

CITY OF GREEN COVE SPRINGS CITY COUNCIL REGULAR SESSION

321 WALNUT STREET, GREEN COVE SPRINGS, FLORIDA
TUESDAY, MARCH 02, 2021 – 7:00 PM



Anyone wishing to address the city council regarding any topic on this agenda is requested to complete a card available at the city clerk's desk. Speakers are respectfully requested to limit their comments to three (3) minutes.

The city council prohibits the use of cell phones and other electronic devices which emit an audible sound during all meetings with the exception of law enforcement, fire and rescue or health care providers on call. Persons in violation may be requested to leave the meeting

AGENDA

Invocation & Pledge of Allegiance to the Flag - **Pastor Pendergraft - Sacred Heart Catholic**

Roll Call

Mayor to call on members of the audience wishing to address the Council on matters not on the Agenda.

AWARDS & RECOGNITION

1. Swearing-In of Citizen's Advisory Committee
2. Monarch City Proclamation
3. AMIKids Clay County - Presentation

CONSENT AGENDA

All matters under the consent agenda are considered to be routine by the city council and will be enacted by one motion in the form listed below. There will be no separate discussion on these items. If discussion is desired, that item will be removed from the consent agenda and will be considered separately. Backup documentation and staff recommendations have been previously submitted to the city council on these items.

4. Council approval of Chief Asdot to attend the FBINAA Annual Training Conference in Orlando, FL. **Derek Asdot**
5. Council approval of Chief Asdot to attend FPCA Summer Conference in Hollywood, FL. **Derek Asdot**
6. City Council approval of, and authorization for the Mayor, City Attorney and City Clerk to execute, Amendment #1 in the amount of \$56,100.00 to the Design Loan Agreement for the Florida Department of Environmental Protection (FDEP), Drinking Water State Revolving Fund (SRF) Loan Application DW 100102 for \$356,800.00, for the design of capital improvements to

the City's Water System. This amendment increases the total loan / grant (50%) amount to \$412,900.00. **Scott Schultz**

- [7.](#) City Council approval of Scrivener's Error to the April 16, 2019 Minutes **Kimberly Thomas**
- [8.](#) City Council approval of funding in the amount of \$24,270.30 to Jax Utilities Management for sewer connections to four parcels, piggybacking on City of Jacksonville Contract # 8258-19 **Scott Schultz**
- [9.](#) City Council approval of street closure **Kimberly Thomas**
- [10.](#) City Council approval of Invoices #1-4 in the amount of 120,014.80 to Mastry / Yanmar, for purchase of generators as part of the Hazard Mitigation Grant Program (HMGP), Federally-Funded Subaward and Grant Agreement # H0297 / Project Number 4337-217-R, for \$537,018.75, for Utility Mitigation and Generator Project to install generators on 17 of the City's lift stations. Note: The City has received 75% funding from HMGP. Staff received an advance from HMGP in the amount of \$333,578.20. **Scott Schultz**
- [11.](#) City Council approval of Minutes from 2/02/2021 Regular Session **Erin West**
- [12.](#) City Council approval of Land Dedication for new roadway adjacent to Ruby Street **Michael Daniels**
- [13.](#) City Council approval of Engagement Letter to retain the services of Nabors, Giblin & Nickerson, P. A. ("NG&N") to assist with the annual non-ad valorem assessments for the Magnolia West subdivision's solid waste and City wide stormwater programs. **Jim Arnold**
- [14.](#) City Council approval of a change order #3 to KBT Contracting Corp to Construct a drive through shelter for the Food Pantry in the amount of \$94,200.00. **Steve Thomas**
- [15.](#) City Council adoption of a Language Access Plan (LAP) for Limited English Proficiency (LEP) persons. **Mike Null**

PUBLIC HEARINGS

- [16.](#) First Public Hearing to take recommendations for a CDBG-CV Coronavirus Cycle grant application with the Florida Department of Economic Opportunity. **Mike Null**

COUNCIL BUSINESS

- [17.](#) FMPA - March 2021 **Bob Page**
- [18.](#) First Reading of Ordinance O-05-2021, Amending Section 90-61 of the City Code to allow security and night-lights under certain circumstances. **Mike Null**
19. City Manager and City Attorney Reports and/or Correspondence/Executive Summary Reports.
20. City Council Reports and/or Correspondence.

Adjournment

The City Council meets the first and third Tuesday of each month beginning at 7:00 p.m., unless otherwise scheduled. Meetings are held in City Hall at 321 Walnut Street. Video and audio recordings of the meetings are available in the City Clerk's Office upon request.

City may take action on any matter during this meeting, including items that are not set forth within this agenda.

Minutes of the City Council meetings can be obtained from the City Clerk's office. The Meetings are usually recorded, but are not transcribed verbatim for the minutes. Persons requiring a verbatim transcript may make arrangements with the City Clerk to duplicate the recordings, if available, or arrange to have a court reporter present at the meeting. The cost of duplication and/or court reporter will be at the expense of the requesting party.

Persons who wish to appeal any decision made by the City Council with respect to any matter considered at this meeting will need a record of the proceedings, and for such purpose 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 based. The City is not responsible if the in-house recording is incomplete for any reason.

ADA NOTICE

In accordance with Section 286.26, Florida Statutes, persons with disabilities needing special accommodations to participate in this meeting should contact the City Clerk's office no later than 5:00 p.m. on the day prior to the meeting.

PUBLIC PARTICIPATION:

Pursuant to Section 286.0114, Florida Statutes, effective October 1, 2013, the public is invited to speak on any "proposition" before a board, commission, council, or appointed committee takes official action regardless of whether the issue is on the Agenda. Certain exemptions for emergencies, ministerial acts, etc. apply. This public participation does not affect the right of a person to be heard as otherwise provided by law.

EXPARTE COMMUNICATIONS

Oral or written exchanges (sometimes referred to as lobbying or information gathering) between a Council Member and others, including staff, where there is a substantive discussion regarding a quasi-judicial decision by the City Council. The exchanges must be disclosed by the City Council so the public may respond to such exchanges before a vote is taken.



STAFF REPORT

CITY OF GREEN COVE SPRINGS, FLORIDA

TO: Regular Council Meeting **MEETING DATE:** March 2, 2021
FROM: Kimberly Thomas, Executive Assistant to the City Manager
SUBJECT: Swearing-In of Citizen's Advisory Committee

BACKGROUND

Applications were submitted and reviewed for the CAC, and the approved applications were given to Council for approval on February 16, 2021.

FISCAL IMPACT

RECOMMENDATION

Proclamation

- WHEREAS,** The monarch butterfly is an iconic North American species whose multigenerational migration and metamorphosis from caterpillar to butterfly has captured the imagination of millions of Americans; and
- WHEREAS,** Monarch butterflies, as well as other butterfly species, bees, birds and bats, help move pollen from one plant to another, fertilizing flowers and making it possible for plants to produce food needed to feed people and wildlife; and
- WHEREAS,** 20 years ago, more than one billion Eastern monarch butterflies migrated to Mexico, but over the last decade their numbers have declined by 80%; and
- WHEREAS,** An important part of the mission of the Garden Club of Green Cove Springs is to further educate their members and the public about environmental awareness and to teach our youth to respect and protect the environment; and
- WHEREAS,** Cities, towns and counties have a critical role to play to help save the monarch butterfly; and
- WHEREAS,** The City of Green Cove Springs in conjunction with the Garden Club of Green Cove Springs is playing a leadership role to bring together stakeholders in the community to work together to restore habitat for monarchs; and
- WHEREAS,** Every citizen of Green Cove Springs can make a difference for the monarch by planting native milkweed and nectar plants to provide habitat for the monarch and pollinators in locations where people live, work, learn, play and worship; and

NOW, THEREFORE, BE IT PROCLAIMED BY THE CITY COUNCIL OF THE CITY OF GREEN COVE SPRINGS, FLORIDA, AS FOLLOWS:

- Section 1.** The City Council hereby proclaims Green Cove Springs as a Monarch City USA, and urge all residents of Green Cove Springs to do their part by planting and protecting native milkweed and nectar sources, so that monarch butterflies have the resources necessary to produce successive generations and sustain their spectacular migration through our City and our State.
- Section 2.** A true copy of this Proclamation shall be spread upon the Official Minutes of the City Council of the City of Green Cove Springs.

DONE AND PROCLAIMED BY THE CITY COUNCIL OF THE CITY OF GREEN COVE SPRINGS, FLORIDA, IN REGULAR SESSION THIS 2ND DAY OF MARCH 2021.

CITY OF GREEN COVE SPRINGS, FLORIDA



B. Van Royal, Mayor

ATTEST:

Erin West, City Clerk



STAFF REPORT

CITY OF GREEN COVE SPRINGS, FLORIDA

TO: Regular Session **MEETING DATE:** 03/02/2021

FROM: Derek Asdot, Chief of Police

SUBJECT: Council approval of Chief Asdot to attend the FBINAA Annual Training Conference in Orlando, FL.

BACKGROUND

Council approval of Chief Asdot to attend the 2021 FBINAA 57th National Training Conference at the Rosen Shingle Creek Hotel located in Orlando, FL from July 7-10, 2021. Registration fee is \$475, and accommodations are \$486. Total amount to be approved from council is \$961. This is to be taken out of training account # 104-2021-5005410.

FISCAL IMPACT

RECOMMENDATION

Council approval of Chief Asdot to attend the FBINAA Annual Training Conference in Orlando, FL.



Item #4.

CITY OF GREEN COVE SPRINGS ADVANCED TRAINING/ LICENSE/CERTIFICATE REQUEST

Requires Department Head's, Human Resources Director's, and City Manager's approval before scheduling

Name: Derek Asdot Hire Date: _____ Employee ID #: 654

Department: Police Position: Chief of Police

Type of Training / Education: ☐ Advanced Training ☐ License ☒ Other FBINAA Annual Training Conference

Purpose of Training / Education: ☒ Job Skills ☐ Career Advancement

Name of Provider: FBINAA 57th National Annual Training Conference

Address: Rosen Shingle Creek Hotel; 9939 Universal Blvd, Orlando, FL 32819

Course/Seminar Title: 2021 FBINAA 57th National Training Conference

Start Date: 07/07/2021

End Date: 07/10/2021

Registration Fee: \$ 475.00

Accommodations: \$ 486.00

Total Cost: \$ 961.00

FOR HR USE ONLY

____ Copy given to employee after authorization

____ Copy given to Finance

*Traveling – Review Travel and Funds
Advance Request Form

****Employee: Please attach copy of class description.***

Please read each statement below and initial to the left of each statement to verify your understanding of the rules regarding the Training & Education Policy. For more information, please refer to the Personnel Manual, Section 10.

Item #4.

_____ Reimbursement for any training, license(s), certificates and books may only be requested after the employee has worked for the City for one (1) continuous year of full-time service.

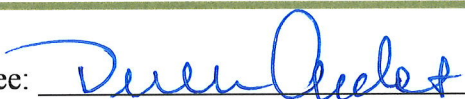
_____ Course is job-related or provides benefit to the City.

_____ The cost of books for the course may be reimbursable up to 100%, upon approval by the City Manager.

_____ I certify that I have read and understand the Training & Education Policy and that to the best of my knowledge this application is complete and correct. I further understand that falsifying this application can be grounds for suspension from the Training & Education Program or disciplinary action and could constitute fraud which could result in criminal penalties.

_____ If separation of employment occurs with the City within three (3) years for advanced training or certifications costing more than \$250 and paid by the City, I agree to reimburse the City a prorated amount.

_____ If separation of employment occurs with the City within six (6) months of receiving a certification/license costing less than \$250 such as, CDL, Water/Wastewater license, or Notary Public and paid by the City, the employee shall be responsible for 100% reimbursement.

Employee:  Date: 2.17.21

Sergeant/Supervisor: n/a Date: ☐ Approved ☐ Disapproved

Division Commander: n/a Date: ☐ Approved ☐ Disapproved

Dept. Head: n/a Date: ☐ Approved ☐ Disapproved

HR Director: Date: ☐ Approved ☐ Disapproved

City Manager: Date: ☐ Approved ☐ Disapproved

NOTE: Once you have obtained Department Head's signature, this form must be submitted to the HR Department.

**Employee: Please attach copy of class description.*

City of Green Cove Springs

Travel and Funds Advance Request

Item #4.

Name of Traveler: Derek Asdot **Department:** Police

Date Submitted: 02/16/2021

Purpose of Travel: 2021 FBINAA 57th National Annual Training Conference

Date & Time of Departure: 07/07/2021 @ 6 a.m. **Date & Time of Return:** 07/10/2021 @ 8 p.m.

Destination: Rosen Shingle Creek Hotel; 9939 Universal Blvd, Orlando, FL 32819

Mode of Travel: (Circle One) City Vehicle Private Auto Air Bus Train

Expense Items	Prepaid \$ To Others	Advance \$ To Employee	Actual Total
TRANSPORTATION			
Public	\$ (A)		
Private: (Est. Miles _____ @ .445) (Act. Miles _____ @ .445)		\$ _____	\$ _____
Begin Mileage: _____			\$ _____
Ending Mileage: _____			\$ _____
LODGING: 3 Days @ \$ 162	\$ <u>486.00</u> (B)	\$ _____	\$ _____
MEALS: B: 4 @ \$ 6.00 L: 1 @ \$ 11.00 D: 4 @ \$ 19.00		\$ 24 \$ 11 \$ 76	\$ _____ \$ _____ \$ _____
OR			
PER DIEM: Days @ \$80	\$ (C)	\$	\$
ACTUAL COST TOTAL (Attach receipt for each meal. Do not mix per diem & actual)			\$ _____
CONFERENCE FEES: Employee	\$ 475.00 (D) \$	\$ _____ \$	\$ _____ \$
TOTALS	\$ <u>961.00</u>	\$ 111.00	\$
Less Prepaid			\$
Less Advances			\$
Amount Due City			\$

I request approval of travel and hold myself accountable for prepaid and advances. I have read and agree to abide by the rules and regulations printed on the reverse side of this form. **Signature:** [Signature] **Date:** 2-17-21

APPROVALS: FUND 001 DEPT 2021 ACCOUNT 5004000

Department Head : _____ **City Manager :** _____ **Finance Director:** _____

PREPAID INFORMATION: SEND PREPAID CHECKS TO THE FOLLOWING:

(A) _____ **DATE REQUIRED:** _____
 (B) _____ **DATE REQUIRED:** _____
 (C) _____ **DATE REQUIRED:** _____

DATE ADVANCE REQUIRED BY EMPLOYEE: 07/01/2021

City of Green Cove Springs

Travel and Funds Advance Request

Item #4.

RULES AND REGULATIONS CONCERNING TRAVEL AND TRAVEL ADVANCES

- ❖ All travel must be an official nature, and all seminars, courses, meetings, etc. must be directly related to the performance of the traveler's assigned duties.
- ❖ All travel must be approved in writing, using this form, prior to any travel being performed. Failure to obtain prior approval could result in the traveler not being reimbursed for travel expenses.
- ❖ All travel requests must be submitted and approved as far in advance of commencement of travel as possible to ensure that the request for prepaid expenses and advancement of funds can be processed in a timely and orderly manner.
- ❖ **Final report of travel, showing actual expenses incurred and with receipts for expenditures attached, must be submitted within 10 days after the completion of travel. If funds are due to the City, a check must be attached to the final report.**
- ❖ Failure to submit a final report in a timely manner could result in a deduction from the employee's pay for any advanced funds in excess of the actual expenses or up to the full amount of advanced funds.
- ❖ If prepaid expense checks are required to be mailed to a vendor, the name, address, and disbursement date of the check **MUST** be completed on the front of the form. A copy of all documents that must be sent with the check must be completed and sent with the check must be completed by the traveler and attached to this request. A copy of the announcement giving a description of the class, seminar, etc., must be attached.
- ❖ All travel must be by a usually traveled route. Reimbursement may be made by common carrier and shall be sustained by receipts therefore. The use of a privately-owned vehicle for official travel in lieu of public owned or common carrier may be authorized under certain circumstances by the City Manager, and when authorized, reimbursement will be on a mileage basis not to exceed mileage as defined by applicable State of Florida rate. Reimbursement for expenditures related to the operation, maintenance and ownership of a vehicle shall not be allowed when a privately-owned vehicle is used on public business. Mileage shall be calculated as though travel began and terminated at City Hall.
- ❖ While on official business for the City, public officers and employees may be allowed for subsistence and lodging when traveling to a convention, conference or other authorized City business which may serve a direct public purpose of the City by the person attending such meeting, eighty dollars (\$80) per diem per day to cover lodging & meals. Alternately, the employee may be reimbursed for actual expenses for meals up to the following:

Breakfast \$6.00

Lunch: \$11.00

Dinner: \$19.00

Plus actual expenses for lodging at a single occupancy rate to be substantiated by paid bills therefore. When on authorized business not requiring an overnight stay, a City officer or employee shall not be reimbursed on a per diem basis, but shall receive subsistence based upon expenses of meals not to exceed the rates listed above. Allowance shall be made for meals when on official business in the City or immediate vicinity when approved by the City Manager, and reimbursement shall be made for actual expenses as substantiated by paid bills. If the cost of a meal for a guest is included in the claim, the following information is required: name of the guest, city business discussed, why expense was beneficial to the City.

- ❖ Incidental expenses such as taxi fare, parking fees, auto storage, communication expense and convention registration fees are also reimbursable. Receipts for all incidental expenses must be furnished to the City Finance Director on all authorized travel.
- ❖ Advancements may be made for approved travel and per diem on the basis of anticipated expenses provided that proper accounting for such expenses is made following completion of approved travel.

FBINAA

57th National Annual Training Conference

July 7 – 10, 2021 | Orlando, Florida



SCHEDULE AT A GLANCE

DAY	DATE	START	END	AGENDA ITEM	TYPE
TUE	7/6	6:00 AM	8:00 PM	Command Post	Attendee Services
TUE	7/6	8:00 AM	8:00 PM	Information & Activity Desk	Attendee Services
DAY	DATE	START	END	AGENDA ITEM	TYPE
WED	7/7	6:00 AM	8:00 PM	Command Post	Attendee Services
WED	7/7	6:30 AM	1:30 PM	Optional Activity - FBINAA Golf Tournament	Optional Activity
WED	7/7	7:45 AM	7:00 PM	Check-in & Registration	Attendee Services
WED	7/7	7:45 AM	5:00 PM	FBINAA Conference Store & 5.11 Store	Attendee Services
WED	7/7	8:00 AM	8:00 PM	Information & Activity Desk	Attendee Services
WED	7/7	9:00 AM	2:30 PM	Optional Activity - FBINAA Wild Florida Tour	Optional Activity
WED	7/7	9:00 AM	10:00 PM	Family Lounge	Attendee Services
WED	7/7	9:00 AM	11:30 AM	Family Lounge Open House	Attendee Services
WED	7/7	9:30 AM	10:30 AM	Family Badge Networking & Information Session	Attendee Services
WED	7/7	10:00 AM	11:30 AM	Breakout Sessions	Training
WED	7/7	11:00 AM	3:30 PM	Optional Activity - Wine Bar George and Shopping	Optional Activity
WED	7/7	1:00 PM	2:30 PM	Breakout Sessions	Training
WED	7/7	2:00 PM	4:00 PM	YLP Meet-up	Invite-Only
WED	7/7	4:30 PM	6:00 PM	Opening Ceremonies	Attendee Services
WED	7/7	6:00 PM	7:30 PM	President's Welcome Reception	Optional Social Event
WED	7/7	9:00 PM	11:00 PM	After Hours Reception	Optional Social Event
WED	7/7	11:00 PM	12:30 PM	The Board Room	Optional Social Event
DAY	DATE	START	END	AGENDA ITEM	TYPE
THU	7/8	6:00 AM	8:00 PM	Command Post	Attendee Services
THU	7/8	6:00 AM	7:30 AM	Optional Activity - FBINAA 5k Fun Walk/Run	Optional Activity

THU	7/8	7:00 AM	8:00 AM	Optional Activity - Yoga Session	Optional Activity
THU	7/8	8:00 AM	4:00 PM	Check-in & Registration	Attendee Services
THU	7/8	8:00 AM	10:00 PM	Family Lounge	Attendee Services
THU	7/8	8:00 AM	4:00 PM	FBINAA Conference Store & 5.11 Store	Attendee Services
THU	7/8	8:00 AM	8:00 PM	Information & Activity Desk	Attendee Services
THU	7/8	8:30 AM	10:00 AM	Keynote Presentation	Training
THU	7/8	8:30 AM	10:00 AM	Keynote Presentation	Training
THU	7/8	8:30 AM	10:00 AM	Optional Activity - Kennedy Space Center	Optional Activity
THU	7/8	10:00 AM	3:30 PM	Law Enforcement Exhibition	LE Attendees
THU	7/8	10:15 AM	3:30 PM	Optional Activity - FBINAA Shooting Competition	Optional Activity
THU	7/8	11:00 AM	2:30 PM	Optional Activity - FBINAA Women Graduates Event	Optional Activity
THU	7/8	11:30 AM	5:00 PM	Optional Activity - Orlando Brewery Tour	Optional Activity
THU	7/8	12:00 PM	12:45 PM	Conference Badge Lunch with Sponsors & Exhibitors	LE Attendees
THU	7/8	12:45 PM	3:00 PM	Optional Activity - ifly Excursion	Optional Activity
THU	7/8	1:00 PM	2:30 PM	Keynote Presentation	Training
THU	7/8	3:00 PM	4:30 PM	Breakout Sessions	Training
THU	7/8	6:15 PM	9:00 PM	A Night with Friends & Colleagues	Optional Social Event
THU	7/8	10:00 PM	12:00 AM	The Board Room	Optional Social Event
FRI	7/9	6:00 AM	8:00 PM	Command Post	Attendee Services
FRI	7/9	7:00 AM	8:00 AM	Optional Activity - Yoga Session	Optional Activity
FRI	7/9	8:00 AM	4:00 PM	Check-in & Registration	Attendee Services
FRI	7/9	8:00 AM	10:00 PM	Family Lounge	Attendee Services
FRI	7/9	8:00 AM	4:00 PM	FBINAA Conference Store & 5.11 Store	Attendee Services
FRI	7/9	8:00 AM	8:00 PM	Information & Activity Desk	Attendee Services
FRI	7/9	8:00 AM	9:30 AM	YLP Breakfast	Invite-Only
FRI	7/9	8:30 AM	10:00 AM	Keynote Presentation	Training

FBINAA

57th National Annual Training Conference

July 7 - 10, 2021 | Orlando, Florida



FBINAA

57th National Annual Training Conference

July 7 – 10, 2021 | Orlando, Florida



Item #4.

FRI	7/9	8:30 AM	2:00 PM	Optional Activity - Winter Park Cultural Tour with Lunch	Optional Activity
FRI	7/9	10:00 AM	3:30 PM	Law Enforcement Exhibition	LE Attendees
FRI	7/9	12:00 PM	12:45 PM	Conference Badge Lunch with Sponsors & Exhibitors	LE Attendees
FRI	7/9	12:45 PM	1:00 PM	Executive Board Call for Nominations	LE Attendees
FRI	7/9	1:00 PM	2:30 PM	Keynote Presentation	Training
FRI	7/9	3:00 PM	4:30 PM	Breakout Sessions	Training
FRI	7/9	6:00 PM	10:00 PM	FBINAA Night at Sea World	Optional Social Event
FRI	7/9	10:00 PM	12:00 AM	The Board Room	Optional Social Event
DAY	DATE	START	END	AGENDA ITEM	TYPE
SAT	7/10	6:00 AM	8:00 PM	Command Post	Attendee Services
SAT	7/10	7:00 AM	8:00 AM	Optional Activity - Yoga Session	Optional Activity
SAT	7/10	7:30 AM	9:30 AM	Election for Section III Representative	LE Attendees
SAT	7/10	8:00 AM	12:00 PM	Check-in & Registration	Attendee Services
SAT	7/10	8:00 AM	10:00 PM	Family Lounge	Attendee Services
SAT	7/10	8:00 AM	12:00 PM	FBINAA Conference Store & 5.11 Store	Attendee Services
SAT	7/10	8:00 AM	8:00 PM	Information & Activity Desk	Attendee Services
SAT	7/10	8:30 AM	10:00 AM	Keynote Presentation	Training
SAT	7/10	10:00 AM	2:00 PM	Optional Activity - Gatorland Ziplining	Optional Activity
SAT	7/10	10:30 AM	12:00 PM	Breakout Sessions	Training
SAT	7/10	12:00 PM	1:30 PM	Lunch & Annual Business Meeting	LE Attendees
SAT	7/10	1:35 PM	2:30 PM	Keynote Presentation	Training
SAT	7/10	3:00 PM	4:30 PM	Breakout Sessions	Training
SAT	7/10	5:30 PM	10:00 PM	Youth Wrap Party	Optional Social Event
SAT	7/10	6:00 PM	9:30 PM	Gala Banquet & Closing Ceremonies	Optional Social Event
SAT	7/10	9:30 PM	11:00 PM	After Hours Reception	Optional Social Event
SAT	7/10	11:30 PM	12:30 PM	The Board Room	Optional Social Event

FBI NAA

57th National Annual Training Conference
July 7 – 10, 2021 | Orlando, Florida



SUN	7/11	6:00 AM	6:00 PM	Command Post	Attendee Services
SUN	7/11	8:00 AM	2:00 PM	Information & Activity Desk	Attendee Services

Amanda Upton

From: conference@fbinaa.org
Sent: Thursday, February 11, 2021 3:42 PM
To: Derek Asdot
Cc: Amanda Upton
Subject: FBINAA - Balance Due Reminder

CAUTION: This email originated from outside of the organization. . Do not click links or open attachments unless you recognize the sender and know the content is safe.

FBINAA

57th National Annual Training Conference
 July 7 – 10, 2021 | Orlando, Florida



Dear Derek,

Thank you for registering. Please see your registration detail below. Since you have a balance due, you are not able to add guests for a Family Badge at this time. Click the icon below to download your invoice with payment instructions. **You can make your hotel reservation now with the link below.**

Total Balance Due: \$475.00

You're registered for:

Sales Date	Description	Unit Price	Qty	Gross Amount
02/11/21	Conference Badge - FBINAA Member	\$475.00	1	\$475.00
02/11/21	President's Welcome Reception - Included	\$0.00	1	\$0.00
02/11/21	Conference Memento - Attendee	\$0.00	1	\$0.00
02/11/21	Lunch Ticket #1	\$0.00	1	\$0.00
02/11/21	Lunch Ticket #2	\$0.00	1	\$0.00
02/11/21	Lunch Ticket #3	\$0.00	1	\$0.00
Balance Due				\$475.00



Click to View

Next Steps Now After Registering:

Conference Policies, Terms & Conditions

A necessary place to start your planning, [click here](#) to read about important policies pertaining to your conference participation.

Hotel Reservations

Information and rates for the hotels that currently make up the conference block can be [found here](#). When you are ready to book your hotel room, click your link below to begin the hotel reservation process. Please note that online reservations are required. You may call the hotel after your reservation is made online to make changes, submit special requests, or to cancel.

Rosen Shingle Creek Orlando

You are able to book a maximum of two rooms. If you require more, please contact us by replying to this email. [Hotel reservation link. Please click here.](#)

Access to the Attendee Service Center (ASC) is limited to paid registrants. You will receive an email with login information once your registration has been approved and your registration fee is paid.

Questions, comments, suggestions? We want to hear from you. Contact the Conference Helpline at conference@fbinaa.org or (800) 941-8840.

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Links contained in this email have been replaced. If you click on a link in the email above, the link will be analyzed for known threats. If a known threat is found, you will not be able to proceed to the destination. If suspicious content is detected, you will see a warning.

SUCCESS! YOUR ROOM IS BOOKED.

Check aupton@gcspd.com to view your confirmation email.

Thanks, Derek! Your itinerary number is 10237B50989802

ROOM 1 CONFIRMATION #: 69867SC084936

Confirmed

Thank you for choosing our property. We look forward to your arrival.

☐ ADD TO CALENDAR

SHARE

Room Details

Rosen Shingle Creek

9939 Universal Blvd,
Orlando, Florida 32819
1-407-996-9939

HotelConfirmations@rosenshinglecreek.com
<http://www.rosenshinglecreek.com>

CONFIRM #69867SC084936

King Room

\$432.00

FBINAA Annual Conference July 2021 3 NIGHTS

☐ **GRPFBINAA2021 Applied**

Dates

Wed, Jul 7, 2021

Sat, Jul 10, 2021 (3 Nights)

Guests

1 Adult

Guest Information

Derek Asdot

[Home](#) [Contact Us](#) [Privacy Policy](#)

Booking Engine by Preferred Hotels & ResortsSM

[VIEW FULL POLICY](#)

tax

Cancellation required by 4pm at least 5 days prior to arrival to avoid a charge of one night's room and
Cancel Policy

time of authorization.

All reservations are required to be guaranteed with a valid credit card . Please be advised that five days
prior to your arrival, an authorization equivalent to a one night's room and tax charge will be processed
on your card. Authorizations on a debit card will place a hold on funds within your bank account at the


Guarantee Policy

ROOM 1 KING ROOM

Check-in After 3:00 PM
Check-out Before 11:00 AM

Policies

CANCEL ROOM

 Card ending in 1837

Payment Method

Tax exempt and card authorization.

Additional Details and Preferences

9042977322

on@gcspd.com

Total: \$486.00

TAXES AND FEES: \$54.00



Item #5.

**CITY OF GREEN COVE SPRINGS
ADVANCED TRAINING/ LICENSE/CERTIFICATE REQUEST**

***Requires Department Head's, Human Resources Director's, and City Manager's
approval before scheduling***

Name: Derek Asdot Hire Date: _____ Employee ID #: 654

Department: Police Position: Chief of Police

Type of Training / Education: ☐ Advanced Training ☐ License ☒ Other FPCA Summer Conference

Purpose of Training / Education: ☐ Job Skills ☐ Career Advancement

Name of Provider: Florida Police Chief's Association

Address: Seminole Hard Rock Hotel Hollywood, FL - 1 Seminole Way, Hollywood, FL 33314

Course/Seminar Title: 69th Annual Summer Training Conference & Exposition

Start Date: 06/27/2021

End Date: 06/30/2021

Registration Fee: \$ 400.00

Accommodations: \$ 606.81

Total Cost: \$ 1,006.81

FOR HR USE ONLY

____ Copy given to employee after authorization

____ Copy given to Finance

*Traveling – Review Travel and Funds
Advance Request Form

****Employee: Please attach copy of class description.***

Please read each statement below and initial to the left of each statement to verify your understanding of the rules regarding the Training & Education Policy. For more information, please refer to the Personnel Manual, Section 10.

Item #5.

BSL Reimbursement for any training, license(s), certificates and books may only be requested after the employee has worked for the City for one (1) continuous year of full-time service.

BSL Course is job-related or provides benefit to the City.

BSL The cost of books for the course may be reimbursable up to 100%, upon approval by the City Manager.

BSL I certify that I have read and understand the Training & Education Policy and that to the best of my knowledge this application is complete and correct. I further understand that falsifying this application can be grounds for suspension from the Training & Education Program or disciplinary action and could constitute fraud which could result in criminal penalties.

BSL If separation of employment occurs with the City within three (3) years for advanced training or certifications costing more than \$250 and paid by the City, I agree to reimburse the City a prorated amount.

BSL If separation of employment occurs with the City within six (6) months of receiving a certification/license costing less than \$250 such as, CDL, Water/Wastewater license, or Notary Public and paid by the City, the employee shall be responsible for 100% reimbursement.

Employee: Daniel Oudejans Date: 2.11.21

Sergeant/Supervisor: n/a Date: _____ ☐ Approved ☐ Disapproved

Division Commander: n/a Date: _____ ☐ Approved ☐ Disapproved

Dept. Head: n/a Date: _____ ☐ Approved ☐ Disapproved

HR Director: _____ Date: _____ ☐ Approved ☐ Disapproved

City Manager: _____ Date: _____ ☐ Approved ☐ Disapproved

NOTE: Once you have obtained Department Head's signature, this form must be submitted to the HR Department.

***Employee: Please attach copy of class description.**

City of Green Cove Springs

Travel and Funds Advance Request

Item #5.

Name of Traveler: Derek Asdot **Department:** Police

Date Submitted: 02/16/2021

Purpose of Travel: Florida Police Chief's Association Summer Conference

Date & Time of Departure: 06/27/2021 @ 10 a.m. **Date & Time of Return:** 06/30/2021 @ 11 p.m.

Destination: Seminole Hard Rock Hotel in Hollywood, FL - 1 Seminole Way, Hollywood, FL 33314

Mode of Travel: (Circle One) City Vehicle Private Auto Air Bus Train

Expense Items	Prepaid \$ To Others	Advance \$ To Employee	Actual Total
TRANSPORTATION			
Public	\$ (A)		
Private: (Est. Miles _____ @ .445) (Act. Miles _____ @ .445)		\$ _____	\$ _____
Begin Mileage: _____			\$ _____
Ending Mileage: _____			\$ _____
LODGING: 3 Days @ \$ 202.27	\$ 606.81 (B)	\$ _____	\$ _____
MEALS: B: 3 @ \$ 6.00 L: 2 @ \$ 11.00 D: 3 @ \$ 19.00		\$ 18 \$ 22 \$ 57	\$ _____ \$ _____ \$ _____
OR			
PER DIEM: Days @ \$80	\$ (C)	\$	\$
ACTUAL COST TOTAL (Attach receipt for each meal. Do not mix per diem & actual)			\$ _____
CONFERENCE FEES: Employee	\$ 400 (D) \$	\$ _____ \$	\$ _____ \$
TOTALS	\$ 1,006.81	\$ 97	\$
Less Prepaid			\$
Less Advances			\$
Amount Due City			\$

I request approval of travel and hold myself accountable for prepaid and advances. I have read and agree to abide by the rules and regulations printed on the reverse side of this form. **Signature:** _____ **Date:** _____

APPROVALS: FUND 001 **DEPT** 2021 **ACCOUNT** 5004000

Department Head:  **City Manager:** _____ **Finance Director:** _____

PREPAID INFORMATION: SEND PREPAID CHECKS TO THE FOLLOWING:

(A) _____ **DATE REQUIRED:** _____
 (B) _____ **DATE REQUIRED:** _____
 (C) _____ **DATE REQUIRED:** _____

DATE ADVANCE REQUIRED BY EMPLOYEE: 06/23/2021

City of Green Cove Springs

Travel and Funds Advance Request

Item #5.

RULES AND REGULATIONS CONCERNING TRAVEL AND TRAVEL ADVANCES

- ❖ All travel must be an official nature, and all seminars, courses, meetings, etc. must be directly related to the performance of the traveler's assigned duties.
- ❖ All travel must be approved in writing, using this form, prior to any travel being performed. Failure to obtain prior approval could result in the traveler not being reimbursed for travel expenses.
- ❖ All travel requests must be submitted and approved as far in advance of commencement of travel as possible to ensure that the request for prepaid expenses and advancement of funds can be processed in a timely and orderly manner.
- ❖ **Final report of travel, showing actual expenses incurred and with receipts for expenditures attached, must be submitted within 10 days after the completion of travel. If funds are due to the City, a check must be attached to the final report.**
- ❖ Failure to submit a final report in a timely manner could result in a deduction from the employee's pay for any advanced funds in excess of the actual expenses or up to the full amount of advanced funds.
- ❖ If prepaid expense checks are required to be mailed to a vendor, the name, address, and disbursement date of the check **MUST** be completed on the front of the form. A copy of all documents that must be sent with the check must be completed be sent with the check must be completed by the traveler and attached to this request. A copy of the announcement giving a description of the class, seminar, etc., must be attached.
- ❖ All travel must be by a usually traveled route. Reimbursement may be made by common carrier and shall be sustained by receipts therefore. The use of a privately-owned vehicle for official travel in lieu of public owned or common carrier may be authorized under certain circumstances by the City Manager, and when authorized, reimbursement will be on a mileage basis not to exceed mileage as defined by applicable State of Florida rate. Reimbursement for expenditures related to the operation, maintenance and ownership of a vehicle shall not be allowed when a privately-owned vehicle is used on public business. Mileage shall be calculated as though travel began and terminated at CityHall.
- ❖ While on official business for the City, public officers and employees may be allowed for subsistence and lodging when traveling to a convention, conference or other authorized City business which may serve a direct public purpose of the City by the person attending such meeting, eighty dollars (\$80) per diem per day to cover lodging & meals. Alternately, the employee may be reimbursed for actual expenses for meals up to the following:

Breakfast \$6.00

Lunch: \$11.00

Dinner: \$19.00

Plus actual expenses for lodging at a single occupancy rate to be substantiated by paid bills therefore. When on authorized business not requiring an overnight stay, a City officer or employee shall not be reimbursed on a per diem basis, but shall receive subsistence based upon expenses of meals not to exceed the rates listed above. Allowance shall be made for meals when on official business in the City or immediate vicinity when approved by the City Manager, and reimbursement shall be made for actual expenses as substantiated by paid bills. If the cost of a meal for a guest is included in the claim, the following information is required: name of the guest, city business discussed, why expense was beneficial to the City.

- ❖ Incidental expenses such as taxi fare, parking fees, auto storage, communication expense and convention registration fees are also reimbursable. Receipts for all incidental expenses must be furnished to the City Finance Director on all authorized travel.
- ❖ Advancements may be made for approved travel and per diem on the basis of anticipated expenses provided that proper accounting for such expenses is made following completion of approved travel.

2636 Mitcham Drive Tallahassee, FL 32308
(850) 219-3631
2636 Mitcham Drive Tallahassee, FL 32308
(850) 219-3631

Connect with FPCA



Item #5.



Search

Connect with FPCA



Search

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Hotel Information

Seminole Hard Rock Hotel
Hollywood, FL

FPCA Summer Conference 2021 Room Rate – \$179

Rate is only guaranteed until Thursday, June 3, 2021

To make reservations by phone, call 954-377-5219 and provide the Group Code GFPCA21 to ensure you receive the special rate.

Check in: 3:00 pm Check out: 11:00 am

FPCA does not engage any third party vendors to assist with rooming. You should handle your room reservations directly with the hotel. If you receive an email or call indicating such, please do not engage them. They are NOT working with the FPCA.

Quick Links

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Program

> Training &

Conferences

> Foundation

> Legislative

> Jobs

> Contact

FPCA



Florida Police

Chiefs

Association
Address: 2636

Mitcham Dr,
Tallahassee, FL

32308

Phone: (850)

219-3631



Tweets

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Florida
Police
Chiefs
Assoc
(FPCA)

5 hour
ago

Brown Deer

PD

Congratulat

ons to Lt.

George King

on his

retirement

after 32

years in law

enforcement

. Good luck

and be safe!



Facebook


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Amanda Upton

From: Hard Rock Hotel and Casino Hollywood <hotelreservations@seminolehardrock.com>
Sent: Thursday, February 11, 2021 4:29 PM
To: Amanda Upton
Subject: Your reservation is confirmed.

CAUTION: This email originated from outside of the organization. . Do not click links or open attachments unless you recognize the sender and know the content is safe.

[View in Browser](#)


SEMINOLE HARD ROCK HOTEL & CASINO
HOLLYWOOD, FL

SEMINOLE
WILD CARD

DIRECTIONS

HOTEL

GAMING



YOUR TOUR HAS BEEN BOOKED

RESERVATION CONFIRMATION

Derek Asdot,

You're all set! The details about your upcoming stay at Seminole Hard Rock Hotel & Casino Hollywood, FL are below.

Hopefully you've had a chance to check out our [website](#) to see what we have going on during your stay. If you have any special requests for your stay, please contact us prior to your arrival. Call us at [+1-954-327-7625](#). Our Customer Care team will be pleased to assist you.

See you soon,

The Team at Seminole Hard Rock Hotel & Casino Hollywood, FL



Visit [Safe + Sound](#) for more information on our health and safety programs. Prior to your stay, please contact your hotel for the latest local travel guidelines and restrictions.

RESERVATION DETAILS

Confirmation	L7VSXS1MQY
Guest Name	Derek Asdot
Arrival Date	Sunday, June 27, 2021
Departure Date	Wednesday, June 30, 2021
Number of Guests	1 Adults & 0 Children
Tower	Hard Rock Tower
Room Type	Deluxe Best Available

The above rate(s) may not reflect all possible fees, additional charges or taxes associated with this reservation. For clarification regarding these charges, please contact our Customer Care team. Room types are not guaranteed.

Check-in time is at 4pm and check-out time is 11am. If you need to make a modification to your reservation please inform us by 3pm (EST) the day before your arrival.

OUR POLICIES

DEPOSIT POLICY: Credit card guarantee for all reservations. Full pre-payment may be required for special events, holidays, packages, and non-refundable discounted



The Florida Police Chiefs Association

PO Box 14038
Tallahassee, FL 32317

Florida Police Chiefs Association

Invoice

Date	Invoice #
2/11/2021	200003673

Bill To
Derek Asdot Green Cove Springs P.D. 1001 Idlewild Ave (SR16) Green Cove Springs, FL 32043 United States

Ship To
Derek Asdot Green Cove Springs P.D. 1001 Idlewild Ave (SR16) Green Cove Springs, FL 32043 United States

PO Number	Terms	Due Date
	Due on receipt	2/11/2021

Qty	Description	Price	Totals
1	Annual Installation and Awards Banquet Ticket - Derek Asdot	\$50.00	\$50.00
1	69th Annual Summer Conference Member Registration - Derek Asdot	\$350.00	\$350.00
Sub-Total			\$400.00
Total			\$400.00
Balance Due			\$400.00

69th Annual Summer Training Conference & Exposition

Sponsored by
The Florida Police Chiefs Education & Research Foundation

Tentative Agenda – Subject to Change

Saturday June 26, 2021

8:00am	Golf Tournament Location:
2:00pm-3:30pm	Highway Safety Committee Meeting Location:
2:00pm-3:30pm	Legislative Committee Meeting Location:
3:30pm-4:30pm	Executive Board Meeting Location:

Sunday June 27, 2021

8:00am-6:00pm	Registration Desk Opens Location:
8:00am-10:30am	Board of Directors Meeting Sponsor: Rumberger, Kirk and Caldwell Location:
10:30am-11:30am	Awards Committee Meeting Location:
11:30am-1:00pm	Foundation Board Meeting and Lunch Location:
12:00pm-4:00pm	Exhibitor Setup Location:
12:30pm-1:30pm	Professional Standards Committee Meeting Location:
1:00pm-2:00pm	Alarm Management Sub-committee Location:
2:00pm-4:00pm	Public Private Partnership Committee Meeting Location:
2:00pm-3:00pm	University/Education Chiefs Committee Meeting Location:
3:00pm-4:00pm	Airport Chiefs Committee Meeting Location:
3:30pm-4:30pm	New Law Enforcement Members Reception – Invitation Only Location:
4:00pm	FPCA Staff/Exhibitor Meeting Location: Seminole Ballroom ABJGHI
5:00pm	Exhibition Opens Location: Seminole Ballroom ABJGHI
5:00pm-7:00pm	Member/Exhibitor Reception Sponsor: Seminole Tribe of Florida Location: Seminole Ballroom ABJGHI

Monday June 28, 2021		7:30am-4:30pm	Attendee Registration Desk Open Location:	7:30am-8:00am	Continental Breakfast in Exposition Hall Location: Seminole Ballroom ABJGHI	7:30am-2:30pm	Exhibition Open Location: Seminole Ballroom ABJGHI	8:00am-9:15am	Opening Ceremonies Location:	9:30am-10:30pm	Training: Speaker: Location:	10:30am-12:30pm	Training: Speaker: Location:	12:30pm-1:30pm	Tradeshow Lunch Location: Seminole Ballroom ABJGHI	1:00pm-2:00pm	Past Presidents/Nominating Committee Meeting Location:	1:30pm-2:30pm	Dessert & Refreshment Break/Member Door Prize Raffle Location: Seminole Ballroom ABJGHI	3:00pm	Exhibitors Move Out	2:30pm-4:30pm	Training: Speaker: Location:	6:00pm-9:00pm	Host: Location: To be determined	Tuesday June 29, 2021		8:00am-9:30am	Sponsor Appreciation Breakfast Sponsor: <i>Florida Police Chiefs Association</i> Location:	8:00am-4:30pm	Registration Desk Opens Location: Atrium	9:30am-11:30am	Training: Speaker: Location: British Ballroom	11:45pm-1:45pm	Awards Luncheon Police Officer of the Year Awards – <i>Sponsor: Publix</i> Rocky Pomerance Excellence in Policing Awards – <i>Sponsor: United Badges Insurance</i> Public Private Partnership Awards Location: PGA Ballroom	2:00pm-4:00pm	Training: Speaker: Location: British Ballroom	4:00pm-5:00pm	Training: Speaker:
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	Location:	
Wednesday June 30, 2021		Item #5.
8:30am-9:30am	Annual Business Meeting/Elections Banquet Ticket Distribution Location:	
9:30am-10:30am	Training: Speaker: Location:	
10:30am-12:30pm	Training: Speaker: Location:	
12:30pm-1:00pm	Annual Conference Group Photo – <i>Class A Uniforms Please</i> Location:	
5:00pm-5:45pm	President's Reception Location:	
6:00pm-9:00pm	Annual Installation & Awards Banquet President's Award Chief Executive of the Year Award Command Officer of the Year Award Wall of Honor – <i>Sponsors: Alarm Association of Florida & SIAC</i> Location:	

Suggested Attire:

Committee Meetings – Business Casual

Opening Ceremonies – Business

Training – Business Casual

Host Chiefs Night - Casual

Awards Luncheon (Tuesday) – Business

Group Photo (Wednesday) – Class A Uniform

President's Reception (Wednesday) – Black Tie for Executive Board, Black Tie Optional for others

Annual Installation & Awards Banquet – Black Tie for Executive Board, Black Tie Optional for others



STAFF REPORT

CITY OF GREEN COVE SPRINGS, FLORIDA

TO: Regular Session **MEETING DATE:** 03/02/2021
FROM: Derek Asdot, Chief of Police
SUBJECT: Council approval of Chief Asdot to attend FPCA Summer Conference in Hollywood, FL.

BACKGROUND

Council approval of Chief Asdot to attend the Florida Police Chief's Association Summer Conference in Hollywood, FL from June 27-30, 2021. Registration fee is \$400, and accommodations are \$606.81. Total amount to be approved from council is \$1,006.81. This is to be taken out of training account # 104-2021-5005410.

FISCAL IMPACT

RECOMMENDATION

Council approval of Chief Asdot to attend FPCA Summer Conference in Hollywood, FL.



STAFF REPORT

CITY OF GREEN COVE SPRINGS, FLORIDA

TO: City Council Regular Session **MEETING DATE:** March 2, 2021

FROM: Scott Schultz, Assistant Water Utilities Director

SUBJECT: City Council approval of, and authorization for the Mayor, City Attorney and City Clerk to execute, Amendment #1 in the amount of \$56,100.00 to the Design Loan Agreement for the Florida Department of Environmental Protection (FDEP), Drinking Water State Revolving Fund (SRF) Loan Application DW 100102 for \$356,800.00, for the design of capital improvements to the City's Water System. This amendment increases the total loan / grant (50%) amount to \$412,900.00.

BACKGROUND

On June 16, 2016 the City Council approved the Rate Study conducted by Staff and Mittauer & Associates.

On March 21, 2017, Council approved a Task Order with Mittauer & Associates for \$50,000.00 for development of a Water Master Plan.

On June 19, 2018, the City Council approved the Water Master Plan conducted by Staff and Mittauer. The Master Plan included a thorough review of the existing Water Capital Improvement Program (CIP) and resulted in an update to the CIP. As a result of the updated CIP, Staff requested an update to the Water portion of the Rate Study to evaluate financing options and alternatives to CIP financing.

On September 4, 2018, City Council approved a Task Authorization with Mittauer & Associates for \$12,000.00 to update the Water Rate Study.

At the March 5, 2019 City Council meeting, Staff and Mittauer presented the updated Water Rate Study which was subsequently approved by the City Council. The City Council directed staff to return with an Ordinance authorizing the borrowing of funds to complete the immediate and future CIP needs. Staff was also directed to draft an RFP to secure a loan for the "Priority 1" immediate need CIP projects.

The Priority 1, Reynolds Water System Improvements, total design and construction estimate is \$1,370,000.00

The Priority 2, Harbor Road, Bonaventure and Magnolia Point Cul-de-sac, total design and construction estimate is \$4,850,000.00.

The Priority 3, Reynolds High Service Pumps & Well 2 design and construction estimate is \$2,500,000.00.

The Priority 4, asbestos concrete (AC) pipe replacement. Design and construction estimate is \$6,620,000.00

The Priority 5, Governors Creek Water Main, design, and construction estimate is \$360,000.00

Design and permitting for Priorities 3-5 cost estimate is \$1,424,000.00

Total 2019 Water CIP Cost Estimate is \$17,124,000.00

Council approved Ordinance No. O-07-2019 on First Reading as to Form Only on 3/19/19 which authorized staff to borrow up to \$18,000,000.00 for capital improvements to the City's Water System.

Council approved Ordinance No. O-07-2019 on Second and Final Reading on 4/2/19 which authorized staff to borrow up to \$18,000,000.00 for capital improvements to the City's Water System

On 6/18/19 Council approved staff to submit and authorized the mayor to execute a Request for Inclusion (RFI) to the FDEP-SRF Program for \$356,800.00 in funding to design certain capital improvements to the City's Water System to be prepared to move into construction as the needs arise.

On 10/15/2019 Council approved of and authorized the Mayor to execute associated documents for the actual loan application. The FDEP-SRF Program has tentatively approved a 10-year loan with a principal amount of \$356,800.00 with a "loan forgiveness" of 50% which would make the actual loan amount approximately \$178,400.00 (there are some loan fees). Final principal forgiveness and loan percentage rate will be determined at completion of loan processing.

On 1/21/2020 Council approved, and the mayor executed the actual loan agreement.

Since 1/21/2020 staff and Mittauer have been working on the three tasks, understanding that the pressure / flow improvements to the higher elevations in Magnolia Point would be the more complicated task.

After several months of activity, the scope of work for this task has been finalized;

Build a new water plant at the site of the old Bonaventure Water plant

Connect the new plant with a 12" water main which will tie into the existing 12" water main on SR 16 South, which goes down Randall Road, through the wetlands, and ties into the primary water main on Colonial Drive in Magnolia Point

Remove all other connections from the 12" water main

Staff have consulted with FDEP who have agreed to add the additional scope onto the current loan / grant agreement, which will allow for 50% grant funding.

On 11/10/2020 Council authorized the City Manager to execute amendment #1 which would add \$56,100.00 to the grant (50%) / loan. This is for execution of the Amendment #1 Contract.

FISCAL IMPACT

\$56,100.00 from the Water Department capital improvement budget.

RECOMMENDATION

Approve of, and authorize the Mayor, City Attorney and City Clerk to execute, Amendment #1 in the amount of \$56,100.00 to the Design Loan Agreement for the Florida Department of Environmental Protection (FDEP), Drinking Water State Revolving Fund (SRF) Loan Application DW 100102 for \$356,800.00, for the design of capital improvements to the City's Water System. This amendment increases the total loan / grant (50%) amount to \$412,900.00.

**STATE REVOLVING FUND
AMENDMENT 1 TO LOAN AGREEMENT DW100102
CITY OF GREEN COVE SPRINGS**

This amendment is executed by the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (Department) and the CITY OF GREEN COVE SPRINGS, FLORIDA, (Project Sponsor) existing as a local governmental entity under the laws of the State of Florida. Collectively, the Department and the Project Sponsor shall be referred to as “Parties” or individually as “Party”.

The Department and the Project Sponsor entered into a Drinking Water State Revolving Fund Loan Agreement, Number DW100102, authorizing a Loan amount of \$356,800 excluding Capitalized Interest; and a Principal Forgiveness amount of \$178,400; and

The Project Sponsor is entitled to additional financing in the amount of \$56,100, excluding Capitalized Interest; and

Loan repayment activities need rescheduling to give the Project Sponsor additional time to complete design; and

Certain provisions of the Agreement need revision and provisions need to be added to the Agreement.

The Parties hereto agree as follows:

1. Section 1.01 of the Agreement is amended to include the following definition:

“Final Unilateral Amendment” shall mean the Loan Agreement unilaterally finalized by the Department after Loan Agreement and Project abandonment under Section 8.06 that establishes the final amortization schedule for the Loan.

2. Subsection 2.03(1) of the Agreement is deleted and replaced as follows:

(1) The financial assistance authorized pursuant to this Loan Agreement consists of the following:

Federal Resources, Including State Match, Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program Number	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
FS98452218-0	EPA	66.468	Capitalization Grants for Drinking Water State Revolving Fund	\$412,900	140129

3. Section 8.06 of the Agreement is deleted and replaced as follows:

8.06. ABANDONMENT, TERMINATION OR VOLUNTARY CANCELLATION.

Failure of the Project Sponsor to actively prosecute or avail itself of this Loan (including e.g. described in para 1 and 2 below) shall constitute its abrogation and abandonment of the rights hereunder, and the Department may then, upon written notification to the Project Sponsor, suspend or terminate this Agreement.

(1) Failure of the Project Sponsor to draw Loan proceeds within eighteen months after the effective date of this Agreement, or by the date set in Section 10.07 to establish the Loan Debt Service Account, whichever date occurs first.

(2) Failure of the Project Sponsor, after the initial Loan draw, to draw any funds under the Loan Agreement for twenty-four months, without approved justification or demonstrable progress on the Project.

Upon a determination of abandonment by the Department, the Loan will be suspended, and the Department will implement administrative close out procedures (in lieu of those in Section 4.02) and provide written notification of Final Unilateral Amendment to the Project Sponsor.

In the event that following the execution of this Agreement, the Project Sponsor decides not to proceed with this Loan, this Agreement can be cancelled by the Project Sponsor, without penalty, if no funds have been disbursed.

4. Additional financing in the amount of \$56,100, excluding Capitalized Interest, is hereby awarded to the Project Sponsor.

5. An interest rate of 1.71 percent per annum is established for the additional financing amount awarded in this amendment.

6. The estimated principal amount of the Loan is hereby revised to \$237,100, which consists of \$234,500 authorized for disbursement to the Project Sponsor and \$2,600 of Capitalized Interest. This total consists of the following:

(a) Original Agreement in the amount of \$180,800, including \$178,400 authorized for disbursement to the Project Sponsor and \$2,400 of Capitalized Interest, at an interest rate of 1.71 percent per annum; and

(b) Amendment 1 in the amount of \$56,300, including \$56,100 authorized for disbursement to the Project Sponsor and \$200 of Capitalized Interest, at an interest rate of 1.71 percent per annum.

7. An additional Loan Service Fee in the amount of \$1,122, for a total of \$4,690, is hereby estimated. The fee represents two percent of the Loan amount excluding Capitalized Interest; that is, two percent of \$234,500.

8. The Semiannual Loan Payment amount is hereby revised and shall be in the amount of \$13,204. Such payments shall be received by the Department on February 15, 2022 and semiannually thereafter on August 15 and February 15 of each year until all amounts due hereunder have been fully paid. Until this Agreement is further amended, each Semiannual Loan Payment will be proportionally applied, after deduction of the Loan Service Fee is complete, toward repayment of the amounts owed on each incremental Loan amount at the date such payment is due.

The Semiannual Loan Payment amount is based on the total amount owed of \$241,790, which consists of the Loan principal plus the estimated Loan Service Fee.

9. The Project Sponsor and the Department acknowledge that the actual cost of the Project has not been determined. Project cost adjustments may be made as a result of mutually agreed upon Project changes. Capitalized Interest will be recalculated based on actual dates and amounts of Loan disbursements. If the Project Sponsor receives other governmental financial assistance for this Project, the costs funded by such other governmental assistance will not be financed by this Loan. The Department shall establish the final Project costs after its final inspection of the Project records. Changes in Project costs may also occur as a result of an audit.

The estimated Project costs are revised as follows:

CATEGORY	PROJECT COSTS (\$)
Design costs	412,900
Less Principal Forgiveness	(178,400)
SUBTOTAL (Loan Amount)	234,500
Capitalized Interest	2,600
TOTAL (Loan Principal Amount)	237,100

10. The items scheduled under Section 10.07 of the Agreement are rescheduled as follows:

(2) Completion of Project Design Activities is scheduled for August 15, 2021.

(3) Establish the Loan Debt Service Account and begin Monthly Loan Deposits no later than August 15, 2021.

(4) The first Semiannual Loan Payment in the amount of \$13,204 shall be due February 15, 2022.

11. Section 10.08 is added the Agreement as follows:

10.08. SPECIAL CONDITION.

Prior to the Department's execution of this amendment, the Project Sponsor shall submit an updated Legal Opinion addressing the availability of Pledged Revenues, the right to increase rates, and subordination of the pledge.

12. All other terms and provisions of the Loan Agreement shall remain in effect.

This Amendment 1 to Loan Agreement DW100102 may be executed in two or more counterparts, any of which shall be regarded as an original and all of which constitute but one and the same instrument.

IN WITNESS WHEREOF, the Department has caused this amendment to the Loan Agreement to be executed on its behalf by the Secretary or Designee and the Project Sponsor has caused this amendment to be executed on its behalf by its Authorized Representative and by its affixed seal. The effective date of this amendment shall be as set forth below by the Department.

for
CITY OF GREEN COVE SPRINGS

Mayor

Attest:

Approved as to form and legal sufficiency:

City Clerk

City Attorney

SEAL

for
STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

Secretary or Designee

Date



STAFF REPORT

CITY OF GREEN COVE SPRINGS, FLORIDA

TO: Regular Council Meeting **MEETING DATE:** March 2, 2021
FROM: Kimberly Thomas, Executive Assistant to the City Manager
SUBJECT: City Council approval of Scrivener's Error to the April 16, 2019 Minutes

BACKGROUND

In researching the Council decision for Food Truck Friday logistics for 2019 events, staff found errors to the above minutes.

FISCAL IMPACT

RECOMMENDATION

City Council approval of Scrivener's Error to the April 16, 2019 Minutes

**MINUTES OF THE APRIL 16, 2019 REGULAR SESSION
GREEN COVE SPRINGS CITY COUNCIL**

Call to Order

The regular session of the Green Cove Springs City Council was called to order Tuesday, April 16, 2019, at 7:00 p.m. in the City Council Chambers, 321 Walnut Street, Green Cove Springs, Florida.

Invocation and Pledge of Allegiance to the Flag

The invocation was given by Rev. Pernell, followed by the Pledge of Allegiance to the Flag of the United States of America.

Roll Call

COUNCIL MEMBERS PRESENT:

Pamela J. Lewis
B. Van Royal
Roy M. Timberlake, Jr.
Steven Kelley, Vice Mayor
Constance W. Butler, Mayor

STAFF MEMBERS PRESENT:

L. J. Arnold, III, City Attorney
Steve Kennedy, City Manager
Kimberly Thomas, Interim City Clerk

**Mayor to call on members of the audience wishing to address
the Council on matters not on the Agenda.**

Council recognized Ed Gaw 1 Elmore Street, Green Cove Springs, however he requested to wait until Public Hearing for O-08-2019 was addressed.

Council recognized book titled "Cracker Gothic" written by local author Wanda Duncan.

AWARDS & RECOGNITION

Proclamation - National Public Safety Telecommunicators Week

A MOTION WAS MADE BY COUNCIL MEMBER TIMBERLAKE TO APPROVE THE NATIONAL PUBLIC SAFETY TELECOMMUNICATIONS WEEK PROCLAMATION. THE MOTION WAS SECONDED BY COUNCIL MEMBER LEWIS. THERE BEING NO FURTHER DISCUSSION, THE MOTION WAS APPROVED BY THE FOLLOWING ROLL CALL VOTE: AYES – COUNCIL MEMBERS PAMELA J. LEWIS, B. VAN ROYAL, ROY M. TIMBERLAKE, JR., STEVEN R. KELLEY, AND CONSTANCE W. BUTLER, MAYOR. NAYS – NONE.

Council recognized new employees: Amanda Upton, Senior Police Secretary and Victoria McDaniel, Communications Officer

Council recognized the Employee of the 2nd Quarter: Sharon Vincent, Communications Officer

Council recognized the Retirement for Anna Marie Scott Green Cove Springs Police Department

Swearing in of New Officers: Bradford Camp, David Carpenter, Michael Crider, Ronnie Gann, David Hernandez, Christopher Ruoss, Tanasia Lovett-James, Erin Vineyard

PUBLIC HEARINGS

1. Second and Final Reading of City Ordinance No. O-06-2019, an Ordinance amending Chapter 74 and creating Chapter 82 of the City Code or Ordinances pertaining to small wireless facilities in public rights-of-way. The Ordinance was read into the record by City Attorney Arnold.

Mr. Arnold reviewed verbiage the Council requested to be added to the proposed Ordinance.

Mayor Butler opened the Public Hearing. There being no further discussion the Public Hearing was closed.

A MOTION WAS MADE BY COUNCIL MEMBER TIMBERLAKE TO APPROVE THE SECOND AND FINAL READING OF ORDINANCE NO. O-06-2019. THE MOTION WAS SECONDED BY VICE MAYOR KELLEY. THERE BEING NO FURTHER DISCUSSION, THE MOTION WAS APPROVED BY THE FOLLOWING ROLL CALL VOTE: AYES – COUNCIL MEMBERS PAMELA J. LEWIS, B. VAN ROYAL, ROY M. TIMBERLAKE, JR., STEVEN R. KELLEY, AND CONSTANCE W. BUTLER, MAYOR. NAYS – NONE.

Council Member Timberlake took a moment to thank Mr. Arnold and staff for changes made to Ordinance.

2. Second and Final Reading of City Ordinance No. O-08-2019, an Ordinance amending City Code Section 62-138(2) which allows the possession, consumption or serving of beer and wine at City sponsored events in Spring Park under limited conditions. The Ordinance was read into the record by City Attorney Arnold.

Mayor Butler opened the Public Hearing. There being no further discussion the Public Hearing was closed.

Mr. Gaw gave an update of how the first two Food Truck Friday dates of 2019 had exceeded expectations. Moving food trucks to Spring Street and adding officers had been Mr. Gaw stated that moving the food trucks to Springs Street and adding officers was a

great addition to the Event's success. Lt. Guzman confirmed how smooth and without incident the events had been. He did however mention a concern with citizens being unsure of the drinking zone on Walnut Street due to the placement of the signage.

A MOTION WAS MADE BY COUNCIL MEMBER TIMBERLAKE TO APPROVE THE SECOND AND FINAL READING OF ORDINANCE NO. O-08-2019. THE MOTION WAS SECONDED BY COUNCIL MEMBER LEWIS. THERE BEING NO FURTHER DISCUSSION, THE MOTION WAS APPROVED BY THE FOLLOWING ROLL CALL VOTE: AYES – COUNCIL MEMBERS PAMELA J. LEWIS, B. VAN ROYAL, ROY M. TIMBERLAKE, JR., STEVEN R. KELLEY, AND CONSTANCE W. BUTLER, MAYOR. NAYS – NONE.

CONSENT AGENDA

1. City Council approval on minutes for Council Regular Session March 19, 2019.
2. City Council approval of street closures and waiver of rental fees for the 2019 Law Enforcement Memorial Ceremony on May 8, 2019 in Spring Park.
3. City Council approval of Memorandums of Understanding with Jim Craft and Kevin Craft for the 2019 Memorial Day RiverFest Celebration
4. City Council approval of Training Request for Lt. Guzman, Lt. Hines, Det. Patterson to attend Internal Affairs Investigation Training April 22, 2019 April 26, 2019.
5. City Council approval of utilization of the Police Department's Forfeiture Fund in support of the countywide distribution of the annual Safe & DrugFree Schools Calendar project sponsored by Clay Action Coalition Incorporated in the amount of \$300.00.
6. A Resolution in Support of the City's Application for Department of Transportation's Local Area Project (LAP) Certification and Funding for a sidewalk project along MLK JR., Boulevard from Palmetto Avenue to the Vera Francis Hall
7. City Council approval to use Synagro for wastewater residuals (sludge) dewatering under a piggyback contract with Pasco County in an amount not to exceed \$30,000 for the second half of Fiscal Year (FY) 2019.
8. City Council approval of, and authorization for the Mayor to execute, Amendment #1 to the FDEP SRF Loan # 100401 for the Design, Permitting and Sanitary Sewer Evaluation Survey (SSES) portion of the improvements to the City's wastewater & reclaimed water Capital Improvement Program, lowering the total overall project cost / loan by \$145,651.00
9. Temporary Agreement for Building Plan Review Services with CodesABC, Inc
10. City Council Approval of the Job Description and Pay Grade Placement for a Police Records Technician.
11. City Council approval of a purchase order in the amount of \$76,810.00 to Hooper Corporation to install underground wire and switchgear and remove old overhead infrastructure on Pilot Drive to relocate utilities as required for construction of the First Coast Expressway.

A MOTION WAS MADE BY COUNCIL MEMBER TIMBERLAKE TO APPROVE THE CONSENT AGENDA. THE MOTION WAS SECONDED BY COUNCIL

MEMBER LEWIS. THERE BEING NO FURTHER DISCUSSION, THE MOTION WAS APPROVED BY THE FOLLOWING ROLL CALL VOTE: AYES – COUNCIL MEMBERS PAMELA J. LEWIS, B. VAN ROYAL, ROY M. TIMBERLAKE, JR., STEVEN R. KELLEY, AND CONSTANCE W. BUTLER, MAYOR. NAYS – NONE.

COUNCIL BUSINESS

1. FMPA Presentation

Mr. Page introduced Jacob Williams, General Manager and CEO with FUMP who presented a draft and gave an overview of the CROD Agreement. Discussion followed.

2. City Manager and City Attorney Reports and/or Correspondence.

The City Manager and City Attorney made comments regarding various city activities, events, operations, and projects.

Mr. Kennedy introduced Kimberly Morgan, Clay County Tourism who gave an overview of what Tourism does for Clay County. She explains how tourism works and discussion followed.

a. Executive Summary Reports March 2019

3. City Council Reports and/or Correspondence.

The City Council made comments regarding various city activities, events, operations, and projects.

Adjournment.

There being no further business to come before the City Council, the meeting was adjourned at 9:30 p.m.

CITY OF GREEN COVE SPRINGS, FLORIDA

Constance W. Butler, Mayor

Attest:

Kimberly Thomas, Interim City Clerk



STAFF REPORT

CITY OF GREEN COVE SPRINGS, FLORIDA

TO: City Council Regular Session **MEETING DATE:** February 2, 2021
FROM: Scott Schultz, Assistant Water Utilities Director
SUBJECT: City Council approval of funding in the amount of \$24,270.30 to Jax Utilities Management for sewer connections to four parcels, piggybacking on City of Jacksonville Contract # 8258-19

BACKGROUND

The water department routinely provides sewer service to vacant parcels in our service territory by excavating down to existing sewer lines and constructing a tie-in. Sometimes the depth of the sewer lines exceeds the capabilities of our existing equipment, requires wellpointing or trench boxes, or some combination thereof. In these instances we solicit pricing from contractors which specialize in these deep lines and have the proper construction and safety equipment.

Over the last three years Jax Utilities Management (JUM) has been one of the only contractors to timely provide estimates and in all instances have been the lowest cost. JUM has a service contract with the City of Jacksonville for these types of repairs primarily for stormwater, but the process is identical for sewer. Staff requests authorization to piggyback on this contract to timely provide sewer service to the lots described in the attached quote.

FISCAL IMPACT

\$24,270.30 (includes 10% discount for completing all four) from the Wastewater Department Line Extensions budget. These costs are reimbursed by the parcel owners.

RECOMMENDATION

Approve funding in the amount of \$24,270.30 to Jax Utilities Management for sewer connections to four parcels, piggybacking on City of Jacksonville Contract # 8258-19



Jax Utilities Management, Inc.
8812 Alton Avenue
Jacksonville, Florida 32211

904-855-0111 FAX 904-855-0117
jaxutilities@bellsouth.net

Item #8.

Estimate

<u>Date</u>	<u>Estimate #</u>
2/17/2021	04-1157A

Name / Address

City of Green Cove Springs
321 Walnut Street
Green Cove Springs, FL 32043

Ship To

<u>Description</u>	<u>Qty</u>	<u>Cost</u>	<u>Total</u>
1104-1108 Center Street 9' Deep - 8" PVC x 6" Sewer Service - Asphalt, Seed and Mulch Included	1	10,380.00	10,380.00
405 Melrose 7.5' Deep - 8" PVC x 6" Sewer Service - Curb, Asphalt, Seed and Mulch Included * JUM will contact Daryl to tap water line while on the job	1	8,658.00	8,658.00
St. Johns Forest 7.5' Deep - 8" PVC x 10" Sewer Service - Sidewalk, Seed and Mulch Included *10% Discount if all three services are performed at once	1	7,929.00	7,929.00
Charles Freshwater ... Office:855-0111 Cell:813-3534		Total	\$26,967.00

**FOURTH AMENDMENT TO CONTRACT
(PAID BY SUBSEQUENT PURCHASE ORDERS)
BETWEEN
THE CITY OF JACKSONVILLE
AND
JAX UTILITIES MANAGEMENT, INC.
FOR
STORM SEWER CAVE-IN REPAIR**

THIS FOURTH AMENDMENT to Contract for storm sewer cave-in repair (the "Project") is executed as of this 17 day of Aug., 2020, by and between the CITY OF JACKSONVILLE, FLORIDA, a municipal corporation in Duval County, Florida, (hereinafter sometimes the "Owner" or the "City", and JAX UTILITIES MANAGEMENT, INC., a Florida profit corporation with principal address at 5465 Verna Boulevard, Jacksonville, Florida 32205 (hereinafter the "Contractor").

WHEREAS, effective as of October 1, 2016, City and Contractor made and entered into City of Jacksonville Contract No. 8258-19 (the "Contract") for the Project; and

WHEREAS, said Contract has been amended three times previously; and

WHEREAS, said Contract should be amended further by providing additional funding in the amount of \$2,000,000.00 for the period October 1, 2020, through September 30, 2022, so as to increase the maximum indebtedness by \$2,000,000.00 to a new total maximum indebtedness not to exceed \$9,500,000.00, and by exercising the second and final two (2) year renewal option so as to extend the period of service by two years through September 30, 2022, with no renewal options remaining on terms and conditions mutually acceptable to the parties, with all other provisions, terms, and conditions of said Contract remaining unchanged; now therefore

IN CONSIDERATION of the premises and mutual covenants and agreements contained herein and for other good and valuable consideration acknowledged by the parties to be sufficient, the parties agree as follows:

1. The above-stated recitals are accurate, true, and correct and are incorporated herein and made a part hereof by this reference.

2. Section 3 of said Contract is amended by providing additional funding in the amount of \$2,000,000.00 for the period October 1, 2020, through September 30, 2022, so as to increase the maximum indebtedness by \$2,000,000.00 to a new total maximum indebtedness not to exceed \$9,500,000.00 and as amended shall read as follows:

“3. Contractor will, at its own cost and expense, do the work required to be done on said Project and, if asked by the City, furnish the materials required to be furnished on said Project in accordance with plans and specifications prepared by the Right of Way and Stormwater Maintenance Division of the Department of Public Works entitled *Specifications for Storm Sewer Cave-In Repair*, City of Jacksonville Bid Number CS-0143-16, Bid Date August 3, 2016, and strictly in accordance with the advertisement calling for bids, plans, specifications, blueprints, addenda, requirements of the City of Jacksonville, proposal of said Contractor, and award therefor (hereinafter collectively the “Contract Documents,” now on file in the Office of the Chief of the Procurement Division of the City of Jacksonville, all of which are hereby specifically made a part hereof and incorporated herein by this reference to the same extent as if fully set out herein, for a total amount not-to-exceed NINE MILLION FIVE HUNDRED THOUSAND AND 00/100 DOLLARS (\$9,500,000.00) for the Project, at and for the prices and on the terms contained in the Contract Documents; *provided however*, the above-stated amount will not be encumbered by this Contract. Instead, it will be encumbered in whole or in part by subsequently issued purchase orders. Such purchase orders shall be binding upon the parties hereto and must incorporate the provisions of this Contract. All funds control checking shall be made and performed at the time such purchase

orders are issued.”

3. Section 4 of said Contract is amended by exercising the second and final two (2)-year renewal options so as to extend the period of service by two years through September 30, 2022, with no renewal options remaining on terms and conditions mutually acceptable to the parties, and as amended shall read as follows:


“4. The period of service of this Contract will commence on October 1, 2016, and continue in full force and effect until September 30, 2022, unless earlier terminated as provided in the Contract Documents.”


SAVE AND EXCEPT as expressly amended in and by this instrument, the provisions, terms, and conditions of said Contract, as previously amended, shall remain unchanged and shall continue in full force and effect.

[Remainder of page left blank intentionally. Signature page follows immediately.]

IN WITNESS WHEREOF, the parties hereto have duly executed this Fourth Amendment
in duplicate the day and year first above written.

ATTEST:**CITY OF JACKSONVILLE, FLORIDA**


By 
James R. McCain, Jr.
Corporation Secretary




By 
Lenny Curry, Mayor

OWNER Brian Hughes
Chief Administrative Officer
For: Mayor Lenny Curry
Under Authority of:
Executive Order No: 2019-02

WITNESS:**JAX UTILITIES MANAGEMENT, INC.**


Signature
William Brannen
Type/Print Name
Secretary
Title


Signature
Charles D. Freshwater
Type/Print Name
Vice President
Title

CONTRACTOR

**Encumbrance, funding information, and approval as to form for internal City
use are contained on the following page.**

Encumbrance and funding information for internal City use:**POA-7A00451****Amount.....\$2,000,000.00****TOTAL.....\$9,500,000.00**

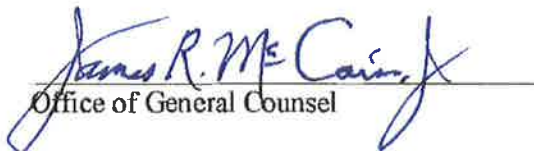
The above-stated amount is the maximum fixed monetary amount of the foregoing contract. It shall not be encumbered by the foregoing contract. It shall be encumbered by one or more subsequently issued Purchase Orders that must reference the foregoing Contract. All financial examinations and funds control checking will be made at the time such Purchase Orders are issued.

In accordance with Section 24.103(e), *Ordinance Code*, I do hereby certify that there is an unexpended, unencumbered, and unimpounded balance in the appropriation sufficient to cover the foregoing agreement; *provided however*, this certification is not nor shall it be interpreted as an encumbrance of funding under this Contract. Actual encumbrances shall be made by subsequently issued purchase orders, as specified in said Contract.



Director of Finance
City Contract #8258-19, 4th Amendment

Approved as to form:



Office of General Counsel

GC-#1378615-v1-Jax Utilities 8258-19 Amd#4 Sewer Cavein.doc

Storm Sewer Cave-In Repair

Item #8.

