any defective Work that is either corrected or rejected and

replaced will be warranted and guaranteed for a period of the greater of (i) one (1) year from the date of Final Completion; and (ii) one (1) year from the date of such correction or removal and replacement, even if it had previously been corrected or replaced, in accordance with the provisions of this Section. If within such extended warranty period, that Work or any portion thereof is once again found to be defective, CITY shall be entitled to all of CITY's rights and remedies under this Section. This provision relates only to the specific obligation of the CONTRACTOR to repair, correct and replace the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the CONTRACTOR's liability with respect to the CONTRACTOR's obligations other than specifically to correct the Work. The CONTRACTOR acknowledges that the above (1) one year repair, correction and replacement period is separate from and addition to CONTRACTOR's warranty that the Work has been completed in compliance with the Contract Documents.

8. ACCEPTANCE OF DEFECTIVE WORK - If, instead of requiring correction or removal and replacement of defective Work, CITY prefers to accept it, it may do so. In such case, if acceptance occurs prior to approval of final payment, a Change Order shall be issued incorporating the necessary revisions in the Contract Documents, including appropriate reduction in the Contract Price; or, if the acceptance occurs after approval of final payment, an appropriate amount, acceptable to CITY, shall be paid by CONTRACTOR to CITY.
9. NEGLECTED WORK BY CONTRACTOR - If CONTRACTOR should fail to prosecute the Work in accordance with the Contract Documents, including any requirements of the progress schedule, CITY, after ten (10) days written notice to CONTRACTOR may, without prejudice to any other remedy it may have, make good such deficiencies and the cost thereof (including compensation for additional professional services) shall be charged against CONTRACTOR in which case a Change Order shall be issued incorporating the necessary revisions in the Contract Documents including appropriate reduction in the Contract Price. If the payments then or thereafter due CONTRACTOR are not sufficient to cover such amount, CONTRACTOR shall pay the difference to CITY.

ARTICLE 12 - PROJECT COMPLETION

1. FINAL PAYMENT

- A. Engineer 's recommendation for final payment will constitute a representation by it to CITY that the conditions precedent to CONTRACTOR being entitled to final payment as set forth in Article 12 Paragraph 6(A) of these General Conditions, have been fulfilled.

- B. Engineer may refuse to recommend the whole or any part of any payment if, in its opinion, it would be incorrect to make such recommendation to CITY. It may also, because of subsequently discovered evidence or the results of subsequent inspections or tests, nullify any such payment previously approved, to such extent as may be necessary in its opinion to protect CITY, including, but not limited to, loss or damage arising from the fact that:
1. The Work is defective, or completed work has been damaged requiring correction or replacement.
 2. Claims or Liens have been filed, or there is reasonable cause to believe such may be filed.
 3. The Contract Price has been reduced because of Change Orders.
 4. CITY has been required to correct defective Work or complete the Work in accordance with Article 11 Paragraph 6 of these General Conditions.
 5. Unsatisfactory prosecution of the Work, including failure to furnish acceptable submittals or to clean up.

2. SUBSTANTIAL COMPLETION

- A. Prior to final payment, CONTRACTOR may, in writing to CITY and Engineer, certify that the entire Project or part thereof is Substantially Complete and request that Engineer issue a notice of Substantial Completion. Within a reasonable time thereafter, CITY, CONTRACTOR and Engineer shall make an inspection of the Project to determine the status of completion. If Engineer does not consider the Project (or part thereof) substantially complete, it will notify CONTRACTOR in writing giving its reasons therefore. If Engineer considers the Project (or part thereof) substantially complete, it will prepare and deliver to CITY a tentative notice of Substantial Completion which shall fix the date of Substantial Completion and the responsibilities between CITY and CONTRACTOR for maintenance, heat and utilities. There shall be attached to the notice a tentative list of items to be completed or corrected before final payment, and the notice shall fix the time within which such items shall be completed or corrected, said time to be within the Contract Time. CITY shall have ten (10) days after receipt of the tentative notice to review, approve or disapprove the tentative notice. If, after considering CITY'S objections, Engineer concludes that the Project is not Substantially Complete, it will notify CONTRACTOR in writing stating its reasons therefore. If, after CITY's review and approval of the tentative notice, the Engineer considers the PROJECT Substantially Complete it will, within fifteen (15) days, execute and deliver to CITY and CONTRACTOR a **definitive** notice of Substantial Completion (with a revised list of items to be completed or corrected) reflecting such changes from the tentative notice as it believes justified.

- B. CITY shall have the right to exclude CONTRACTOR from the Project (or a specified part thereof) after the date of Substantial Completion, but CITY shall allow CONTRACTOR reasonable access to complete or correct items on the tentative list.
3. PARTIAL UTILIZATION - Prior to final payment, CITY may notify CONTRACTOR in writing of its desire to use a specified part of the Project which it believes it may use without significant interference with construction of the other parts of the Project. If CONTRACTOR agrees, it will certify to CITY and Engineer that said part of the Project is Substantially Complete and request Engineer to issue a notice of Substantial Completion for that part of the Project. Within a reasonable time thereafter CITY, CONTRACTOR and Engineer shall make an inspection of that part of the Project to determine its status of completion.

If Engineer does not consider that it is Substantially Complete, it will notify CITY and CONTRACTOR in writing giving its reasons therefore. If Engineer, CITY and CONTRACTOR consider that part of the Project to be Substantially Complete, the Engineer will execute and deliver to CITY and CONTRACTOR a notice to that effect, fixing the date of Substantial Completion as to that part of the Project, attaching CITY shall have the right to exclude CONTRACTOR from any part of the Project which Engineer has so certified to be Substantially Complete, but CITY shall allow CONTRACTOR reasonable access to complete or correct items on the tentative list (punch list).

4. FINAL INSPECTION - Upon written notice from CONTRACTOR that the Project 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.
5. FINAL APPLICATION FOR PAYMENT - After CONTRACTOR has completed all such corrections to the satisfaction of Engineer and CITY and delivered all maintenance and operating instructions, schedules, record drawings, guarantees, Bonds, certificates of inspection and other documents, all as required by the Contract Documents, it may make application for final payment following the procedure for progress payments. The final application for Payment shall be accompanied by such data and schedules as Engineer may reasonably require, together with complete and legally effective releases or waivers (satisfactory to CITY) of all Liens arising out of the Contract Documents and the labor and services performed and the material and equipment furnished there under. 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 its 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, material supplier, fabricator or other vendor fails to furnish a release or receipt in full, CONTRACTOR may furnish a Bond or other collateral satisfactory to CITY to indemnify it against any Lien.

6. APPROVAL OF FINAL PAYMENT

- A. If, on the basis of their observation and review of the Work during construction, their final inspection and review of the final Application for Payment, all as required by the Contract Documents, Engineer and CITY are satisfied that the Work has been completed and CONTRACTOR has fulfilled all of its obligations under the Contract Documents, Engineer will, within twenty (20) days after receipt of the final Application for Payment, indicate recommendation for payment and present the Application for Final Payment to CITY for payment. Thereupon, Engineer will give written notice to CITY and CONTRACTOR that the Work is acceptable subject to the provisions of Article 12 Paragraph 8. Otherwise, it will return the Application to CONTRACTOR, indicating in writing its reasons for refusing to approve final payment, in which case CONTRACTOR shall make the necessary corrections and resubmit the Application. CITY shall, within ten (10) days of presentation to it of an approved final Application for Payment, make arrangements to promptly pay CONTRACTOR the amount recommended by Engineer.
- B. If after Substantial Completion of the Work final completion thereof is materially delayed through no fault of CONTRACTOR, and Engineer so confirms, CITY shall, without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than the retainage stipulated in the Contract, and if Bonds have been furnished, 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 the CONTRACTOR to the Engineer prior to recommendation 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.
7. **CONTRACTOR'S CONTINUING OBLIGATION** - Contractor's obligation to perform the Work and complete the Project in accordance with the Contract Documents shall be absolute. Neither approval of any progress or final payment by Engineer, nor the issuance of a Notice of Substantial Completion, nor any payment by CITY to CONTRACTOR under the Contract Documents, nor any use or occupancy of the Project or any part thereof by CITY, nor any act of acceptance by CITY, nor any failure to do so, nor any correction of defective Work by CITY nor the expiration of the one year warranty period, provided in Article 11 Paragraph 7 of these General Conditions hereof shall constitute an acceptance of Work not in accordance with the Contract Documents.

ARTICLE 13 - SETTLEMENT OF DISPUTES

1. GENERAL -The purpose of this Article is to provide a cooperative team building dispute resolution process for payment of monetary obligations and provision of time extensions under the Contract Claim provisions of the Contract Documents. The team building approach to dispute resolution provided in this Section is intended to complement other requirements imposed by the Contract Documents and is not intended to create duties or obligations not otherwise imposed by law or these Contract Documents. The parties remain responsible for performance of all obligations imposed under these Contract Documents. At all times during the time that any Contract Claim is pending and in the process of being resolved or decided, the CONTRACTOR shall proceed diligently with the Work so as to achieve completion of the Work within the Contract Time. To the end that disputes between the CITY and CONTRACTOR may be minimized and their prompt settlement facilitated, the parties agree that all questions or disputes arising between them shall be settled as follows:
 - A. Contract Claims by the CONTRACTOR must be made by written notice on the form provided in the Contract Documents or on Company letterhead with complete documentation to the Engineer with a copy to the City's City Manager. Notices shall be given at the earliest possible moment and in no event later than the time allowed in the Contract Documents. All questions relating to the Work, the performance thereof, or the requirements pertaining thereto, shall be determined by the Engineer and its decision shall be final and conclusive and binding upon the parties, but all disputes of any damages to which either party may be entitled hereunder and all other questions involving payment of money only, shall be subject to determination or review as prescribed in the succeeding paragraphs of this numbered clause.
 - B. Whenever the CONTRACTOR shall object to any decision by the Engineer relating to compensation or any other money payment, it shall, within ten (10) days after the commencement of the event giving rise to the claim for additional money, file a detailed notice of its objections or of its alleged claim, as the case may be, and in default of such notice, it shall be deemed to have ratified the decision, and to have waived the alleged breach and damages therefore, and to have waived any and all rights and remedies which it might otherwise have had.
 - C. Within thirty (30) days of the filing of said objection or claim, the CITY shall notify the CONTRACTOR in writing, whether it agrees or disagrees with said objection or claim. The failure of the CITY to give such written notice within said time shall be deemed to constitute the CITY'S **rejection** of said objection or claim.
 - D. If the CITY agrees with the objection or claim, the additional compensation asserted in the objection or claim shall be added to the Contract Price and paid as provided for other payments hereunder.
 - E. Within fifteen (15) days of receipt of the CITY'S written notice that it disagrees with the objection or claim, or at the end of thirty (30) days of no notice the CONTRACTOR shall notify the CITY, in writing, of its intention to sue ("Notice of Intention to Sue") which shall set forth the specific objections and claims and the

amounts involved for which it intends to seek recovery. The failure of the CONTRACTOR to give said notice within said time shall constitute an absolute waiver of and bar to its right to bring suit in any Court of Law or Equity whatsoever, to recover any sum or sums for any objection or claim with which the CITY specified disagreement in the notice.