BID LINE ITEMS

BID #: CP-0143-16

ITEM NO.		DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	EXTENDED PRICE
STANDARD REPAIR "SR" (items No.1 to No.62)						
1	SR	Mobilization 6"-12"	EA	10	2089.84	20,898.40
2	SR	Mobilization 15"-18"	EA	35	2290.33	80,161.55
3	SR	Mobilization 21"-30"	EA	25	2490.33	62,270.50
4	SR	Mobilization 36"-48"	EA	15	2691.32	40,369.80
5	SR	Mobilization 54"-72"	EA	5	3025.47	15,127.35
6	SR	Mobilization Box Culvert	EA	2	2490.82	4,981.64
7	SR	Mobilization Structure	EA	10	2290.33	22,903.30
8	SR	Site Preparation 0' to 5' Depth	SF	10000	18.10	181,000.00
9	SR	Site Preparation > 5' to 10' Depth	SF	10000	13.92	139,200.00
10	SR	Site Preparation > 10' to 15' Depth	SF	5000	10.44	52,200.00
11	SR	Site Preparation > 15' to 18' Depth	SF	500	9.75	4,875.00
12	SR	Collar Type 1 Repair 6"- 12"	EA	2	864.46	1,729.32
13	SR	Collar Type 1 Repair 15"- 18"	EA	10	1001.43	10,014.30
14	SR	Collar Type 1 Repair 21"- 30"	EA	8	1095.52	8,764.96
15	SR	Collar Type 1 Repair 36"- 42"	EA	5	1103.81	5,519.05
16	SR	Collar Type 1 Repair 48"- 54"	EA	5	1261.06	6,305.30
17	SR	Collar Type 1 Repair 60"- 72"	EA	2	1339.68	2,679.36
18	SR	Collar Type 2 or 3 Repair 6"- 12"	EA	1	1143.12	1,143.12
19	SR	Collar Type 2 or 3 Repair 15"- 18"	EA	1	1279.89	1,279.89
20	SR	Collar Type 2 or 3 Repair 21"- 30"	EA	1	1439.60	1,439.60
21	SR	Collar Type 2 or 3 Repair 36"- 42"	EA	1	1485.46	1,485.46
22	SR	Collar Type 2 or 3 Repair 48"- 54"	EA	1	1623.05	1,623.05
23	SR	Collar Type 2 or 3 Repair 60"- 72"	EA	1	1724.61	1,724.61
24	SR	Collar Type 4 Repair 6"- 12"	EA	5	897.42	4,487.10
25	SR	Collar Type 4 Repair 15"- 18"	EA	10	1020.27	10,202.70
26	SR	Collar Type 4 Repair 21"- 30"	EA	8	1110.36	8,882.88
27	SR	Collar Type 4 Repair 36"- 42"	EA	5	1175.82	5,879.40
28	SR	Collar Type 4 Repair 48"- 54"	EA	5	1319.21	6,596.05
29	SR	Collar Type 4 Repair 60"- 72"	EA	1	1380.43	1,380.43
30	SR	Area Rigid Pipe, Box Culvert or Struct. Repair	SF	10	65.52	655.20
31	SR	Area Flexible Pipe Repair	SF	10	65.52	655.20
32	SR	Remove & Replace Rigid Pipe 6"	LF	20	17.20	344.00
33	SR	Remove & Replace Rigid Pipe 8"	LF	20	19.46	393.20
34	SR	Remove & Replace Rigid Pipe 10"	LF	20	25.39	507.80
35	SR	Remove & Replace Rigid Pipe 12"	LF	20	29.48	589.60
36	SR	Remove & Replace Rigid Pipe 15"	LF	100	33.58	3,358.00
37	SR	Remove & Replace Rigid Pipe 18"	LF	100	35.63	3,563.00
38	SR	Remove & Replace Rigid Pipe 24"	LF	50	37.67	1,883.50
39	SR	Remove & Replace Rigid Pipe 30"	LF	50	48.32	2,416.00
40	SR	Remove & Replace Rigid Pipe 36"	LF	50	58.15	2,907.50
41	SR	Remove & Replace Rigid Pipe 42"	LF	25	66.34	1,658.50
42	SR	Remove & Replace Rigid Pipe 48"	LF	25	76.99	1,924.75
43	SR	Remove & Replace Rigid Pipe 54"	LF	10	118.76	1,187.60
44	SR	Remove & Replace Rigid Pipe 60"	LF	10	135.14	1,351.40
45	SR	Remove & Replace Rigid Pipe 66"	LF	10	138.41	1,384.10
46	SR	Remove & Replace Rigid Pipe 72"	LF	10	140.05	1,400.50
47	SR	Remove & Replace Flexible Pipe 6"	LF	100	13.92	1,392.00
48	SR	Remove & Replace Flexible Pipe 8"	LF	20	16.38	327.60
49	SR	Remove & Replace Flexible Pipe 10"	LF	20	17.20	344.00
50	SR	Remove & Replace Flexible Pipe 12"	LF	20	21.29	425.80

Storm Sewer Cave-In Repair

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51	SR	Remove & Replace Flexible Pipe 15"	LF	100	27.85	2,785.00
52	SR	Remove & Replace Flexible Pipe 18"	LF	100	31.12	3,112.00
53	SR	Remove & Replace Flexible Pipe 24"	LF	50	35.22	1,761.00
54	SR	Remove & Replace Flexible Pipe 30"	LF	50	44.23	2,211.50
55	SR	Remove & Replace Flexible Pipe 36"	LF	50	51.60	2,580.00
56	SR	Remove & Replace Flexible Pipe 42"	LF	25	63.83	1,597.00
57	SR	Remove & Replace Flexible Pipe 48"	LF	25	71.25	1,781.25
58	SR	Remove & Replace Flexible Pipe 54"	LF	10	104.01	1,040.10
59	SR	Remove & Replace Flexible Pipe 60"	LF	10	113.84	1,138.40
60	SR	Remove & Replace Flexible Pipe 66"	LF	10	114.64	1,146.60
61	SR	Remove & Replace Flexible Pipe 72"	LF	10	118.74	1,187.40
62	SR	Cementitious Water-Stop/Waterproofing	SF	100	13.10	1,310.00
CHEMICAL GROUT REPAIR "CG" (Items No.63 to No.81)						
63	CG	Mobilization 6"-12"	EA	2	1330.04	2,660.12
64	CG	Mobilization 15"-18"	EA	2	2115.48	4,230.96
65	CG	Mobilization 21"-30"	EA	25	2220.88	55,522.00
66	CG	Mobilization 36"-48"	EA	35	1832.44	64,142.40
67	CG	Mobilization 54"-72"	EA	25	2545.92	63,648.00
68	CG	Mobilization Box Culvert	EA	5	2433.41	12,165.25
69	CG	Mobilization Structure	EA	10	2237.20	22,372.00
70	CG	Site Preparation 0' to 5' Depth	SF	5000	19.72	98,600.00
71	CG	Site Preparation > 5' to 10' Depth	SF	15000	14.94	224,400.00
72	CG	Site Preparation > 10' to 15' Depth	SF	5000	10.88	54,400.00
73	CG	Site Preparation > 15' to 18' Depth	SF	500	8.84	4,420.00
74	CG	Collar Type 5 Repair 6"-12"	EA	2	495.33	990.66
75	CG	Collar Type 5 Repair 15"-18"	EA	2	918.00	1,836.00
76	CG	Collar Type 5 Repair 21"-30"	EA	20	1802.00	36,040.00
77	CG	Collar Type 5 Repair 36"-42"	EA	30	1989.68	59,690.40
78	CG	Collar Type 5 Repair 48"-54"	EA	30	2210.00	66,300.00
79	CG	Collar Type 5 Repair 60"-72"	EA	20	2666.28	53,325.60
80	CG	Unspecified LF Repair	LF	200	81.60	16,320.00
81	CG	Unspecified Gallon Repair	GAL	200	127.84	25,568.00
ANCILLARY ITEMS "AI" (Items No.82 to No.159)						
82	AI	Maintenance of Traffic (Two Lane, 2-way traffic)	EA	40	100.00	4,000.00
83	AI	Maintenance of Traffic (Multi Lane, 1-way traffic)	EA	30	200.00	6,000.00
84	AI	Maintenance of Traffic (Multi Lane, 2-way traffic)	EA	20	300.00	6,000.00
85	AI	Maintenance of Traffic (Closure)	EA	25	500.00	12,500.00
86	AI	Message Board	DAY	100	49.14	4,914.00
87	AI	Mobilization (Roadway and Right of Way)	EA	2	1572.48	3,144.96
88	AI	Mobilization (Asphaltic Concrete Milling >50 sq. yds.)	EA	5	972.15	4,860.75
89	AI	Mobilization (Asphaltic Concrete Paving)	EA	5	972.15	4,860.75
90	AI	Case X Asphaltic Concrete Paving Repair	SY	8000	40.37	322,960.00
91	AI	Asphaltic Concrete	Ton	200	211.30	42,260.00
92	AI	Concrete Removal, Haul and Disposal	SY	200	13.10	2,620.00
93	AI	Asphaltic Milling (1.5" Depth)	SY	500	12.29	6,145.00
94	AI	Limerock (6" Lift)	SY	100	11.06	1,106.00
95	AI	Limerock (Additional 1" Lift)	SY	100	2.21	221.00
96	AI	Crushed Concrete (6" Lift)	SY	100	11.06	1,106.00
97	AI	Crushed Concrete (Additional 1" Lift)	SY	100	2.21	221.00
98	AI	Stabilized Subgrade (Vehicular Traffic Bearing Areas)	SY	100	8.19	819.00
99	AI	Curb & Gutter (City standard, median, drop, header & Miami)	LF	5000	18.84	94,200.00
100	AI	Concrete Sidewalk (4" depth)	SY	2000	26.21	52,420.00
101	AI	Concrete Sidewalk (5" depth)	SY	1000	31.94	31,940.00

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102	AI	Concrete Handicapped Ramp (5" depth)	SY	200	31.94	6,388.00
103	AI	Concrete Driveway (5" depth)	SY	2000	31.94	63,880.00
104	AI	Concrete Driveway (6" depth)	SY	1000	33.58	33,580.00
105	AI	Cementitious Non-Shrink Grout/Plaster	SF	500	13.10	6,550.00
106	AI	Modification Brick	CF	100	11.70	1,170.00
107	AI	Modification Sawcut (= or < 8" Depth)	LF	20	20.48	409.60
108	AI	Modification Concrete and Steel	CY	5	962.33	4,811.65
109	AI	Miscellaneous Concrete (Non-reinforced)	CY	1	237.51	237.51
110	AI	Miscellaneous Concrete (Reinforced)	CY	5	278.46	1,392.30
111	AI	New Structure (Inlet, Manhole or Endwall)	CF	1000	11.70	11,700.00
112	AI	Manhole Cover and Frame	EA	1	311.22	311.22
113	AI	Catch Basin or Curb Inlet Grate and Frame	EA	1	364.46	364.46
114	AI	Curb Iron	EA	1	118.74	118.74
115	AI	Type "E" Grates and Frames (Traffic bearing)	EA	1	475.02	475.02
116	AI	1" Steel Plate (Including openings, anchors and welds)	SF	100	6.96	696.00
117	AI	Sand-Cement Rip-Rap Endwall	Bag	250	12.29	3,072.50
118	AI	Rip-Rap (Over filter fabric)	SY	200	40.13	8,026.00
119	AI	A-3 Fill	CY	2500	11.47	28,675.00
120	AI	Stone (No. 57 or Equivalent)	CY	1500	31.12	46,680.00
121	AI	Over Excavation	CY	100	4.10	410.00
122	AI	Pipe Encasement	CY	200	8.19	1,638.00
123	AI	Connect (< 15" pipe to existing structure)	EA	1	319.41	319.41
124	AI	Connect (15" to 24" pipe to existing structure)	EA	1	348.08	348.08
125	AI	Connect (30" to 42" pipe to existing structure)	EA	1	389.03	389.03
126	AI	Connect (48" to 60" pipe to existing structure)	EA	1	532.35	532.35
127	AI	Connect (66" to 72" pipe to existing structure)	EA	1	696.15	696.15
128	AI	Connect (New structure to existing <15" pipe)	EA	1	450.45	450.45
129	AI	Connect (New structure to existing 15" to 24" pipe)	EA	1	511.88	511.88
130	AI	Connect (New structure to existing 30" to 42" pipe)	EA	1	589.48	589.48
131	AI	Connect (New structure to existing 48" to 60" pipe)	EA	1	696.15	696.15
132	AI	Connect (New structure to existing 66" to 72" pipe)	EA	1	982.80	982.80
133	AI	Seed and Mulch	SY	2000	1.47	2,940.00
134	AI	Grassing Sod	SY	15000	2.38	35,700.00
135	AI	Tree Removal (6" to 12" diameter)	EA	20	409.50	8,190.00
136	AI	Tree Removal (13" to 24" diameter)	EA	20	1,138.41	22,768.20
137	AI	Tree Removal (25" to 36" diameter)	EA	10	1,244.88	12,448.80
138	AI	Chain Link Fence (New construction, City Standard, 4' height)	LF	200	13.92	2,784.00
139	AI	Chain Link Fence (New construction, City Standard, 5' height)	LF	200	15.56	3,112.00
140	AI	Chain Link Fence (New Construction, City Standard, 6' height)	LF	100	21.29	2,129.00
141	AI	Wood Privacy Fence (New Construction, All Styles, 6' height)	LF	100	27.85	2,785.00
142	AI	Pavement Marking (Painted Stripes and Stop Bars, All Colors)	SF	100	2.46	246.00
143	AI	Pavement Marking (Thermoplastic Stripes and Stop Bars, All Colors)	SF	100	4.10	410.00
144	AI	Pavement Marking (Painted Arrows, Symbols, Etc., All Colors)	SF	50	2.87	143.50
145	AI	Pavement Marking (Thermoplastic Arrows, Symbols, Etc., All Colors)	SF	50	4.10	205.00
146	AI	Pavement Marking (Retro-Reflective Pavement Markers)	EA	10	24.57	245.70
147	AI	Inductive Loop Assembly (TYPE F- 6' X 30') (660- 2-106)	EA	1	2,316.95	2,316.95
148	AI	Underdrain	LF	50	17.20	860.00
149	AI	Underdrain Cleanout	EA	1	155.61	155.61
150	AI	Underdrain Connection	EA	5	237.51	1,187.55
151	AI	Flowable Fill	CY	60	212.13	12,727.80
152	AI	Steel Sheeting and Plates (Install and Remove)	SF	1000	1.39	1,390.00
153	AI	ByPass Pumping (> 4" Diameter)	DAY	100	237.51	23,751.00

Storm Sewer Cave-In Repair

164	AI	Mechanical Cleaning	CY	500	14.74	7,370.00
165	AI	Miscellaneous Cave-In Labor (4 man crew plus Foreman)	HR	200	184.28	36,856.00
166	AI	Miscellaneous Cave-In Materials (\$100 material cost plus 20%)	EA	25	\$120.00	\$3,000.00
167	AI	Miscellaneous Cave-In Equipment (\$100 rental cost includes operator)	EA	25	\$100.00	\$2,500.00
168	AI	Storm Sewer System Investigation	HR	100	246.18	24,618.00
169	AI	Project Site Records	EA	200	204.75	40,950.00

TOTAL BASE BID (ITEMS 1-169)

\$ 2,704,265.33

Also Enter Total Base Bid Amount on Page 3-1

NOTE: Unit prices for all progressive items shall reflect a consistent price escalation, though the amount may differ. Proposals in which the prices obviously are unbalanced will be rejected.

For Example:

Line Items 1-5, 12-17 and 70-73 are progressive. As the descriptions amount, size, complexity, etc., increase so shall the price escalate.

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PROCUREMENT DIVISION



ADDENDUM NO. FIVE (5)

BID NUMBER CP-0143-16

TITLE OF BID STORM SEWER CAVE-IN REPAIR

OPENING TIME AND DATE 2:00 p.m., August 24, 2016

THIS ADDENDUM IS ISSUED FOR THE INFORMATION OF BIDDERS ON THE ABOVE TITLED PROJECT AND WILL BE PART OF THE CONTRACT.

THE PURPOSE OF THIS ADDENDUM IS TO REPLACE PAGES IN THE SPECIFICATIONS AND MAKE CHANGES TO PROJECT SPECIFIC QUALIFICATIONS AND TO EXTEND BID OPENING DATE AND ADD ANOTHER MANDATORY PRE-CONFERENCE:

- 1- Remove the Invitation to Bid pages 1-4 and 1-5.
Replace with attached revised pages 1-4 and 1-5.
- 2- Remove Appendix G, Project Specific Qualifications, page 3-10.
Replace with attached revised page 3-10.
- 3- Modification to Section 31.6 Persons to Contact:
Written questions to Mrs. Laidler will be accepted from bidders who did not attend the first pre-bid conference and attend the second pre-bid conference on August 17, 2016 at 1:30 P.M. Questions will be accepted until August 18, 2016 @ 2 p.m.
If you attend the first mandatory pre-bid conference you are not required to attend the new one.

31.6 PERSONS TO CONTACT:

31.6.1 If there are any questions concerning the specifications, bidding or construction of this project prior to bidding and award, please email: City of Jacksonville, Marilyn Laidler, at mlaidler@coj.net. Written questions will be accepted until 2:00 P.M., July 20, 2016. Only written requests to the above addressee will be considered. No requests for additional information or clarification to any other City office, consultant, or employee will be considered. All responses will be in writing and, if warranted, will be issued as addenda. Each Bidder is required to submit the acknowledgment of each and all addenda with the Bid. The City will not be responsible for any oral exchange or any other exchange of information that occurs outside of the official process specified herein.

FINANCE AND ADMINISTRATION DEPARTMENT

214 N. Hogan Street, Suite 800 | Jacksonville, FL 32202 | Phone: 904.255.8800 | Fax: 904.255.8837 | www.coj.net

PROCUREMENT DIVISION

DATE August 9, 2016BUYER Marilyn Laidler 

RECEIPT ACKNOWLEDGED BY RETURN OF SIGNED COPY WITH BID.

Bidder's SignatureTitleCompanyDate

PROCUREMENT DIVISION



ADDENDUM NO. THREE (3)

BID NUMBER CP-0143-16

TITLE OF BID STORM SEWER CAVE-IN REPAIR

OPENING TIME AND DATE 2:00 p.m., August 3, 2016

THIS ADDENDUM IS ISSUED FOR THE INFORMATION OF BIDDERS ON THE ABOVE TITLED PROJECT AND WILL BE PART OF THE CONTRACT.

THE PURPOSE OF THIS ADDENDUM IS TO REPLACE A PAGE IN SPECIFICATION:

In the specifications there are currently two 3-8 page numbers.

Please remove Page 3-8 Appendix G and replace with attached Page 3-10 Appendix G.

DATE July 28, 2016 BUYER Marilyn Laidler 

RECEIPT ACKNOWLEDGED BY RETURN OF SIGNED COPY WITH BID.

Bidder's Signature

Title

Company

Date

Appendix G**Project Specific Qualifications**

The Bidder/Contractor and named Subcontractor shall be companies located in Duval or a surrounding county and meet the following license, experience and equipment requirements:

- The Contractor and named Subcontractor shall each currently hold and have a minimum of five (5) consecutive yrs. experience starting 2010 to present as a certified General contractor or Underground Utility and Excavation contractor in accordance with Florida Statue, Chapter 489. This Subcontractor qualification is only required if the Bidder/Contractor intends to use a Subcontractor's experience to qualify and to perform underground utility and excavation work during the life of the contract.
- The Contractor alone or Contractor and named Subcontractor in combination shall have successfully completed prior storm sewer and roadway maintenance/construction project(s) with contract amounts of at least \$20K each, totaling at least \$500K annually and totaling at least \$3.5 million during the required five (5) consecutive yrs. experience. As a combination, the Contractor shall have successfully completed a minimum of 75% of the projects dollar amount and the named Subcontractor shall have successfully completed a maximum of 25%. The contract's scope of work must have included substantial storm sewer pipe and structure repair and installation.
- The Contractor or his named Subcontractor and their named on-site supervisor, who performs Chemical Grout Repairs during the life of the Contract, shall have a minimum of three (3) years experience in performing chemical grout injection work starting 2010 to present.

Attach and Insert acceptable documented evidence that the Bidder/Contractor and named Subcontractor meet the Project Specific Qualification requirements. A list of names and contact numbers for contracts completed, contracting parties, and owners with their phone numbers, contract amounts, and a detailed description of work performed. The documentation must also include a list of equipment used to accomplish the projects, equipment owned by the Contractor and named Subcontractor and equipment available for lease by the Contractor and named Subcontractor.

Failure to provide the documented evidence with the bid submittal will automatically disqualify the bid and result in rejection.

PROCUREMENT DIVISION

Item #8.



ADDENDUM NO. TWO (2)
 BID NUMBER CP-0143-16
 TITLE OF BID STORM SEWER CAVE-IN REPAIR
 OPENING TIME AND DATE 2:00 p.m., August 3, 2016

THIS ADDENDUM IS ISSUED FOR THE INFORMATION OF BIDDERS ON THE ABOVE TITLED PROJECT AND WILL BE PART OF THE CONTRACT.

THE PURPOSE OF THIS ADDENDUM IS TO RESPOND TO BIDDER'S QUESTIONS RECEIVED VIA EMAIL DATED 07.21.16:

Question:

Please review bid items 156 & 157. The unit prices x the quantity does not equal the fixed total given. Please advise?

Answer:

Remove Page 3-1.4 from the bid specification and replaced with attached revised Page 3-1.4.

DATE July 22, 2016

BUYER Marilyn Laidler 

RECEIPT ACKNOWLEDGED BY RETURN OF SIGNED COPY WITH BID.

Bidder's Signature

Title

Company

Date

Storm Sewer Cave-In Repair

Item #8.

154	AI	Mechanical Cleaning	CY	500		
155	AI	Miscellaneous Cave-In Labor (4 man crew plus Foreman)	HR	200		
156	AI	Miscellaneous Cave-In Materials (\$100 material cost plus 20%)	EA	25	\$120.00	\$3,000.00
157	AI	Miscellaneous Cave-In Equipment (\$100 rental cost includes operator)	EA	25	\$100.00	\$2,500.00
158	AI	Storm Sewer System Investigation	HR	100		
159	AI	Project Site Records	EA	200		

TOTAL BASE BID (ITEMS 1-159)

\$ _____

Also Enter Total Base Bid Amount on Page 3-1

NOTE: Unit prices for all progressive items shall reflect a consistent price escalation, though the amount may differ. Proposals in which the prices obviously are unbalanced will be rejected.

For Example:

Line Items 1- 5, 12- 17 and 70- 73 are progressive. As the descriptions amount, size, complexity, etc., increase so shall the price escalate.

Remainder of Page Intentionally Left Blank



ADDENDUM NO. ONE (1)

BID NUMBER CP-0143-16

TITLE OF BID STORM SEWER CAVE-IN REPAIR

OPENING TIME AND DATE 2:00 p.m., August 3, 2016

THIS ADDENDUM IS ISSUED FOR THE INFORMATION OF BIDDERS ON THE ABOVE TITLED PROJECT AND WILL BE PART OF THE CONTRACT.

THE PURPOSE OF THIS ADDENDUM IS TO RESPOND TO BIDDER'S QUESTIONS RECEIVED VIA EMAIL DATED 07.20.16 AND INCLUDE A ROAD LINK STATUS REPORT:

Question:

The bid requires the contractor to be prequalified in the horizontal category by the City of Jacksonville. In order for a contractor to be a Prequalified Horizontal Contractor, he/she must submit an application that identifies extensive company information including, but not limited to, complete incorporation/officer information, company credit information, extensive construction experience/work history in the area certification is requested, disclosures of any prior claims/litigations, surety & bond information, licensing, and CPA prepared financial statements. (See attached copy of Prequalification Application)

Answer:

That is correct all vendors are required to be pre-qualified under the horizontal category on this project because it exceeds the \$500,000 threshold and that is a standard requirement on all city projects that exceeds the threshold to be pre-qualified in one of the required categories.

Question:

The specifications also require performance and experience requirements that are in addition to the horizontal prequalification criteria. What is the reasoning for the additional performance requirements?

Answer:

- Public Works/ Right of Way and Stormwater Maintenance established the Project Specific Qualifications to insure the successful bidder has the background and capacity to execute the work covered under this bid. This contract will be called on to work as many as 3 sites simultaneously with individual crews per site, while working as many as 100 sites or more during the course of the year. Our historical annual expenditure of \$1 million dollars is also expected. Based on this workload, nature of the work and our annual expenditure the project specific qualifications were established.

**Question:**

The additional performance requirements would seem to limit the amount of bidders, and restrict competition. Would the department consider removing the additional performance and experience requirements?

Answer:

- Public Works/ Right of Way and Stormwater Maintenance has considered and the additional requirements will remain.

Also attached you will find a copy of the Road Link Status Report which is a list of collectors, arterials, freeways, etc.. generated for the purposes of transportation planning and will be used to identify cave-in projects sites where payment for maintenance of traffic (MOT) is justified according to 31.33 of the bid specifications.

There will be roadways that are considered collectors that are not show on the Road Link Status Report. An example would be Ribault Scenic Dr. since it collects the local traffic and feeds it to Lem Turner Rd.

DATE July 21, 2016

BUYER Marilyn Laidler 

RECEIPT ACKNOWLEDGED BY RETURN OF SIGNED COPY WITH BID.

Bidder's Signature

Title

Company

Date

**CITY OF JACKSONVILLE
PUBLIC WORKS DEPARTMENT**

SPECIFICATIONS

FOR

STORM SEWER CAVE-IN REPAIR

**BID NO: CP-0143-16
BID DATE: August 3, 2016**

**LENNY CURRY
MAYOR**

**PREPARED BY
RIGHT OF WAY AND STORMWATER MAINTENANCE**

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		Section No	Contained In City Standards	Contained in Contract Documents
DIVISION I	BIDDING REQUIREMENTS	1-9		
	Invitation to Bid and Pre-Qualifying Procedures/Application	1		X
	Instructions to Bidders	2		X
	Bid Proposal	3		X
	Full and Fair Consideration of Ex-Offenders	4		X
	Participation Percentage Plan	5		X
	Set Aside Plan	6		
	Encouragement Plan	7		
	Procurement Protest Procedures	8		X
	Vacant	9		
DIVISION II	DOCUMENTS AND FORMS	10-19		
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	Form of Contract Agreement	11		X
	Contract Bonds	12		X
	Forms	13		X
	Executive Order #2013-05	14		X
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	Water	300-399	X	
	Sewer	400-499	X	
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DIVISION I
BIDDING REQUIREMENTS

SECTIONS 1 - 9

<u>SECTION NAME</u>	<u>SECTION NO.</u>
Invitation to Bid along with Pre- Qualifying Procedures and Application.....	1
Instructions to Bidders.....	2
Bid Proposal.....	3
Full and Fair Consideration of Ex-Offenders.....	4
Participation Percentage Plan.....	5
Set Aside Plan.....	6
Encouragement Plan.....	7
Procurement Protest Procedures.....	8
Vacant.....	9

INVITATION TO BID**BID NO. CP-0143-16**

Notice is hereby given that the City of Jacksonville, Florida, will receive sealed Bids at the Procurement Division, Ed Ball Building, Suite 105, 214 N. Hogan Street, Jacksonville, Florida 32202, until 2:00 P.M. on the 3rd day of August, 2016, for Storm Sewer Cave-in Repair.

At that time, Bids will be publicly opened, read aloud, and recorded in the meeting room, 1st Floor, Ed Ball Building, Room 110, 214 N. Hogan Street.

SCOPE OF WORK: Storm Sewer Cave-in Repair consists of the Contractor providing all labor, materials and equipment for the repair of failed storm sewer systems, as well as roadway work and incidental sidewalk, driveway, curb and gutter, and other supporting appurtenant work at designated locations within the City Limits of Jacksonville, Florida.

Pre-Qualification:

All bidders on this project must be on the approved Pre-Qualified Bidders List Yes X No _____ (See Pre-Qualifying Procedures) with the City of Jacksonville, Procurement Division, under Horizontal category prior to bid opening. Additionally, bidders are required to satisfy the Project Specific Qualifications.

Project Specific Qualifications:

The Bidder/Contractor and named Subcontractor shall be companies located in Duval or a surrounding county and meet the following license, experience and equipment requirements:

- The Contractor and named Subcontractor shall each currently hold and have a minimum of five (5) consecutive yrs. experience starting 2010 to present as a certified General contractor or Underground Utility and Excavation contractor in accordance with Florida Statute, Chapter 489. The Subcontractor qualification is only required if the Bidder/Contractor intends to use a Subcontractor's experience to qualify and to perform underground utility and excavation work during the life of the contract.
- The Contractor alone or Contractor and named Subcontractor in combination shall have successfully completed prior storm sewer and roadway maintenance/construction project(s) with contract amounts of at least \$20K each, totaling at least \$500K annually and totaling at least \$3.5 million during the required five (5) consecutive yrs. experience. As a combination, the Contractor shall have successfully completed a minimum of 75% of the projects dollar amount and the named Subcontractor shall have successfully completed a maximum of 25%. The contract's scope of work must have included substantial storm sewer pipe and structure repair and installation.
- The Contractor or his named Subcontractor and their named on-site supervisor, who performs Chemical Grout Repairs during the life of the Contract, shall have a minimum of three (3) years experience in performing chemical grout injection work starting 2010 to present.

- The Contractor shall provide with their bid acceptable documentation delineating they meet the project specific qualifications. A list of names and contact numbers for contracts completed, contracting parties, and owners with their phone numbers, contract amounts, and a detailed description of work performed. The documentation must also include a list of equipment used to accomplish the projects, equipment owned by the Contractor and named Subcontractor and equipment available for lease by the Contractor and named Subcontractor.

Failure to provide the evidence will automatically disqualify the bid and result in rejection.

A pre-bid conference will be held at 1:30 P.M. on July 13, 2016, at the Right of Way and Stormwater Maintenance Division office, 609 St. Johns Bluff Rd. N., Jacksonville, Florida 32225 to discuss the specific requirements of this project. This conference is mandatory. Bids will be accepted only from attendees of the pre-bid conference. Bidders who do not appear on the City's Pre-Qualified Bidders List at the time of bid opening will have their bids returned.

In accordance with Part 6 of the Purchasing Code and as detailed in the Specifications, this procurement has been designated to be under the Participation Percentage Plan to provide Equal Business Opportunity to certain Jacksonville Small Emerging Businesses "JSEB".

Specifications may be reviewed and obtained at the Office of the Procurement Division Bid Room, Ed Ball Bldg, Rm 105, 214 N. Hogan Street, Jacksonville FL 32202, or electronically by visiting the City's website at www.coj.net under "Bidding Opportunities". The price per set of Documents is \$40.00, or the fees as stated by the 3rd party website as applicable. Payment to the City's Bid Room is required to be paid prior to receipt of the Documents. **PAYMENTS TO THE CITY BID ROOM WILL BE ACCEPTED BY CHECK ONLY.**

In addition to the Specifications, the CONTRACTOR will require the two-volume set of City Standard Specification, City Standard Details with Revisions 1 through 16 and current Land Development Procedures Manual "LDPM" as provided in Instruction to Bidders.

Bidders must submit with their sealed Bid a completed Schedule of Subcontractor/Subconsultant Participation, Appendix "H", Section 3, Proposal, in accordance with section 126.608 and/or section 126.619 of Ordinance 2003-629 and must submit the Project Specific Qualification Documents outlined above.

All Bids must be made on the forms provided, properly executed, placed in an envelope, marked return receipt requested, and mailed or delivered in accordance with this Notice. ONE ORIGINAL BID AND REQUIRED DOCUMENTS SHALL BE SUBMITTED. NO DUPLICATES OR COPIES WILL BE CONSIDERED.

The City of Jacksonville reserves the right to reject any or all Bids; waive informalities, irregularities, or technical defects in any Bid; reject any or all bids or make award in part or whole, all with or without cause; and to make the award it deems to be in the best interest of the City of Jacksonville.

Gregory Pease, Chief
Procurement Division

Lenny Curry, MAYOR
City of Jacksonville

SECTION 2
INSTRUCTION TO BIDDERS
FOR
THE CITY OF JACKSONVILLE, FLORIDA

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BID SECURITY	2.3
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QUALIFICATIONS OF BIDDERS	2.6
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SECTION 2
INSTRUCTION TO BIDDERS
FOR
THE CITY OF JACKSONVILLE, FLORIDA

2.1 CONTRACT DOCUMENTS PROCURABLE

2.1.1 The Contract Documents are on file and may be examined in or purchased in the office of the Procurement Division, Ed Ball Building, Suite 105, 214 N. Hogan Street, Jacksonville, Florida 32202.

2.2 CONTRACT DOCUMENTS

2.2.1 The Contract Documents contain the following component parts:

Plans, Drawings, Specifications, and Addenda
Invitation to Bid
Instruction to Bidders
Equal Business Opportunity Program (if applicable)
Bid Proposal
Impact Proposal (if applicable)
Bid Bond
Contract Agreement
Contract Bonds
General Conditions
Federal Regulations (if applicable)
Special Conditions
City Standard Specifications
City Standard Details
Land Development Procedures Manual

2.2.2 City Standard Details, City Standard Specifications and Land Development Procedures Manual may be obtained from Development Services, 2nd Floor, Ed Ball Building, 214 North Hogan Street, Suite 2100, Jacksonville, Florida 32202, at a cost of \$40.00 for Details and \$80.00 for Specifications or visit details.jaxdev.info. Payment for such documents shall be by cash only and is not refundable. Both Details and Specifications should include revisions 1 through 16. Bidders currently possessing these documents, but lacking any of the revisions, may obtain a set of the revisions only from Development Services at a minimal fee.

2.3 BID SECURITY

2.3.1 The Proposal shall be accompanied by Bid security in the form of a Bid Bond executed by the Bidder and a surety company regularly commissioned and currently licensed as a resident or non-resident agent in the State of Florida, or either a certified or cashier's check drawn on any national bank in an amount equal to five percent (5%) of the Bid amount made payable to the City of Jacksonville. Said Bid Security guarantees the Bidder will not withdraw from the competition after opening the Bids and, in the event the Contract is awarded to the Bidder, it will execute the Contract and

furnish the required bonds within ten (10) days after notification. If it withdraws or fails to provide the bonds, the Bid Security and all proceeds there from shall become the property of the CITY as agreed upon, to be fixed as reasonable liquidated damages. In any Contract involving the expenditure of Federal funds, the bond must be written by a Federally approved bonding agency. A copy of the currently approved agencies will be furnished prospective bidders on request from the U. S. Department of Housing and Urban Development (H.U.D.).

Federal funds involved? Yes _____ No X

2.4 RETURN OF BID SECURITY

- 2.4.1 As soon as Bids have been satisfactorily evaluated by the CITY, the Bid Securities accompanying Bids which in the CITY's judgment would not likely be considered for the award may be returned. All other Bid Securities will be held until the award has been made and executed, after which the Bid Securities will be returned to the respective Bidders who tendered same.

2.5 BID PROPOSAL

- 2.5.1 All Bids must be made on the attached Proposal form. (Bidders are cautioned to make their Proposals on the Proposal form and not in the blank spaces in the Contract Agreement form.) The CITY may reject Bids which are incomplete, conditioned, or obscure; or which contain additions, interlineations, omissions, alterations, or other similar irregularities unless all changes, corrections and erasures, are INITIALED by the same person signing the bid. All blank spaces on the Proposal must be completed or, where permissible, contain the statement "No Bid." All blank spaces shall be filled, and all entries shall either be typed or in ink.
- 2.5.2 Bids must be properly signed in ink by the Bidder if an individual or by an authorized official or agent when the Bidder is a partnership, firm or corporation. When the Bid is made by a partnership, firm or corporation, the signature must include the firm name and title of the official or person authorized to bind the entity to the Contract. Proof of signature authority, and the names and business addresses of the President, Secretary, and Treasurer of corporations, or principals in partnerships is required.
- 2.5.3 The Bid, with the accompanying Bid Security, must be enclosed in the envelope provided and be addressed to the City of Jacksonville, Florida. The envelope shall be mailed or delivered to Ed Ball Building, Suite 105, 214 N. Hogan Street, Jacksonville, Florida 32202. The Bid number shall be shown on the OUTSIDE of the envelope. The Bidder shall designate on the Bid blank its official address to which all communications are to be mailed.

- 2.5.4 Only the amount shown on the appropriate proposal form inside the envelope will be accepted. Changes in the bid amounts appearing on the bid envelope containing the bid shall not be considered.
- 2.5.5 In the preparation of the Bid, the BIDDER shall include all additional costs for any shift work that may be necessary in the completion of the project. The auxiliary cost should be for items such as water outages, traffic control officers, night lighting, etc. The above referenced costs shall be included into the items which are construction requiring shift work.

2.6 QUALIFICATIONS OF BIDDERS

- 2.6.1 The Contract shall only be awarded to a responsible Bidder who is qualified by experience and who is financially capable of doing the work specified. In order to award the Contract, the Bidder must promptly submit the following upon request:

2.6.1.1 Experience record showing training and experience on similar work.

2.6.1.2 A list and brief description of satisfactorily completed similar work, its location and date of completion.

2.6.1.3 Evidence of organization, capital, equipment, and machinery necessary to complete the work within the time limit established.

2.6.1.4 Furnish the name of its surety for Contract Bonds and a statement from the surety or authorized agent of the surety stating the surety will provide Contract Bonds if the Bidder is awarded the Contract for this project.

2.6.1.5 Where applicable, evidence that the Bidder is legally qualified to contract for and perform the project (see section 20.54, General Conditions).

Required: Yes X No .

2.6.1.6 Where applicable, evidence that Plumbing, Electrical, Mechanical and other contractor or subcontractor are legally qualified to perform work on the project in specialty trades (See Section 20.55, General Conditions).

2.6.1.7 Work requiring the installation of water, sewer and storm drainage systems shall be performed by contractors licensed as underground utility contractors, in accordance with Chapter 489 Florida Statutes.

Required: Yes X No .

2.6.1.8 For work requiring the drilling of potable water wells, the Bidder shall certify that the well driller holds a current permit issued by the Division of Environmental Health, State of Florida.

Required: Yes _____ No X _____.

2.7 DISQUALIFICATION OF BIDDER FOR MULTIPLE BIDS OF COLLUSION

2.7.1 If more than one Bid is submitted from an individual, firm, partnership, corporation or association under the same or a different name, none of these bids will be considered. "Reasonable grounds" that a Bidder has an interest in more than one Proposal for the same work shall be sufficient cause for rejection of all Proposals in which such Bidder is believed to be interested. If there is reason to believe collusion exists among Bidders, no participants in such collusion will be considered in this work and in future Proposals for the same work.

2.8 BASIS OF AWARD

- 2.8.1 The award will be made as specified in the Proposal.
- 2.8.2 In the event of mathematical errors in the extension of prices or in the addition total for any base bid, unit prices will prevail. The corrected base bid will be used to determine the low qualified Bidder. The award of this contract will establish the CONTRACTOR and the unit prices which are to be used during the life of the contract.
- 2.8.3 The award will not be made until all necessary investigations have been made as to whether the low Bidder is qualified to do the work and has the necessary organization, capital and equipment to carry out the provisions of the contract.

2.9 AWARD OF CONTRACT

2.9.1 Award of the Contract, if it is awarded, shall be made to the lowest responsible Bidder, meeting or exceeding specifications, whose bid is in the best interest of the CITY. However, until the CITY issues a Notice to Proceed with a specific start date, the CITY shall not be liable for any expenses incurred by the CONTRACTOR prior to such start date.

2.10 EXECUTION OF CONTRACT

2.10.1 The Bidder to whom the Contract has been awarded shall sign two (2) original copies of the Contract Agreement and the Contract Bonds in the form herein contained without any additions, deletions, or modifications, and return same to the CITY within ten (10) days after receipt. Failure to execute the Contract Agreement and the Contract Bonds and return of them to the CITY within ten (10) days after

receipt, shall be a breach of the Contract and may result in forfeiture of the award by the Bidder and forfeiture of the bid security to the CITY. The award may then be made to the next lowest responsible bidder or re-advertised as the CITY may elect.

2.11 CONTRACT BONDS

2.11.1 Except as provided in Section 20.45 of the General Conditions, Contract Bonds in the form provided in these Contract Documents will be required in an amount equal to one hundred percent (100%) of the Contract Amount and shall be written with a surety company regularly commissioned and currently licensed as a resident or non-resident agent in the State of Florida. Such surety company must be approved by the CITY'S Division of Insurance and Risk Management. The bonds shall guarantee the faithful performance of this Contract, including delay damage expense, and payment for labor, materials, and supplies used therefore. For a Contract involving Federal funds, the bond must be written by a Federally approved bonding agency. (A copy of bonding agencies currently approved by the Federal Government will be furnished upon request from the U. S. Housing and Urban Development (H.U.D.) Department).

Federal funds involved: Yes _____ No X

2.12 RIGHT RESERVED TO REJECT BIDS

2.12.1 The CITY reserves the right to reject any or all bids, with or without cause.

2.12.2 Bids in which the prices are obviously unbalanced are subject to rejection. The CITY shall not be liable to the CONTRACTOR for failure to reject or notify the Bidder of any unbalanced bid.

2.13 WITHDRAWAL OF BIDS

2.13.1 A bidder may withdraw its Bid without forfeiture of bid security not later than the day and hour set in the advertisement for receiving Bids, "the bid time", by communicating its withdrawal in writing to the CITY at the address given in the Invitation, and the Proposal will be returned to the Bidder unopened. When "the bid time" has passed, no Bidder shall thereafter have a right to withdraw its bid. Subsequent to the opening of Bids, withdrawal will subject the Bidder's Bid Security to forfeiture.

2.14 CONDITIONS IN BIDDER'S PROPOSAL

2.14.1 The Bidder shall not stipulate in its Bid Proposal, or append thereto, any conditions contrary to those contained in the Contract Documents.

2.15 TAXES

- 2.15.1 Bidders shall include in their bid prices any sales taxes or use taxes which they are required by law to pay. Bidders are reminded, it is the CONTRACTOR'S responsibility to pay all Florida Sales Taxes that are required to be paid to the State under the subject contract. These taxes, by State law, are not to be set forth as a separate line item. Therefore, the CONTRACTOR shall devise his own method to insure recovery. Additional allowances will not be made for failure to include these required taxes in the proposal.

2.16 LIST OF LICENSED/NON-LICENSED SUBCONTRACTORS AND SHOP FABRICATORS:

- 2.16.1 Inasmuch as it is unlawful for a person to engage, within the city of Jacksonville, in the business of contracting or act in the capacity of a contractor as provided in Chapter 342, Jacksonville Ordinance Code or Chapter 489, Florida Statutes, without a valid contractor certificate or license, bidders for all capital improvement projects are required, on or before the date and time of bid opening, to furnish, with their bids, the names, addresses and scopes of work to be performed by all subcontractors required to be certified, qualified, or licensed in accordance with Chapter 342 and/or Chapter 489, as either may be revised from time to time. On or before the date and time of bid opening, bidders, if applicable, are required to indicate, as part of their bids, all scopes of work that they intend to self-perform and to provide evidence that they currently hold the required certifications, qualifications, or licensing necessary for all scopes of work to be self-performed. The subcontractors required to be listed under this section shall be listed in the Schedule of Licensed Subcontractors of Appendix C-1, hereof.
- 2.16.2 The bidder shall furnish, PRIOR TO AWARD, the names, addresses and scopes of work to be performed by all subcontractors and/or shop fabricators that are NOT required to be certified, qualified, or licensed in accordance with chapter 342, Jacksonville Ordinance Code and/or Chapter 489, Florida Statutes. All subcontractors and/or shop fabricators required to be listed under this section shall be listed in the chart provided in Paragraph 2 of Section 3, Appendix C.
- 2.16.3 All subcontractors and/or shop fabricators listed under the above sections shall not be on the City's Disqualified Vendor's List or the State of Florida's Convicted and/or Suspended Vendors list. In this event, the subcontractor and/or shop fabricator will not be eligible to provide the services or materials for this project. The Contractor will absorb any additional cost incurred for having to select a different subcontractor and/or shop fabricator.

2.17 USE AND REPLACEMENT OF MAJOR SUBCONTRACTORS AND SHOP FABRICATORS:

- 2.17.1 The successful bidder shall employ the Subcontractors and shop fabricators specified in its bid for the class of work designated under Section 2.16. Modification in any way whatsoever, without the written consent of the City of Jacksonville, will not be permitted.
- 2.17.2 Consent by the City will be given only in those instances where the bidder presents written evidence that use of the listed Subcontractor or shop fabricator will not be in the best interests of the City.

2.18 PROJECT SITE

- 2.18.1 The work shall be performed upon property owned, leased, or otherwise under the control of the City of Jacksonville, Florida as shown on the plans or otherwise identified herein.

2.19 EXAMINATION OF SITE AND CONTRACT DOCUMENTS

- 2.19.1 Bidders shall visit the site and inform themselves of all conditions under which the work is to be performed. They shall familiarize themselves with the nature of the ground, the obstacles which may be encountered, whether shown on the Contract Documents or not, and all other relevant matters concerning the work to be performed.
- 2.19.2 A CONTRACTOR to whom a contract is awarded will not be allowed any extra compensation by reason of any such matters or things concerning which the CONTRACTOR did not inform himself prior to bidding.
- 2.19.3 Bidders must satisfy themselves by personal examination of the locations of the proposed work, and by such other means as they may prefer, as to the correctness of any quantities listed in the Proposal, and shall not, after submission of a Proposal, either dispute or complain of such estimate, nor assert that there was any misunderstanding in regard to the nature of work to be done, it being understood, in a unit price contract the bid quantities are used for bid purposes only and are subject to adjustment for actual quantities used.
- 2.19.4 Before submitting a Proposal each Bidder shall examine carefully the complete Contract Documents, including but not limited to: Invitation to Bid, Instructions to Bidders, the Contract Agreements and Bonds, General Conditions, Special Conditions, Specifications, Contract Drawings and all Addenda thereto, all of which contain provisions applicable not only to the successful Bidder but also to any of its Subcontractors.
- 2.19.5 The successful CONTRACTOR must employ, as far as possible, such methods and means in the carrying out of its work as

will not cause any interruption or interference with any other Contractor.

2.19.6 A Bidder is expected to base its bid on materials and equipment which comply fully with the Contract Drawings and Specifications and, in the event it names or includes materials or equipment in its bid which do not conform, it will, if awarded a contract, be responsible for furnishing materials and equipment which do fully conform at no change in its Contract Price.

2.19.7 Bidders Obligation: In the course of preparing bids for the project, the Bidder shall visit the project site, inspect and report any problems, including discrepancies or ambiguities, it may encounter, at the site or in the documents, to the ENGINEER as soon as possible, but not less than ten (10) days prior to time for receipt of bids. The bidder is presumed to have no unanswered questions when it submits its bid.

2.20 INTERPRETATION OF CONTRACT DOCUMENTS

2.20.1 A Bidder who is in doubt as to the true meaning of any part of the Contract Drawings, Specifications or other portions of the Contract Documents, may submit a written request to the ENGINEER for an interpretation. The Bidder submitting the request will be responsible for its prompt delivery. If deemed necessary by the ENGINEER, an interpretation of the Contract Documents will be made by addendum and duly issued or delivered by the ENGINEER to each person who has received a set of such documents. The ENGINEER will not be responsible for any other explanations or interpretations of the Contract Documents.

2.21 ADDENDA

2.21.1 Addenda prepared and issued by the ENGINEER prior to the opening of the bids, for the purpose of changing the intent of the Drawings and Specifications or clarifying the meaning of same, shall be binding in the same way as if written in the Specifications. The Bidder shall acknowledge receipt of addenda in the Proposal. It is also the responsibility of each Bidder to make sure that it has received all addenda.

2.22 STATE AND FEDERAL REGULATIONS:

2.22.1 The CONTRACTOR shall comply with all State and Federal laws, regulations, and codes applicable to the work as well as those of the City of Jacksonville. The CONTRACTOR's attention is directed to the U. S. Department of Labor Safety and Health Regulations for construction promulgated under the Occupational Safety and Health Act of 1970 (PL 91-596) and under Section 107 of the Contract Work Hours and Safety Standards Act (DL 91-54).

2.23 NON-DISCRIMINATION IN EMPLOYMENT

- 2.23.1 By responding to the invitation to Bid on this project and/or executing the Contract on this project, the Bidder certifies that it meets and agrees to comply with Section 126.404 of the Jacksonville Ordinance Code concerning non-discrimination in employment (See Section 20.19 of the General Conditions).

2.24 FEDERALLY ASSISTED CONSTRUCTION PROJECTS

- 2.24.1 On any project upon which funding is provided by an agency of the United States Government, all regulations applicable thereto including, but not limited to, Title VI of the Civil Rights Act of 1964 (24 CFR, parts 1 & 2); Title VIII of the Civil Rights Act of 1968 (24 CFR, part 115); Federal Labor Standards Provisions (HUD-4020.1); the Davis-Bacon Act; the Anti-Kickback Act; and the Contract Work Hours Standards Act, shall apply and the Bidder or CONTRACTOR shall conform thereto. If applicable, Section 21 of the General Conditions contains some, but not necessarily all, of Federal Regulations that apply to this project. Bidders are advised to refer to Appendix "B", Section 21, Federal Regulations, of these Specifications, which contains a copy of excerpts from the Federal Register - Section 135, dated June 30, 1994.

Federal funds involved: Yes _____ No X

2.25 MAJOR ITEMS OF EQUIPMENT

- 2.25.1 For all capital improvement projects, bidders are required, prior to award, to submit a schedule of "Major Items of Equipment" to be furnished and installed as part of this Contract. The Contract Specifications include descriptions of these "Major Items of Equipment" which complies with design requirements. The schedule of "Major Items of Equipment" under this section shall be listed in the chart provided in Paragraph 3 of Section 3, Appendix C.
- 2.25.2 Prior to award, proposals to furnish major items of equipment other than those specified shall be made only in accordance with Section 2.26 hereof. Following award of the contract, proposals to furnish equipment other than that specified shall be made in accordance with Section 20.16 and/or 20.34 of the General Conditions.

2.26 SUBSTITUTION OF "OR EQUAL" ITEMS

- 2.26.1 The materials, devices, systems, appliances, or equipment designated in the Contract Documents by a manufacturer's, vendor's, proprietary or trade name; establish a standard of required function, dimensions, appearance and quality to be met. Wherever the designation of such items is not followed by "or equal", it shall be deemed that the words "or equal" do follow such designation. A Bidder may propose the substitution of items equalling or bettering the standards of

those specified, upon submission to the ENGINEER, not less than 10 days prior to the date for receipt of Bids, of complete information on the proposed substitute including its name, manufacturer, drawings, cut-sheets, performance, test data, and any other information required by the ENGINEER for evaluation of the proposed substitute.

2.26.2 Approval, if granted, by the ENGINEER of a proposed substitute shall be in the form of an Addendum issued to all prospective bidders. Whenever a bidder proposes to furnish an approved substitute, it shall be responsible for and include in its base bid the cost of making all adjustments to accommodate the substitute including, but not limited to, structural elements, auxiliary equipment, piling, electrical, mechanical and control systems; which are required to provide a complete satisfactory operating installation of the substitute item. Approval of the substitute item shall be in the sole discretion of the ENGINEER upon its finding that it conforms to all structural, architectural, mechanical, electrical and other design criteria as well as required operating performance characteristics. Failure of the ENGINEER to complete the review and evaluation of a proposed substitute in time to issue an addendum prior to the receipt of Bids shall not authorize any Bidder to include such substitute in a Bid nor shall it be the basis of a protest by a Bidder.

2.26.3 No substitute or "or equal" item which has not been previously approved as required by Section 2.26.1, shall be included in the proposal. If, regardless of the above prohibition, a non-approved substitute item is shown on the proposal, it shall be disregarded in consideration of award, and if an award is made to such Bidder, the Bidder shall furnish the item as specified with no change in Bid price notwithstanding the substitute shown on the proposal.

2.26.4 Following the award of a contract, substitution of any item from that specified or approved prior to receipt of bid, shall be requested in accordance with Section 20.16 and/or 20.34 of the General Conditions.

2.27 CONFLICT OF INTEREST

2.27.1 Sections 112.313(3) and 112.313(7), Florida Statutes, prohibit certain business relationships on the part of public officers and employees, their spouses and their children. However, Section 112.313(12), Florida Statutes, provides certain limited exemptions to those prohibitions including one where business is awarded under a system of sealed competitive bidding; the public official has exerted no influence in bid negotiations and specifications; AND where disclosure is made, prior to or at the time of the submission of the bid, of the official's or his/her spouse's or child's interest and the nature of the intended business. Further, Section 126.110 of the Purchasing Code also requires such

disclosure. That disclosure must be made by executing the Conflict of Interest form contained herein.

- 2.27.2 A bidder's failure to comply with Florida Statutes shall cause rejection of its bid. Any question as to applicability or interpretation of Florida Statutes should be pursued by the bidder with the State of Florida, Commission of Ethics, Tallahassee, Florida.

2.28 PUBLIC ENTITY CRIME STATEMENT

A person or affiliate who has been placed on the State of Florida convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity for a period of 36 months from the date of being placed on the convicted vendor list.

2.29 FORMS TO BE RETURNED

- 2.29.1 The "Conflict of Interest Certificate" as provided in Appendix "F", properly filled out and authenticated as required should be returned with the bid proposal. Failure to execute this form prior to the Recommendation of Award will make the bid non-responsive and provide a basis for rejection.
- 2.29.2 The Letter of Intent, as provided in Section 3, Appendix I hereto shall be filled out, authenticated as required, and may be submitted at the time of the scheduled bid opening or must be submitted within 48 hours after the scheduled bid opening to the Equal Business Opportunity/Contract Compliance, 214 N. Hogan St., STE 800, Jacksonville, FL 32202. The Schedule of Subcontractor/Subconsultant Participation and the Letter of Intent must match and be identical. Failure to submit the letter of intent within 48 hours of the scheduled bid opening will make the bid non-responsive and will be cause for rejection.
- 2.29.3 If this project has been selected to use the Percentage Participation Plan, see Section 2.31.2(a). See Section 5 for additional information that may be required to be submitted with bid proposal to document "good faith effort".

2.30 VOLUNTARY PARTNERING

- 2.30.1 After an award and prior to the preconstruction conference, either the CITY or CONTRACTOR may request the other to partner on this project. The objective of partnering is to establish a partnership charter and action plan between the CITY and the CONTRACTOR to identify and achieve reciprocal

goals. This partnership will not change the legal relationship of the parties to the Contract nor relieve either party from any of the terms of the Contract. This partnership will be bilateral in make up and only if participation is approved by both parties. Any cost associated with developing this partnership must be agreed to by both parties and will be shared equally.

- 2.30.2 If both the CITY and CONTRACTOR agree to partnering, the Chief of the Engineering Division and the CONTRACTOR'S Project Manager will meet and plan a partnering development seminar/team building workshop. At this planning session, arrangements will be made to determine workshop attendees, agenda, duration, location and facilitator, if needed. Participants should include the ENGINEER and key project personnel, and the CONTRACTOR'S Project Manager and key project personnel. The project Design Engineer, key local government personnel, representatives of Subcontractor utilities, representatives of regulatory agencies and others, may also be invited to attend as necessary. Management personnel consisting of the Director-level head of the CITY'S using agency and a Corporate Officer or other person representing ownership of the CONTRACTOR shall also participate in the partnering workshop and its implementation.
- 2.30.3 Follow-up workshops may be held periodically throughout the duration of the Contract as agreed to by the CITY and the CONTRACTOR.

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2.31 JACKSONVILLE SMALL EMERGING BUSINESS ("JSEB") PROGRAM

Certain projects are designated to be included in the Jacksonville Small Emerging Business Program ("JSEB") established by Ordinance Code 2004-602; projects are so designated in Section 2.31.1 below.

2.31.1 This project has been selected to utilize the following method for achieving JSEB utilization and goals under the Jacksonville Small Emerging Business Program:

- a. The Participation Percentage Plan X
(See Section 5 of Contract Documents)
- b. The Set Aside Plan
(See Section 6 of Contract Documents)
- c. The Encouragement Plan
(See Section 7 of Contract Documents)

2.31.2 In order to be qualified as participants in the Equal Business Opportunity Program, contractors, subcontractors, suppliers, and other business entities, including joint ventures, must have been previously certified by the CITY in accordance with Ordinance Number 2004-602.

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SECTION 3**PROPOSAL**

BID NO.: CP-0143-16

BID DATE: August 3, 2016

TO: THE CITY OF JACKSONVILLE, FLORIDA

FROM: _____

In accordance with the Invitation to Bid to construct Continuous Storm Sewer Cave-In Repair for the City of Jacksonville, Florida, subject to the Specifications, Drawings, Standard Specifications and Details, Land Development Procedures Manual and Addenda thereto, if any, all of which are made a part of this Proposal, the undersigned proposes to construct the Storm Sewer Cave-In Repair for the Total Bid as follows:

TOTAL BASE BID \$ _____ (Numerals)

_____ (Written)

The above said figure(s) is/are understood to be the basis for establishing the amount of Bid Security and for comparison of Bids only.

A. PROPOSAL SCHEDULE

A Bidder must provide a price on each item listed. All entries in the entire Proposal must be made clearly in ink. Prices bid must be written in figures. Bidder must insert extended prices obtained by multiplying the proposed quantities times the unit prices. In case of error, unit price will govern. The corrected extended prices and Total Base Bid will be used to determine the lowest qualified, responsive and responsible Bid.

Unit prices for all progressive items shall reflect a consistent price escalation, though the amount may differ. Proposals in which the prices obviously are unbalanced will be rejected.

NOTE:

The bid schedule contains two year estimated quantities for each bid item. The City makes no promise that all of these quantities will be used. In fact, many of these items may not be used. Some items will be used more than estimated. The purpose of the bid schedule is to provide the City with a "shopping list" of work that may be required to correct drainage deficiencies. Except as defined in the Specifications, no one item is contingent upon another.

Award is subject to appropriation by the City. No funds have been appropriated to date. The City has no obligation for payment and work hereunder is not authorized unless funds are appropriated for the work herein. A written notification in the form of a purchase order will be provided in the event that funds are appropriated.

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BID LINE ITEMS

BID #: CP-0143-16

ITEM NO.		DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	EXTENDED PRICE
STANDARD REPAIR "SR" (items No.1 to No.62)						
1	SR	Mobilization 6"-12"	EA	10		
2	SR	Mobilization 15"-18"	EA	35		
3	SR	Mobilization 21"-30"	EA	25		
4	SR	Mobilization 36"-48"	EA	15		
5	SR	Mobilization 54"-72"	EA	5		
6	SR	Mobilization Box Culvert	EA	2		
7	SR	Mobilization Structure	EA	10		
8	SR	Site Preparation 0' to 5' Depth	SF	10000		
9	SR	Site Preparation > 5' to 10' Depth	SF	10000		
10	SR	Site Preparation >10' to 15' Depth	SF	5000		
11	SR	Site Preparation >15' to 18' Depth	SF	500		
12	SR	Collar Type 1 Repair 6"- 12"	EA	2		
13	SR	Collar Type 1 Repair 15"- 18"	EA	10		
14	SR	Collar Type 1 Repair 21"- 30"	EA	8		
15	SR	Collar Type 1 Repair 36"- 42"	EA	5		
16	SR	Collar Type 1 Repair 48"- 54"	EA	5		
17	SR	Collar Type 1 Repair 60"- 72"	EA	2		
18	SR	Collar Type 2 or 3 Repair 6"- 12"	EA	1		
19	SR	Collar Type 2 or 3 Repair 15"- 18"	EA	1		
20	SR	Collar Type 2 or 3 Repair 21"- 30"	EA	1		
21	SR	Collar Type 2 or 3 Repair 36"- 42"	EA	1		
22	SR	Collar Type 2 or 3 Repair 48"- 54"	EA	1		
23	SR	Collar Type 2 or 3 Repair 60"- 72"	EA	1		
24	SR	Collar Type 4 Repair 6"- 12"	EA	5		
25	SR	Collar Type 4 Repair 15"- 18"	EA	10		
26	SR	Collar Type 4 Repair 21"- 30"	EA	8		
27	SR	Collar Type 4 Repair 36"- 42"	EA	5		
28	SR	Collar Type 4 Repair 48"- 54"	EA	5		
29	SR	Collar Type 4 Repair 60"- 72"	EA	1		
30	SR	Area Rigid Pipe, Box Culvert or Struct. Repair	SF	10		
31	SR	Area Flexible Pipe Repair	SF	10		
32	SR	Remove & Replace Rigid Pipe 6"	LF	20		
33	SR	Remove & Replace Rigid Pipe 8"	LF	20		
34	SR	Remove & Replace Rigid Pipe 10"	LF	20		
35	SR	Remove & Replace Rigid Pipe 12"	LF	20		
36	SR	Remove & Replace Rigid Pipe 15"	LF	100		
37	SR	Remove & Replace Rigid Pipe 18"	LF	100		
38	SR	Remove & Replace Rigid Pipe 24"	LF	50		
39	SR	Remove & Replace Rigid Pipe 30"	LF	50		
40	SR	Remove & Replace Rigid Pipe 36"	LF	50		
41	SR	Remove & Replace Rigid Pipe 42"	LF	25		
42	SR	Remove & Replace Rigid Pipe 48"	LF	25		
43	SR	Remove & Replace Rigid Pipe 54"	LF	10		
44	SR	Remove & Replace Rigid Pipe 60"	LF	10		
45	SR	Remove & Replace Rigid Pipe 66"	LF	10		
46	SR	Remove & Replace Rigid Pipe 72"	LF	10		
47	SR	Remove & Replace Flexible Pipe 6"	LF	100		
48	SR	Remove & Replace Flexible Pipe 8"	LF	20		
49	SR	Remove & Replace Flexible Pipe 10"	LF	20		
50	SR	Remove & Replace Flexible Pipe 12"	LF	20		

Storm Sewer Cave-In Repair

Item #8.

51	SR	Remove & Replace Flexible Pipe 15"	LF	100		
52	SR	Remove & Replace Flexible Pipe 18"	LF	100		
53	SR	Remove & Replace Flexible Pipe 24"	LF	50		
54	SR	Remove & Replace Flexible Pipe 30"	LF	50		
55	SR	Remove & Replace Flexible Pipe 36"	LF	50		
56	SR	Remove & Replace Flexible Pipe 42"	LF	25		
57	SR	Remove & Replace Flexible Pipe 48"	LF	25		
58	SR	Remove & Replace Flexible Pipe 54"	LF	10		
59	SR	Remove & Replace Flexible Pipe 60"	LF	10		
60	SR	Remove & Replace Flexible Pipe 66"	LF	10		
61	SR	Remove & Replace Flexible Pipe 72"	LF	10		
62	SR	Cementitious Water-Stop/Waterproofing	SF	100		
CHEMICAL GROUT REPAIR "CG" (Items No.63 to No.81)						
63	CG	Mobilization 6"-12"	EA	2		
64	CG	Mobilization 15"-18"	EA	2		
65	CG	Mobilization 21"-30"	EA	25		
66	CG	Mobilization 36"-48"	EA	35		
67	CG	Mobilization 54"-72"	EA	25		
68	CG	Mobilization Box Culvert	EA	5		
69	CG	Mobilization Structure	EA	10		
70	CG	Site Preparation 0' to 5' Depth	SF	5000		
71	CG	Site Preparation > 5' to 10' Depth	SF	15000		
72	CG	Site Preparation >10' to 15' Depth	SF	5000		
73	CG	Site Preparation >15' to 18' Depth	SF	500		
74	CG	Collar Type 5 Repair 6"-12"	EA	2		
75	CG	Collar Type 5 Repair 15"-18"	EA	2		
76	CG	Collar Type 5 Repair 21"-30"	EA	20		
77	CG	Collar Type 5 Repair 36"-42"	EA	30		
78	CG	Collar Type 5 Repair 48"-54"	EA	30		
79	CG	Collar Type 5 Repair 60"-72"	EA	20		
80	CG	Unspecified LF Repair	LF	200		
81	CG	Unspecified Gallon Repair	GAL	200		
ANCILLARY ITEMS "AI" (Items No.82 to No.159)						
82	AI	Maintenance of Traffic (Two Lane, 2-way traffic)	EA	40		
83	AI	Maintenance of Traffic (Multi Lane, 1-way traffic)	EA	30		
84	AI	Maintenance of Traffic (Multi Lane, 2-way traffic)	EA	20		
85	AI	Maintenance of Traffic (Closure)	EA	25		
86	AI	Message Board	DAY	100		
87	AI	Mobilization (Roadway and Right of Way)	EA	2		
88	AI	Mobilization (Asphaltic Concrete Milling >50 sq. yds.)	EA	5		
89	AI	Mobilization (Asphaltic Concrete Paving)	EA	5		
90	AI	Case X Asphaltic Concrete Paving Repair	SY	8000		
91	AI	Asphaltic Concrete	Ton	200		
92	AI	Concrete Removal, Haul and Disposal	SY	200		
93	AI	Asphaltic Milling (1.5" Depth)	SY	500		
94	AI	Limerock (6" Lift)	SY	100		
95	AI	Limerock (Additional 1" Lift)	SY	100		
96	AI	Crushed Concrete (6" Lift)	SY	100		
97	AI	Crushed Concrete (Additional 1" Lift)	SY	100		
98	AI	Stabilized Subgrade (Vehicular Traffic Bearing Areas)	SY	100		
99	AI	Curb & Gutter (City standard, median, drop, header & Miami)	LF	5000		
100	AI	Concrete Sidewalk (4" depth)	SY	2000		
101	AI	Concrete Sidewalk (5" depth)	SY	1000		

Storm Sewer Cave-In Repair

Item #8.

51	SR	Remove & Replace Flexible Pipe 15"	LF	100		
52	SR	Remove & Replace Flexible Pipe 18"	LF	100		
53	SR	Remove & Replace Flexible Pipe 24"	LF	50		
54	SR	Remove & Replace Flexible Pipe 30"	LF	50		
55	SR	Remove & Replace Flexible Pipe 36"	LF	50		
56	SR	Remove & Replace Flexible Pipe 42"	LF	25		
57	SR	Remove & Replace Flexible Pipe 48"	LF	25		
58	SR	Remove & Replace Flexible Pipe 54"	LF	10		
59	SR	Remove & Replace Flexible Pipe 60"	LF	10		
60	SR	Remove & Replace Flexible Pipe 66"	LF	10		
61	SR	Remove & Replace Flexible Pipe 72"	LF	10		
62	SR	Cementitious Water-Stop/Waterproofing	SF	100		
CHEMICAL GROUT REPAIR "CG" (items No.63 to No.81)						
63	CG	Mobilization 6"-12"	EA	2		
64	CG	Mobilization 15"-18"	EA	2		
65	CG	Mobilization 21"-30"	EA	25		
66	CG	Mobilization 36"-48"	EA	35		
67	CG	Mobilization 54"-72"	EA	25		
68	CG	Mobilization Box Culvert	EA	5		
69	CG	Mobilization Structure	EA	10		
70	CG	Site Preparation 0' to 5' Depth	SF	5000		
71	CG	Site Preparation > 5' to 10' Depth	SF	15000		
72	CG	Site Preparation >10' to 15' Depth	SF	5000		
73	CG	Site Preparation >15' to 18' Depth	SF	500		
74	CG	Collar Type 5 Repair 6"-12"	EA	2		
75	CG	Collar Type 5 Repair 15"-18"	EA	2		
76	CG	Collar Type 5 Repair 21"-30"	EA	20		
77	CG	Collar Type 5 Repair 36"-42"	EA	30		
78	CG	Collar Type 5 Repair 48"-54"	EA	30		
79	CG	Collar Type 5 Repair 60"-72"	EA	20		
80	CG	Unspecified LF Repair	LF	200		
81	CG	Unspecified Gallon Repair	GAL	200		
ANCILLARY ITEMS "AI" (items No.82 to No.159)						
82	AI	Maintenance of Traffic (Two Lane, 2-way traffic)	EA	40		
83	AI	Maintenance of Traffic (Multi Lane, 1-way traffic)	EA	30		
84	AI	Maintenance of Traffic (Multi Lane, 2-way traffic)	EA	20		
85	AI	Maintenance of Traffic (Closure)	EA	25		
86	AI	Message Board	DAY	100		
87	AI	Mobilization (Roadway and Right of Way)	EA	2		
88	AI	Mobilization (Asphaltic Concrete Milling >50 sq. yds.)	EA	5		
89	AI	Mobilization (Asphaltic Concrete Paving)	EA	5		
90	AI	Case X Asphaltic Concrete Paving Repair	SY	8000		
91	AI	Asphaltic Concrete	Ton	200		
92	AI	Concrete Removal, Haul and Disposal	SY	200		
93	AI	Asphaltic Milling (1.5" Depth)	SY	500		
94	AI	Limerock (6" Lift)	SY	100		
95	AI	Limerock (Additional 1" Lift)	SY	100		
96	AI	Crushed Concrete (6" Lift)	SY	100		
97	AI	Crushed Concrete (Additional 1" Lift)	SY	100		
98	AI	Stabilized Subgrade (Vehicular Traffic Bearing Areas)	SY	100		
99	AI	Curb & Gutter (City standard, median, drop, header & Miami)	LF	5000		
100	AI	Concrete Sidewalk (4" depth)	SY	2000		
101	AI	Concrete Sidewalk (5" depth)	SY	1000		

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Storm Sewer Cave-In Repair

Item #8.

102	AI	Concrete Handicapped Ramp (5" depth)	SY	200		
103	AI	Concrete Driveway (5" depth)	SY	2000		
104	AI	Concrete Driveway (6" depth)	SY	1000		
105	AI	Cementitious Non-Shrink Grout/Plaster	SF	500		
106	AI	Modification Brick	CF	100		
107	AI	Modification Sawcut (= or < 8" Depth)	LF	20		
108	AI	Modification Concrete and Steel	CY	5		
109	AI	Miscellaneous Concrete (Non-reinforced)	CY	1		
110	AI	Miscellaneous Concrete (Reinforced)	CY	5		
111	AI	New Structure (Inlet, Manhole or Endwall)	CF	1000		
112	AI	Manhole Cover and Frame	EA	1		
113	AI	Catch Basin or Curb Inlet Grate and Frame	EA	1		
114	AI	Curb Iron	EA	1		
115	AI	Type "E" Grates and Frames (Traffic bearing)	EA	1		
116	AI	1" Steel Plate (Including openings, anchors and welds)	SF	100		
117	AI	Sand-Cement Rip-Rap Endwall	Bag	250		
118	AI	Rip-Rap (Over filter fabric)	SY	200		
119	AI	A-3 Fill	CY	2500		
120	AI	Stone (No. 57 or Equivalent)	CY	1500		
121	AI	Over Excavation	CY	100		
122	AI	Pipe Encasement	CY	200		
123	AI	Connect (< 15" pipe to existing structure)	EA	1		
124	AI	Connect (15" to 24" pipe to existing structure)	EA	1		
125	AI	Connect (30" to 42" pipe to existing structure)	EA	1		
126	AI	Connect (48" to 60" pipe to existing structure)	EA	1		
127	AI	Connect (66" to 72" pipe to existing structure)	EA	1		
128	AI	Connect (New structure to existing <15" pipe)	EA	1		
129	AI	Connect (New structure to existing 15" to 24" pipe)	EA	1		
130	AI	Connect (New structure to existing 30" to 42" pipe)	EA	1		
131	AI	Connect (New structure to existing 48" to 60" pipe)	EA	1		
132	AI	Connect (New structure to existing 66" to 72" pipe)	EA	1		
133	AI	Seed and Mulch	SY	2000		
134	AI	Grassing Sod	SY	15000		
135	AI	Tree Removal (6" to 12" diameter)	EA	20		
136	AI	Tree Removal (13" to 24" diameter)	EA	20		
137	AI	Tree Removal (25" to 36" diameter)	EA	10		
138	AI	Chain Link Fence (New construction, City Standard, 4' height)	LF	200		
139	AI	Chain Link Fence (New construction, City Standard, 5' height)	LF	200		
140	AI	Chain Link Fence (New Construction, City Standard, 6' height)	LF	100		
141	AI	Wood Privacy Fence (New Construction, All Styles, 6' height)	LF	100		
142	AI	Pavement Marking (Painted Stripes and Stop Bars, All Colors)	SF	100		
143	AI	Pavement Marking (Thermoplastic Stripes and Stop Bars, All Colors)	SF	100		
144	AI	Pavement Marking (Painted Arrows, Symbols, Etc., All Colors)	SF	50		
145	AI	Pavement Marking (Thermoplastic Arrows, Symbols, Etc., All Colors)	SF	50		
146	AI	Pavement Marking (Retro-Reflective Pavement Markers)	EA	10		
147	AI	Inductive Loop Assembly (TYPE F- 6' X 30') (660- 2-106)	EA	1		
148	AI	Underdrain	LF	50		
149	AI	Underdrain Cleanout	EA	1		
150	AI	Underdrain Connection	EA	5		
151	AI	Flowable Fill	CY	60		
152	AI	Steel Sheeting and Plates (Install and Remove)	SF	1000		
153	AI	ByPass Pumping (> 4" Diameter)	DAY	100		

Storm Sewer Cave-In Repair

Item #8.

154	AI	Mechanical Cleaning	CY	500		
155	AI	Miscellaneous Cave-In Labor (4 man crew plus Foreman)	HR	200		
156	AI	Miscellaneous Cave-In Materials (\$100 material cost plus 20%)	EA	25	\$120.00	\$24,000.00
157	AI	Miscellaneous Cave-In Equipment (\$100 rental cost includes operator)	EA	25	\$100.00	\$2,500.00
158	AI	Storm Sewer System Investigation	HR	100		
159	AI	Project Site Records	EA	200		

TOTAL BASE BID (ITEMS 1-159)

\$ _____

Also Enter Total Base Bid Amount on Page 3-1

NOTE: Unit prices for all progressive items shall reflect a consistent price escalation, though the amount may differ.

Proposals in which the prices obviously are unbalanced will be rejected.

For Example:

Line items 1- 5, 12- 17 and 70- 73 are progressive. As the descriptions amount, size, complexity, etc.,

increase so shall the price escalate.

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B. BASIS OF AWARD

The project may be awarded to the lowest responsive, responsible Bidder for the Total Base Bid contingent on the availability of funds within the project's approved budget. The City has the right to reject any or all bids if it is in the best interest of the City.

C. REVISIONS OF BID PROPOSAL FORM

Request for revision of the Bid Proposal Form must be made to the ENGINEER at least ten (10) days prior to date of opening of Bids. Revision of the Bid Proposal by the Bidder will void the Bid.

D. CONTRACT EXPIRATION DATE

The Contract expiration date shall be established 120 calendar days after the scheduled construction completion date in order to comply with Executive Order 2013-05.

E. BID CHANGES

No changes in the amount of Bids appearing on the outside of Bids will be considered. Only the amounts shown on bidding documents inside the envelope will be considered. All changes, corrections and erasures must be initialed by the person signing the bid.

F. CONSTRUCTION COMPLETION

The intent of this contract is that the Contractor provides Storm Sewer Cave-In Repair service during the period of Fiscal years 2017 and 2018 (October 1, 2016 through September 30, 2018). The Contractor shall begin work within ten (10) calendar days, including Sundays and holidays, after issuance of a Blanket Order or Purchase Order from the City. No Blanket Orders or Purchase Orders will be issued under this Contract after September 30, 2018 unless the Contract is renewed. The active Contract will expire 120 days thereafter. All work started under a Blanket Order or Purchase Order shall be completed by the expiration date. By mutual agreement of both parties, provided funds are available, the Contract may be extended two (2) times for a period of two (2) years each. Each extension amendment of the contract will be amended prior to September 30th of the current contract fiscal year. Based upon the agreement of all parties, the Contract Unit Prices may be adjusted at the time of renewal based on the stated Consumer Price Index (CPI) for All Urban Consumers - South Region All Items, (Series CUURO300SAO), over the preceding twelve (12) months from the date of Contract Award. The adjusted Contract Unit Prices will be calculated using the current Contract Unit Prices and adjusting them by the amount of the stated CPI. The second optional renewal, if both the CITY and the CONTRACTOR agree, may also include a Contract Unit Price adjustment based on the CPI for the preceding twelve months from the award date of the second contract. Contract Unit Prices will be adjusted by applying the CPI to the previously adjusted Contract Unit Prices for the first renewal option.

G. SUBMITTAL STATEMENT

The undersigned Bidder certifies that this proposal is made in good faith, without collusion or connection with any other entity bidding on this work.

The undersigned Bidder has examined and read (cover to cover) all Drawings, Specifications, General and Special Conditions, and other Contract Documents, and all Addenda thereto; and is acquainted with and fully understands the extent and character of the work covered by this Proposal and the specified requirements, for the proposed work.

The undersigned Bidder certifies that no officer or agent of the CITY will directly or indirectly benefit from this bid.

The undersigned Bidder states that this Proposal is made in conformity with the Contract Documents, and agrees that in case of any discrepancy or differences between its Proposal and the Contract Documents, the provisions of the latter shall prevail.

The undersigned Bidder certifies that it has carefully examined the foregoing Proposal after the same was completed and has verified every item placed thereon; and agrees to indemnify, defend and save harmless the CITY against any cost, damage or expense which may be incurred or caused by any error in the Bidder's preparation of same.

The undersigned Bidder states that all applicable taxes are included in the unit prices or Lump Sum Bid and acknowledges this project is not exempt from the State or Local Sales or Use taxes, and payment of such taxes is the responsibility of the Bidder.

The undersigned Bidder certifies that it has reviewed the provisions of the Jacksonville Ethics Code contained in Chapter 602, Jacksonville Ordinance Code, and the provisions of the purchasing Code contained in Chapter 126, Jacksonville Ordinance Code.

The undersigned Bidder agrees to keep its bid in effect for 120 calendar days after the Bid Opening date to allow the CITY time to award the bid, should it be awarded, and time to prepare and execute the contract. This time period begins at the time bids are opened and ends upon the issuance of Notice to Proceed (NTP) by the CITY. The bid prices shall remain in effect throughout the life of the Contract. Failure of the CITY to issue NTP within the specified time period shall allow Bidder to withdraw its Bid and terminate its contract without penalty or forfeiture of Bid Bond. Failure of the CITY to issue NTP within the specified time period shall not entitle Bidder to an adjustment of its Bid prices, unless mutually agreeable by the CITY.

A Certified Check on _____ (or)
 Cashier's Check on _____ (or) Bid Bond
 properly executed by the undersigned and by qualified surety in the
 sum of _____ representing not less than five
 percent (5%) of the total amount of Bid, made payable to the Tax
 Collector, City of Jacksonville, Florida, which the undersigned Bidder
 hereby deposits as a guarantee of good faith and which it agrees to
 forfeit to the CITY of Jacksonville, not as a penalty, but as fixed
 and liquidated damages in the event it fails to enter into Contract,
 or fail to furnish the contract bond required in accordance with the
 Special Conditions within ten (10) days after receipt of the contract.

The undersigned Bidder certifies, under penalty of perjury and contract rescission, that it has all required licenses to perform the work required to fulfill the terms of the contract resulting from a successful bid. Furthermore, the undersigned Bidder affirms that all subcontractors requiring to be licensed are listed in Appendix "C" and are properly licensed to perform work on their respective portions of this project. The successful bidder will be required to sign an affidavit in accordance with the above provision prior to award of the project.

PRESIDENT

NAME OF BIDDER

SECRETARY

SIGNATURE AND TITLE

TREASURER

BUSINESS TELEPHONE

If Corporation, Affix

EMERGENCY TELEPHONE

Corporate Seal

BUSINESS ADDRESS

CITY

STATE AND ZIP CODE

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APPENDIX A - QUANTITIES

It is understood that the quantities set forth in the Proposal Form are calculated estimates, and that payment will be made only upon the actual quantities of work authorized, complete in place, measured and accepted and as defined in the Contract Documents.

It is anticipated that the quantities set forth in the Bid Proposal Form are reasonable and will not be exceeded. During the bid process, any Bidder finding a discrepancy larger than 10% of the estimated quantity shall bring the discrepancy to the attention of the ENGINEER. The quantity estimated will be checked and if found in error, an addendum will be published and distributed to all Bidders. Notwithstanding the foregoing, however, if during construction any quantity is exceeded, the overrun must be approved by the ENGINEER prior to proceeding with work to incorporate the item in the construction. No change order for this additional work will be required other than a final change order for the amount installed, except when any one pay item is exceeded by more than 20% of the quantity listed or when the total amount of all overruns exceeds \$50,000. If any one of said quantities is adjusted greater than twenty percent (20%), then the unit price is subject to negotiation.

It is expressly understood and agreed that the foregoing Total Bid(s) is/are the basis for establishing the amount of the Bid Security and is not to be construed to be a Lump Sum Proposal.

APPENDIX B - OFF-HOURS WORK

Off-hours work as provided in Section 20.3.4 of the General Conditions is () or is not () anticipated. (Attach schedule of off-hours work if anticipated.)

APPENDIX C - LIST OF ALL SUBCONTRACTORS AND SHOP FABRICATORS

For all bids, the Bidder expressly agrees that:

1. In accordance with section 2.16.1, hereof, bidder hereby furnishes the names, addresses and the scopes of work to be performed by the following listed subcontractors, who currently possess the qualifications required pursuant to Chapter 342, Jacksonville Ordinance Code and/or Chapter 489, Florida Statutes, for their respective scope(s) of work (compliance with this section requires that Bidders furnish, at a minimum, the names and addresses of their site utilities, mechanical, electrical, plumbing and roofing subcontractors - attach additional sheets if necessary).

SCHEDULE OF LICENSED SUBCONTRACTORS

SCOPE OF WORK	NAME OF SUBCONTRACTOR	ADDRESS

- * To the extent applicable, bidders are required to indicate, as part of completing the above schedule, all scopes of work that they intend to self-perform and to provide their license numbers to evidence that they currently hold the required certifications, qualifications, or licensing necessary to self-perform the same (see § 489.131, Florida Statutes).

2. In accordance with section 2.16.2, hereof, bidder hereby furnishes the names, addresses and the scopes of work to be performed by the following listed subcontractors and/or shop fabricators, that are NOT required to be certified, qualified, or licensed in accordance with chapter 342, Jacksonville Ordinance Code and/or Chapter 489, Florida Statutes, for their respective scope(s) of work which shall: (i) list ALL subcontractors and shop fabricators for each of their respective scope(s) of work; and (ii) certify that each listed subcontractor and shop fabricator is financially responsible, properly licensed and insured, experienced and qualified to perform their respective scope(s) of work necessary to construct the project in question in a good and workmanlike manner. (Attach additional sheets if necessary)

SCHEDULE OF All SUBCONTRACTORS & SHOP FABRICATORS

SCOPE OF WORK	NAME OF SUBCONTRACTOR AND/OR SHOP FABRICATOR	ADDRESS

3. In accordance with section 2.25.1, hereof, bidder hereby furnishes the following schedule of Major Items of Equipment to be furnished and installed. (Attach additional sheets if necessary)

SCHEDULE OF MAJOR ITEMS OF EQUIPMENT

ITEM	DESCRIPTION	MANUFACTURER
NA	NA	NA

APPENDIX D - ADDENDA ACKNOWLEDGMENT

Bidder acknowledges receipt of the following addendum:

Addendum No. 1	Date: _____	Acknowledged By: _____
Addendum No. 2	Date: _____	Acknowledged By: _____
Addendum No. 3	Date: _____	Acknowledged By: _____
Addendum No. 4	Date: _____	Acknowledged By: _____

APPENDIX E - TRENCH SAFETY ACT ACKNOWLEDGMENT

TRENCH SAFETY ACT

If this project involves trench excavations which will exceed a depth of five (5) feet; pursuant to Chapter 90-96, Laws of Florida, which adopted The Occupational Safety and Health Administration's Excavation Safety Standards, 29 C.F.R. s. 1926.650, Subpart P, the requirements of the Florida Trench Safety Act will be in effect and the undersigned Bidder hereby certifies that such Act will be complied with during the construction of this project.

The undersigned Bidder acknowledges that included in the various items of the proposal and in the total bid price are costs for complying with the Florida Trench Safety Act. The Bidder further identifies the costs to be summarized below:

	Trench Safety Measure (Description)	Units of Measure (LF, SY)	Quantity	Unit Cost	Extended Cost
A.					
B.					
C.					
D.					
E.					
				TOTAL	

CONFINED SPACE ENTRY

If this project involves man entry into confined spaces as defined in the Occupational Safety and Health Administration's Safety Standards, 29 C.F.R. 1910.146, 1926.21 and all other applicable parts, the requirements of the Safety Standard will be in effect and the undersigned Bidder hereby certifies that such Standard will be complied with during the construction of this project.

The undersigned Bidder acknowledges that included in the various items of the proposal and in the total bid price are costs for complying with the Occupational Safety and Health Administration's Safety Standards for Confined Space Entry. The Bidder further identifies the costs to be summarized below:

	Entry Measure (Description)	Units of Measure (Each)	Quantity	Unit Cost	Extended Cost
A.					
B.					
C.					
D.					
E.					
				TOTAL	

Failure to complete the above may result in the bid being declared non-responsive.

APPENDIX F

Bid No. CP-0143-16**CONFLICT OF INTEREST CERTIFICATE**

Bidder must execute either Section I or Section II hereunder relative to Florida Statute 112.313. Failure to execute either Section may result in rejection of this bid proposal.

SECTION I

I hereby certify that no official or employee of the City or independent agency requiring the goods or services described in these specifications has a material financial interest in this company.

Signature	Company Name
Name of Official (Type or Print)	Business Address
	City, State, Zip Code

SECTION II

I hereby certify that the following named City official(s) and employee(s) having material financial interest(s) (in excess of 5%) in this company have filed Conflict of Interest Statements with the Supervisor of Elections, 105 East Monroe Street, Jacksonville, Duval County Florida, prior to bid opening.

Name	Title or Position	Date of Filing

Signature	Company Name
Name of Official (Type or Print)	Business Address
	City, State, Zip Code

PUBLIC OFFICIAL DISCLOSURE

Section 126.110 of the Purchasing Code requires that a public official who has a financial interest in a bid or contract make a disclosure at the time that the bid or contract is submitted or at the time that the public official acquires a financial interest in the bid or contract. Please provide disclosure, if applicable, with bid.

Public Official	
Position Held	
Position or Relationship with Bidder	

Appendix G

Project Specific Qualifications

The Bidder/Contractor and named Subcontractor shall be companies located in Duval or a surrounding county and meet the following license, experience and equipment requirements:

- The Contractor and named Subcontractor shall each currently hold and have a minimum of five (5) consecutive yrs. experience starting 2010 to present as a certified General contractor or Underground Utility and Excavation contractor in accordance with Florida Statue, Chapter 489. This Subcontractor qualification is only required if the Bidder/Contractor intends to use a Subcontractor's experience to qualify and to perform underground utility and excavation work during the life of the contract.
- The Contractor alone or Contractor and named Subcontractor in combination shall have successfully completed prior storm sewer and roadway maintenance/construction project(s) with contract amounts of at least \$20K each, totaling at least \$500K annually and totaling at least \$3.5 million during the required five (5) consecutive yrs. experience. As a combination, the Contractor shall have successfully completed a minimum of 75% of the projects dollar amount and the named Subcontractor shall have successfully completed a maximum of 25%. The contract's scope of work must have included substantial storm sewer pipe and structure repair and installation.
- The Contractor or his named Subcontractor and their named on-site supervisor, who performs Chemical Grout Repairs during the life of the Contract, shall have a minimum of three (3) years experience in performing chemical grout injection work starting 2010 to present.

Attach and Insert acceptable documented evidence that the Bidder/Contractor and named Subcontractor meet the Project Specific Qualification requirements. A list of names and contact numbers for contracts completed, contracting parties, and owners with their phone numbers, contract amounts, and a detailed description of work performed. The documentation must also include a list of equipment used to accomplish the projects, equipment owned by the Contractor and named Subcontractor and equipment available for lease by the Contractor and named Subcontractor.

Failure to provide the documented evidence with the bid submittal will automatically disqualify the bid and result in rejection.

Storm Sewer Cave-In Repair

Appendix H

SCHEDULE OF JSEB SUBCONTRACTOR/SUBCONSULTANT PARTICIPATION

NAME OF BIDDER _____

PROJECT TITLE _____

BID NUMBER _____ TOTAL BASE BID AMOUNT _____

*Please list all JSEBs

NAME OF SUB FIRM	ADDRESS OF FIRM	TYPE OF SUB (if certified)	TYPE OF WORK TO BE PERFORMED	TOTAL CONTRACT VALUE
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

The undersigned acknowledges and agrees that, if any of the above-listed JSEBs are not, for any reason, properly certified with the City, in accordance with Ordinance 2004-602, at the time of bid opening, the same will not be counted toward meeting the participation percentage goal as defined herein.

The undersigned will enter into a formal Agreement with the JSEB Suppliers/Consultants/Subcontractors identified herein for work listed in this schedule, as well as any applicable alternates, conditioned upon execution of a contract with the City of Jacksonville. Under penalties of perjury I declare that I have read the foregoing conditions and instructions and the facts are true to the best of my knowledge and beliefs.

Signature: _____ Title: _____ Date: _____
Signature of Prime Contractor

Print Name: _____

Attach additional list of subcontractors/subconsultants as needed

FORM 1

Storm Sewer Cave-In Repair

Appendix I

LETTER OF INTENT

TO PERFORM AS A SUPPLIER/CONSULTANT/SUBCONTRACTOR and to be utilized by JSEBs only

 (Name of JSEB Supplier/Consultant/Subcontractor)
NAME OF
PROJECT

BID NO

I, the undersigned, understand that the price below is representative of my intent to perform the scope of work stated below. I further understand that this price is subject to increase or decrease due to the City of Jacksonville bid requirements. All work must meet the City of Jacksonville bid specifications.

*Scope of Work

*Total Price of work to be performed or materials
to be supplied including Sales Tax

 Signature of JSEB Supplier/Consultant/
Subcontractor

 Title

 Date

*Scope of Work and Price are covered under Base Bid only.

Total price must be filled in on this form in order for participation to be considered valid. This form must be used for Letter of Intent.

FORM 2

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**Full and Fair Consideration of Ex-Offenders For
Awarded Contractor Direct Hiring**

4.1 POLICY

It is the policy of the City of Jacksonville that the rehabilitation of ex-offenders is an essential component in a community fight against criminal activity. Qualified ex-offenders must receive full and fair consideration for hire by the City of Jacksonville and by those contractors doing business with the City of Jacksonville. The hiring of ex-offenders into fair-paying jobs helps restore the economic stability of ex-offenders, perpetuates their rehabilitation, reduces recidivism and contributes to a community crime-free environment. This policy is intended to encourage companies doing business with the City of Jacksonville to provide consideration and opportunities to ex-offenders without compromising security to such companies or to the city and its citizens and without unnecessarily depriving opportunities to others. While nothing in the policy establishes a fixed quota or specific number of individuals to be hired or for a contract to be awarded, it is the policy of the City of Jacksonville to take a leading role in the rehabilitation of ex-offenders and reduce recidivism by providing meaningful employment opportunities.

4.2 DEFINITIONS

For the purpose of this Section, the following definitions apply:

Ex-Offender — a convicted person who, after sentencing, has either not been incarcerated or has completed a period of incarceration, all within three (3) years of sentencing or the completion of incarceration, whichever is later.

Convicted — having pled guilty, no contest or nolo contendere to a felony offense; or having been found guilty of a felony offense by a judge or jury, regardless of adjudication of guilt.

4.3 CONSIDERATION FOR AWARD

No contract for construction, remediation or capital improvement in an amount of \$200,000 or greater shall be awarded unless the responding bidder agrees in writing, by submission of its bid, including FORM 4A, to fully comply with Section 4 requirements as outlined herein. **Failure to submit the referenced FORM 4A at the time of bid submission may be grounds for determining a bid submission as non-responsive bid(s). The City reserves the right to reject any/all bids. A contractor complies with this section by indicating its intent on FORM 4A to provide full and fair consideration for ex-offenders who seek employment. A contractor is not required to actually employ an ex-offender at the time it bids for or is awarded a contract, subject to this policy.**

4.4 COMPLIANCE WITH THIS SECTION

Each awarded contractor will be required to report on its compliance with this section by:

- a. Reporting the efforts of the contractor to provide full and fair consideration to ex-offenders who apply for employment; and
- b. Reporting a tally, at the time of submission of progress payment(s), of ex-offenders hired and currently working; and
- c. Reporting a tally, at the time of submission of progress payment(s), of ex-offenders interviewed; and

- d. Providing an explanation as to why no ex-offenders have been hired if that is the case, including but not limited to, identifying any safety or security considerations, issues related to bonding or insurance as applicable, whether any ex-offenders applied for employment, efforts made to recruit ex-offenders for employment, and any specific impediments encountered that prevented ex-offenders from being hired;
- e. Identifying, if applicable, whether or how the work to be performed by the contractor falls within the exemptions provided in §116.1603(d), *Ordinance Code*;
- f. Without limitation and by way of example only, a contractor complies with this policy by doing any of the following: (1) notifying a rehabilitation program or provider that the contractor will interview ex-offenders for employment; (2) maintaining an employment policy that ex-offenders will be given full and fair consideration in employment; (3) indicating on recruitment literature that ex-offenders will be given full and fair consideration in employment; (4) interviewing ex-offenders for employment; (5) hiring ex-offenders for employment; (6) indicating that there was no hiring during the reporting period.

Nothing in this Section 4.4 creates any cause of action by an individual or ex-offender against the City or the contractor for failure to hire. Nothing in this Section 4.4 requires a contractor to retain an ex-offender in employment for any definite length of time. However, a contractor should give consideration to ex-offenders pursuant to this section for replacement of personnel and or additional personnel.

4.5 NON-COMPLIANCE

If an awarded contractor fails to comply with the requirement of this section, the City may withhold payment due under the contract until the awarded contractor complies with Section 4.4. Upon determination by the City that an awarded contractor is not in compliance with this section, the awarded contractor will receive written notice of such non-compliance, and the awarded contractor will be required to reply to the Notice of Non-Compliance within ten (10) days. The written response must include the required documentation to show full compliance as specified in Section 4.4 herein. **Failure to comply with the section and/or failure to respond to the Notice of Non-Compliance may result in, but not be limited to, withholding of payment(s), breach of contract, cancellation of contract, filing against performance bond(s) and disciplinary action, including contractor debarment, in accordance with Chapter 126, specifically Section 126.201(1).** In the event a dispute arises as to whether the contractor has complied with Section 4.4, the Contract Administration Section of the Public Works Department shall engage the Office of the Ombudsman of the Central Operations Department to rule whether the contractor has complied. Such determination shall be made within thirty (30) days from receipt by the Office of the Ombudsman. During the period of any contest or dispute, the contractor shall otherwise continue to perform under the contract.

**FORM 4A — Acknowledgement/Commitment Form
Full and Fair Consideration of Ex-Offenders For
Awarded Contractor Direct Hiring**

Item #8.

The bidder agrees to cooperate with the City of Jacksonville in addressing the goal of increasing public safety, reducing recidivism and securing employment for ex-offenders by affixing its signature below and by submission of a bid response. The bidder need not actually employ an ex-offender at the time of submitting its bid, but agrees to comply with Section 4 if awarded the contract. **Failure to submit signed FORM 4A at the time of bid submission may be grounds for determining a bid submission as "non-responsive," resulting in rejection of non-responsive bid(s). The City reserves the right to reject any/all bids.**

Bidder, by signing below, agrees to fully comply with Section 4 of the Bid Specifications. Compliance is based on awarded contractor reporting on its efforts to interview and/or employ ex-offenders. Such reporting shall include:

- (a) Reporting the efforts of the contractor to provide full and fair consideration to ex-offenders who apply for employment; and
- (b) Reporting a tally, at the time of submission of progress payment(s), of ex-offenders hired and currently working, or
- (c) Providing an explanation as to why no ex-offenders have been hired; including, but not limited to, identifying any safety or security considerations, issues related to bonding or insurance as applicable, whether any ex-offenders applied for employment (if known), efforts made to recruit ex-offenders for employment and any specific impediments encountered that prevented ex-offenders from being hired;
- (d) Identifying, if applicable, whether or how the work to be performed by the contractor falls within the exemptions provided in § 116.1603(d), *Ordinance Code*;
- (e) Without limitation, a contractor complies with this policy by doing any of the following: (1) notifying a rehabilitation program or provider that the contractor will interview ex-offenders for employment; (2) maintaining an employment policy that ex-offenders will be given full and fair consideration in employment; (3) indicating on recruitment literature that ex-offenders will be given full and fair consideration in employment; (4) interviewing ex-offenders for employment; (5) hiring ex-offenders for employment; (6) indicating that there was no hiring during the reporting period.

After the award of contracts, failure of the awarded contractor to comply with this policy on providing full and fair consideration to ex-offenders for employment may result in the City exercising its remedies under Section 4.5.

Name of Bidder

Authorized Signature and Title

Printed Name

Date

Project Name and Bid Number

COMPLIANCE REPORT

**Full and Fair Consideration of Ex-Offenders For
Awarded Contractor Direct Hiring**

Date

Project Name and Bid Number

Name of Contractor

Authorized Signature and Title

Printed Name

By submission of this report, it is attested that the efforts below have been utilized in providing full and fair consideration to ex-offenders in the hiring practices of the above named contractor in support of and in compliance with Section 4 of the project specifications/contract.

Please check all that apply and provide comments, if applicable.

Notified a rehabilitation program or provider to interview
ex-offenders for employment _____

Maintain/continue to maintain an employment policy that
ex-offenders will be given full and fair consideration in
employment _____

Indicate/continue to indicate on recruitment literature
that ex-offenders will be given full and fair consideration
in employment by the contractor _____

Interviewed ex-offenders for employment _____

Hired ex-offenders for employment during the reporting
period. **If checked, please indicate percentage of current
workforce made up of ex-offenders** _____.

No hiring during the reporting period _____

On a separate attachment, provide an explanation as to why no ex-offenders have been hired, including but not limited to, identifying any safety or security considerations, issues related to bonding or insurance, as applicable, whether any ex-offenders applied for employment, efforts made to recruit ex-offenders for employment and any specific impediments encountered that prevented ex-offenders from being hired.

SECTION 5
EQUAL BUSINESS OPPORTUNITY PROGRAM
PARTICIPATION PERCENTAGE PLAN FOR
JACKSONVILLE SMALL AND EMERGING BUSINESSES

A. POLICY

Pursuant to Part 6 of Chapter 126, Jacksonville Ordinance Code, the City of Jacksonville encourages the utilization and participation of Jacksonville Small and Emerging Businesses (JSEBs) in its contract awards based upon availability. It is the City's intent in adopting this program to reflect the philosophy with regard to enhancing participation of JSEBs in all areas of procurement.

Please be advised that, in order to be counted toward meeting the participation percentage goal defined herein, all JSEBs shall be certified by the City in accordance with Part 6 of Chapter 126, Jacksonville Ordinance Code, AT THE TIME OF BID OPENING.

In the event bidders are unable to obtain bids from JSEB subcontractors that equal or exceed the percentage established in the participation goals, or otherwise desire to demonstrate "good faith" efforts performed in their attempt to meet the participation percentage goal, whether or not said goal is met, they shall, at a minimum, submit at the time of bid opening a Notice of Intent to Submit a Good Faith Effort Statement.

As a supplement to a Notice of Intent to Submit a Good Faith Effort Statement, the bidder, within 48 hours after the scheduled bid opening, shall submit to the Chief of Buying & Administration Division its Good Faith Effort Statement and all documentation in support of the same, as outlined in the Good Faith Efforts categories of Section J, herein. Failure to submit the Good Faith Effort Statement and supporting documentation within 48 hours after the scheduled bid opening: (i) shall constitute a waiver of any right to have the same considered; and (ii) may result in the bid in question being rejected as non-responsive.

B. JSEB OBLIGATION

Bidders are required to make all efforts reasonably possible to ensure that JSEBs have a full and fair opportunity to compete for performance on this project. Contractors shall not discriminate on the basis of race, ethnicity, national origin or gender in the award and performance of the work under this contract.

C. ELIGIBILITY

1. To be considered eligible for contract award, the Contractor shall include with the bid/proposal an original Form 1 (Schedule of Subcontractor/Subconsultant Participation), showing:
 - a. Total percentage of JSEB work or procurement that the Prime Contractor intends to award;
 - b. The identification of the JSEB as being a subcontractor, service organization, manufacturer, or supplier;

2. In addition, each certified JSEB must submit to the prime contractor a Letter of Intent (see Section 3 of specification documents) to perform a specific task related to the project for which he or she is licensed to perform and has been certified by the City in that category. The Letter of Intent must include the JSEB subcontractor's name, the scope of work to be performed, and the dollar value of the work to be performed by the JSEB (the information contained in the Letters of Intent must reflect the information contained in the bidder's Schedule of Subcontractor/Subconsultant Participation). Copies (or faxes) of the original Letters of Intent signed by the JSEB subcontractors or suppliers may be submitted at the time of the scheduled bid opening but must be submitted within 48 hours after the scheduled bid opening to the Chief of Procurement, 117 W. Duval Street, STE 335, Jacksonville, FL 32202. Failure to submit the Letter(s) of Intent within 48 hours after the scheduled bid opening may result in the bid in question being rejected as non-responsive.

- a. All JSEBs must be subcontracted in the area that they are licensed and certified, in accordance with the requirements of Part 6, Chapter 126, Jacksonville Ordinance Code.

D. COMPLIANCE

All bidders or subcontractors participating in this project are hereby notified that failure to fully comply with the City's JSEB policy as set forth herein shall constitute a breach of contract which may result in termination of the contract or such other remedy as deemed appropriate by the Owner. Such penalties as outlined in Section 126.201, Jacksonville Ordinance Code, will apply.

E. PARTICIPATION GOALS

The following goals apply to this contract and submissions of a bid by a prospective contractor shall constitute full acceptance of all conditions outlined in the bid documents, Chapter 126, Jacksonville Ordinance Code, and the prospective contractor's bid proposal.

The attainment of JSEB participation goals established for this contract will be: (i) based upon JSEBs certified by the City AT THE TIME OF BID OPENING in accordance with Part 6 of Chapter 126, Jacksonville Ordinance Code; and (ii) measured as a percentage of the total dollar value of the contract or, in the case of alternates, the percentage is calculated on the base bid for the purpose of the award; however, the contractor is expected to make every attempt to meet or exceed the stated goals when the alternates are awarded. The goal established for this contract is:

10% PERCENT TO BE PERFORMED BY CITY CERTIFIED JSEBs AT THE TIME OF BID OPENING (ANY COMBINATION)

F. CONTRACT AWARD

The City proposes to award the contract to the responsive, responsible bidder submitting a reasonable bid, provided: (i) the bidder has met the goals for JSEB participation; or (ii) if unable to meet the goals, the bidder has timely submitted an acceptable Good Faith Effort Statement and supporting documentation that demonstrates, pursuant to Part 6 of Chapter

126, Jacksonville, Ordinance Code, a sufficient attempt to meet the JSEB participation goals as established herein. Bidders are advised that the City has sole discretion and authority to determine if any bidder has made a "Good Faith Effort." The City reserves the right to reject any or all bids submitted. The City will have discretion to reject any bid or exclude a prospective bidder from submitting a bid who has been non-responsive to JSEB program requirements without satisfactory justification accepted by the Chief of Procurement. Rejections hereunder may be timely protested pursuant to the city's Procurement Protest Procedures, a copy of which is included as part of these bid documents.

G. SUBCONTRACT CLAUSE

1. All bidders hereby agree to incorporate the JSEB participation, policy, goals, conditions and instructions in all agreements that offer JSEB participation subcontracting opportunities.
2. If a change order presents further subcontracting opportunity beyond current subcontracting, the prime contractor shall make positive efforts to further include JSEB participation.
3. The JSEB prime contractor shall perform at least 25% of the total amount of the work to be performed under this Contract with its own workforce. Subletting of any Work under this Contract shall not relieve the JSEB prime contractor of its full responsibility for the proper and timely performance and for its selection of Subcontractor (s).

H. POST AWARD REQUIREMENTS

After the award of the contract, failure on the part of the successful contractor to subcontract with JSEBs at a percentage level equal to or higher than stated on Form 1, may put the contractor in violation and is subject to penalties outlined in Chapter 126, Jacksonville Ordinance Code.

I. PAYMENT OF SUBCONTRACTORS

Prime contractors shall certify in writing that ALL subcontractors and suppliers have been paid for work and materials from previous progress payments received (less any retainage) as a condition precedent to prior to receipt of any further progress payments. Prime contractor shall have a continuing obligation to pay all subcontractors and suppliers equal to the amount of work and materials furnished on this project at the direction of the prime contractor and for which amount prime contractor includes in its request or application for payment that it submits to the city in order to induce payment for the same; otherwise, within 10 business days after receiving written notice from the city, prime contractor shall return to the city any and all amounts it has been paid by the city that prime contractor failed to pay its subcontractors or suppliers in contradiction to information contained in a corresponding request or application for payment submitted by prime contractor. Additionally, failure to comply with the requirements of this section may result in penalties imposed upon prime contractor, including without limitation those outlined in Chapter 126, Jacksonville Ordinance Code.

J. GOOD FAITH EFFORTS

Bidders who are unable to meet the stated JSEB participation goals set forth herein are required to submit: (i) a Notice of Intent to Submit a Good Faith Effort Statement at the time of bid opening; and (ii) a Good Faith Effort Statement and all supporting documentation within 48 hours after the scheduled bid opening, that demonstrate all of the bidder's efforts in the solicitation of subcontractors to meet the JSEB participation goals on this project, which will be evaluated in accordance with the factors outlined in Part 6 of Chapter 126, Jacksonville Ordinance Code, including without limitation §§ 126.613 and 126.614.

JSEB

NOTE: The City will investigate and verify information submitted in determining Good Faith Effort, and, among other factors, will compare the same with the performance of other bidders in their attempt to meet the participation goals defined herein.

K. EXCLUSIONARY AGREEMENTS

Agreements between any bidder and a JSEB in which the JSEB promises not to provide subcontracting quotations to other bidders are prohibited, and may result in both the bidder and the JSEB being subject to the penalties outlined in Chapter 126, Jacksonville Ordinance Code.

L. JOINT VENTURE SUBMITTALS

For Capital Improvement, contractors submitting as Joint Venture, must be certified as a joint venture at the time of bid opening. Information concerning submitting a bid as a Joint Venture may be obtained from the Procurement Division, 117 West Duval Street, Suite 335, Jacksonville, FL 32202, (904) 630-1184. Failure to meet the deadline for certification as a Joint Venture may deem a proposal non-responsive.

M. SUBSTITUTIONS

In the event the successful bidder / contractor wishes to make a substitution of a JSEB subcontractor or wishes to self-perform or supplement the work of a JSEB subcontractor, the bidder / contractor shall:

1. Submit satisfactory written proof of "noncompliance" to the Ombudsman (The term "noncompliance" is defined as facts and circumstances that substantially demonstrate a material breach by the subcontractor of the contract between it and the successful contractor).
2. Take no action until all information submitted has been reviewed and approved by the Ombudsman.
3. To the extent possible, substitute a certified JSEB performing the same work, as the subcontractor being replaced.

N. JSEB MONTHLY REPORT

A completed JSEB Monthly Report (See Form 3) will be included with each pay request. Prime Contractor is required to maintain records of the JSEB Monthly Reports for three (3) years.

O. CALCULATION OF JSEB PARTICIPATION

1. Credits toward the JSEB goal will be based on the percentage of work actually performed by JSEBs.
2. If a certified JSEB bidder bids as a prime contractor, it will meet the established goal by virtue of being a certified JSEB; nevertheless, JSEBs who bid as prime contractors are encouraged to make every attempt to subcontract with other JSEBs.
3. Subject to the requirements of Part 6 of Chapter 126, Jacksonville Ordinance Code, credit towards the JSEB goal allowed for a joint venture involving a JSEB will be equal to the same percentage as the percentage of ownership and control of the JSEB participants in the joint venture. The eligibility of a JSEB joint venture will be determined on a project-by project basis. A joint venture must be certified as a JSEB joint venture at the time of bid opening in order for the participation of the JSEB partner to be counted towards the JSEB goal requirement. The JSEB partner's share in the ownership, control, management responsibilities, risks and profits of the joint venture must be at least twenty-five percent (25%) and the JSEB partner must be responsible for a clearly defined portion of the work to be performed.
4. The EBO office will accept participation from certified JSEB companies that are certified at the time of bid opening, and that are immediately subordinate to subcontractors and sub-consultants, toward meeting percentage goals.
5. The EBO office will accept 100% of purchase price for materials from JSEB suppliers towards meeting JSEB percentage goals.

P. PENALTIES

Severe penalties, including without limitation those outlines in Chapter 126, Jacksonville Ordinance Code, may apply to non-compliance with the Equal Business Opportunity Program and other violations of applicable federal, state and local laws statutes, ordinances, rules and regulations.

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**CITY OF JACKSONVILLE
EQUAL BUSINESS OPPORTUNITY PROGRAM
CONSULTANT AND CONTRACTOR'S MONTHLY REPORT**

PRIME CONTRACTOR NAME: _____ PROJECT TITLE: _____
 PROFESSIONAL SERVICES (RFP) NO. _____ - OR - CITY BID NO. _____
 CURRENT CONTRACT TOTAL AMOUNT \$ _____ CITY CONTRACT NO. or PO NO. _____

INVOICE INFORMATION

INVOICE NO.: _____ CURRENT INVOICE \$: _____
 FOR PERIOD ENDING DATE: _____ CUMULATIVE INVOICED \$: _____
 CONTRACT % COMPLETE: _____

CONTRACT GOAL TRACKING

JSEB GOAL \$: _____ JSEB GOAL %: _____
 PRIOR MONTH CUMULATIVE JSEB \$: _____
 PRIOR MONTH CUMULATIVE NON- JSEB \$: _____
 CUMULATIVE JSEB \$: _____
 CUMULATIVE NON- JSEB \$: _____

FORMULA FOR CURRENT MONTH %:
CUMULATIVE \$ / CUMULATIVE \$ INVOICED

CUMULATIVE JSEB %: _____
 CUMULATIVE NON- JSEB %: _____

JSEB SUBCONTRACTORS TO BE PAID FROM THIS INVOICE

COMPANY NAME	FEDERAL I.D. NO.	ZIP CODE	JSEB TYPE ¹	TYPE OF WORK ²	\$ THIS PAYMENT
Use Sheet 2 if additional lines are needed.					TOTAL

NON-JSEB SUBCONTRACTORS TO BE PAID FROM THIS INVOICE

COMPANY NAME	FEDERAL I.D. NO.	ZIP CODE	Type	TYPE OF WORK ²	\$ THIS PAYMENT
			N/A		
			N/A		
			N/A		
			N/A		
Use Sheet 3 if additional lines are needed.					TOTAL

¹JSEB (Jacksonville Small Emerging Business)²TYPE OF WORK: Examples: Catering, Clerical, Consulting, Engineering, Hauling, Janitorial, Masonry, Site Clearing, Technical Support, etc...**FOR CITY OF JACKSONVILLE USE ONLY**

DATE PROCESSED	DOCUMENT NO.	INDEX CODE - SUBOBJECT - PROJECT NO. - DETAIL	\$ THIS PAYMENT

Notes:

- THIS MONTHLY FORM MUST BE COMPLETED AND SUBMITTED WITH ALL REQUESTS FOR PAYMENT AND FINAL PAYMENT.
- Contractor shall attach to this form a typewritten explanation of any differences in JSEB participation from original contract commitment.

Storm Sewer Cave-In Repair

SECTION 6

**EQUAL BUSINESS OPPORTUNITY PROGRAM
Set Aside Plan**

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SECTION 7

**EQUAL BUSINESS OPPORTUNITY PROGRAM
ENCOURAGEMENT PLAN**

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CITY OF JACKSONVILLE



PROCUREMENT DIVISION

214 N. Hogan Street – 8th floor, Jacksonville, Florida 32202
(904) 255-8800-Ph; (904) 255-8837-Fax; www.coj.net

PROCUREMENT PROTEST PROCEDURES

126.106(e) PROTEST PROCEDURES

- 126.106(e)(1) Purpose and Scope
- 126.106(e)(2) Definitions
- 126.106(e)(3) Timely Notice of Protest
- 126.106(e)(4) Extension Request / Supplemental Protest Documentation
- 126.106(e)(5) Delivery
- 126.106(e)(6) Process
- 126.106(e)(7) Protest Hearing Rules and Procedures
- 126.106(e)(8) Independent Agency, Board or Delegated Authority

126.106(e)(1) Purpose and Scope

(a) These protest procedures are promulgated pursuant to § 126.106(e) of the Jacksonville Ordinance Code (the "Code"), which authorizes the Chief of the Procurement Division (the "Chief") to "prepare and publish rules and regulations governing bid protests." In the event a court of competent jurisdiction declares any provision of these Procurement Protest Procedures to be unconstitutional, invalid, or otherwise unenforceable, then all remaining provisions shall be severable, valid and enforceable regardless of the invalidity of any other provision.

(b) In accordance with the procedures contained herein, any person or entity that is adversely affected by a decision or an intended decision concerning a solicitation, solicitation documents, award, or any other process or procedure prescribed in the Code and who has standing to protest said decision or intended decision under Florida law (the "Protestant"), must timely file a written Notice of Protest seeking to challenge the decision or intended decision. The issue(s) raised and the information contained in the Notice of Protest and any supplemental documentation filed in accordance with § 126.106(e)(4), hereof, must clearly identify and explain the factual and legal basis for any relief sought, and shall be the only

issue(s) and information the Protestant may present for consideration before the applicable committee.

126.106(e)(2) Definitions

For the purpose of these Bid Protest Procedures, the following definitions are provided:

(a) "Competitive solicitation" or "solicitation" shall include without limitation an invitation to bid, competitive sealed bid, multi-step competitive sealed bid, competitive sealed proposal, or a request for proposals and/or qualifications.

(b) "Posting" means the notification of solicitations, decisions or intended decision, or other matters relating to procurement on a centralized Internet website, by placing the same on the bulletin board(s) designated by the Procurement Division for this purpose, or as may be consistent with § 126.102(m) of the Code.

(c) "Exceptional purchase" means any purchase excepted by law or rule from the requirements for competitive solicitation, including without limitation purchases pursuant to §§ 126.107, 126.206, 126.207, 126.211, 126.307, 126.309, 126.311, 126.312, or 126.313 of the Code.

(d) "Electronic transfer" is limited solely to facsimile transmissions that appear legibly on paper at the place of filing.

(e) "Final Agency Action" means a final decision that results from a proceeding hereunder, and includes actions which are affirmative, negative, injunctive, or declaratory in form.

(f) "Procurement process" has the same meaning as "contract solicitation or award process."

126.106(e)(3) Timely Notice of Protest

(a) **Recommendations of Award and/or Bid Rejection.** A Protestant shall have 48 hours after either the posting or written notification of a decision or intended decision, whichever is earlier, in which to file a written Notice of Protest in order to timely challenge or seek relief from a Procurement Division recommended award of an exceptional purchase or an award or recommended conclusion to any bid or proposal solicitation process, including without limitation: (i) a recommendation to reject a bid or proposal; (ii) a contract award; or (iii) the short-listing of bidders or proposers.

(b) **Bid/Proposal Specifications and/or Requirements.** A Protestant shall have 10 business days after the posting of a solicitation or 48 hours after the posted date and time of a pre-bid or pre-proposal conference, whichever is earlier, or 48 hours after the posting of an addendum, in which to file a written Notice of Protest in order to timely challenge the requirements, terms and/or conditions contained in bid or proposal documents, including without limitation any provisions governing or establishing: (i) the basis for making the award in question; (ii) evaluation criteria; (iii) equipment, product, or material specifications; (iv) proposed project schedules; (v) statements regarding participation goals or other equal opportunity measures; or (vi) other general solicitation or project requirements.

(c) **Computation of Time -** The computation of the time limitations or periods contained herein shall be governed by and shall be pursuant to Florida Rule of Civil Procedure 1.090(a). Failure to file a written Notice of Protest within the applicable time limitation or period shall constitute a waiver of any right, remedy, or relief available hereunder.

(d) **Form and Content of the Notice of Protest -** A written Notice of Protest shall: (i) be addressed to the Chief; (ii) identify the solicitation, decision, or recommended award in question by number and title or any other language sufficient to enable the Chief to

identify the same; (iii) state the timeliness of the protest; (iv) state Protestant's legal standing to protest; and (v) clearly state with particularity the issue(s), material fact(s) and legal authority upon which the protest is based.

126.106(e)(4) Request for Extension to File Supplemental Protest Documentation

At the time of filing a timely Notice of Protest hereunder, a Protestant may request an extension of three (3) business days after the date its Notice of Protest is timely received, in which to provide supplemental protest documentation. Failure to do so or to timely submit the supplemental protest documentation shall constitute a waiver of any right to the same.

126.106(e)(5) Delivery

The timely filing of a Notice of Protest shall be accomplished when said notice is actually received by the Procurement Division within the applicable time limitation or period contained herein. Filing a notice may be accomplished by manual transfer via hand-delivery or mail to the Chief of Procurement at 214 N. Hogan Street, 8th floor, Jacksonville, Florida 32202 or by electronic transfer via facsimile to (904) 255-8837. The responsibility and burden of proof that its Notice of Protest has been timely and properly received shall rest with the Protestant, regardless as to the method of delivery employed.

126.106(e)(6) Process

(a) Upon receipt of a timely filed written Notice of Protest, the Chief or his/her designee shall schedule and provide notice of the time, date and place that the protest will be heard. The protest will be heard before the General Governmental Awards Committee ("GGAC"), the Professional Services Evaluation Committee ("PSEC"), or the Competitive Sealed Proposal Evaluation Committee ("CSPEC"), whichever is applicable. The Chief or his/her designee shall have the discretion to proceed with the solicitation or contract award process in question or to suspend the same pending the resolution of the protest. To the extent the Chief or his/her designee decides to exercise his/her discretion not to suspend the solicitation or contract award process pending the resolution of the protest, the Chief or his/her designee shall set forth in writing the particular facts and/or circumstances upon which his/her decision is based.

(b) Those persons or entities, other than the Protestant, who will be directly affected by the resolution of the protest shall be given notice of the protest hearing, and the Notice of Protest and any supplemental protest

documentation shall be made available to them upon a written request for the same.

(c) When a Notice of Protest is filed pursuant to § 126.106(e)(3)(b), hereof, the Chief or applicable awards committee chairperson shall have the discretion to direct that the solicitation in question not be opened pending the resolution of the protest.

126.106(e)(7) Protest Hearing Rules and Procedures

(a) Hearings hereunder shall be heard before the applicable committee, and shall begin with a general statement of the rules and procedures prescribed herein by a representative of the committee, followed by a general statement of the facts by a representative of the Procurement Division. Representatives of the Protestant, limited solely to its owners, officers, employees and/or legal counsel, will then be required to present its case based solely upon the issue(s) and information contained in the Notice of Protest and any timely submitted supplemental protest documentation. Those persons or entities, other than the Protestant, who have legal standing and will be directly affected by the resolution of the protest will be given an opportunity to be heard and to present information before the committee, which will be followed by a statement and the presentation of information from the Procurement Division and other governmental representatives. The Protestant must establish by the preponderance of the evidence that the protest should be granted based upon the law, facts and information presented. The committee is entitled to ask questions of any party at any time during the hearing.

(b) For hearings hereunder, the formal rules of evidence pursuant to the Florida Evidence Code may be

relaxed at the sole discretion of the presiding chairperson of the applicable committee. Hearsay evidence may be admissible and used to supplement or explain other evidence.

(c) Unless otherwise provided by the Code, the burden of proof shall rest with the Protestant. The standard of proof for proceedings hereunder shall be whether a Procurement Division recommendation or the decision or intended decision in question was clearly erroneous, arbitrary or capricious, fraudulent, or otherwise without any basis in fact or law. In any protest proceeding challenging a decision or intended decision to reject all bids, proposals, or replies, the standard of review shall be whether the decision or intended decision is illegal, arbitrary, dishonest, or fraudulent.

(d) A majority vote of the members of the applicable committee shall be required to grant a protest, hereunder; otherwise, the protest shall be denied, and, upon execution by the Mayor or his designee, said vote and/or decision of the applicable awards committee shall be posted and shall represent final agency action.


126.106(e)(8) Independent Agency, Board or Delegated Authority

If a protest is filed and the solicitation is for the benefit of an independent agency, board, or delegated authority that has its own established procurement procedure and does not use the City's procurement process and/or protest procedures, then the person or entity protesting must follow the protest procedures of that independent agency, board, or delegated authority.

CERTIFICATE OF ADOPTION AND IMPLEMENTATION

The preceding Procurement Protest Procedures are hereby adopted this 1st day of October, 2011, by the undersigned Chief of Procurement for immediate implementation, and will remain in full force and effect until such time as they may be formally revised, amended, supplemented, superseded, or abolished.

Procurement Division


Gregory Pease, Chief
City of Jacksonville

214 N. Hogan Street, 8th floor
Jacksonville, Florida 32202
(904) 255-8800 – Phone
(904) 255-8837 – Facsimile
gpease@coj.net

Storm Sewer Cave-In Repair

SECTION 9

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Storm Sewer Cave-In Repair

SECTION 10
CITY OF JACKSONVILLE, FLORIDA

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned,
 _____ as Principal and
 _____ as Surety, are hereby held and firmly
 bound unto the City of Jacksonville, Florida, in the sum of _____
 dollars (\$_____) as liquidated damages for payment of which, well and truly to be
 made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators,
 successors and assigns.

The Conditions of the above obligation are such that whereas the Principal has submitted
 to the City of Jacksonville, Florida, a certain Proposal attached hereto and hereby made part
 hereof, to enter into a Contract Agreement in writing, for construction of
 _____.

NOW THEREFORE,

- (a) If said Proposal shall be rejected or withdrawn as provided in the Instructions to Bidders attached hereto or, in the alternative,
- (b) If said Proposal shall be accepted and the Principal shall sign and deliver a formal contract document in the form of the Contract Agreement attached hereto (properly completed in accordance with said Proposal) and shall furnish the specified Bonds required by Section 12 of the Contract Documents in the amount equal to one hundred percent (100%) of the base bid within ten (10) consecutive days after the receipt of said contract,

thence this obligation shall be void, otherwise, it shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder in no event shall exceed the amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by an extension of the time within

Storm Sewer Cave-In Repair

which such Proposal may be accepted, and said Surety does hereby waive notice of any such extension.

The sum herein stated shall be due and payable to the City of Jacksonville, Florida, and the "Surety" herein agrees to pay said sum immediately upon demand of said City of Jacksonville, Florida in good and lawful money of United States of America; as liquidated damages for failure thereof of said "Principal".

IN WITNESS WHEREOF, the said _____, as "Principal" herein, has caused these presents to be signed in its name by its _____ and attested by its _____ under its corporate seal, and the said _____ as "Surety" herein, has caused these presents to be signed in its name by its _____ and attested by its _____ under its corporate seal, this _____ day of _____ A.D., 20____.

_____(SEAL)
AS PRINCIPAL

ATTEST:

Its _____

**Signed, Sealed and Delivered
in the presence of:**

Its _____

By _____

AS SURETY

Storm Sewer Cave-In Repair

C O N T R A C T

**BETWEEN
THE CITY OF JACKSONVILLE
AND**

FOR

THIS CONTRACT, Executed as of this _____ day of _____, 20____, by and between the CITY OF JACKSONVILLE, FLORIDA (hereinafter sometimes called the "Owner" or the "City"), a municipal corporation, in Duval County, Florida, and _____(hereinafter called the "Contractor") a _____ corporation with office at _____,

WITNESSETH, That for the consideration and under the provisions hereinafter stated and referred to moving from each to the other of said parties, respectively, it is mutually understood and agreed as follows:

1. That Contractor is the lowest responsive and responsible bidder for furnishing, not by way of limitation, all labor, materials, equipment and performing all operations necessary for _____, all in accordance with plans and specifications hereinafter referred to and has been awarded this Contract for said work pursuant to award made _____.

2. The Contractor will, at its own cost and expense, do the work required to be done and furnish the materials required to be furnished on said work in accordance with plans and specifications prepared by _____, bid numbered _____, bid date _____, designated as _____, and strictly in accordance with the advertisement calling for bids, plans, specifications, blueprints, addenda, requirements of

the City of Jacksonville, proposal of the said Contractor, and award therefore (hereinafter collectively called the "Contract Documents") now on file in the Office of the Division Chief of the Procurement Division of the City of Jacksonville, all of which are, by this reference, hereby specifically made a part hereof to the same extent as if fully set out herein for an amount not-to-exceed ____, at and for the prices and on the terms contained in the Contract Documents.

3. On Contractor's faithful performance of this Contract, the Owner will pay the Contractor in accordance with the terms and on the conditions stated in the Contract Documents.

4. Contractor shall submit and record all payment and performance bonds in the Official Records of Duval County, as required by Section 255.05, Florida Statutes.

5. Notwithstanding any provision to the contrary in this Contract or in the Contract Documents, the Owner has the absolute right to terminate this Contract without cause, for convenience, by giving the Contractor thirty (30) days advance written notice of the date of termination. Such notice shall be delivered by Certified United States Mail, return receipt requested; or by any other delivery method with evidence of receipt, to the Contractor's representative who signed this contract, at the address specified on the signature page.

6. If Contract is for in excess of one (1) year, insert term and renewal language.

7. This Contract and all amendments thereto may be executed in several counterparts, each of which shall be deemed to be an original, and all of such counterparts together shall constitute one and the same instrument.

Storm Sewer Cave-In Repair

8. In the event this Contract meets the statutory threshold, Contractor has certified that it is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes. Pursuant to section 287.135, F.S., contractor agrees the CITY may terminate this Contract immediately without penalty if Contractor is found to have submitted a false certification or if Contractor is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

[Remainder of page intentionally left blank. Signature page follows immediately.]

IN WITNESS WHEREOF, the parties hereto have duly executed this Contract, in duplicate, the day and year first above written.

ATTEST:

CITY OF JACKSONVILLE, FLORIDA

By _____
Corporation Secretary

By _____
Lenny Curry, Mayor

OWNER

In accordance with Section 24.103(e), of the *Ordinance Code* of the City of Jacksonville, I do hereby certify that there is an unexpended, unencumbered and unimpounded balance in the appropriation sufficient to cover the foregoing agreement; and that provision has been made for the payment of monies provided therein to be paid.

Director of Finance

[Encumbrance & funding information is found on the next page]

Form Approved:

Office of General Counsel

ATTEST:

INSERT NAME OF CONTRACTOR

Signature

Signature

Type/Print Name

Type/Print Name

Title

Title

Address:

CONTRACTOR

G:\Gov't Operations\NEILL\CONTRACT\CONTRACT MODEL 2008-2009.rtf

ENCUMBRANCE & FUNDING INFORMATION:

Account.....
Amount.....
TOTAL.....

THIS IS AN APPROVED FORM. DO NOT SUBSTITUTE OR REVISE.

CONTRACT NUMBER _____

(Contract Number to be inserted by the City of Jacksonville)

PERFORMANCE BOND

REQUIRED

BY SECTION 255.05, FLORIDA STATUTES

As to the Contractor/Principal:

Name: _____

Principal Business Address: _____

Telephone: _____

As to the Surety:

Name:

Principal Business Address:

Telephone: ()

As to the Owner of the Property/Contracting Public Entity:

Name: The City of Jacksonville, Florida (c/o Public Works Department)

Principal Business Address: 214 North Hogan Street, Jacksonville, Florida 32202

Telephone: (904) 255-8763

Description of project including address and description of improvements: _____

THIS IS AN APPROVED FORM. DO NOT SUBSTITUTE OR REVISE.**CITY OF JACKSONVILLE, FLORIDA****PERFORMANCE BOND****REQUIRED BY SECTION 255.05, FLORIDA STATUTES****KNOW ALL MEN BY THESE PRESENTS,** That _____, as Principal,

(hereinafter called "Contractor"), and _____, a
 corporation organized and existing under the laws of the State of _____ and duly
 authorized to conduct and carry on a general surety business in the State of Florida, as Surety
 (hereinafter called "Surety"), are each held and firmly bonded unto the City of Jacksonville, a
 municipal corporation in Duval County, Florida, as Obligee (hereinafter called "City"), in the
 sum of _____, lawful money of the United States of America, for the payment
 whereof Contractor and Surety bind themselves, their respective heirs, executors, administrators,
 legal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal made and entered into City Contract
 Number _____ (to be inserted by the City) (the "Contract"), dated as of the
 _____ day of _____, 20____ for _____, under Bid numbered _____, of
 Specifications entitled _____ for the City of Jacksonville, Florida, in strict accordance with
 plans and specifications prepared by _____, bid numbered _____, bid date
 _____ and any advertisement for bids for said work and the drawings, plans and
 specifications for said work and requirements of the City request for bids and award therefor and
 of the Contract and all documents included as a part of the Contract, all of which are, by this
 reference, made a part hereof to the same extent as if fully set out herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if
 Contractor shall: (1) promptly and faithfully perform the construction work and other work in the
 time and manner prescribed in said Contract, which is made a part of this Bond, by reference, in

strict compliance with the Contract requirements; and (2) perform the guarantee and maintenance of all work and materials furnished under the Contract for the time specified in the Contract; and (3) pay the City all losses, delay and disruption damages and all other damages, expenses, costs, statutory attorney's fees, including appellate proceedings, that the City sustains because of a default by Contractor under the Contract; then this Bond shall be void; otherwise it shall remain in full force and effect, both in equity and in law, in accordance with the laws and statutes of the State of Florida.

PROVIDED, that the Surety hereby waives notice of any alteration or extension of time made by the City, and any changes in or under the Contract and compliance or noncompliance with any formalities connected with the Contract or the changes does not affect Surety's obligation under this bond.

PROVIDED further, that whenever Contractor shall be declared by the City to be in default under the Contract, the City having performed the City's obligations thereunder, the Surety shall, at the City's sole option, take one (1) of the following actions:

- (1) Within a reasonable time, but in no event later than thirty (30) days, from the City's written notice of termination for default, arrange for Contractor with the City's consent, which shall not be unreasonably withheld, to complete the Contract and the Surety shall pay the City all losses, delay and disruption damages and all other damages, expenses, costs and statutory attorney's fees, including appellate proceedings, that the City sustains because of a default by the Contractor under the Contract; or
- (2) (A) Within a reasonable time, but in no event longer than sixty (60) days of the City's written notice of termination for default, award a contract to a completion contractor and issue notice to proceed. Surety shall obtain a bid or

bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible qualified bidder, award a contract; (B) alternatively, the City may elect, to have the Surety determine jointly with the City the lowest responsible qualified bidder, to have the Surety arrange for a contract between such bidder and the City, and for the Surety to make available as Work progresses sufficient funds to pay the cost of completion less the balance of the Contract price (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph). The term "balance of the Contract price", as used in this Bond, shall mean the total amount payable by the City to Contractor under the Contract and any approved change orders thereto, less the amount properly paid by the City to Contractor. (C) Either way, the Surety shall pay the City all remaining losses, delay and disruption damages, expenses, costs, and statutory attorney's fees , including appellate proceedings, that the City sustains because of a default by Contractor under the Contract; or

- (3) Within a reasonable time, but in no event later than thirty (30) days from City's notice of termination for default, waive its right to complete or arrange for completion of the Contract and, within twenty-one (21) days thereafter, determine the amount for which it may be liable to the City and tender payment to the City of any amount necessary in order for the City to complete performance of the Contract in accordance with its terms and conditions less the balance of the Contract price, and shall also indemnify and save the City harmless on account of all claims and damages arising from the Contractor's default under the Contract, and pay the City for all losses, delay and disruption

damages and other damages, expenses, costs and statutory attorney's fees, including appellate proceedings, that the City sustains because of a default of the Contractor under the Contract.

PROVIDED further, the Surety shall indemnify and save the City harmless from any and all claims and damages, arising from the Contractor's default under the Contract including, but not limited to, contractual damages, expenses, costs, injury, negligent default, or intentional default, patent infringement and actual damages (including delay and disruption damages) in accordance with the Contract, and including all other damages and assessments which may arise by virtue of failure of the product to perform or any defects in work or materials within a period of one (1) year from the date on which the Contractor receives from the City a certificate of final completion under the Contract.

PROVIDED further, that during any interim period after the City has declared Contractor to be in default but Surety has not yet remedied the default in the manner acceptable to the City, Surety shall be responsible for securing and protecting the work site including, but not limited to, the physical premises, structures, fixtures, materials, and equipment, and shall be responsible for securing and protecting materials and equipment stored off-site in accordance with the Contract.

PROVIDED further, no right of action shall accrue on this Bond to or for the use of any person or corporation other than the City named herein or the heirs, executors, administrators or successors of the City.

[Remainder of page intentionally left blank. Signature page follows immediately.]

SIGNED AND SEALED this ____ day of _____, 20____.

ATTEST:

INSERT NAME OF CONTRACTOR

Signature Signature

Type/Print Name

Title

Signed, Sealed and Delivered
in the Presence of:

Type/Print Name

Title
AS PRINCIPAL

By _____
Its _____

AS SURETY

Name of Agent: _____

Address: _____

Note. Date of Bond Must Not Be Prior to Date of Contract

Form Approved:

Office of General Counsel

THIS IS AN APPROVED FORM. DO NOT SUBSTITUTE OR REVISE.

CONTRACT NUMBER _____

(Contract Number to be inserted by the City of Jacksonville)

PAYMENT BOND

REQUIRED

BY SECTION 255.05, FLORIDA STATUTES

As to the Contractor/Principal:

Name: _____

Principal Business Address: _____

Telephone: _____

As to the Surety:

Name: _____

Principal Business Address: _____

Telephone: (____) _____

As to the Owner of the Property/Contracting Public Entity:

Name: The City of Jacksonville, Florida (c/o Public Works Department)

Principal Business Address: 214 North Hogan Street, Jacksonville, Florida 32202

Telephone: (904) _____

Description of project including address and description of improvements: _____

THIS IS AN APPROVED FORM. DO NOT SUBSTITUTE OR REVISE.

CITY OF JACKSONVILLE, FLORIDA
PAYMENT BOND REQUIRED BY
SECTION 255.05, FLORIDA STATUTES

KNOW ALL MEN BY THESE PRESENTS, that _____, hereinafter called "Principal", and _____, a corporation organized and existing under the laws of the State of _____, and duly authorized to conduct and carry on a general surety business in the State of Florida, hereinafter called "Surety", are each held and firmly bound unto the City of Jacksonville, a municipal corporation, of Jacksonville, Duval County, Florida, hereinafter called "City" or "Owner", in the penal sum of _____, in lawful money of the United States of America, for the payment whereof Principal and Surety bind themselves, their respective heirs, executors, administrators, legal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal made and entered into City Contract Number _____ (to be inserted by the City) (the "Contract"), dated as of the _____ day of _____, 20____ for _____, under Bid numbered _____, of Specifications entitled _____ for the City of Jacksonville, Florida, in strict accordance with plans and specifications prepared by _____, bid numbered _____, bid date _____ and any advertisement for bids for said work and the drawings, plans and specifications for said work and requirements of the City request for bids and award therefor and of the Contract and all documents included as a part of the Contract, all of which are, by this reference, made a part hereof to the same extent as if fully set out herein.

NOW, THEREFORE, THE CONDITION OF THIS BOND is such that if the said Principal:

(1) Promptly makes payments to all claimants, as defined in Sections 255.05 and 713.01, Florida Statutes, supplying Principal with labor, materials or supplies that are consumed or used directly or indirectly, by Principal in connection with the prosecution of the work provided for in such Contract and including all insurance premiums on the work, and including any authorized extensions or modifications of such Contract; and

(2) Defends, indemnifies and saves the City harmless from claims, demands, liens, or suits by any person or entity whose claim, demand, lien or suit is for the payment of labor, materials or equipment furnished for use in the performance of the Contract, provided the City has promptly notified the Principal and Surety of any claims, demands, liens, or suits and provided there is no failure by the City to pay the Principal as required by the Contract; and

(3) Pays the City all losses, damages, expenses, costs and attorney's fees, including appellate proceedings, that the City sustains because of the Principal's failure to promptly make payments to all claimants as provided above.

then this Bond is void; otherwise, it remains in full force and effect, both in equity and in law, in accordance with the statutes and the laws of the State of Florida and, specifically Section 255.05, Florida Statutes.

PROVIDED, no suit or action for labor, materials or supplies shall be instituted hereunder against the Principal or the Surety unless a claimant provides, to each of them, both of the proper notices, in accordance with the requirements of Section 255.05(2)(a), Florida Statutes. Both notices must be given in order to institute such suit or action.

PROVIDED further, an action, except for an action exclusively for recovery of retainage, must be instituted against the Principal or Surety on this Payment Bond within one (1) year after the performance of the labor or completion of delivery of the materials or supplies, in

accordance with the requirements of Section 255.05(2)(a), Florida Statutes.

PROVIDED further, an action exclusively for the recovery of retainage must be instituted against the Principal or Surety within one (1) year after the performance of the labor or completion of delivery of the materials or supplies, or within ninety (90) days after the Principals' receipt of final payment (or the payment estimate containing the owner's final reconciliation of quantities, if no further payment is earned and due as a result of deductive adjustments) by the Principal or surety whichever comes last, in accordance with the requirements of Section 255.05(2)(a), Florida Statutes.

PROVIDED further, that the said Surety, hereby stipulates and agrees that no change, extension of time, alteration or addition of the terms of the Contract or to the work to be performed thereunder or the specifications accompanying the same shall in any wise effect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the specifications.

[Remainder of page left blank Intentionally. Signature page follows immediately.]

SIGNED AND SEALED this _____ day of _____, 20____.

ATTEST:

INSERT NAME OF CONTRACTOR

Signature

Signature

Type/Print Name

Type/Print Name

Title

Title

AS PRINCIPAL

Signed, Sealed and Delivered
in the Presence of:

By: _____

Its

AS SURETY

Name of Agent: _____

Address: _____

Form Approved:

Office of General Counsel

Note. Date of Bond Must Not Be Prior to Date of Contract

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CITY OF JACKSONVILLE, FLORIDA

CERTIFICATE OF SUBSTANTIAL COMPLETION

CITY'S Project No. _____ ENGINEER'S Project No. _____

(Project Name)

CONTRACTOR _____

Contract For _____ Contract Date _____

This Certificate of Substantial Completion applies to all Work under the Contract Documents or to the following specified parts thereof:

To: _____
CITY

And To: _____
CONTRACTOR

The Work to which this Certificate applies has been inspected by authorized representatives of CITY, CONTRACTOR AND ENGINEER, and that Work is hereby declared to be substantially complete in accordance with the Contract Documents on

DATE OF SUBSTANTIAL COMPLETION

A tentative list of items to be completed or corrected is attached hereto. This list may not be all-inclusive, and the failure to include an item in it does not alter the responsibility of CONTRACTOR to complete all the Work in accordance with the Contract Documents. The items in the tentative list shall be completed or corrected by CONTRACTOR within _____ days of the above date of Substantial Completion.

The responsibilities between the CITY and the CONTRACTOR for security, operation, safety, maintenance, heat, utilities, insurance and warranties shall be as follows:

CONTRACTOR accepts this Certificate of Substantial Completion on
_____, 20__.

CONTRACTOR

BY _____

CITY accepts this Certificate of Substantial Completion on
_____, 2006.

CITY

BY _____

"The Remainder of this Page was Intentionally Left Blank"

S A M P L E C O P Y

(To be on Bonding Company Letterhead Stationary)

(Date)

Public Works Department
Right of Way and Grounds Maintenance
609 St. Johns Bluff Rd. N.
Jacksonville, Florida 32225

RE: Contract No. _____

Construction of _____, Jacksonville, Florida.

CONTRACTOR/Construction Company

Surety

Performance Bond No.: _____

Payment Bond No.: _____

Gentlemen:

The _____ Surety Company of _____
(City and State)
is the surety for _____ of
(CONTRACTOR/Construction Co.)
_____ in favor of the City of Jacksonville, Florida
for the work performed under the referenced contract.

Please accept this letter as consent of surety to release any and all funds
being held by the City of Jacksonville, Florida in connection with this
contract, that may be due _____
(CONTRACTOR/Construction Co.)

We also acknowledge that under the terms and conditions of the Bonds there is
a one (1) year warranty and guarantee of the project against defective
materials and/or workmanship after substantial completion during which
Contract Bonds must remain in effect, and such warranty and bonds are
automatically extended for an additional one-year period from the date of
correction of any item of defective work.

Very truly yours,

(Surety Company)_____
(Attorney-in-Fact)

cc: (CONTRACTOR/Construction Company)
(Surety Company)

IMPROVEMENTS IN PROGRESS

NAME OF PROJECT: _____

CONTRACTOR: _____

ANTICIPATED START DATE: _____

ANTICIPATED DATE OF COMPLETION: _____

PROJECT COST: \$ _____

Dear Resident:

In our continuing effort to improve the quality of life in Jacksonville, the Department of Public Works is pleased to advise you that construction will soon begin on the above referenced project. A vicinity map is included on the back of this sheet for your reference. This work may impact trees, shrubbery, fencing, etc., located near or within the City right-of-way and/or easements next to your property. As with any construction project, there may be some unavoidable inconveniences along the project route. In our effort to keep these inconveniences to a minimum, we will be happy to discuss any specific concerns you may have throughout this project.

Should you have any questions, or wish to discuss any of the work, please contact one of the following:

Contractor
Representative: _____ Phone: _____

City
Representative: _____ Phone: _____

Your understanding and cooperation throughout this project will be most appreciated and we believe you will be very pleased with the final product. We believe the work will be a significant improvement to your neighborhood.

MAP OF PROJECT VICINITY

Work in Progress Continued:

Inspector Comments:

Contractor

Inspector

REQUEST FOR INFORMATION (RFI)

PROJECT: _____ RFI #: _____

DATE: _____

CONTRACTOR: _____ CONTRACT/P.O. #: _____

REFERENCE SPECS: REFERENCE DWGS:

REQUEST: _____

SUBMITTED BY:

DATE ANSWER REQUESTED BY:

REPLY:

REPLY BY: _____ DATE: _____

THIS REPLY DOES NOT CONSTITUTE A CHANGE TO YOUR CONTRACT/PURCHASE ORDER.
IF YOU BELIEVE AN INCREASE IN PRICE OR TIME IS WARRANTED, PLEASE NOTIFY
THIS OFFICE WITHIN TEN (10) WORKING DAYS. CITY OF JACKSONVILLE,
DEPARTMENT OF PUBLIC WORKS, Right of Way Grounds Maintenance Division,
609 St. Johns Bluff Rd.N., JACKSONVILLE, FLORIDA 32225.

AS BUILT

INFORMATION PROVIDED BY:

DATE: _____
NAME: _____
ADDRESS: _____
PHONE #: _____

IN ACCORDANCE WITH CHAPTER 471, FLORIDA STATUTES, I HEREBY CERTIFY THAT THE:

_____ PAVEMENT	_____ WATER MAIN
_____ CURB & GUTTER	_____ SANITARY GRAVITY SYSTEM
_____ STORM & DRAINAGE SYSTEM	_____ FORCE MAIN
_____ UNDERDRAIN CONNECTIONS	_____ LIFT STATION

ARE AT THE HORIZONTAL AND VERTICAL LOCATIONS AS SHOWN ON THESE "AS-BUILT" DRAWINGS, AND THAT THERE ARE NOT ANY ENCROACHMENTS WITHIN THE EASEMENTS OR RIGHT-OF-WAY.

SIGNATURE _____

NAME _____

FLORIDA PROF. ENG. NO. _____

Storm Sewer Cave-In Repair

AS BUILT

INFORMATION PROVIDED BY:

DATE: _____
 NAME: _____
 ADDRESS: _____
 PHONE #: _____

I HEREBY CERTIFY THAT:

_____ PAVEMENT	_____ WATER MAIN
_____ CURB & GUTTER	_____ SANITARY GRAVITY SYSTEM
_____ STORM & DRAINAGE SYSTEM	_____ FORCE MAIN
_____ UNDERDRAIN CONNECTIONS	_____ LIFT STATION

ARE AT THE HORIZONTAL AND VERTICAL LOCATIONS AS SHOWN ON THESE
 "AS-BUILT" DRAWINGS, AND MEET THE MINIMAL TECHNICAL STANDARDS SET
 FORTH BY THE FLORIDA BOARD OF LAND SURVEYORS PURSUANT TO SECTION
 472.027 FLORIDA STATUTES AND THAT THERE ARE NOT ANY ENCROACHMENTS
 WITHIN THE EASEMENTS OR RIGHT-OF-WAY.

SIGNATURE _____
 NAME _____
 FLORIDA REG. LAND SURVEYOR'S NO. _____

AS BUILT

INFORMATION PROVIDED BY:

DATE: _____
NAME: _____
ADDRESS: _____
PHONE #: _____

I HEREBY CERTIFY THAT THE MATERIALS AND QUANTITIES USED IN THE CONSTRUCTION OF:

_____ PAVEMENT	_____ WATER MAIN
_____ CURB & GUTTER	_____ SANITARY GRAVITY SYSTEM
_____ STORM & DRAINAGE SYSTEM	_____ FORCE MAIN
_____ UNDERDRAIN CONNECTIONS	_____ LIFT STATION

ARE IN ACCORDANCE WITH THE APPROVED PLANS AND CITY SPECIFICATIONS, UNLESS OTHERWISE APPROVED BY THE CITY ENGINEER.

AUTHORIZED SIGNATURE: _____

Storm Sewer Cave-In Repair

SECTION 14



OFFICE OF MAYOR ALVIN BROWN

ST. JAMES BUILDING
117 WEST DUVAL STREET, SUITE 400
JACKSONVILLE, FLORIDA 32202

EXECUTIVE ORDER NO. 2013-05

PH: (904) 630-1776
FAX: (904) 630-2391
www.coj.net

TO: All Elected Officials, Department Heads, Division Chiefs, Independent Agencies, Authorities, Boards, Commissions and Councils

FROM: Alvin Brown, Mayor

SUBJECT: Change Orders

By virtue of the authority vested in me as Mayor by the Charter of the City of Jacksonville and by Section 20.107, *Ordinance Code*, and as the chief executive and administrative officer of the Consolidated Government, it is ordered as follows:

Repeal of Executive Order No. 94-187. This Executive Order shall nullify and supersede Executive Order No. 94-187 in order to provide guidance for the review of all Change Orders as defined herein, except for purchases made pursuant to the informal purchase provisions or the emergency provisions of Chapter 126, *Ordinance Code* (the "Purchasing Code").

Definition of Change Order. For the purposes of this Executive Order, a Change Order is defined as any written agreement between the City and a person or business entity modifying in any way an existing contract between such parties previously made pursuant to the formal purchasing provisions of Part 2 (Supplies Contractual Services and Capital Improvements), Part 3 (Professional Services Contracts), or Part 7 (Design Build Contracts), of the Purchasing Code.

Administrative Review of Change Orders. Change Orders shall be initiated by the applicable department on a form developed by the Procurement Division, which shall include without limitation the following:

- (a) signature approval by the director or designee of the requesting department;
- (b) recommendation or approval, if applicable, by the consultant(s), if any;
- (c) original maximum indebtedness of the contract, individual listing of any prior dollar amount of increases or decreases resulting from prior, properly approved Change Orders, and dollar amount of increase or decrease of the proposed Change Order;
- (d) original time period for completion of work, supply of product or the like, individual listing of any prior time extensions or reductions resulting from prior,

properly approved Change Orders, and amount of time extension or reduction of the proposed Change Order;

- (e) designation of source of funds by account number, name of account and/or other pertinent means of identification;
- (f) a full, detailed written description of the proposed change, a statement of the reasons why the proposed change is in the City's best interest, and a statement of whether the proposed change is the result of an unforeseen condition, client request or increase in scope, a reconciliation of quantities, or design error or omission; and
- (g) such other information as determined by the Chief of the Procurement Division to be necessary or desirable to carry out the provisions of this Executive Order.

Each proposed Change Order shall be transmitted by the initiating department to the Department of Finance for written certification (by email or otherwise) as to the availability of funds in accordance with Section 24.103(e) of the *Ordinance Code*, of the City of Jacksonville.

If the necessary funds are available, the proposed Change Order shall then be transmitted to the Chief of the Procurement Division. The Chief of the Procurement Division or his/her designee(s) shall review the proposed Change Order for the purpose of ensuring efficiency in purchasing and promoting good contract purchase practices and shall consider without limitation the following factors in approving or disapproving the proposed Change Order:

- (a) comparison of the maximum dollar amount of the increase or decrease of the proposed Change Order and any prior increases or decreases to the original maximum indebtedness of the contract;
- (b) comparison of unit or lump sum prices in the proposed Change Order to the unit or lump sum prices in the contract;
- (c) comparison of the scope and limits of work in the proposed Change Order to the scope and limits of work in the contract;
- (d) comparison of time extension or reduction in the proposed Change Order to the completion date and liquidated damages in the contract;
- (e) determination as to whether the proposed Change Order is a result of an unforeseen condition, client request or increase in scope, a reconciliation of quantities, or design error or omission; and
- (f) any other relevant factors as determined by the Chief of the Procurement Division which relate to efficiency in purchasing and promoting good contract purchase practices.

Having completed such review, the Chief of the Procurement Division or his/her designee shall approve or disapprove the proposed Change Order with any additional comment deemed pertinent. A disapproved proposed Change Order shall be sent back to the initiating department.

Awards Committee and Mayoral Approval. If approved by the Chief of the Procurement Division, the proposed Change Order shall be forwarded to the applicable Awards Committee (GGAC, CSPEC or PSEC) for consideration. If approved by the applicable Awards Committee, the proposed Change Order will be forwarded to the Mayor's Office for review, approval and execution by the Mayor or his/her designee and by the Corporation Secretary.

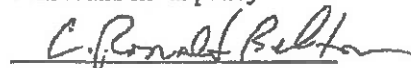
Special Rules for Change Orders on Capital Construction Projects. The following exceptions to the process described above shall apply to proposed Change Orders on contracts involving new construction, additions, improvements, repairs to structures or other capital improvements originally awarded through the GGAC:

1. A signature by the Mayor or his/her designee approving a proposed Change Order shall constitute a signature to the Change Order itself. A second signature from the Mayor's Office shall not be required for such Change Order.
2. In accordance with Sections 126.109(a) and 126.201(d)(7), *Ordinance Code*, proposed Change Orders in an amount up to 10% in the aggregate of the awarded contract value, shall not require GGAC or Mayoral approval if:
 - (a) The Director of Public Works determines that the proposed Change Order is the result of unforeseen conditions, the reconciliation of quantities, or design errors and/or omissions; and
 - (b) The proposed Change Order has followed the process set forth in the "Administrative Review of Change Orders" section of this Executive Order and is approved by (i) the Director of Public Works or his/her designee, (ii) the Director of the requesting department (if applicable), and (iii) the Chief of the Procurement Division.

Monthly Reports. All departments shall provide a monthly written report to the Chief of the Procurement Division identifying all contracts for which the respective departments have submitted Change Orders and the net sum of such Change Orders.