2. If, the Work being in all respects completed and acceptable to the CITY and ready for final payment, the time for the CITY to agree or disagree with any such objection or claim or CONTRACTOR'S time for giving said Notice of Intention to Sue have not expired, the time for final payment hereunder shall be extended until thirty (30) days after the last day for the CONTRACTOR'S Notice of Intention to Sue. It is the purpose and intention of these provisions that when Final Payment is made, the CITY may ascertain the exact cost of the project and know that no claims by the CONTRACTOR are pending, or if claims for which Notice of Intention to Sue have been given as herein required, have not been litigated, the CITY shall know the exact subject matter and amount thereof in order to provide, in its sole discretion, necessary funds to provide for payment of such claims upon final determination thereof.
3. The parties agree that the CONTRACTOR shall not be entitled to any extra compensation not determined exactly in accordance with these provisions of the Contract Documents and that, with respect to all objections and claims for which the CONTRACTOR has given Notice of Intention to Sue, suit thereon shall be instituted in said Courts before the date of Final Payment, otherwise they shall be deemed waived and forever barred.
4. False Claims
 - a. If a CONTRACTOR is unable to support any part of its claim and it is determined that such inability is attributable to misrepresentations of fact or fraud on the part of the CONTRACTOR, he shall be liable to the CITY for an amount equal to such unsupported part of the claim in addition to all costs to the CITY attributable to the cost of reviewing said part of his claim.

The CITY and the CONTRACTOR acknowledge that the "Florida False Claims Act" provides civil penalties not more than \$10,000.00 plus remedies for obtaining treble damages against contractors or persons causing or assisting in causing Florida Governments to pay claims that are false when money or property is obtained from a Florida government by reason of a false claim.

– END OF GENERAL CONDITIONS –

SPECIAL PROVISIONS

City of DeBary - Bid No. 02-20R RIVER CITY NATURE PARK – RESTROOM ADDITION

These Special Provisions modify, clarify, delete, or supplement the Standard General Conditions of the Contract. The Technical Specifications and the latest edition of the Florida Department of Transportation Standard Specifications for Road & Bridge Construction, and Design Standards shall govern the work under this Contract and are included by reference. Refer to Article 16 below for the Order of Precedence of the Contract Documents.

Article 1 - Description of Work

Work included in the Contract as Bid Items are shown on the Bid Form Sheets and is shown on the plans. No direct payment will be made for any other work necessary to complete the planned work, but the cost therefore shall be included in the unit prices bid for pay items. All costs to perform the work called for in the Contract Documents are included in the unit prices and the Total Bid Amount in the Proposal submitted by the Contractor.

Any commission or omission shown or implied shall not be cause for deviating from the intent of the Contract Documents. If any modifications of the Contract Documents are deemed necessary by the Contractor, details of such modifications and the reasons therefore shall be submitted **in writing to the Engineer for written approval** prior to beginning such modified work.

Article 2 - Insurance

Insurance coverage, limits and other requirements will be in accordance with Section 7-13 of Florida Department of Transportation Specifications for Road and Bridge Construction, latest edition, and as specified in Article 5 of the City of DeBary's Standard General Conditions. Any discrepancy between the FDOT and the City specifications, the City's specifications will govern.

City of DeBary shall be listed as an additionally insured.

Article 3 - Contract Bonds

The cost of the Payment and Performance Bond shall be included in the Total Bid Amount. Compensation to the Contractor for providing the required Payment and

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Performance Bonds shall be included in Pay Item 1-General Conditions.

The forms included in these contract documents shall be used. ***NO OTHER FORMS WILL BE ACCEPTED.***

Article 4 - Construction Procedure

The Contractor shall at all times conduct the work in such manner and in such sequence as will insure the least practicable interference with traffic. The Contractor's vehicles and other equipment shall be operated in such manner that they will not be a hazard or hindrance to the traveling public. The Contractor shall not open up work to the prejudice of work already started, and the Engineer may require the Contractor to finish a section on which work is in progress before work is started on any additional section.

The Contractor shall arrange the work and dispose of materials in accordance with the spirit of the Contract Documents and perform the work in proper sequence all as may be approved by the Engineer.

Whenever, in the opinion of the Engineer, any roadway or portion thereof is in an acceptable condition for travel it shall be opened to traffic, as may be directed, and such opening shall not be held to be in any way an acceptance of roadway, or any part of it, or as a waiver of any of the provisions of the Specifications and the Contract Documents. Necessary repairs or renewals made on any section of the roadway opened to travel under instructions of the Engineer, due to defective material or workmanship or due to natural causes, other than ordinary wear and tear, pending completion and acceptance of the roadway, shall be performed by the Contractor without additional compensation.

The Contractor is responsible for maintaining proper drainage during construction.

Existing functioning gutters, pipes, and ditches shall not be obstructed and adjacent premises must be given access as far as practicable. Materials or equipment stored along the roadway shall be placed so as to cause no obstruction to the traveling public.

Article 5 - Barricades, Warnings, and Detour Signs

The Contractor shall provide, erect and maintain all necessary barricades, suitable and sufficient warning lights, danger signals and signs provide a sufficient number of watchmen to direct the traffic, and take all necessary precautions for the protection of the work and safety of the public. Highways closed to traffic shall be protected by effective barricades on which shall be placed acceptable warning signs and lights.

The Contractor shall erect and maintain acceptable warning and directional signs at all closures (partial or whole), intersections and along the detour routes, directing the traffic around the closed portion or portions of the highway, so that any temporary detour route or routes shall be indicated clearly throughout its or their entire length. All barricades and obstructions shall be illuminated at night and all lights shall be kept burning from sunset

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until sunrise. All warning and directional signs shall be furnished by the Contractor unless otherwise stipulated.

Article 6 - Maintenance of Traffic and Lane Closure Requirements

Maintenance of traffic shall be in accordance with Section 102, "MAINTENANCE of TRAFFIC", of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, latest Edition. Traffic Control through Work Zones shall be per the applicable sheets of Florida Department of Transportation Standard Index series 600.

The Contractor shall coordinate all construction that may impede traffic with appropriate City representatives and emergency services. The Contractor shall provide public notice, detours, roadways, and crossings to minimize traffic impedence along all public highways.

Lane closures are limited to the hours of 9 AM to 4PM unless otherwise approved by the CITY in writing. The Contractor must maintain one paved lane, 10'-0 width, open to traffic at all times during lane closures. Maintenance of traffic for lane closures shall be according to FDOT Standard Index 603 with two FDOT equipped flag persons, at all times.

At the discretion of the Engineer, the Contractor may place ROAD CLOSED – LOCAL TRAFFIC ONLY signs to limit daytime traffic through the work zone. During daylight hours, paved roadways may be occupied by the Contractor's operations however local residents, emergency vehicles, mail delivery, waste removal, and school buses must have continuous access through the work zone at all times. The Contractor shall maintain traffic and construct, maintain, and remove detours, temporary approaches, crossings, etc., as required. Payment for Maintenance of Traffic will be made under the Pay Item 102-1.

Article 7 - Contract Assignment

The successful Bidder will be required to perform the work as a prime contractor. No assignment of the contract will be allowed.

Article 8 - Layout of Work and Surveys

The Engineer will furnish the Contractor with all necessary information relating to lines, grades and locations of the work. The Contractor shall furnish all stakes and necessary labor and shall be responsible for the layout of the work and the establishing of all lines and grades. All layout work may be checked and verified by the Engineer; and the Contractor shall furnish all such necessary materials, equipment, labor and assistance as the Engineer may require. The Contractor is responsible for the safeguarding of survey references and any offset thereto which he might require in the process of his work. The damage, moving or loss of references caused by carelessness of the Contractor will be replaced at the Contractor's expense.

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Article 9 - Escalation and/or Adjustment

No claim for escalation or adjustment for any price or rate increases will be considered.

Article 10 - One-Year Correction Period

The Contractor shall at his expense maintain his Contract Bond in effect through the guaranty period and such additional time as the Contractor may be performing work pursuant to his obligations under the guaranty.

Article 11 – Testing

The Contractor will employ, at its expense, a testing laboratory for all testing required under this contract. Sample or locations are to be approved by the Engineer.

Article 12 – Specifications

The Florida Department of Transportation Standard Specifications for Road and Bridge Construction, latest edition in its entirety will apply to this project, with the exception of the following and other changes, modifications and/or amendments that are included in the Contract Documents.

A. IN GENERAL: Where the word "Department" and "Director" occurs substitute the word "City"; delete all references to "Secretary"; delete all references to "Holiday" and "Working Days"; delete all references to "Value Engineering Incentive".

All references to "Engineer" shall mean the City of DeBary's Consulting Engineer.

B. Method of Payment/Basis of Payment; The units of measurement and the contract unit prices are those indicated in the Bid Schedule portion of the proposal form. Such prices and payments shall be full compensation for performing all work necessary to complete the entire project.

Article 13 - "Or Equal" Clause

Direct reference in specifications to any item of material or equipment with or without the words "or equal", shall be interpreted as determining a standard of quality and shall not be construed as limiting competition.

Article 14 - Time of Completion

The time of completion for this project is the date set forth in the Notice-to-Proceed. The date for such Notice-to-Proceed shall be mutually agreed to by the Contractor and City and specifically established for each location the Contractor is directed to work.

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No time extensions will be given for inclement weather unless the Contractor can show that rainfall experienced during the contract times is above normal for the same months in previous years as determined by reliable measurement and confirmed by the Engineer's measurements at the site. The number of days of time extension granted under this Article shall be at the sole discretion of the Engineer.

Article 15 - Liquidated Damages

The amount of liquidated damages shall be five hundred dollars (\$500.00) per Calendar Day that any work remains uncompleted after the contractual Completion Date. .

Liquidated damages in an amount determined in accordance with the above will be deducted from monies due the Contractor. In the event that no monies are due the Contractor or that the monies due are insufficient, his surety will be held liable for the difference between the amount of the liquidated damages and monies due the Contractor.

Article 16 - Contract Documents - Order of Precedence

- A. Addenda
- B. Special Provisions
- C. Construction Drawings
- D. Instruction to Bidders
- E. General Conditions of the Construction Contract
- F. Florida Department of Transportation Specifications (latest edition)

Article 17 – Utilities

It shall be the Contractor's responsibility to notify all utility owners prior to any excavation or grading under this contract, giving sufficient notice to enable the utility owners to locate their utilities in the vicinity of the proposed excavation or grading. It shall be the sole responsibility of the Contractor to perform his work in such manner to protect the utilities from damage. The Contractor shall use all possible care in excavating on this project so as not to disturb any existing utilities whether shown on the plans or not shown on the plans. Locations of existing utilities are approximate only and may not be complete. Contractor shall contact all Utility Companies, which may have facilities in the construction area prior to commencing any operations relative to this project. Any utilities disturbed or damaged by the Contractor through accident or carelessness during his construction shall be replaced by the Contractor at no extra cost to the Owner.

Article 18 – Arbitration

There shall be no arbitration process in connection with this project. All claims, disputes and other matters in question between City and Contractor shall be decided by a Court with proper jurisdiction in Volusia County, Florida.

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Article 19 - Stored Materials

No payment will be made for stored materials.

Article 20 - Alternate Bids

No alternate bids are required.

Article 21 - Endangered, Threatened or Listed Species

The Contractor is obligated to assure that its employees and agents notify the City immediately upon encountering any endangered, threatened, or listed species such as the gopher tortoise, scrub jay, or indigo snake. No such protected species or its nesting area shall be disturbed without compliance with the procedures of the Florida Game and Fresh Water Fish Commission and the U.S. Fish and Wildlife Service. The Contractor shall hold the City harmless from any claims, damages, attorney's fees, litigation expenses, costs and fines for the actions of the contractor, its employees or agents in violation of applicable procedures.

Article 22 - Pre-Construction Meeting

Prior to the beginning of work, a Pre-Construction Meeting will be held between the Contractor and Engineer to review contract forms, schedules, testing; and other pertinent data related to the job. The meeting date and time will be mutually agreed upon, but shall, no case, be later than seven (7) calendar days after execution of the contract by all parties thereto. The Contractor shall present the Engineer with a schedule, showing anticipated monthly payments from date of Notice-to-Proceed to Final Completion, at the Pre-Construction Meeting. The date of Notice-to-Proceed with the work will be determined and agreed to at this meeting.