Timeliness. It shall be the goal of the administration to fully complete each specified review and signature turnaround process for each proposed Change Order within 2 business days or less.


Approved as to conformity
with sound fiscal policy:


Director of Finance

Approved and Issued:


Alvin Brown, Mayor

Approved as to Form:


Office of General Counsel

Approval Date:

Effective Date:

6/19/13
6/19/13



OFFICE OF THE MAYOR

JOHN A. DELANEY
MAYOR

ST. JAMES BUILDING
117 WEST DUVAL STREET
SUITE 400
JACKSONVILLE, FL 3220

EXECUTIVE ORDER 98-01

TO: All Elected Officials, Department Heads, Division Chiefs, Independent Agencies, Authorities, Boards, Commissions and Councils

FROM: John A. Delaney, Mayor

SUBJECT: City Construction Dispute Review Board (CCDRB)

By virtue of the authority vested in me as Mayor by the Charter and as Chief Executive Officer of the Consolidated Government, it is ordered:

Section 1. Background. The Mayor appointed a select committee to review and make suggestions to improve the City Purchasing Code, mindful of changes in procurement methods for professional and contractor services (PCS) since the Code was last revised. After extensive and extended review, the committee recommended, among other things, creating a dispute review board to hear claims involving PCS. This process offers an expeditious and inexpensive means for disputants to resolve their differences and benefits all parties.

Section 2. City Construction Dispute Review Board Created; Membership. There is hereby created the City Construction Dispute Review Board (CCDRB) to be composed of two (2) permanent members and two (2) non-permanent members as follows:

- (a) The Public Works Department Chief of Engineering or his designee (permanent), who shall serve as chairman.
- (b) The General Counsel or his designee (permanent).
- (c) A design professional licensed in Florida and experienced in the discipline associated with the dispute (non-permanent).
- (d) Contractor licensed in Florida and experienced in the discipline associated with the dispute (non-permanent).



Printed on Recycled Paper

15-1

EXECUTIVE ORDER 98-

The Director of Public Works (Director) shall solicit volunteers from the contractor and design professional communities to serve as non-permanent members. Volunteers shall not be compensated nor have an interest in any case before them. The Director shall maintain a current list of volunteers reflecting their disciplines, general experience, length of licensure, and education. When a matter is referred to the CCDRB, the non-permanent members shall be selected from the list maintained by the Director by mutual agreement of the Chief of Engineering and the disputing party. In the event no contractor and/or design professional volunteer on the list is acceptable to both the Chief of Engineering and the other party, the Director shall solicit additional volunteers to serve on the CCDRB to hear such case. Alternatively, the disputing parties may agree that the hearing shall continue with only the permanent members and any agreed-upon non-permanent member. The Public Works Department will provide staff support to the CCDRB.

Section 3. Purpose. The purpose of the CCDRB is to provide a non-binding dispute review service to the City and its Construction Contractors, Architects and Engineers, for claims and/or other disputes on City Capital Improvement projects. Such a process has been used in private industry where most construction disputes are resolved without trial. A copy of this order shall be appended to all City bidding and contract documents. Such documents shall also include language that any dispute cognizable under this order must be presented to the CCDRB and a decision rendered as a condition precedent to instituting any other legal action.

Section 4. Function. Upon a written request of a City department or agency or its construction contractor, architect or engineer, the Chief of Engineering shall receive a copy of the claim and statement of the dispute and any response thereto, with all supporting documentation. The CCDRB shall schedule a hearing of the interested parties within 30 calendar days after receiving all information to hear the claim, and all responses. The Florida Rules of Evidence shall apply to proceedings before the CCDRB; however, such rules may be relaxed at the discretion of the chairman. Within seven (7) business days after the dispute review proceeding concludes, the CCDRB will provide its written, non-binding determination to the parties involved. Each party may accept the CCDRB's determination, or may seek other remedies, as permitted by contract and law. Any claim not brought before the CCDRB shall be deemed legally deficient. The testimony and any unadopted decision of the CCDRB are inadmissible in any subsequent legal proceeding.

Section 5. Promulgation of Rules. As necessary, rules governing the administration and proceedings of the CCDRB may be promulgated by the Public Works Department to insure fair and timely hearings on matters referred to the CCDRB.

Section 6. Use by Independent Agency(s). Should any independent agency wish to use

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the CCDRB, it may refer disputes to the Board and the Public Works permanent member may be replaced by a designee of the Chief Executive Officer of the using agency.

Approved as to conformity with
sound fiscal policy:



Director of Administration and Finance

Approved and Issued:



Mayor

Approved as to Form:



Assistant General Counsel

Approval Date: 1/14/98

Effective Date: 1/14/98

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SECTIONS 16- 19

“These Sections were Intentionally Left Blank”

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SECTIONS 20 - 29

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SECTION 20
GENERAL CONDITIONS

20.1 DEFINITIONS:

The following terms as used in these Contract Documents are respectively defined as follows:

- 20.1.1 Addenda: Written or graphic instruments issued prior to receipt of bids which modify or interpret the Contract Documents by additions, deletions, clarifications and/or corrections.
- 20.1.2 Application for Payment: The form furnished by the CITY which is used by the CONTRACTOR in requesting progress payments.
- 20.1.3 Bid: The Proposal of the Bidder submitted on the prescribed Contract Proposal form setting forth the prices for the work to be performed.
- 20.1.4 Bidder: Any person, firm or corporation submitting a Bid for the work.
- 20.1.5 Bonds: Bid, Performance, Payment and other instruments of security, furnished by the CONTRACTOR and its Surety in accordance with the Contract Documents.
- 20.1.6 Change Order: A written amendment to the Contract prepared by the CITY and signed by the CONTRACTOR, ENGINEER and CITY authorizing revision to the work within the scope of the Contract Documents and authorizing adjustment to Contract price and/or contract time, if any, issued after execution of the Contract Agreement.
- 20.1.7 CITY: The City of Jacksonville, Florida, including any of its departments, designated agencies, or independent authorities.
- 20.1.8 CONTRACTOR: Any entity with whom the CITY has executed a contract. CONTRACTOR usually refers to the contractor on a specific project.
- 20.1.9 Contract Agreement: The written agreement between the CITY and the CONTRACTOR covering the work to be performed.
- 20.1.10 Contract Documents: The agreement subscribed to by the parties; namely, the Invitation to Bid, Instructions to Bidders, CONTRACTOR'S Proposal, Bidder's Certifications, Bid Bond, Contract Agreement, Contract Bonds, General Conditions, Employment Requirements and Wage Rates, Special Conditions, Technical Specifications, Drawings, Plans, Addenda and Change Orders.
- 20.1.11 Contract Amount or Contract Price: The total moneys payable to the CONTRACTOR under the terms and conditions of the Contract Documents.

- 20.1.12 Contract Time: The number of consecutive calendar days or the period of time stated in the Contract Documents for the completion of the work.
- 20.1.13 Council: The City Council of the City of Jacksonville.
- 20.1.14 Days: Except where otherwise specifically provided in the Contract Documents, calendar days including Saturdays, Sundays and Holidays.
- 20.1.15 Delay: This shall mean delay, disruption or hindrance.
- 20.1.16 Drawings, Plans: Drawings showing the character and scope of the work to be performed, and referred to in the Contract Documents. The term "Plans" shall also mean drawings.
- 20.1.17 ENGINEER: The Chief of the Engineering Division or that person duly appointed by the CITY to undertake the duties assigned to the ENGINEER, acting either directly or through properly authorized agents acting within the scope of the particular duties entrusted to them.
- 20.1.18 Field Modification: A modification issued by the ENGINEER which clarifies or interprets the Contract Documents in accordance with Paragraph 20.27 where no adjustment in Contract time or Contract price is involved.
- 20.1.19 Final Payment: Final Payment is considered to be any payment which includes a reduction in the five percent (5%) retainage when the project is 100% complete.
- 20.1.20 Inspector: The authorized representative of the ENGINEER, assigned to inspect any of the materials and workmanship of the CONTRACTOR to ensure compliance with the requirements of the Contract Documents.
- 20.1.21 Modification: (1) A written amendment (Titled Modification to the Contract Documents, which is time and cost neutral) signed by the ENGINEER; (2) A Change Order signed by both parties; (3) A written clarification or interpretation issued by the ENGINEER in accordance with Paragraph 20.27; or a written order for minor change or alterations in the work issued by the ENGINEER pursuant to Paragraph 20.34. A Modification may be issued only after execution of the Contract Agreements.
- 20.1.22 Owner: Except where context implies otherwise, the City of Jacksonville, Florida, including any of its departments, designated agencies or independent authorities.
- 20.1.23 Project: The entire construction to be performed as provided in the Contract Documents.
- 20.1.24 Project Engineer: The authorized representative of the ENGINEER who is assigned to the Project to ensure that all facets of construction and materials comply with the requirements of the Contract Documents. The Project

Engineer shall serve essentially as field liaison between the ENGINEER and the CONTRACTOR.

- 20.1.25 Shop Drawings: All drawings, diagrams, illustrations, brochures, schedules and other data which are prepared by the CONTRACTOR, a Subcontractor, Shop fabricator, Manufacturer, Supplier, or Distributor and which illustrate the equipment, material or some portion of the work.
- 20.1.26 Subcontractor: A person, firm or corporation having a direct contract with the CONTRACTOR or with any other subcontractor for the performance of any part of the CONTRACTOR'S obligations hereunder at the site of work, excluding, however, the furnishing of standard materials such as concrete, lumber and other materials not worked to a special design under the Plans and Specifications for the Work.
- 20.1.27 Substantial Completion: The Work (or a specified part thereof) has progressed to the point where, in the opinion of ENGINEER as evidenced by ENGINEER'S definitive certificate of Substantial Completion, it is sufficiently complete, in accordance with the Contract Documents, so that the Work (or specified part) can be utilized for the purposes for which it is intended; or if there be no such certificate issued, when final payment is due in accordance with paragraph 20.41. The terms "substantially complete" and "substantially completed" as applied to any Work refer to Substantial Completion thereof.
- 20.1.28 Work: Workmanship, materials and equipment necessary to this Contract, and any and all obligations, duties and responsibilities necessary to the successful completion of the Project assigned to or undertaken by the CONTRACTOR under the Contract Agreement, including the furnishing of all labor, materials, equipment and other incidentals.
- 20.1.29 PROGRAM MANAGEMENT FIRM(S): The authorized firm or firms and designated representative(s) retained by the CITY to perform duties as defined for all aspects of the management and oversight of planning, programming, design, and construction of projects.
- 20.1.30 Field Order Change: A written order issued by the ENGINEER which clarifies or interprets the Contract Documents in accordance with Paragraph 20.27 or orders minor changes in the work in accordance with Paragraph 20.34.
- 20.1.31 CONTRACT CONTINGENCY FUND: Amount added to the Contractor's bid to establish the CONTRACT PRICE. This funding will only be used for authorized Field Order changes. Unused funds will be deducted (in full) from the CONTRACT PRICE at the end of the project by Change Order.

20.2 GIVING OF NOTICE

- 20.2.1 Unless otherwise specified herein, any notice required under the Contract Documents shall be deemed given if deposited in the United States Mail, first class postage prepaid, addressed as follows:

If notice to the CITY or ENGINEER

Public Works Department
Attn: Chief of Engineering and Construction Management
Ed Ball Building - 10th Floor
214 North Hogan Street
Jacksonville, Florida 32202

If notice to the CONTRACTOR:

The CONTRACTOR'S name and address
as shown in its Proposal, or
latest given address.

The above addresses may be changed by written notification to the other parties shown above.

- 20.2.2 Notice may also be given by hand delivery at the above addresses or to the authorized representative of the above-named parties at the work site and, if requested, a receipt will be given therefor by the addressee.
- 20.2.3 All correspondence and/or drawings, pertinent to the work covered by these specifications shall bear the following information: Title, Bid Number, and/or Purchase Order Number, and Contract Number.
- 20.3 NOTICE TO PROCEED, PRECONSTRUCTION CONFERENCE AND WORK HOURS:
- 20.3.1 The CONTRACTOR shall begin work within ten (10) days after date of written Notice to Proceed, such notice being prepared and forwarded through the mail or otherwise by the CITY. No work shall be done prior to the date of issuance of the Notice to Proceed. The CITY shall not be liable for any damages or expenses incurred by the CONTRACTOR for any work performed or purchases made prior to the commencement date in the Notice to Proceed.
- 20.3.2 The Contract Time shall commence on the eleventh (11th) day after issuance of Notice to Proceed.
- 20.3.3 Before starting the work, a Preconstruction Conference will be held to review and determine the methods of scheduling and progress reporting of this Project, 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 ENGINEER, the CONTRACTOR, and the CONTRACTOR'S Superintendent.

20.3.4 The time allotted for completion of the project is based on a standard work week with no "off-hours" work, which is defined as work:

- (1) before 7:00 a.m. or after 5:00 p.m.; or
- (2) more than eight (8) hours per day; or,
- (3) more than forty (40) hours per week; or
- (4) on Saturdays, Sundays, or the following legal CITY holidays:
 - New Years Day
 - Martin Luther King's Birthday
 - Presidents Day
 - Memorial Day
 - Independence Day
 - Labor Day
 - Veterans Day
 - Thanksgiving Day
 - Friday after Thanksgiving Day
 - Christmas Eve Day
 - Christmas Day

The time allotted for completion was intentionally set long enough to allow for normal delays due to inclement weather, shop drawing approvals, responding to CONTRACTOR requests for information, and processing Change Orders. The bidder is presumed to have included any and all costs associated with these normal delays in its bid.

Bidders who determine that, in order to complete the project within the time allotted including said normal delays, it must work during "off-hours", should provide an "off-hours" schedule with its bid. (Failure to furnish this item with the Bid Proposal will not be construed as a defective Bid.) If no "off-hours" schedule has been submitted and the CONTRACTOR determines during the course of construction that "off-hours" work is needed, it shall request approval by the ENGINEER of an "off-hours" work schedule at least 48 hours prior to doing such "off-hours" work. The CONTRACTOR must secure the ENGINEER'S approval for any overtime work. Approval by the ENGINEER of "off-hours" work shall not be construed as authorizing an increase in the contract amount or additional cost to the CITY.

20.3.5 No "off-hours" work shall be done unless previously approved by the ENGINEER, except:

- (1) normal protective work such as maintenance of barricades, lights or pumps and tending of fires or other potentially hazardous conditions; or,
- (2) emergency work to relieve an unsafe condition or a threat of injury to persons or property; or,
- (3) extenuating circumstances such as completing a concrete pour or other work that is at a stage of construction that requires completion at the end of a normal work day.

20.3.6 Typically, the CONTRACTOR will not be responsible for the payment of the CITY'S cost of overtime inspection. However, the CONTRACTOR may be required to reimburse the CITY for overtime inspection costs in situations where overtime inspections are required on work performed solely for the convenience of the CONTRACTOR or for off-hours work resulting from avoidable delays by the CONTRACTOR or its subcontractors or suppliers. The ENGINEER shall be responsible for determining when the CONTRACTOR is to reimburse the CITY for overtime inspection costs. When reimbursement is required, the cost shall include the CITY Inspector's hourly rate times one and one-half, plus payroll costs and incidental expense related to such overtime inspection. The ENGINEER shall determine how such overtime cost shall be recovered by the CITY. **NO PAYMENT SHALL BE MADE DIRECTLY TO THE INSPECTOR.** Failure by the CONTRACTOR to reimburse the CITY for the costs of overtime inspection, after receipt of a proper invoice from the CITY, shall be grounds for the CITY to increase the retainage on future payments due the CONTRACTOR. If CITY invoices for inspector overtime have not been paid by the time the CONTRACTOR submits its final pay request, the total of all unpaid invoices shall be deducted from the CONTRACTOR'S final payment and the CONTRACTOR may be removed from the CITY'S Approved Bidders List. After a period of twelve (12) months the CONTRACTOR may apply for reinstatement.

20.4 SCHEDULE AND PROGRESS REPORTS

- 20.4.1 Scheduling and progress reporting of this Project shall be accomplished by a computerized program which develops a Critical Path giving data similar and equivalent to Primavera Project Planner, which shall be used throughout the project. During construction, the diagram and reports will be used to provide the following information:
- 20.4.1.1 Status of Project to accuracy of 30 days to determine trouble spots and if work is on schedule.
 - 20.4.1.2 Ample information to determine justification for extensions of time as requested under General Conditions, Paragraphs 20.8 and 20.34.
- 20.4.2 The CONTRACTOR shall, at the Preconstruction Conference, submit to the ENGINEER five (5) copies of a logical network diagram covering operations in the first sixty (60) days of work. After approval, the diagram will be used as a basis for review of monthly progress reports until the total project network diagram is approved.
- 20.4.3 Within 45 calendar days after the date of Notice to Proceed, five (5) copies of the proposed total project network diagram shall be submitted to the ENGINEER for approval. Activities shown on this schedule shall include all major construction operations, its proposed sequence,

submittal of shop drawings and/or samples, installation of major and critical items and the completion of the various work items within the allowed time for the Contract. Each event or node of the network shall be uniquely numbered and each activity shall be labeled with a suitable description together with an estimate of the number of working days required for the activity.

- 20.4.4 A reproducible copy of the approved network shall be transmitted to the ENGINEER within sixty (60) days after Notice to Proceed. The Critical Path shall be indicated on the network together with the cumulative number of calendar days to complete the Project. With the approved network, the CONTRACTOR shall submit two (2) copies of each of two (2) different tabulations giving this type of information: Starting Node, Ending Node, Duration in working days, Description, Earliest Start, Earliest Finish, Latest Start, Latest Finish, Total Float, Free Float.
- 20.4.5 One tabulation shall be a listing of activities in order of ascending starting node numbers. If there is more than one activity with the same starting node number, then all such activities shall be listed in order of ascending ending node numbers. The second tabulation shall be a listing of all activities in order of ascending "latest starts" as related to the start of the Project. If there is more than one activity with the same "latest start," all such activities shall be listed in order of ascending node numbers.
- 20.4.6 As an alternative to the above defined Critical Path Method, the CONTRACTOR may use the following specified Progress Charts for its schedule and progress reporting upon written approval of the Owner. Progress Charts, showing project schedule, shall be submitted to the ENGINEER at the Preconstruction Conference. Failure to submit an acceptable schedule will be considered cause for withholding payment, until an acceptable schedule has been developed.
- 20.4.7 Progress Chart shall include the following:
 - 20.4.7.1 A horizontal time scale, with a listing of the various activities required in the construction contract, including but not limited to mobilization, clearing and grubbing, line work, paving, fencing, planting, sodding, demobilization, etc. Projected construction time shall be shown as a bar for each activity, in accordance with the horizontal time scale. As construction progresses, CONTRACTOR shall graphically show progress made on each activity and show percentage of completion of that activity on the left end of the chart.
 - 20.4.7.2 A projected time/percent construction completion curve shall also be shown on the Progress Chart, with horizontal time scale matching that of the

various activity bars, and percent of completion based on construction dollars shown on the vertical axis at the right end of the chart. As construction proceeds, CONTRACTOR shall plot actual progress on a second contrasting curve. Percent construction completion, both projected and actual, shall be based on dollar value of construction projected (first curve) and completed (second curve). See attached sample sheet at the end of these General Conditions.

- 20.4.8 Each month, the CONTRACTOR shall report current project status by submitting four (4) copies of charts reflecting progress made on activities established in the project Network Diagram or Progress Chart. These charts shall include the time/construction completion curves.
- 20.4.9 When major changes in the Contract or in the order of work are made, the Network Diagram or Progress Chart shall be revised and reproducible copies shall be submitted to the ENGINEER for approval, along with four (4) copies of tabulations required for the development of the Diagrams or Charts.
- 20.4.10 If in the opinion of the ENGINEER, the CONTRACTOR falls behind in scheduled progress, as indicated by the monthly charts such that the work in place is more than 20% behind schedule, the CONTRACTOR shall take whatever steps are required to improve its progress and shall submit its revised network diagram or bar chart, tabulations, operational plans and manpower and equipment loading schedule to demonstrate the manner in which the lost progress will be regained, all without any time loss or additional cost to the CITY.
- 20.4.11 Lack of satisfactory progress, as adjudged by the ENGINEER, shall be considered grounds for the withholding of payment (in addition to any other remedy allowed at law or equity) until adequate progress, as determined by the ENGINEER, is demonstrated, with due consideration of the CONTRACTOR'S current CPM or Progress Chart, and the Contract Substantial Completion date.
- 20.4.12 Adequate progress is defined as that level of CONTRACTOR effort necessary to put the project back on schedule such that it will be ready for beneficial occupancy by the designated Substantial Completion date, or in the absence of such date, by the date of Final Acceptance.

20.5 PHOTOGRAPHIC RECORDS

- 20.5.1 The CONTRACTOR shall provide a monthly photographic record of construction progress to the ENGINEER. This record shall consist of two (2) sets of four (4) pictures each 8" x 10", color professional quality photographs. If construction is being conducted in different localities, then four (4) pictures shall be taken at each locality. The ENGINEER shall reserve the right to select the views to

be photographed. A gummed label, 1" wide, shall be attached to the front of each picture in a lower corner, with typed record of date picture was taken, ENGINEER'S project number or contract number, and brief description of times and activity covered in the picture.

- 20.5.2 The CONTRACTOR shall take the progress pictures between the 20th and 25th day of each month and submit the pictures to the ENGINEER before the end of the 27th day of each month. If the CONTRACTOR fails to submit the pictures to the ENGINEER before the 28th day of each month, the CITY reserves the right to have the pictures taken by an independent photographer and the costs associated thereto will be for the CONTRACTOR'S account.
- 20.5.3 In addition to the photographic records required during construction as stipulated above, the CONTRACTOR performing line work projects shall furnish the ENGINEER two (2) sets of 8" x 10" color print photographs taken along the entire project alignment showing existing conditions before any construction begins. Photographs are to be taken along the line of Work at intervals not exceeding 150'. For gravity sewers, these photographs shall include a view of each proposed manhole location taken from a distance not exceeding 25' and viewed toward the next manhole location.
- 20.5.4 Two (2) sets of preconstruction 8" x 10" color print photographs shall also be taken of each waterway crossing and delivered to the ENGINEER. An upstream and downstream view of each bank at the point of crossing shall be taken recording the intertidal zone and/or mean high water level. Also, a view of the line route shall be taken from each bank of the crossing and elsewhere as the ENGINEER may direct.
- 20.5.5 In addition, the CONTRACTOR shall provide unedited video tape(s) with superimposed timer and vocal commentary of the preconstruction and post construction conditions. Tape(s) shall be VHS format and shall include both sides of the right-of-way and record close attention to paved and unpaved driveways and walkways; conditions of buildings, lawns, shrubs, flowers, flower beds, and trees; conditions of pavement, mailboxes, fences, signs, planters and any other items within or adjacent to the right-of-way. The CONTRACTOR shall provide the use of a color TV monitor to the Project Engineer or Project Representative for the life of the Contract, and the tape(s) shall become a part of the ENGINEER'S permanent job records. Tape(s) should be indexed, using the timer for locations by stationing and by street intersections. This index shall be provided with each video tape and shall be attached to the tape's container.
- 20.5.6 Each photograph taken of line work projects shall have marked on a gummed label attached to the front in a lower corner, the project name, the contract number or ENGINEER'S project number, date picture was taken, location taken or station number and direction of view.

20.5.7 THIS SECTION INTENTIONALLY BLANK.

20.5.8 At the completion of the line work construction, two (2) sets of 8" x 10" color print photographs shall be taken in the same orientation and location of the preconstruction photographs and delivered to the ENGINEER.

20.6 TIME OF COMPLETION AND LIQUIDATED DAMAGES

20.6.1 When CONTRACTOR considers the entire Work ready for its intended use, CONTRACTOR shall notify ENGINEER in writing that the entire Work is substantially complete and request that the ENGINEER issue a certificate of Substantial Completion. The CONTRACTOR will include with this notification, a detailed list of any items which are not complete. Within a reasonable time thereafter, CONTRACTOR and ENGINEER shall make an inspection of the Work to determine the status of completion. If ENGINEER does not consider the Work substantially complete, ENGINEER will notify CONTRACTOR in writing giving the reasons therefor. If ENGINEER considers the Work substantially complete, ENGINEER will execute a certificate of Substantial Completion which shall fix the date thereof. There shall be attached to the certificate a list of items, if any, to be completed or corrected before final payment. At the time of delivery of the certificate of Substantial Completion ENGINEER will deliver to CONTRACTOR a written recommendation as to division of responsibilities pending final payment between CITY and CONTRACTOR with respect to security, operation, safety, maintenance, heat, utilities, insurance and warranties, which will be binding on CITY and CONTRACTOR until final payment.

20.6.2 CITY shall have the right to exclude CONTRACTOR from the Work after the date of Substantial Completion, but CITY shall allow CONTRACTOR reasonable access to complete or correct items on the list to be completed.

20.6.3 It is agreed that the rate of progress herein required to meet the Contract time allotted has been purposely made low enough to allow for the ordinary delays incident to construction work of this character. No extension of time will be made for ordinary delays, inclement weather, and accidents, and the occurrence of such will not relieve the CONTRACTOR from the necessity of maintaining this rate of progress. If delays are caused by acts of God, acts of Government, strikes, extra work, or other contingencies clearly beyond the control or responsibility of the CONTRACTOR, the CONTRACTOR shall be entitled to equal additional time to perform and complete this Contract. The ENGINEER shall certify this in writing to be justified. The CONTRACTOR will not be entitled to any additional compensation for the excusable delays noted above.

20.6.4 The Work shall be conducted in such a manner and with sufficient labor, materials, tools and equipment necessary to effect a diligent pursuit of the work through final

completion. If, in the opinion of the ENGINEER, the CONTRACTOR fails to carry out the Work in such manner, then the CITY shall have the right to take charge of the work and provide labor, materials and equipment necessary to complete the work and charge the cost of all such work against the CONTRACTOR. Payments to the CONTRACTOR for work performed may be withheld until said costs are reimbursed to the CITY.

- 20.6.5 The Work to be done under this Contract shall be substantially completed within the Contract time set forth in the Contract Documents. It is understood, and the CONTRACTOR hereby agrees, that the time limit for substantial completion of work is of essence to the Contract, and should the CONTRACTOR fail to substantially complete the Work on or before the scheduled date established in the Notice to Proceed, it is agreed unless provided otherwise in the Special Conditions, that for each calendar day any work remains substantially incomplete after the time limit specified, the amount of \$50.00 minimum for a Contract Amount up to \$50,000 plus \$10.00 additional for each additional \$10,000 or portion thereof of Contract Amount over \$50,000; shall be deducted from the monies due the CONTRACTOR, not as a penalty, but as liquidated damages, representing the additional cost of contract administration and inconvenience only. In addition to liquidated damages, the CONTRACTOR shall pay to the CITY any actual damages as well as the cost of inspection beyond the specified time for substantial completion including any extension of time granted by the CITY, such inspection cost comprised of payroll cost (direct labor plus fringe benefits) and incidental expense related to such inspection. Nothing in these Contract Documents shall be construed as precluding the CITY from recovering from the CONTRACTOR any and all actual expenses, costs and damages incurred by the CITY as a result of the CONTRACTOR'S failure to complete the Work by the completion date provided by the Contract Documents. The CONTRACTOR will have 30 calendar days to complete all work once the list of uncompleted items from the substantial completion inspection is transmitted to the CONTRACTOR. If, at the end of this 30 day period, all items of work are not satisfactorily completed, any additional time necessary for completion of the items will be subject to the liquidated damages as described above.

- 20.6.6 In accordance with Section 126.202 Jacksonville Ordinance Code, when a CONTRACTOR is more than sixty (60) days in default, the Chief of Procurement and Supply may remove the name of the CONTRACTOR from the bidder's list.

20.7 CITY'S RIGHT TO SUSPEND WORK

- 20.7.1 If the work is defective, or the CONTRACTOR fails to supply sufficient skilled workers or suitable materials or equipment, or if the CONTRACTOR fails to make prompt payments to Subcontractors or suppliers for labor, materials or equipment, the ENGINEER may order the

CONTRACTOR to stop the work, or any portion thereof, until the cause for such order has been eliminated. Any delay or other costs associated with the stoppage will be solely for the CONTRACTOR'S account.

- 20.7.2 The CITY may, at any time and without cause, suspend the work or any portion thereof by notice in writing to the CONTRACTOR. The ENGINEER shall fix the date on which work shall be resumed. The CONTRACTOR will resume the work on the date so fixed.

20.8 EXTENSION OF TIME FOR UNFORESEEABLE CAUSES

- 20.8.1 The CONTRACTOR shall not be entitled to any extension of time for completion of the work as herein above specified unless the CONTRACTOR, within five (5) days from the beginning of any delay (delay shall be meant to include delay, disruption, or hindrance), notifies the CITY and the ENGINEER in writing of such delay and the cause thereof and the ENGINEER shall determine;

20.8.1.1 That such delay arises from unforeseeable causes beyond the control and without the fault or negligence of the CONTRACTOR, including but not restricted to, acts of God; acts of public enemy; acts of the Government in either its sovereign or contractual capacity; acts or omissions of the CITY, its agents or employees; acts of another CONTRACTOR in the performance of a contract with the CITY; fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather; or delays of Subcontractors or suppliers arising from such unforeseeable causes beyond the control and without the fault or negligence of both the CONTRACTOR and its Subcontractors or suppliers. Float time in the CONTRACTOR'S schedule shall be exhausted before any time extension will be approved.

20.8.1.2 That the work cannot be completed by the CONTRACTOR within the time specified solely by reason of such causes.

- 20.8.2 No extension of time shall be granted for material delays or deliveries except in the case of national emergency or documented labor strikes.

- 20.8.3 The ENGINEER shall make a determination as soon as practicable after the CONTRACTOR'S notice is received and shall decide the amount of additional time, if any, for completion of the work which conditions justify.

- 20.8.4 **NO DAMAGES FOR DELAY; ACKNOWLEDGEMENT BY CONTRACTOR (CONSTRUCTION MANAGER)**

No Claim for damages or any other claim other than for an extension of time shall be made or asserted against the Owner

by reason of any delay, disruption, interference or hindrance. The Contractor (Construction Manager) shall not be entitled to any increase in the Contract Sum or payment or compensation of any kind from the Owner for direct, indirect, consequential, impact or other damages, including but not limited to costs of acceleration and inefficiency, arising due to delay, disruption or hindrance or interference from any cause whatsoever. Contractor's (Construction Manager's) sole remedy for delay, disruption, disruption and interference damages shall be an equitable time extension, provided that a logical time impact analysis has been provided to the Owner so as to evaluate any time extension.

Where the entire project has been suspended by active interference or fraud by the Owner; and the Contractor (Construction Manager) is required to standby and is otherwise unable, under any circumstances, to obtain replacement work, the Owner will equitably adjust the Contract, provided that the time impact analysis and the substantiation presented to the Owner for any project costs shall be by discreet accounting methods and no formulas, means or hypothetical computations shall be considered as the basis for any claim or damages.

20.9 CONTRACTOR'S RIGHT TO STOP WORK OR TERMINATE

20.9.1 If, through no act or fault of the CONTRACTOR, the Work is suspended for a period of more than ninety days by the CITY or under an order of court or other public authority, or the ENGINEER fails to act on any Application for Payment within thirty days after it is submitted, or the CITY fails to pay the CONTRACTOR any sum approved by the ENGINEER or awarded by arbitrators within thirty days of its approval and presentation, then the CONTRACTOR may, upon seven days' written notice to the CITY and the ENGINEER, terminate the Contract Agreement and recover from the CITY payment for all work executed and any expense sustained plus a reasonable profit for the work performed. In addition and in lieu of terminating the Contract Agreement, if the ENGINEER has failed to act on an Application for Payment or the CITY has failed to make any payment as aforesaid, the CONTRACTOR may upon seven days' notice to the CITY and the ENGINEER stop the work until it has been paid all amounts then due.

20.10 CITY'S RIGHT TO EXPEDITE WORK OR TERMINATE CONTRACT

20.10.1 If the CONTRACTOR is adjudged bankrupt or insolvent, or if it makes a general assignment for the benefit of its creditors, or if a trustee or receiver is appointed for the CONTRACTOR or for any of its property, or if it files a petition to take advantage of any debtors' act, or to reorganize under the bankruptcy or similar laws, or if it repeatedly fails to make prompt payments to Subcontractors or Suppliers for labor, materials or equipment or if it disregards laws, rules, regulations or orders of any public body having jurisdiction, or if it disregards the authority

of the ENGINEER, or should the CONTRACTOR any time refuse, neglect or fail to supply a sufficient number of properly skilled workmen with sufficient equipment or materials of the proper quality, or prosecute the Work with diligence and in accordance with approved schedules, or fail in the performance of any of the covenants herein contained, such refusal, neglect or failure being verified by the ENGINEER, the CITY may, after three (3) days' written notice to the CONTRACTOR and its bonding company, provide any such labor, equipment or materials and deduct the cost thereof from any money then due or thereafter to become due to the CONTRACTOR under this Contract.

- 20.10.2 Alternatively, the CITY may, after ten (10) days' written notice to the CONTRACTOR and its bonding company, terminate the employment of the CONTRACTOR for said Work, and enter upon the premises and take possession of all materials, tools and equipment thereon and finish or contract with others to finish the Work. The CONTRACTOR shall not be entitled to rental or other compensation for the use of its construction tools and equipment, but shall only be entitled to the return thereof in the condition existing when possession was taken, ordinary wear and tear excepted.
- 20.10.3 In case of such discontinuance of the employment of the CONTRACTOR, the CONTRACTOR shall not be entitled to receive any further payment under this Contract until the said Work shall be wholly finished, at which time, if the unpaid balance of the amount to be paid under this Contract shall exceed the expenses incurred by the CITY in finishing the Work, such excess shall be paid by the CITY to the CONTRACTOR, but if such expenses shall exceed the unpaid balance, the CONTRACTOR shall pay the difference from money then due or thereafter to become due to the CONTRACTOR under this Contract. The expense incurred by the CITY as herein provided for finishing the Work and the damage incurred by the CITY through such default shall be certified by the ENGINEER, whose certificate thereof shall be conclusive and binding upon the parties.
- 20.10.4 The remedies of the CITY under this Paragraph are exclusive of and in addition to any others contained in the Contract Documents, the CONTRACTOR'S bonds, or provided by law. Any retention or payment of monies by the CITY due the CONTRACTOR will not release the CONTRACTOR from liability.
- 20.10.5 Upon seven days written notice to the CONTRACTOR and the ENGINEER, the CITY may, without cause and without prejudice to any other right or remedy, elect to abandon the Project and terminate the Contract Agreement for convenience. In such case, the CONTRACTOR shall be paid for all Work executed including stored materials and demobilization costs plus a reasonable profit and overhead, not to exceed a total of 15 per cent, on the work completed.

20.11 CORRELATION, INTERPRETATION AND INTENT OF CONTRACT DOCUMENTS:

- 20.11.1 The intent of the Contract Documents is to include in the Contract Price the cost of all labor and materials, taxes, water, fuel, tools, plant, equipment, light, utilities, transportation and all other expenses as may be necessary for the proper execution of the Work.
- 20.11.2 The Contract Documents comprise the entire Agreement between the CITY and the CONTRACTOR and may be altered only by a Modification.
- 20.11.3 The Contract Documents are complementary; what is called for by one is binding as if called for by all. If the CONTRACTOR finds a conflict, error or discrepancy in the Contract Documents, the CONTRACTOR shall call it to the ENGINEER'S attention in writing before proceeding with the Work affected thereby.
- 20.11.4 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. The CONTRACTOR assumes full responsibility for having familiarized itself with the nature and extent of the Contract Documents, Work, locality, and local conditions that may in any manner affect the Work to be done.
- 20.11.5 Existing dimensions and clearances shall be verified by the CONTRACTOR before laying out the Work. Any discrepancies shall be immediately forwarded to the ENGINEER for resolution.
- 20.11.6 Any Addenda issued by the ENGINEER prior to the opening of the bids for the purposes of changing the intent of the Contract Documents or clarifying the meaning thereof shall be binding in the same way as if written therein.
- 20.11.7 The Table of Contents for the Contract Documents, or any division thereof, is included for convenience only. It does not form a part of the Contract Agreement, nor does it show the scope or disposition of the Work.
- 20.11.8 Neither the ENGINEER nor the CITY will assume any responsibility for bidding errors and/or omissions caused by failure of the CONTRACTOR or any of its Subcontractors to inspect and familiarize themselves with the complete set of Contract Documents.

20.12 COPIES OF DOCUMENTS, RECORD DOCUMENTS

- 20.12.1 The CITY will furnish to the CONTRACTOR up to six (6) copies of the Contract Documents (Plans, Specifications and

Addenda) at no cost, and as reasonably necessary for the execution of the Work. Additional copies will be furnished, upon request, at the cost of reproduction.

- 20.12.2 The 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 the ENGINEER and shall be delivered to the CITY upon completion of the Project.

20.13 WORK BY OTHERS

- 20.13.1 The CITY may perform work related to the Project with CITY personnel, or award other direct contracts therefor. In either event, the CONTRACTOR shall fully cooperate with such other CONTRACTORS and carefully schedule and fit its own Work to that provided under other contracts. The CONTRACTOR shall not commit or permit any act which will interfere with the performance of work by any other CONTRACTOR.
- 20.13.2 The CONTRACTOR shall do all cuttings, fittings or patching of the Work that may be required to make its several parts connect with the work of other Contractors as shown in, or reasonably implied, by the Contract Documents and as may be directed by the ENGINEER.
- 20.13.3 Any cost caused by defective or ill-timed work shall be borne by the party responsible therefor as determined by the ENGINEER, except the CITY shall not be responsible for any damages or costs to the CONTRACTOR as a result of delays, disruptions or hindrances caused in whole or in part by the CITY, its agents and employees.
- 20.13.4 The CONTRACTOR shall not endanger any Work by cutting, digging, or otherwise, and shall not cut or alter the work of any other CONTRACTOR without the consent of the ENGINEER.
- 20.13.5 If the performance of additional work by other CONTRACTORS or the CITY is not noted in the Contract Documents prior to the award of the Contract, written notice thereof shall be given to the CONTRACTOR prior to starting any additional work. If the CONTRACTOR believes that the performance of additional work by the CITY or others involves the CONTRACTOR in additional expense or entitles it to an extension of the Contract Time, it may make a claim therefor as provided in Paragraph 20.34.

20.14 ASSIGNMENT, SUBLETTING OR SUBCONTRACTING

- 20.14.1 The CONTRACTOR may sublet any portion of the work to qualified Subcontractor(s)--EXCEPT as provide for in Division I Section 5 or Section 6 if applicable.
- 20.14.2 Subletting of any Work under this Contract shall not relieve the CONTRACTOR of its full responsibility for the

proper and timely performance of all work required hereunder and for its selection of Subcontractor(s).

- 20.14.3 If, in the judgment of the CITY, any Subcontractor has, for any reason, failed to perform its subcontract in a satisfactory or timely manner, the CITY or ENGINEER shall advise the CONTRACTOR in writing of its determination and the CONTRACTOR shall promptly, and not later than fifteen (15) calendar days from the receipt of such advice, replace such Subcontractor with another Subcontractor agreeable to the CITY and ENGINEER unless the CONTRACTOR, with the CITY'S or ENGINEER'S consent, decides to perform the subcontracted work itself. The rights of the CITY under this Paragraph shall be in addition to the CITY'S other rights and remedies under the CONTRACTOR'S bond or otherwise.
- 20.14.4 The exercise of this right by the CITY or ENGINEER shall not be considered as a basis for an increase in cost to the CITY or an increase in contract time to the CONTRACTOR, for work performed under this Contract and neither shall be allowed.
- 20.14.5 The divisions and sections of the Contract Documents and the identifications of any Drawings shall not control the CONTRACTOR in dividing the Work among Subcontractors or delineating the Work to be performed by any trade.
- 20.14.6 In all relations, pertinent to the work, between the subcontractors and the CITY or ENGINEER, the subcontractors and its employees shall be considered as employees of the CONTRACTOR as the term "employee" is used in these specifications. Nothing contained in the Contract or specifications shall create any contractual relations between a subcontractor and the CITY. The CONTRACTOR shall be responsible to the CITY for its subcontractors.
- 20.14.7 The CITY reserves the right to let other Contracts in connection with this project. Each CONTRACTOR shall afford other CONTRACTOR'S reasonable facilities for the bringing in and storage of their materials and execution of their work.

20.15 MATERIALS AND WORKMANSHIP

- 20.15.1 All workmanship, equipment, materials and articles incorporated in the Work covered by this Contract are to be new and of the best grade (unless re-use of used materials is otherwise specified). When required, the CONTRACTOR shall furnish the ENGINEER certified copies of test results made of the materials or articles which are to be incorporated in the Work for approval. When so directed, samples of materials shall be submitted for approval. Machinery, equipment, materials and articles installed or used without such approval shall be at the risk of subsequent rejection, removal and replacement at the CONTRACTOR'S expense.

- 20.15.2 If not otherwise provided, material or work called for in this Contract shall be furnished and performed in accordance with the manufacturer's instructions and established practice and standards recognized by architects, engineers and the trade.

20.16 SUBSTITUTIONS

- 20.16.1 Whenever materials or equipment are specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the naming of the item is intended to establish the type, function and quality required. Materials or equipment of other Suppliers may be accepted by the ENGINEER if sufficient information is submitted by the CONTRACTOR to allow the ENGINEER to determine that the material or equipment proposed is equivalent or equal to that named. The procedure for review by the ENGINEER will include the following as may be modified in the Special Conditions. Requests for review of substitute items of material and equipment will not be accepted by the ENGINEER from anyone other than the CONTRACTOR. If the CONTRACTOR wishes to furnish or use a substitute item of material or equipment, the CONTRACTOR shall make written application to the ENGINEER for acceptance thereof, certifying that the proposed substitute will perform adequately the functions and achieve the results called for by the general design, be similar and of equal substance to that specified and be suited to the same use as that specified. The application will state that the evaluation and acceptance of the proposed substitute will not prejudice the CONTRACTOR'S achievement of Substantial Completion on time, whether or not acceptance of the substitute for use in the Work will require a change in any of the Contract Documents (or in the provisions of any other contract directly with the CITY for work on the Project) to adapt the design to the proposed substitute and whether or not incorporation or use of the substitute in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute from that specified will be identified in the application and available maintenance, repair and replacement service will be indicated. The application will also contain an itemized estimate of all costs that will result directly or indirectly from acceptance of such substitute, including costs of redesign and claims of other CONTRACTORS affected by the resulting change, all of which shall be considered by the ENGINEER in evaluating the proposed substitute. The ENGINEER may require the CONTRACTOR to furnish at the CONTRACTOR'S expense additional data about the proposed substitute.
- 20.16.2 If a specific means, method, technique, sequence or procedure of construction is indicated in or required by the Contract Documents, the CONTRACTOR may furnish or utilize a substitute means, method, sequence, technique or procedure of construction acceptable to the ENGINEER, if the CONTRACTOR submits sufficient information to allow the ENGINEER to determine that the substitute proposed is

equivalent to that indicated or required by the Contract Documents. The procedure for review by the ENGINEER will be similar to that provided in paragraph 20.16.1 as applied by the ENGINEER and as may be modified by the Special Conditions.

20.16.3 The ENGINEER will be allowed a reasonable time (normally a minimum of ten (10) days - excluding weekends and holidays) within which to evaluate each proposed substitute; such time shall not be deemed justification for an extension of the CONTRACTOR'S time for completion of the project. The ENGINEER will be the sole judge of acceptability, and no substitute will be ordered, installed or utilized without the ENGINEER's prior written acceptance which will be evidenced by either a Change Order or an approved Shop Drawing. The ENGINEER will record time required by the ENGINEER and the ENGINEER's consultants in evaluating substitutions proposed by the CONTRACTOR and in making changes in the Contract Documents occasioned thereby. Whether or not the ENGINEER accepts a proposed substitute, the CONTRACTOR shall reimburse the CITY for the charges of the ENGINEER and the ENGINEER's consultants for evaluating each proposed substitute.

20.16.4 The CITY may require the CONTRACTOR to furnish at the CONTRACTOR'S expense a special performance guarantee or other surety with respect to any substitute.

20.17 ROYALTIES AND PATENTS

20.17.1 The CONTRACTOR shall indemnify, defend and save harmless the CITY, and the ENGINEER from all liabilities, decrees, judgment claims or disbursements, including attorneys' fees and/or damages and expenses resulting from delay which may in any way come against or be incurred by the CITY, or the ENGINEER by reason of the use of any patented material, machinery, devices, equipment or processes furnished or used in the performance of the work under this Contract or the use by the CITY of the completed structure or by reason of the use of patented designs furnished by the CONTRACTOR and accepted by the CITY. In the event any claim, action at law or suit in equity of any kind whatsoever is made or brought against the CITY, or the ENGINEER involving any such patent rights, then the CITY shall have the right without impairment of the foregoing indemnification, to retain from the money due and to become due said CONTRACTOR a sufficient amount of money to protect these parties against loss.

20.18 COMPLIANCE WITH LAWS AND PERMITS

- 20.18.1 The CONTRACTOR shall comply with all laws, ordinances, rules and regulations bearing on the conduct of the Work and shall, unless the Contract Documents provide otherwise, at its own cost obtain all permits and licenses necessary for the prosecution of the Work, including, but not limited to, Building and other permits specified in Chapter 320 of the Jacksonville Ordinance Code.
- 20.18.2 The CONTRACTOR shall pay all fees and charges required for permits, connections to utilities, downstream pollution, concurrency management, parking meter rental/removal and any other assessments imposed on construction or initial occupancy of the project; except building permit fee as exempted by Section 320.411 of the Jacksonville Ordinance Code.
- 20.18.3 The CONTRACTOR shall be responsible for the payment of all Federal, State, or local taxes, including but not limited to sales and use taxes, applicable to the performance of this Contract and shall indemnify and hold harmless the CITY from the consequences of the CONTRACTOR'S failure to pay such taxes.
- 20.18.4 The CONTRACTOR shall indemnify and save harmless the CITY and the ENGINEER from all liabilities, decrees, judgments claims or disbursements, including attorneys fees and/or damages and expenses arising from or based upon the violation of any law, ordinance, regulation or permit whether by the CONTRACTOR, the CONTRACTOR'S employees, or sub-contractors.
- 20.18.5 Permits required for construction of facilities within and/or crossing the right-of-way of state and federal highways, railroads, and waterways shall be obtained by and at the expense of the CITY. No work shall be performed in such areas until said permits have been provided to the CONTRACTOR.
- 20.18.6 The CONTRACTOR shall comply with all conditions of permits on the project issued by Federal, State, or local governmental agencies, which are hereby incorporated into these Contract Documents, until the project is accepted by the CITY as substantially complete, unless a specific agreement otherwise is endorsed by both the CONTRACTOR and the CITY. Accordingly, the CONTRACTOR is responsible for the resolution of any issues resulting from a finding of noncompliance during construction by any of the respective regulatory agencies including all costs for delays, litigation, fines or other costs; all of which costs shall be borne by the CONTRACTOR at no cost to the CITY. Copies of the permits for this project can be found in Section 33 of this document.

20.19 CITY'S NON-DISCRIMINATION POLICY

20.19.1 In compliance with Section 126.404 of the Jacksonville Ordinance Code, the Bidder, upon affixing its signature to the Proposal and/or Contract, certifies that its firm meets and agrees to the following provisions:

- (a) The CONTRACTOR represents that it has adopted and will maintain a policy of non-discrimination against an employee or applicant for employment on account of race, religion, sex, color, national origin, age or handicap, which policy applies in all areas of employee relations throughout the term of this contract.
- (b) The CONTRACTOR agrees that on written request, it will permit reasonable access to its records of employment, employment advertisement, application forms, and other pertinent data and records by the Chief of Procurement and Supply or their designee for the purpose of investigation to ascertain compliance with the non-discrimination provisions of this Contract; provided, that the CONTRACTOR shall not be required to produce for inspection records covering periods of time more than one year prior to the date of the Contract Agreement.
- (c) The CONTRACTOR agrees that, if any of the obligations of this Contract are to be performed by a subcontractor, the provisions of Subparagraphs 20.19.1(a) and 20.19.1(b) shall be incorporated into and become a part of the Subcontract.

20.20 FEDERAL EMPLOYMENT REQUIREMENTS

20.20.1 On federally assisted projects, the attention of all Contractors and subcontractors is directed to current Labor Standards Contract Provisions, Anti-Kickback Regulations and Provisions, and associated forms including but not limited to: Certification of Nonsegregated Facilities; Certification by Proposed Prime CONTRACTOR or Subcontractor regarding Equal Employment Opportunity; Notice to Labor Unions and Other Organizations of Workers; Nondiscrimination in Employment; Weekly Statement of Compliance; and Sample Payroll Form.

20.21 FEDERAL WAGE RATES

20.21.1 Prevailing rates of pay as determined by the United States Department of Labor shall be paid to skilled and unskilled labor on Federally assisted contracts valued at over \$2,000.

20.22 AVAILABILITY OF LANDS: SURVEYS AND CONDITIONS AT THE SITE

20.22.1 The CITY will provide, as indicated in the Contract Documents and not later than the date when needed by the

CONTRACTOR, the lands upon which the Work is to be done, rights-of-way or access thereto, and such other lands which are designated for the use of the CONTRACTOR. Easements for permanent structures or permanent changes in existing facilities will be secured and paid for by the CITY, unless otherwise specified in the Contract Documents. The CONTRACTOR will provide, at its expense, all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

- 20.22.2 If, in the opinion of the ENGINEER, the Contract Documents do not reflect sufficient survey information, the CITY will, upon request, furnish to the CONTRACTOR copies of all available boundary surveys, which will establish or indicate such general reference points as in its judgment will enable the CONTRACTOR to proceed with the Work.
- 20.22.3 Unless otherwise agreed to by the CITY, the CONTRACTOR will provide all surveys necessary to commence and perform all the work. All work shall be done to the lines, grades and elevations shown on the Plans. Any Work done without being properly located may be ordered removed and replaced at the CONTRACTOR'S expense. The CONTRACTOR shall also be responsible for monumenting benchmarks, geometric curve data and all other boundaries at the conclusion of the project, to allow for future reference.
- 20.22.4 The ENGINEER may, in its sole discretion, check from time to time the reference marks, lines, grades and measurements established by the CONTRACTOR, but its exercise or failure to exercise such right shall not relieve the CONTRACTOR of its obligations under the preceding sub-paragraph.
- 20.22.5 The CONTRACTOR shall make such investigations of conditions above or below the surface of the ground as it may deem necessary for the proper and timely performance of its work, including but not limited to the making of borings. No oral representations by any persons respecting such conditions shall in any manner be binding upon the CITY or the ENGINEER.
- 20.22.6 The CITY may have, for its own use, made borings at or near the site of the work. The boring data will be made available by the ENGINEER if the CONTRACTOR, for its own convenience, desires to examine it. Any interpretations or conclusions drawn by the CONTRACTOR from such data shall be its own and the CITY makes no representation or guarantee concerning the accuracy or completeness of such data. The CONTRACTOR shall be responsible for making its own determination of subsurface soil conditions and water table variations prior to bidding and shall not assume that any water levels shown by the aforesaid boring data will necessarily be maintained at the level indicated.
- 20.22.7 If conditions are encountered at the site which are (1) subsurface or otherwise concealed physical conditions which differ materially from those indicated in the Contract

Documents or (2) unknown physical conditions of an unusual nature, which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the CONTRACTOR shall give notice to the ENGINEER promptly before conditions are disturbed and in no event later than five (5) days after first observance of the conditions. The ENGINEER will promptly investigate such condition and, if it differs materially and causes an increase or decrease in the CONTRACTOR'S cost of, or time required for, performance of any part of the work, will recommend an equitable adjustment in the Contract Price or Contract Time, or both. If the ENGINEER determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the ENGINEER shall so notify the CONTRACTOR in writing stating the reasons. Claims in opposition to such determination must be made within ten (10) days after the ENGINEER has given notice of the decision.

- 20.22.8 The CONTRACTOR shall be responsible for any encroachments on rights or property of the public or adjoining property owner and shall hold the CITY harmless because of any encroachments which may result of the CONTRACTOR'S lack of proper layout. In this regard the CONTRACTOR shall, without extra cost to the CITY, remove any work or that portion of any work that encroaches on the property of others, or that is built beyond legal building or setback limits, and shall rebuild the affected work or portion of work at the proper location and in full compliance with the Contract Documents.
- 20.22.9 The CONTRACTOR shall not (except upon written consent from the property owner) enter or occupy with men, tools or equipment any land outside the easements, rights-of-way or property of the CITY. A copy of the written consent shall be delivered to the ENGINEER prior to entry.

20.23 UTILITIES AND OTHER OBSTRUCTIONS

- 20.23.1 Information shown on the drawings related to existing utilities, whether on the surface or underground, has been provided for whatever purpose the CONTRACTOR may, at the CONTRACTOR'S risk, use it. The CONTRACTOR shall have full responsibility for reviewing and checking such information for accuracy and the CITY makes no representation or guarantee concerning the accuracy or completeness of such information.
- 20.23.2 The CONTRACTOR shall be responsible for locating all utilities either on or contiguous to the site (or payline width) and taking adequate precautions to safely protect, support and maintain such utilities during construction, whether or not such utilities are accurately shown on the Drawings. Where there is a direct conflict between an existing utility, and proposed construction and there is no provisions in the Contract Documents for resolving the

conflict, cost of resolving the conflict shall be borne by the OWNER of the utility.

- 20.23.3 If a utility not shown on the drawings of the site or within the payline is damaged by the CONTRACTOR, the cost of repair of initial damage shall be borne by the owner of the utility provided the CONTRACTOR had requested utility locates. The cost of repair for any subsequent damages by the CONTRACTOR to such utility shall be borne by the CONTRACTOR. The final decision as to responsibility for the cost of repair of damage to a utility, whether or not shown on the drawings, shall be made by the ENGINEER.
- 20.23.4 Customer service lines and other utilities that traverse a payline width are not normally shown on the Drawings and any damages thereto shall be the sole responsibility of the CONTRACTOR.
- 20.23.5 It shall be the responsibility of the CONTRACTOR to notify each utility that may be affected by proposed construction at least 72 hours prior to construction in order for the utility to locate and stake its facilities in the field. Should the CONTRACTOR encounter any unidentified utility, work in the immediate area shall cease and the ENGINEER shall be advised. Florida Statutes specifically require the CONTRACTOR to notify gas companies at least 48 hours in advance of any digging operation in the vicinity of underground gas lines.

20.24 PROTECTION OF LIFE AND PROPERTY

- 20.24.1 Throughout the performance of the work, the CONTRACTOR shall, at its own expense, construct and adequately maintain suitable and safe crossings, detours, barricades, watchmen or other safety precautions as directed by the ENGINEER.
- 20.24.2 Nothing in this section shall be construed as requiring the CONTRACTOR to provide a road patrol.
- 20.24.3 Existing poles, wires, fences, gates, curbing, paving, property line markers, trees, shrubs, landscaping, traffic signs and signals, and other structures or items, either public or private, must be preserved in place and shall be protected from damage by the CONTRACTOR. Should such items be damaged as a result of the CONTRACTOR'S operations, it shall be restored, at no additional cost to the CITY, by the CONTRACTOR to at least as good condition as that in which it was found immediately before the work was begun.
- 20.24.4 Any object, item of historical value, artifact, or other item deemed valuable by the ENGINEER, the Historical and Cultural Conservation Commission, the Museum of Science and History or any other historical organization, which is encountered within the limits of the construction shall not be damaged by the CONTRACTOR and shall remain the property of the CITY.

- 20.24.5 In the event the CONTRACTOR does not perform its obligations under the preceding paragraphs, the CITY reserves the right, at its election, to make good any damage to public or private property caused by the work of the CONTRACTOR. The cost thereof will be deducted from the CONTRACTOR'S final payment application.

20.25 USE OF JOB SITE

- 20.25.1 The CONTRACTOR shall confine its equipment, apparatus, the storage of materials and operations of its workmen to limits indicated by law, ordinances, permits or directions of the ENGINEER and shall not encumber the premises with its materials.
- 20.25.2 The CONTRACTOR shall not load or permit any part of any structure to be loaded to the extent that its safety may be endangered.
- 20.25.3 The CONTRACTOR shall not close or obstruct any portion of a street, road or private way without obtaining permits therefor from the proper authorities. If any street or private way shall be rendered unsafe by the CONTRACTOR'S operations, it shall make such repairs or provide such temporary ways or guards as shall be acceptable to the ENGINEER. Streets, roads, private ways, and walks not closed shall be maintained passable by the CONTRACTOR at its expense, and the CONTRACTOR shall assume full responsibility for the adequacy and safety of provisions made. The CONTRACTOR shall at least five (5) days in advance, notify the Traffic Engineer in writing and receive permission, with a copy to the ENGINEER, if the closure of a street is necessary. The CONTRACTOR shall be responsible for maintaining proper coordination with the Traffic Engineer and the Traffic Engineering Division of the City of Jacksonville.

20.26 ENGINEER'S STATUS DURING CONSTRUCTION

- 20.26.1 The ENGINEER shall be the CITY'S representative during the construction period. All instructions of the CITY to the CONTRACTOR shall be issued by the ENGINEER. The duties and responsibilities and the limitations of authority of the ENGINEER as the CITY'S representative during construction are set forth in these Contract Documents and shall not be extended without written consent of the CITY ENGINEER.
- 20.26.2 The ENGINEER shall observe and monitor the Work. If the ENGINEER is an employee of the CITY, he/she shall be an agent only to the extent provided in the Contract Documents. If the appointed ENGINEER is engaged as an independent Consultant, its responsibility and authority are limited as set forth in the Contract Documents. The ENGINEER has authority to stop the work whenever such stoppage may be necessary to insure the proper execution of the Contract. As the ENGINEER is, in the first instance, the interpreter of the conditions of the Contract and the judge of the CONTRACTOR'S performance, the ENGINEER shall

use its powers under the Contract to enforce the faithful performance thereof. The ENGINEER shall also, within a reasonable time, make decisions on all other matters relating to the execution and progress of the Work or the interpretation of the Contract Documents. Except as expressly provided in the Contract Documents, all the ENGINEER'S decisions shall be final. For the purposes of this Section and depending on the urgency of the matter, seven (7) days (excluding weekends and holidays) shall be considered reasonable time.

- 20.26.3 Nothing in the Contract Documents shall be construed as placing the work under the specific direction or supervision of the CITY or the ENGINEER or relieving the CONTRACTOR from its liability as an independent CONTRACTOR and, as such, it shall be solely responsible for the method, manner and means by which it shall perform its work, including, but not limited to, supervision and control of its own personnel and scheduling of the work as required to insure its proper and timely performance, and it shall be solely responsible for the exercise of due care to prevent bodily injury and damage to property in the prosecution of the work, all in accordance with the governing Sections of these Specifications.

20.27 ENGINEER'S INTERPRETATIONS AND DECISIONS

- 20.27.1 The ENGINEER will issue with reasonable promptness such written clarifications or interpretations (in the form of drawings or otherwise) as it may determine necessary for the proper execution of the work, such clarifications and interpretations to be consistent with or reasonably inferable from the overall intent of the Contract Documents. The CONTRACTOR will immediately proceed with the work in the normal schedule sequence in accordance with the ENGINEER'S determination. If the CONTRACTOR believes that a written clarification and interpretation justifies an increase in the Contract Price, it may make a claim therefor as provided in Paragraph 20.34.
- 20.27.2 The ENGINEER will be the initial interpreter of the terms and conditions of the Contract Documents and the judge of the performance thereunder. In its capacity as interpreter and judge it will exercise its best efforts to insure faithful performance by both the CITY and the CONTRACTOR. It will not show partiality to either and shall 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 initially to the ENGINEER for a decision, which it shall render in writing within a reasonable time, generally seven (7) days (excluding weekends and holidays) or less.

20.28 SHOP DRAWINGS

- 20.28.1 The term "shop drawings" as used herein includes fabrication, erection, layout and setting drawings; manufacturer's standard drawings; schedules; descriptive literature, catalogs and brochures; performance and test data; wiring and control diagrams; all other drawings and descriptive data pertaining to materials, equipment, piping, duct and conduit systems, and method of construction as may be required to show the ENGINEER that the proposed materials, equipment or systems and the position thereof are in compliance with the requirements of the Contract Documents. As used herein, the term "manufactured" applies to standard units usually mass produced, and "fabricated" means items specifically assembled or made out of selected materials to meet individual design requirements. Shop drawings shall establish the actual details of all manufactured or fabricated items; indicate proper relation to adjoining work; amplify design details of mechanical and electrical equipment in proper relation to physical spaces in the structure; and incorporate minor changes of design or construction to suit actual conditions.
- 20.28.2 The CONTRACTOR shall submit all required shop drawings with such promptness as to cause no delay in its work or in that of any other CONTRACTOR or subcontractor. No extensions of time will be granted to the CONTRACTOR because of failure to have shop drawings submitted in ample time to allow for checking, subsequent submittals and reviews, and approval. All shop drawings shall be complete in every detail, properly identified with the name and number of the Project and to the Specification paragraph number for identification of each item, and stating qualifications, departures or deviations from the Contract Documents, if any. Shop drawings for each section of the work shall be numbered consecutively and the numbering system shall be retained throughout all revisions. Each drawing shall have a clear space above the title block in the lower right-hand corner for the approval stamps of the CONTRACTOR and the ENGINEER.
- 20.28.3 The CONTRACTOR shall forward to the ENGINEER for review, five (5) prints of each drawing, plus the number of prints it desires returned, including fabrication, erection, layout and setting drawings, and such other drawings as are required under the various sections of the Specifications. Similarly, the CONTRACTOR shall submit three (3) copies plus the number of copies it desires returned of manufacturer's descriptive data for materials; equipment and fixtures, including catalog sheets showing dimensions, performance characteristics and capacities; wiring diagrams and controls; schedules; and other pertinent information as required.
- 20.28.4 Each Subcontractor shall submit all shop drawings and manufacturer's descriptive data through the CONTRACTOR for the ENGINEER'S approval. Shop drawings will not be

accepted directly from Subcontractors or Suppliers (except in special instances when specifically required by the ENGINEER). All shop drawings shall be thoroughly checked by the CONTRACTOR for completeness and for compliance with the Contract Documents before submitting them to the ENGINEER, and shall bear the CONTRACTOR'S stamp of approval certifying that it has been so checked. Any shop drawings submitted without this stamp of approval and certification and any shop drawings which in the ENGINEER'S opinion are incomplete, contain numerous errors or have not been checked or checked only superficially by the CONTRACTOR will be returned unchecked by the ENGINEER for resubmission by the CONTRACTOR.

20.28.5 In checking shop drawings, the CONTRACTOR shall verify all dimensions and field conditions and shall check and coordinate the shop drawings of any section or trade with the requirements of all other sections or trades whose work is related thereto, as required for proper and complete installation of the work. The drawings will be reviewed for compliance with design concept and will either be approved (as qualified below) or desired corrections will be requested by a "Return for Correction" stamp; however, approval of such drawings shall not be construed as a complete check nor shall it relieve the CONTRACTOR, Subcontractor, manufacturer, fabricator or supplier from ultimate responsibility for any deficiency that may exist or from any departures or deviations from the requirements of the Contract Documents unless it has, in writing, called the ENGINEER'S attention to such deviations at the time of submission and obtained written approval thereof, nor shall it relieve it from the responsibility for errors of any sort in shop drawings or schedules, nor from responsibility for proper fitting of the work, nor from the necessity of furnishing any work required by the Contract Documents which may not be indicated on shop drawings when approved. The CONTRACTOR shall be solely responsible for all quantities and dimensions which may be shown on the shop drawings. All rough-in and connections for utilities shall conform to approved equipment shop drawings.

20.28.6 The ENGINEER will review the shop drawings with reasonable promptness (normally ten (10) days minimum - excluding weekends and holidays) and will return them to the CONTRACTOR stamped to indicate the action taken. The stamp will indicate that the shop drawing is "Approved", "Approved as Noted", "Returned for Correction" or "Disapproved". Only those shop drawings stamped "Returned for Correction" or "Disapproved" shall be resubmitted for subsequent review. Resubmittals shall be in the same form and number of copies as original submittals, with notation indicating a revised submittal. Prints stamped "Approved" or "Approved as Noted" will be returned, less the five (5) sets retained by the CITY, to the CONTRACTOR, who will be responsible for distributing them to the field and Subcontractors.

- 20.28.7 When shop drawings are in the form of manufacturer's descriptive literature, catalog cuts and brochures, each copy will be stamped by the ENGINEER in the same manner as described above for Shop Drawings, indicating the action taken. Copies stamped "Approved" and "Approved as Noted" will be returned to the CONTRACTOR, who will be responsible for distributing them to the field and to Subcontractors. If stamped "Returned for Correction" or "Disapproved", the CONTRACTOR shall have the required corrections made and submit the same number of new copies for each subsequent review as was included in the original submittal until approval is obtained.
- 20.28.8 At the same time the ENGINEER returns a reviewed submittal to the CONTRACTOR, it will also forward two copies of each item stamped "Approved" or "Approved as Noted", together with any conditions of approval, to the CITY for field and office use. The ENGINEER may revoke approval of shop drawings, should field conditions so dictate.
- 20.28.9 The CONTRACTOR shall, at no extra cost to the CITY, make all changes and alterations whatsoever in work already performed or in subcontracts or orders placed prior to the approval of any and all shop drawings.
- 20.28.10 A submittal/transmittal form letter (in a format provided by the CITY) shall accompany each submittal. Each submittal shall deal with only one section of the Specifications, and shall be identified by Section Number and Contract Number. Shop drawings shall be forwarded to the ENGINEER for approval. Each drawing (or each part of a brochure) shall be listed separately on the letter and identified as indicated thereon. The CONTRACTOR shall also note on the transmittal letter any deviations that the shop drawings may have from the requirements of the Contract Documents.
- 20.28.11 After approval of shop drawings and submissions, the CONTRACTOR shall submit, if required, bound copies of detailed instructions covering the operation and maintenance of all equipment furnished under this Contract.
- 20.28.12 No work required by shop drawings shall be executed until approved by the ENGINEER and a copy stamped "Approved" is on the job site. Approval of shop drawings by the ENGINEER shall not relieve the CONTRACTOR from the responsibility of furnishing the items covered in proper size, dimensions, quantity, quality, and service characteristics to efficiently perform the requirements and reasonable inferred intent of the Contract Documents. Such approval shall not relieve the CONTRACTOR from responsibility for errors in the shop drawings or for compatibility of the item covered with other materials, equipment, assemblies, devices, products, or fixtures used in construction of the project. Should the shop drawings deviate from the Contract Documents, the CONTRACTOR shall advise the ENGINEER in writing accompanying the shop drawings, including the reason for the deviation.

20.29 SAMPLES

- 20.29.1 The term "Samples" as used herein includes natural materials, fabricated items, equipment, devices, appliances or parts thereof as called for in the Specifications, and any other samples as may be required by the ENGINEER to determine whether the kind, quality, construction, workmanship, finish, color and other characteristics of the materials, etc., proposed by the CONTRACTOR conform to the requirements of the Contract Documents. Samples approved by the ENGINEER shall establish the kind, quality and other required characteristics of the various parts of the work, and all work shall be in accordance with the approved samples.
- 20.29.2 The CONTRACTOR shall submit all required samples with such promptness as to cause no delay in its own work or in that of any other CONTRACTOR or Subcontractor. No extensions of time will be granted to the CONTRACTOR because of its failure to submit samples in ample time to allow for review and approval.
- 20.29.3 In case considerable range of color, graining, texture or other characteristics may be anticipated in finished products, a sufficient number of samples of the specified materials shall be furnished to indicate the full range of such characteristics which will be present in the finished products. Unless otherwise called for in the various sections of the Specifications, samples shall be submitted in triplicate. All samples shall be marked, tagged, or otherwise properly identified with the name of the CONTRACTOR, the name of the Project, the purpose for which the samples are submitted, and the date, and shall be accompanied by the letter of transmittal containing similar information together with the Specification paragraph number for identification of each item. Each tag or sticker shall have clear space for the approval stamps of the CONTRACTOR and the ENGINEER.
- 20.29.4 Samples of materials which are generally furnished in containers bearing the manufacturer's descriptive labels and printed application instructions shall, if not submitted in the standard containers, be supplied with such labels and application instructions.
- 20.29.5 Each Subcontractor shall submit all samples through the CONTRACTOR for the ENGINEER'S approval. All samples shall be checked by the CONTRACTOR for compliance with the Contract Documents before submitting them to the ENGINEER and shall bear the CONTRACTOR'S stamp of approval certifying that they have been so checked. If any samples are submitted without this stamp, or if in the ENGINEER'S opinion the samples are incomplete or have not been checked or only checked superficially, the CONTRACTOR will be required to re-submit additional samples until such samples are satisfactory.

- 20.29.6 The ENGINEER will review samples for aesthetics, general design and technical compliance; however, approval of such samples will not relieve the CONTRACTOR from ultimate responsibility for any departure or deviations from the requirements of the Contract Documents unless it has, in writing, directed the ENGINEER'S attention to such departures or deviations at the time of submission. The ENGINEER will pass upon the samples with reasonable promptness. If the samples are approved, they will be so stamped and the CONTRACTOR will be notified to pick them up. If the samples are not approved, the CONTRACTOR will be notified to re-submit additional samples until they are approved.
- 20.29.7 The CONTRACTOR will deliver one of each sample "Approved" or "Approved as Noted" (and so stamped) to the CITY prior to incorporation of the material in the work.
- 20.29.8 The ENGINEER may revoke approval of a sample should field conditions so dictate. In addition, the ENGINEER might make approval of field components of construction, such as concrete mixes and backfill compaction, and as called for in the Specifications.

20.30 TESTS AND INSPECTIONS

- 20.30.1 All materials and equipment prior to being incorporated in the work, shall be tested for conformance with contractual requirements. Standard items of a uniform nature may be accepted on the manufacturer's certification. Where specific performance and/or quality is referred to, it is the CONTRACTOR'S responsibility to have the necessary tests performed by qualified persons to show that the contractual requirements are being met except those tests, if any, named in the Special Conditions to be performed by the CITY. Certified test results shall be submitted promptly in quadruplicate to the ENGINEER for review. All tests shall be performed in accordance with referenced standards. Where no reference is made, tests shall be performed in accordance with the methods prescribed by the American Society for Testing and Materials or such other organization as would be applicable.

20.30.1.1 Testing Costs Borne by the CITY.

Unless provided otherwise by Special Conditions, the CITY will pay for the following tests:

1. Geotechnical investigations (generally performed during the Design Phase prior to bidding.)
2. Testing of compaction for all structural, building or utility backfills
3. Testing of concrete
4. Testing of welds
5. Testing of torque of bolts

The CONTRACTOR will pay for any retests resulting from its failure to provide work that passes required tests. Said retests shall be performed by the same testing company which failed the work.

- 20.30.2 If the Contract Documents, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, require any work to specifically be inspected, tested, or approved by someone other than the CONTRACTOR or the ENGINEER, the CONTRACTOR shall give the ENGINEER timely notice of readiness therefor. The CONTRACTOR shall furnish the ENGINEER the required certificates of inspection, testing or approval. All such tests will be in accordance with the methods prescribed by the American Society for Testing and Materials or such other applicable organization as may be required by law or the Contract Documents.
- 20.30.3 If any work required to be inspected, tested or approved is covered up without written approval or consent of the ENGINEER, it must, if directed by the ENGINEER, be uncovered for observation and/or testing at the CONTRACTOR'S expense.
- 20.30.4 Any work which fails to meet the requirements of any required test, inspection or approval and any work which meets the requirements of any test or approval, but nevertheless does not meet the requirements of the Contract Documents, shall be considered defective. Such defective work may be rejected, corrected or accepted as provided in Paragraph 20.38.
- 20.30.5 The ENGINEER may appoint inspectors to inspect any and all materials and work. Such inspection may extend to any or all parts of the work and to the preparation and manufacture of the materials to be used. The inspectors shall not be authorized to alter, revoke, enlarge or relax the provisions of the Contract Documents, nor will it be authorized to approve or accept any portion of the completed work, nor to issue instructions contrary to the Contract Documents. An inspector is placed on the work to keep the ENGINEER informed as the progress of the work and the manner in which it is being done; also to call attention of the CONTRACTOR to any infringement upon the Contract Documents. The inspector will have the authority to reject defective materials or to suspend any work that is being improperly done subject to the final decision of the ENGINEER.
- 20.30.6 Neither observations by the ENGINEER nor inspections, tests or approvals by persons other than the CONTRACTOR shall relieve the CONTRACTOR from its obligations to perform all work in accordance with the requirements of the Contract Documents.
- 20.30.7 Upon completion and prior to acceptance of the installation, all major equipment shall be subjected to

operating field tests to determine satisfactory functioning and operation. The equipment shall be operated by and at the expense of the CONTRACTOR. The CONTRACTOR shall submit to the ENGINEER for approval, an outline of the test sequence and a schedule indicating the estimated time required to complete the tests.

- 20.30.8 Unless otherwise provided in the Contract Documents, acceptance by the CITY shall be made as promptly as practicable after completion and inspection of all work required by the Contract Documents. Acceptance shall be final and conclusive except as regards latent defects, fraud, or such gross mistakes as may amount to fraud, or as regards the CITY'S rights under any warranty or guarantee.
- 20.30.9 Until the final acceptance of the project by the CITY, it shall be under the charge and care of the CONTRACTOR, who shall take every precaution to protect the work from damage by the elements or from any cause whatsoever and it shall repair and make good at its own expense any such damage. The CONTRACTOR shall provide and maintain suitable, strong and substantial barricades and signs wherever necessary to protect the public and users of the facility. These signs and barricades shall be kept lighted from sunset to sunrise with suitable properly colored lights.

20.31 CONTRACTOR'S SUPERVISION AND SUPERINTENDENT

- 20.31.1 The CONTRACTOR shall supervise and direct the work efficiently and with its best skill and attention and shall be solely responsible for the means, methods, techniques, sequences and procedures of construction. It shall be the CONTRACTOR'S responsibility to carefully study and compare the Contract Documents and to check and verify all figures shown thereon and all field measurements.
- 20.31.2 In case of discrepancy in the Plans, the matter shall be immediately submitted to the ENGINEER without whose decision said discrepancy shall not be adjusted by the CONTRACTOR, save only at its own risk and expense.
- 20.31.3 The CONTRACTOR shall be responsible for ensuring that the finished work complies accurately with the Contract Documents.
- 20.31.4 At all times during its progress from commencement of construction through completion of the Substantial Completion punchlist items, except when work on this project is suspended in accordance with Section 20.7 herein or as specified below, the CONTRACTOR shall keep on the work site a full-time resident superintendent satisfactory to the ENGINEER. The superintendent shall be designated at the Preconstruction Conference, shall not be replaced without the written consent of the ENGINEER and shall not be assigned to any other Project. The superintendent shall be the CONTRACTOR'S representative at the site and shall have complete authority to act on behalf of the CONTRACTOR.

All communications given to the superintendent shall be as binding as if given to the CONTRACTOR.

On construction contracts with a value of less than \$1,500,000 the requirement for having a full-time on-site superintendent will be waived and the following requirements will apply:

<u>Project Construction Cost</u>	<u>% of Time (Daily) Superintendent Is To Be On-Site</u>
Less than \$350,000	4 hours/day
\$350,001 to \$800,000	5 hours/day
\$800,001 to \$1,500,000	6 hours/day

When not on-site, the superintendent shall be available to the CONTRACTOR'S personnel, its subcontractors and the CITY by telephone or radio and shall be able to be on-site in 1 hour or less, should their presence be required for any reason.

This reduction in the on-site superintendent requirement in no way releases the CONTRACTOR from its responsibility to supervise the work of its personnel/subcontractors, maintain safety, maintain environmental and traffic controls or, any other responsibility assigned under this contract.

- 20.31.5 Any person employed on the work who shall be deemed to be incompetent by the ENGINEER, or shall be guilty of any disorderly conduct or shall trespass on any property in the vicinity of the work shall be removed from the work at once by the CONTRACTOR at the request of the CITY or ENGINEER.
- 20.31.6 Neither the CITY nor the ENGINEER will be responsible for the acts or omissions of the CONTRACTOR, or any Subcontractors, or any of its agents or employees, or any other persons performing any of the work.
- 20.31.7 If the CONTRACTOR does not have a local office, a field office with telephone and facsimile facilities shall be provided by the CONTRACTOR during the full period of the Contract.

20.32 SAFETY, PROTECTION AND EMERGENCIES

- 20.32.1 The CONTRACTOR shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. It shall give all notices and comply with all applicable laws, ordinances, rules, regulations, and lawful orders of any public authority; and take all necessary precautions for the safety of, and provide the necessary protection to prevent damage, injury, or loss to the following:

- 20.32.1.1 All employees and subcontractors on the work, the public, and all other persons who may be affected thereby, including the CITY'S employees and its agents.
- 20.32.1.2 All the work completed and in progress and all materials or equipment to be incorporated therein whether in storage on or off the site.
- 20.32.1.3 Other public or private 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.
- 20.32.2 The CONTRACTOR shall comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. It shall erect and maintain, as required by the conditions and progress of the work, all necessary safeguards for safety and protection, including posting danger signs, barricades, and other warnings against hazards and promulgating safety regulations. It shall notify owner's of adjacent properties and utilities when prosecution of the work may affect them. The use of explosives is strictly prohibited. Machinery, equipment, and all hazards shall be guarded or eliminated in accordance with the recommended safety provisions of the Manual of Accident Prevention in Construction published by the Associated General Contractors of America, to the extent that such provisions are contradictory to applicable laws.
- 20.32.3 The CONTRACTOR shall provide proper facilities, take all necessary precautions and assume the entire cost for protecting the work against weather conditions and for handling all storm, flood and ground water, sewage, or other seepage, that may be encountered during the performance of the Contract. The manner of providing for such contingencies and for carrying on the work in freezing weather shall meet with the approval of the ENGINEER. If the CONTRACTOR shall fail to provide adequate protection or in the event of emergencies, the CITY may provide such protection at the CONTRACTOR'S expense and deduct its costs from the Contract amount or the CONTRACTOR'S next application for payment, at the Owner's option.
- 20.32.4 The CONTRACTOR assumes all risk of damage to or destruction of the work covered by this contract until the work is completed and accepted by the CITY and shall repair or replace, at its expense, any work damaged or destroyed prior to such completion and acceptance regardless of cause, including flood, tides, fire, or any other natural disaster.
- 20.32.5 In emergencies affecting the safety of persons or the work or property at the site or adjacent thereto, the

CONTRACTOR, without special instructions or authorization from the ENGINEER or CITY, is obligated to act, at its discretion, to prevent threatened damage, injury or loss. It shall give the ENGINEER prompt written notice of any significant changes in the work or deviations from the Contract Documents caused thereby. If the 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 therefor as provided in Paragraphs 20.8 and 20.34.

- 20.32.6 If at any time, in the opinion of the ENGINEER, the work is not properly lighted, barricaded, and in all respects safe in regard to public travel, persons on or about the work, or public or private property, the ENGINEER shall have the right to order such safeguards to be erected and such precautions to be taken as it deems advisable, and the CONTRACTOR shall comply promptly with such orders. If, under such circumstances, the CONTRACTOR does not, or cannot, immediately put the work and the safeguards into proper and approved condition, or if the CONTRACTOR or its representative is not upon the site so that it can be notified immediately of the insufficiency of safety precautions, the ENGINEER may put the work into such a condition that it shall, in the ENGINEER'S opinion, in all respects be safe. The CONTRACTOR shall pay all expenses of such labor and materials as may have been used for this purpose by it or by the ENGINEER. Such action of the ENGINEER, or the ENGINEER'S failure to take such action, shall in no way relieve the CONTRACTOR of the entire responsibility for any cost, loss or damage sustained on account of the insufficiency of the safety precautions taken by it or by the ENGINEER under authority of this section.
- 20.32.7 The CONTRACTOR'S attention is specifically directed to the published regulations of the Florida Department of Commerce on the "Use of Cranes, Draglines, and Similar Equipment Near Power Lines", "Excavations and Trenching Operations" and "Construction and Use of Scaffolds," and similar regulations of the Department.
- 20.32.8 The CONTRACTOR shall designate in writing a responsible member of his organization at the site whose duty shall be the prevention of accidents. This person shall be the CONTRACTOR'S superintendent unless otherwise designated by the CONTRACTOR in writing and approved by the CITY ENGINEER. In any emergency affecting the safety of any person or property, the CONTRACTOR shall act, at his discretion, to prevent threatened damage, injury or loss.
- 20.32.9 The CONTRACTOR shall use extreme care in safe operations and shall provide adequate facilities for proper storage of materials, tools and/or equipment, and it shall be the responsibility of the CONTRACTOR to provide locked storage and/or sufficient guards to prevent injury or vandalism. The CONTRACTOR shall not (except after written consent from

the property owner) enter or occupy with men, tools or equipment, any land outside the rights-of-way or property of the CITY. A copy of the written consent shall be given to the ENGINEER.

- 20.32.10 The CONTRACTOR shall be solely responsible for providing safe and acceptable support of excavations for the protection of workers, proposed work, existing structures, existing utilities and utility poles, trees, or any other existing or new element requiring protection. The method of support utilized by the CONTRACTOR for worker safety shall meet the requirement of the Florida Trench Safety Act (Occupational Safety and Health Administration's Safety Standards, 29C.F.R.S. 1926-65, Subpart P) and shall be sufficient to allow for proper installation and inspection of the work. Should, in the opinion of the ENGINEER, the excavation not be properly supported to prevent the damage or loss of any element, the CONTRACTOR shall immediately change, modify, and/or increase the support system to the satisfaction of the ENGINEER, at no additional cost to the Contract. The cost for whatever method of excavation support the CONTRACTOR elects to utilize shall be included in the cost of the item being installed.

20.33 ACCESS TO THE WORK, UNCOVERING FINISHED WORK, USE OF NEW WORK

- 20.33.1 The CONTRACTOR shall provide safe, sufficient and proper facilities at all times for the inspection of the work by the ENGINEER, the CITY or its agencies, the St. Johns River Water Management District, the Florida Department of Environmental Protection, the Environmental Protection Agency, the Department of Labor, the Florida Department of Pollution Control, the Florida Department of Health and Rehabilitative Services and the Florida Department of Commerce, it being agreed that these agencies have the right of entry at any time. The CONTRACTOR shall, within twenty-four (24) hours after receiving written notice from the ENGINEER to that effect, proceed to remove all materials rejected by the ENGINEER, whether worked or unworked, and take down all portions of the work which the ENGINEER shall by written notice reject as unsound or improper, or which is in any way failing to conform to the Contract Documents.
- 20.33.2 If any work is covered contrary to the request of the ENGINEER, it must, if requested by the ENGINEER, be uncovered for its observation and replaced at the CONTRACTOR'S expense.
- 20.33.3 Should it be considered necessary or advisable by the ENGINEER, at any time before acceptance of the entire work, to make an examination of work already completed by uncovering, removing or tearing out same, the CONTRACTOR shall, on written request, promptly furnish all necessary facilities, labor, and material for that purpose. If such work is found to be defective or non-conforming in any

material respect, due to the fault of the CONTRACTOR or its Subcontractors, it shall defray all the expenses of such examination and of satisfactory reconstruction. If however, such work is found to meet the requirements of the Contract, an equitable adjustment shall be made in the Contract Price to compensate the CONTRACTOR for the additional services involved in such examination and reconstruction, and if completion of the work has been delayed thereby, the CONTRACTOR shall, in addition, be granted a suitable extension of time.

- 20.33.4 Whenever any portion of the new work is in suitable condition, it may be used by the CITY for the purpose for which it was intended, provided such use does not hinder or make more expensive the work still to be done by the CONTRACTOR in the completion of the Contract. Such use, however, shall not be held in any way as an acceptance of that portion of the work or as a waiver of any of the provisions of the Contract Documents. Any necessary repairs or renewals made to any portion of the work due to, or on account of, defective materials or work, shall be performed by the CONTRACTOR at its own expense. Use of any portion of the work by the CITY shall not relieve the CONTRACTOR of its responsibility.

20.34 CHANGES

- 20.34.1 The CITY and/or the ENGINEER shall have the right to make changes within the scope of the work or change the quantities of the work to be performed. Requests by the CONTRACTOR for changes in the work must be made in writing to the ENGINEER within three working (3) days after the need for such change becomes known to the CONTRACTOR; and, without such written request, any claim for additional compensation or time based on such work is specifically waived by the CONTRACTOR. No such change shall be valid unless made in writing by the ENGINEER and the CITY.
- 20.34.2 In the event such changes cause an increase or decrease in the CONTRACTOR'S cost of or time required for performance of the Contract Agreement, the Contract Amount and/or period of performance shall be equitably adjusted upon the ENGINEER'S recommendation and mutual agreement between the CITY and CONTRACTOR.
- 20.34.2.1 An increase or decrease in the work for which unit prices apply under the Contract Documents shall be computed by multiplying the change in quantities (measured as provided in the Contract Documents) of such work by such unit prices.
- 20.34.2.2 In the absence of applicable unit prices in the Contract Documents, or work not provided for nor fairly included under unit prices for other work items, an increase or decrease in the Contract Amount and period of performance may be negotiated between the CITY and CONTRACTOR.

Any negotiated increase or decrease in the Contract Amount shall be based on the CONTRACTOR'S costs for labor, materials and supplies directly applicable to the increase or decrease plus 15 percent (15%) thereof for CONTRACTOR'S supervision, overhead, bonds and profit.

- 20.34.2.3 The CONTRACTOR'S subcontractors will be allowed a 15% mark-up on work performed by their own forces. The CONTRACTOR will be allowed a 10% mark-up on the subcontractor's costs only. No mark-up will be allowed on the subcontractor's profit. These mark-ups include CONTRACTOR'S supervision, overhead, bond, insurance and profit.
- 20.34.2.4 For any negotiated increase or decrease, the CONTRACTOR will provide a complete detailed breakdown for all labor, material, and equipment, etc. associated with change. All subcontractor cost proposals shall be provided in similar manner. A lump sum figure submitted with no breakdown will be returned to the CONTRACTOR without review. No time extensions or claims of increased costs will be allowed for any delays caused by the CONTRACTOR'S failure to submit a properly prepared price breakdown. The execution of all work in a negotiated change order shall be done by the same CONTRACTOR/subcontractor that priced the work. No substitutions will be allowed without the CITY having the opportunity to renegotiate the cost.
- 20.34.3 No increase or decrease in the Contract Amount or the period of time for performance of the Contract shall be valid unless approved by the ENGINEER and agreed to in writing by both the CITY and CONTRACTOR, and until a formal Change Order has been fully executed by the CITY.
- 20.34.4 Whenever the CONTRACTOR and the CITY are unable to agree on costs for an increase in the work and the CITY, directly or acting through the ENGINEER, orders the CONTRACTOR to proceed with the work by force account, the work will be paid for in the manner hereinafter described. The compensation thus provided shall constitute full payment for said work. The ENGINEER shall issue a written directive for the CONTRACTOR to perform the specific work. Payment will be determined as follows:
- 20.34.4.1 For all materials purchased by the CONTRACTOR and used in the force account work, it will be paid the actual cost of such materials, including sales taxes if required, and freight and delivery charges as shown by original receipted bills, to which will be added an amount equal to 15 percent of the sum thereof.

The ENGINEER, however, reserves the right to approve or to reject the materials to be used and the sources of supply of any materials furnished by the CONTRACTOR.

- 20.34.4.2 For all equipment and machinery used in the force account work, the CONTRACTOR will be paid reasonable operated and maintained monthly rental prices to which no percentages will be added.
- 20.34.4.3 The CONTRACTOR will be paid the cost of wages for all labor which is engaged in the force account work plus the actual cost chargeable to the force account work of worker's compensation insurance, social security taxes, unemployment compensation insurance and such additional amounts as are paid by the CONTRACTOR by reason of an employment contract generally applicable to its employees, to which total sum will be added an amount equal to 15 percent of wages and other costs listed above. Subcontractor labor costs shall be computed in the same manner. The CONTRACTOR shall be allowed an additional 5% markup on his subcontractor's labor costs. In evidence of the costs of labor, equipment and materials for which payment is to be made under the force account order, the CONTRACTOR and his subcontractor(s) shall provide a certified statement of wages actually paid, together with copies of supporting payrolls, of equipment rental charges, and of bills for materials.
- 20.34.4.4 Wage rates used in determining the amount of the payment will be the actual wage rates paid by the CONTRACTOR for work under this Contract, except that no rate used shall exceed the rate of comparable labor currently employed on the Project.
- 20.34.4.5 Payment for the services of foremen in direct charge of the specific operation will be made. Payment for the service of superintendents, timekeepers or other overhead personnel will not be made nor will payment for the services of watchmen be made unless required specifically by the force account work. The actual function performed by an employee rather than its payroll title will be the criterion used in determining the eligibility of an employee's services for payment under this provision.
- 20.34.4.6 The types and amounts of equipment and machinery used by the CONTRACTOR in carrying out its work under the force account order shall be made in keeping with normal practice

for work of similar nature, except that the ENGINEER may, at its discretion, limit by specific instruction the types and amounts of equipment and machinery to be used.

20.34.4.7 In computing the hourly rental of such equipment, less than 30 minutes shall be considered 1/2 hour except when the minimum rental time to be paid is one hour. Rental time will not be allowed while equipment is inoperative due to breakdowns. The rental time of equipment to be paid for shall be the time the equipment is in operation on the force account work being performed, and, in addition, shall include the time required to move the equipment to the work and return it to its original location. When approved in advance by the ENGINEER, towing or transporting costs will be allowed when the equipment is moved by means other than its own power. No payment will be made for moving time, towing or transporting the equipment if it is used at the site of the work on other than force account work. No payment will be allowed for the use of small tools and minor items of equipment which, as used herein, are defined as individual tools or pieces of equipment having a replacement value of \$100.00 or less.

20.34.4.8 For additional premiums paid on Performance and Payment Bonds by reason of increases in the amount of work over and above that called for in the original Contract Agreement due to the inclusion of the force account work, and for additional premiums paid on Public Liability and Property Damage Insurance by reason of extra hazard inherent in the force account work over and above the hazard normally encountered in work of the type called for in the original Contract Agreement, the CONTRACTOR will, on presentation of substantiation evidence from its bonding and insurance carriers, be paid the actual costs to which sums no percentage will be added. Payment for the cost of additional premiums paid on Worker's Compensation Insurance by reason of extra hazard introduced into the CONTRACTOR'S operations by the inclusion of force account work is covered by the provisions above, except that any claim for additional cost based on the application, by reason of extra hazard, of a higher insurance rate to any portion of the payroll over and above that chargeable to the force account work under the provisions above, must be substantiated by evidence from the CONTRACTOR'S insurance carrier.

20.34.4.9 The CONTRACTOR and ENGINEER shall compare records of the work performed on a force account basis at the end of each day. These records shall be prepared in triplicate by the CONTRACTOR and shall be signed by both the ENGINEER and the CONTRACTOR'S representative, one copy being retained by the CONTRACTOR and two copies retained by the ENGINEER.

20.34.4.10 Payment for force account work shall be made at such time as the amount is agreed to by the ENGINEER and CONTRACTOR, and after said amount is added to the Contract by Change Order. This can be done monthly, if necessary.

20.34.4.11 Whenever the CONTRACTOR and the CITY are unable to agree on the time required for changed work, the CONTRACTOR will submit a time impact analysis in accordance with Article 20.8.4. If the CONTRACTOR and the CITY still cannot reach an agreement on the time required, the CONTRACTOR will perform the work and the dispute submitted to the CITY Construction Dispute Review Board in accordance with Article 20.49.11.

20.34.5 The CITY'S PROJECT ENGINEER may authorize minor changes or alterations in the work involving extra cost or time which are consistent with the overall intent of the Contract Documents. Payment for such minor changes shall be made after execution of a formal Change Order.

20.35 UNAUTHORIZED WORK

20.35.1 Work done without lines and grades given, work done beyond lines and grades shown on the Contract Documents or as given, or any extra work done without prior written authority will be considered as unauthorized work and will not be paid for by the CITY, and when so ordered by the ENGINEER, such work shall be removed and properly replaced by the CONTRACTOR at its own expense.

20.36 CASH ALLOWANCES

20.36.1 The CONTRACTOR shall include in the Contract Price all allowances so named in the Contract Documents and shall cause the work so covered to be done by such suppliers or Subcontractors and for such sums within the limit of the allowances as the ENGINEER may approve. Before final payment, the Contract Price shall be decreased as required by execution of an appropriate Change Order. 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.

20.37 WARRANTY AND GUARANTEE

20.37.1 The CONTRACTOR warrants to the CITY and the ENGINEER that all materials and equipment furnished under this Contract will be new unless otherwise specified and that all work will be of good quality, and free from faults or defects and in compliance with the Contract Documents. All work not in conformance to these requirements, including substitutions not properly approved and authorized, may be considered defective. If required by the ENGINEER, the CONTRACTOR shall provide satisfactory evidence as to the quality, type and kind of equipment and materials furnished. This warranty is not limited by, nor limits any other warranty-related provision in these Contract Documents.

20.37.2 If, within one year of substantial completion of the work or of a designated portion thereof, or with such longer period of time prescribed by law or by the terms of any special warranty provision of these Contract Documents, any of the work is found to be defective or not in conformance with the Contract Documents, the CONTRACTOR shall correct it promptly after notice of such defect or nonconformance. Corrective work during the warranty period shall also be warranted for a period of one year, with each corrective effort in turn being warranted for a period of one year of satisfactory performance. This obligation shall survive termination, expiration or completion of the Contract. The CITY shall give notice to the CONTRACTOR promptly after discovery of the condition.

The CONTRACTOR shall bear the cost of correcting or removing all defective or nonconforming Work, including the cost for correcting any damage caused to equipment, materials or other work by such defect or the correcting thereof.

A warranty inspection will be held approximately eleven (11) months after substantial completion of the work or any designated portion thereof. The CONTRACTOR shall have a representative attend this warranty inspection. Any defective or nonconforming work identified during this warranty inspection, or previously identified to the CONTRACTOR, shall be corrected promptly.

The CONTRACTOR shall correct any defective or nonconforming work to the satisfaction of the CITY, and any of the work, equipment or materials damaged as a result of such condition or the correcting of such condition, within thirty (30) calendar days of notice of such condition. Should the CONTRACTOR fail to timely correct defective work under warranty, the CONTRACTOR may be removed from the CITY'S Approved Bidders List. After a period of twelve (12) months the CONTRACTOR may apply for reinstatement.

20.37.3 The Performance Bond shall be maintained, at the CONTRACTOR'S expense, during the one year warranty period described herein and for any additional time required to complete correction of defective or nonconforming work,

including any extension of the warranty period that may be required as a condition of the CITY'S acceptance of defective or nonconforming work.

- 20.37.4 Nothing contained herein shall be construed to establish a period of limitation with respect to any other obligation which the CONTRACTOR may have under the Contract Documents. The establishment of time period of one year after the date of substantial completion, or such longer period of time as may be prescribed by law or by the items of any warranty required by the Contract Documents, relates only to the specific obligation of the CONTRACTOR to correct the work and has no relationship to the time within which its obligation to comply with the Contract Documents may be sought to be enforced, nor the time within which proceedings may be commenced to establish the CONTRACTOR'S liability with respect to its obligations other than specifically to correct the work.

20.38 CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

- 20.38.1 All unsatisfactory work, all faulty or defective work and all work not conforming to the requirements of the Contract Documents or of such inspections, tests or approvals referenced in Subparagraph 20.37.1 shall be considered defective. Notice of all defects shall be given to the CONTRACTOR. All defective work, whether or not in place, may be rejected.
- 20.38.2 If required by the ENGINEER prior to approval of final payment, the CONTRACTOR will promptly, without cost to the CITY and as required by the ENGINEER, either correct any defective work, whether or not fabricated, installed or completed, or, if the work has been rejected by the ENGINEER, remove it from the site and replace it with non-defective work. If the CONTRACTOR does not correct such defective work or remove and replace such defective work within a reasonable time, all as required by written notice from the ENGINEER, the CITY may have the deficiency corrected or the rejected work removed and replaced. All direct and indirect costs of such correction or removal and replacement by the CITY, including costs for additional professional services shall be paid directly by the CONTRACTOR, or an appropriate Change Order shall be issued deducting all such costs from the Contract Price. The CONTRACTOR will also bear the expenses of making good all work of others destroyed or damaged by its correction, removal or replacement. Should the CONTRACTOR fail to timely reimburse the CITY for these costs within thirty (30) days after the date on the CITY'S invoice, the CONTRACTOR may be removed from the CITY'S Approved Bidders List. After a period of twelve (12) months the CONTRACTOR may apply for reinstatement.
- 20.38.3 If, instead of requiring correction or removal and replacement of defective work, the CITY (and, prior to approval of final payment, also the ENGINEER) prefers to accept it, it may do so. In such case, if acceptance

occurs prior to 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 of defective work occurs after the approval of final payment, an appropriate amount shall be paid by the CONTRACTOR.

20.39 PROGRESS PAYMENTS

- 20.39.1 The CONTRACTOR shall receive as full compensation for all work hereunder a sum equal to the value of the work done based on its proposal, attached hereto and made a part of this Contract.
- 20.39.2 Prior to contract execution or within 20 calendar days after the date of formal written notification of contract award, whichever occurs first, CONTRACTOR shall provide: (i) a Schedule of Subcontractors, which, at a minimum, shall list ALL SDBE and Non-SDBE subcontractors, suppliers and shop fabricators, their respective scope(s) of work and the specific dollar or subcontract amount for each of their respective scope(s) of work; and (ii) a Schedule of Values of the work, which, at a minimum, shall include quantities and unit prices, aggregating the Contract Price. The Schedule of Values shall be satisfactory to the ENGINEER in form and substance and shall subdivide the work into component parts in sufficient detail to serve as the basis for progress payments during construction. Upon approval of the schedules by the ENGINEER, they shall be incorporated into the Contract and the form Application for Payment furnished by the CITY.
- 20.39.3 Within ten (10) calendar days following the end of EACH calendar month, the CONTRACTOR SHALL submit to the ENGINEER an Application for Payment containing an estimate of the percentage of the total work under the Contract accomplished to the end of the prior month. The form "Application for Payment" will serve as the invoice. Six (6) copies of this form along with all required certifications will be submitted for each partial payment. CONTRACTOR's failure to submit an Application for Payment every month shall, in no way, negate CONTRACTOR's payment obligations required pursuant to section 20.72, Prompt Payment to Subcontractors and Supplier, hereunder.
- 20.39.4 If satisfactory progress is made and the contract requirements are being complied with by the CONTRACTOR, the CONTRACTOR will receive partial payments on monthly estimates, based on the value of Work done or completed. The monthly payments shall be approximate only, and all partial estimates and payments shall be subject to correction in the final estimate and payment. Payment by the CITY of an unreduced partial payment shall not be construed as acceptance or approval of the CONTRACTOR'S work by the CITY.
- 20.39.5 Payment shall be made to the CONTRACTOR monthly for the value of work done based upon certificate of the ENGINEER

less 5% Retainage of the total amount earned, provided the CONTRACTOR has met and continues to meet the project schedule and complies with all contract requirements. If at any time the CONTRACTOR falls behind schedule, the CITY shall have the right to increase the retainage to 10% of the total amount earned. Retainage shall be paid to the CONTRACTOR within thirty (30) days following the completion and acceptance of the entire Work (including punch list after substantial completion and receipt of approved "as-built" drawings) herein contracted for and delivery by the CONTRACTOR to the CITY of a release in such form as the CITY may require.

- 20.39.6 Reduction or release of retainage is based on satisfactory progress within the sole discretion of the CITY, and neither the CITY nor the ENGINEER shall be liable to the CONTRACTOR for failure to reduce or release retainage. The CITY may withhold additional retainage in whatever amount it deems appropriate up to 10%, if the CONTRACTOR fails to comply with the contract requirements.
- 20.39.7 Critical materials and equipment received by the CONTRACTOR with the approval of the ENGINEER, materials procured in substantial quantities and major items of equipment scheduled to be incorporated in the construction within thirty (30) days from the date of the Application for Payment and all other materials and equipment actually incorporated in the construction, shall be considered as material stored for the purpose of invoicing or making monthly payments.
- 20.39.8 The ENGINEER will, within ten (10) days after receipt of each Application for Payment, either indicate in writing its approval of payment and present the Application to the CITY, or return the Application to the CONTRACTOR indicating in writing its reasons for refusing to approve payment. In the latter case, the CONTRACTOR may make the necessary correction and resubmit the Application. The CITY will, within the number of days required under the Florida Prompt Payment Act (F.S. Ch. 218) of presentation to it of an Approved Application for Payment, pay the CONTRACTOR the amount approved by the ENGINEER.
- 20.39.9 Refer to Article 20.72 for requirements on prompt payments to subcontractors and suppliers.

20.40 APPROVAL OF PAYMENTS

- 20.40.1 No certificate for payment or payment made under the Contract Agreement, except the final certificate of final payment, shall be evidence of the satisfactory performance of this Contract, either wholly or in part. No payment shall be construed to be an acceptance of defective work or improper materials.
- 20.40.2 The ENGINEER'S approval of any payment requested in an Application for Payment shall constitute a representation by it to the CITY, based on the ENGINEER'S on-site

observations of the Work in progress as an experienced and qualified design professional and on its review of the Application for Payment and the supporting data, that the Work has progressed to the point indicated; that, to the best of its knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning Project upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents and any qualifications stated in its approval); and that the CONTRACTOR is entitled to payment of the amount approved. However, by approving any such payment the ENGINEER shall not thereby be deemed to have represented that it made exhaustive or continuous on site inspections to check the quality or the quantity of the Work, or that it has reviewed the means, methods, techniques, sequences, and procedures of construction or that it has made any examination to ascertain how or for what purpose the CONTRACTOR has used the moneys paid or to be paid to it on account of the Contract Price.

- 20.40.3 The ENGINEER may refuse to approve the whole or any part of any payment if, in its opinion, it is unable to make representations to the CITY that the Work has been completed and the CONTRACTOR has fulfilled all of its obligations under the Contract Documents. It may also refuse to approve any such payment, or, 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 the CITY from loss because: the Work is defective; claims have been filed or there is reasonable evidence indicating the probable filing thereof; the Contract Price has been reduced because of Modifications; the CITY has been required to correct defective Work or complete the Work in accordance with Paragraph 20.38; or, unsatisfactory prosecution of the Work, including failure to clean up.

20.41 FINAL PAYMENT

- 20.41.1 Upon written notice from the CONTRACTOR that the Project is Complete, the ENGINEER will make a final inspection with the CITY and the CONTRACTOR and will notify the CONTRACTOR in writing of any particulars in which this inspection reveals that the Work is defective or incomplete. The CONTRACTOR shall immediately make such corrections as are necessary to remedy such defects and otherwise conform its performance to comply with the contract requirements.
- 20.41.2 After the CONTRACTOR has completed any such corrections to the satisfaction of the ENGINEER and delivered all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, a list of contacts for correction of warranty problems and other documents including "as-builts", 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 supporting data as the ENGINEER may require, together with complete and legally effective releases or waivers (satisfactory to the CITY) of all liens arising out of the Contract Documents and the labor and services performed and the material and equipment furnished thereunder. In lieu thereof and as approved by the CITY, the CONTRACTOR may furnish receipts or releases in full; an affidavit of the 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 the 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 or supplier fails to furnish a release or receipt in full, the CONTRACTOR may furnish a bond satisfactory to the CITY to indemnify it against any lien or claim by any subcontractor or supplier.

- 20.41.3 If, on the basis of its observation and review of the work during construction, its final inspection and its review of the final Application for Payment, all as required by the Contract Documents, the ENGINEER is satisfied that the Work has been completed and the CONTRACTOR has fulfilled all of its obligations under the Contract Documents, it will, within ten (10) days after receipt of the final application for Payment, indicate in writing its approval of payment and present the Application to the CITY for Payment. Otherwise, it will return the Application to the CONTRACTOR, indicating in writing its reasons for refusing to approve final payment, in which case the CONTRACTOR will make the necessary corrections and resubmit the Application. The CITY will, within the number of days required under the Florida Prompt Payment Act (F.S. Ch. 218) of presentation to it of an approved final Application for Payment, pay the CONTRACTOR the amount approved by the ENGINEER.

20.42 LIENS AND CLAIMS:

- 20.42.1 In addition to other remedies available to the CITY hereunder, in all cases of nonpayment by the CONTRACTOR or a Subcontractor of any sums of money due for labor, materials, supplies, equipment, or other items in performing under this Contract, or at any time there should be evidence of a lien or claim chargeable to the CONTRACTOR or Subcontractor for which, if established, the CITY might become liable, the Surety or Bonding Company shall indemnify and hold harmless the CITY against any such liens or claims in accordance with these specifications.
- 20.42.2 This section intentionally left blank.
- 20.42.3 Neither final payment nor any part of the retained percentage shall become due until the CONTRACTOR shall deliver to the ENGINEER a complete waiver or release by the CONTRACTOR and its Subcontractors and others of all liens

and claims arising out of the work, or receipts in full in lieu thereof, and if required, an affidavit that so far as it has knowledge or information, the releases and receipts include all the labor and materials for which a lien could be filed.

- 20.42.4 If required by the ENGINEER, such waiver or release shall also be furnished by the CONTRACTOR before a monthly payment or payments shall become due.

20.43 INDEMNIFICATION:

- 20.43.1 The CONTRACTOR, its employees, agents, and subcontractors shall indemnify, defend, and hold harmless the CITY and the ENGINEER, and PROGRAM MANAGEMENT FIRM(S) (Where applicable) (including their directors, officers, employees, representatives, and agents), against and from all liabilities, damages, losses, costs, and expenses of whatsoever kind or nature, including, but not limited to, reasonable attorney's fees, reasonable expert witness fees and court costs, (all of which are collectively referred to as "Damages") to the extent such Damages are caused by the negligence, recklessness or intentional wrongful conduct of the CONTRACTOR, its subcontractors in the performance of this Agreement. Without limiting the foregoing, the above indemnification provision extends to Environmental Impact Claims.

"Environmental Impact Claim" is defined as claims, suits, judgements, costs, losses, expenses, (including attorney's fees) which arise out of, are related to, or based on the actual or threatened dispersal, discharge, escape, release, or saturation of chemicals, liquids, gasses, or any other material, irritant, contaminant or pollution in or into the atmosphere, or on, onto, upon, in or into the surface or subsurface (a) soil, (b) water or water course, (c) objects, or (d) any tangible or intangible matter, whether sudden or not.

- 20.43.2 In any and all claims against the CITY, ENGINEER, and PROGRAM MANAGEMENT FIRM(S) or any of the officers, agents or employees by any employee of the CONTRACTOR its Subcontractor, the indemnification obligation under Subparagraph 20.43.1 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the CONTRACTOR or any subcontractor under worker's compensation acts, disability benefit acts or other employee benefit acts.
- 20.43.3 The obligation of the CONTRACTOR under Subparagraph 20.43.1 will not extend to any claim, damage, loss or expense arising out of a defect in maps, drawings, opinions, reports, surveys, change orders, designs or specifications prepared or furnished by the CITY, ENGINEER, and PROGRAM MANAGEMENT FIRM(S), or arising out of the giving by the CITY, ENGINEER, and PROGRAM MANAGEMENT FIRM(S) of erroneous directions or instructions required to be given to the CONTRACTOR hereunder, or the failure of the CITY, ENGINEER,

and PROGRAM MANAGEMENT FIRM(S) to give directions or instructions required to be given to the CONTRACTOR hereunder, provided such giving or failure to give directions or instructions is the primary cause of the injury or damage.

- 20.43.4 For ten dollars (\$10.00) acknowledged to be included and paid for in the contract price and other good and valuable considerations, the CONTRACTOR agrees to indemnify and hold harmless the Owner, or CITY, ENGINEER, and PROGRAM MANAGEMENT FIRM(S) and their agents and employees in accordance with the provisions of this Paragraph 20.43

20.44 INSURANCE:

20.44.1 GENERAL:

The amounts and types of insurance required should be reasonably commensurate with the hazards and magnitude of the undertaking, but in no event of lesser amount nor more restrictive than the limits of liability and schedule of hazards below described. Insurance requirements should be tailored to the type of construction or operations contemplated.

- 20.44.2 Without limiting its liability under the Contract Agreement, the CONTRACTOR and its subcontractors shall procure and maintain at its expense during the life of this Contract, insurance of the types and in the minimum amounts stated below:

SCHEDULE	LIMITS
<u>Commercial General Liability Occurrence Basis Only)</u>	
Premises-Operations Blanket X, C, U Hazards Products/Completed Operations Contractual Liability Independent Contractors Watercraft, if applicable	\$2,000,000 Aggregate \$1,000,000 Per Occurrence
<u>Auto Liability</u>	
All Autos-owned, non-owned, or hired	\$1,000,000 Combined Single Limit
<u>Worker's Compensation</u>	
Florida Statutory Coverage & Employer's Liability (Including appropriate Federal Acts-USL&H and Jones Act)	\$100,000 Each Accident \$500,000 Disease Policy Limit \$100,000 Each Employee/Disease

- 20.44.3 Pollution Liability: The CONTRACTOR and subcontractors (where applicable) will provide Pollution Liability coverage with minimum limits of \$1,000,000 per occurrence and \$2,000,000 general aggregate. Such coverage will name the CITY, the ENGINEER, and PROGRAM MANAGEMENT FIRM(S) as

additional insured and include a waiver of subrogation in favor of the CITY, ENGINEER, and PROGRAM MANAGEMENT FIRM(S).

- 20.44.4 The CONTRACTOR shall be responsible to maintain a Builders Risk policy for all vertical projects with the coverage limit being equal to 100% of completed value of the project. The Builder's Risk policy shall include the SPECIAL FORM/ALL RISK COVERAGES. A minimum deductible of \$10,000 shall be required. Named insured's shall be: CONTRACTOR, CITY OF JACKSONVILLE, ENGINEER and DESIGN CONSULTANT and PROGRAM MANAGEMENT FIRM(S). This requirement does not apply to flat horizontal construction.
- 20.44.5 Said insurance shall be written by a company or companies approved to do business in the State of Florida and acceptable to the CITY'S Division of Insurance and Risk Management. Before commencing any work hereunder, certificates evidencing the maintenance of said insurance shall be furnished to the CITY, ENGINEER, and PROGRAM MANAGEMENT FIRM(S).
- 20.44.6 The CITY, ENGINEER, and PROGRAM MANAGEMENT FIRM(S) shall be named in each separate policy as "an additional interest" insured (except automobile policies).
- 20.44.7 The insurance shall provide that no material alteration or cancellation, including expiration and non-renewal, shall be effective until 30 days after receipt of written notice to the CITY. Cancellation or non-renewal of any insurance policy shall in no way limit the CONTRACTOR'S liabilities hereunder.
- 20.44.8 Prior to award of Contract, the CONTRACTOR shall be required to present a letter (or other written statement) from its Insurance Agent affirming:
- (1) That the Agent has personally reviewed the insurance requirements of the Contract Documents, and
 - (2) that the Agent is able (having proper market) to provide the coverages and limits of liability required on behalf of the CONTRACTOR.
- 20.44.9 In the event that any part of the work to be performed hereunder shall require the CONTRACTOR or its Subcontractors to enter, cross or work upon or beneath the property, tracks, or right-of-way of a railroad or railroads, the CONTRACTOR shall, before commencing any such work, and at its expense, procure and carry liability or protective insurance coverage in such form and amounts as each railroad shall require.
- 20.44.10 The original of such policy shall be delivered to the railroad involved, with copies to the CITY, the ENGINEER and, if applicable, the CITY'S PROGRAM MANAGER. The CONTRACTOR shall not be permitted to enter upon or perform any work on the railroad's property until such insurance

has been furnished to the satisfaction of the railroad. The insurance herein specified is in addition to any other insurance which may be required by the CITY and shall be kept in effect at all times while work is being performed on or about the property, tracks, or right-of-way of the railroad.

- 20.44.11 Depending upon the nature of any aspect of this project and its accompanying exposures and liabilities, the CITY may, at its sole option, require an additional insurance coverage in amounts responsive to those liabilities which may or may not require that the CITY and other authorized representatives also be named as an additional insured.
- 20.44.12 Neither approval nor failure to disapprove insurance furnished by the CONTRACTOR shall relieve the CONTRACTOR from responsibility to provide insurance as required by the contract. Anything to the contrary and notwithstanding, the liabilities of the CONTRACTOR under this agreement shall survive and not be terminated, reduced or otherwise limited by any expiration or termination of insurance coverage.

20.45 CONTRACT BONDS:

- 20.45.1 The CONTRACTOR, at its own expense, shall furnish Performance and Payment Bonds as security for the faithful performance under the Contract Documents. The Bonds shall be in an amount at least equal to the Contract price, in the form provided in these Contract Documents, and with a surety that is acceptable to the CITY'S Division of Insurance and Risk Management.
- 20.45.2 The Performance and Payment Bonds shall accompany the executed Contract Agreement when it is returned by the CONTRACTOR to the CITY. Said Bonds and Agreement shall be furnished to the CITY within ten (10) days after notification of Contract Award. See Section 2, "Instructions to Bidders".
- 20.45.3 Prior to execution of the Contract Agreement, the CITY may require the CONTRACTOR to furnish other Bonds, in such form and with such sureties as it may require. If such other Bonds are required by written instructions given prior to opening of Bids, the premiums shall be paid for by the CONTRACTOR; subsequent thereto, it shall be paid by the CITY, except as specified in the following Sub-Paragraph.
- 20.45.4 If any surety upon any bond furnished in connection with the Contract Documents becomes unacceptable to the CITY, or if any such surety fails to furnish reports as to its financial condition from time to time as requested by the CITY, the CONTRACTOR shall, at its own expense, promptly furnish such additional security as may be required from time to time to protect the interests of the CITY and of persons supplying labor or materials in the prosecution of the work contemplated by this Contract.

20.45.5 The Performance Bond (see Section 12 of Division II, of the Contract Documents) may be waived under the following conditions:

- (1) a successful bidder shall not be required to submit a performance bond for the work which it is required to perform under a capital improvement project contract if the amount of the contract price is one hundred thousand dollars or less, subject to the limitation in paragraph (2). A payment bond is required for all Contracts, including purchase orders, regardless of the amount of the Contract or purchase order.
- (2) notwithstanding the provisions of paragraph (1), a CONTRACTOR shall be entitled to exclude only one hundred thousand dollars of its total contractual obligations to the CITY under all capital improvement project contracts at any one time but it may submit a performance bond for less than the contract price of a newly awarded capital improvement project contract if the amount excluded from the performance bond under the newly awarded contract, together with amounts already excluded, do not exceed one hundred thousand dollars of its total contractual obligations to the CITY under all capital improvement project contracts.

20.46 CLEANING UP AND RESTORATION:

- 20.46.1 The CONTRACTOR shall keep the premises, rights-of-way and adjacent property free from accumulations of waste materials, rubbish and other debris resulting from the work, and progressively as the work is completed it shall remove all waste materials, rubbish and debris from and about the work areas as well as all tools, construction equipment and machinery, and surplus materials, and shall leave the site clean.
- 20.46.2 When the work involves the laying of utility lines across grassed areas, streets, sidewalks, and other paved areas, it shall be the responsibility of the CONTRACTOR to restore such areas to its original sound condition using construction techniques and materials which are the same as existing. In the case of planted areas, the CONTRACTOR shall maintain the restoration work until positive growth has evidenced.
- 20.46.3 In case of dispute, the CITY may remove the rubbish and surplus materials or perform restoration work and charge the cost to the CONTRACTOR. Such costs shall be deducted from the Contract amount or the CONTRACTOR'S next application for payment, at the Owner's option.

20.47 DRAINAGE ALONG RIGHTS-OF-WAY:

- 20.47.1 The CONTRACTOR shall so conduct its operations and maintain the work in such condition that adequate drainage shall be provided and in effect at all times for the full duration

of this contract. This requirement is in addition to any temporary drainage provisions included in the Contract Documents.

- 20.47.2 The CONTRACTOR will not obstruct existing gutters, ditches and other runoff facilities. The CONTRACTOR shall be solely liable for any damages caused by its failure to provide and maintain adequate drainage.

20.48 TRAFFIC INTERFERENCE:

- 20.48.1 CONTRACTOR shall plan and coordinate its work with the City of Jacksonville Traffic Engineering Division so as to minimize traffic interferences. The rules and instructions of the Traffic Engineering Division shall be followed for the public benefit.
- 20.48.2 Construction operations on this Project shall be carefully planned and scheduled so that, except as provided for in the Contract Documents, the normal flow of local traffic shall be maintained at all times. It is understandable that providing for such local traffic will require some inconvenience to the users, but such inconvenience must be kept to an absolute minimum. Ingress and egress shall be provided at all times for local residents. The CONTRACTOR shall furnish detour and construction signing and lighting as required and other special advanced detour signs as required by the Traffic Engineer for the City of Jacksonville. Payment for Maintenance of traffic costs shall be at the lump sum price and/or unit prices submitted in the Proposal. In the absence of Maintenance of Traffic pay items, payment for maintenance of traffic shall be included in the lump sum bid price for Site Preparation.
- 20.48.3 The CONTRACTOR has the responsibility to maintain ingress and egress at all times for local residents, to the extent of having towing equipment on site to promptly pull out local vehicles which have become "stuck", or shall provide outside tow service to promptly extricate such vehicles. In the event a local resident has paid for such tow service, the CONTRACTOR will promptly reimburse the resident for documented towing costs incurred.
- 20.48.4 The CONTRACTOR will be financially responsible for damage to local vehicles caused by or as a result of construction activities. In the event of delay in CONTRACTOR honoring such financial claims, the CITY will, after 3 days written notice, honor the claim and deduct the cost thereof from any monies due the CONTRACTOR.

20.49 MISCELLANEOUS:

- 20.49.1 The CONTRACTOR shall be liable to the CITY for damage resulting from errors, inconsistencies, or omissions in the Contract Documents. If the CONTRACTOR performs any construction activity knowing it involves a recognized error, inconsistency, or omission in the Contract Documents, the CONTRACTOR shall correct all such errors,

inconsistencies, or omissions at its own expense. No such corrective action shall be undertaken without prior notification of the ENGINEER.

- 20.49.2 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 or sent by registered or certified mail, postage prepaid, to the last business address known to whomever gives the notice.
- 20.49.3 VACANT
- 20.49.4 Should the CITY suffer injury or damage to its person or property because of any error, omission or act of the CONTRACTOR (including subcontractors, vendors or others for whose acts the CONTRACTOR may be liable) claim shall be made in writing to the CONTRACTOR within a reasonable time of the first observance of such injury or damage.
- 20.49.5 Each and every provision of law and clause required by law to be inserted in the Contract shall be deemed to be inserted herein, and the Contract shall be read and enforced as though it were included herein. If through mistake, or otherwise, any such provision is not inserted or is not correctly inserted, then upon the application of either party, the Contract shall forthwith be physically amended to make such insertion.
- 20.49.6 Should the "no damages for delay" clause not be enforced by the Court, the CONTRACTOR waives any claim for extended home office overhead that may result from any delay on the project.
- 20.49.7 The CONTRACTOR specifically waives any right to seek Attorney's fees and construction claim preparation costs from the CITY.
- 20.49.8 The CONTRACTOR shall not present nor recover on any claim from the CITY based on any formula(s), hypothetical or statistical methodologies used in damage computation. The CONTRACTOR may only recover if it can provide documented pay records specifically indicating any alleged damage, loss or cost.
- 20.49.9 The CONTRACTOR agrees to indemnify the CITY based on any claim or damage resulting from the CONTRACTOR'S alleged breach of its contract. This is in addition to the provisions of Section 20.43, *supra*.
- 20.49.10 The CITY may at any time have access to the CONTRACTOR'S records for the purposes of auditing the financial and contractual performance of the CONTRACTOR during the entire contract period and for three (3) years after final payment. The CITY may obtain copies of all financial and scheduling computer disks at any time from the CONTRACTOR

and also shall have reasonable access to and obtain copies of all other documents, which includes photographs, tapes and electronics, except those that would be privileged under Florida law.

- 20.49.11 All claims between the CONTRACTOR and the Owner or its representatives shall be submitted to the CITY Construction Dispute Review Board, as set forth in Executive Order 98-01, as a condition precedent to bringing any action in a court of competent jurisdiction.

20.50 UTILITIES AND SANITARY PROVISIONS:

- 20.50.1 CONTRACTOR shall, unless otherwise stated in the Special Conditions, provide and pay for all water, electricity, fuel for testing equipment, and any other utilities required for construction, testing and adjustment. Upon completion of the work, all evidence of temporary lines shall be removed.

- 20.50.2 The CONTRACTOR shall provide and maintain in a neat, sanitary condition such accommodations for use of its employees and CITY inspection personnel as may be necessary to comply with the regulations of the public bodies having jurisdiction. Employees shall commit no public nuisance.

20.51 REFERENCED SPECIFICATION AND CONFLICTS:

- 20.51.1 All materials, systems or operations specified by reference to standard trade specifications or to manufacturer's published specifications shall in all respects comply with the requirements of the referenced specifications, except as modified by the requirements of these Contract Documents. Except when a particular edition is called for, the referenced specification used shall be the latest published edition on the date of the Contract Documents. In case of a conflict between the referenced specification and the Contract Document, the Contract Document shall govern. In case of a conflict between referenced specifications, the specification having the more stringent requirements shall govern.

- 20.51.2 In case of a conflict between various portions of the Contract Documents, the more stringent requirements, as determined by the ENGINEER, will be enforced. The CONTRACTOR shall refer requirements that are different, but apparently equal, and uncertainties as to which quality level is more stringent, to the ENGINEER before proceeding.

20.52 INTERPRETATION OF APPROXIMATE QUANTITIES:

- 20.52.1 The CONTRACTOR'S attention is called to the fact that any estimate of quantities of work to be done and materials to be furnished under the specifications as shown on the Proposal, or elsewhere, is approximate only and not guaranteed. The CITY does not assume any responsibility that the final quantities shall remain in strict accordance

with the estimated quantities, nor shall the CONTRACTOR plead misunderstanding or deception because of such estimate of quantities or of the character, location of the work or other conditions pertaining thereto.

20.53 ENGINEER'S FIELD OFFICE

20.53.1 The CONTRACTOR shall provide a field office for use by the ENGINEER. The ENGINEER'S Field Office shall have a minimum of two hundred square feet of working space and may be located in a suitable trailer or building in a separate room with locks on the door or doors. The CONTRACTOR shall furnish a desk, desk chair, drafting table, drafting stools, four drawer metal filing cabinet, telephone on a private line, adequate lighting, toilet facilities, heating, ventilation and air conditioning for the ENGINEER'S Field Office.

20.53.2 The CONTRACTOR shall furnish janitor service and maintenance for the ENGINEER'S Field Office, maintaining the premises in a clean, neat and orderly fashion for the duration of this Contract. The cost of the ENGINEER'S Field Office shall be included in the costs for other items of work.

20.54 QUALIFICATIONS OF CONTRACTORS PERFORMING WORK ON CONSTRUCTION OF BUILDINGS AND/OR STRUCTURES:

20.54.1 All Contractors performing work on the project which Chapter 320 (Building Code), Jacksonville Ordinance Code or Chapter 489, Florida Statutes, requires CONTRACTOR qualification, shall be registered or hold a current Contractor Certificate in accordance with such laws.

20.55 QUALIFICATIONS OF CONTRACTORS AND CRAFTSMEN PERFORMING WORK IN CERTAIN SPECIALTY TRADES:

20.55.1 All Contractors, including subcontractors, and craftsmen performing work (including, but not limited to, electrical, plumbing, heating, and air-conditioning) on the project which Chapter 342, Jacksonville Ordinance Code or Chapter 489, Florida Statutes, requires qualification in certain specialty trades, shall hold current CONTRACTOR or Craftsman Certificates in appropriate trade as provided in such laws.

20.56 STATE AND FEDERAL REGULATIONS:

20.56.1 The CONTRACTOR shall comply with all State and Federal laws, regulations, and codes applicable to the work as well as those of the City of Jacksonville. The CONTRACTOR'S attention is directed to the U. S. Department of Labor Safety and Health Regulations for construction promulgated under the Occupational Safety and Health Act of 1970 (PL 91-596) and under Section 107 of the Contract Work Hours and Safety Standards Act (DL 91-54).

20.57 PROJECT SIGN DETAILS

20.57.1 The CONTRACTOR shall provide a CITY Project Sign at its expense. Such sign shall be in a format and contain information as specified in appendix A of this Section. In addition to the CITY Project Sign, the CONTRACTOR may at its option erect a sign not to exceed 4' x 8' which identifies the builder, designer, subcontractors, materials, suppliers, etc. The wording and format of such CONTRACTOR'S Sign shall be the CONTRACTOR'S option subject to approval by the ENGINEER. Both the CITY Project Sign and the CONTRACTOR'S Sign shall be erected on the site in a location approved by the ENGINEER. No other sign or advertisement of any type shall be allowed on the project site.

20.58 CERTIFICATION OF CHEMICALS:

20.58.1 All chemicals used during project construction or furnished for project operation, whether herbicide, pesticide, disinfectant, polymer, reactant or of other classification, must show approval of either EPA or USDA. Use of all such chemicals and disposal of residues shall be in strict conformance with instructions.

20.59 TREE PROTECTION ON PUBLICLY-OWNED OR CONTROLLED PROPERTY

20.59.1 The CONTRACTOR shall protect all trees, in accordance with Chapter 656 (Part 12 - Landscape and Tree Protection Regulations) of the Jacksonville Ordinance Code from damage by vehicles, equipment and machinery, except those trees designated for removal (via permit) on the construction drawings. Removal of any tree not so designated nor permitted, shall be only upon specific approval by the ENGINEER as provided in Section 20.59.9.

20.59.2 Excavated dirt shall not be piled around the base of the tree. The CONTRACTOR shall not bury or burn any refuse around or near the trees. The CONTRACTOR shall proceed with caution when excavating in the vicinity of root structure of any tree. Excavation shall be by hand if necessary.

Roots up to 2 inches in diameter when severed do not require any pruning paint. Roots from 2 inches to 4 inches in diameter must be severed with a pruning saw and painted.

An axe or similar tool is not acceptable for pruning. The wood shall be treated with asphalt-type pruning paint as soon as possible after pruning. Roots over 4 inches shall not be severed except as directed by the ENGINEER.

20.59.3 Pre-Construction Barriers: Prior to any site disturbance, barriers will be put up around each tree to be protected. These barriers should be constructed of 2 x 4's or any other practical materials which will discourage disturbance near the tree. To conform to the Jacksonville Ordinance Code, these barriers should be at least six feet away from

the trunk of the tree and protect an area that is at least 50 percent of the unpaved area covered by the crown spread of the tree. When conditions permit, barriers are to be placed in such a manner as to provide the largest undisturbed area possible.

- 20.59.4 Cutting of Roots: Cutting tree roots will be kept to a minimum and only allowed when absolutely necessary. In such instances the CONTRACTOR shall insure that all cuts are made clean with a saw, free of all loose soil, and sealed with pruning paint or shellac. At no time will roots be pulled, ripped or cut with a blade, backhoe or other mechanical device.
- 20.59.5 Changing of Grade: Additional fill under the crown spread of trees will be kept to a minimum. If additional fill is unavoidable, all fill material shall consist of clean, coarse sand or gravel, free of silt and clay to allow for free movement of air and water. Lowering the grade under the crown spread of trees will not be permitted.
- 20.59.6 Pruning of Branches: Should branches require pruning to provide for roadway or other necessary clearance, it will be cut back to a main stem or crotch of the tree. All cuts will be made at the bench collar to allow the natural healing process of the tree to occur. To further promote the natural healing process, no pruning paint or other material will be applied to pruning cuts.
- 20.59.7 Wounds: If a tree is wounded during construction, all bark surrounding the wound shall be cut away and carefully removed. Care shall be taken to leave as much cambium as possible.
- 20.59.8 Any tree whose root system has been disturbed or damaged must be properly fertilized to aid in its recovery. The hole or punch-bar method shall be used for applying fertilizer. The holes should be approximately 12 inches to 18 inches deep, 1 inch to 2 inches in diameter, 2 feet apart, and extend 2 feet past the drip line of the tree. DO NOT apply fertilizer within one foot of the trunk of a small tree (up to 6 inches diameter) or within three feet of the trunk of a large tree (over 6 inches diameter). Injury to the root collar and trunk base may result. The type of fertilizer to be used shall be 25% organic 8-8-8 with minor elements included. Chemical analysis as follows: Total Nitrogen, not less than 8.0 percent available Phosphoric Acid, not less than 8.0 percent water soluble potash, not less than 8.0 percent. Fertilizer shall be applied at the following rates and shall be evenly distributed among the holes.

Hardwoods up to 6" Dia.	2 lbs. per inch of dia.
Hardwoods over 6" Dia.	4 " " " " "
Evergreens up to 6" Dia.	1 " " " " "
Evergreens over 6" Dia.	2 " " " " "

- 20.59.9 It shall be the responsibility of the ENGINEER to make all decisions pertaining to removal of trees. The ENGINEER is granted authority, as a blanket permit, for the necessary removal of trees under the requirements of the Code. Each project file is to contain documentation and a brief explanation of the ENGINEER'S decision to remove trees so as to provide the justification for such action for later reference. The final authority in settling any conflict with trees on publicly-owned or controlled property shall remain with the Director of Public Works.

20.60 CONSTRUCTION AND DEMOLITION DEBRIS

- 20.60.1 The CONTRACTOR shall dispose of construction and demolition debris only at approved sites within Duval County. Only sites designated by the CITY'S Director of Solid Waste and Resource Management may be used. The CONTRACTOR must identify the site to which construction and demolition debris under this contract will be removed for disposal. These sites must be further identified by Certificate of Necessity number and Solid Waste Department permit number. During performance of the contract, the CONTRACTOR will be required to obtain and retain receipts from the disposal site operator for all debris.

- 20.60.2 Prior to commencement of construction, the CONTRACTOR shall be required to submit the following completed statement of compliance:

Construction and Demolition Debris. Construction and demolition debris at the work site will be disposed of at _____. This location is subject to Certificate of Necessity No. _____, and designated by Solid Waste Department Permit No. _____. CONTRACTOR will obtain receipts for each load of debris deposited at _____, and will retain these receipts for the Contracting Officer's inspection for the duration of the contract and two (2) years thereafter.

20.61 PRECEDENCE OF DOCUMENTS:

- 20.61.1 In resolving conflicts, errors and discrepancies between the various Contract Documents, precedence shall be given in the following order:

- 20.61.1.1 Approved Change Orders
- 20.61.1.2 Contract Agreement, Including Proposal Form
- 20.61.1.3 Addenda Issued Prior to Receipt of Bids
- 20.61.1.4 Special Conditions of the Specifications
- 20.61.1.5 Technical Provision of the Specifications
- 20.61.1.6 Drawings
- 20.61.1.7 Invitation to Bid
- 20.61.1.8 Instructions for Bidders
- 20.61.1.9 General Conditions

- 20.61.2 Any specific item stated in the General Conditions, Special Conditions, or Technical Specifications, takes precedence

over an item which is made part of the documents by being added by reference.

20.62 AS-BUILT DRAWINGS:

- 20.62.1 The CITY will provide reproducible drawings to the CONTRACTOR for the CONTRACTOR to produce "as-built" drawings on all work performed under this contract. The CONTRACTOR will be responsible for the replacement cost of these drawings while under his care. No erasures will be made on the "as-builts", the original information will be stricken, and new information added. The CONTRACTOR will request the original drawings from the CITY in such time to allow the CONTRACTOR to provide one set of preliminary "as-built" drawings to the CITY a minimum of two weeks prior to final inspection. Such drawings of site development work and all other work exterior to buildings, including water, sewer, drainage, paving, curbs, sidewalks and other exterior elements, and for work on improvements in subdivisions, roadways constructed under platting procedures or accessways, and all exterior construction which is owned or is to be deeded or otherwise conveyed to the City of Jacksonville; shall be certified using forms shown in Section 13, pages 13-12 and 13-13 as to the location of all buildings, structures, utilities and other improvements and sealed by a land surveyor or an Engineer authorized to practice in the State of Florida under the provisions of Chapter 472 or 471, Florida Statutes, respectively.
- 20.62.2 "As-built" drawings for buildings shall be marked to indicate any and all changes made. "As-built" drawings will also include the installed size, elevation, and location of all interior equipment, structures, and concealed materials, including plumbing, electrical conduits, ducts, air and chemical piping.
- 20.62.3 All "as-built" drawings shall be in ink on mylar. In preparation of "as-built" drawings, if a designated elevation or distance is changed, it shall be crossed through with a single line (not erased) and the actual elevation or distance written in. If a designated elevation or dimension is not changed, it shall be denoted with a checkmark. The cost for preparation and certification of the "as-builts" shall be paid for by the CONTRACTOR. All "as-built" drawings shall be signed by the CONTRACTOR using the form shown in Section 13, page 13-14. Final payment for this project will not be made until the "as-builts" have been reviewed and accepted by the ENGINEER.
- 20.62.4 "As-built" drawings on roadway, drainage or other public infrastructure projects shall be as follows:
- 20.62.4.1 Paving: All horizontal control dimensions shall be to the nearest tenth of a foot. Elevations shall be to the nearest one-hundredth of a foot.

20.62.4.2 Drainage: All horizontal control dimensions shall be to the nearest tenth of a foot. Elevations shall be to the nearest one-hundredth of a foot.

20.62.4.3 Water: All valves, fittings, fire hydrants, etc. shall be located in two directions. One location shall be referenced perpendicular to the right-of-way line. The other location shall be parallel to the existing water main and shall be referenced perpendicular to the right-of-way line of the nearest street intersection. Locations of pavement, curb, sidewalk, or utility structures are not acceptable unless these are in turn referenced to right-of-way lines. Centerline of right-of-way may be used for reference in lieu of the right-of-way line. Locations (depth) are required and shall be referenced to a bench mark of finished grade. All horizontal and vertical control dimensions shall be shown to the nearest tenth of a foot. Size and type of water piping, valves, fittings, fire hydrants, etc. shall also be shown (i.e. 8" cast iron pipe, 6" gate valve). Special detail drawings will be required where installations were not as shown on the Contract drawings due to field conditions.

20.62.3.4 Sewer: During the daily progress of the work, the CONTRACTOR shall record on its field set of drawings, the exact location of all piping, wyes, tees, valves, manholes, and specials, all referenced off of right-of-way lines, or street centerlines in two directions perpendicular to said lines. All horizontal control dimensions shall be to the nearest tenth of a foot. Elevations shall be to the nearest one-hundredth of a foot.

20.63 SPECIAL CONDITIONS:

Deviations from these General Conditions shall be allowed only if detailed in the Special Conditions.

20.64 DISPOSITION OF SALVABLE MATERIAL:

20.64.1 All material to be removed, relocated or salvaged, shall be inspected by the ENGINEER, immediately prior to removal, and the ENGINEER'S decision as to the salvability shall be final. Such material that is salvable, in the opinion of the ENGINEER or its representative, shall be stored on site by the CONTRACTOR, as and where directed by the ENGINEER, or delivered to a location as directed in the Contract Documents. Under no circumstances may existing structures, plant or facilities be removed or demolished without obtaining prior approval from the ENGINEER.

20.65 PREVENTION, CONTROL AND ABATEMENT OF EROSION AND WATER POLLUTION

- 20.65.1 In addition to any erosion control measures shown on the plans, the CONTRACTOR shall take additional steps and make suitable provisions to minimize siltation and erosion of waterways which may result from, or as a result of, his operations during the course of construction of this Project. The CONTRACTOR is hereby advised that silt barriers are to be used at all times during construction operations that may result in siltation or erosion. The CONTRACTOR shall prepare and submit his own turbidity control plan in detail to the ENGINEER for approval. The ENGINEER'S approval shall not relieve the CONTRACTOR of liability in case of a citation by the Department of Environmental Regulation.
- 20.65.2 The CONTRACTOR is cautioned that construction or maintenance operations on the subject Project, which create turbidity and which directly or indirectly affects the water quality of any waterway to which storm water is discharged in such a manner as to exceed the limitations prescribed in Chapter 17-3 and 17-25, Florida Administrative Code, is a violation of the Water quality Standards of the State of Florida.
- 20.65.3 Turbidity shall not exceed twenty-nine (29) NTU's, above background level within one hundred (100) feet of the construction activity.
- 20.65.4 The CONTRACTOR shall be responsible for complying with all applicable rules, regulations, laws and ordinances and shall be solely liable for any fines, penalties, or costs caused by the CONTRACTOR'S failure to comply with said conditions. The execution of this work item by the CONTRACTOR is to be done on a proactive basis throughout the Contract.
- 20.65.5 This work shall include but not be limited to sandbagging, silt screens, hay bales, temporary grassing, sediment basins, and sediment checks as shown on the plans or deemed necessary by the CONTRACTOR and/or the ENGINEER. The costs required to comply with permit conditions, including testing, shall be included in the Lump Sum bid price for Erosion Control and Pollution Abatement. Payment for this item shall be based on the percentage of work completed. In the event there is no bid item for Erosion Control and Pollution Abatement, this work shall be included in Site Preparation.
- 20.65.6 The CONTRACTOR shall be solely liable for any fines or penalties imposed by the regulatory agencies having jurisdiction over this project due to CONTRACTOR'S failure to comply with this section.

20.66 RESIDENT NOTIFICATION AND TOWN MEETINGS

"Improvements in Progress" flyers, which notify local residents, homeowners and business personnel of impending construction, shall be prepared by the CITY and delivered to the CONTRACTOR at the Preconstruction Conference. (See sample in Section 13, pages 13-7 and 13-8). The CONTRACTOR will be responsible for distributing up to

500 "Improvements in Progress" flyers to the residents, homeowners and businesses in the immediate area of the project. The CONTRACTOR shall not be issued Notice to Proceed until the flyers have been delivered to him, and he shall not commence any work on the site until at least five (5) days after the flyers have been distributed.

When any part of the contract work requires relocation of a resident's fences, shrubbery, irrigation or similar items within easements or right-of-way, it shall be the CONTRACTOR's responsibility to notify (by certified mail, with copy to the ENGINEER) affected residents at least 14 days prior to commencement of construction. This notice will advise residents to remove any items they wish to save. It shall also be the responsibility of the CONTRACTOR to make personal contact with the residents 24 hours prior to construction on each specific parcel. If personal contact cannot be made, a written notice left at the residence will satisfy the 24-hour notice requirement. In no case shall work commence on a parcel where the required notification has not been made or without written consent of the ENGINEER.

At the CITY'S discretion, the CONTRACTOR'S project representative shall attend project related Town Meetings scheduled by the CITY and shall be prepared to discuss concerns expressed by residents and businesses affected by the construction.

The costs for distributing flyers, making personal contacts with property owners and attending Town Meetings shall be included in the lump sum amount bid for Site Preparation contained in the Proposal.

20.67 CONTRACTOR'S DAILY REPORTS

The CONTRACTOR will be required to complete Daily Reports for each calendar day of the project, starting with the date of the Notice to Proceed. The Daily Reports are to be submitted to the ENGINEER or Inspector by 12 o'clock noon, of the following work day. Failure to submit the reports will be grounds for withholding payments. A sample Daily Report form is included in Section 13, pages 13-9 and 13-10.

20.68 REQUEST FOR INFORMATION FORMS

The CONTRACTOR will use the Request For Information form as shown in Section 13, page 13-11, for any requests for clarification on the contract drawings or specifications.

20.69 VALUE ENGINEERING INCENTIVE

20.69.1 This Clause applies to any cost reduction proposal (hereinafter referred to as a Value Engineering Change Proposal or VECP) initiated and developed by the CONTRACTOR for the purpose of refining the contract documents so as to contribute to design cost effectiveness or significantly improve the quality of the end result. This Clause does not, however, apply to any such proposal unless it is identified by the CONTRACTOR, at the time of its submission to the ENGINEER as a proposal submitted pursuant to this Clause.

- 20.69.2 VECs contemplated are those that would result in net savings to the CITY by providing either: (A) a decrease in the cost of performance of the Contract, or; (B) a reduction in cost of ownership (hereinafter referred to as collateral costs) of the work provided by this Contract, regardless of acquisition costs. VECs must result in savings without impairing essential functions and characteristics such as safety, service, life, reliability, economy of operation, ease of maintenance, aesthetics and necessary standard design features. Plan errors which are identified by the CONTRACTOR and which result in a cost reduction, will not qualify for submittal as a VEC. In addition, a proposal to substitute one manufactured product or material for another that performs the same essential function will not qualify as a VEC.
- 20.69.3 The ENGINEER reserves the right to reject at its discretion any VEC submitted which proposes a change in the design which would require additional and concurrent costs to the owner outside the VEC. Substitution of another design alternate, which is detailed in the plans, for the one on which the CONTRACTOR bid, will not be allowed under this Clause. Pending execution of a formal change order to implement an approved VEC, the CONTRACTOR shall remain obligated to perform in accordance with the terms of the existing contract. No time extensions will be granted due to the time required to review a VEC.
- 20.69.4 The CONTRACTOR shall include the provisions of this Clause in any subcontract of \$50,000 or more and is encouraged to include the provisions in subcontracts of less than \$50,000. The CONTRACTOR shall encourage submission of VECs from subcontractors, however, it is not mandatory that VECs be submitted nor is it mandatory that the CONTRACTOR accept or transmit to the ENGINEER VECs proposed by his subcontractors. The CONTRACTOR may choose any arrangement for subcontractor value engineering incentive payments; provided, that these payments shall not reduce the CITY'S share of the savings resulting from the VEC.
- 20.69.5 As a minimum, the following information shall be submitted by the CONTRACTOR with each VEC:
- (1) A description of the difference between the existing contract requirement and the proposed change, and the comparative advantages and disadvantages.
 - (2) Separate detailed cost estimates for both the existing contract requirement and the proposed change. The cost estimates shall be broken down by contract pay item numbers indicating quantity increases or decreases and deleted pay items. In preparing the estimates, the CONTRACTOR shall include overhead, profit, and bond. No separate pay item(s) for these costs will be allowed.

- (3) An estimate of the effects the VECP would have on collateral costs to the CITY.
 - (4) An itemization of plan details, plan sheets, design standards and specifications that must be changed or added if the VECP is adopted. Preliminary plan drawings must be sufficient to describe the proposed changes.
 - (5) Engineering or other analysis in sufficient detail to identify and describe specific features of the contract which must be changed if the VECP is accepted, with a proposal as to how these changes can be accomplished and an assessment of their effect on other project elements. The ENGINEER may require that design analyses be performed by a design professional licensed to practice in the State of Florida and qualified in the applicable class of work. Any design changes which result from the VECP must be supported by prints of drawings and computations signed and sealed by a Professional Engineer or Architect licensed to practice in the State of Florida, other than the Engineer/ Architect of Record or his Subcontracted Consultant, who undertakes the design and drawing preparation of components, systems or installation methods and equipment for the specific VECP portion of the project work. The cost for this design work will be the responsibility of the CONTRACTOR.
 - (6) A statement of the date and time by which approval of the VECP must be issued by the ENGINEER in order to obtain the total estimated cost reduction during the remainder of this Contract.
 - (7) A discussion of the impact of the proposed VECP upon the schedule for each activity impacted by the VECP as well as a discussion of the impact of the VECP on the overall contract completion time.
 - (8) Identification of any previous submissions of the same or a similar VECP, including the dates submitted, the CITY department or agency involved, the contract involved and previous actions taken by the CITY concerning the VECP, if known.
- 20.69.6 Two copies of each VECP shall be submitted to the ENGINEER. VECPS will be processed expeditiously; however, the CITY will not be liable for any delay in acting upon a VECP submitted pursuant to this Clause. The CONTRACTOR may withdraw, in whole or in part, a VECP not accepted by the ENGINEER within the period specified in the VECP. The CITY shall not be liable for any VECP development cost in the case where a VECP is rejected or withdrawn.
- 20.69.7 The ENGINEER shall be the sole judge of the acceptability of a VECP and of the estimated net savings in construction and/or collateral costs from the adoption of all or any

part of such proposal. In determining the estimated net savings, the right is reserved to disregard the contract bid prices if, in the judgment of the ENGINEER, such prices do not represent a fair measure of the value of work to be performed or to be deleted.

- 20.69.8 Prior to approval, the ENGINEER may modify a VECP, with the concurrence of the CONTRACTOR, to make it acceptable. If any modification increases or decreases the net savings resulting from the VECP, the CONTRACTOR'S fair share will be determined upon the basis of the VECP as modified and upon determination of final quantities. The net savings shall be computed by subtracting the revised total cost of all bid items affected by the VECP design from the total cost of the same bid items as represented in the original contract. Prior to approval of the VECP, which initiates the change order, the CONTRACTOR shall provide three sets of acceptable contract plan sheets revised to show the details consistent with the VECP design.
- 20.69.9 CONTRACTOR development and implementation costs for the VECP will not be recoverable. If the VECP is adopted, the CONTRACTOR'S share of the net savings as defined hereinafter shall be considered full compensation to the CONTRACTOR for the VECP, including its costs of preparation.
- 20.69.10 The CITY'S costs of processing or implementing a VECP will not normally be considered in the estimate. However, the ENGINEER reserves the right, where it deems such action appropriate, to require the CONTRACTOR to pay the ENGINEER'S cost of investigating and implementing a VECP submitted by the CONTRACTOR as a condition of considering such proposal. Where such a condition is imposed, the CONTRACTOR shall indicate his acceptance thereof in writing, and such acceptance shall constitute full authority for the ENGINEER to deduct amounts payable to the CITY from any monies due or that may become due to the CONTRACTOR under the contract.
- 20.69.11 When collateral cost savings are sought by the CONTRACTOR, separate estimates must be prepared for collateral costs of both the existing contract requirement and the proposed change. Each estimate shall consist of an itemized breakdown of all costs and the basis for the data used in the estimate. Cost benefits to the CITY include, but are not limited to: reduced costs of operation, maintenance or repair, and extended useful service life. Increased collateral costs include the converse of such factors. Computations shall be as follows:
- (1) Costs shall be calculated over a 20-year period on a uniform basis for each estimate.
 - (2) If the difference in the estimates as approved by the ENGINEER indicate a savings, the CONTRACTOR shall divide the resultant amount by 20 to arrive at the

average annual net collateral savings. The resultant savings shall be shared as stipulated in 20.69.12.

20.69.12 If a VECP is approved by the ENGINEER, the CONTRACTOR may be entitled to share in both construction savings and collateral savings to the full extent provided for in this Clause. The CONTRACTOR and CITY shall each receive 50% of net reduction in the cost of performance of this Contract. When collateral savings occur, the CONTRACTOR shall receive 20% of the average 1 year's net collateral savings. The CONTRACTOR shall not receive construction savings or collateral savings on optional work listed in this Contract, until the CITY exercises its option to obtain that work.

20.69.13 If a proposed change is identical or essentially similar to a VECP previously approved by the CITY or an idea previously utilized by the CITY on another project, it will not be considered as a VECP, thus would not qualify for shared savings.

20.70 DUST CONTROL

If the ENGINEER determines that it is necessary to control dust from time to time during the progress of the work, the CONTRACTOR shall do so with a method approved by the ENGINEER at no additional cost to the Contract.

20.71 SURVEYS AND GRADE STAKES

The CONTRACTOR shall be responsible for setting all grade stakes, lines and levels. Any reference points, points of intersection, property corners, or bench marks which are disturbed during construction shall be restored by a land surveyor registered to practice in the State of Florida, and all costs thereof shall be borne by the CONTRACTOR. The setting of grade stakes and alignment to be accomplished by a registered land surveyor may be waived by the ENGINEER in the event the CONTRACTOR desires to utilize his own personnel and furnish, in writing, to the ENGINEER satisfactory evidence that his personnel are qualified to set the grade and all alignment stakes. The CONTRACTOR shall assume full responsibility for the correctness of the grade and alignment stakes. Payment for all work required by this Section shall be included in the Lump Sum price for Site Preparation contained in the Proposal.

20.72 PROMPT PAYMENT TO SUBCONTRACTORS AND SUPPLIERS:

20.72.1 GENERAL REQUIREMENTS - When the CONTRACTOR receives payment from the CITY for labor, services, or materials furnished by subcontractors and suppliers hired by the CONTRACTOR, the CONTRACTOR shall remit payment due (less proper retainage) to those subcontractors and suppliers within 15 calendar days after the CONTRACTOR'S receipt of payment from the CITY. CONTRACTOR'S failure to submit an Application for Payment every month shall, in no way, negate CONTRACTOR'S payment obligations required under this section. Nothing herein shall prohibit the CONTRACTOR from

disputing, pursuant to the terms hereof, all or any portion of a payment alleged to be due to its subcontractors and suppliers. In the event of such a dispute, the CONTRACTOR may withhold the disputed portion of any such payment only after the CONTRACTOR has provided notice to the CITY and to the subcontractor or supplier whose payment is in dispute, which notice shall: (i) be in writing; (ii) state the amount in dispute; (iii) specifically describe the actions required to cure the dispute; and (iv) be delivered to the CITY and said subcontractor or supplier within 10 calendar days after CONTRACTOR'S receipt of payment from CITY. Contractor shall pay all undisputed amounts due within the time limits imposed by this section.

20.72.2 SOCIALLY DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION - Notwithstanding Chapter 126, Part 6 of the Jacksonville Ordinance Code (the "Code"), the Contractor shall pay all contracts awarded with certified SDBEs as defined therein their pro-rata share of their earned portion of the progress payments made by the CITY under the applicable contract (less proper retainage) within seven (7) business days after the CONTRACTOR'S receipt of payment from the CITY; CONTRACTOR'S failure to submit an Application for Payment every month shall, in no way, negate CONTRACTOR'S payment obligations required under this section. The pro-rata share shall be based on all work completed, materials, and equipment furnished or services performed by the DBE at the time of payment. As a condition precedent to progress and final payments to Contractor, the Contractor shall provide to the CITY, with its requisition for payment, documentation that sufficiently demonstrates that the CONTRACTOR has made proper payments to its certified SDBEs or SBES from all prior payments that the CONTRACTOR has received from the CITY. The CONTRACTOR shall not unreasonably withhold payments to certified SDBEs. If the CONTRACTOR withholds payment to its certified SDBEs or SBES, which payment has been made by the CITY to the CONTRACTOR, the CONTRACTOR shall return said payment to the CITY. The CONTRACTOR shall provide notice to the CITY and to the certified SDBE or SBES whose payment is in dispute, which notice shall: (i) be in writing; (ii) state the amount in dispute; (iii) specifically describe the actions required to cure the dispute; and (iv) be delivered to CITY and said subcontractor or supplier within five (5) calendar days after the CONTRACTOR'S receipt of payment from the CITY. THE CONTRACTOR SHALL PAY ALL UNDISPUTED AMOUNTS DUE WITHIN THE TIME LIMITS IMPOSED BY THIS SECTION. Failure to pay undisputed amounts to the SDBE or SBE within seven (7) business days shall be a breach of contract, compensable by 1% of the outstanding invoice being withheld by the CITY as liquidated damages. Continued failure to adhere to this clause may be cause for termination of the contract.