Article 23 – Application for Payment

Applications for Payment shall be referenced to the Contract Pay Items as noted on the Bid Form. Applications for Payment shall include the original contract quantity and unit for each Pay Item and the percent completed. Prior to the initial pay application, the Contractor shall submit a draft format of the Application for Payment to the City for approval. Applications for Payment shall include satisfactory documentation to support the payment. Payment to the Contractor shall be made once for each thirty (30) day period of the contract.

Article 24 – Measurements and Payment

Method of Measurement and Payment for all bid items will be as measured in-place upon acceptance of the Work by the City. Payment for all unit price items will be made for the actual quantities placed and measured.

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Article 25 – Public Records

The Contractor shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and those made or received by the City in conjunction with this Project.

Article 26 – Storage of Equipment and Materials

Storage of construction materials including pipe and structures is not allowed on City of DeBary rights-of-way. During daylight operations materials that will be used for that day's work may be placed on City rights-of-way. It is the Contractor's responsibility to provide off-site storage facilities and daily transportation of materials to the site.

Article 27 – Existing Irrigation Systems

The Contractor shall repair or replace any element of any irrigation system that is damaged or disturbed as a result of the construction whether on public right of ways or private property. The Contractor shall coordinate with all property owners prior to excavation to determine where irrigation is located and protect existing irrigation equipment wherever possible. Damaged or disturbed irrigation equipment shall be repaired and restored to functioning condition within three (3) days after it is damaged or disturbed. Replacement parts of irrigation equipment must be of same type and manufacture as was removed. Prior to Final Acceptance of the project by the City, the Contractor shall contact the property owner of any damaged or disturbed irrigation element that is encountered during construction and confirm with the property owner that the irrigation equipment is restored to pre-construction conditions. Payment for irrigation repairs and replacement shall be made under Pay Item 590-70, Repair or Replacement of Existing Irrigation Systems.

Article 28 - Sod

The Contractor shall restore all disturbed grassed areas by backfilling, compaction, re-grading to match surrounding ground elevations. In residential areas, the Contractor shall match existing sod and install the sod within thirty (30) days after installation of the associated stormwater piping or structures.

Sod shall be placed, fertilized and watered according to FDOT Specification 575 and as directed by the City's Designated Representative.

Article 29 - PAY ITEM NOTES

29.01 General Conditions

River City Nature Park – Restroom Addition
Bid No. 02-20R

A. Work Includes

Preparatory work and operations in mobilizing for beginning Work on the Project, including, but not limited to, those operations necessary for the movement of personnel, equipment, supplies and incidentals to the project site, plus permits, fees, bonds (excluding the Material and Workmanship Bond), and insurance. Also included are temporary utilities/facilities, staging and storage areas, survey and layout, safety equipment and all other items not specifically identified under other bid items which are necessary for the construction, and compliance with administrative and regulatory requirements.

B. Unit of measurement is lump sum.

C. Payment of this item shall be in accordance with the following schedule:

| Percent of Original Contract Amount Earned | Allowable Percent of the lump sum Price to be Paid |
|---------------------------------------------------|-----------------------------------------------------------|
| 5 | 25 |
| 10 | 50 |
| 25 | 75 |
| 50 | 100* |

* Partial payments for any project will be limited to ten (10) percent of the original contract amount for that project. Any remaining amount will be paid upon completion of all work on the project.

29.02 Erosion and Sediment Control

A. Work Includes

Preparation and implementation of stormwater pollution prevention control plan, including monitoring, inspecting, and reporting, providing erosion and sediment control measures, preparing and filing EPA NPDES NOI and NOT forms, and providing required contractor certifications. Also includes hay bales, filter bags, and filter fabric as needed for supplemental inlet protection and to supplement silt fence, including replacement and maintenance needed during construction. In the event temporary staging and storage areas are used, any required erosion and sediment control measures are to be included in this item.

B. Unit of measurement is lump sum.

C. Payment of this item shall be made under the following schedule:

| Percent of Original Contract Amount Earned | Allowable Percent of the Lump Sum Price to be Paid |
|---------------------------------------------------|-----------------------------------------------------------|
|---------------------------------------------------|-----------------------------------------------------------|

| | |
|----|-----|
| 5 | 50 |
| 10 | 90 |
| 90 | 100 |

29.03 Clearing and Grubbing

- A. Work Includes
Clearing, grubbing, disposal of debris.
- B. Unit of measurement is lump sum.

29.04 Concrete Sidewalk

- A. Work Includes
Forming, placing, finishing and curing new concrete sidewalk (including ramps and detectable warning surfaces at ramps), sawcutting joints.
- B. Unit of measurement is square yards.

29.05 Sodding

- A. Work Includes
Soil preparation, sod installation, sanding joints, fertilizing, watering, and mowing.
- B. Unit of measurement is square yards. The quantity of sodding shown on the Bid Form is generally based on grassing the areas of construction. Should the Contractor disturb more areas for his convenience (construction access and stockpiling), then the Contractor shall restore (including grassing) these areas at no additional cost to the Owner.

29.06 Single Water Service

- A. Work Includes
Service saddle, corporation stop, curb stop, connection to service line, meter boxes (meters to be furnished and installed by the Utility), dewatering, excavation, backfill, compaction, restoration after completion of operations, disinfection, and testing. Service is limited from the tie-in on Barwick to the meter and backflow located at the west right of way line of Barwick road as the water enters the property.

- B. Unit of measurement is each.

29.07 Drainfield & Septic

- A. Work Includes

All work necessary apply and obtain permit for drainfield as well as the construction of said drainfield with septic tank including piping and cleanouts. Additional measures may be required beyond those shown on the details to meet removal requirements for septic drainfields in the Blue Springs Drainage basin. Contractor is required to provide a system meeting the FDEP and Health Department requirements for the location of the drainfield. Contractor is also responsible for any permit fees associated with the septic and drainfield permitting.

- B. Unit of Measurement is lump sum.

29.08 Water Service Line (Directional Drill or Open Cut)

- A. Work Includes

Service line sleeve installation by directional bore, service line piping, fittings, accessories, restoration after completion of operations, disinfection, and testing.

Dewatering, excavation, service line piping, fittings, accessories, connection to service saddle, connection to curb stop, backfilling, compaction, restoration after completion of operations, disinfection, and testing.

- B. Unit of measurement is linear feet.

29.09 Backflow Preventer

- A. Work Includes

Installation of backflow preventer, fittings, accessories, concrete pad (8sf), restoration after completion of operations, disinfection, and testing.

- B. Unit of measurement is per each.

29.10 Restroom Electrical

- A. Work Includes

Installation of new breaker into existing service panel, conduit, wiring, and necessary items to run electrical into the new restroom building. Conduit and wire sizing by contractor. Coordinate breaker size with pre-manufactured restroom manufacture.

B. Unit of measurement is lump sum.

29.11 Pre Manufactured Restroom – Coordination and Preparation

A. Work Includes

Coordination efforts required for placement of restroom building as well as any preparation required. Contractor to have a pad ready site with all required stub-ups for installation of pre-manufactured restroom building. See pre-manufactured specifications in Appendix A.

C. Unit of measurement is lump sum.

29.12 Pre Manufactured Restroom – Coordination and Preparation

A. Work Includes

Construction, supply, delivery, installation, and hookups to all utilities of a pre-manufactured two restroom building with mechanical closet. Also includes all engineered drawings, permit fees, hardware and finishes.

D. Unit of measurement is lump sum.

Easi-Set® Precast Concrete Restroom Buildings

Pre-Assembled

Section 13120

PART 1 – GENERAL

1.01 SUMMARY

Contractor to furnish a precast concrete transportable building. Building to be delivered and placed on owner's prepared stone foundation in accordance with manufacturer's recommendations. Precast building to be EASI-SET® brand as manufactured by Easi-Set Industries (ESI), Midland, Virginia, or approved equal. Building to be provided by manufacturer with all necessary openings as specified by contractor in conformance with manufacturer's structural requirements.

The work of this section consists of prefabrication, on-site delivery, off loading and placement of precast concrete flush toilets at a prepared site.

This section includes specifications for the construction of precast concrete flush buildings. Examples of acceptable floor plan and exterior finishes are shown in the attached drawings.

1.02 QUALITY ASSURANCE

- A. ACI-318-02, "Building Code Requirements for Reinforced Concrete". Concrete Reinforcing Institute, "Manual of Standard Practice".
- B. ANSI/ASCE-7-02 "Building Code Requirement for Minimum Design Loads in Buildings and Other Structures".
- C. IBC 2006, 1996 BOCA
- D. Concrete Reinforcing Institute, "Manual of Standard Practice".
- E. UL-752 test method level 4 for bullet resistance certified by an independent structural engineer.
- F. Fabricator must be a certified producer/member of The Precast/Prestressed Concrete Institute (PCI), National Precast Concrete Association (NPCA) or equal.
- G. Building fabricator must have a minimum of 5 years experience manufacturing and setting transportable precast concrete buildings.
- H. No alternate building designs to the pre-engineered EASI-SET® building will be allowed unless pre-approved by the owner 10 days prior to the bid date.

1.03 DESIGN REQUIREMENTS

- A. Standard Models Dimensions:

Model 1012: exterior - 10' x 12' x 8'-8", interior: 9'-6" x 11'-6" x 8'-0"
Model 1216: exterior - 12' x 16' x 8'-8", interior: 11'-6" x 15'-6" x 8'-0"
Model 1220: exterior: 12' x 20' x 8'-8", interior: 11'-6" x 19'-6" x 8'-0"

B. Design Loads:

1. Seismic load performance category 'C', Exposure Group III
2. Standard Live Roof Load – 60 PSF
3. Standard Floor Load – 250 PSF
4. Standard Wind Loading – 130 MPH

C. Sloped Roof: Roof panel shall slope ½" from front to back in 10 foot direction. The roof shall extend a minimum of 2 ½" beyond the wall panel on each side and have a turndown design which extends ½" below the top edge of the wall panels to prevent water migration into the building along top of wall panels. Roof shall also have an integral architectural ribbed edge.

D. Gabled Roof (Option): Roof panel shall slope approximately 24" from left to right or front to back in the short-sided direction. The roof shall extend a minimum of 6" beyond the wall panel all around. An optional turndown feature is available where the design extends ½" below the top edge of the wall panels to further prevent water migration into the building along top of wall panels. Only available with broom finish or top surface applied finishes. Roof shall also have an integral architectural ribbed edge.

E. Roof, floor, and wall panels must each be produced as single component monolithic panels. No roof, floor, or vertical wall joints will be allowed, except at corners. Wall panels shall be set on top of floor panel.

F. Floor panel must have ½" step-down around the entire perimeter to prevent water migration into the building along the bottom of wall panels.

G. Plumbing shall be designed in accordance with the International Plumbing Code.

H. Electrical system shall be designed in accordance with the International Electric Code.

I. Accessibility - Prefabricated flush toilet buildings shall conform to the requirements of the "Uniform Federal Accessibility Standards" (UFAS) and the "Americans with Disabilities Act Accessibility Guidelines" (ADAAG). Buildings shall have full 60-inch turning diameter in each interior and entry area.

1.04 SUBMITTALS

A. Engineering calculations that are designed and sealed by a professional engineer, licensed to practice in the state where the project is located, shall be submitted for approval.