20.72.3 THIRD-PARTY LIABILITY - The Prompt Payment requirements hereunder shall, in no way, create any contractual relationship or obligation between the CITY and any subcontractor, supplier, SDBE, or any third-party or create any CITY liability for the CONTRACTOR'S failure to make

timely payments hereunder. However, the CONTRACTOR'S failure to comply with the Prompt Payment requirements shall constitute a material breach of its contractual obligations to the CITY. As a result of said breach, the CITY, without waiving any other available remedy it may have against the CONTRACTOR, may: (i) issue joint checks; and (ii) charge the CONTRACTOR a 0.2% daily interest penalty or penalties specified in Chapter 126 of the Code for SDBEs or SBEs and Chapter 218, Florida Statutes, for non-SDBEs or SBEs, whichever is greater.

20.73 CONSTRUCTION NOISE REGULATIONS:

Noise generated by construction operations on this project is regulated by the Jacksonville Noise Control Ordinance (Chapter 368 of the City of Jacksonville Ordinance Code). This ordinance can be viewed on the City's Web Page at coj.net by selecting "Site Index" at the top of the page, then selecting "Ordinance Code" or "Municipal Code" from alphabetical index. In the "SEARCH" box enter "368" and select the "Search" button. The Contractor shall ensure that all supervisory personnel and subcontractors on this project are familiar with and comply with the requirements of this Noise Control Ordinance. See Appendix B for copies of the following forms:

- APPLICATION TO CONSTRUCT OR OPERATE A NOISE POLLUTION SOURCE
- APPLICATION FOR VARIANCE FROM APB RULES

All applications prepared by the Contractor shall be forwarded to the Engineer for review prior to submittal.

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Storm Sewer Cave-In Repair

SECTION 21

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SECTION 22
INCINERATOR ASH MATERIAL
MANAGEMENT PLAN
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SECTION 22

INCINERATOR ASH MATERIAL MANAGEMENT PLAN

22.1 Introduction

The following Management Plan (hereinafter referred to as the "Plan") has been prepared as guidance on Incinerator Ash Material (hereinafter referred to "Ash") that may be encountered by Contractors performing construction/excavation projects for the City of Jacksonville (herein after referred to as "City"). This Plan may be incorporated into City construction contracts. If the contract does not include provisions on encounters with contaminated media generally, or Ash specifically, this guidance should be followed. The Plan includes the following:

- Procedures for identification of Ash,
- Procedures for notifications to City and regulatory officials,
- Procedures for handling, storing, and characterizing the Ash for proper disposal,
- Procedures for transporting the Ash to an approved facility for disposal, and
- Minimum requirements for documenting Ash handling and disposal activities.

The following sections detail the minimum procedures necessary for handling encountered Ash material.

22.2 Identification of Ash

Ash is referred to as material generated by melting and burning of municipal and household waste at incinerator facilities. According to City of Jacksonville - Solid Waste and Resource Management, most of the incinerator activities were conducted between the 1950s and 1960s. The Ash may be found in areas of the City where non-native material was used as backfill for parks, small creeks, ponds, etc.

The Ash may be visually identified by inspecting excavated soils for the presence of broken glass, pottery, pieces of metal, etc., darkened by the burning process. Ash is also commonly found fused together into uneven-shaped, variable-size pieces, with a reddish-orange color.

22.3 Notification and Suspension of Work

Immediately upon unexpectedly encountering suspected Ash-laden soils and unless the contract provides other procedures, the contractor must suspend work

into Ash-laden media and notify the City's Project Manager. If the Project Manager and contractor disagree that Ash-laden soils have been encountered, an environmental consultant should be engaged to positively identify the material. Regardless of any disagreement between the Project Manager and the contractor about the nature of the material, the Project Manager shall immediately notify the Environmental Law Division, Office of General Counsel (OGC) at 904/630-1723 or 630-1700. OGC shall advise the Project Manager about which federal, state, and/or local environmental regulatory authorities to notify, to include contacting FDEP representative Ashwin B. Patel at (904) 448-4320, ext 378.

22.4 Handling, Sampling and Characterization of Ash

All Ash excavated before the suspension of work in contaminated soil shall be temporarily stored on-site, in lined roll-offs or, depending upon quantity, hazardous waste containers. On-site storage cannot exceed 90 days without a hazardous waste storage permit from the Florida Department of Environmental Protection (FDEP). Every reasonable effort should be made to remove Ash determined to be hazardous waste (HW) from the site within 30 days after characterization. In order to ensure disposal of HW within 90 days, if ash material is determined to be HW, the sampling should be completed within 15 days of discovery/excavation and sent for analysis. Under no circumstance should hazardous waste be stored on site for so long that a hazardous waste storage permit must be sought. Unless otherwise provided in the contract, the contractor, in consultation with the Project Manager, shall arrange for suitable storage containers, including roll-offs, and if necessary, off-site treatment or disposal. The City's Project Manager shall be responsible for determining when construction may resume.

The following is a recommended schedule of activities to ensure that excavated material gets disposed of in less than 90 days:

- Day 1 Discovery or Removal and containerization of ash material
- Day 15 Sampling
- Day 16-60 Analysis
- Day 60-70 Review analytical data/report and make HW determination
- Day 70-75 Arrange for waste disposal
- Day 80-85 Waste shipped off-site

Recognizing that some small amount of Ash-laden soil may have been excavated before the contractor's personnel conclude or suspect that Ash has been encountered, such excavated Ash material must initially be covered with visqueen, surrounded with a temporary fence, and posted with signs warning that the material may be hazardous. This work shall be performed by the contractor. This will limit the public's exposure to potential hazardous waste until suitable

containers or roll-offs are mobilized onto the site, the appropriate regulatory authorities have been notified, and sampling the excavated soils has been done.

At a minimum, three to five samples from each roll-off, or one from each container must be collected for analyses of the eight Resource Conservation and Recovery Act (RCRA) metals (arsenic, barium, cadmium, chromium, lead, selenium, silver, and mercury) according to the Toxicity Characteristic Leaching Procedure (TCLP) (EPA Method 1311) to evaluate whether the excavated Ash is hazardous waste. Three to five samples with evidence of Ash from each roll-off or container must also be submitted for analyses of the parameters listed in EPA Method 6010 for total metal, EPA Method 8260 for Volatile Organic Compounds (VOCs), EPA Method 8270 for Semi-Volatile Organic Compounds (SVOCs), Polychlorinated Biphenyls (PCBs), Pesticides and Herbicides, Oil & Grease, and Total Recoverable Petroleum Hydrocarbons (TRPH) by the FL-PRO Method. Sample collection must be conducted under FDEP-approved Comprehensive Quality Assurance Project Plan (CQAPP), in accordance with the requirements listed by FDEP in DER QA-O01-"Standard Operating Procedures for Laboratory Operations and Sample Collection Activities."

When the environmental consultant for the contractor receives the laboratory analyses a copy of the laboratory reports shall be provided to the City's Project Manager. Also, copies of all analytical results should be provided to Ashwin B. Patel, FDEP. If the City has arranged for the laboratory analyses, copies of the laboratory report will be given to the contractor upon receipt. The contractor, or authorized environmental consultant, must review the results of the laboratory analyses to determine the hazardous characteristics of the Ash material. If the results of the TCLP (lower detection limits would have to be requested from the lab before the samples are run) or of the Synthetic Precipitation Leaching Procedure (SPLP) (EPA Method 1312) exceed the groundwater cleanup levels established in Chapter 62-277, FAC, or if total analyses concentrations exceed the Florida residential cleanup target goals, the material shall not be returned to the original excavation. If the results from the SPLP or the TCLP (modified for lower detection limits) are below the Florida groundwater cleanup levels and the total analyses concentrations are below Florida residential soil cleanup targets goals, the material may be returned to the original excavation area only with approval from the OGC and the FDEP.

22.5 Transportation and Disposal of Ash

If the ash has not been characterized as hazardous waste by TCLP, has SPLP (or TCLP with lower detection limits) results below Florida groundwater cleanup levels, and any hazardous substances in the material are below Florida residential soil cleanup target goals under Chapter 62-277, FAC, it may be returned to the excavation or used elsewhere in the vicinity of the excavation/construction (if the material is suitable for that purpose). If the ash is characterized as containing a hazardous substance in excess of State soil cleanup target goals, but not as

hazardous waste, arrangements may be made, with guidance from OGC, to dispose of the material as a special waste at an appropriately licensed landfill. If, however, the Ash is characterized as hazardous waste, it must be taken to a licensed hazardous waste treatment or disposal facility.

Upon characterization of the Ash by TCLP as a hazardous waste that must be taken to a licensed hazardous waste treatment or disposal facility, it need not be further characterized using the Toxicity Characteristic Leaching Procedure (TCLP) for the eight RCRA metals, unless required by the treatment or disposal facility. The fencing and signage originally installed shall remain in place until the material has been removed from the site.

Disposal of excavated Ash that has been characterized as hazardous waste shall be properly packaged for transportation, which shall be conducted by a licensed hazardous waste transporter to a licensed treatment or disposal facility.

Ash that is not hazardous waste may, with the concurrence of the City's Solid Waste and Resource Management Department, be sent to Trail Ridge Landfill in Jacksonville, Florida for proper disposal. The procedures for non-hazardous waste transport to and disposal at Trail Ridge Landfill are as follows:

- Notify Trail Ridge Landfill with the estimated amount of material requiring disposal,
- Prepare and submit disposal profiles to the landfill for approval. Profiles sheets may be obtained directly from the landfill by calling Linda Hair at (904) 289-9100. Laboratory results must be included with the profile sheets for approval by the landfill,
- Obtain transportation manifests after approval of the profiles by the landfill, and
- Mobilize roll-offs to landfill for disposal.

Note: Transportation manifests will be provided by the landfill upon approval of the material for disposal. The number of manifests will depend on the number of loads or roll-offs requiring transportation to the landfill.

The contractor or designated environmental consultant will be responsible for signing the transportation manifest on behalf of the City.

In the event large quantities must be handled, the contractor or environmental consultant shall:

- Properly identify the analytes exceeding TCLP levels that characterize the Ash as a hazardous waste. The contractor or environmental consultant must notify the City immediately upon determining that the Ash is a hazardous waste,

- Determine the most cost effective method for transportation and disposal of the hazardous waste,
- Contact an approved hazardous waste transportation facility to mobilize the Ash material. The contractor or environmental consultant will be responsible for obtaining all applicable transportation manifests,
- Obtain acceptance of the material for disposal into an approved hazardous waste disposal facility, and ensure compliance with all local, State and Federal disposal requirements.

22.6 Documentation

The environmental consultant conducting the analyses shall submit a report to the contractor and the Project Manager indicating the results of the laboratory analyses. If the material is to be disposed of as hazardous waste or non-hazardous special waste, the contractor shall determine the amount of Ash material to be containerized and/or transported to an appropriate treatment or disposal facility. The contractor shall be responsible for documenting the proper disposition of the Ash, including but not limited to, transportation and disposal manifest, characterization reports, and disposal weigh tickets.

22.7 Safety

Depending upon the laboratory analyses of the Ash material, further excavation of Ash may require the use of 40-hour OSHA trained personnel. Ordinarily, environmental consultants assign such trained personnel to conduct Ash sample collection. Investigations have concluded that Ash may contain elevated levels of arsenic and lead; therefore, proper handling of the material by trained OSHA personnel may be necessary.

Storm Sewer Cave-In Repair

SECTION 23 through 29

(These Sections were Intentionally Left Blank)

SECTION 30**SCOPE OF WORK****30.1 SCOPE**

The work covered by these Specifications consists of the Contractor providing all labor, materials, and equipment to repair defective storm systems, as well as roadway work and incidental sidewalk, driveway, curb and gutter, and other supporting appurtenant work at designated locations within the City Limits of Jacksonville, Florida.

30.2 INTENT OF PROJECT

It is the intent of these Contract Documents to provide a continuing Contract between the City of Jacksonville and a qualified Contractor during the period of fiscal years 2017 and 2018 (October 1, 2016 through September 30, 2018) for the repair of storm sewer systems and roadways.

It is not the intent of these Contract Documents to minutely define the mode, means, methods, techniques, sequence of construction and/or programs incident to the Contractor's work, but rather to set forth rational and reasonable criteria for the construction of each assigned project site.

30.3 CONSTRUCTION PLANS

The City of Jacksonville will supply maps, sketches, construction drawings or as-builts for selected project sites. The Contractor shall construct the project in accordance plan provided and in accordance with these Specifications and as approved by the Chief, Right of Way and Stormwater Division.

A City of Jacksonville Representative and the Contractor shall meet on each project site to discuss the specific site's scope of work prior to the Contractor mobilizing. The conclusion will result in an agreed estimate of contract unit prices necessary to complete the work. At no time shall the Contractor dictate unit prices or quantities required to produce a complete project.

The Contractor shall obtain all required permits (local, state and Federal), including but not limited to, the NPDES Permit and the approval of the Maintenance of Traffic Plan prior to the work. The Contractor must adhere to all permit requirements..

30.4 JOB SITE LOCATIONS

The project sites will be located on any street, highway, City property or private property with approved easements within the City of Jacksonville, Florida.

SECTION 31 SPECIAL CONDITIONS

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Item #8.

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SECTION 31

SPECIAL CONDITIONS

31.1 APPLICATION OF SECTION 31 - SPECIAL CONDITIONS:

31.1.1 Wherever conflict may exist between the Special Conditions and other parts or Sections of the Contract Documents, the order of precedence, as set forth in Section 20.61, General Conditions, shall apply. If certain situations arise whereby it would be difficult or impossible for the Special Conditions to prevail, then the final decision shall be made by the Chief, Right of Way and Stormwater Maintenance Division.

31.2 APPLICABLE SPECIFICATIONS, GUIDELINES, STANDARDS AND DETAILS:

31.2.1 In addition to this set of Contract Documents entitled Storm Sewer Cave-In Repair, the current City Standard Specifications, dated August 1996, the current City Standard Details, dated July 2004, including all Revisions and Land Development Procedures Manual (LDPM) published prior to the bid date by the Department of Public Works, City of Jacksonville, Florida and the American Disabilities Act (ADA) Guidelines and Standards for Transportation Facilities governed by the U.S. Access Board @ <http://www.access-board.gov/guidelines-and-standards/transportation/facilities/ada-standards-for-transportation-facilities> shall be incorporated into and become a part of this set of Specifications, insofar as the applicable Sections and any Addenda may apply to the proposed work. In the event that a particular item is not covered by the contract documents, the Department of Transportation Standard Specifications will apply.

31.3 NON- APPLICABLE PORTIONS OF THE CONTRACT DOCUMENTS:

31.3.1 The following Sections and/or Section and Paragraph of these Specifications are not applicable to this Contract:

- Section 2.25, Major Items of Equipment
- Section 2.30, Voluntary Partnering
- Section 6, Set Aside Plan
- Section 7, Encouragement Plan
- Section 20.1.25, Definitions, Shop Drawings
- Section 20.1.31, Definitions, Contract Contingency Fund
- Section 20.4.1- 20.4.10, Schedule and Progress Reports

- Section 20.5, Photographic Records
- Section 20.12, Copy of Documents, Record Drawings
- Section 20.20, Federal Employment Requirements
- Section 20.21, Federal Wage Rates
- Section 20.28, Shop Drawings
- Section 20.36, Cash Allowance
- Section 20.39, Progress Payments
- Section 20.53, Engineer's Field Office
- Section 20.54, Qualifications of Contractors Performing Work on Construction of Buildings and/or Structures
- Section 20.55, Qualifications of Contractors and Craftsmen Performing Work on Certain Specialty Trades
- Section 20.57, Project Sign Details
- Section 20.62, As-Built Drawings
- Section 20.67, Contractor's Daily Reports

31.4 REVISIONS TO THE CONTRACT DOCUMENTS:

- 31.4.1 Section 20.1.2, Application for Payment - Delete and replace definition with "The form (invoice) supplied and submitted by the Contractor for requesting payment for project site work authorize, completed and accepted."
- 31.4.2 Section 20.1.17, Engineer - replace "The Chief of the Engineering Division" with "The Chief of the Right-of-Way and Stormwater Maintenance Division."
- 31.4.3 Section 20.1.19, Final Payment - Delete and replace definition with "Final Payment is a payment made after all project site work including clean-up is completed and accepted."
- 31.4.4 Section 20.2.1, Revise to read:

"If notice to the CITY or ENGINEER:

Public Works Department
Attention: Chief of Right-of-Way and Stormwater Maintenance
609 St. Johns Bluff Road North
Jacksonville, Florida 32225"

- 31.4.5 Section 20.3, Notice to Proceed, Preconstruction Conference and Work Hours - delete paragraphs 20.3.1, 20.3.2 and 20.3.3 and replace with the following:

20.3.1 "The Contractor shall begin work within ten (10) days after date receipt of the Purchase Order(s), such notice being prepared and forwarded through the mail or otherwise by the City. No work shall be done prior to the date of issuance of the Purchase Order. The City shall not be liable for any damages or expenses incurred by the Contractor for any work performed or purchases made prior to the commencement date in the Purchase Order. Notice to Proceed will be in the form of a Purchase Order(s) and may be issued at any time and in any amount appropriate during the term of this Contract for the work to be accomplished. They may be issued for one project site or multiple project sites. Purchase Orders issued for multiple sites will be referred to as "Master" or "Blanket" Orders in which the City will provide the contractor with the project site locations where work is to be performed."

20.3.2 "Not used"

20.3.3 "Before starting the work, a Preconstruction Conference will be held to review and determine the methods of scheduling and progress reporting of this Project, and to establish a working understanding between the parties as to the Engineer, the Inspector, the Contractor, and the Contractor's Superintendent."

31.4.6 Section 20.6, Time of Completion and Liquidated – delete 126.202 in the first line and replace with 126.201.

31.4.7 Section 20.14. Assignment, Subletting and Subcontracting – delete Paragraph 20.14.1 and replace with the following:

20.14 "The Prime Contractor shall perform 25% of the assigned contract work with its own workforce."

31.4.8 Section 20.18, Compliance with Laws and Permits – delete 320.411 in 20.18.2, 6th line and replace with 320.408 and delete paragraph 20.18.5 and replace with the following:

20.18.5 "Permits required for this project within and/ or crossing the right-of-way of state and federal highways, railroads and waterways shall be obtained by and at the expense of the Contractor. No project shall be performed in such areas until said permits have been obtained and copied to the City. No separate payment shall be made for obtaining permits. Payment shall be included in the applicable Contract Unit Price(s) authorized and paid to construct the project. City of

Jacksonville Right of Way permits are not required for this construction. ”

- 31.4.9 Section 20.13, City’s Non-Discrimination Policy- delete 20.13 and replace with:

20.13 Other Non-Discrimination Provisions

As required by Section 126.404, Jacksonville Ordinance Code, contractor represents that it has adopted and will maintain throughout the term of this contract a policy of nondiscrimination or harassment against any person with regard to race, color, sex (including pregnancy), sexual orientation, gender identity or expression, religion, political affiliation, national origin, disability, age, marital status, veteran status, or any other impermissible factor in recruitment, hiring, compensation, training, placement, promotion, discipline, demotion, transfers, layoff, recall, termination, working conditions and related terms and conditions of employment.. Contractor agrees that, on written request, it will permit reasonable access to its records of employment, employment advertisement, application forms and other pertinent data and records, by the Executive Director of the Community Relations Commission, or successor agency or commission, for the purpose of investigation to ascertain compliance with the non-discrimination provisions of the Contract; provided however, that Contractor shall not be required to produce, for inspection, records covering periods of time more than one (1) year prior to the effective date of the Contract. Contractor agrees that, if any of the products or Services to be provided pursuant to the Contract are to be provided by a subcontractor, the provisions of this Section shall be incorporated into and become a part of the subcontract.

- 31.4.10 Section 20.30 Tests and Inspections – add the following to 20.30.1 and modify 20.30.1.1 as below:

-Add-

“The City may at any time request compaction or concrete testing. At each project site the City Representative shall visually monitor the Contractors means and methods including equipment, labor and materials used to achieve the required soil or aggregate compaction and concrete strength. The City Representative shall identify possible Contractor work which may fall short of achieving acceptable results. The Contractor shall modify its efforts to the satisfaction of the City Representative. When the Contractor and City Representative are unable to agree that efforts are sufficient for the construction the Contractor shall provide approved 3rd party

testing to verify the required compaction and strength is achieved."

-Modify-

20.30.1.1 Testing Costs

The CITY will pay for the following tests:

1. Geotechnical investigations (generally performed during the Design Phase prior to bidding.)
2. Testing of welds
3. Testing of torque of bolts

The Contractor will pay for the following tests:

1. Testing of compaction for all structural, storm sewer, roadway or utility backfills
2. Testing of concrete

The CONTRACTOR will pay for any retests resulting from its failure to provide work that passes. Said retests shall be performed by the same testing company which failed the work.

31.4.11 Section 20.31 is amended by adding the following paragraph:

"The Contractor will maintain and staff a local office within Duval or surrounding county during the life of this Contract."

31.4.12 Section 20.32, Safety, Protection and Emergencies - delete paragraph 20.32.7 and replace with the following and delete 29C.F.R.S 1926-65 in the 9th line of 20.32.10 and replace with 29 CFR 1926:

20.32.7 "The CONTRACTOR'S attention is specifically directed to the published regulations of the OSHA 29CFR Part L- Scaffolds, Part P Excavators and Part CC- Cranes and Derricks in Construction."

31.4.13 Section 20.39, Progress Payments - delete SDBE and Non-SDBE from paragraph 20.39.2 and replace with Jacksonville Small Emerging Business "JSEB".

31.4.14 Section 20.60, Construction and Demolition Debris - delete Solid Waste and Resource Management from paragraph 20.60.1 and replace with Regulatory Compliance.

31.4.15 Section 20.64, Disposition of Salvable Material- delete sub-section 20.64.1 and replace with the following:

"20.64.1 All material(s) to be removed, relocated, re-set or salvaged, shall be inspected by the Engineer, immediately prior to

removal, and the Engineer's decision as to the salvability shall be final. Such material that is salvable, in the opinion of the Engineer or his representative, shall be stored on site by the Contractor, as and where directed by the Engineer and prepared for transportation (placed on pallets, banded, blocked, wrapped, boxed, etc.), protected and loaded by the Contractor. All preparation for transportation shall remain unchanged once loaded and shall become the property of the City. No separate payment shall be made for salvaging. Payment shall be included in the applicable Contract Unit Price(s) authorized and paid to construct the project."

31.4.16 Section 20.65, Prevention, Control and Abatement of Erosion and Water Pollution - delete 17-3 and replace with 62-3 and delete 17-25 and replace with 62-25 from paragraph 20.65.2.

31.4.17 Section 20.66 is amended by replacing the first paragraph with the following:

"Improvements in Progress" flyers, which notify local residents, homeowners and business personnel of impending construction, shall be prepared by the City and delivered to the Contractor once the Purchase Order is issued. The Contractor will be responsible for distributing up to 10 "Improvements in Progress" flyers to the residents, homeowners and businesses in the immediate area of each project site a minimum of one week prior to mobilizing. The Contractor shall not mobilize until the flyers have been delivered to him, and he shall not commence any work on the site until the flyers have been distributed. No separate payment shall be made for distributing the flyers. Payment shall be included in the applicable Contract Unit Price for mobilization."

31.4.18 Section 20.72, Prompt Payment to Subcontractors and Suppliers Resident - delete all references to Social Disadvantaged Business Enterprises, SDBE and SBE in paragraph 20.72.2 and 20.72.3 and replace with Jacksonville Small Emerging Business "JSEB".

31.5 MODIFICATIONS TO THE FDOT SPECIFICATIONS:

31.5.1 Whenever a conflict exists between the FDOT Specification and the City Standard Specification, the City Standard Specification will apply. The following is a list of modifications to the FDOT Specifications applicable to this Contract:

- The word "DEPARTMENT" shall be replaced by "Right of Way and Stormwater Maintenance Division".

- "State Traffic Operations Engineer" shall be replaced by "City Traffic Engineer".
- "Engineer" shall refer to the Chief, Right of Way and Stormwater Maintenance Division or his designated representative.
- Delete State of Florida and where it appears substitute "City of Jacksonville".
- Delete "Director, Division of Road Operations" and where it appears substitute "Chief, Right of Way and Stormwater Maintenance Division".

31.6 PERSONS TO CONTACT:

31.6.1 If there are any questions concerning the specifications, bidding or construction of this project prior to bidding and award, please email: City of Jacksonville, Marilyn Laidler, at mlaidler@coj.net. Written questions will be accepted until 2:00 P.M., July 20, 2016. Only written requests to the above addressee will be considered. No requests for additional information or clarification to any other City office, consultant, or employee will be considered. All responses will be in writing and, if warranted, will be issued as addenda. Each Bidder is required to submit the acknowledgment of each and all addenda with the Bid. The City will not be responsible for any oral exchange or any other exchange of information that occurs outside of the official process specified herein.

31.6.2 Louis Lawrence is the City of Jacksonville's Project Manager for the administration and construction of this project. He can be reached at louisl@coj.net.

31.7 SCHEDULE and PERFORMANCE REQUIREMENTS:

31.7.1 Prior to the Contractor mobilizing or initiating any project efforts, a representative of the Right of Way and Stormwater Maintenance Division shall meet with the Contractor at each project site to discuss in detail the work that will be required. Specifically, they will discuss the type of repair to be made (Standard or Chemical Grout). The Contractor will be responsible for obtaining all information required prior to mobilizing and/ or ordering the equipment and supplies needed for the project, including utility coordination. No separate payment shall be made for these meetings or coordination. Payment shall be included in the applicable contract unit price(s) authorized and paid to

construct the project. At no time shall the Contractor dictate contract unit prices or quantities required to produce a complete project.

- 31.7.2 The Contractor shall begin the project within ten (10) days of Purchase Order(s) issuance. The Contractor must diligently pursue completion of the project once work has commenced on any and all sites. This includes all related work such as traffic maintenance, pumping, shoulder dressing, seed and mulching, sodding, erosion control and cleaning up. Each project site shall be cleaned up for safety on a daily basis and final clean-up shall be completed no later than three (3) calendar days after the project is accomplished.
- 31.7.3 If adequate funds have been appropriated, the Contractor will be required to perform work on multiple project sites simultaneously when directed by the Engineer. The Contractor will be required to work as many as three project sites crews at any given time during the duration of the Contract. Three complete drainage crews not one or two crews working three project sites. A crew shall consist of one (1) foreman, (1) operator and (2) drainage workers minimum, excluding flaggers. The Contractor will be allowed thirty (30) calendar days from the date of written notice from the City per additional crew to ramp their resources and efforts to achieve the increased production required.
- 31.7.4 The Contractor will be required to provide the City with a project schedule on a weekly basis that reflects the daily planned project activity for the subsequent two (2) weeks. The schedule for each project site or multiple project sites will be subject to approval by the Engineer on the basis of achieving the minimum of four thousand dollars (\$4,000.00) per eight (8) hour work day for each project site authorized by the City.
- 31.7.5 It is required that the Contractor's performance demonstrate a project site production of a minimum of four thousand dollars (\$4,000.00) per eight (8) hour work day for each project site scheduled and/or initiated. The Contractor's performance for each project site shall be calculated by the total project site cost divided by the number of work days (worked or not) from the initial mobilization date through the accepted substantial completion date.
- 31.7.6 When City priorities exist, the City will provide the Contractor with a proposed Schedule of Priority as established by the Engineer indicating the order of each location to be worked. The City shall be informed if any deviations from this Schedule of Priority become necessary, and the Contractor shall then re-submit a new schedule for approval.

31.7.7 The Contractor shall notify the City twenty-four (24) hours prior to starting work on any project site. The Superintendent or designated Contractor Representative shall contact the Engineer/Inspector every morning of each working day prior to 8:00 a.m. to advise and/or confirm all work locations for that day. This advisement and/or confirmation shall be by telephone, fax or e-mail providing the Contractor's daily schedule to the Engineer.

31.8 LIQUIDATED DAMAGES:

31.8.1 Section 20.6.5 is amended and the amounts in this paragraph shall apply. Should the Contractor fail to complete an individual project site within the approved scheduled time and/or fail to meet the requirements of Section 31.7, the amount of two hundred dollars (\$200.00) per calendar day for each day the work remains incomplete shall be deducted from the payment due the Contractor. The two hundred dollars (\$200.00) represents a liquidated damage assessment. It is understood that for the purpose of assessing liquidated damages, each project site will be considered individually with regard to its approved schedule, and without regard to the total number of Purchase Orders or last scheduled completion date. The liquidated damages provided herein are not as a penalty, but as a reimbursement to the City for its added expense for additional supervision, inspection and administration during construction.

31.9 LEGAL WORKFORCE:

31.9.1 Owner shall consider the employment, by Vendor or Contractor, of unauthorized aliens a violation of section 274A(e) of the Immigration and Nationalization Act. Such violation shall be cause for unilateral cancellation of the contract upon thirty (30) days' prior written notice of such cancellation, notwithstanding any other provisions to the contrary in the Specifications and other Contract Documents.

31.9.2 Vendor/Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of:

- a. all persons employed by the Vendor/Contractor during the term of the Contract to perform employment duties within Jacksonville, Duval County, Florida; and
- b. all persons, including subcontractors, assigned by the Vendor/Contractor to perform work pursuant to the Contract with the Owner.

31.10 SOLICITATION SILENCE POLICY:**31.10.1 Solicitation Silence Policy**

The City of Jacksonville has implemented a Solicitation Silence Policy that prohibits certain oral communication regarding a solicitation during the period the policy is in effect. Written communications to the Chief of the Procurement Division or his/her staff are allowed at all times.

31.10.2 Prohibitions

Any oral communication regarding a particular solicitation is prohibited between a potential vendor, service provider, bidder, lobbyist or consultant and city employees, staff, or hired consultant.

31.10.3 Exceptions to the Solicitation Silence Policy

Unless specifically provided in the applicable solicitation document the Solicitation Silence Policy does not apply to the following:

- communications regarding a particular solicitation between the Chief of the Procurement Division or his/her staff responsible for administering the procurement process for such solicitation, provided the communication is limited strictly to matters of process or procedure already contained in the corresponding solicitation document
- communications between a potential vendor, service provider, bidder, consultant or lobbyist and city employees responsible for administering the Jacksonville Small Emerging Business Program, provided the communication is limited strictly to matters of programmatic process or procedures
- communications with the Office of General Counsel and his/her staff
- communications with the Office of Inspector General and his/her staff
- emergency procurements of goods and services pursuant to 126.102(e).
- oral communications at pre-bid conferences
- oral presentations before publicly noticed committee meetings
- contract negotiations during any duly noticed public meeting
- duly noticed site visits to determine competency of bidders during the period between bid opening and issuance of the Chief of Procurement Division's written recommendation
- communications in writing at any time to the Chief of Procurement Division or his/her staff unless specifically prohibited by the applicable solicitations document

31.10.4 Commencement and Termination of the Solicitation Silence Period

The period of Solicitation Silence commences after the advertisement of the solicitation document. The period of Solicitation Silence terminates after the Chief of the Procurement Division issues a written recommendation to the corresponding awarding committee. If the awarding committee refers the Chief's recommendation back for further review, the Solicitation Silence period shall be reinstated until such time as the Chief issues a subsequent recommendation.

31.10.5 Written Communication During the Solicitation Silence Period

When the Solicitation Silence period is in effect, any communication shall be in writing, unless one of the exceptions applies. Written communication may be in the form of letter, email or facsimile.

31.10.6 If Not an Exception

If a city employee, staff or hired consultant receives an oral inquiry call for an answer or response that is not within the scope of the exception, the city employee, staff or hired consultant shall kindly request that the question be presented in writing to the Chief of the Procurement Division or his/her staff and that a response will, in turn, be given in writing.

Any information that changes adds to or clarifies the terms, provisions or requirements of the solicitation document shall be conveyed equally to all competitors in a solicitation addendum.

31.11 LIMITS OF PROJECT SITE(S):

31.11.1 Work shall be performed at specific locations within Duval County. All work shall be performed only on City property or private property with proper easements provided by the City. Care shall be taken to not disturb any private property.

31.11.2 The Contractor is advised that not all project sites are accessible by large equipment. Remote and/or portable equipment and manual labor shall be required when project sites are not accessible by larger equipment.

31.11.3 The limits of each Project Site will be defined by the Engineer. These limits will include, but not be limited to, all adjacent, sub-sequential work accomplished within 1000 feet of direct and continuous roadway, right-of-way, or easement of each other. Measurement will

be from extremities of work performed in any area. The entire area so designated will be construed to be one project site.

31.12 COORDINATION OF CONSTRUCTION WITH EXISTING UTILITIES:

31.12.1 The Contractor will be responsible for all utility coordination required to complete the work at the project site(s).

31.12.2 The Contractor shall establish liaison with and coordinate his work with all utilities, but not limited to: JEA (formerly Jacksonville Electric Authority), AT&T Telephone, TECO/People's Gas, Comcast, City Traffic Engineer, the Department of Public Works, City of Jacksonville, and any other utility providers within the project site limits to prevent interference with overhead and buried electrical, water, sewer, telephone, TV cables and gas facilities.

31.12.3 The following is a list of utility companies or businesses which are known to have utilities within the City of Jacksonville and their coordination representative:

- JEA – Distribution – Mike Baker – (904) 665-6754
- JEA – Transmission Engineering – Jason Rinehardt – (904) 665-7380
- Teco/Peoples Gas – Donna Spohn – (904) 443-7316
- MCI Telecommunications – John McNeil (904) 355-0187
- Comcast – Rodney Hand - (904) 380-6409
- AT&T – Sergio Martinez – (904) 727-1552
- City Traffic Operations – Mason Boyd – (904) 255-7549

31.12.4 All water used in conjunction with the work required in these Specifications shall be potable (clean, drinkable and filtered). The Contractor shall make adequate provisions with JEA or the appropriate private utility company for the amount of water required to accomplish the work. Where fire hydrants are available, the Contractor shall make application to JEA for a hydrant permit for various locations which will be good for the life of this Contract. If the fire hydrant system is owned by a private utility company, water usage must be approved by the Owner. If approval from the private utility cannot be obtained or no hydrants are available, the Contractor will be required to provide a water tank truck and pump for work requiring the use of potable water. Any costs associated with supplying potable water shall be included in the line item payments made for the actual work completed.

31.12.5 All work on or around any potable water line shall be executed in such a manner so as not to interfere with the operation of the utility system.

The method of conducting the proposed work shall at all times be subject to approval without, in any way, relieving the Contractor of responsibility for the same. It is to be unequivocally understood that continuity of water service is required, and the decision of the Owner shall be followed in such matters. The Contractor shall not operate any valves nor otherwise cause any interruption of water service without, first contacting the appropriate representative and obtaining permission to do so, and shall have a representative of JEA present at the time of operation.

31.12.6 If the need arises for the shut-down of a potable water main, or portion thereof, where there will be an interruption of water service to customers, it is the Contractor's responsibility to notify all affected parties of the proposed interruption of service at least 24 hours prior to shutting off the same.

31.12.7 Should the need arise for the interruption of fire protection whereby the Contractor has to take a fire hydrant out of service, the Contractor shall notify the appropriate representative of JEA or a private utility company, at least 24 hours prior to same, so as to insure the proper liaison with the City of Jacksonville Fire Department.

31.13 CONTRACTORS SUPERINTENDENT and COMMUNICATIONS:

31.13.1 The Contractor's Superintendent and/or other Representatives who will be communicating with the Engineer during the life of this Contract will be required to speak, comprehend, read and write English. The Superintendent or designated Representative shall contact the Engineer/Inspector every morning of each working day prior to 8:00 a.m. to advise and/or confirm all work locations for that day. This advisement and/or confirmation shall be by telephone, fax or e-mail providing the Contractor's daily schedule to the Engineer.

31.14 PAYMENTS:

31.14.1 Under this Contract, Purchase Orders may be issued for individual or multiple project site(s).

31.14.2 Payment for the work performed under these Contract Documents will be made at the Contract Unit Price set forth in the Bid Proposal. Each Contract Unit Price shall include the Contractor furnishing all materials, equipment, tools and labor and any other item necessary to complete the work.

- 31.14.3 When the project site work has been authorized, constructed and the Contractor considers it to be substantially complete and ready for its intended function and preliminary final inspection, the Contractor shall notify the Engineer that the work is substantially complete, schedule and meet with the City Representative on site to inspect, verify quantities and generate a punch list, if applicable, and within five (5) days of inspection the Contractor shall complete all punch list items. The Contractor shall notify the City Representative once all punch items are completed. Within a reasonable time thereafter, the City Representative shall re-inspect and review the project site records to determine the status of completion. Upon agreeing that the work is complete, the City Representative shall notify the Contractor that the project site work is accepted, identify final quantities and then the required Contractors request for payment can be submitted.
- 31.14.4 Final quantities are to be verified and agreed upon between the City Representative and Contractor or their designee prior to invoice submittal. The City requests that invoices be submitted within thirty (30) calendar days of project site completion. Should the City receive a request for payment with error, the City will highlight errors for correction and return to the Contractor for revision and resubmittal within seven (7) calendar days. The City shall not be responsible for any delay of payment caused by the Contractor failing to submit an invoice acceptable to the City for payment.
- 31.14.5 For project sites with an expected duration of less than 30 calendar days, the City will pay for each individual project site invoiced in full after its completion and final acceptance. Exceptions may be made by the Chief, Right of Way and Stormwater Maintenance Division should circumstances beyond the Contractor's control unduly delay the entire completion of the work.
- 31.14.6 For project sites with an expected duration of more than 30 calendar days, the City will pay partial payments for the work completed to date less retainage every thirty days. For each period, the Contractor shall submit a pay request detailing the amount previously paid and the work completed to date.
- 31.14.7 Paragraph 20.39.5 is amended to read as follows:
- 20.39.5 "Partial payments shall be made to the Contractor monthly for the value of work done based upon certification of the Engineer less a 5% retainage of the total amount earned, provided the Contractor has met and continues to meet the project schedule and complies with all contract requirements. If at any time the Contractor falls behind schedule, the City will have the right to increase the retainage to 10% of the total amount earned. Retainage shall be paid to the Contractor

within thirty (30) days following the completion and acceptance of the entire work.”

31.14.8 The Contractor shall submit a separate invoice per project site for the earned amount. The invoices shall include the following:

- Company Letterhead
- Original Signature
- PO Number
- Date Invoiced
- Contract and Bid Number
- Site Location included Street Name and Number or Intersection
- Itemized Quantities
- Certification Statement
- Notation of Partial or Final Payment
- Change Order Documentation
- Project Records
- JSEB Form
- Dump or Haul Tickets

31.14.9 Reduction and Withhold Of Payment For Unsatisfactory Service:

- If any defined action, duty, service, or part thereof assigned by this Contract is not performed by the Contractor, the value of such action, duty, service, or part thereof will be determined by the City and deducted from any invoice claiming such items.
- If any action, duty, service, or part thereof has been completed but is determined by the Engineer/ Inspector to be unsatisfactory, the Contractor will be so notified and given an appropriate amount of time to correct the deficiency. The City will withhold payment for unsatisfactory work until such time as the work is determined to be acceptable.

31.15 CONTRACT PERFORMANCE AND PAYMENT BONDS:

31.15.1 Contract Performance and Payment Bonds are required. Refer to Paragraph 2.11.1, Paragraph 20.45 and Section 12 of these specifications.

31.15.2 Any costs associated with the Contractor providing the required bonds shall be included in the applicable contract unit price(s) authorized and paid to construct the project.

31.16 BID SECURITY:

Bid Security is required. Refer to Section 2.3, Paragraph 2.3.1 and 2.4.1 and Section 10 of these specifications.

31.17 INSURANCE:

- 31.17.1 Proper Insurance is required. Refer to Section 20.44 of these specifications.
- 31.17.2 Any costs associated with the Contractor providing the required insurance shall be included in the applicable contract unit price(s) authorized and paid to construct the project.

31.18 PREVENTION, CONTROL AND ABATEMENT OF EROSION AND WATER POLLUTION:

- 31.18.1 The Contractor is reminded that every project site is required to be in compliance with Section 20.65, Prevention, Control and Abatement of Erosion and Water Pollution.
- 31.18.2 No separate payment shall be made for Prevention, Control and Abatement of Erosion and Water Pollution. Any costs associated with the Contractor conforming to these requirements shall be included in the applicable contract unit price(s) authorized and paid to construct the project.

31.19 NOISE POLLUTION CONTROL:

- 31.19.1 The Contractor is reminded that every project site is required to be in compliance with Section 20.73, Construction Noise Regulations.
- 31.19.2 Jacksonville's Noise Control Ordinance (Chapter 368) is referred to herein to heighten the Contractor's awareness of the applicable restrictions and enforcements contained therein. It is the Contractor's responsibility to be familiar with the provisions of the ordinance and to arrange work activities in such a manner to be in compliance with the ordinance requirements.
- 31.19.3 No separate payment will be made for complying with the ordinance. Any costs associated with the Contractor conforming to these requirements shall be included in the applicable contract unit price(s) authorized and paid to construct the project.

31.20 FLORIDA TRENCH SAFETY ACT:

- 31.20.1 The Contractor shall be solely responsible for providing safe and acceptable support of the excavation for the protection of workmen, proposed work, existing structures, existing utilities, trees or any

other existing or new element requiring protection. The method of support utilized by the Contractor for worker safety shall meet the requirements of the Laws of Florida, Chapter 90-96, Florida Trench Safety Act (Occupational Safety and Health Administration's Safety Standards, 29 C.F.R. 1926.650, Subpart P) and shall be sufficient to allow for proper installation and inspection of the work. Should in the opinion of the Engineer, the excavation not be properly supported to prevent the damage or loss of any element, the Contractor shall immediately change, modify, and/or increase the support system to the satisfaction of the Engineer. It is anticipated that a drag box or similar shoring method will be used to protect the excavation if, in the opinion of the Engineer, it is determined that a drag box or similar method is unsuitable, steel sheeting will be required.

- 31.20.2 No separate payment for trench protection such as a drag box or similar method will be made. Any costs associated with the Contractor conforming to these requirements shall be included in the applicable contract unit price(s) authorized and paid to construct the project. Payment for trench protection by utilization of steel sheeting shall be in accordance with this section.

31.21 CONFINED SPACE ENTRY:

- 31.21.1 The Contractor shall be solely responsible for meeting the requirements of the Occupational Safety and Health Administration's Safety Standards, 29 C.F.R. 1910.146, 1926.21 and all other applicable parts relating to protecting employees, subcontractors and the public from hazards of entry into confined spaces. Should in the opinion of the Engineer, the Contractor fail to meet these requirements the Contractor shall immediately change, modify, and/or increase its efforts to the satisfaction of the Engineer.

- 31.21.2 No separate payment will be made for complying with the standard. Any costs associated with the Contractor conforming to these requirements shall be included in the applicable contract unit price(s) authorized and paid to construct the project.

31.22 STORM SEWER ISOLATION, DEWATERING and BY-PASS PUMPING:

- 31.22.1 The Contractor shall be responsible for maintaining the flow and capacity characteristics of the storm sewer system(s) where work is accomplished by utilizing bypass pumping or other system approved

by the Engineer. At no time should water be allowed to surcharge in a system and water levels shall be maintained to such a level that will prevent upstream flooding. Should the Contractor fail to maintain the flow and capacity characteristics of the existing storm sewer system in the opinion of the Engineer, modifications or changes to the by-pass or similar system shall be required as directed by the Engineer.

- 31.22.2 All cost associated with storm sewer isolation, dewatering and by-pass pumping or similar system, including but not limited to, pumps, hoses, dams, pipe plugs, stone, sand bags, fuel or other ancillary item required for a complete dewatering and/ or bypass system shall be in accordance with this section.

31.23 HAZARDOUS AND/ OR TOXIC WASTE AND POLLUTANTS:

- 31.23.1 The Contractor shall discontinue operations and notify the Engineer if discolored soils or water, visible fumes, abnormal odors or other indicators of hazardous and/or toxic waste/ pollutants are encountered during the work. The suspect presence of such shall be treated with extraordinary caution and work shall not resume until presence is proved false and continuation of work is approved by Engineer.

- 31.23.2 No separate payment will be made for delay or the Contractor conforming to these requirements. Any costs associated with these requirements shall be included in the applicable contract unit price(s) authorized and paid to construct the project.

31.24 SURVEY AND GRADE STAKES:

- 31.24.1 Survey and Grade Stakes shall consist of the Contractor meeting the requirements of 20.71, General Conditions.

- 31.24.2 The City may provide control points and bench marks when applicable for the project site work to be accomplished.

- 31.24.3 No separate payment will be made for the Contractor conforming to these requirements. Any costs associated with these requirements shall be included in the applicable contract unit price(s) authorized and paid to construct the project.

31.25 MOBILIZATION (Line Item No. 1- 7, 63- 69 and 87-89):

- 31.25.1 Mobilization shall consist of the Contractor preparing and placing into operation all labor, equipment, and materials required to initiate

the work including, but not limited to, the movement of personnel, equipment, supplies and incidentals to the project site.

31.25.2 The City may provide the Contractor with Jacksonville Stormwater Utility Signage indicating that the work being performed is funded by the Jacksonville Stormwater Utility fees. The Contractor will be required to store, transport, install, remove, and protect the signage at each project site for the duration of the contract. The signage will be returned to the City at contract end. Payment for this work will be included in the applicable Mobilization line item payment for each project site.

31.25.3 Payment for Mobilization shall be made at the respective Contract Unit Price for each Mobilization item and be full compensation for all work required in this section. The selection of which Contract Unit Price(s) to be used and paid for shall be determined by:

- The substantial type of repair performed "Standard" or "Chemical" (only one selection of Item No. 1- 7 or 63-69 will be paid).
- The substantial size and quantity of pipe, culvert or structure repaired and Roadway or Right of Way work performed on the specific project site (only one selection of Item No. 1- 7 or 63-69 will be paid).
- The substantial size and quantity of pipe, culvert or structure repaired and Roadway or Right of Way work is performed on the specific project site with mechanical paving (only one selection of Item No. 1- 7 or 63- 69 plus Item No. 89 will be paid)
- The substantial size and quantity of pipe, culvert or structure repaired and Roadway or Right of Way work is performed on the specific project site with milling > 50 sq. yds. and mechanical paving (only one selection of Item No. 1- 7 or 63- 69 plus Item No. 88 and Item No. 89 will be paid)
- A pipe, culvert or structure is NOT repaired on a specific project site and Roadway or Right of Way work is performed (only Item No. 87 will be paid)
- A pipe, culvert or structure is NOT repaired on a specific project site and Roadway or Right of Way work is performed with mechanical paving (Item No. 87 plus Item No. 89 will be paid)
- A pipe, culvert or structure is NOT repaired on a specific project site and Roadway or Right of Way work is performed with milling > 50 sq. yds. and mechanical paving (Item No. 87 plus Item No. 88 and Item No. 89 will be paid)

31.25.4 Only one (1) Mobilization line item selection and payment from Item No. 1- 7 or 63- 69 will be allowed per project site except as further clarified in this section and as determined by the Engineer. Line

Item No. 88 and Line Item No. 89 are ancillary to Items No. 1- 7, 63- 69 and 87.

- If the Contractor has completely mobilized, payment for remobilization shall be made when requested by the City to temporarily discontinue work and the Contractor is without fault and completely removes all equipment and its workforce from the project site and returns at a later date to resume efforts and complete the work. Remobilization shall be paid at the same rate as the original mobilization with no standby or delay charges allowed.

31.26 SITE PREPARATION (Line Item No. 8-11 and 70- 73):

31.26.1 Site Preparation shall consist of the Contractor performing all preparatory work and operations required to ready the project site for the construction to be accomplished. All work shall be as directed by the Engineer and shall comply with the requirements of Section 102, 103 and 141 and all other applicable City Standard Specifications and Details, LDPM, this section and be in accordance with the existing storm sewer system, roadway and approved drawings.

31.26.2 The Contract Unit Price(s) shall include all labor, equipment, materials and supplies necessary to prepare the project site for the work including, but not limited to, the following:

- All demolition
- All subgrade clearing and grubbing to 12" depth
- Removal of existing drainage structures and pipe
- Removal and disposal of asphaltic or cementitious concrete (equal to or < 6" deep)
- Re-grading existing ditches within five (5) feet of drainage terminus
- Removal of existing curb and gutter of any type, paved spillways and ditch paving
- Removal of trees less than 6 inches in diameter
- Installation, maintenance and removal of tree and trench protection and erosion control
- Removal, storage, protection and restoration of existing guardrail, handrail, fence or other barrier
- Removal, storage, protection and restoration/relocation of existing irrigation systems
- Removal and disposal of extra drainage pipe or other items that the Engineer deems to serve no purpose and are within the project site limits of construction

- Removal storage, protection and restoration of existing signs, mailboxes and/or existing utilities
- Installation, maintenance and removal of temporary fence and asphalt or cold patch
- Survey and Grade Staking
- Excavation (regular excavation) of materials, whether suitable or unsuitable, to the necessary elevation required to construct the work
- Stockpiling and the use of material (backfilling) encountered during excavation which the Engineer has determined to be suitable backfill material
- Accessing storm sewer pipes and structures
- Manual removal and disposal of sediment, soils and debris within a pipe or structure
- Proper removal and disposal of unsuitable materials encountered during excavation from the project site
- Maintenance of Traffic (MOT) on residential or local streets or within easements or City property. Refer to 31.27
- Supply, maintenance, operation and removal of sump, sock or bypass or other dewatering system(s) that requiring a pump equal to or < 4" diameter including any sand bags, plugs or other required retaining devices
- Supply, maintenance, operation and removal of any required well pointing system

31.26.3 Payment for Site Preparation shall be made at the respective Contract Unit Price and be full compensation for all work required in this section. The selection of which Contract Unit Price to be used and paid for shall be determined by the substantial type of repair performed "Standard" or "Chemical", total square foot of repair surface area (over the excavation only) and depth of excavation.

31.27 COLLAR REPAIRS TYPE 1- 4 (Line Item No. 12- 29):

31.27.1 Collar Repairs Type 1-4 shall consist of the Contractor performing all work and operations required to repair failures in various sizes of rigid and flexible pipe by constructing an acceptable standard collar as delineated in this section. All work shall be as directed by the Engineer and shall comply with applicable City Standard Specifications and Details, LDPM, this section and be in accordance with the existing storm sewer system, roadway and approved drawings.

31.27.2 Rigid and Flexible Pipe

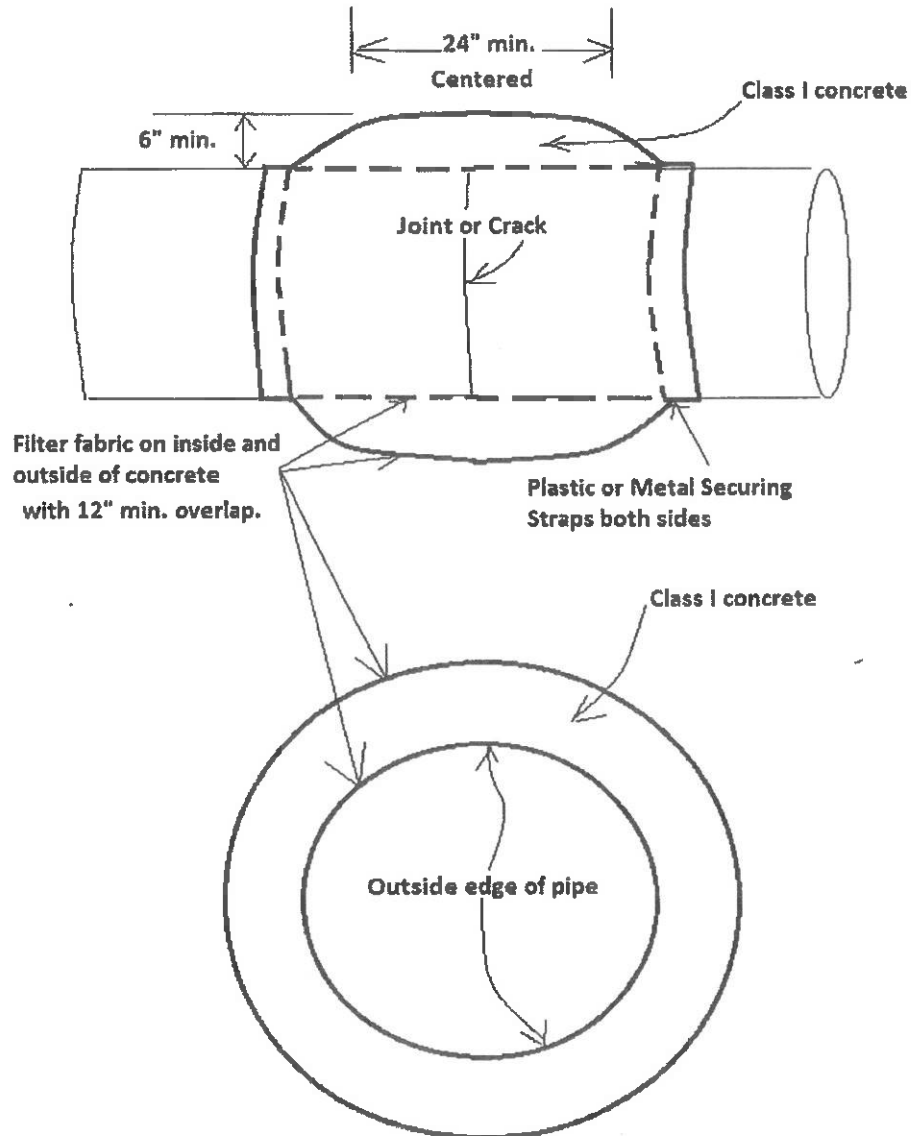
- Rigid Pipe examples are reinforced concrete, vitrified clay, cast and ductile iron, steel and cast-in-place.
- Flexible Pipe examples are corrugated metal, Polyvinyl Chloride (PVC), High Density Polyethylene (HDPE), Polypropylene (HP Storm), fiberglass-reinforced polymer or concrete.

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31.27.3 Type 1- 4 Detail Drawings

CONCRETE MAINTENANCE COLLAR

Type 1

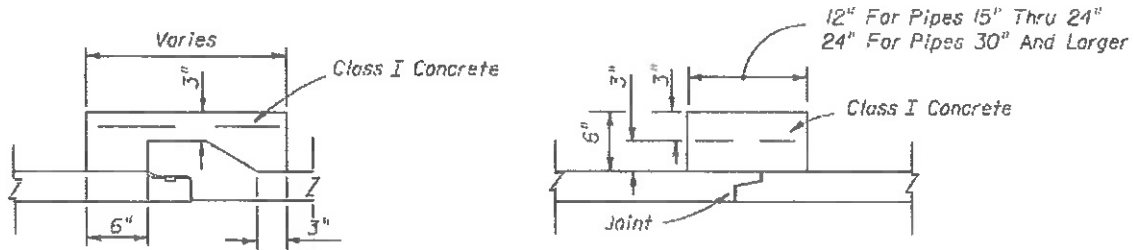


When a concrete maintenance collar is approved for use on flexible pipe, an approved band or coupling installation prior to the collar will be required.

CONCRETE COLLAR

Type 2

Concrete Pipe Repair



Note: For reinforcement see elliptical pipe concrete jacket.
(All Pipe Sizes)

BELL AND SPIGOT

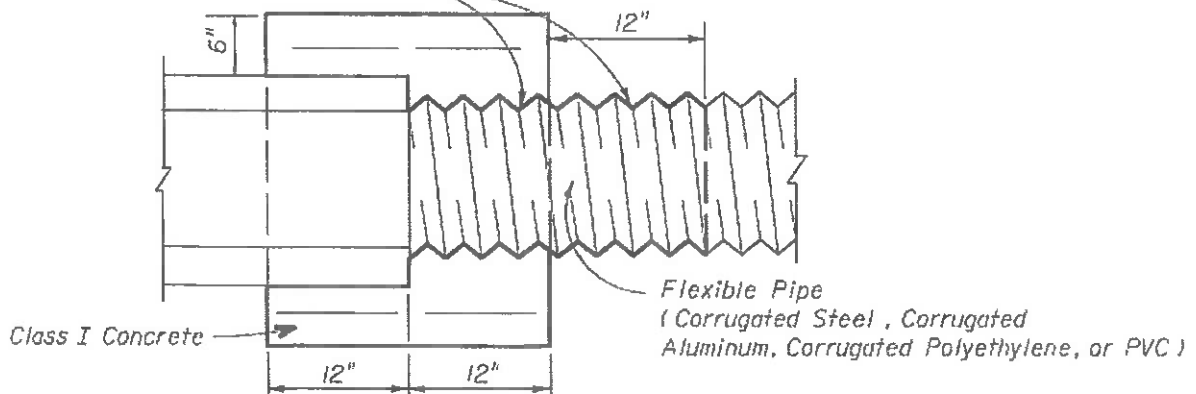
TONGUE & GROOVE

Any Wire Mesh Arrangement Which Provides
0.126 Square Inches Of Steel Area Per Linear
Foot Both Ways May Be Used; Provided The
Wires Are Spaced A Minimum Of 2" And/Or
A Maximum Of 6" On Centers

DISSIMILAR TYPES COLLAR

Type 3

Bituminous Coating Required For
CMP (Any Suitable Bituminous Material
May Be Field Applied) Bituminous Coating
To Extend 12" Beyond Concrete Collar

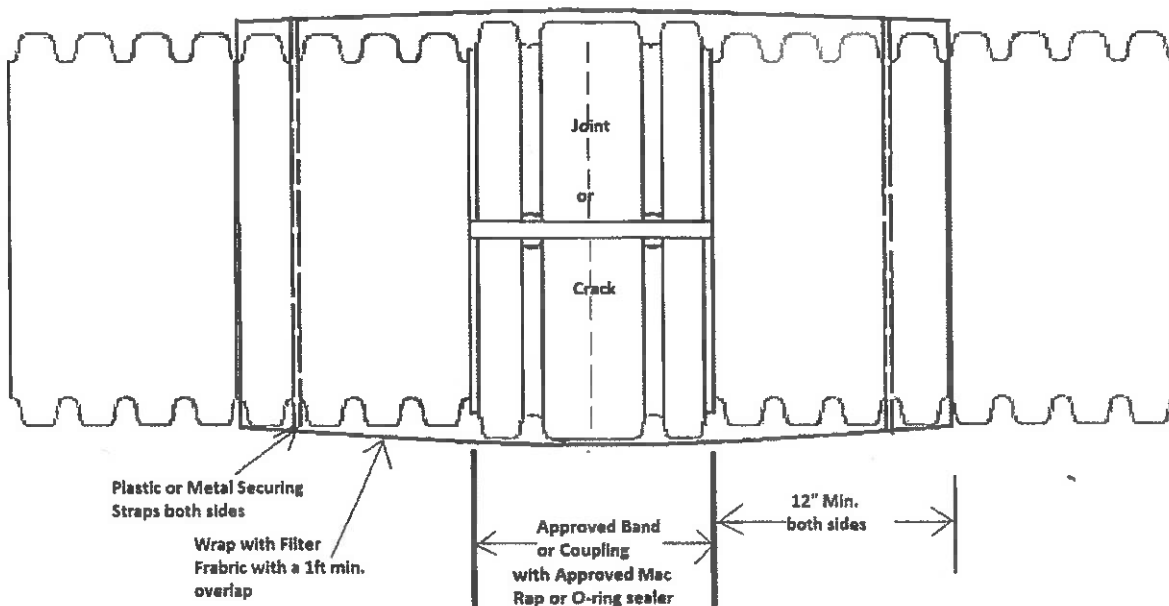


Any Wire Mesh Arrangement Which Provides
0.126 Square Inches Of Steel Area Per Linear
Foot Both Ways May Be Used; Provided The
Wires Are Spaced A Minimum Of 2" And/Or
A Maximum Of 6" On Centers

Flexible Pipe Collar

Corrugated Metal, Aluminum, Polyethylene or PVC

Type 4



31.27.4 The Contract Unit Price(s) shall include all labor, equipment, materials and supplies necessary to provide a complete collar installation, including but not limited to, excavation, re-alignment, bed preparation, saw cutting, concrete, welded wire, gaskets, coupling, seals, bituminous material or coating, forms, filter fabric, ties, backfill and compaction.

31.27.5 Payment for Collar Repairs Type 1-4 shall be made at the respective Contract Unit Price by type of collar constructed and diameter (or equal) of the pipe authorized, repaired and accepted. The type of repair to be constructed and paid for shall be directed by the Engineer or his representative.

31.28 AREA Repair (Line Item No. 30- 31):

31.28.1 Area Repairs shall consist of the Contractor performing all work and operations required to repair failures in rigid and flexible pipe by constructing an acceptable square foot patch acceptable to the existing pipe material. All work shall be as directed by the Engineer and shall comply with applicable City Standard Specifications, Details, LDPM, this section and be in accordance with the existing storm sewer system, roadway and approved drawings.

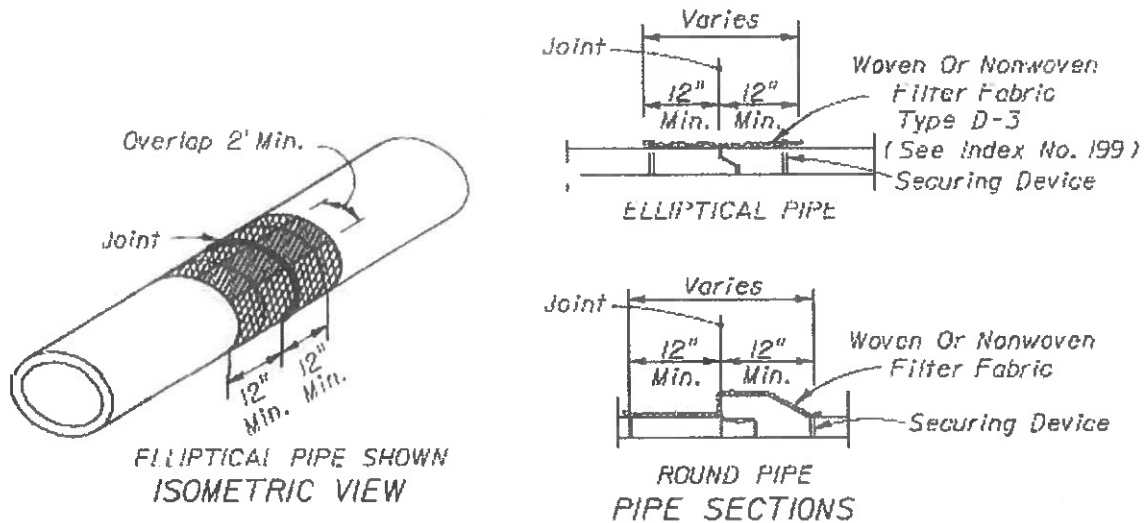
31.28.2 The Contract Unit Price(s) shall include all labor, equipment, materials and supplies necessary to provide a complete patch, including but not limited to, excavation, bed preparation, saw cutting, concrete, bricks, welded wire, wire mesh or lath, gaskets, coupling, seals, bituminous material or coating, forms, filter fabric, ties, backfill and compaction.

31.28.3 Payment for Area Repairs shall be made at the respective Contract Unit Price by type of material and per square foot authorized, repaired and accepted. The type and size of repair to be constructed and paid for shall be determined by the Engineer or his representative.

31.29 REMOVE AND REPLACE (Line Item No. 32- 61):

31.29.1 Remove and Replace shall consist of the Contractor performing all work and operations required to install new conduits of various size, shape and type. All work shall be as directed by the Engineer and shall comply with applicable City Standard Specifications and Details, LDPM, this section and be in accordance with the existing storm sewer system, roadway and approved drawings.

31.29.2 All pipe joints not requiring a type 1- 3 collar shall be wrapped with a geotextile filter fabric in accordance with the detail following this paragraph. The fabric will extend twelve (12) inches either side of the joint with a minimum of one foot overlap. The cost of the filter fabric wrap and installation shall be included in the Unit Price of the pipe being installed.

FILTER FABRIC JACKET

Cost of filter fabric jacket to be included in cost of pipe culverts.

FOR ALL PIPE TYPES - CONCRETE PIPE SHOWN

31.29.3 No bituminous coated pipe will be accepted.

31.29.4 The Contract Unit Price(s) shall include all labor, equipment, materials and supplies necessary to provide a complete conduit installation, including but not limited to, excavation, line and grade, bed preparation (Case 1, Plate D-801 of the City Standard Details), conduit, couplings, gaskets, filter fabric, ties, backfill and compaction.

31.29.5 Payment for Remove and Replace shall be made at the respective Contract Unit Price per actual linear foot of pipe or culvert authorized, installed and accepted where old pipe was removed. Separate payment will be made for type 1-3 collars and connections to structures which were authorized, installed and accepted.

31.30 CEMENTITIOUS WATER-STOP/WATER PROOFING (Line Item No. 62):

31.30.1 Cementitious Water-stop/Water Proofing shall consist of the Contractor performing all work and operations required to repair above and below grade concrete or masonry surfaces under hydrostatic pressure where water and sediment infiltration exist by applying a modified Portland-cement based mortar or coating to create a low-maintenance and durable waterproof barrier. All work shall be as directed by the Engineer and shall comply with

Manufacture Specification and applicable City Standard Specifications, Details, LDPM, this section and be in accordance with the existing storm sewer system, roadway and approved drawings.

31.30.2 Cementitious Water-stop/Water Proofing brands or types of material shall be approved by the Engineer prior to use. The Contractor shall submit the following to Engineer for the proposed alternate:

- The Contractor shall state in writing to the Engineer naming the proposed manufacturer.
- Manufacturer's technical literature providing the proposed material description, limitations and properties, preparation, application, mixing, handling and installation procedures, along with material characteristics and MSDS shall be submitted.
- Documented proof that the proposed brand or type of material has a proven record of performance when used in the intended application as confirmed by actual field tests or successful installations.
- At the option of Engineer, the Contractor shall demonstrate the proposed material on a sample area at no cost to the city which is representative of a project site application.

31.30.3 The Contract Unit Price shall include all labor, equipment, materials and supplies necessary to provide a complete cementitious repair, including but not limited to, surface preparation, material, installation and cleanup.

31.30.3 Payment for Cementitious Water-stop/Water Proofing shall be made per square foot authorized, installed and accepted. The minimum area to be paid for shall be four (4) square feet. Separate payment will be made for Waterproofing when used in conjunction with chemical grout repairs.

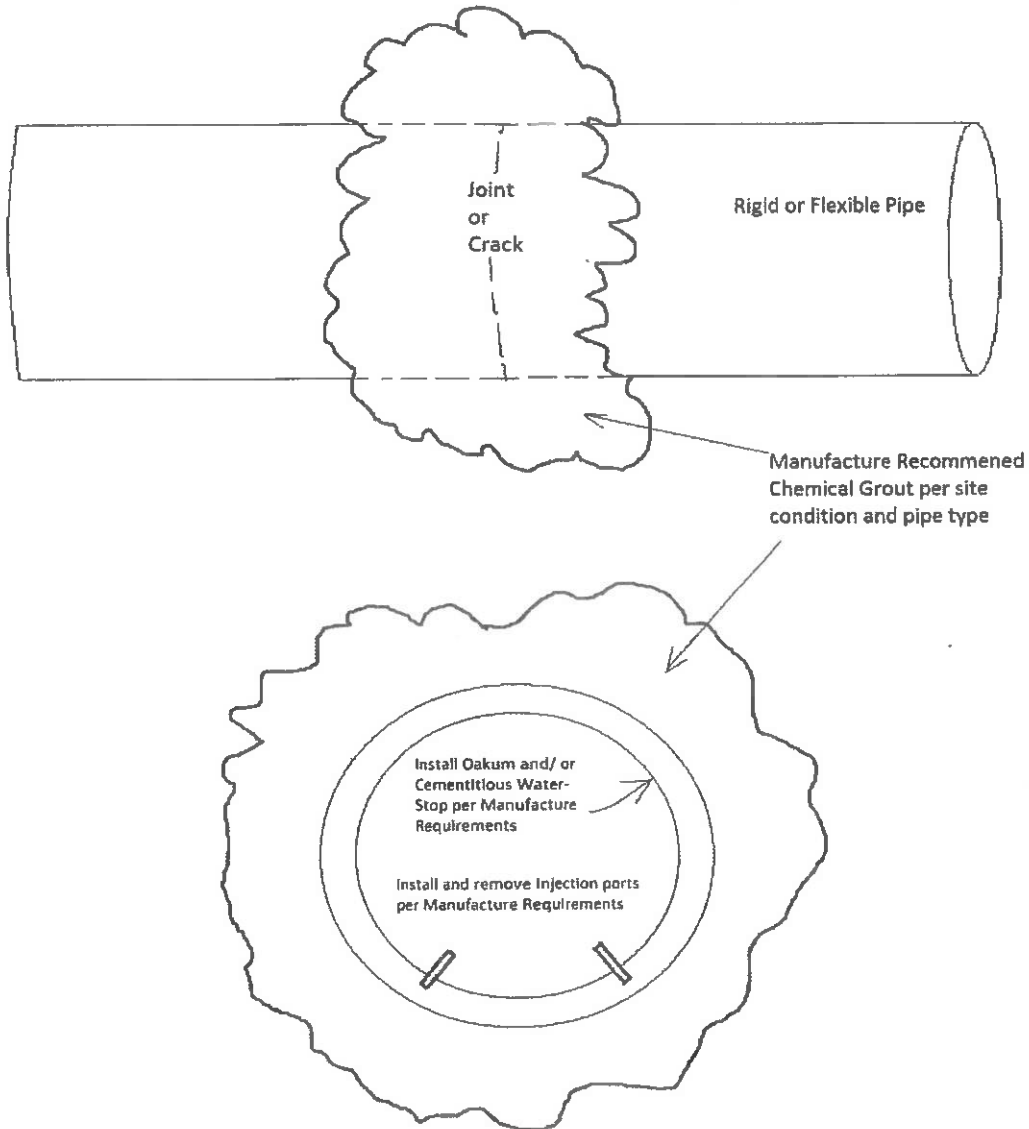
31.31 COLLAR REPAIRS TYPE 5 (Line Item No. 74-79):

31.31.1 Collar Repairs Type 5 shall consist of the Contractor performing all work and operations required to stop water and sediment infiltration in various sizes of rigid and flexible pipe by constructing an acceptable and stable injected chemical grout collar. All work shall be as directed by the Engineer and shall comply with Material Manufacture Specifications, FDOT Pipe Repair Matrix and applicable City Standard Specifications and Details, LDPM, this

section and be in accordance with the existing storm sewer system, roadway and approved drawings.

31.31.2 Collar Repair Type 5 Detail:

Type 5



31.31.3 The existing storm sewer to be repaired shall be in good condition and in alignment. Displaced, non-structural and deteriorated pipes and structures shall not be repaired by chemical injection.

31.31.4 The approved experienced chemical foreman shall be on the project site at all times during the injecting process. The injection work shall be performed by skilled workers experienced in chemical grouting of storm sewer infrastructure.

31.31.5 Collar Repairs Type 5 brands or types of material shall be approved by the Engineer prior to use and per manufacture recommendation. The Contractor shall submit the following to Engineer at the pre-construction meeting:

- The Contractor shall state in writing to the Engineer naming the proposed manufacturer.
- Manufacturer's technical literature providing the proposed material description, limitations and properties, preparation, application, mixing, handling and installation procedures, along with material characteristics and MSDS shall be submitted.
- Documented proof that the proposed brand and type of material has a proven record of performance when used in the intended application as confirmed by actual field tests or successful installations.
- At the option of Engineer, the Contractor shall demonstrate the proposed material on a sample area at no cost to the city which is representative of a project site application.

31.31.6 The repair area shall be clean, structurally sound, free from oil, grease, loose mortar, debris, dirt and water. Prior to grouting, the joint or fracture shall be sealed by inserting oakum saturated with grout or by applying hydraulic cement to prevent loss of injected grout. Injection packer holes shall be drilled adjacent to the joint or fracture, at 45 degree angles (holes are to intercept the joint or fracture, not extend to positive side), in a uniform pattern, the maximum of two (2) feet apart and cleaned. Injection of grout shall begin by installing a packer with a check valve at the lowest elevation and proceed upward on vertical repairs or shall begin at one extreme and end at the other extreme on horizontal repairs. Installation of packers and injection of grout shall continue at each packer until grout is observed in the next closest hole. The pumping shall proceed as long as the grout is entering the crack, the observable grout loss is less than 25% of the volume of grout being pumped, damage is not being done to the structure or other utilities and the total volume of grout injected is within the gallon limits expected under the specific project site conditions. Once grouting is complete, joint or fracture is sealed and grout has set, packers and other fittings shall be removed and remaining voids shall be filled with hydraulic cement or other approved material.

31.31.7 Completed repair shall not impede the flow and capacity characteristics of the storm sewer systems. Grout wash-out and waste shall be removed and disposed of from the storm sewer system.

31.31.8 The Contract Unit Price(s) shall include all labor, equipment, materials and supplies necessary to provide a complete collar installation, including but not limited to, cleaning and preparation, ports, oakum, water-stop, hydro, grout, catalysts, accelerator, inhibitors, buffers, cleaning solutions and other additives.

31.31.9 Payment for Collar Repairs Type 5 shall be made at the respective Contract Unit Price by diameter or equivalent pipe per each complete joint or circumference fracture authorized, injected and accepted.

31.32 UNSPECIFIED REPAIRS (Line Item No. 80- 81):

31.32.1 Unspecified Repairs shall consist of the Contractor performing all work and operations required to stop water and sediment infiltration in various box culverts or other structure not described in line item 74- 79 by constructing an acceptable and stable injected chemical grout collar or blanket. All work shall be as directed by the Engineer and shall comply with Material Manufacture Specifications, applicable City Standard and Details and FDOT Specifications, LDPM, this section and be in accordance with the existing storm sewer system, roadway and approved drawings.

31.32.2 The materials, means and methods to accomplish Unspecified Repairs shall be the same as required in Section 31.31 for Collar Repairs Type 5.

31.32.3 The Contract Unit Price(s) shall include all labor, equipment, materials and supplies necessary to provide a complete collar or blanket installation, including but not limited to, cleaning and preparation, ports, oakum, water-stop, hydro, grout, catalysts, accelerator, inhibitors, buffers, cleaning solutions and other additives.

31.32.4 Payment for Unspecified LF Repair shall be made at the respective Contract Unit Price by the linear foot, measured along the centerline of the sealed crack when the joint or fracture is definable, authorized, injected and accepted.