PART 2 – PRODUCTS

2.01 MATERIALS

- A. Concrete: Steel-reinforced, 5000 PSI minimum 28-day compressive strength, air-entrained (ASTM C260).
- B. Reinforcing Steel: ASTM A615, grade 60 unless otherwise specified.
- C. Post-tensioning Strand: 41K Polystrand CP50, .50, 270 KSI, 7-wire strand, enclosed within a greased plastic sheath, (ASTM A416). Roof and floor to be each post-tensioned by a single, continuous tendon. Said tendon shall form a substantially rectangular configuration having gently curving corners wherein the positioning of the cable member results in a pattern of one or more loops and a bisecting of the loop(s). The cable member starts from one corner of the concrete building panel, forms a gentle perimeter loop(s) returning to a point where the cable member entered the concrete building panel. The tendon then turns 90 degrees and follows the cable member(s) to a point midway along the "Y" axis of the concrete building panel and then turns 90 degrees along the "X" axis of the concrete building panel. This bisects the concrete building panel and crosses the opposite parallel portion of the cable member and exits from an adjacent side of the concrete building panel.
 - 1. If post-tensioning is not used in the roof panel, the following guidelines must be followed to ensure a watertight roof design.
 - a. The entire precast concrete roof panel surface must be cleaned and primed with a material that prepares the concrete surface for proper adherence to the coating material.
 - b. The entire precast concrete roof panel surface shall be sealed with a .045 EPDM continuous membrane cemented to the concrete with a compound designed for this purpose.
- D. Caulking: Joint between building and floor slab shall be caulked on the exterior and interior surface of the joints. Caulking shall be SIKAFLEX-1A elastic sealant or equal. Exterior caulk joint to be $\frac{3}{8}$ " x $\frac{3}{8}$ " square so that sides of joint are parallel for correct caulk adhesion. Back of joint to be taped with bond breaking tape to ensure adhesion of caulk to parallel sides of joint and not the back.
- E. Vents: Two screened aluminum vents to be cast in rear wall. Vents shall be SUNVENT #164FL or equal.
- F. Panel Connections: All panels shall be securely fastened together with $\frac{3}{8}$ " thick steel brackets. Steel is to be of structural quality, hot-rolled carbon complying with ASTM A283, Grade C and hot dipped galvanized after fabrication. All fasteners to be $\frac{1}{2}$ " diameter bolts complying with ASTM A307 for low-carbon steel bolts. Cast-in anchors used for panel connections to be Dayton-Superior #F-63, or equal. All inserts for corner connections must be secured directly to form before casting panels. No floating-in of connection inserts shall be allowed.

2.02 ACCESSORIES

- A. Doors and Frames: Shall comply with Steel Door Institute "Recommended Specifications for

Standard Steel Doors and Frames" (SDI-100) and as herein specified. The buildings shall be equipped with double 3'-0" x 6'-8" x 1-³/₄", 18-gauge galvanized/insulated Dominion Imperial right hand reverse metal doors with 16-gauge galvanized frames. Doors and frames shall be bonderized and painted one coat of rust inhibitive primer and one finish coat of enamel paint; color shall be Yorktown Brown unless otherwise specified.

B. Door Hardware:

1. Handle: Lindstrom stainless steel, 8-¹/₂" x 2" or equal.
2. Hinges: PB-31/NRP/26D 4 ¹/₂" x 4 ¹/₂" (chrome-plated with non-removable hinge pins), 3 per door or equal.
3. Lock Set: PDQ Industries KR116 – 32D (stainless steel finish) or equal.
4. Surface Bolt, Upper: Cal-Royal 045901426D (satin chrome finish) or equal.
5. Surface Bolt, Lower: Cal-Royal 045901426D (satin chrome finish) or equal.
6. Astragal: A4441/68R or equal.
7. Threshold: National Guard 897V60 raised interior, extruded aluminum threshold with neoprene seal or equal.
8. Door Holder: Glynn-Johnson 904H US32D (stainless steel finish), overhead slide type surface mounted door holder or equal.
9. Drip Cap: National Guard 15D72 or equal.
10. Door Stop: Ives 445B26D (Inactive leaf only) or equal.

2.03 FINISHES

- A. Interior of Building: Smooth steel form finish on all interior panel surfaces.
- B. Exterior of Building: Architectural precast concrete brick finish: Finish must be imprinted in top face of panel while in form using an open grid impression tool similar to EASI-BRICK™. Finished brick size shall be 2 ³/₈" x 7 ⁵/₈" with vertical steel float or light broom finish. Joints between each brick must be ³/₈" wide x ³/₈" deep. Back of joint shall be concave to simulate a hand-tooled joint. Each brick face shall be coated with the following acrylic concrete stain: 1) Cementrate by FOSROC; or, 2) Canyon Tone stain by United Coatings. Stain color shall be Brick Red unless specified otherwise. Stain shall be applied per manufacturer's recommendation. Joints shall be kept substantially free of stain to maintain a gray concrete color.
- C. Exterior of Building (Option): Additional finishes are available and will vary by local producer.

PART 3 – EXECUTION

3.01 SITE PREPARATION REQUIREMENTS (**MANUFACTURER'S RECOMMENDATION**)

- A. EASI-SET® building shall bear fully on a crushed stone base that is at least two feet larger than the length and width of building.
- B. Stone shall be a minimum of 4" thick or down to firm subgrade. The vertical soil capacity under stone shall be compacted to have minimum bearing of 1,500 pounds per square foot. Stone shall be $\frac{3}{8}$ " or smaller and must be screeded level within $\frac{1}{4}$ " in both directions. Stone shall be placed within a perimeter form with flat and level top edge for screeding. Forming material shall remain around stone until after the building is set.
- C. The crushed stone base shall be kept within the confines of the soil or perimeter form. Do not allow the stone base to become unconfined so that it may wash, erode, or otherwise be undermined.

OR

If building is placed on pavement or concrete slab, substrate below pavement or slab must have a vertical soil capacity of 1,500 pounds per square foot. Place stone or sand to 1" above highest point of area where building will be placed and at least 1'-0" wide all around the building footprint. Retain stone or sand with a perimeter form to prevent the material from washing out.

- D. Provide positive drainage for the fill, concrete pad, or slab as required.

3.02 ACCESS

Contractor must provide a level unobstructed area large enough for a crane and a tractor-trailer to park adjacent to the pad. Crane must be able to place outriggers within 5'-0" of edge of pad and truck and crane must be able to get side by side under their own power. No overhead lines may be within 75' radius of center of pad. Firm roadbed with turns that allow 65' lowbed tractor trailer must be provided directly to site. A minimum of 24" clearance is required between this building and adjacent buildings.

PART 4 - PLUMBING

- A. Waste and vent piping: ABS or PVC plastic.
- B. Water piping: Copper tubing Type L, hard drawn. Provide a gate or ball valve at the inlet end of the water line. Size water lines to provide proper flushing action based on a nominal water pressure of 40 psi.
- C. Provide a main shut-off valve and drain in the service area.
- D. Toilet (water closet) and seat and urinal (if provided): Type 304 stainless steel, wall hung, with

siphon jet action. Provide back spud for concealed flush valve connection.

- E. Flush valve: Concealed closet flush-o-meter constructed of rough brass with water saver flow of 1.6 gallons per flush. Furnish valve with integral vacuum breaker and wall mounted push button.
- F. Lavatory: Type 304 stainless steel, 20 inches wide x 18 inches front to back x 6 inches deep.
- G. Faucet: Self-closing water set with indexed push button.
- H. Hose bib: Provide single unit in the service area.
- I. Floor drains: Provide a floor drain in each room of the toilet building.

PART 5 - GRAB BARS

- A. Stainless steel tubing, 1-1/2 inch outside diameter mounted 1-1/2 inches from wall, 18 gauge, type 304 Stainless steel concealed screw-mounting flanges, Bobrick series B-6806, 888-610-8889, or approved equal.

PART 6 - TOILET PAPER DISPENSER

- A. Bar-type toilet paper dispenser shall be constructed of stainless steel with satin finish or steel with glossy white enamel finish with neoprene sleeve, designed to hold three standard rolls of toilet paper. Holder shall not prevent the free turning of the paper rolls. The dispenser shall be manufactured by Romtec Inc., 18240 N. Bank Road, Roseburg, Oregon 97470, 541-496-3541 or approved equal.

PART 7 - Electrical

- A. Provide a 100-amp breaker panel in the service area.
- B. Wire: Copper.
- C. Light fixtures:
 - 1. Service area: 2 each, 4-foot ceiling mounted fluorescent, switch and motion detector controlled.
 - 2. Toilet rooms: Motion detector that activates fluorescent fixtures in service area.
 - 3. Outdoor: 35-watt high-pressure sodium, cast aluminum case, rated for outdoor use, photocell activated.
 - 4. Hand dryer: Air compression type with remote motor unit. Push button switch located in cast nozzle housing with flexible hose connecting blower motor, housing and nozzle. Power input 120VAC, 7A (non-heated air).

INSTALLATION OF PRECAST CONCRETE TOILET AND UTILITY BUILDINGS

PART 1 – GENERAL

A. Description

1. The work of this section consists of installing precast concrete toilet and utility buildings including clearing and grubbing, excavating, backfilling, site grading and cleanup.

B. Quality Assurance

1. Ensure that water on the floor slab drains towards the door.

C. Flush Toilet

1. All plumbing and electrical connections shall be made by licensed plumbers and electricians in the state where the building is installed.

D. Toilet Building Accessibility

2. Ensure that paths within 50 feet of the toilet building are accessible and meet ADA requirements.

E. Submittals

1. Certification from supplier that bedding material meets the gradation specified.
2. If blasting is required for excavation, submit blasting plan.
3. Building installation manual.

F. Delivery and Handling

1. Contractor shall coordinate with the building manufacturer for the delivery and placement of the precast concrete building. Refer to Sections 13120, 13121 or 13122.
2. The Ordering Unit Contracting Officer shall provide detailed directions and a map for each delivery site.
3. Roads and bridges shall be rated for highway loads along the access route. The Ordering Unit Contracting Officer shall verify that the delivery site is accessible by trucks (18-wheeler) with a 48 ft. trailer. If the delivery site is inaccessible the Contractor shall coordinate with the Ordering Unit Contracting Officer for delivery. The Government will pay additional costs.
4. Building shall be installed according to the manufacturer's installation instructions.

PART 2 – PRODUCTS

A. Soil Classification

1. Excavation shall be unclassified as to materials and shall include all materials that are encountered in the required excavation.

B. Backfill Material

1. Backfill material shall be sandy clay, sand, gravel, soft shale, or other suitable material free from brush, organic material, dirt clods, stone or boulders larger than six inches in greatest dimension or frozen material.
2. Backfill within six inches of concrete shall contain no stone larger than two inches and no stone two inches or larger shall lie closer than six inches to the ground surface.
3. Backfill material shall be excavated material whenever it meets specification requirements. Whenever excavated material contains less than 10 percent of oversized material, the Contractor shall remove boulders larger than 6" from the excavated material at no additional compensation and utilize it as backfill material. Whenever material meeting the specification requirements is not available from excavation, the Contractor shall import material from a designated or approved source.

C. Select borrow

1. When excavated soil does not meet the requirements for backfill, Contractor shall backfill with select borrow obtained from a source identified by the Ordering Unit Contracting Officer.

D. Bedding material

1. Bedding material shall be washed sand or 3/8" minus crushed or screened aggregate from a private or commercial source. Sand or aggregate shall be used as a leveling course beneath the concrete vault or slab.

E. Accessible path surfacing

1. The Government will provide granular surface material for placement by the Contractor within 50 feet of the building.

F. Sealant

1. For vault toilet buildings, use 100% silicone caulk, clear for vent pipe and toilet riser. GE Silicone II, 800-626-2000, or approved equal.

PART 3 - EXECUTION

A. Staking

1. The Contractor will establish the finish floor elevation and approximate corners of the building prior to the Contractor beginning work.