31.32.5 Payment for Unspecified Gallon Repair shall be made at the respective Contract Unit Price by gallon authorized, injected and accepted. The volume of grout used at each project site shall be verified by a metering device approved by the Engineer. The quantity

used shall be documented on a contractor daily log (approved by the Engineer) which will be signed by the Contractor and Engineer's representative. A copy of the log shall be submitted with payment request. The maximum total volume of grout estimated to be injected is 1.2 gallons per injection hole with the holes being located at the two (2) foot maximum separation. Verbal notification shall be given to the Engineer and the Engineer's approval is required prior to exceeding this estimated volume.

31.33 MAINTENANCE of TRAFFIC (Line Item No. 82- 85):

- 31.33.1 Maintenance of Traffic (MOT) shall consist of the Contractor performing all work and operations required to maintain vehicular, pedestrian and bicycle traffic along with property access during construction. All work shall be as directed by the Engineer and shall comply with the requirements of Section 20.48, Section 510, City Standard Specification 500, the Manual of Uniform Traffic Control Devices (MUTCD) and Florida Department of Transportation Design Standards.
- 31.33.2 Traffic must be maintained at all times. Consequently, the Contractor shall be held liable for any accident or altercation, which may occur due to neglect of this section's requirements. If, in the judgment of the Engineer, the Contractor has neglected to comply with the guidelines, the Engineer will have the authority to stop work without notice until required corrections are made. All mobilization, materials or other costs incurred by work stoppage shall be the Contractor's responsibility.
- 31.33.3 All costs associated with maintenance of traffic (MOT) on residential or local streets, within easements or City property shall be included in the applicable contract unit price(s) authorized and paid to construct the project.
- 31.33.4 The Contractor shall be responsible for submitting a MOT plan to the City Traffic Engineer for review and approval prior to mobilizing on a project site. The minimum of ten (10) working days is required for the review and approval process to be completed. Working hours may be dictated by the Traffic Engineer and/or Engineer if the performance of the work under MOT constitutes a substantial safety problem.
- 31.33.5 The Contract Unit Price(s) shall include all signs, devices, equipment, personnel and detour signage required to control traffic for the expected duration of the work at the project site. As these items are not time dependent, the Contractor shall estimate the bid price based

on the Contractor's anticipated average project duration. No additional payment will be authorized for Contractor project delays or for projects that extend beyond the Contractor's initial anticipated project duration unless approved by the Engineer.

- 31.33.6 There are four (4) Contract Unit Prices that cover MOT for project sites that require a formal design plan. The selection of which Contract Unit Price to be used and paid for shall be determined by the number of lanes and directions or closure required to accomplish the work. These items will only be used in conjunction with project sites where work is performed on residential collector, collector, arterial or other major roadway. These items will not be used when work is performed on residential or local streets or within easements or City property except when a designed traffic plan is required by the Traffic Engineer. If construction MOT plans are not provided, the defined road description and selection of which Contract Unit Price(s) to be used and paid for (or not paid) on a project site shall be estimated and agreed upon by the Contractor and the representative of the Right of Way and Stormwater Maintenance Division at the project site meeting described in Section 31.7.1. When the Contractor and the representative of the Right of Way and Stormwater Maintenance Division fail to agree upon the Contract Unit Price to be used and paid for (or not pay), the City Traffic Engineer defined road description and MOT requirements shall take precedence.
- 31.33.7 If the Contractor has completely mobilized and a complete MOT is in place, payment for a second MOT shall be made when requested by the City to temporarily discontinue work and the Contractor is without fault and completely removes all equipment, its workforce and MOT from the project site and returns at a later date to resume efforts and complete the work. The second MOT payment shall be paid at the same rate as the original MOT with no other charges allowed.
- 31.33.8 When only one MOT line item payment is allowed and one or more than one type of MOT is performed the substantial MOT contract unit price will be paid. In the event an additional MOT contract unit price payment is allowed and one or more than one type of MOT is performed the substantial plus the less substantial shall be paid.
- 31.33.9 Payment for MOT shall be made at the respective Contract Unit Price for each MOT authorized, designed, approved, maintained and accomplished. The selection(s) of which Contract Unit Price to be used and paid for shall be determined by the number of lanes and directions or closure required to accomplish the work.

31.34 MESSAGE BOARD (Line Item No. 86):

31.34.1 Message Board shall consist of the Contractor supplying, maintaining and removing an electrically powered, changeable, portable sign(s) that is capable of providing a word or symbol message utilizing individual lights to convey information. All work shall be as directed by the Engineer and shall comply with the requirements of Section 20.48, Section 510, City Standard Specification 500, the Manual of Uniform Traffic Control Devices (MUTCD) and if appropriate, Florida Department of Transportation Design Standards.

31.34.2 The Contract Unit Price shall include supplying, maintaining and removing the Message Board(s) for each project site when their use is required. The number, duration and location of the Message Board(s) shall be determined by the Traffic Engineer.

31.34.3 Payment for Message Board(s) shall be made at the respective Contract Unit Price per board per day a board is authorized, in use, maintained and removed.

31.35 ASPHALTIC CONCRETE PAVEMENT REPAIR, CASE X (Line Item No. 90):

31.35.1 Asphaltic Concrete Pavement Repair, Case X shall consist of the Contractor performing all work and operations required to construct a roadway repair composed of limerock and asphalt in accordance with City Standard Detail Plate P-409 (Permanent Repair). All work shall be as directed by the Engineer and shall comply with applicable City Standard Specifications and Details, LDPM, FDOT Specification for Type III, FC-12.5, S-1, SP-12.5 or ABC-3 asphalt, FDOT Specification 200, 204, 210, 230, 911 and 914, this section and be in accordance with the existing storm sewer system, roadway and approved drawings. The Engineer will determine the limits of and type of asphalt paving to be used at each project site.

31.35.2 The Contract Unit Price shall include all labor, equipment, materials and supplies necessary to provide a complete repair, including but not limited to, sawcuts, a minimum eight (8) inch limerock depth, prime and tack coats, compaction and a minimum one and a half (1.5) inch asphalt pavement depth and grading/ backfilling shoulders up to five (5) feet from asphalt edge and cleanup..

31.35.3 All open roadway cuts shall be paved within 24 hours of opening to traffic.

- 31.35.4 Payment for Asphaltic Concrete Pavement Repair, Case X shall be made at the respective Contract Unit Price per square yard of permanent asphalt surface authorized, placed and accepted. Asphalt and limerock construction outside the limits required to excavate for the repair will be paid for under other contract unit prices.

31.36 ASPHALTIC CONCRETE (Line Item No. 91):

- 31.36.1 Asphaltic Concrete shall consist of the Contractor performing all work and operations required to construct a roadway base course, leveling course and/ or final roadway surface composed of an approved design mix of asphaltic concrete. All work shall be as directed by the Engineer and shall comply with applicable City Standard Specifications and Details, LDPM, FDOT Specification for Type III, FC-12.5, S-1, SP-12.5 or ABC-3 asphalt, this section and be in accordance with the existing storm sewer system, roadway and approved drawings. The Engineer will determine the limits of and type of asphalt paving to be used at each project site.
- 31.36.2 The Contract Unit Price shall include all labor, equipment, materials and supplies necessary to provide a complete paved roadway, including but not limited to, existing base or existing asphalt preparation, layout, prime or tack coat, asphalt, placement, spreading, screeding, compaction, sanding, grading/ backfilling shoulders up to five (5) feet from asphalt edge and cleanup.
- 31.36.3 Payment for Asphaltic Concrete shall be made at the respective Contract Unit Price per actual tons of permanent asphalt authorized, placed and accepted.

31.37 CONCRETE REMOVAL, HAUL and DISPOSAL (Line Item No. 92):

- 31.37.1 Concrete Removal, Haul and Disposal shall consist of the Contractor performing all work and operations required to remove, haul and dispose of excess existing asphaltic and/ or cementitious pavement when the cross-sectional depth exceeds six (6) inches. All work shall be as directed by the Engineer and shall comply with applicable City Standard Specifications and Details, LDPM, this section and be in accordance with the existing storm sewer system, roadway and approved drawings.
- 31.37.2 The Contract Unit Price shall include all labor, equipment, materials and supplies necessary to provide a complete removal, including but not limited to, sawcutting, hauling and proper disposal. Site

Preparation will cover pavement removal up to a depth equal to or less than six (6) inches.

- 31.37.3 Payment for Concrete Removal, Haul and Disposal shall be made at the respective Contract Unit Price per square yard and per each six (6) inch increment in depth of concrete authorized, removed and accepted which exceeds the expected cross-sectional depth of six (6) inches.

31.38 ASPHALT MILLING (Line Item No. 93):

31.38.1 Asphalt Milling shall consist of the Contractor performing all work and operations required to remove existing asphalt concrete pavement by mechanical grinding. All work shall be as directed by the Engineer and shall comply with applicable City Standard Specifications and Details, LDPM, Florida Department of Transportation Specification Section 327, this section and be in accordance with the existing storm sewer system, roadway and approved drawings.

31.38.2 MILLING EQUIPMENT:

- Milling equipment shall be capable of maintaining a depth of cut and cross slope that will achieve the results specified by the Engineer for each specific project where milling is required. Milling attachments (for example: steer skid loaders) or grinders can be used to complete milling operations. The selection of this equipment will be at the discretion of the Contractor.

31.38.3 MILLING OPERATION:

- Milling existing asphaltic concrete shall remove the pavement to a depth which will allow a minimum of one-quarter inch (1/4") of existing asphalt to remain in place with a uniform cross section and longitudinal profile. The Contractor may elect to make multiple cuts to achieve the required configuration or depth of cut. No separate compensation will be made for multiple cuts
- The milling operations shall be conducted to effectively minimize the amount of dust being emitted. Pre-wetting of the surface being milled may be required.
- Prior to opening a milled section to traffic, the pavement or base material surface shall be thoroughly swept with a power broom or other approved equipment to remove loose and fine material which may generate dust under traffic. This operation shall be conducted in a manner so as to minimize the potential for creation of a traffic

hazard and to minimize air pollution. Sweeping of the milled surface with a power broom will be required prior to placing asphaltic concrete.

31.38.4 MILLED SURFACE:

- All milled asphalt surfaces shall have a reasonably uniform texture, shall be within 1/4 inch of a true profile grade and shall have no deviation in excess of 1/4 inch from a straight edge applied to the pavement perpendicular to the centerline. The variation of the longitudinal joint between multiple cut areas shall not exceed 1/4 inch.
- All milled asphalt surfaces shall be paved within a maximum of seven (7) calendar days.

31.38.5 The Contract Unit Price shall include all labor, equipment, materials and supplies necessary to complete the milling, including but not limited to, mechanical grinding, loading, hauling, disposal and cleanup. All milled material becomes the property of the Contractor unless the Engineer determines it to be of use on the project site.

31.38.6 Payment for Milling shall be made at the respective Contract Unit Price per square yard per one and half (1.5) inch depth of concrete authorized, milled, removed and accepted.

31.39 LIMEROCK and CRUSHED CONCRETE (Line Item No. 94- 97):

31.38.1 Limerock and Crushed Concrete shall consist of the Contractor performing all work and operations required to construct a compacted base course composed of an approved classification of limerock or concrete material. All work shall be as directed by the Engineer and shall comply with applicable City Standard Specifications and Details, LDPM, FDOT Specification 200, 204, 210, 230, 911 and 914, this section and be in accordance with the existing storm sewer system, roadway and approved drawings.

31.39.2 The Contract Unit Price(s) shall include all labor, equipment, materials and supplies necessary to provide a complete base course, including but not limited to, existing subgrade preparation and compaction, limerock, spreading, grading and leveling, scoring, compaction, finishing, prime and tack coats and testing.

31.39.3 Payment for Limerock and Crushed Concrete shall be made at the respective Contract Unit Price per square yard and depth of limerock or crush-crete authorized, compacted and accepted.

31.40 STABILIZED SUBGRADE (Line Item No. 98):

- 31.40.1 Stabilized Subgrade shall consist of the Contractor performing all work and operations required to construct a firm and unyielding compacted roadway subgrade/sub-base having the required bearing value for the specified vehicular traffic bearing area. All work shall be as directed by the Engineer and shall comply with applicable City Standard Specifications and Details, LDPM, Florida Department of Transportation Specification Sections 230, 911 and 914, this section and be in accordance with the existing storm sewer system, roadway and approved drawings.
- 31.40.2 The Contract Unit Price shall include all labor, equipment, materials and supplies necessary to complete the roadway subgrade/sub-base stabilization including, but not limited to, additional commercial materials, removal and replacement of native soils, blending, compacting and densifying of native and additional material, fine grading and testing.
- 31.40.3 Payment for Stabilized Subgrade shall be made at the respective Contract Unit Price, whether additional material is required or not, per square yard of subgrade (12' depth) authorized, compacted and accepted.

31.41 CURB and GUTTER (Line Item No. 99):

- 31.41.1 Curb & Gutter shall consist of the Contractor performing all work and operations required to construct curb and gutter (All P-301 templates and transitions) composed of Portland cement concrete. All work shall be as directed by the Engineer and shall comply with applicable City Standard Specifications and Details, LDPM, the American Disabilities Act (ADA) Guidelines and Standards for Transportation Facilities governed by the U.S. Access Board, this section and be in accordance with the existing storm sewer system, roadway and approved drawings.
- 31.41.2 The Contract Unit Price shall include all labor, equipment, materials and supplies necessary to complete the curb construction including, but not limited to, subgrade preparation and compaction, layout, sawcuts, forms, placement, concrete, expansion and control joints, pumping, finishing, curing, backfilling and testing.
- 31.41.3 Payment for Curb & Gutter shall be made at the respective Contract Unit Price per linear foot of curb authorized, formed, placed, finished and accepted. Curbing integral with curb inlets and other structures

(transitions) will be paid for with this item by the linear foot measured along the flow line.

31.42 CONCRETE SIDEWALK (Line Item No. 100- 101):

31.42.1 Concrete Sidewalk shall consist of the Contractor performing all work and operations required to construct acceptable residential and commercial sidewalks composed of Portland cement concrete. All work shall be as directed by the Engineer and shall comply with applicable City Standard Specifications and Details, LDPM, the American Disabilities Act (ADA) Guidelines and Standards for Transportation Facilities governed by the U.S. Access Board, this section and be in accordance with the existing storm sewer system, roadway and approved drawings.

31.42.2 The Contract Unit Price(s) shall include all labor, equipment, materials and supplies necessary to complete the sidewalk construction including, but not limited to, subgrade preparation and compaction, sawcuts, layout, forms, placement, concrete, expansion and control joints, pumping, finishing, curing, backfilling and testing.

31.42.3 Payment for Concrete Sidewalk shall be made at the respective Contract Unit Price per square yard and depth of concrete authorized, formed, placed, finished and accepted.

31.43 CONCRETE HANDICAPPED RAMP (Line Item No. 102):

31.43.1 Concrete Handicapped Ramp shall consist of the Contractor performing all work and operations required to construct an acceptable handicapped ramp composed of Portland cement concrete with approved detectable warning mat/surface. All work shall be as directed by the Engineer and shall comply with applicable City Standard Specifications and Details, LDPM, the American Disabilities Act (ADA) Guidelines and Standards for Transportation Facilities governed by the U.S. Access Board, this section and be in accordance with the existing storm sewer system, roadway and approved drawings.

31.43.2 The Contract Unit Price shall include all labor, equipment, materials and supplies necessary to complete the ramp construction including, but not limited to, subgrade preparation and compaction, sawcuts, layout, forms, placement, concrete, expansion and control joints, pumping, finishing, approved detectable warning surface, curing, backfilling and testing.

Note: Any delay in mat installation due to a concrete curing time recommended by the manufacture shall be included in the contract unit price.

CONCRETE SURFACE STAMPED/ IN-SET WARNING SURFACES WILL NOT BE ACCEPTED.

31.43.3 Payment for Concrete Handicapped Ramp shall be made at the respective Contract Unit Price per square yard of concrete authorized, formed, placed, finished and accepted. Measurements shall be taken at width along curb line or edge of pavement by an 8 foot or less length to beginning of sidewalk. A 10% retainage of the ramp's cost will be held until an acceptable detectable warning surface is installed and complete.

31.44 CONCRETE DRIVEWAY (Line Item No. 103- 104):

31.44.1 Concrete Driveway shall consist of the Contractor performing all work and operations required to construct an acceptable residential and/ or commercial driveway composed of Portland cement concrete. All work shall be as directed by the Engineer and shall comply with applicable City Standard Specifications and Details, LDPM, the American Disabilities Act (ADA) Guidelines and Standards for Transportation Facilities governed by the U.S. Access Board, this section and be in accordance with the existing storm sewer system, roadway and approved drawings.

31.44.2 The Contract Unit Price(s) shall include all labor, equipment, materials and supplies necessary to complete the driveway construction including, but not limited to, subgrade preparation and compaction, layout, sawcuts, forms, placement, concrete, expansion and control joints, pumping, finishing, curing, backfilling and testing.

31.44.3 Payment for Concrete Driveway shall be made at the respective Contract Unit Price per square yard and depth of concrete authorized, formed, placed, finished and accepted.

31.45 CEMENTITIOUS NON-SHRINK GROUT/PLASTER (Line Item No. 105):

31.45.1 Cementitious Non-Shrink Grout/ Plaster shall consist of the Contractor performing all work and operations required to repair above and below grade concrete or masonry surfaces by applying a modified Portland-cement based mortar to create a low-maintenance and durable surface. All work shall be as directed by the Engineer and shall comply with Manufacture Specification and applicable City

Standard Specifications, Details, LDPM, this section and be in accordance with the existing storm sewer system, roadway and approved drawings.

31.45.2 The Contract Unit Price shall include all labor, equipment, materials and supplies necessary to provide a complete cementitious repair, including but not limited to, surface preparation, material, installation and cleanup.

31.45.3 Payment for Cementitious Non-Shrink Grout/ Plaster shall be made per square foot of grout/plaster authorized, installed and accepted. The minimum area to be paid for shall be four (4) square feet.

31.46 MODIFICATIONS (Line Item No. 106- 108):

31.46.1 Modifications shall consist of the Contractor performing all work and operations required to construct a modification or repair composed of brick and mortar, saw cutting or concrete and steel to an inlet, manhole, endwall, end section, pipe or other structure. All work shall be as directed by the Engineer and shall comply with applicable City Standard Specifications and Details, LDPM, this section and be in accordance with the existing storm sewer system, roadway and approved drawings.

31.46.2 The Contract Unit Price(s) shall include all labor, equipment, materials and supplies necessary to provide a complete modification or repair, including but not limited to, preparation, brick, mortar, lath, wire, finishing, saw, blade and dust control, a minimum 85 pounds of steel (min. #4 bar) per cubic yard of 3,000 P.S.I. concrete, dowels, forms, pumps and finishing.

31.46.3 Payment for Modifications:

- Payment for Brick and Mortar Modification shall be made at the respective Contract Unit Price per square foot of two coarse brick and mortar modification authorized, constructed and accepted measured along the internal vertical surface. This item will also be used to pay for brick adjustments to existing structures.
- Payment for Sawcut Modification shall be made at the respective Contract Unit Price per linear foot of horizontal or vertical cut of modification up to eight (8) inches in depth, authorized, constructed and accepted.
- Payment for Concrete and Steel Modification shall be made at the respective Contract Unit Price per cubic yard of modification authorized, placed and accepted.

31.47 MISCELLANEOUS CONCRETE (Line Item No. 109- 110):

31.47.1 Miscellaneous Concrete shall consist of the Contractor performing all work and operations required to cast or place a base course, coping wall, collar, pad, trench drain, curb, curb and gutter, valley gutter, spillway, flume, structure bottom or top slab, invert, riser, wing wall, turndown and/ or other ancillary item composed of 3000 p.s.i. Portland cement concrete required to complete the work at a project site and when applicable contract unit prices are absent in the bid items. All work shall be as directed by the Engineer and shall comply with applicable City Standard Specifications and Details, LDPM, the American Disabilities Act (ADA) Guidelines and Standards for Transportation Facilities governed by the U.S. Access Board, this section and be in accordance with the existing storm sewer system, roadway and approved drawings.

31.47.2 The Contract Unit Price(s) shall include all labor, equipment, materials and supplies necessary to complete the concrete construction including, but not limited to, excavation, surface and subgrade preparation and compaction, layout, sawcuts, forms, placement, concrete, reinforcement, expansion and control joints, pumping, wire mesh, chamfering, finishing, curing, backfilling and testing.

31.47.3 Payment for Miscellaneous Concrete shall be made at the respective Contract Unit Price per cubic yard of miscellaneous concrete authorized, constructed and accepted.

31.48 NEW STRUCTURE (INLET, MANHOLE, ENDWALL, ETC.. (Line Item No. 111):

31.48.1 New Structure shall consist of the Contractor performing all work and operations required to install new concrete and steel or brick and mortar storm sewer structures of various size, shape and type. All work shall be as directed by the Engineer and shall comply with applicable City Standard Specifications and Details, LDPM, this section and be in accordance with the existing storm sewer system, roadway and approved drawings.

31.48.2 The Contract Unit Price shall include all labor, equipment, materials and supplies necessary to provide a complete structure installation, including but not limited to, excavation, line and grade, bed preparation, structure (Precast or Cast in Place) including top slab, invert, backfill, compaction, brick, brick adjustment, mortar, grouts

and sealants. Grate and frame, cover and frame, curb iron or other topping will be paid for separately.

Note: When a new manhole or inlet is to be installed, surface elevations require a lowered elevation to achieve positive drainage and identification is made at the project site meeting or prior to the contractor ordering the structure a steel plate may substituted for the concrete top at no additional cost to the City. The cost shall be included in the manhole or inlet contract unit price.

31.48.3 Payment for New Structure shall be made at the respective Contract Unit Price per cubic foot of concrete and steel or brick and mortar structure authorized, constructed and accepted.

31.49 CASTINGS (Line Item No. 112- 115):

31.49.1 Castings shall consist of the Contractor performing all work and operations required to install new castings on new or existing structures. All work shall be as directed by the Engineer and shall comply with applicable City Standard Specifications and Details, LDPM, this section and be in accordance with the existing storm sewer system, roadway and approved drawings.

31.49.2 The Contract Unit Price(s) shall include all labor, equipment, materials and supplies necessary to provide the proper casting, including but not limited to, casting, mortar, brick, finishing and cleanup. The Contract Unit Price for Type "E" Grates and Frames shall include the pair and constitute only one unit.

31.49.3 Payment for Castings shall be made at the respective Contract Unit Price per casting unit authorized, installed and accepted.

31.50 1" STEEL PLATE (Line Item No. 116):

31.50.1 1" Steel Plate shall consist of the Contractor performing all work and operations required to replace existing or new inlet or manhole top slabs with a permanent 1" thick steel plate. All work shall be as directed by the Engineer and shall comply with applicable City Standard Specifications and Details, LDPM, this section and be in accordance with the existing storm sewer system, roadway and approved drawings.

31.50.2 The Contract Unit Price shall include all labor, equipment, materials and supplies necessary to provide a complete topping, including but

not limited to, plate, molded sealer equal to "Ramnek", dowels, welds and openings to accommodate Castings.

- 31.50.3 Payment for Plates shall be made at the respective Contract Unit Price per square foot of plate (including opening(s) area) authorized, installed and accepted.

Note: When a new manhole or inlet is to be installed, surface elevations require a lowered elevation to achieve positive drainage and identification is made at the project site meeting or prior to the contractor ordering the structure a steel plate may substituted for the concrete top at no additional cost to the City. The cost shall be included in the manhole or inlet contract unit price.

31.51 SAND- CEMENT RIP RAP ENDWALL (Line Item No. 117):

- 31.51.1 Sand- Cement Rip Rap Endwall(s) shall consist of the Contractor performing all work and operations required to install new rip-rap end treatments of various size. All work shall be as directed by the Engineer and shall comply with applicable City Standard Specifications and Details, LDPM, this section and be in accordance with the existing storm sewer system, roadway and approved drawings.

- 31.51.2 The Contract Unit Price shall include all labor, equipment, materials and supplies necessary to provide a complete endwall installation, including but not limited to, excavation, line and grade, bed preparation, concrete bags, filter fabric, re-enforcement, backfill and compaction.

- 31.51.3 Payment for Sand- Cement Rip Rap Endwall(s) shall be made at the respective Contract Unit Price per bag authorized, installed and accepted.

31.52 RIP-RAP (Line Item No. 118):

- 31.52.1 Rip-rap shall consist of the Contractor performing all work and operations required to place blanket of suitable granite, broken concrete or other hard rock of approved size to a depth of one and half (1.5) feet over filter fabric for aid in the prevention of erosion. All work shall be as directed by the Engineer and shall comply with applicable City Standard Specifications and Details, LDPM, FDOT Specification 514 and 530, this section and be in accordance with the existing storm sewer system, roadway and approved drawings.

31.52.2 The Contract Unit Price shall include all labor, equipment, materials and supplies necessary to complete the rip-rap construction including, but not limited to, excavation, subgrade preparation and compaction, fabric, granite and placement and backfilling.

31.52.3 Payment for Rip-rap shall be made at the respective Contract Unit Price per square yard per 1.5 foot depth of rip-rap authorized, placed and accepted, measured along the surface.

31.53 A-3 FILL (Line Item No. 119):

31.53.1 Class A-3 Fill shall consist of the Contractor performing all work and operations required to fill an excavation with a suitable material meeting the requirements of a class A-3 soil or approved equal when the supply of onsite suitable soil becomes exhausted. All work shall be as directed by the Engineer and shall comply with applicable City Standard Specifications and Details, LDPM, Florida Department of Transportation Specification Section 902, this section and be in accordance with the existing storm sewer system, roadway and approved drawings.

31.53.2 Any material made available during project execution shall be determined as suitable or unsuitable by the Engineer. Suitable material shall be stockpiled on site for reuse as required by the project. If the project backfill requirement exhausts the supply of stockpiled suitable material obtained from regular excavation, then the Contractor shall supply A-3 material sufficient to meet the remaining project requirement. No separate payment will be made for using backfill material encountered on the project site or when suitable material from scheduled excavation will become available, but at the required time is not available due to the Contractor's sequence of work. Removal and Disposal of unsuitable material is covered under other respective Contract Unit Price(s).

31.53.3 The Contract Unit Price shall include all labor, equipment, materials and supplies necessary to complete the construction including, but not limited to, hauling, delivery, placing, compaction and testing.

31.53.4 Payment for A-3 Fill shall be made at the respective Contract Unit Price per cubic yard authorized, placed, compacted and accepted. When the fill limits cannot be determined or agreed upon, a division factor of 1.5 shall be calculated when tallying truck loads delivered. Example: 18 cu. yds. delivered, would result in 12 cu. yds. paid for.

31.54 STONE (Line Item No. 120):

31.54.1 Stone shall consist of the Contractor performing all work and operations required to fill an excavation with a suitable material meeting the requirements of a No. 57 or equivalent stone aggregate. All work shall be as directed by the Engineer and shall comply with applicable City Standard Specifications and Details, LDPM, Florida Department of Transportation Specification Section 901, this section and be in accordance with the existing storm sewer system, roadway and approved drawings.

31.54.2 The Contract Unit Price shall include all labor, equipment, materials and supplies necessary to complete the construction including, but not limited to, hauling, delivery, placing, compaction, and testing.

31.54.3 Payment for Stone shall be made at the respective Contract Unit Price per cubic yard authorized, placed, compacted and accepted. When the stone limits cannot be determined or agreed upon, a division factor of 1.5 shall be calculated when counting truck loads delivered. Example: 18 cu. yds. delivered, would result in 12 cu. yds. paid for.

31.55 OVER EXCAVATION (Line Item No. 121):

31.55.1 Over- Excavation shall consist of the Contractor performing all work and operations required to excavate unsuitable materials at or below the grade required by regular excavation resulting in the preparation for filling the excavation with a suitable bedding material. All work shall be as directed by the Engineer and shall comply with applicable City Standard Specifications and Details, LDPM, this section and be in accordance with the existing storm sewer system, roadway and approved drawings.

31.55.2 Any and all unsuitable materials encountered during the execution of this Contract will become the property of the Contractor and shall be removed from the job site and disposed of properly resulting in no additional cost to the City.

31.55.3 The Contract Unit Price shall include all labor, equipment, materials and supplies necessary to remove and dispose of the Over-Excavation material. Replacement of the Over-Excavation material will be with a material approved by Engineer and be paid for with the respective Contract Unit Price line item for the material used.

31.55.4 Payment for Over- Excavation shall be made at the respective Contract Unit Price per actual measured volume in cubic yards of unsuitable material authorized, excavated, removed and disposed of.

31.56 PIPE ENCASEMENT (Line Item No. 122):

31.56.1 Pipe Encasement(s) shall consist of the Contractor performing all work and operations required encase with limerock all drainage pipe constructed under pavement when the outer diameter of the pipe is within one (1) foot of a roadway limerock base. All work shall be as directed by the Engineer and shall comply with applicable City Standard Specifications and Details, LDPM, AASHTO T180, this section and be in accordance with the existing storm sewer system, roadway and approved drawings.

31.56.2 The Contract Unit Price(s) shall include all labor, equipment, materials and supplies necessary to provide a complete encasement, including but not limited to, preparation, limerock, min. four (4) inch- max. six (6) inch lifts, compaction, 3rd party testing and sealing.

31.56.3 Payment for Pipe Encasement(s) shall be made at the respective Contract Unit Price(s) per cubic yard of encasement authorized, installed and accepted.

31.57 CONNECTION(S) (Line Item No. 123- 132):

31.57.1 Connection(s) shall consist of the Contractor performing all work and operations required to adapt an existing structure to accept new pipe and tying them together or tying an existing pipe to a new structure. All work shall be as directed by the Engineer and shall comply with applicable City Standard Specifications and Details, LDPM, this section and be in accordance with the existing storm sewer system, roadway and approved drawings.

31.57.2 The Contract Unit Price(s) shall include all labor, equipment, materials and supplies necessary to provide a complete connection, including but not limited to, preparation, saw cutting, jack hammer and hammer work, bricks and brick work, mortar and filter fabric.

31.57.3 Payment for Connection(s) shall be made at the respective Contract Unit Price(s) per tie-in authorized, installed and accepted.

31.58 SEED AND MULCH (Line Item No. 133):

31.58.1 Seed and Mulch shall consist of the Contractor performing all work and operations required to establish a stand of grass within the areas called for by placing grass seed over a freshly prepared soil, mulching and maintaining until acceptance. All work shall be as directed by the Engineer and shall comply with applicable City Standard Specifications and Details, LDPM, the American Disabilities Act (ADA) Guidelines and Standards for Transportation Facilities governed by the U.S. Access Board, this section and be in accordance with the existing storm sewer system, roadway and approved drawings.

31.58.2 The Contract Unit Price shall include all labor, equipment, materials and supplies necessary to complete the grassing including, but not limited to, surface preparation, placement, mulching, cutting in and maintaining until established.

31.58.3 Payment for Seed and Mulch shall be made at the respective Contract Unit Price per square yard of seed and mulch authorized, sewed, maintained, established and accepted.

31.59 GRASS SOD (Line Item No. 134):

31.59.1 Grass Sod shall consist of the Contractor performing all work and operations required to establish a stand of grass within the areas called for by placing sheets of turf over a freshly prepared soil and maintaining until acceptance. All work shall be as directed by the Engineer and shall comply with applicable City Standard Specifications and Details, LDPM, the American Disabilities Act (ADA) Guidelines and Standards for Transportation Facilities governed by the U.S. Access Board, this section and be in accordance with the existing storm sewer system, roadway and approved drawings.

31.59.2 The Contract Unit Price(s) shall include all labor, equipment, materials and supplies necessary to complete the sodding including, but not limited to existing surface preparation, placement, cutting in, pinning, cleanup and maintaining the sod until established.

31.59.3 Payment for Grass Sod shall be made at the respective Contract Unit Price per square yard of sod authorized, placed, maintained, established and accepted.

31.60 TREE REMOVAL (Line Item No. 135- 137):

31.60.1 Tree Removal shall consist of the Contractor performing all work and operations required to properly eliminate existing trees larger than six (6) inches in diameter (measured at breast height) from the project site. All work shall be as directed by the Engineer and shall comply with applicable City Standard Specifications and Details, LDPM, the American Disabilities Act (ADA) Guidelines and Standards for Transportation Facilities governed by the U.S. Access Board, this section and be in accordance with the existing storm sewer system, roadway and approved drawings. All tree removal work at or near JEA or other utility company's service lines or conductors shall be performed by a contractor that has been approved of in writing by the owner of the utility.

31.60.2 The Contract Unit Price(s) shall include all labor, equipment, materials and supplies necessary to completely remove and dispose of the tree, stump and root system.

Note: When a tree and stump are to be removed and if approved by the Engineer, the stump may be ground as authorized and accepted instead of completely removed.

31.60.3 Payment for Tree Removal shall be made at the respective Contract Unit Price per each tree and stump authorized, removed and accepted.

Note: When only a stump exists and is to be removed or ground, the tree shall be measured at the base or highest point remaining and the relevant tree removal contract unit price shall be reduced by 2/3 and 1/3 the contract unit price shall be used and paid for.

31.61 FENCE (Line Item No. 138- 141):

31.61.1 Fence shall consist of the Contractor performing all work and operations required to construct a chain link or wood fence as a replacement of existing fence that is not re-usable or new where there was none. All work shall be as directed by the Engineer and shall comply with applicable City Standard Specifications and Details, LDPM, the American Disabilities Act (ADA) Guidelines and Standards for Transportation Facilities governed by the U.S. Access Board, this section and be in accordance with the existing storm sewer system, roadway and approved drawings.

31.61.2 The Contract Unit Price(s) shall include all labor, equipment, materials and supplies necessary to complete the fence construction including, but not limited to, excavation, concrete footing, posts, fabric, boards, pickets, rails, gates, latches and incidental elements of fencing required for a complete barrier.

31.61.3 Payment for Fence shall be made at the respective Contract Unit Price per linear foot of fence authorized, installed and accepted.

31.62 PAVEMENT MARKINGS (Line Item No. 142- 146):

31.62.1 Pavement Markings shall consist of the Contractor performing all work and operations required to install and/or relocate painted and thermoplastic traffic markings. All work shall be as directed by the Engineer and shall comply with applicable City Standard Specifications and Details, LDPM, the Manual on Uniform Traffic Control Devices, applicable Florida Department of Transportation Design Standards and Specifications, the American Disabilities Act (ADA) Guidelines and Standards for Transportation Facilities governed by the U.S. Access Board, this section and be in accordance with the existing storm sewer system, roadway and approved drawings.

31.62.2 Thermoplastic pavement markings are to be placed no sooner than 30 calendar days after the completion of the final asphaltic concrete pavement layer.

31.62.3 The Contract Unit Price(s) shall include all labor, equipment, materials, and supplies necessary to complete the markings including, but not limited to, surface preparation, layout, paint, thermoplastic, RPM, spraying and cleanup.

31.62.4 Payment for Pavement Markings shall be at the respective Contract Unit Price per square foot of surface painted or thermoplastic or per each RPM authorized, painted, placed and accepted. No additional payment will be allowed for the Contractor's return to apply the final thermoplastic markings or RPM's.

31.63 INDUCTIVE LOOP ASSEMBLY (Line Item No. 147):

31.63.1 Inductive Loop Assembly shall consist of the Contractor performing all work and operations required to install an inductive loop detector unit and cable harness. All work shall be as directed by the Engineer and shall comply with applicable City Standard Specifications and Details, LDPM, the Manual on Uniform Traffic Control Devices,

applicable Florida Department of Transportation Design Standards and Specifications, the American Disabilities Act (ADA) Guidelines and Standards for Transportation Facilities governed by the U.S. Access Board, this section and be in accordance with the existing storm sewer system, roadway and approved drawings.

31.63.2 The Contract Unit Price shall include all labor, equipment, materials and supplies necessary to complete the assembly including, but not limited to, sawcuts, wire, cable, splicing, identification and testing.

31.63.3 Payment for Inductive Loop Assembly shall be made at the respective Contract Unit Price per each assembly authorized, installed and accepted.

31.64 UNDERDRAIN (Line Item No. 148- 150):

31.64.1 Underdrain shall consist of the Contractor performing all work and operations required to install a permanent sub-surface drain system to carry groundwater away from the project site construction. All work shall be as directed by the Engineer and shall comply with applicable City Standard Specifications and Details, LDPM, the American Disabilities Act (ADA) Guidelines and Standards for Transportation Facilities governed by the U.S. Access Board, this section and be in accordance with the existing storm sewer system, roadway and approved drawings.

31.64.2 The Contract Unit Price(s) shall include all labor, equipment, materials, and supplies necessary to complete the drain, including but not limited to, excavation, shoring, media, fabric, pipe and fittings.

31.64.3 Payment for Underdrain shall be made at the respective Contract Unit Price per linear foot of underdrain, per each cleanout and per each connection authorized, installed and accepted.

31.65 FLOWABLE FILL (Line Item No. 151):

31.65.1 Flowable Fill shall consist of the Contractor performing all work and operations required to place an excavatable, cementitious material (verification from supplier required) as an alternative backfill to compacted soil. All work shall be as directed by the Engineer and shall comply with applicable City Standard Specifications and Details, LDPM, FDOT Specification Section 121, the American Disabilities Act (ADA) Guidelines and Standards for Transportation Facilities governed by the U.S. Access Board, this section and be in

accordance with the existing storm sewer system, roadway and approved drawings.

31.65.2 The Contract Unit Price shall include all labor, equipment, materials and supplies necessary to complete the construction including, but not limited to, venting, pumping, placing, vibrating, leveling and allowing to set.

31.65.3 Payment for Flowable Fill shall be made at the respective Contract Unit Price per cubic yard of fill authorized, placed and accepted.

31.66 STEEL SHEETING and PLATES (Line Item No. 152):

31.66.1 Steel Sheeting and Plates shall consist of the Contractor performing all work and operations required to construct a temporary shoring/bridging system composed of steel sheeting or plates for the purpose of supporting the sides of an excavation or continuing vehicular traffic. All work shall be as directed by the Engineer and shall comply with applicable City Standard Specifications and Details, LDPM, the American Disabilities Act (ADA) Guidelines and Standards for Transportation Facilities governed by the U.S. Access Board, this section and be in accordance with the existing storm sewer system, roadway and approved drawings. All sheets and plates must be of appropriate thickness and size and correctly installed to safely accommodate the project site conditions.

31.66.2 The Contract Unit Price shall include all labor, equipment, materials and supplies necessary to provide a complete shoring or bridging system, including but not limited to, design, preparation, installation, maintenance and removal, sheets, crane, hammer/vibrator, reflective markings and asphalt transitions.

31.66.3 Payment for Steel Sheeting and Plates shall be made at the respective Contract Unit Price per square foot of steel authorized, placed, maintained, removed and accepted. No payment shall be made for the area of steel sheeting above natural ground or below the lowest depth of excavation.

31.67 BYPASS PUMPING (Line Item No. 153):

31.67.1 Bypass Pumping shall consist of the Contractor performing all work and operations required to supply, install, maintain and remove a temporary pumping system for the purpose of transporting water around a project site by the utilization of mechanical pumps. All work shall be as directed by the Engineer and shall comply with

applicable City Standard Specifications and Details, LDPM, the American Disabilities Act (ADA) Guidelines and Standards for Transportation Facilities governed by the U.S. Access Board, this section and be in accordance with the existing storm sewer system, roadway and approved drawings.

31.67.2 The Contract Unit Price shall include all labor, equipment, materials and supplies necessary to provide a complete bypass system, including but not limited to, installation, maintenance and removal, pumps, hoses, fittings, and fuel.

31.67.3 The Contract Unit Price shall only be used in conjunction with project sites where work requires a bypass system with suction and discharge hoses exceeding four (4) inches in diameter. No separate payment for bypassing on project sites requiring suction and discharge hoses not exceeding four (4) inches in diameter shall be made. Any costs associated with by-pass pumping requiring suction and discharge hoses not exceeding four (4) inches in diameter shall be included in the applicable contract unit price(s) authorized and paid to construct the project.

31.67.4 Payment for Bypass Pumping shall be made at the respective Contract Unit Price per workday a pump is authorized, installed, maintained, removed and accepted. Quantity paid shall be for the actual workdays each pump was required and in operation.

31.68 MECHANICAL CLEANING (Line Item No. 154):

31.68.1 Mechanical Cleaning shall consist of the Contractor performing all work and operations required to remove water, sand, silt and debris from the interior of a storm sewer system(s) by utilization of mechanical equipment. All work shall be as directed by the Engineer and shall comply with applicable City Standard Specifications and Details, LDPM, the American Disabilities Act (ADA) Guidelines and Standards for Transportation Facilities governed by the U.S. Access Board, this section and be in accordance with the existing storm sewer system, roadway and approved drawings.

31.68.2 The Contract Unit Price shall include all labor, equipment, materials and supplies necessary to provide a complete cleaning, including but not limited to, VacCon or other approved mechanical equipment, hoses, dams, pipe plugs, sand bags or other ancillary item(s) required to accomplish the cleaning to the extent necessary for the repair.

31.68.3 Payment shall be made at the respective Contract Unit Price by volume, cubic yards of storm sewer pipe or structure area authorized, cleaned and accepted.

31.69 MISCELLANEOUS CAVE-IN (Line Item No. 155- 157):

- 31.69.1 Miscellaneous Cave-In shall consist of the Contractor performing all work and operations required to repair, install and/ or complete various storm sewer cave-in project site work when applicable contract unit prices are absent in the bid items. All work shall be as directed by the Engineer and shall comply with applicable City Standard Specifications and Details, LDPM, the American Disabilities Act (ADA) Guidelines and Standards for Transportation Facilities governed by the U.S. Access Board, this section and be in accordance with the existing storm sewer system, roadway and approved drawings.
- 31.69.2 (Labor) shall consist of the Contractor providing a complete drainage crew plus hand tools to complete the construction. A crew shall consist of one (1) foreman, (1) operator and (2) drainage workers minimum, excluding flaggers. The crew shall be experienced in the construction being performed.
- 31.69.4 (Material(s)) shall consist of the Contractor supplying for installation the required cave-in repair materials and supplies plus incidentals necessary to complete the construction.
- 31.69.5 (Equipment) shall consist of the Contractor providing the required equipment and/or machinery plus an operator necessary to complete the construction.
- 31.69.6 The Contractor shall provide to the Engineer a complete detailed breakdown of all labor, material and equipment costs. The breakdown shall be approved by the Engineer prior to any Miscellaneous Cave-In work.
- 31.69.7 There are three (3) Contract Unit Prices that cover construction of Miscellaneous Cave-in. The selection of which Contract Unit Price(s) to be used and paid for shall be determined by the labor, material(s) and equipment required to accomplish the work.
- 31.69.8 Payment for Miscellaneous Cave-In shall be made at the respective Contract Unit Price(s) as follows:

- Payment for (Labor) shall be made at the Contract Unit Price per complete crew hour authorized, worked and accepted. No markup allowed.
- Payment for (Material(s)) shall be made at the Contract Unit Price per each \$100 material cost plus a 20% markup for the Contractor's supervision, overhead, bond, insurance and profit.
- Payment for (Equipment) shall be made at the Contract Unit Price per each \$100 equipment rental cost. No markup allowed.

31.70 STORM SEWER SYSTEM INVESTIGATION (Line Item No. 158):

31.70.1 Storm Sewer System Investigation shall consist of the Contractor performing all work and operations required to perform exploratory and documentation work to determine condition(s) and possible repair methods of existing storm sewer system defects. The investigation shall be initiated and approved by the Engineer.

31.70.2 The Contract Unit Price shall include all work, labor, equipment, and materials including mobilizing, labor as needed up to a complete drainage crew, traffic maintenance, mechanical excavation and manual excavation, utility locates, confined space entry, accessing structures and pipes, lighting and photographic records needed to investigate and document the conditions of the existing system.

31.70.3 Payment shall be made at the respective Contract Unit Price per site investigated per hour that the crew and equipment is on site performing exploratory work.

31.71 PROJECT RECORD (Line Item No. 159):

31.71.1 Project Record shall consist of the Contractor performing all work and operations required to provide photographic and written (sketch) accounts of the preconstruction, construction and post construction conditions at the project site repair. All records shall be approved by the Engineer.

31.71.2 The Contractor shall provide a minimum of, one (1) "preconstruction", one (1) "construction" and one (1) "post construction" color print photographs taken of each project site repair(s) delineating the pre-condition of the area, work in progress and post-condition of the repair area.

- 31.71.3 In addition, the Contractor shall provide a written sketch/ drawing delineating project site location, date, pipe(s) and structure(s) size and location, repair(s) type and location along with other pertinent information relevant to the work accomplished at project site is required.
- 31.71.4 The Contract Unit Price shall include all labor, equipment, materials and supplies necessary to complete an acceptable record.
- 31.71.5 Payment for Project Record shall be made at the respective Contract Unit Price per project site for records authorized, approved and accepted. All Records shall be submitted with the Contractor's request for payment on a flash drive or memory card per project sites and become the property of the City of Jacksonville.

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SECTION 510

MAINTENANCE OF TRAFFIC

510 SCOPE OF WORK

The work specified in this section consists of providing and maintaining all necessary signing, pavement markings, barricades and other approved traffic control devices for the maintenance of vehicular and pedestrian traffic within the limits of all construction projects and adjacent roadways or sidewalks throughout the duration of the project and until final acceptance.

510.1 GENERAL REQUIREMENTS:

Maintenance of traffic shall conform to all local, state and federal regulations and shall comply with the guidelines and requirements of the City of Jacksonville, Public Works Department, the Manual on Uniform Traffic Control Devices, published by the Federal Highway Administration, the Florida Department of Transportation Standard Specifications for Road and Bridge Construction latest edition, and the Florida Department of Transportation Roadway and Traffic Design Standards latest edition.

510.2 TEMPORARY LANE CLOSURES:

When the project requires a lane of traffic to be closed on a temporary basis, the contractor shall be responsible for maintenance of traffic in accordance with Section 102 of the FDOT specifications and Section 600 of the FDOT Design Standards. The City Traffic Engineer shall be notified and approval shall be obtained forty-eight (48) hours in advance of such closures. Construction activities shall be planned and scheduled to minimize lane closures and to provide existing levels of service during the morning and afternoon peak traffic periods and in some cases, during the noon peak traffic period. In general, temporary lane closures will not be permitted on critical roadway links during the hours of 7:00 - 9:00 AM and 4:00 - 6:00 PM or during hours of darkness. The Traffic Engineer may specify other time periods as determined by actual hourly traffic count submitted by the contractor.

510.3 TEMPORARY ROAD, STREET AND BRIDGE CLOSURE:

When the project required the temporary closure of an existing roadway or bridge, the contractor shall provide proper signing and barricades in accordance with Section 102 of the FDOT specifications and Section 600 of the FDOT Design Standards. In addition, the contractor shall provide and install public notice signing two (2) weeks prior to the closure in accordance with the Manual on Uniform Traffic Control Devices. The public notice signing shall be placed on all roads and streets approaching the roadway section or bridge to be closed and shall be located a distance of 300 feet to 1,000 feet in advance of the point of closure, but shall not block the visibility of construction signing or other traffic control signs. The sign may be non-

reflectorized and shall be 24" high by 36" wide with a white background and 3" high black lettering similar to the following:

**THIS BRIDGE TO BE CLOSED
FROM
JANUARY 1, 1985
TO
APRIL 1, 1985**

SAMPLE PUBLIC NOTIFICATION SIGN

The Public Notice sign shall remain in place during construction and until the roadway or bridge is opened to the public.

The contractor shall provide and maintain all barricades, fences, gates, signing and other proper devices necessary to prohibit the public from entering the closed section of roadway or bridges. If necessary, the contractor shall provide flagmen or security guards to prohibit unauthorized entry or use of closed roadways or bridges by the public. Objects such as concrete barriers, beams, poles, and construction equipment shall not be used across a street or roadway at the point of closure as a traffic barrier. Sufficient stopping distance shall be maintained behind barricades traversing a closed roadway or street, providing a safe buffer zone between the point of closure and construction activity. Equipment and materials shall not be placed within the buffer zone.

The City Traffic Engineer shall approve all roadway and bridge closures including all necessary detour routing, barricade and sign layout at least two (2) weeks prior to the construction.

510.4 DETOUR OVER EXISTING ROADS AND STREETS:

When the project requires the detouring of traffic over existing roads or streets, the contractor will be responsible for setting up and maintaining the detour throughout the duration of the road or bridge closure. The specific detour route shall be indicated in the plans and specifications or shall be submitted to the City Traffic Engineer for approval by the contractor forty-eight (48) hours prior to construction. The contractor shall provide a detailed operation plan indicating the beginning and ending dates for the proposed closure along with a drawing showing the point of closure on the approaching roadway and the locations of driveways and intersecting streets affected by the closure. The plan shall show the number and location of all barricades, and warning and detour signs to be used in the detour operation. Approval of this plan by the City does not relieve the contractor of the responsibility of installing and maintaining traffic control devices in accordance with federal and state standards and specifications. All detour signing, barricades, and warning signs shall be supplied, installed and maintained by the contractor in accordance with Section 102 of the

FDOT specifications. Street name blades for detour signs will be provided by the contractor. Unless otherwise specified, the contractor shall not be responsible for the maintenance of existing roads and streets outside the limits of the project when used as detour routes unless damage to such roads and streets is directly a result of the contractor's equipment or operation.

510.5 MAINTENANCE OF PEDESTRIAN TRAFFIC:

Unless otherwise specified in the special conditions, pedestrians should be prohibited inside the work area of a closed roadway or bridge when the construction operations create a hazard to pedestrian traffic. The contractor shall properly flag, fence, barricade or use some other approved method to prevent pedestrians from entering restricted construction areas.

Where sidewalks are to be temporarily closed, the contractor shall provide, install and maintain proper signage, fencing and barricades at the point of closure. A pedestrian detour plan shall be approved by the City Traffic Engineer prior to closing a sidewalk.

510.6 HOLIDAYS AND SPECIAL EVENTS:

The City Traffic Engineer may impose restrictions on roadway, street or sidewalk closures during certain holidays and special events. In general, no closures will be permitted within the central business district, in the vicinity of shopping malls or other concentrated shopping areas and at certain critical intersections during the period beginning November 26 and ending January 2. Closures of streets, roads or sidewalks in the vicinity of the Gator Bowl area, Civic Auditorium, Convention Center and other such areas may be restricted during periods of special entertainment. The City Traffic Engineer will make the final determination as to when closures will be permitted.

510.7 SIGNALIZED INTERSECTION:

Where construction activity requires the removal, reconstruction, or temporary interruption of service of any vehicular traffic signal loop detector or any other part of a traffic signal, the contractor shall supply, install and maintain all parts and equipment necessary to provide for the full and complete operation of the traffic signal as specified by the Traffic Engineer. Where traffic signal loops are cut or destroyed due to construction, new loops shall be installed at the contractor's expense and the signal placed back in normal operation within forty-eight (48) hours. If damaged loops cannot be installed due to construction activities, temporary overhead detection devices or other temporary vehicle detectors as approved by the Traffic Engineer shall be installed at the contractor's expense.

Storm Sewer Cave-In Repair

SECTION 511-999

(These sections were intentionally left blank)



STAFF REPORT

CITY OF GREEN COVE SPRINGS, FLORIDA

TO: Regular Meeting **MEETING DATE:** February 16, 2021
FROM: Kimberly Thomas, Executive Assistant to the City Manager
SUBJECT: City Council approval of street closure *Kimberly Thomas*

BACKGROUND

Hope Chessel has requested to close one block of Gum Street between Palmetto and Pine, directly next to Good Time Charlies. The purpose is to hold a pet adoption in the already designated space and move the normal craft vendors to the blocked area for that date only.

FISCAL IMPACT

RECOMMENDATION

City Council approval of street closure.

City of Green Cove Springs Special Event Application



Item #9.

Instructions: The information requested in this application will help staff approve your event and ensure adequate facilities are provided. Each section must be completed in its entirety. This application should be submitted to the Development Services Department a **minimum** of 10 days in advance for a minor event and 30 days in advance for a major event. Staff will determine whether the event is major or minor.

EVENT SUMMARY

Event Title	St Patricks day
Description	animal adoption event @ good time charlies

Event Purpose	<input type="checkbox"/> Promotional Event	<input type="checkbox"/> Concert/Performance	<input type="checkbox"/> Festival
	<input checked="" type="checkbox"/> Fundraiser	<input type="checkbox"/> Parade/Procession/March	<input type="checkbox"/> Walk/Run
	<input type="checkbox"/> Outdoor Market	<input type="checkbox"/> Community Gathering	<input type="checkbox"/> Other

If other, please describe: _____

Estimated Attendance Peak 100 Average Per Day 400 Total _____

Event Website _____

Date/Time

Day of Event: 3/13 Set-Up: 1100 ☒ AM ☐ PM
Start/End Time: 1100/11600 Breakdown: 11600 ☐ AM ☒ PM

Provide the address and a general description of the venue and space to be utilized there.

Location 305 North Palmetto ave.
see map

Area of Event Site (SqFt or Acres): _____

APPLICANT

Host Organization (if any)

Name	Good time Charlies
Address	305 North Palmetto
Phone Number	904.476.1066
Email	hope chesell@gmail.com

Contact Person

Name	Hope Chesell
Address	1310 North Street
Phone Number	904.476.1066
Email	

VENUE SPECIFICS

Please provide a **site sketch** for the venue which shows: (1) ingress and egress to the site, (2) any requested closure of public roads or public parking spaces, (3) designated event parking, (4) location of first aide, (5) location of garbage and recycling cans to be provided, (6) location of restrooms (on-site and portable, including those which are ADA accessible) and handwashing stations, (7) location of vendors, (8) location of entertainment, and (9) location of any other event infrastructure.

YES NO

☒ ☐

Are you requesting the closure of any roads or public parking spaces in conjunction with this event? If yes, please provide details. _____

See map

NOTE: Road closures must be approved by City Council.

☒ ☐

Are you requesting any aide from the City for this event (police presence, barricades for road closures, etc.)? If yes, please provide details. _____

police + barricades

NOTE: Assistance is subject to availability and staff approval; payment for services may be required. If approved, assistance will be coordinated by the applicant with the appropriate department.

☐ ☒

Will there be any tents / canopies used as part of the event? If yes, please indicate how many and what size(s). _____

NOTE: All tents must be properly anchored. Tents may require additional review, associated fees, and permitting. Staff will help you determine if a tent permit is required.

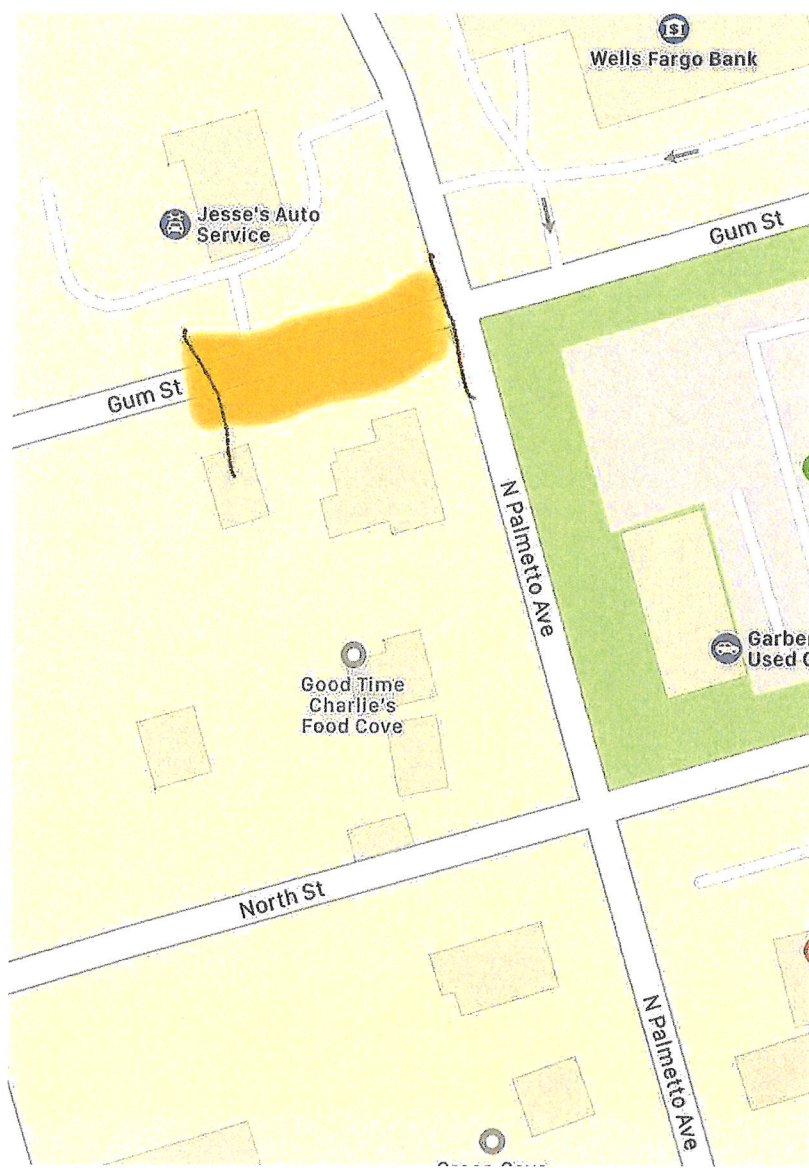
SUBMISSION INFORMATION

Applications should be submitted to the Development Services Department. E-mail your completed application to planning@greencovesprings.com or mail / hand deliver your completed application to:

City of Green Cove Springs
Development Services Department
321 Walnut Street
Green Cove Springs, FL 32043

Minor events are decisioned by the Site Development Review Team (SDRT). Major events must be approved by City Council. After an initial approval of a major event, additional information may be required, as written in City Code Sec. 117-791 of the city code.

Upon approval by SDRT (and when necessary, City Council) and payment of fees, staff will issue an event permit.



FEES

Minor Event: \$50**Major Event:** \$500 + \$100 for each additional 1,000 persons over 5,000**The applicant will pay the appropriate fee based on estimated total attendance but must provide attendance figures after the event to verify fees paid.**

AFFIDAVIT OF APPLICANT

I certify that I am at least eighteen (18) years old, that I am empowered to execute this application on behalf of the host organization. and that the information on this application is true and complete to the best of my knowledge. I agree to hold harmless, indemnify and defend the City of Green Cove Springs, its officers and employees from any liability costs and attorney fees, which may arise from the Special Event.

I understand that this Special Event application does not guarantee approval of my event or reservation of the event location. I understand that failure to provide information and/or failure to obtain permits by established deadlines will result in cancellation of such Special Event.

I agree to comply with all City ordinances and regulations in connection with this Special Event. I understand that the violation of any City ordinances and/or regulations during the event will result in immediate termination at the City's discretion and ineligibility for future Special Events.

I understand it is my responsibility to (1) ensure all vendors are properly licensed with the appropriate authorities and (2) return the site to its original condition after the event. Food vending is subject to inspection by the Department of Business and Professional Regulations, Division of Hotels and Restaurants (DBPR). Event coordinators are responsible for notifying DBPR that they intend to conduct an event with food vendors. Call DBPR – (850) 487.1395 for details. Alcoholic beverages may not be consumed as part of the event without the appropriate State and City approvals

I understand temporary signs and banners are not allowed in the City Limits of Green Cove Springs unless in areas designated by the City Manager or for events which are City Sponsored. Signage otherwise would be limited to the duration of the event.

I agree to pay the City for any services required in staging this Special Event. I understand that a Final Permit authorizing the conduct of the event will not be issued until all permit fees are paid and all required information has been provided.

If the event is cancelled after receipt of the permit, I understand a refund is not guaranteed. Any changes in venue or event dates must be submitted to the Development Services Department to be routed for review; approval of changes is not guaranteed.

Applicant Signature**Applicant Printed Name****Applicant Title(if any)****Date**

Hope Chessel
Hope Chessel

2/16/21



GREEN COVE SPRINGS POLICE DEPARTMENT

Application for Off-Duty Service



Item #9.

This application is required to engage the off-duty services of police officers for public safety, health and welfare services in addition to those already provided to the public. It is understood that this is a non-binding agreement. A minimum of 10 days notice should be given when requesting services. The Green Cove Springs Police Department may cancel this service without advance notice or cause at any time. The Green Cove Springs Police Department will attempt to place officers during the requested dates and hours. Because of emergencies, inability to find a police officer to work this request, may not be filled when requested. The Green Cove Springs Police Department will not permit an officer to work in the capacity of "bouncer" at a bar or other establishment where liquor is served. There is a three (3) hour minimum for all off-duty employment. A supervisor may or may not be required and will be determined on an individual basis.

Rate per hour:	Officer	\$30.00
	Supervisor	\$35.00

Scheduling fee rate \$30.00 X the corresponding number of hours in the chart below:

<u>hours scheduled</u>	<u>hours paid</u>
1hr - 12 hrs	= 0 hrs
13 hrs -50 hrs	= 3 hrs
51 hrs - 75 hrs	= 5 hrs
76 hrs - 150 hrs	= 10hrs
151 hrs - up	= 15hrs

Business Name: Goodtime Charles Fax Number: —

Applicant: Hope Chessel Phone Number: 904.476.1066

Address of Event: 305 North Palmetto

Mailing Address: same

Contact Person At Event: Hope Chasid Phone Number: 904.476.1066

Type of Event: Fundraiser

Will alcohol be served at the event? No Number of expected participants: 150ish

What are the officer(s) duties: _____

Do you require a uniformed officer?_____ How many?_____

Starting Date: 3/13 Ending Date: 3/13
Starting Time: 1100 Ending Time: 1600

Other Comments: Officers requested to arrive by noon

Applicant Signature: [Signature] Date: 7/16/21

Official Use Only

Law Enforcement Review:

Approval: ☐ Yes ☐ No By: _____ Date: _____

Form A-3 Rev. 11/2018



STAFF REPORT

CITY OF GREEN COVE SPRINGS, FLORIDA

TO: City Council Regular Session **MEETING DATE:** March 2, 2021

FROM: Scott Schultz, Asst. Water Utilities Director

SUBJECT: City Council approval Invoices #1-4 in the amount of 120,014.80 to Mastry / Yanmar, for purchase of generators as part of the Hazard Mitigation Grant Program (HMGP), Federally-Funded Subaward and Grant Agreement # H0297 / Project Number 4337-217-R, for \$537,018.75, for Utility Mitigation and Generator Project to install generators on 17 of the City's lift stations. Note: The City has received 75% funding from HMGP. Staff received an advance from HMGP in the amount of \$333,578.20.

BACKGROUND

On 8/21/2018 Council ratified the submittal by staff for an HMGP grant application for installation of generators at 17 of the City's lift stations. The total estimated cost of the project was \$876,425.00. The City has received a grant amount of \$537,018.75, or 75% of the revised estimated project cost of \$716,025.00. This project must be complete by February 28, 2022.

On 2/4/2020 Council approved of and authorized the mayor to execute the actual contract.

On 11/10/2020 the City Council approved of, and authorized funding in the amount of 348,768.00 to Mastry / Yanmar to purchase of generators as part of the Hazard Mitigation Grant Program (HMGP), Federally-Funded Subaward and Grant Agreement # H0297 / Project Number 4337-217-R, for \$537,018.75, for Utility Mitigation and Generator Project to install generators on 17 of the City's lift stations. Note: The City has received 75% funding from HMGP. Staff received an advance from HMGP in the amount of \$333,578.20.

FISCAL IMPACT

\$ 120,014.80 from the FY 2021 wastewater budget.

RECOMMENDATION

Approve of Invoices #1-4 in the amount of 120,014.80 to Mastry / Yanmar, for purchase of generators as part of the Hazard Mitigation Grant Program (HMGP), Federally-Funded Subaward and Grant Agreement # H0297 / Project Number 4337-217-R, for \$537,018.75, for Utility Mitigation and Generator Project to install generators on 17 of the City's lift stations. Note: The City has received 75% funding from HMGP. Staff received an advance from HMGP in the amount of \$333,578.20.



Item #10.

Invoice

YANMAR MASTRY ENGINE CENTER
2801 Anvil Street North
Saint Petersburg FL 33710
United States
(727) 522-9471
WWW.MASTRY.COM

Date 2/18/2021
Invoice # INV838570
Acct. No. 252061
Terms
Due Date
PO # 2722624
Created From Sales Order #SO844329
Sales Rep Doug Jensen
Shipping Method Truck Other
Tracking #
Shipping Tax Code -Not Taxable-
Shipping Tax Rate

Bill To

Scott Schultz
Water and Waste Water Utilities
321 Walnut Street
Green Cove Springs, FL 32043
United States

Ship To

Green Cove Springs
900 Gum St
Green Cove Springs FL 32043
United States

STATION 326

Item	Qty	Uom	Serial / BIN	Description	Rate	Amount
3PH MEC35 DSA	1		157840	35 KW 3 PH	17,830.00	17,830.00

Subtotal 17,830.00
Shipping Cost (Truck Other) 182.80
Total 18,012.80
Balance Due \$18,012.80

NOTICE TO EXPORTER: You must obtain Export Power of attorney from Yanmar Masty Engine Center. Forwarders or carriers cannot combine other invoices without written agreement. A copy of all BL, AWB, Truck BL, AES filing and Commercial Invoice must be sent to MEC-IEC@MASTRY.COM for each shipment. Commercial invoice must have our invoice number, You must follow OFAC sanction country list regulation or any EAR regulation before shipments are processed. Call 727-522-9471 with questions.

All goods remain the property of YANMAR MASTRY ENGINE CENTER until paid in full
A 15% restocking fee on all returns - All returns must be accompanied by this invoice and an RMA# - No returns accepted after 30 days

Approved
2/23/21
PO# 2722624
Leave PO Open



INV838570

23-FEB-2021 14:00:59

Page 315

Scott Schultz

From: Mivel Simmons <msimmons@mastry.com>
Sent: Thursday, February 18, 2021 3:42 PM
To: Scott Schultz
Subject: Yanmar Mastry Engine Center: Invoice #INV838572

CAUTION: This email originated from outside of the organization. . Do not click links or open attachments unless you recognize the sender and know the content is safe.



YANMAR MASTRY ENGINE CENTER
 2801 Anvil Street North
 Saint Petersburg FL 33710
 United States
 (727) 522-9471

<https://link.edgepilot.com/s/e234452a/Vti6ktW4F0iCMot0HEQnSQ?u=http://www.mastry.com/>

Bill To
 Scott Schultz
 Water and Waste Water Utilities
 321 Walnut Street
 Green Cove Springs, FL 32043
 United States

Ship To
 Green Cove Springs
 900 Gum St
 Green Cove Springs FL 32043
 United States

Invoice

Date 2/18/2021
 Invoice # **INV838572**
 Acct. No. 252061
 Terms
 Due Date
 PO # 2722624
 Created Sales Order
 From #S0844330
 Sales Rep Doug Jensen
 Shipping Method Truck Other
 Tracking #
 Shipping Tax Code -Not Taxable-
 Shipping Tax Rate

Item	Qty	Uom	Serial / BIN	Description	Rate	Amount
3PH MEC35 DSA	1		157672	35 KW 3 PH	17,830.00	17,830.00
Subtotal						17,830.00
Shipping Cost (Truck Other)						182.80
Total						18,012.80
Balance Due						\$18,012.80

NOTICE TO EXPORTER: You must obtain Export Power of attorney from Yanmar Mastry Engine Center. Forwarders or carriers cannot combine other invoices without written agreement. A copy of all BL, AWB, Truck BL, AES filing and Commercial Invoice must be sent to MEC-IEC@MASTRY.COM for each shipment. Commercial invoice must have our invoice number, You must follow OFAC sanction country list regulation or any EAR regulation before shipments are processed. Call 727-522-9471 with questions. All goods remain the property of YANMAR MASTRY ENGINE CENTER until paid in full A 15% restocking fee on all returns - All returns must be accompanied by this invoice and an RMA# - No returns accepted after 30 days

Links contained in this email have been replaced. If you click on a link in the email above, the link will be analyzed for known threats. If a known threat is found, you will not be able to proceed to the destination. If suspicious content is detected, you will see a warning.

Approved
 Sub 2/23/21
 PO# 2722624
 Leave PO open

Scott Schultz

From: Mivel Simmons <msimmons@mastry.com>
Sent: Thursday, February 18, 2021 2:13 PM
To: Scott Schultz
Subject: Yanmar Mastry Engine Center: Invoice #INV838533

CAUTION: This email originated from outside of the organization. . Do not click links or open attachments unless you recognize the sender and know the content is safe.



YANMAR MASTRY ENGINE CENTER
 2801 Anvil Street North
 Saint Petersburg FL 33710
 United States
 (727) 522-9471

Bill To
 Scott Schultz
 Water and Waste Water Utilities
 321 Walnut Street
 Green Cove Springs, FL 32043
 United States

Ship To
 Green Cove Springs
 900 Gum St
 Green Cove Springs FL 32043
 United States

Invoice

Date 2/18/2021
 Invoice # **INV838533**
 Acct. No. 252061
 Terms
 Due Date
 PO # 2722624
 Created Sales Order
 From #SO844264
 Sales Rep Doug Jensen
 Shipping Method Truck Other
 Tracking #
 Shipping Tax Code -Not Taxable-
 Shipping Tax Rate

Item	Qty	Uom	Serial / BIN	Description	Rate	Amount
JD-MEC60DSA-MULTIVOLT	2		pe4045n028092 PE4045N028094	60 KW JD	27,912.00	55,824.00
S608-SE8375	2	Ea		Y-110amps YY-220amps D-190amps ZZ-220amps	4,367.00	8,734.00
					Subtotal	64,558.00
					Shipping Cost (Truck Other)	548.40
					Total	65,106.40
					Balance Due	\$65,106.40

NOTICE TO EXPORTER: You must obtain Export Power of attorney from Yanmar Mastry Engine Center. Forwarders or carriers cannot combine other invoices without written agreement. A copy of all BL, AWB, Truck BL, AES filing and Commercial Invoice must be sent to MEC-IEC@MASTRY.COM for each shipment. Commercial invoice must have our invoice number, You must follow OFAC sanction country list regulation or any EAR regulation before shipments are processed. Call 727-522-9471 with questions. All goods remain the property of YANMAR MASTRY ENGINE CENTER until paid in full A 15% restocking fee on all returns - All returns must be accompanied by this invoice and an RMA# - No returns accepted after 30 days

Links contained in this email have been replaced. If you click on a link in the email above, the link will be analyzed for known threats. If a known threat is found, you will not be able to proceed to the destination. If suspicious content is detected, you will see a warning.

Approved
Sub 2/23/21
 PO # 2722624
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Scott Schultz

From: Mivel Simmons <msimmons@mastry.com>
Sent: Thursday, February 18, 2021 3:38 PM
To: Scott Schultz
Subject: Yanmar Mastry Engine Center: Invoice #INV838568

CAUTION: This email originated from outside of the organization. . Do not click links or open attachments unless you recognize the sender and know the content is safe.



YANMAR MASTRY ENGINE CENTER
 2801 Anvil Street North
 Saint Petersburg FL 33710
 United States
 (727) 522-9471

<https://link.edgepilot.com/s/d697a7e2/5NYD8XN2ZEQkO91uWVieBg?u=http://www.mastry.com/>

Bill To
 Scott Schultz
 Water and Waste Water Utilities
 321 Walnut Street
 Green Cove Springs, FL 32043
 United States

Ship To
 Green Cove Springs
 900 Gum St
 Green Cove Springs FL 32043
 United States

Invoice

Date 2/18/2021
 Invoice # INV838568
 Acct. No. 252061
 Terms
 Due Date
 PO # 2722624
 Created Sales Order
 From #SO844326
 Sales Rep Doug Jensen
 Shipping Method Truck Other
 Tracking #
 Shipping Tax Code -Not Taxable-
 Shipping Tax Rate

Item	Qty	Uom	Serial / BIN	Description	Rate	Amount
1PH MEC35 DSA	1		166882	35 KW 1 PH	18,700.00	18,700.00
Subtotal						18,700.00
Shipping Cost (Truck Other)						182.80
Total						18,882.80
Balance Due						\$18,882.80

NOTICE TO EXPORTER: You must obtain Export Power of attorney from Yanmar Mastry Engine Center. Forwarders or carriers cannot combine other invoices without written agreement. A copy of all BL, AWB, Truck BL, AES filing and Commercial Invoice must be sent to MEC-IEC@MASTRY.COM for each shipment. Commercial invoice must have our invoice number, You must follow OFAC sanction country list regulation or any EAR regulation before shipments are processed. Call 727-522-9471 with questions. All goods remain the property of YANMAR MASTRY ENGINE CENTER until paid in full A 15% restocking fee on all returns - All returns must be accompanied by this invoice and an RMA# - No returns accepted after 30 days

Links contained in this email have been replaced. If you click on a link in the email above, the link will be analyzed for known threats. If a known threat is found, you will not be able to proceed to the destination. If suspicious content is detected, you will see a warning.

Approved
 Scott Schultz 2/23/21
 PO# 2722624
 Leave PO Open

Item #10.

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CITY OF GREEN COVE SPRINGS CITY COUNCIL REGULAR SESSION

321 WALNUT STREET, GREEN COVE SPRINGS, FLORIDA
TUESDAY, FEBRUARY 02, 2021 – 7:00 PM



MINUTES

Invocation & Pledge of Allegiance to the Flag - **Pastor Pope, Springs Baptist Church**

Roll Call

COUNCIL MEMBERS PRESENT: Mayor Van Royal, Vice Mayor Ed Gaw (via phone), Council Member Connie Butler, Council Member Matt Johnson, Council Member Steven Kelley

STAFF MEMBERS PRESENT: L.J. Arnold, III, City Attorney, Steve Kennedy, City Manager, Mike Null, Assistant City Manager, Erin West, City Clerk

Mayor to call on members of the audience wishing to address the Council on matters not on the Agenda.

1. Stan Kinmonth 194 Malley Cove Ln, Fleming Island speaks to the Council concerning the MVPA First Florida Chapter event being held at Reynolds Park. Mr. Kinmonth advises the group is wanting to see about a lower major event fee and a waiver of the performance bond.

Emergency motion to waive the security bond for the MVPA First Florida Chapter Swap Meet and to reduce the major event fee from \$500 to \$250 while still requiring the indemnity agreement and insurance requirement.

Motion made by Council Member Kelley, Seconded by Council Member Butler.

Voting Yea: Mayor Royal, Vice Mayor Gaw, Council Member Butler, Council Member Johnson, Council Member Kelley

Emergency motion to approve the event being put on by the MVPA.

Motion made by Council Member Butler, Seconded by Council Member Kelley.

Voting Yea: Mayor Royal, Vice Mayor Gaw, Council Member Butler, Council Member Johnson, Council Member Kelley

2. Felicia Hampshire 508 Franklin ST, GCS speaks to the Council sharing the plans for the 20th Annual Soul Food and Music Festival.

AWARDS & RECOGNITION

1. Proclamation - Black History Month

Mayor Royal calls the staff to the front and reads the Black History Month Proclamation.

Mayor Royal presents the proclamation to Sgt. Kimberly Miller who speaks and announces her retirement from the Green Cove Springs Police Department.

Council Member Butler invites Mr. Hubert Robinson to speak. Mr. Robinson is in the Reserves of the Marine Corps. He advised he is working to become a film maker and is very interested in making a movie about Augusta Savage.

Mayor Royal asks Ms. Henrietta Francis to speak. Ms. Francis advises there are 3 remaining teachers from Dunbar High School that could not attend the meeting but will be receiving the proclamation and introduces former students of Dunbar High, who were taught by those teachers.