B. Clearing and Grubbing

1. Clearing and grubbing shall be confined to designated areas and only marked trees may be removed. Maximum clearing and grubbing shall be confined to an area 20 feet beyond the back and sides of the building and 30 feet in front of the building. Construction work shall disturb a minimum of the existing terrain and plant life adjacent to the cleared and grubbed area. The Contractor shall exercise care to not damage unmarked trees and shrubbery. Skinned or barked trees shall be repaired with an application of black asphalt emulsion especially formulated for such use.
2. Trees shall be felled within the clearing limits, usually towards the center, so as to prevent damage to the trees that are to be left standing. When necessary to prevent damage to structures, adjacent trees, property, or to minimize danger to traffic, trees shall be cut in sections from the top downward.
3. All trimming of trees shall be done in accordance with approved horticultural practices. Branches shall be saw cut flush with the trunk. Stumps within the clearing limit but out of the excavation area shall be cut not more than 6 inches above the ground.
4. Trees and limbs larger than 4 inches in diameter shall be cut in 8-foot lengths and stockpiled as directed by the Ordering Unit Contracting Officer.

C. Topsoil

1. Topsoil shall be removed from the area to be excavated and from the area where excavated material shall be piled prior to excavating. Topsoil shall be kept separate from excavated material. Topsoil shall be reused on those areas from which it came after backfilling is complete.

D. Safety, Shoring, and Protection

1. The Contractor shall meet OSHA safety rules and regulations. Walls of excavations 4' or more in depth shall be supported by bracing, shoring, or other methods, unless the walls are sloped to a safe angle from the bottom. If shored, the excavation shall be of proper dimensions to accommodate shoring and bracing, as required to keep walls from collapsing and to allow for proper installation of the work. All existing improvements, either on public or private property, shall be fully protected from damage. All supports shall be removed after construction is completed, and shall be withdrawn in a manner that will prevent the collapse of the sides of the excavation. All openings in the ground, caused by the removal of supports, shall be filled with suitable material properly compacted.
2. All excavations left open overnight shall be fenced with wire or plastic mesh secured to steel posts all around the excavation.
3. The bottom of the fence shall follow the contour of the ground
4. Maximum spacing of the steel posts shall be 10 feet.
5. Minimum height of the fence shall be 36 inches.

E. Removal of Water

1. The Contractor shall provide and maintain, at all times during construction, ample means and devices with which to promptly remove and properly dispose of all water entering the excavations or other parts of the work without damage to adjacent property. All excavations shall be kept free from standing water. The Contractor at his own expense shall repair any damage caused by water in the excavation.

F. Excavation, backfill, and site grading

1. Coordination with the Building Manufacturer Contractor shall coordinate with the manufacturer of the precast concrete building to accommodate installation at the time of delivery. The Contractor shall be responsible to obtain installation instructions from the manufacturer and perform the excavation, backfill, and site grading in accordance with those instructions. The excavation shall be over excavated two feet (horizontal measurement) on each side of the vault or slab to allow for compaction and minor adjustments in orientation. The Contractor must have excavation complete prior to delivery of the precast concrete building. The Contractor will be provided 1-week minimum lead-time to have the excavation work performed. Also, the Contractor must be on site at the time of delivery to perform the backfill operation as soon as the precast concrete building is in place.

G. Excavation

1. Excavation shall be performed by any method approved by the Ordering Unit Contracting Officer. Stockpile excavated material away from the excavation to facilitate crane and delivery truck access. The crane and delivery truck typically need to be side-to-side during placement.
2. Compact the natural ground at the bottom of the vault excavation with a minimum of three passes with an approved whacker-type mechanical tamper.

H. Bedding

1. The Contractor shall place a leveling course prior to placement of the vault or building.
2. Compact leveling course with one pass of an approved whacker-type mechanical tamper.
3. Grade leveling course so there will be no high spots in the middle.
4. Compact with a second pass with a tamper. Slope the top of the bedding one percent from back to front of building.
5. Minimum compacted leveling course for vault shall be 4 inches.
6. Minimum compacted leveling course for building slab shall be 6 inches.

Building Placement

Refer to Section 13120, 13121 or 13122.

I. Backfill

1. Backfill shall be permitted only after the work to be covered has been approved by the Ordering Unit Contracting Officer. Backfill shall be placed in 8" thick (loose measurement) lifts and compacted with three complete passes of an approved vibratory compactor.

J. Start-up procedures

1. Vault Toilet

- a. Vault Preparation - Add approximately 80 gallons of potable water to cover the floor of the vault(s).

2. Vent Pipe Installation

- a. Install vent pipe plumb and seal around pipe at top and underside of roof with silicone sealant.
- b. Seal around pipe at top of slab with silicone sealant.

3. Toilet Riser Installation

- a. Apply silicone sealant between toilet riser flange and concrete floor before the riser is installed.

2. Flush Toilet

- a. Plumbing Connection - Make connections to water and sewer lines in accordance with manufacturer's instructions.
- b. Electrical Connection - Make connection to electrical service in accordance with manufacturer's instructions.

K. Finish grading

1. All surfaces and slopes shall be shaped to blend with the original ground line, mounded over or smoothed off, and raked, and left in a uniform and neat condition. Stockpiled topsoil shall be smoothly distributed over disturbed areas and hand raked to blend with ground line. Final grade shall be flush with top of front slab to provide accessibility. Surface drainage shall be diverted so that it will not enter into the area.
2. The surface of accessible paths within 50 feet of the building shall be compacted with 3 passes of a vibratory compactor prior to placement of Government furnished granular material. Place granular surface material and compact with 3 passes of a vibratory compactor, wetting the material between passes.

L. Cleanup

1. After backfilling and grading has been completed, the disturbed area shall be finished to present as near a natural appearance as possible and cleaned up by removing all debris and materials not utilized.

M. Disposal

1. All unsuitable excavated material, oversize boulders, stumps, small limbs, brush, sod and other construction refuse shall be disposed of off-site at a State-approved disposal site.

Part of the Advertisement/RFP for any CDBG Project

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

SUPPLEMENTAL CONDITIONS FOR FEDERALLY ASSISTED PROJECTS

The supplemental conditions contained in this section are intended to cooperate with, to supplement, and to modify the general conditions and other specifications. In case of disagreement with any other section of this contract, the Supplemental Conditions shall govern. This contract is funded in whole or in part with federal funds made available from the U.S. Department of Housing and Urban Development (HUD). The contractor and all of its subcontractors shall comply with these federal provisions. The contractor shall include these supplemental conditions in all subcontracts.

1. Davis-Bacon Act
2. Copeland "Anti-Kick Back" Act
3. Federal Labor Standards
4. Environmental Compliance
5. Lead Based Paint Requirements
6. Historic Preservation
7. Energy Efficiency
8. Flood Disaster Protection
9. Special Equal Opportunity Provisions
10. Section 3
11. Conflict of Interest
12. Utilization of Minority and Women-owned Businesses
13. Fair Housing Laws
14. Drug Free Workplace
15. Debarred Contractors
16. Lobbying
17. Access to Records
18. Records Retention

Attachment I - Federal Labor Standards Provisions

Attachment II - Section 3 Clause

1. Davis- Bacon Act- 29 CFR Parts 1,3,5,6 and 7

The contractor agrees to comply with the requirements of the Davis-Bacon Act, which requires the payment of prevailing wage rates (which are determined by the U.S. Department of Labor) to all laborers and mechanics on federally funded construction projects in excess of \$2,000. A Davis-Bacon wage decision (or wage determination) is a listing of various construction work classifications and the minimum wage rates (and fringe benefits, where prevailing) that workers who perform work in those classifications must be paid.

2. Copeland "Anti-Kickback" Act- 18 USC 874 and 40 USC 276c; 29 CFR Part 3

The contractor and subcontractor(s) shall comply with the requirements of the Copeland "Anti-Kickback" Act as supplemented in the U.S. Department of Labor regulations 29 CFR Part 3. The Copeland Act makes it a federal crime for anyone to require any laborer or mechanic (employed on a federally assisted project) to kickback (i.e. give up or pay back) any part of their wages. The Copeland Act requires every contractor and subcontractor to submit weekly payroll reports (certified payroll) and regulates permissible payroll deductions.

3. Federal Labor Standards

The project or program to which the construction work covered by this contract pertains is a federally assisted project and the Federal Labor Standards Provisions are included in this contract pursuant to the provisions applicable to such Federal assistance. See Attachment 1 for a complete copy of these labor standards.

4. Environmental Compliance- Section 306 of the Clean Air Act, Section 508 of the Clean Water Act and EPA Regulations- 42 U.S.C. 1857(h)

The contractor shall comply with the requirements of the Federal Clean Air Act and the Federal Water Pollution Control Act, as amended. Requirements for compliance with these regulations apply to contracts and subcontracts in amounts in excess of \$100,000. all applicable standards, orders, or requirements issued under (), (33 U.S.C. 1368), Executive Order 11738, and U.S. Environmental Protection Agency regulations (40 C.F.R. Part 15).

5. Lead- Based Paint Requirements- 24 CFR Part 35

All housing that is assisted by the contractor through this project with federal funds is subject to the lead-based paint requirements, found at 24 CFR Part 35. These rules apply to properties that were constructed prior to 1978, and require:

- Certain disclosures (in the form of notices) to occupants and applicants about any known or potential lead-based paint hazards
- Testing, assessing, and stabilization or reduction of lead-based paint hazards in accordance with established procedures, based on activity type and level of Federal assistance (for rehabilitation)
- Use of safe work practices
- Certain provisions included in all contracts and subcontracts related to lead-based paint
- Ongoing maintenance to monitor controls put in place to limit the hazards associated with the presence of lead-based paint.

6. Historic Preservation- 16 USC 470; 36 CFR Part 800

The contractor's performance may be subject to the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties.

7. Energy Efficiency

The contractor shall comply with any mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

8. Flood Disaster Protection- 42 USC 4001

The contractor's performance may be subject to the Flood Disaster Protection Act of 1973 which requires that activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program must be obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including housing rehabilitation.)

9. Special Equal Opportunity Provisions

A. Activities and Contracts Not Subject to Executive Order 11246, as Amended

(Applicable to Federally assisted construction contracts and related subcontracts \$10,000 and under.)

During the performance of this contract, the Contractor agrees as follows:

- i. The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- ii. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by Contracting Officer seeking forth the provisions of this nondiscrimination clause. The Contractor shall state that all qualified applicants be considered without regard to race, color, religion, sex or national origin.
- iii. Contractors shall incorporate foregoing requirements in all subcontracts.

B. Executive Order 11246 (contracts/subcontracts above \$10,000)

During the performance of this contract, the contractor agrees as follows:

- i. Section 202 Equal Opportunity Clause
 - a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are

treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment, or recruitment advertising; layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in a conspicuous place, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- b. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration without regard to race, color, religion, sex, or national origin.
- c. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding a notice to be provided by the Contract Compliance Officer advising the said labor union or workers representatives of the Contractors commitment under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the Rules, Regulations, and Relevant Orders of the Secretary of Labor.
- e. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and others.

C. Certification of Non-segregated Facilities- E.O. 11246; 41 CFR Part 60-1.8

By the submission of this bid, the bidder, offeror, applicant or subcontractor certifies that he/she does not maintain or provide for his/her employees any segregated facility at any of his/her establishments, and that he/she does not permit employees to perform their services at any location, under his/her control, where segregated facilities are maintained. He/She certifies further that he/she will not maintain or provide for employees any segregated facilities at any of his/her establishments, and he/she will not permit employees to perform their services at any location under his/her control where segregated facilities are maintained. The bidder, offeror, applicant or subcontractor agrees that a breach of this certification is violation of the Equal Opportunity Clause of this contract. As used in this certification, the term segregated facilities means any waiting rooms, work eating areas, time clocks, locker rooms, and other storage or dressing areas, transportation and housing facilities provided for employees

which are in fact segregated on the basis of race, color, religion, or otherwise. He/She further agrees that (except where he/she has obtained identical certifications from proposed subcontractors prior to the award of subcontractors have submitted identical certifications for specific time periods).

D. Equal Employment Opportunity- Title VII of the Civil Rights Act of 1964 E.O. 11246

Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

E. Americans with Disabilities Act of 1990- E.O. 11250; 42 U.S.C 12131; 24 CFR Part 35

The contractor shall not exclude on the basis of handicap persons from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

F. Section 109 of the Housing and Community Development Act of 1974

No person in the United States shall on the grounds of race, color, national original, or sex is excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

G. Section 504 of the Rehabilitation Act of 1973- 29 USC 794, 24 CFR Parts 8 and 9

- i. The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- ii. The Contractor agrees to comply with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.
- iii. In the event of the Contractors noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- iv. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be

prescribed by the Director, provided by or through the contracting officer. Such notices shall state the Contractors obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.

- v. The Contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or their contract understanding, that the contractor is bound by the terms of Section 503 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.
- vi. The Contractor will include the provisions of this clause in every subcontract or purchase order of \$2,500 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

H. Age Discrimination Act of 1975- 42 U.S.C. 6101, et seq; 24 CFR Part 146

The contractor shall comply with the Age Discrimination Act of 1975, which provides that no person, on the basis of age be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program, or activity receiving Federal Financial assistance.

I. NSP 3 Vicinity Hiring and Contracting Preference-

A contractor that is awarded a project involving the use of NSP3 funds, as provided by the Dodd-Frank “Wall Street Reform and Consumer Protection Act” of January 5, 2010, sec 1497 (a)(8), is required to take actions to hire employees who reside in the vicinity of NSP3-funded projects, and provide contracting opportunities to small businesses that are owned and operated by residents in this vicinity.

10. Section 3- 24 CFR Part 135

The contractor shall comply with the purposes of the Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701U) (Section 3) and ensure that employment and other economic opportunities generated by HUD funded programs, to the greatest extent feasible, and consistent with Federal, State, and local laws and regulations, be directed to low- and very-low income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low and very low-income persons. Section 3 regulations apply to all contractors and subcontractors awarded contracts for HUD assisted projects which are in excess of \$100,000. **Section 3 requires that the Section 3 Clause (See Attachment II) be included in every contract that involves section 3 projects.**

11. Conflict Of Interest- 24 CFR Part 85.36 and 24 CFR Part 570.611

No officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who exercises any function or responsibility with respect to this contract, during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed. Further, the Contractor shall cause to be incorporated in all subcontracts the language set forth in this paragraph prohibiting conflict of interest.

12. Utilization Of Minority And Women Firms (M/WBE)- 24 CFR Part 85 (e)

The contractor shall take affirmative steps to assure that M/WBE firms are utilized when possible as suppliers and/or subcontractors, as applicable.

Prior to contract award, the contractor shall document efforts to utilize M/WBE firms, including identifying what firms were solicited as suppliers and/or subcontractors, as applicable. Information regarding certified M/WBE firms can be obtained from:

- State of Florida at 904-487-4698 (all goods and services)
- State of Florida at 904-921-7370 (construction services, particularly highway)
- Minority Business Development Center in most major cities
- Local government M/WBE programs in many large counties and cities

13. Fair Housing Laws

The contractor shall comply with the Fair Housing Act, and related laws that prohibit discrimination on the basis of race, color, national origin, religion, sex, familial status and handicap in the provision of housing, including rental, purchase, advertising, financing, insurance and multi-family housing on the basis of race, color, national origin, religion, sex, familial status and handicap. The requirements of the Fair Housing Act (42 U.S.C. 3601-20) and implementing regulations at 24 CFR part 100; Executive Order 11063, as amended by Executive Order 12259 (3 CFR, 1958-1063 Comp., p. 652 and 3 CFR, 1980 Comp., p. 307) (Equal Opportunity in Housing) and implementing regulations at 24 CFR part 107; and title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) (Nondiscrimination in Federally Assisted Programs) and implementing regulations issued at 24 CFR part 1 shall apply to any housing related contract awarded hereunder.

14. Drug Free Workplace- 41 USC 701, 24 CFR Part 21

The Contractor shall comply with the requirements of the Drug-Free Workplace Act of 1988. The Contractor certifies to comply with the drug-free workplace requirements in accordance with the Act, and with U.S. Department of Housing and Urban Development regulations.

15. Debarred Contractors

This project is subject to requirements prohibiting use of federal funds to directly or indirectly employ, award contracts to, or otherwise engage the services of any contractor, subcontractor or subrecipient during any period of federal debarment, suspension, or placement of ineligibility status. The County is required to check the eligibility status of all contractors, subcontractors, and subrecipients against the federal publication that lists debarred and ineligible contractors. This list can be found on the The System for Award Management (SAM) at <https://www.sam.gov>

16. Lobbying

The Contractor certifies, to the best of his or her knowledge and belief, that:

- A.** No federally appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.
- B.** If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C.** The Contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements.
- D.** This certification is a material representation of fact upon which reliance was placed when this contract was made or entered into. Agreement to this certification is a prerequisite for making or entering into this contract imposed by Section 1352, title 31, U.S. Code. Any person or agency that makes an expenditure prohibited by this section is subject to a civil penalty from \$10,000 up to \$100,000 for each failure. This penalty also applies to any person or agency that fails to submit or amend the disclosure form (LLL), when required. Failure to submit the required certification may result in payment under this contract being delayed or denied.

17. Access to Records- 24 CFR Part 85.42 (e) & (f)

The contractor shall give access to all records, pertinent books, documents, papers or other records related to this contract to the awarding agency, the County of Volusia, the U.S. Department of Housing and Urban Development, the Comptroller General of the United States, and any of their duly authorized representatives for the purpose of making audit, examination, excerpts, and transcriptions as needed.

18. Records Retention- 24 CFR Part 85.42 (a)-(d)

The contractor shall comply with the CDBG records retention regulations. Financial, program, supporting, and other records pertinent to this contract and the grant program shall be maintained for five years after the local government makes final payment and all other pending matters are closed.

Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A. 1. (i) Minimum Wages. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section I(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination.

The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part

of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (i) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been

communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5 (a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

(2) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5 (a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A. 3. (ii)(b).

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

(i) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who

is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable

classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by

the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract

6. Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 in this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

7. Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

10. (i) Certification of Eligibility. By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be

awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1 01 0, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration . . . makes, utters or publishes any statement knowing the same to be false . . . shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. Contract Work Hours and Safety Standards Act. The provisions of this paragraph B are applicable where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$25 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in sub paragraph (1) of this paragraph.

(3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. Health and Safety. The provisions of this paragraph C are applicable where the amount of the prime contract exceeds \$100,000.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96). 40 USC 3701 et seq.

(3) The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

Attachment II

Section 3 requires that the following provisions (“the section 3 clause”), be included in every contract that involves section 3 projects.

- A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD’s regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers’ representative of the contractor’s commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontract is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
- E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor’s obligations under 24 CFR part 135.
- F. Non-compliance with HUD’s regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contract and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

Wage and Hour Division (WHD)

Instructions For Completing Payroll Form, WH-347

- [WH-347](#) (PDF)
OMB Control No. 1235-0008, Expires 04/30/2021.

General: Form WH-347 has been made available for the convenience of contractors and subcontractors required by their Federal or Federally-aided construction-type contracts and subcontracts to submit weekly payrolls. Properly filled out, this form will satisfy the requirements of Regulations, Parts 3 and 5 (29 C.F.R., Subtitle A), as to payrolls submitted in connection with contracts subject to the Davis-Bacon and related Acts.

While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) requires contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) Regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Under the Davis-Bacon and related Acts, the contractor is required to pay not less than prevailing wage, including fringe benefits, as predetermined by the Department of Labor. The contractor's obligation to pay fringe benefits may be met either by payment of the fringe benefits to bona fide benefit plans, funds or programs or by making payments to the covered workers (laborers and mechanics) as cash in lieu of fringe benefits.

This payroll provides for the contractor to show on the face of the payroll all monies to each worker, whether as basic rates or as cash in lieu of fringe benefits, and provides for the contractor's representation in the statement of compliance on the payroll (as shown on page 2) that he/she is paying for fringe benefits required by the contract and not paid as cash in lieu of fringe benefits. Detailed instructions concerning the preparation of the payroll follow:

Contractor or Subcontractor: Fill in your firm's name and check appropriate box.

Address: Fill in your firm's address.

Payroll No.: Beginning with the number "1", list the payroll number for the submission.

For Week Ending: List the workweek ending date.

Project and Location: Self-explanatory.

Project or Contract No.: Self-explanatory.

Column 1 - Name and Individual Identifying Number of Worker: Enter each worker's full name and an individual identifying number (e.g., last four digits of worker's social security number) on each weekly payroll submitted.

Column 2 - No. of Withholding Exemptions: This column is merely inserted for the employer's convenience and is not a requirement of Regulations, Part 3 and 5.

Column 3 - Work Classifications: List classification descriptive of work actually performed by each laborer or mechanic. Consult classification and minimum wage schedule set forth in contract specifications. If additional classifications are deemed necessary, see Contracting Officer or Agency representative. An individual may be shown as having worked in more than one classification provided an accurate breakdown of hours worked in each classification is maintained and shown on the submitted payroll by use of separate entries.

Column 4 - Hours worked: List the day and date and straight time and overtime hours worked in the applicable boxes. On all contracts subject to the Contract Work Hours Standard Act, enter hours worked in excess of 40 hours a week as "overtime".

Column 5 - Total: Self-explanatory

Column 6 - Rate of Pay (Including Fringe Benefits): In the "straight time" box for each worker, list the actual hourly rate paid for straight time worked, plus cash paid in lieu of fringe benefits paid. When recording the straight time hourly rate, any cash paid in lieu of fringe benefits may be shown separately from the basic rate. For example, "\$12.25/.40" would reflect a \$12.25 base hourly rate plus \$0.40 for fringe benefits. This is of assistance in correctly computing overtime. See "Fringe Benefits" below. When overtime is worked, show the overtime hourly rate paid plus any cash in lieu of fringe benefits paid in the "overtime" box for each worker; otherwise, you may skip this box. See "Fringe Benefits" below. Payment of not less than time and one-half the basic or regular rate paid is required for overtime under the Contract Work Hours Standard Act of 1962 if the prime contract exceeds \$100,000. In addition to paying no less than the predetermined rate for the classification which an individual works, the contractor must pay amounts predetermined as fringe benefits in the wage decision made part of the contract to approved fringe benefit plans, funds or programs or shall pay as cash in lieu of fringe benefits. See "FRINGE BENEFITS" below.

Column 7 - Gross Amount Earned: Enter gross amount earned on this project. If part of a worker's weekly wage was earned on projects other than the project described on this payroll, enter in column 7 first the amount earned on the Federal or Federally assisted project and then the gross amount earned during the week on all projects, thus "\$163.00/\$420.00" would reflect the earnings of a worker who earned \$163.00 on a Federally assisted construction project during a week in which \$420.00 was earned on all work.

Column 8 - Deductions: Five columns are provided for showing deductions made. If more than five deduction are involved, use the first four columns and show the balance deductions under "Other" column; show actual total under "Total Deductions" column; and in the attachment to the payroll describe the deduction(s) contained in the "Other" column. All deductions must be in accordance with the provisions of the Copeland Act Regulations, 29 C.F.R., Part 3. If an individual worked on other jobs in addition to this project, show actual deductions from his/her weekly gross wage, and indicate that deductions are based on his gross wages.

Column 9 - Net Wages Paid for Week: Self-explanatory.

Totals - Space has been left at the bottom of the columns so that totals may be shown if the contractor so desires.

Statement Required by Regulations, Parts 3 and 5: While the "statement of compliance" need not be notarized, the statement (on page 2 of the payroll form) is subject to the penalties provided by 18 U.S.C. § 1001, namely, a fine, possible imprisonment of not more than 5 years, or both. Accordingly, the party signing this statement should have knowledge of the facts represented as true.

Items 1and 2: Space has been provided between items (1) and (2) of the statement for describing any deductions made. If all deductions made are adequately described in the "Deductions" column above, state

"See Deductions column in this payroll." See "FRINGE BENEFITS" below for instructions concerning filling out paragraph 4 of the statement.

Item 4 FRINGE BENEFITS - Contractors who pay all required fringe benefits: If paying all fringe benefits to approved plans, funds, or programs in amounts not less than were determined in the applicable wage decision of the Secretary of Labor, show the basic cash hourly rate and overtime rate paid to each worker on the face of the payroll and check paragraph 4(a) of the statement on page 2 of the WH-347 payroll form to indicate the payment. Note any exceptions in section 4(c).

Contractors who pay no fringe benefits: If not paying all fringe benefits to approved plans, funds, or programs in amounts of at least those that were determined in the applicable wage decision of the Secretary of Labor, pay any remaining fringe benefit amount to each laborer and mechanic and insert in the "straight time" of the "Rate of Pay" column of the payroll an amount not less than the predetermined rate for each classification plus the amount of fringe benefits determined for each classification in the application wage decision. Inasmuch as it is not necessary to pay time and a half on cash paid in lieu of fringe benefits, the overtime rate shall be not less than the sum of the basic predetermined rate, plus the half time premium on basic or regular rate, plus the required cash in lieu of fringe benefits at the straight time rate. In addition, check paragraph 4(b) of the statement on page 2 the payroll form to indicate the payment of fringe benefits in cash directly to the workers. Note any exceptions in section 4(c).

Use of Section 4(c), Exceptions

Any contractor who is making payment to approved plans, funds, or programs in amounts less than the wage determination requires is obliged to pay the deficiency directly to the covered worker as cash in lieu of fringe benefits. Enter any exceptions to section 4(a) or 4(b) in section 4(c). Enter in the Exception column the craft, and enter in the Explanation column the hourly amount paid each worker as cash in lieu of fringe benefits and the hourly amount paid to plans, funds, or programs as fringe benefits. The contractor must pay an amount not less than the predetermined rate plus cash in lieu of fringe benefits as shown in section 4(c) to each such individual for all hours worked (unless otherwise provided by applicable wage determination) on the Federal or Federally assisted project. Enter the rate paid and amount of cash paid in lieu of fringe benefits per hour in column 6 on the payroll. See paragraph on "Contractors who pay no fringe benefits" for computation of overtime rate.

Public Burden Statement: We estimate that it will take an average of 55 minutes to complete this collection of information, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection of information, including suggestions for reducing this burden, send to the Administrator, Wage and Hour Division, ESA, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W., Washington, D.C. 20210.

PAYROLL

(For Contractor's Optional Use; See Instructions at www.dol.gov/whd/forms/wh347instr.htm)



Rev. Dec. 2008

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.

OMB No.: 1235-0008
Expires: 04/30/2021

NAME OF CONTRACTOR OR SUBCONTRACTOR ADDRESS

PAYROLL NO. FOR WEEK ENDING PROJECT AND LOCATION PROJECT OR CONTRACT NO.

| (1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER | (2) NO. OF WITHHOLDING EXEMPTIONS | (3) WORK CLASSIFICATION | OT OR ST | (4) DAY AND DATE | | | | | | | (5) TOTAL HOURS | (6) RATE OF PAY | (7) GROSS AMOUNT EARNED | (8) DEDUCTIONS | | | | | (9) NET WAGES PAID FOR WEEK |
|------------------------------------------------------------------------------------------------------------------|--------------------------------------------|-------------------------------|----------|-----------------------|--|--|--|--|--|--|-----------------------|-----------------------|----------------------------------|-------------------|-------------------------|-------|---------------------|--|-----------------------------------------|
| | | | | HOURS WORKED EACH DAY | | | | | | | | | | FICA | WITH- HOLDING TAX | OTHER | TOTAL DEDUCTIONS | | |
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While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Public Burden Statement

We estimate that it will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W. Washington, D.C. 20210

"General Decision Number: FL20190232 10/25/2019

Superseded General Decision Number: FL20180277

State: Florida

Construction Type: Building

Counties: Flagler and Volusia Counties in Florida.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.60 for calendar year 2019 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.60 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2019. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the

federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

| Modification Number | Publication Date |
|---------------------|------------------|
| 0 | 01/04/2019 |
| 1 | 02/01/2019 |
| 2 | 03/01/2019 |
| 3 | 03/15/2019 |
| 4 | 08/30/2019 |
| 5 | 10/04/2019 |
| 6 | 10/25/2019 |

ASBE0067-003 03/01/2019

| | Rates | Fringes |
|------------------------------------------------|----------|---------|
| ASBESTOS WORKER/HEAT & FROST INSULATOR..... | \$ 28.30 | 16.06 |

ELEC0756-005 09/03/2019

| | Rates | Fringes |
|------------------|----------|----------|
| ELECTRICIAN..... | \$ 29.33 | 3%+12.74 |

ELEV0139-002 01/01/2019

| | Rates | Fringes |
|------------------------|----------|---------|
| ELEVATOR MECHANIC..... | \$ 42.72 | 33.705 |

FOOTNOTE:

A. Employer contributions 8% of regular hourly rate to vacation pay credit for employee who has worked in business more than 5 years; Employer contributions 6% of regular hourly rate to vacation pay credit for employee who has worked in business less than 5 years.

Paid Holidays: New Year's Day; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; The Friday after Thanksgiving Day; and Christmas Day.

ENGI0487-022 07/01/2016

| | Rates | Fringes |
|-------------------------|----------|---------|
| OPERATOR: Forklift..... | \$ 23.25 | 9.20 |
| OPERATOR: Mechanic..... | \$ 32.05 | 9.20 |
| OPERATOR: Oiler..... | \$ 23.50 | 9.20 |

ENGI0673-016 05/01/2016

| | Rates | Fringes |
|------------------------------|----------|---------|
| OPERATOR: Crane | | |
| Gantry Crane; Bridge Crane.. | \$ 26.09 | 13.00 |
| Tower Crane; Crawler | | |
| Crane; Truck Crane; Hydro | | |
| Crane..... | \$ 28.25 | 13.00 |

* IRON0402-001 01/01/2019

| | Rates | Fringes |
|-----------------------------|----------|---------|
| IRONWORKER, ORNAMENTAL..... | \$ 23.69 | 12.70 |

PLUM0295-002 01/01/2019

| | Rates | Fringes |
|--------------|----------|---------|
| PLUMBER..... | \$ 34.70 | 19.51 |

 PLUM0295-005 01/01/2019

| | Rates | Fringes |
|-------------------------------------------------------------|----------|---------|
| HVAC MECHANIC (Includes Pipe and Unit Installation)..... | \$ 27.60 | 12.63 |

 SFFL0821-004 01/01/2019

| | Rates | Fringes |
|--------------------------------------------|----------|---------|
| SPRINKLER FITTER (Fire Sprinklers)..... | \$ 28.38 | 19.44 |

 SHEE0015-006 07/01/2014

| | Rates | Fringes |
|--------------------------------------------------------------|----------|---------|
| SHEET METAL WORKER (Includes HVAC Duct Installation)..... | \$ 18.00 | 11.76 |

 SUFL2014-041 08/16/2016

| | Rates | Fringes |
|-----------------------------------|----------|---------|
| CARPENTER..... | \$ 17.92 | 0.00 |
| CEMENT MASON/CONCRETE FINISHER... | \$ 19.00 | 0.00 |
| IRONWORKER, REINFORCING..... | \$ 22.81 | 11.58 |
| IRONWORKER, STRUCTURAL..... | \$ 21.87 | 0.00 |

| | | |
|--------------------------------------------------------------|----------|-------|
| LABORER: Common or General..... | \$ 11.61 | 0.00 |
| LABORER: Mason Tender - Cement/Concrete..... | \$ 12.00 | 0.00 |
| LABORER: Pipelayer..... | \$ 15.00 | 0.54 |
| OPERATOR: Backhoe/Excavator/Trackhoe..... | \$ 17.80 | 2.81 |
| OPERATOR: Bulldozer..... | \$ 15.40 | 1.90 |
| OPERATOR: Grader/Blade..... | \$ 18.97 | 0.00 |
| OPERATOR: Loader..... | \$ 16.30 | 0.00 |
| OPERATOR: Roller..... | \$ 14.43 | 4.78 |
| PAINTER: Brush, Roller and Spray..... | \$ 13.54 | 0.00 |
| PIPEFITTER, Excludes HVAC Pipe and Unit Installation..... | \$ 23.16 | 10.34 |
| ROOFER..... | \$ 16.59 | 0.00 |
| TILE SETTER..... | \$ 17.25 | 1.74 |
| TRUCK DRIVER: Dump Truck..... | \$ 12.95 | 2.28 |
| TRUCK DRIVER: Lowboy Truck..... | \$ 14.24 | 0.00 |

WELDERS - Receive rate prescribed for craft performing
operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour

Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor

200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION"





County of Volusia
Community Assistance
110 W. Rich Avenue
DeLand, FL 32720

Minority & Women Business Reporting Form (MWBE) Information and Instructions for Contractors & Subcontractors

Reporting

This report shall be completed by all contractors and subcontractors for reporting contract and subcontract activities for housing rehabilitation and construction projects as required by the County of Volusia Community Assistance Division. Contract/subcontracts of less than \$10,000 must be reported only if such contracts represent a significant portion of the total contracting activity. Include only the contracts executed during this reporting period.

- Section 7a:
 - ✓ **Amount of Contract/Subcontract:** Enter the dollar amount rounded to the nearest dollar. If subcontractor ID number is provided in 7f, the dollar figure would be for the subcontract only and not for the prime contract.

- Section 7b:
 - ✓ **Type of Trade:** Enter the numeric code which best indicates each contractor's/subcontractor's service type. If subcontractor ID number is provided in 7f, the type of trade code would be for the subcontractor only and not for the prime contractor.
 - * The "other" category includes supply, professional services, and all other activities except construction and education/training activities

- Section 7c:
 - ✓ **Business Racial/Ethnic/Gender Code:** Enter the numeric code which best indicates the racial/ethnic/gender character of the owner(s) and controller(s) of 51% of the business. When 51% or more is not owned and controlled by any single racial/ethnic/gender category, enter the code which seems most appropriate. If the subcontractor ID number is provided, the code would apply to the subcontractor and not the prime contractor

- Section 7d:
 - ✓ **Women Owned Business:** Enter "yes" or "no" to if each listed agency is women owned

- Section 7e:
 - ✓ **Contractor Identification Number:** Enter the Employer (IRS/FEIN) Number of the Prime Contractor as the unique identifier of the prime recipient of HUD funds. Note that the Employer (IRS) Number must be provided for each contract/subcontract awarded.

- Section 7f:
 - ✓ **Subcontractor Identification Number:** Enter the Employer (IRS/FEIN) Number of the subcontractor as the unique identifier for each subcontract awarded from HUD funds. When the subcontractor ID number is provided, the respective Prime Contractor ID Number must also be provided.

- Section 7g:
 - ✓ **Contractor/Subcontractor Business Name and Address:** Enter this information for each firm receiving contract/subcontract activity only one time on each report for each firm.

County of Volusia Community Assistance Division - Contract and Subcontract - Minority and Women Business Reporting Form

To be completed by Volusia County Staff: Project Name: _____ Date of Award: _____

| Amount of Contract or Subcontract 7a. | Type of Trade Code (See below) 7b. | Contractor or Subcontractor Business Racial/Ethnic (See below) 7c. | Woman Owned Business (Yes or No) 7d. | Prime Contractor Identification Number (IRS/FEIN) 7e. | Subcontractor Identification Number (IRS/FEIN) 7f. | Contractor/Subcontractor Business Name and Address 7g. | | | | |
|------------------------------------------|------------------------------------------|--------------------------------------------------------------------------|--------------------------------------------|-------------------------------------------------------------|----------------------------------------------------------|-----------------------------------------------------------|--------|------|-------|-----|
| | | | | | | Business Name | Street | City | State | Zip |
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Name/Title: _____ Signature: _____ Date: _____

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| <p align="center">7b: Type of Trade Codes: CPD</p> <p>1 = New Construction 2 = Education/Training 3 = Other</p> | <p align="center">7c: Racial/ Ethnic Codes</p> <p>1= White Americans 2= Black Americans 3= Native Americans 4= Hispanic American 5= Asian/Pacific American</p> |
|------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|



Section 3 Information and Instructions

What is Section 3?

Section 3 is a provision of the Housing and Urban Development Act of 1968. The purpose of Section 3 is to ensure that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, and consistent with existing Federal, State and local laws and regulations, be directed to low- and very low income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low- and very low-income persons.

What does Section 3 require contractors and subcontractors to do?

- Provide employment and training opportunities to Section 3 residents by meeting the percentage goals in 24 CFR 135.30(b)(3)
- Provide subcontracting opportunities to Section 3 businesses by meeting the percentage goals in 24 CFR 135.30(c)

In addition, all contracts with contractors and subcontractors for Section 3 covered projects must contain the Section 3 contract clause in the contracts of its contractors and subcontractors. The HUD mandated Section 3 language ("Section 3 Clause") may be found at 24 CFR §135.38. The Section 3 Clause may also be found within the Supplemental Conditions which are included in the bid documents. All contracts for U.S. Department of Housing and Urban Development funded projects will contain the Section 3 contract clause.

Volusia County Community Assistance encourages all contractors and subcontractors to extend employment and training opportunities to Section 3 residents for any new opportunities which have been created as a result of the contract award. Reporting on Section 3 opportunities is required for all contractors and subcontractors that are awarded contracts for U.S. Department of Housing and Urban Development funded projects.

What is a Section 3 Resident?

A Section 3 Resident is 1) a public housing resident, or 2) a low- or very low-income person residing in the metropolitan area or non-metropolitan county where the Section 3 covered project is expended.

What is a Section 3 business?

A Section 3 business is defined as one:

- That is 51 percent or more owned by Section 3 residents; or
- Whose permanent, full-time employees include persons, at least 30 percent of whom are currently Section 3 residents, or within three years of the date of their first employment with the business were Section 3 residents; or
- That provides evidence of a commitment to subcontract in excess of 25 percent of the dollar award of all subcontracts to be awarded by the business to other Section 3 businesses (see first two definitions above).

Reporting

With Bid or Quote (Solicitation documents)

- All contractors and subcontractors must submit the Section 3 Certification and Existing Workforce Form.
 - The Section 3 Resident Self-Certification form must be provided for all applicable persons

Upon project completion

- All contractors and subcontractors must submit the Section 3 New Hire Certification.
 - The Section 3 Resident Self-Certification form must be provided for all applicable persons



County of Volusia
 Community Assistance
 110 W. Rich Avenue
 DeLand, FL 32720



Section 3 Certification and Existing Workforce

The purpose of Section 3 is to ensure that employment and other economic opportunities generated by certain federally assisted projects shall, to the greatest extent feasible, and consistent with existing Federal, State and County rules and regulations, be directed to low- and very low-income persons, particularly those receiving housing assistance and to businesses that provide economic opportunities to these persons.

Any bid/proposal response for certain federally assisted projects that do not include this completed document will be considered non-responsive and not eligible for award.

Project Name: _____
 Agency Name: _____
 Contact person: _____ Title: _____
 Address of business: _____
 Telephone number: _____ Fax number: _____
 E-mail address: _____
 Federal Employer Identification Number/SSN: _____

1. Type of business:
 (Check one) Corporation Sole Proprietorship Partnership Joint Venture

2. Check where applicable and provide required documentation:
 The business is **NOT** claiming a Section 3 status.
 The business **IS** claiming a Section 3 status based on the following:
 51% of the business is owned by Section 3 qualified resident(s); see attached Section 3 Resident form(s)
 30% or more of current full-time workforce qualify as section 3 residents, or did within three years of their first date of employment with the business; see attached Section 3 Resident form(s) and list of all employees
 More than 25% of the dollar award will be awarded to other qualified Section 3 businesses; see attached list of sub-contractors

3. Existing Workforce:
 Attach to this form a list of existing agency employees that may work on this project. Please indicate which method of submittal is being used: Agency made employee list (or) "Existing Workforce List"
 Regardless of the method, the submitted list must include the following information:
 Employee Name
 Employee Identification Number
 Employee Wage Classification Type (title best suited to position from applicable wage determination)
 Employee Phone Number
 Employee Mailing Address; including city, state and zip code
 Employee Section 3 status. (If claiming a Section 3 resident self-certification form is required)

I certify to the best of my knowledge that the information contained here within is true and correct.

Print name: _____
 Signature: _____ Date: _____
 Title: _____

NOTE: Volusia County shall maintain this form and supporting documentation a minimum of five years in the project files for review during monitoring. The contractor must retain a copy of the reports in their files for a minimum of five years after completion of the project.

Existing Workforce List

Project Name: _____

Agency Name: _____

The following is a list of existing agency employees that may work on this project. The list must include the following:

- Employee Name
- Employee Identification Number (e.g. last four digits of Social Security number)
- Employee Wage Classification Type (title best suited to position from applicable wage determination)
- Employee Phone Number
- Employee Mailing Address; including city, state and zip code
- Employee Section 3 status. (If claiming a Section 3 resident self-certification form is required)

| Employee Name | ID # | Wage Classification | Phone Number | Mailing Address | Claiming Section 3 status? |
|---------------|------|---------------------|--------------|-----------------|----------------------------|
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County of Volusia
Community Assistance
110 W. Rich Avenue
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Section 3 Resident Self-Certification

The purpose of Section 3 is to ensure that employment and other economic opportunities generated by certain HUD funded projects shall, to the greatest extent feasible, and consistent with existing Federal, State and County rules and regulations, be directed to low- and very low-income persons, particularly those receiving housing assistance and to businesses that provide economic opportunities to these persons.

A Section 3 Resident seeking training and employment opportunities provided by this part shall certify, and submit evidence to the recipient contractor or subcontractor, if requested, that the person is a Section 3 Resident, as defined in Section 135.5.

I, _____, (Print Name) am a legal resident the United States and of Volusia County, Florida and meet the income eligibility and federal guidelines for a Section 3 Resident. I am self-certifying as a Section 3 Resident because of the following reason(s):

- I am a public housing resident leaseholder – Submit copy of lease
- I live in public housing but am not on the lease – Submit copy of lease
- I am a Section 8 voucher holder – Submit copy of voucher
- My household income does not exceed the income guidelines by family size as published at the bottom of this form – Submit copy of most recent tax return or evidence of participation in a public assistance program

NOTE: Documentation of Section 3 Resident status must be submitted with this form

Name _____ Telephone _____

Home Address _____ (will be verified)
(Must be Street Address - Not a P.O. Box Number)

Please check the income below that applies to your household:

| FY 2019 Income Limits Summary | | |
|-------------------------------|-----------------------------------|-----------------------------------|
| Family Size | Low Income | Very-Low Income |
| 1 | <input type="checkbox"/> \$34,300 | <input type="checkbox"/> \$21,450 |
| 2 | <input type="checkbox"/> \$39,200 | <input type="checkbox"/> \$24,500 |
| 3 | <input type="checkbox"/> \$44,100 | <input type="checkbox"/> \$27,550 |
| 4 | <input type="checkbox"/> \$48,950 | <input type="checkbox"/> \$30,600 |
| 5 | <input type="checkbox"/> \$52,900 | <input type="checkbox"/> \$33,050 |
| 6 | <input type="checkbox"/> \$56,800 | <input type="checkbox"/> \$35,500 |

I hereby certify that the information provided by me to be true and correct. If found to be inaccurate, I understand that I may be disqualified as an applicant and/or a certified Section 3 Resident which may be grounds for termination of training, employment, or contracts that resulted from this certification and could subject me to punishment under the law.

Print Name _____

Signature _____ Date _____



Section 3 New Hire Certification

The purpose of Section 3 is to ensure that employment and other economic opportunities generated by certain HUD funded projects shall, to the greatest extent feasible, and consistent with existing Federal, State and County rules and regulations, be directed to low- and very low-income persons, particularly those receiving housing assistance and to businesses that provide economic opportunities to these persons.

All project contractors and subcontractors must complete this form upon project conclusion.

Project Name: _____
Agency Name: _____
Reporting Period: From: _____ To: _____
(Project start date) (Project completion date)

1. Have you hired any new employees who worked on the above mentioned project since the existing workforce list was submitted? [] Yes [] No
(Note: this includes new employees hired specifically for this project or otherwise)

2. New Hires:
Attach to this form a list of employees that have been hired and worked on this project since the existing workforce list was submitted. Please indicate which method of submittal is being used:
[] Agency made employee list (or) [] "New Hire List"
Regardless of the method, the submitted list must include the following information:
Employee Name
Employee Identification Number (e.g. last four digits of Social Security number)
Employee Wage Classification Type (title best suited to position from applicable wage determination)
Employee Phone Number
Employee Mailing Address; including city, state and zip code
Employee Section 3 status (If claiming this status, a Section 3 resident self-certification form is also required)

3. Did you recruit employees for this project? [] Yes [] No
a. If yes, please check any of the following method(s) used to recruit new employees who live within Volusia County and meet the Section 3 criteria:
[] Advertised to fill vacancies in a local newspaper
[] Posted vacancies prominently at the job site
[] Placed signs and/or posters announcing vacancies at the local public housing authorities in Volusia County
[] Distributed employment flyers in various locations within Volusia County
[] Posted employment flyers in various locations within Volusia County
[] Kept a log of all applicants for every position created by this project
[] Retained copies of employment applications completed by Section 3 residents
[] Other - Please provide details: _____

I certify to the best of my knowledge that the information contained here within is true and correct.

Print name: _____
Signature: _____ Date: _____
Title: _____

NOTE: Volusia County shall maintain this form and supporting documentation a minimum of five years in the project files for review during monitoring. The contractor must retain a copy of the reports in their files for a minimum of five years after completion of the project.
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New Hire List

Project Name: _____

Agency Name: _____

The following is a list of new agency employees that have worked on this project.

Employee Name

Employee Identification Number (e.g. last four digits of Social Security number)

Employee Wage Classification Type (title best suited to position from applicable wage determination)

Employee Phone Number

Employee Mailing Address; including city, state and zip code

Employee Section 3 status. (If claiming a Section 3 resident self-certification form is required)

| Employee Name | ID # | Wage Classification | Phone Number | Mailing Address | Claiming Section 3 status? (yes or no) |
|---------------|------|---------------------|--------------|-----------------|-------------------------------------------------|
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24 CFR PART 85.36 Administrative Requirements for Grants and Cooperative Agreements to State, Local and Federally Recognized Indian Tribal Governments

<https://www.hud.gov/sites/documents/24CFR85-36PROC.PDF>

Compliance with the following bonding requirements is mandatory.

Proof of bonding will be verified prior to issuance of the notice to proceed.

(h) Bonding requirements.

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

- (1) A bid guarantee from each bidder equivalent to five percent of the bid price. The bid guarantee shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.
- (2) A performance bond on the part of the contractor for 100 percent of the contract price. A performance bond is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.
- (3) A payment bond on the part of the contractor for 100 percent of the contract price. A payment bond is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.