Motion to approve the Black History Month Proclamation.

Motion made by Council Member Kelley, Seconded by Council Member Butler.

Voting Yea: Mayor Royal, Council Member Butler, Council Member Johnson, Council Member Kelley

PUBLIC HEARINGS

2. Second and Final Reading of Ordinance No. O-01-2021, an Ordinance amending Chapter 90 of the City Code Article II Electric Utility, Division 2. Service Applications and Contracts by amending Section 90-24 entitled "Utility Payment Extensions" *Marlena Guthrie*

City Attorney Arnold reads Ordinance No. O-01-2021 by title.

Finance Director, Marlena Guthrie presents and explains the Ordinance.

Mayor Royal opens the public hearing.

Following no public comment, the public hearing is closed.

Motion to approve Ordinance No. O-01-2021, an Ordinance amending Chapter 90 of the City Code Article II Electric Utility, Division 2. Service Applicants and Contracts by amending Section 90-24 entitles Utility Payment Extensions.

Motion made by Council Member Johnson, Seconded by Council Member Butler.

Voting Yea: Mayor Royal, Vice Mayor Gaw, Council Member Butler, Council Member Johnson, Council Member Kelley

3. First Reading of Ordinance No. O-16-2020, amending Section 101-5 to add new definitions and revise definitions for lot width and setback, establishing Section 101-160 concerning flag lot requirements, and amending Sections 113-131 and 113-132 to revise access requirements. *Michaels Daniels*

City Attorney Arnold reads Ordinance No. O-16-2020 by title.

Development Services Director, Michael Daniels presents and explains the Ordinance.

Mayor Royal opens the public hearing.

Joe Sobotta 212 North St, GCS questions the flag lot ownership.

Discussion follows Mr. Sobotta's question.

Following no further public comment, the public hearing is closed.

Council discussion follows.

Motion to approve the first reading of Ordinance No. O-16-2020, amending City Code Chapter 101, Article I; establishing Chapter 101, Article II, Division 3, Section 101-160 Flag Lots; and amending Chapter 113, Article II, Division 4 as to form and legality.

Motion made by Council Member Johnson, Seconded by Council Member Butler.

Voting Yea: Mayor Royal, Vice Mayor Gaw, Council Member Butler, Council Member Johnson, Council Member Kelley

Blue Card: George Giouvakos 1149 Idlewild Ave, GCS speaks to the Council concerning the pulling of permits to trim trees on his property due to a high winds at the beginning of December 2020. The high winds resulted in a tree falling through a roof.

Council discussion follows.

CONSENT AGENDA

All matters under the consent agenda are considered to be routine by the city council and will be enacted by one motion in the form listed below. There will be no separate discussion on these items. If discussion is desired, that item will be removed from the consent agenda and will be considered separately. Backup documentation and staff recommendations have been previously submitted to the city council on these items.

Mayor Royal pulls Item 13.

Motion to approve Consent Agenda Items 4 through 15 minus 13.

Motion made by Council Member Kelley, Seconded by Council Member Johnson.

Voting Yea: Mayor Royal, Vice Mayor Gaw, Council Member Butler, Council Member Johnson, Council Member Kelley

4. City Council approval of Minutes from 1/05/2021 and 1/19/2021 Regular Sessions. **Erin West**
5. City Council approval of funding, and authorization for the City Manager to execute, a task order in the amount of \$696,500.00 to Mittauer & Associates for FDEP Grant / Loan Administration, Construction Material Review and Approval, Construction Inspection and Administration, SRF Davis-Bacon and American Iron and Steel monitoring requirements, providing Resident Construction Inspector, Start-Up Services, and As-Built / O&M Manual Development for the Phase II Harbor Road Advanced Wastewater Treatment Facility. **Scott Schultz**
6. City Council approval of Pay Application #5 to KBT Contracting Corp in the amount of \$59,234.40 for the ASACC Library Building project. **Steve Thomas**
7. Friends of Augusta Savage "BHM" Community Outreach **Kim Thomas**
8. City Council approval of, and authorization for the Mayor to execute, Disbursement Request #9 in the amount of \$19,500.00 to the Design Loan Agreement for the Florida Department of Environmental Protection (FDEP), Drinking Water State Revolving Fund (SRF) Loan Application DW 100102 for \$356,800.00, for the design of capital improvements to the City's Water System. This is the final invoice for the Magnolia Point Cul-de-Sac Pressure Improvement portion of the overall project. **Scott Schultz**
9. City Council approval of funding in the amount of \$32,910.15 to Gresco for underground boring conduit for the Electric Department. **Scott Schultz**
10. City Council approval to surplus aluminum roof from pipe storage building at the Harbor Road WWTF. **Scott Schultz**
11. City Council approval to surplus aluminum carport removed from the Old Police Department. **Scott Schultz**

12. City Council approval of Pay Request #5 in the amount of \$112,247.25 to General Underground for Bid Award LC 2020-06, Reynolds Water System Improvements in the amount of \$685,724.00 (Base Bid), and Alternate #1 (water & sewer extension to MOBRO) in the amount of \$314,275.00 for a total amount of \$1,000,449.00. **Scott Schultz**
13. Review of Revised Site Development Plan for Harbor Road Wastewater Treatment Facility **Michael Daniels, Scott Schultz**
- Mayor Royal advises he pulled this item just to clarify the length of 6ft or 8ft. Water Utility Director, Scott Schultz advises the correct length is 8ft.
- Motion to approve Consent Agenda Item 13**
Motion made by Council Member Kelley, Seconded by Council Member Butler.
Voting Yea: Mayor Royal, Vice Mayor Gaw, Council Member Butler, Council Member Johnson, Council Member Kelley
14. City Council approval of a purchase order to Danella Construction in the amount of \$125,590 to install underground conduit for Electric system improvements. **Andy Yeager**
15. City Council approval of adjustments to the Electric Department Wages. **Steve Kennedy**

COUNCIL BUSINESS

16. FMPA - February 2021 **Bob Page**
Mr. Page gave an overview of February and discussion followed.
17. City Manager and City Attorney Reports and/or Correspondence/Executive Summary Reports.
The City Manager and City Attorney made comments regarding various city activities, events, operations, and projects.
18. City Council Reports and/or Correspondence.
The City Council made comments regarding various city activities, events, operations, and projects.

Adjournment

There being no further business to come before the City Council, the meeting was adjourned at 8:53 p.m.

CITY OF GREEN COVE SPRINGS, FLORIDA

B. Van Royal, Mayor

Attest:

Erin West, City Clerk



STAFF REPORT

CITY OF GREEN COVE SPRINGS, FLORIDA

TO: Regular Meeting

MEETING DATE: March 2, 2021

FROM: Michael Daniels

SUBJECT: City Council approval of Land Dedication for new roadway adjacent to Ruby Street

BACKGROUND

In November 2020, Clay County Habitat submitted an application for a lot split for parcel #017053-000-00 which is located at 314 Ruby Street. During the review of the request, City staff determined that, due to the narrowness of the existing roadway on Ruby Street, that in order to be able to complete a lot split, the parcel would need to be split parallel to Ruby Street (see attached surveys) and a new roadway would need to be constructed on the east side of Ruby Street, from the existing asphalt driveway and extending 60' to the east to provide road frontage for the two newly created lots. As a result, the applicant is requesting to dedicate the northern portion of the subject property to the City for the creation of a new road. The new roadway plans and construction will be completed by the applicant and approved by the City. In addition, the applicant will convey to the City the property by warranty deed which will be recorded in the Official County Records. The roadway and the conveyance shall be completed prior to issuance of a Certificate of Occupancy for the new single-family houses.

FISCAL IMPACT

RECOMMENDATION

Approval of Land Dedication for new Roadway adjacent to Ruby Street

DEVELOPER AGREEMENT
**("LAND DEDICATION FOR ROADWAY
CONSTRUCTION")**

THIS DEVELOPER AGREEMENT is made and entered into this 2nd day of March, 2021, by and between, Clay County Habitat for Humanity Inc., a Florida Not For Profit Corporation, hereinafter referred to as "Developer(s)", and the City of Green Cove Springs, a Florida municipal corporation, hereinafter referred to as "City".

WHEREAS, Developer owns lands located in Green Cove Springs, Clay County, Florida, and described in Exhibit "A" attached hereto and incorporated herein by reference (hereinafter referred to as "Property"); and

WHEREAS, the DEVELOPER is developing certain land within the CITY on parcel # 38-06-26-017053-000-00; and

WHEREAS, the Developer has submitted an application to split parcel # 38-06-26-017053-000-00 for the development of two single family homes; and

WHEREAS, Developer desires that the Property, which is a portion of parcel #38-06-26-017053-000-00 be dedicated to the City for the construction of a city owned roadway; and

WHEREAS, the dedication and construction of the proposed roadway will allow for the permitting of two single family homes meeting the density control requirements as set forth in Chapter 117, Article II, Division 3 of the City Code; and

WHEREAS, the parties wish to enter into this Agreement setting forth their mutual understandings and undertakings regarding the property development; and

WHEREAS, the Developer shall be required to design and construct the city owned roadway meeting the specifications as set forth in Paragraph 2 within 12 months hereafter.

WHEREAS, the Developer shall be required to construct the city owned roadway meeting the specifications as set forth in Paragraph 2 below.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

1. **RECITALS**

All representation above are true and correct and incorporated herein.

2. **ROADWAY SPECIFICATIONS**

- a. Roadway shall connect to the existing asphalt driveway as shown on Exhibit A, Boundary Survey and extend for 60'.

- b. Roadway shall be a minimum of 12' wide with 6" thick fiber with 3,000 PSI Concrete.
- c. A minimum of 4 pipe bollards shall be placed at the end of the roadway.
- d. The roadway shall be constructed within 12 months of the approval of the Developer's Agreement.
- e. Guarantees and Sureties as set forth in Chapter 101, Article II, Division 5, Subdivision V shall be provided.

3. **IMPROVEMENT COMPLETION**

Notwithstanding anything herein to the contrary the DEVELOPER shall complete all improvements to the roadway to the written satisfaction of the CITY. Furthermore, the DEVELOPER shall convey the subject roadway to the City by warranty deed with title insurance for an amount of no less than \$10,000 within 15 days of final acceptance by the CITY. The CITY shall not approve a Certification of Occupancy until the CITY approves all roadway infrastructure plans and construction is completed.

4. **STANDARDS OF PROFESSIONAL SERVICE**

The DEVELOPER agrees to provide and perform the construction set forth in this AGREEMENT, or any Amendments hereto, in accordance with generally accepted standards of construction practice and in accordance with the laws, statutes, ordinances, codes, rules, regulations and policies, of any governmental agencies which may regulate, or have jurisdiction over the services to be performed by the DEVELOPER, pursuant to this AGREEMENT.

5. **INDEMNIFICATION** –

- a. The Developer shall be and agrees to be and remain liable for any and all damages, losses, and expenses incurred by the CITY caused by the errors, omissions, negligence, or delay(s) of the DEVELOPER or by any subcontractors engaged by the DEVELOPER in providing, performing and furnishing work and materials pursuant to this AGREEMENT.
- b. The DEVELOPER shall be liable and agrees to be liable for and shall indemnify, defend and hold the CITY harmless for any and all claims, suits, judgments or damages, losses and expenses, including court costs, expert witness and professional consultation services, and attorneys' fees arising out of the DEVELOPER'S errors, omissions, negligence, or delay(s), or those of any subcontractors engaged by the DEVELOPER during the providing, performing and furnishing of services, work and materials pursuant to this AGREEMENT and any and all Amendments thereto.

6. **APPLICABLE LAW/VENUE/JURY TRIAL WAIVED**

This AGREEMENT shall be governed by the ordinances, the laws, rules, and regulations of the State of Florida, procedural and substantive and applicable federal statutes, rules, and regulations. The venue for any and all litigation, arising under this AGREEMENT, shall lie in Clay County, Florida. Each party hereby knowingly waives the right to trial by jury of any suits arising hereunder.

7. **WAIVER OF BREACH**

Waiver by the CITY of a breach of any provision of this AGREEMENT, by the DEVELOPER, shall not be deemed to be a waiver of any other breach and shall not be

construed to be a modification of the terms of this AGREEMENT.

8. **DUTIES AND OBLIGATIONS IMPOSED ON THE DEVELOPER**

The duties and obligations imposed on the DEVELOPER, and the rights and remedies available hereunder shall be in addition to, and not a limitation on, any such duties and obligations or rights and remedies otherwise imposed or available by law or statute.

9. **ATTORNEY FEES**

The prevailing party in any litigation arising hereunder shall be entitled to recover reasonable attorney fees and costs from the other party.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized officials have executed this AGREEMENT on the dates shown below.

DEVELOPER:
Clay County Habitat for Humanity, Inc.

**CITY OF GREEN COVE SPRINGS,
FLORIDA**

By: _____
Carolyn Edwards, Executive Director

By: _____
B. Van Royal, Mayor

Its _____

Witness as to DEVELOPER

Attest: _____
Erin West, City Clerk

Date: _____

Approved as to form only:

L. J. Arnold III, City Attorney

Date: _____

MAP SHOWING BOUNDARY SURVEY OF

Item #12.

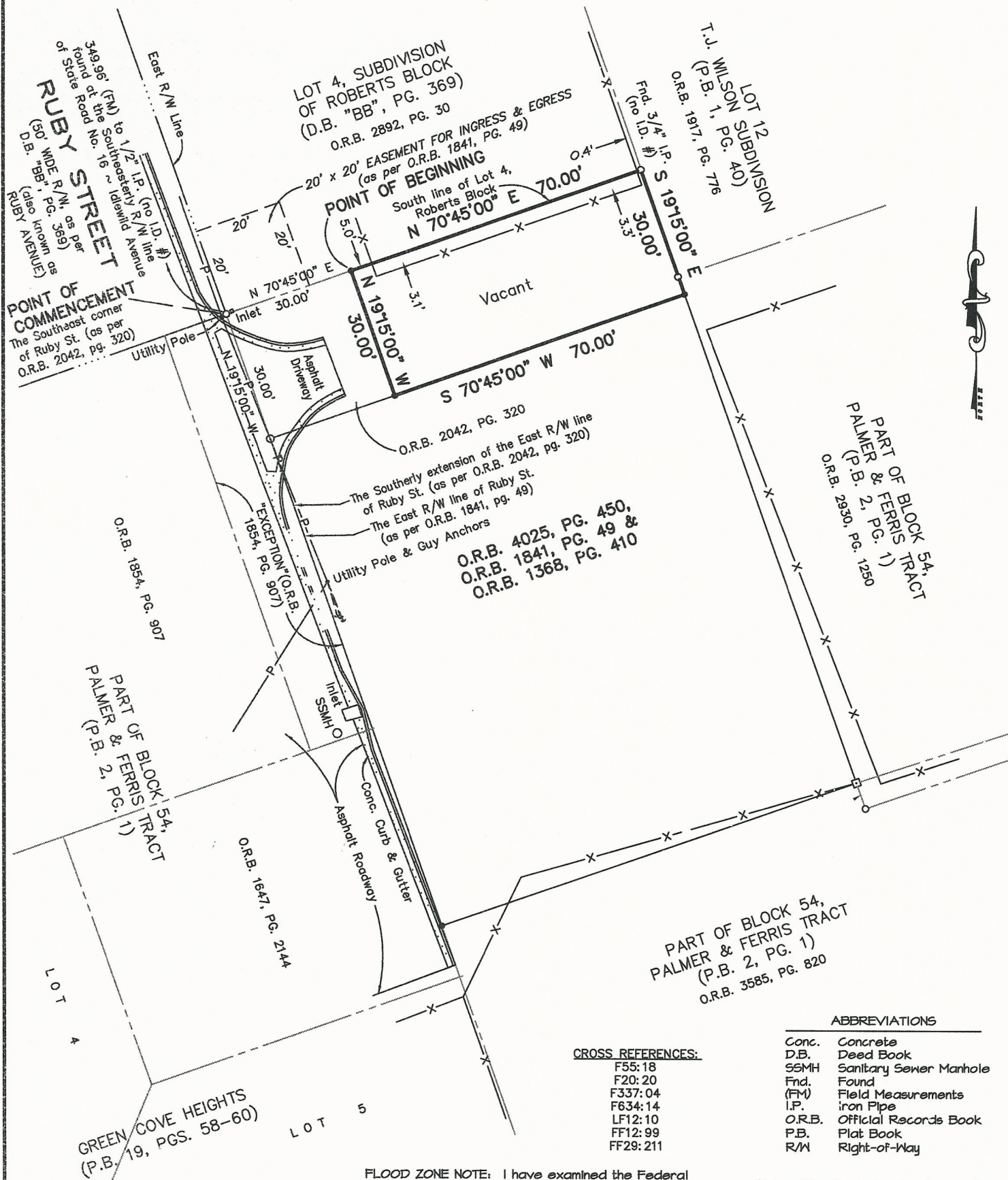
A parcel of land consisting of a portion of Block 54, Palmer and Ferris Tract, Green Cove Springs, Clay County, Florida, according to Plat Book of the public records of said county, said parcel being more particularly described as follows:

Commence at a point on the east line of Ruby Street at the southwest corner of Lot 4 of the ROBERTS BLOCK in the City of Green Cove Springs, Florida, and run North 70 degrees 45 minutes 00 seconds East, 30.00 feet to the point of beginning; thence continue North 70 degrees 45 minutes 00 seconds East, 70.00 feet to the southwesterly line of Lot 12, T.J. Wilson subdivision according to plat thereof recorded in Plat Book 1, page 40 of said public records; thence on said southwesterly line, and on a southeasterly extension thereof, South 19 degrees 15 minutes 00 seconds East, 30.00 feet; thence South 70 degrees 45 minutes 00 seconds West, 70.00 feet; thence North 19 degrees 15 minutes 00 seconds West, 30.00 feet to the point of beginning;

Certified to: City of Green Cove Springs
First American Title Insurance Company
L.J. Arnold, III

Scale 1" = 30'

Date of survey: February 1, 2021



CROSS REFERENCES:

F55:18
F20:20
F337:04
F634:14
LF12:10
FF12:99
FF29:211

ABBREVIATIONS

Conc.	Concrete
D.B.	Deed Book
SSMH	Sanitary Sewer Manhole
Fnd.	Found
(FM)	Field Measurements
I.P.	Iron Pipe
O.R.B.	Official Records Book
P.B.	Plat Book
R/W	Right-of-Way

FLOOD ZONE NOTE: I have examined the Federal Emergency Management Agency Flood Insurance Rate Map dated March 17, 2014 and find that this property is situated in Flood Zone "X".

Not valid without the signature and the original raised seal of a Florida licensed surveyor and mapper.

Harold T. Eiland
HAROLD T. EILAND
License No. LS 2518
EILAND & ASSOCIATES, INC.
Professional Surveyors & Mappers
Certificate of Authorization No. LB 1381
615 BLANDING BOULEVARD
ORANGE PARK, FLORIDA 32067
Telephone: (904)-272-
Page 328

- GENERAL NOTES
1. Bearings shown hereon are based on the record bearing of S 19°30'00" E for the Northeastly line of lands described in O.R.B. 3585, pg. 820 of the public records of Clay County, Florida.
 2. This survey was based on documents provided and was not abstracted for easements, covenants or restrictions, title, overlaps, or other matters of record, or matters unrecorded by this surveyor.
 3. Underground utilities serving or crossing this property have not been located or shown.
 4. Easements shown hereon are for drainage and utilities, unless noted otherwise.
 5. This survey depicts visible improvements only; no underground improvements or footings were located.

LEGEND

- Set Nail & Disk (LB 1381)
- Found 4"x4" Concrete Monument (no I.D. #)
- Found 1/2" Iron Pipe (no I.D. #)
- Set 1/2" Iron Pipe (LB 1381)
- x- Fence
- P- Powerline/Pole and Anchor
- T- Telephone Line
- C- Cable T/V Line
- Concrete Air Conditioner Pad
- Concrete Elec. Transformer Pad

MAP SHOWING BOUNDARY SURVEY OF

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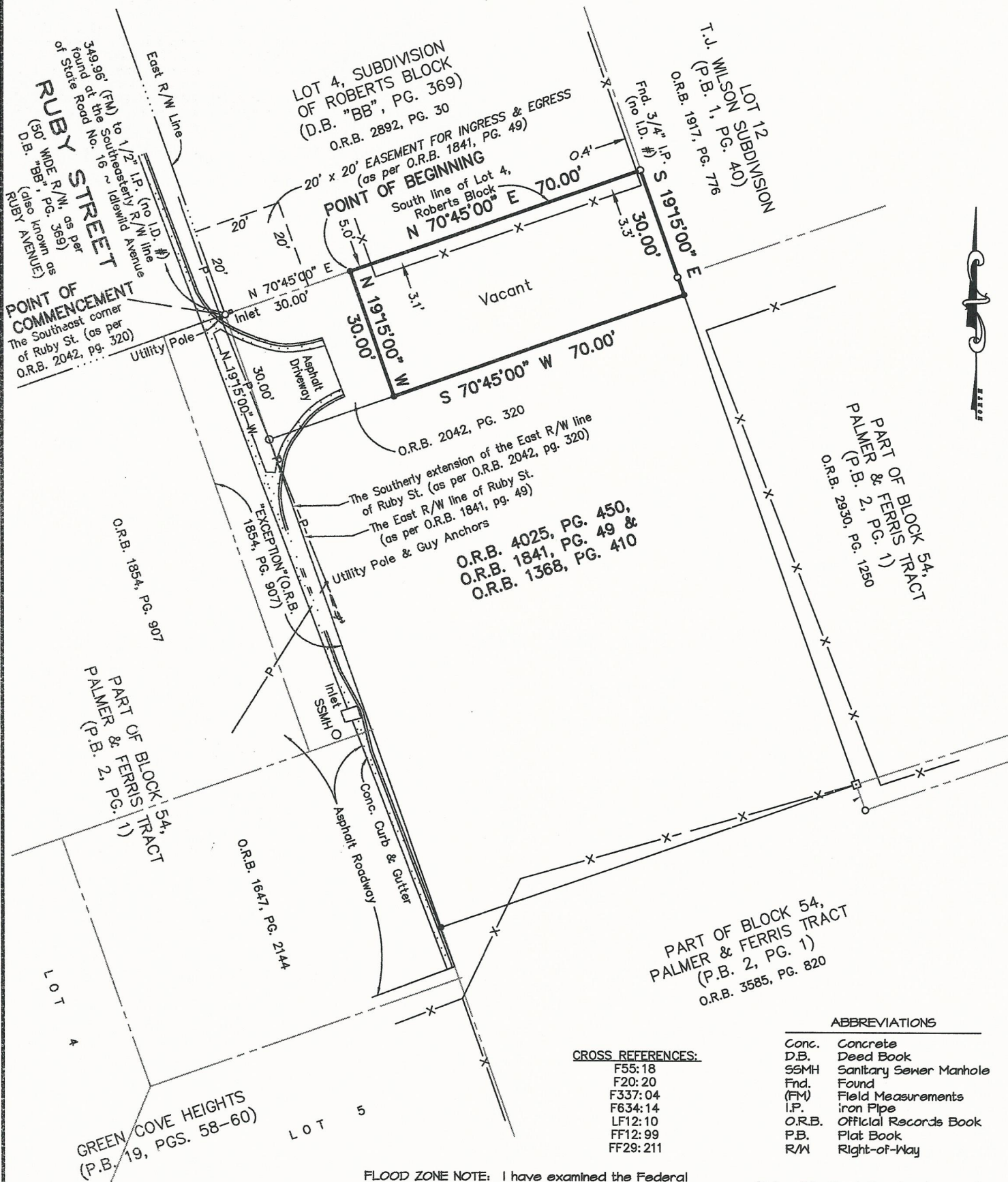
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Harold T. Eiland
HAROLD T. EILAND
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615 BLANDING BOULEVARD
ORANGE PARK, FLORIDA 32067
Telephone: (904)-272-
Page 329

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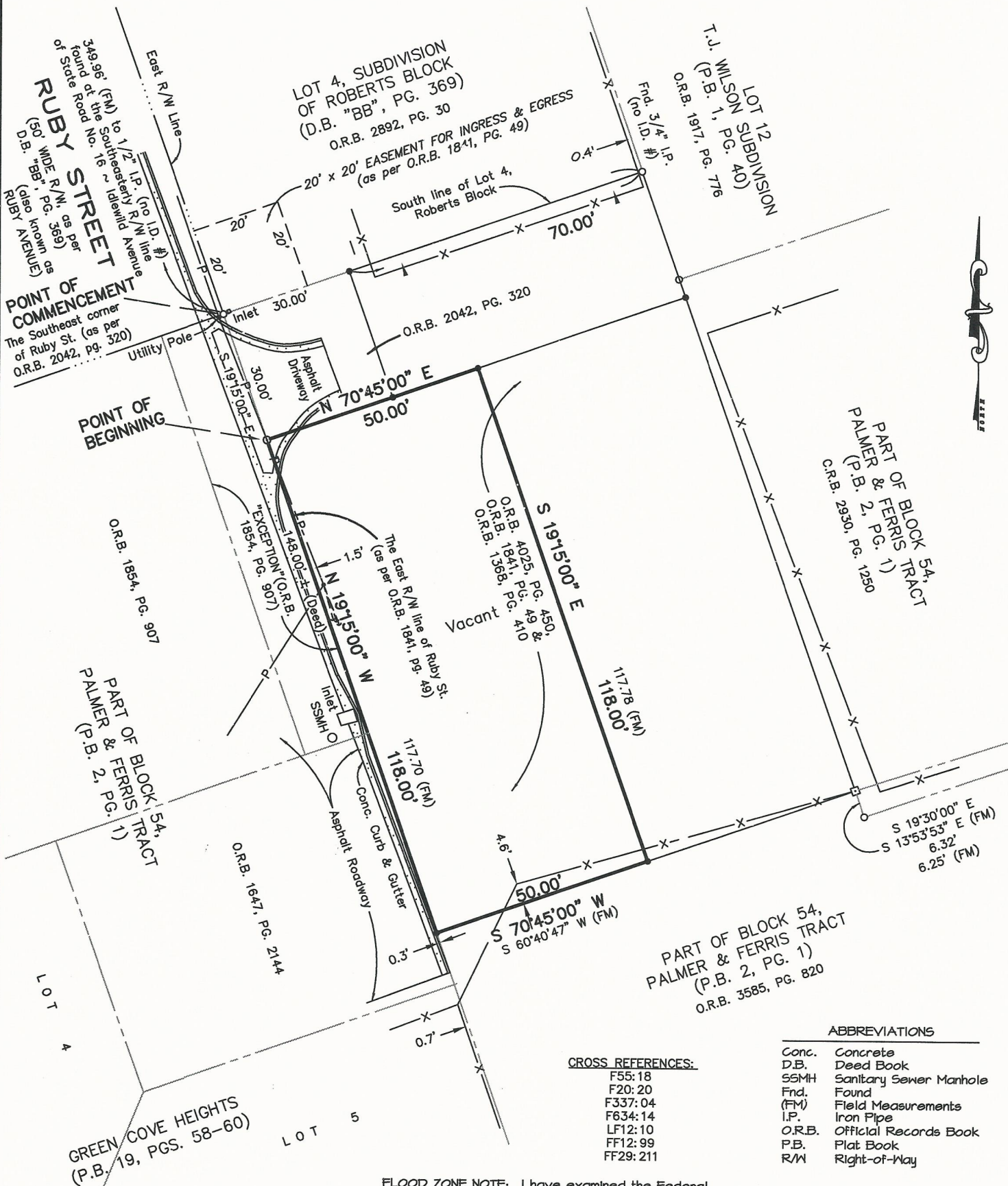
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Certified to: Clay County Habitat for Humanity

Scale 1" = 30'

Date of survey: February 1, 2021



Harold T. Eiland
HAROLD T. EILAND
License No. LS 2518
EILAND & ASSOCIATES, INC.
Professional Surveyors & Mappers
Certificate of Authorization No. LB 1301
615 BLANDING BOULEVARD
ORANGE PARK, FLORIDA
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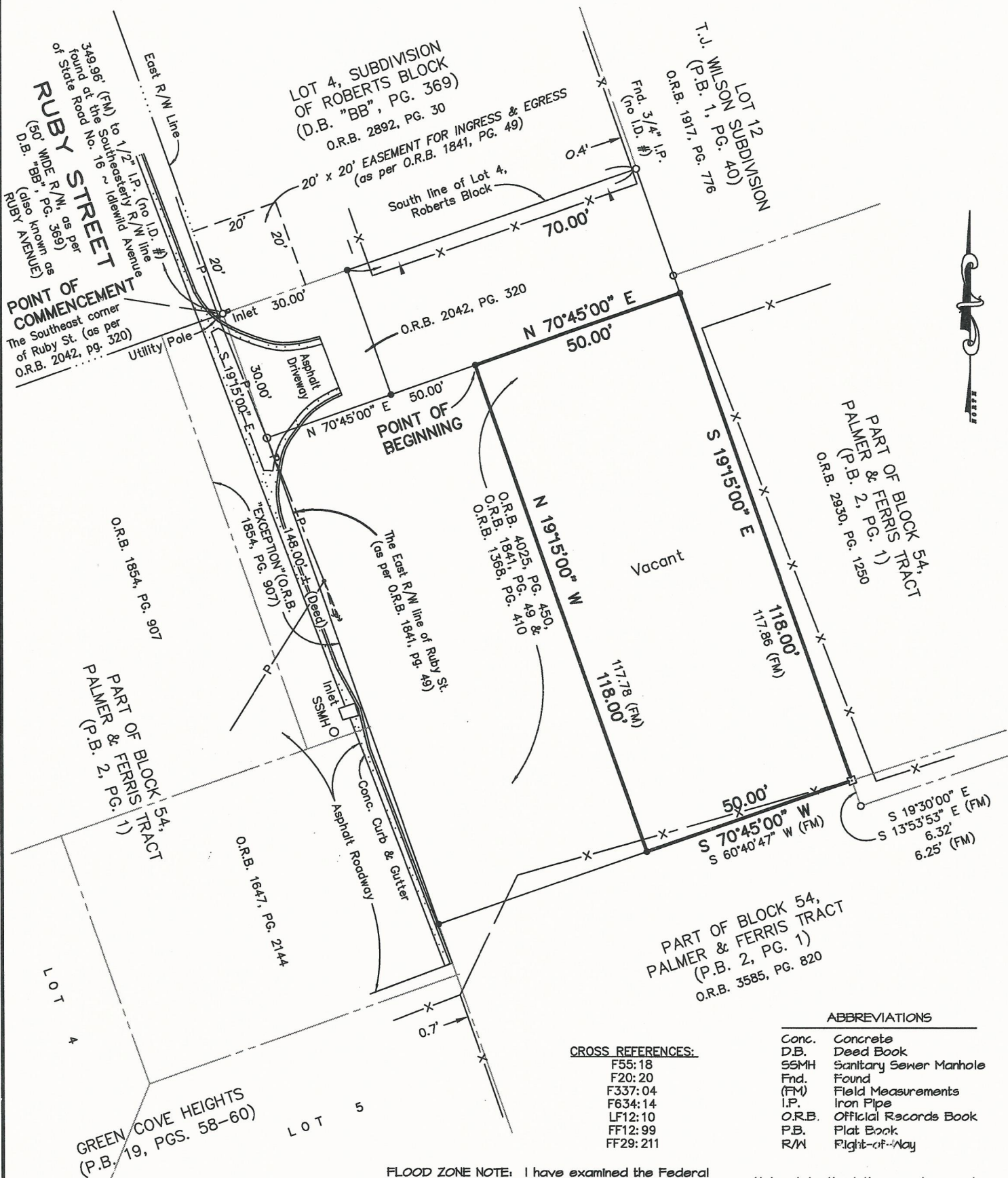
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ORANGE PARK, FLORIDA 32073
Telephone: (904)-272-
Page 331



STAFF REPORT

CITY OF GREEN COVE SPRINGS, FLORIDA

TO: City Council Regular Session

MEETING DATE: March 2, 2021

FROM: L. J. Arnold III, City Attorney

SUBJECT: City Council approval of Engagement Letter to retain the services of Nabors, Giblin & Nickerson, P. A. ("NG&N") to assist with the annual non-ad valorem assessments for the Magnolia West subdivision's solid waste and City wide stormwater programs.

BACKGROUND

Due to the increased scrutiny of the use of special assessments by local government to collect user fees for certain utilities, the City has for the past several years retained special assessment experts NG&N. This area of collections is extremely detailed and legally complicated. Opponents of these type assessments have used class action lawsuits requesting refunds from past years assessments if there are mistakes in the adoption process.

FISCAL IMPACT

The annual retainer for NG&N is \$3,500.

RECOMMENDATION

Motion to accept the Engagement Letter with NG&N.

TALLAHASSEE
1500 Mahan Drive
Suite 200
Tallahassee, Florida 32308
(850) 224-4070 Tel
(850) 224-4073 Fax



TAMPA
2502 Rocky Point Drive
Suite 1060
Tampa, Florida 33607
(813) 281-2222 Tel
(813) 281-0129 Fax

Item #13.

PLANTATION
8201 Peters Road
Suite 1000
Plantation, Florida 33324
(954) 315-0268 Tel

February 23, 2021

Via Electronic Mail

L. J. Arnold, III
City Attorney
City of Green Cove Springs
321 Walnut Street
Green Cove Springs, Florida 32043

Re: Proposal for Annual Non-Ad Valorem Assessment Programs for Solid Waste and Stormwater for the Magnolia West Subdivision

Dear Jim:

This correspondence is written to present a scope of services for Nabors, Giblin & Nickerson, P.A. ("NG&N") to provide professional services and specialized assistance to the City of Green Cove Springs (the "City") and its staff with the continued implementation of annual non-ad valorem assessments for the Magnolia West Subdivision's solid waste and stormwater programs.

Upon receiving notice to proceed, we will work under the detailed critical events calendar and schedule for project deliverables that has been tailored to the City's needs as provided by City staff.

- 1) Advise the City as-needed on the legal and procedural issues concerning the reimposition of solid waste and stormwater non-ad valorem assessment programs, including special benefit, fair apportionment, and procedures.
- 2) Advise the City on any judicial or legislative actions that may affect or require modifications to the City's assessment programs.
- 3) Draft the preliminary and annual rate resolutions that conform to the assessment, already adopted.

L. J. Arnold, III
 February 23, 2021
 Page 2

- 4) Assist with the legal requirements for the adoption of the preliminary and annual rate resolutions and certification of the assessment roll in accordance with section 197.3632, Florida Statutes, including: (a) the development of the first class notice or TRIM notice, (b) publication of the public hearing, and (c) certification of the assessment roll.

For the legal services provided herein, the City will be billed a lump sum fee of \$3,500.00. The fees will be due and payable in two equal installments as follows:

<u>Payment</u>	<u>Schedule</u>
½ of lump sum fee	June 2021
½ of lump sum fee	September 2021

The lump sum fee for professional services for the assessment programs does not include any on-site visits to the City by NG&N staff. Meeting attendance may be arranged at our standard hourly rates:

Partners	\$300
Associates	\$275
Law Clerks	\$75

Expenses related to meetings will be billed in accordance with Section 112.061, Florida Statute. We will bill our actual costs associated with long distance telephone charges and overnight delivery services. Copies will be billed at 25¢ per page. The City is responsible for any and all newspaper publications, including, but not limited to, making arrangements for publications and any costs associated therewith.

NG&N will work with the City in performing its scope of services.

The professional fees required to assist the City in implementing the contemplated assessment programs does not include litigation defense services. However, we do all of our work with an eye on potential legal challenges in an attempt to maximize both the efficiency and the effectiveness of any defense. In the event there is a challenge, we would be available, on an hourly basis, to assist the City in its defense.

Upon review and satisfactory determination, please execute this correspondence by signing below to indicate acceptance of the attached proposal and to serve as proper Notice to Proceed. If you have any questions, please do not hesitate to contact me.

L. J. Arnold, III
February 23, 2021
Page 3

We look forward to working with the City of Green Cove Springs again. If you or any other City officials have any questions, please feel free to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read 'HJ Encinosa', written in a cursive style.

Heather J. Encinosa

HJE/sb

cc: Steve Kennedy

AGREED TO AND ACCEPTED BY:

Green Cove Springs, Florida

Date



STAFF REPORT

CITY OF GREEN COVE SPRINGS, FLORIDA

TO: City Council Regular Session.

MEETING DATE: March 2, 2021

FROM: Steve Thomas

SUBJECT: City Council approval of a change order #3 to KBT Contracting Corp to Construct a drive through shelter for the Food Pantry in the amount of \$94,200.00. *Steve Thomas*

BACKGROUND

The City Council approved to enter a contract with KBT Contracting to build the library building at ASACC facility on 9/15/2020 City Council approved a change order to KBT Contracting to Refurbish the Class room area for the Food Pantry for them and now we are adding the covered shelter as part of the contract.

FISCAL IMPACT

The fiscal impact is 94,200.00 from Account # 001-1214-5006326

RECOMMENDATION

Approve change order #3 to KBT Contracting Corp to construct a drive through shelter for the Food Pantry in the amount of \$94,200.00



CONTRACTING CORP.
 CGC1520730/CBC058625/CCC1330401
 5105 Blanding Blvd.
 Jacksonville, Florida 32210
 904/771-2876 Fax
 904/647-9200 Office
info@kbtcorp.com

Proposal

February 24, 2021

To: City of Green Cove Springs
 321 Walnut Street
 Green Cove Springs, FL 32043
 Attn: Steve Thomas, Assistant Public Works Director

Project: LC 2020-09 – Augusta Savage Arts and Community Center Library Construction

Scope of Work

1. Design and engineer driveway canopy and adjacent walk-way canopy.
2. Provide drafted sketches for review and minor modifications prior to release to design engineer.
3. Deliver engineered plans and obtain permit for construction.
4. Cut new asphalt and install structure piers.
5. Install structure post and protective concrete filled bollards.
6. Install structure post wrapped in aluminum break for finished look and low maintenance. Bollards to be painted "safety yellow".
7. Main canopy structure to be gable design. Dimensions are approximately 30 ft x 22 ft. Canopy is independent of adjacent building. (See attached rudimentary floor plan.)
8. Adjacent walk-way canopy is the same concept – wood with shingle roof system. (Metal canopy has longer lead time and cost is only slightly less considering we already have personnel doing larger wood structure.)
9. Gable ends to match Hardi-shingles on main building.
10. Beams and ceilings to be aluminum wrapped and "V-joint" solid materials. Soffit will be vented with ridge vent on roof to allow for "breathing".
11. Install ceiling lights for night operation. Will be on dusk to dawn photo-cell control.
12. Roof system to be engineered truss.
13. Roof covering to be asphalt shingle. Color and product to match adjacent buildings (as close as possible).
14. Install custom gutters on existing building and new structures to provide for proper drainage.
15. Schedule of events and preliminary time-line attached.
16. Rough sketches attached.

Total Labor and Materials - \$94,200.00



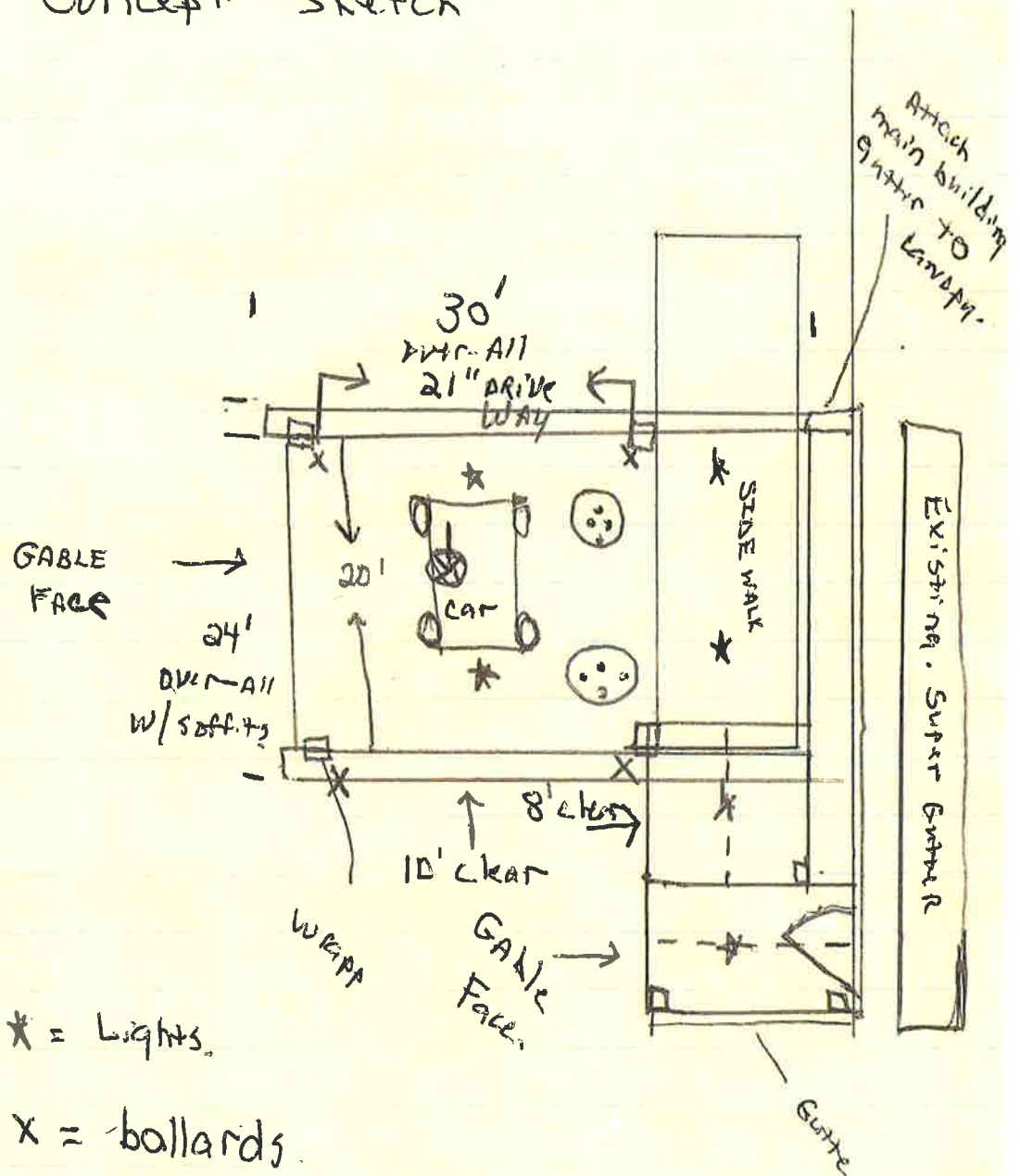
Proposed Schedule

Task	Date
Design and provide engineered drawings. Deliver to Client and permit office. (NOTE: Trusses need to be ordered this date to make delivery)	3/5/2021
Set up subs in anticipation of project start	3/8/2021 – 3/12/2021
Order Materials for delivery	3/8/2021 – 3/12/2021
Obtain permit (will need assistance to expedite permit process)	3/10/2021
Install footers, post and bollards	3/15/2021 – 3/19/2021
Install main beams, conventional framing of small cover	3/22/2021 – 3/26/2021
Set trusses and decking	3/29/2021 – 3/30/2021
Run electrical for canopy lights	3/30/2021
Inspections	3/31/2021
Install Roofing, Soffits, and Ceiling	4/1/2021 – 4/5/2021
Install Gutters/Project Close-out	4/6/2021 – 4/9/2021

Please note: this is a very aggressive schedule considering design, permitting and construction requirements. Need response no later than Friday 2/26/2021 to attain.

Keith Timmons, VP, KBT Contracting Corp

" Concept Sketch "



* = Lights.

x = ballards.

⊙ = ceiling "r" Joint Vinyl.



STAFF REPORT

CITY OF GREEN COVE SPRINGS, FLORIDA

TO: City Council Regular Session **MEETING DATE:** March 2, 2021
FROM: Mike Null, Assistant City Manager
SUBJECT: City Council adoption of a Language Access Plan (LAP) for Limited English Proficiency (LEP) persons. *Mike Null*

BACKGROUND

Purpose: In compliance with Executive Order 13166, the City of Green Cove Springs has developed the following Language Access Plan (LAP) for Limited English Proficiency (LEP) persons.

History: Title VI of the Civil Rights Act of 1964 is the federal law that protects individuals from discrimination on the basis of their race, color, or national origin in programs that receive federal financial assistance. In certain situations, failure to ensure that persons who have limited English proficiency can effectively participate in, or benefit from, federally assisted programs may violate Title VI's prohibition against national origin discrimination.

Persons who, as a result of national origin, do not speak English as their primary language and who have limited ability to speak, read, write, or understand English may be entitled to language assistance under Title VI in order to receive a particular service, benefit, or encounter.

City of Green Cove Springs Four-Factor Analysis: The following Four-Factor Analysis will serve as the guide for determining which language assistance measures the City of Green Cove Springs will undertake to guarantee access to the City of Green Cove Springs Community Development Block Grant (CDBG) programs by LEP persons.

1. Number or proportion of LEP persons served or encountered in the eligible service population (served or encountered includes those persons who would be served by the recipient if the person received education and outreach and the recipient provided sufficient language services).

The City of Green Cove Springs utilized American Community Survey data Table(s)#S1602. Based on this data, the City of Green Cove Springs does meet the 1,000 or 5% LEP persons threshold for the Spanish Language.

2. The frequency with which the LEP persons come into contact with the program.

The proposed project does include internet hookups. Therefore, residents are likely to have considerable direct contact with the program and its staff.

3. The nature and importance of the program, activity, or service provided by the program.

The proposed project does provide direct assistance to project area beneficiaries related to internet hookups; therefore, the nature of the activity or service is of significant importance to the proposed project area(s) residents.

4. The resources available and costs to the recipient.

Currently, there are free websites that can be utilized to translate some written materials. Additionally, local volunteers have been identified to provide oral translation services at public meetings and during conversations with LEP residents during the implementation of the proposed project. Furthermore, many of the common forms used in the implementation of a CDBG project are available in multiple languages on the HUD and DOL websites. Additionally, translation activities are an eligible CDBG administrative expense. Therefore, limited LAP measures are reasonable given the resources available to the City of Green Cove Springs.

FISCAL IMPACT

None

RECOMMENDATION

Approve adoption of the Language Access Plan as attached.

**FOUR-FACTOR ANALYSIS
and
LANGUAGE ACCESS PLAN
FOR LIMITED ENGLISH PROFICIENCY
PERSONS**

**COMMUNITY DEVELOPMENT
BLOCK GRANT PROGRAM**

CITY OF GREEN COVE SPRINGS

Purpose: In compliance with Executive Order 13166, the City of Green Cove Springs has developed the following Language Access Plan (LAP) for Limited English Proficiency (LEP) persons.

History: Title VI of the Civil Rights Act of 1964 is the federal law that protects individuals from discrimination on the basis of their race, color, or national origin in programs that receive federal financial assistance. In certain situations, failure to ensure that persons who have limited English proficiency can effectively participate in, or benefit from, federally assisted programs may violate Title VI's prohibition against national origin discrimination.

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City of Green Cove Springs Language Access Plan

As a result of the preceding Four-Factor Analysis, the City of Green Cove Springs has identified the following types of language assistance to be provided on an as needed basis by the City of Green Cove Springs throughout the implementation of the CDBG program:

- *All CDBG citizen participation documents, project-related resolutions, public notices, and amendments will be published in Spanish on bulletin boards at the City Hall and in public places throughout the proposed project area(s) and/or the community.*
- *Additionally, all published citizen participation advertisements will include a statement in Spanish indicating other program materials are available in Spanish upon request.*
- *All citizen participation notices will include a statement that translators will be available at public meetings upon prior request.*
- *If needed, a translator may be retained to provide oral translation in the field during the implementation of the project activities.*
- *If other populations of LEP persons are identified in the future, The City of Green Cove Springs will consider additional measures to serve the language access needs of those persons.*

Adopted:

Date Adopted

Attest

Mayor

LIMITED ENGLISH SPEAKING HOUSEHOLDS



Note: This is a modified view of the original table produced by the U.S. Census Bureau. This download or printed version may have missing information from the original table.

	Green Cove Springs city, Florida				
	Total		Percent		
Label	Estimate	Margin of Error		Estimate	M
▼ All households	2,803	±197		(X)	
▼ Households speaking --					
Spanish	308	±137		11.0%	
Other Indo-European languages	53	±39		1.9%	
Asian and Pacific Island languages	25	±26		0.9%	
Other languages	70	±73		2.5%	

Table Notes

Item #15.

LIMITED ENGLISH SPEAKING HOUSEHOLDS

Survey/Program:

American Community Survey

Year:

2019

Estimates:

5-Year

Table ID:

S1602

Although the American Community Survey (ACS) produces population, demographic and housing unit estimates, it is the Census Bureau's Population Estimates Program that produces and disseminates the official estimates of the population for the nation, states, counties, cities, and towns and estimates of housing units for states and counties.

Source: U.S. Census Bureau, 2015-2019 American Community Survey 5-Year Estimates

Data are based on a sample and are subject to sampling variability. The degree of uncertainty for an estimate arising from sampling variability is represented through the use of a margin of error. The value shown here is the 90 percent margin of error. The margin of error can be interpreted roughly as providing a 90 percent probability that the interval defined by the estimate minus the margin of error and the estimate plus the margin of error (the lower and upper confidence bounds) contains the true value. In addition to sampling variability, the ACS estimates are subject to nonsampling error (for a discussion of nonsampling variability, see ACS Technical Documentation). The effect of nonsampling error is not represented in these tables.

A "limited English speaking household" is one in which no member 14 years old and over (1) speaks only English or (2) speaks a non-English language and speaks English "very well." In other words, all members 14 years old and over have at least some difficulty with English. By definition, English-only households cannot belong to this group. Previous Census Bureau data products have referred to these households as "linguistically isolated" and "Households in which no one 14 and over speaks English only or speaks a language other than English at home and speaks English 'very well'." This table is directly comparable to tables from earlier years that used these labels.

The household language assigned to the housing unit is the non-English language spoken by the first person with a non-English language in the following order: reference person, spouse, parent, sibling, child, grandchild, in-law, other relative, unmarried partner, housemate/roommate, roomer/boarder, foster child, or other nonrelative. If no member of the household age 5 and over speaks a language other than English at home then the household language is English only.

The 2015-2019 American Community Survey (ACS) data generally reflect the September 2018 Office of Management and Budget (OMB) delineations of metropolitan and micropolitan statistical areas. In certain instances, the names, codes, and boundaries of the principal cities shown in ACS tables may differ from the OMB delineation lists due to differences in the effective dates of the geographic entities.

Estimates of urban and rural populations, housing units, and characteristics reflect boundaries of urban areas defined based on Census 2010 data. A data for urban and rural areas from the ACS do not necessarily reflect the results of ongoing urbanization.

Item #15.

Explanation of Symbols:

An "***" entry in the margin of error column indicates that either no sample observations or too few sample observations were available to compute a standard error and thus the margin of error. A statistical test is not appropriate.

An "-" entry in the estimate column indicates that either no sample observations or too few sample observations were available to compute an estimate, or a ratio of medians cannot be calculated because one or both of the median estimates falls in the lowest interval or upper interval of an open-ended distribution, or the margin of error associated with a median was larger than the median itself.

An "-" following a median estimate means the median falls in the lowest interval of an open-ended distribution.

An "+" following a median estimate means the median falls in the upper interval of an open-ended distribution.

An "***" entry in the margin of error column indicates that the median falls in the lowest interval or upper interval of an open-ended distribution. A statistical test is not appropriate.

An "*****" entry in the margin of error column indicates that the estimate is controlled. A statistical test for sampling variability is not appropriate.

An "N" entry in the estimate and margin of error columns indicates that data for this geographic area cannot be displayed because the number of sample cases is too small.

An "(X)" means that the estimate is not applicable or not available.

Supporting documentation on code lists, subject definitions, data accuracy, and statistical testing can be found on the American Community Survey website in the Technical Documentation section.

Sample size and data quality measures (including coverage rates, allocation rates, and response rates) can be found on the American Community Survey website in the Methodology section.



STAFF REPORT

CITY OF GREEN COVE SPRINGS, FLORIDA

TO: City Council Regular Session **MEETING DATE:** March 2, 2021
FROM: Mike Null, Assistant City Manager
SUBJECT: First Public Hearing to take recommendations for a CDBG-CV Coronavirus Cycle grant application with the Florida Department of Economic Opportunity.

BACKGROUND

The City of Green Cove Springs is considering submitting an application to the Florida Department of Economic Opportunity (DEO) for a Small Cities Community Development Block Grant in the Coronavirus (CDBG-CV) Application cycle. A total of \$41,931,595.00 is being made available through a competitive application process to local governments who are eligible to participate in the Small Cities Community Development Block Grant (CDBG) Program within the State of Florida. The minimum amount a community may apply for is two hundred thousand dollars (\$200,000.00), the maximum amount a community may apply for is five million dollars (\$5,000,000.00). The City may submit only one application for a single project or program.

These funds must be used for projects that meet the following threshold criteria:

1. Project activities must meet at least one of the following National Objectives:
 - Benefit to Low-and-Moderate Income Persons (LMI) individuals and/or households, including:
 - Indirect benefit activities – at least 51% of beneficiaries must be LMI; or
 - Direct benefit activities – 100% of beneficiaries must be LMI.
 - Prevention or elimination of slum and blight – see 24 CFR §570.483(c); or
 - Address an Urgent Need – see 24 CFR 570.483(d).
2. Project activities must prevent, prepare for, or respond to the coronavirus, and should demonstrate a:
 - Direct effect: Costs directly associated with coronavirus prevention, preparation, or response, (e.g. rehabilitation of building to create additional quarantine and isolation rooms for recovering COVID-19 patients).
 - Indirect effect: Economic and housing market disruptions (e.g. small business assistance).

Examples of some of the activities which can be applied for include but are not limited to the following:

- Rehabilitate a facility for testing, diagnosis or treatment of Covid-19.
- Acquire and rehabilitate, or construct, a group living facility that may be used to centralize patients undergoing treatment.
- Installation of wiring, fiber optic cables, and permanently affixed equipment such as receivers for areas to receive broadband/internet access.
- Rehabilitate a senior center, community center or homeless shelter by replacing the HVAC system

and/or installing air purification system.

- Acquisition and/or rehabilitation of a building to expand capacity of homeless shelters to accommodate social distancing and isolation.
- Installation of wi-fi routers/extenders in affordable housing buildings for LMI residents.
- Provide testing, diagnosis or other services at a fixed or mobile location.
- Provide equipment, supplies, and materials necessary to carry-out a public service (e.g., childcare for working parents with distance learning school kids).
- Deliver meals on wheels to quarantined individuals or individuals that need to maintain social distancing due to medical vulnerabilities.

The range of activities that may be undertaken will be provided at the public hearing. In developing an application for submission to DEO, the City must plan to minimize displacement of persons as a result of planned CDBG-CV activities. In addition, the City is required to develop a plan to assist displaced persons.

FISCAL IMPACT

TBD

RECOMMENDATION

Subject to Council Direction

CITY OF GREEN COVE SPRINGS NOTICE OF FIRST PUBLIC HEARING

EL AVISO DE PRIMERA AUDIENCIA PÚBLICA ESTÁ DISPONIBLE EN ESPAÑOL EN EL SITIO WEB DE LA CIUDAD DE

(www.cityofgreencovesprings.com)

Item #16.

65

The City of Green Cove Springs is considering submitting an application to the Florida Department of Economic Opportunity (DEO) for a Small Cities Community Development Block Grant in the Coronavirus (CDBG-CV) Application cycle. A total of \$41,931,595.00 is being made available through a competitive application process to local governments who are eligible to participate in the Small Cities Community Development Block Grant (CDBG) Program within the State of Florida. The minimum amount a community may apply for is two hundred thousand dollars (\$200,000.00), the maximum amount a community may apply for is five million dollars (\$5,000,000.00). The City may submit only one application for a single project or program.

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- Deliver meals on wheels to quarantined individuals or individuals that need to maintain social distancing due to medical vulnerabilities.

The range of activities that may be undertaken will be provided at the public hearing. In developing an application for submission to DEO, the City must plan to minimize displacement of persons as a result of planned CDBG-CV activities. In addition, the City is required to develop a plan to assist displaced persons.

The public hearing to receive citizen views concerning the community's housing, economic and other community development needs related to the coronavirus will be held on **Tuesday, March 2, 2021, at 7:00 PM** or as soon as possible thereafter during a regular City Commission meeting to be held at the **City of Green Cove Springs City Hall, City Council Meeting held at the City Council Meeting Room, 321 Walnut Street, Green Cove Springs, FL 32043-3441**. If you have questions concerning the CDBG-CV application process or the list of eligible activities, please contact Ms. Erin West, City Clerk at (904) 297-7500, ext. 3307, or via email to ewest@greencovesprings.com.

The meeting is being held in a handicapped accessible facility. Non-English speaking, deaf, or visually impaired persons needing an interpreter or any handicapped person requiring special accommodation should contact Ms. Erin West, City Clerk, at (904) 297-7500, ext. 3307 at least 48 hours prior to the meeting.

A Fair Housing/Equal Opportunity/Handicap Accessible Jurisdiction.

City of Green Cove Springs
Erin West, City Clerk
321 Walnut Street
Green Cove Springs, FL 32043

L. Steve Kennedy, City Manager

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FMPA Monthly Report

March 2021

Rate Call

The average price of natural gas for the month was \$2.39. Daily natural gas prices have fluctuated in the \$2.60 - 3.00 range with a spike to \$3.30 during the Texas cold spell. The forward pricing curve is approximately 2% above the FY21 budgeted natural gas price.

The peak for the month occurred on 19 January at 8AM.

Natural gas accounted for 62% of the generation mix. Coal was 22% and nuclear was 6%. Solar generation was 1%. Coal generation was higher than budget due to burning off Lakeland coal reserves and water control at Stanton.

The Vero Beach cost recovery account stands at \$5.9 million. This is \$6.0 million below the planned target.

Board of directors

The Board of Directors did not have any action items on the agenda.

Information items included an Annual Debt report, mobile substation update and Inter-regional Price-Consumption-Emissions differences and the policy implications.

Executive Committee

The Executive Committee approved a bond Resolution for R&R funding and a Line of Credit.

Information items were an Annual Debt report, margin from external sales, alternate staffing plan for Treasure Coast Energy Center and Cane Island 3 planned outage update.

Strategic Planning Session

The goals identified for FMPA were:

- Lower controllable wholesale power costs for all power supply projects
- Optimize the performance of Stanton I & II
- Evaluate FMPA's human resource requirements to maintain responsive member services or expand resources to meet new service initiatives,
- Develop alternates to current transmission rate growth
- Evaluate additional solar/storage resources to support customer desires and/or meet additional emission targets

The goals for the Executive Committee (the All Requirements Project, ARP):

- With Florida Municipal Power Pool partners, consider operational improvements to reduce costs and increase reliability with expansion of intermittent resources as well as consider structural changes that create value for all and may enhance Pool expansion
- Identify affordable energy storage opportunities

- Create low- or no-cost demand-side management programs to meet peak and defer capacity additions



9c - Inter-regional Price, Consumption and Emissions Difference and Policy Implications

Board of Directors
February 18, 2021

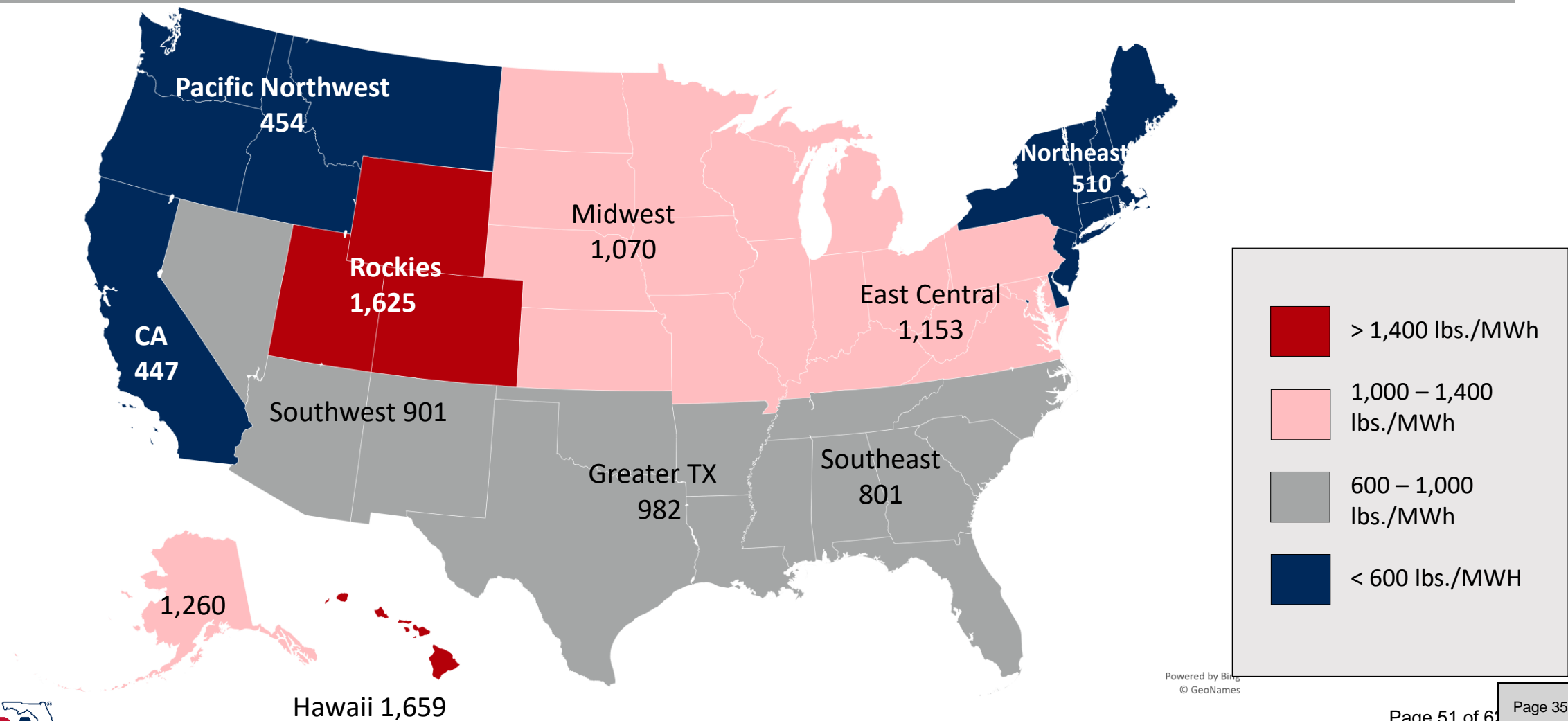
Significant Inter-regional Differences Prices & Emissions

CO₂ Policy Implications – Regionalization, Balance Cost Impacts

- Significant inter-regional diversity of electric emissions, prices and consumption in U.S.
 - Southeast and Greater TX have low electric prices, high per capita of **consumption of** electricity, moderate CO₂ emissions
 - CA and New England have very high costs, low consumption and CO₂ emissions
 - East Central and Midwest have moderate prices, consumption, relatively high CO₂ emissions
 - Pacific NW with its hydro abundance has low prices and CO₂ emissions
 - Eastern U.S. renewable options generally limited to solar
- CO₂ policy implications – need for regional vs national standards
- Need for balancing “Environmental” vs “Economic” justice
- Looking for feedback on policy positions

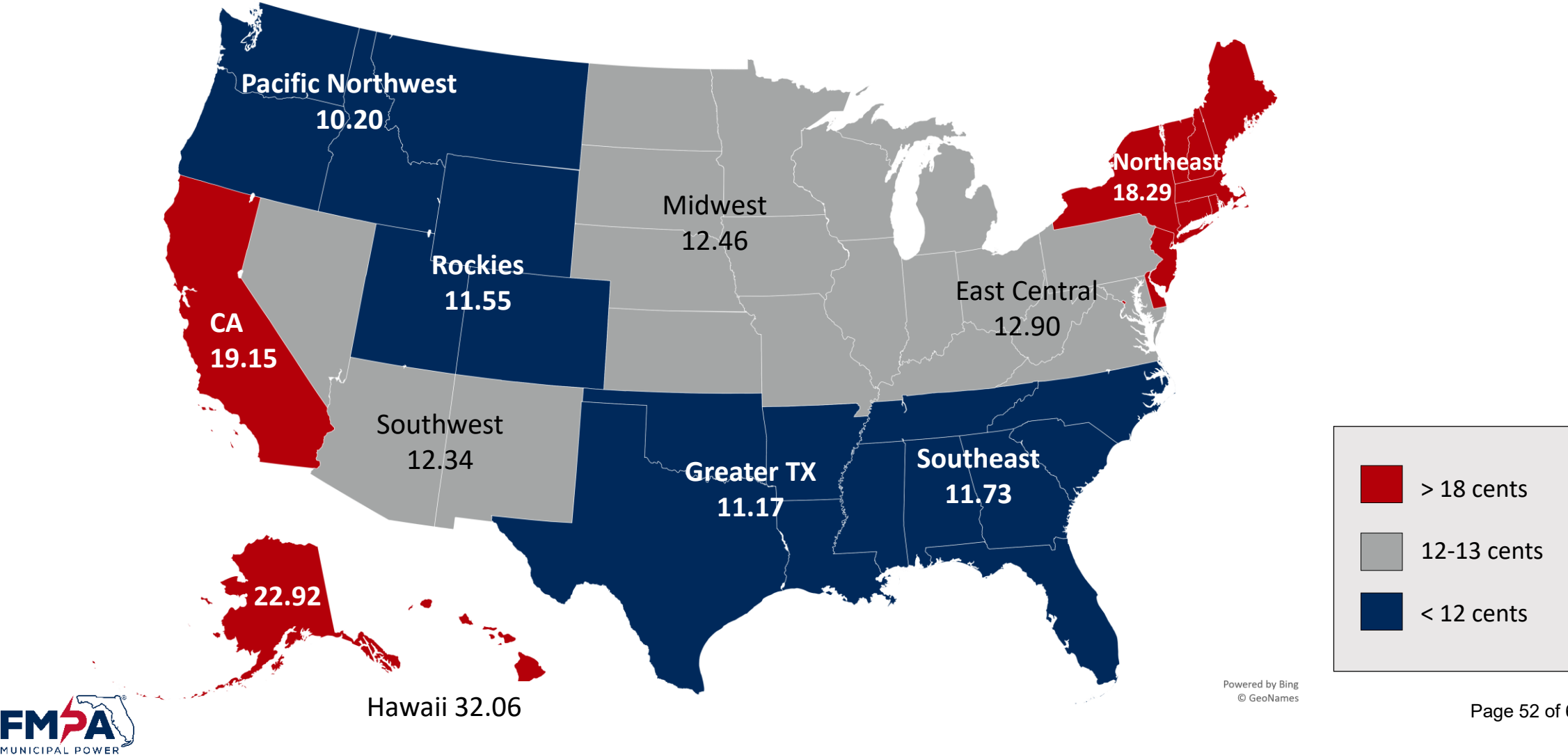
U.S. Regional Electric Generation Emissions (lbs./MWh)

Emissions Driven in Part by Access to Natural Resources



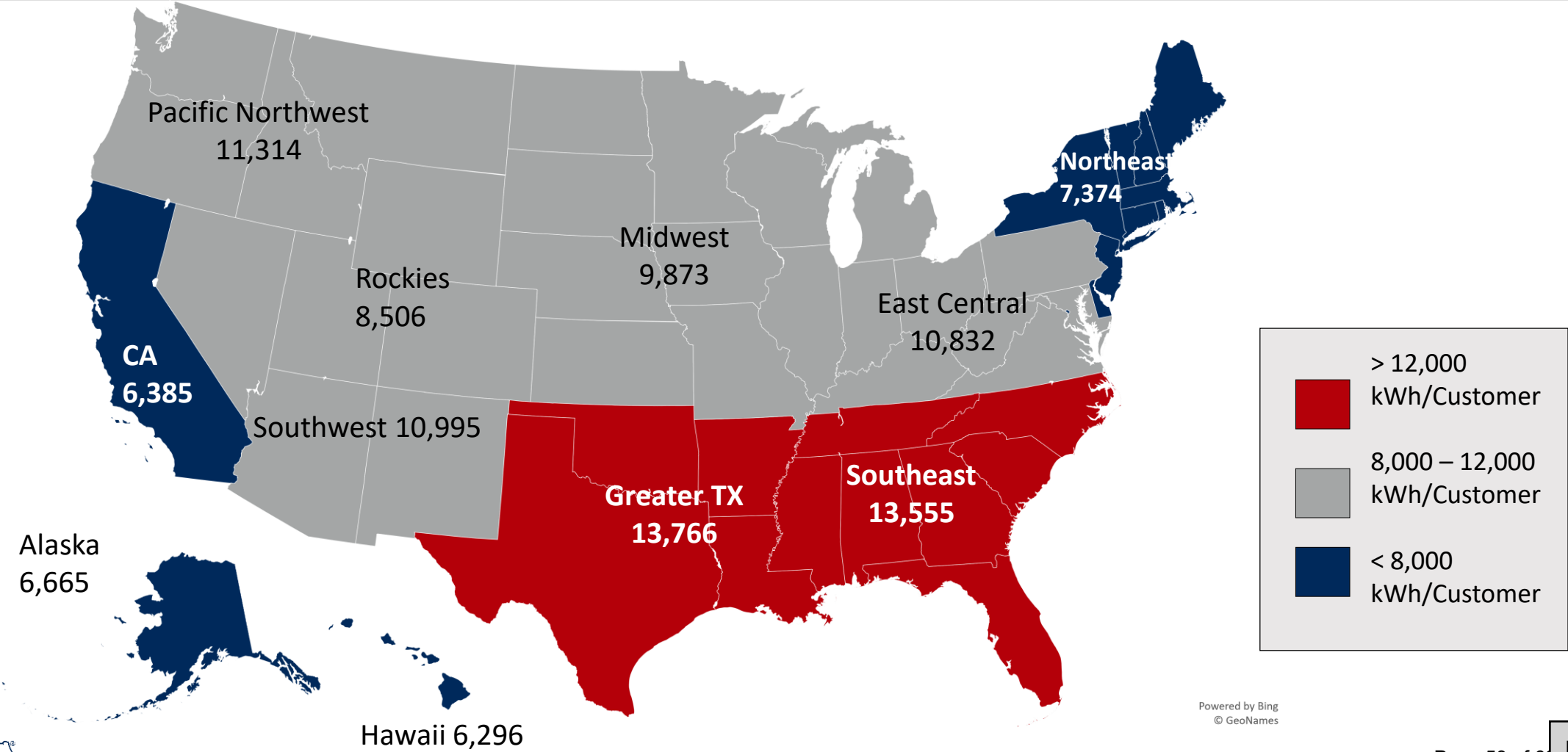
U.S. Average Residential Retail Price (cents/kWh)

Higher Consumption Regions Have Lower Prices



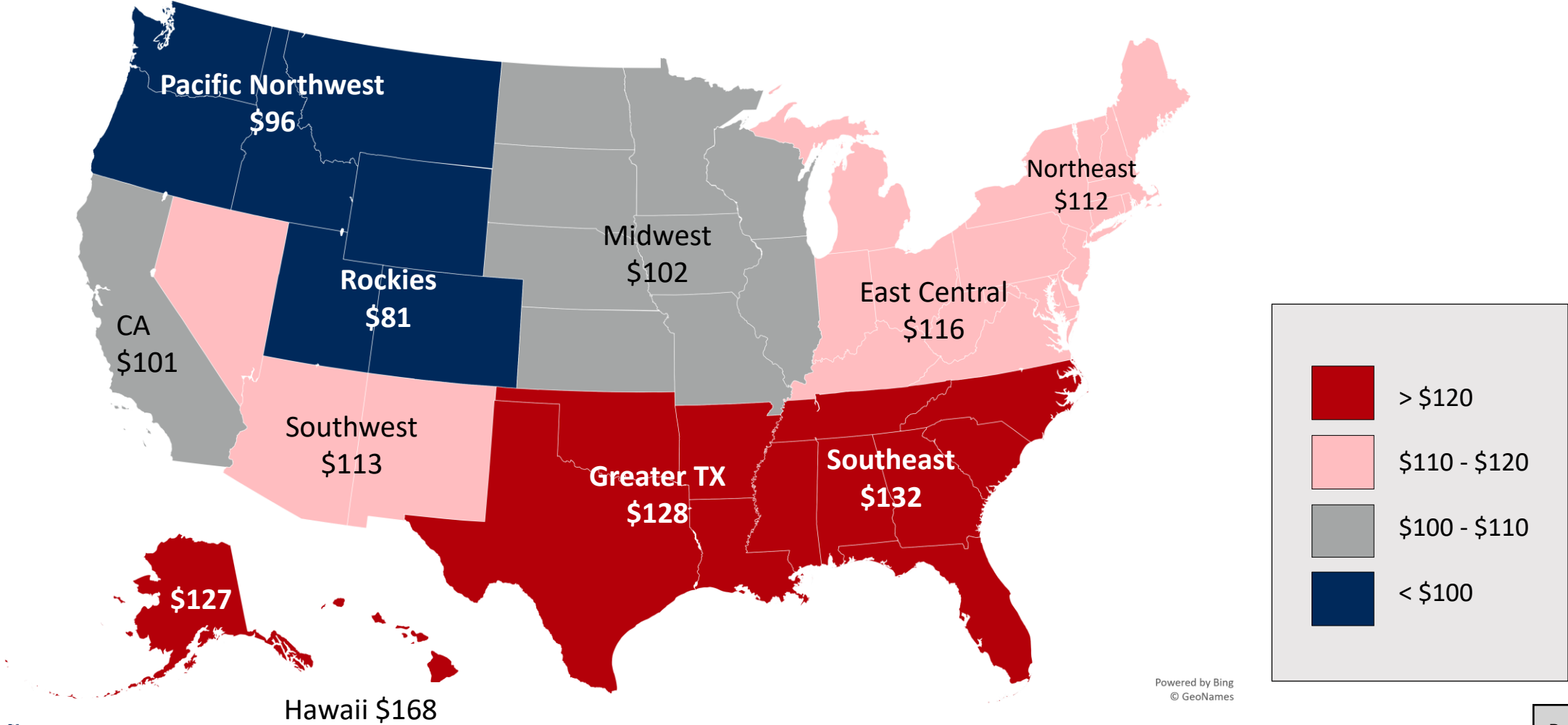
U.S. Residential Customer Consumption (kWh/Cust.)

Usage Driven by Space Conditioning



Regional Average Residential Electric Bill (\$/Month)

Highest Usage Regions Have Highest Bills



FOR
1 OF 3
FLORIDIANS

**10% of disposable income
goes to the electric bill**

SOURCE: American Coalition for
Clean Coal Electricity, "Energy
Cost Impacts on Florida
Families," [Graphic 55 of 261](#)

Increasing CO₂ Reductions in FL Comes at a Cost

Power Costs Increases Could Range from Inflationary to 300%

50%

CO₂ Reductions

**Inflationary
cost increases**

expected through
2027 while
achieving 50% CO₂
reduction from
2005 levels

70%

CO₂ Reductions

**20%
cost increases
over inflation**

using gas
generation for
reliability and
peaking, solar
power increases,
some batteries

95%

CO₂ Reductions

**50 - 100%
cost increases
over inflation**

with significant
solar power plus
battery backup
with natural gas
only available for
emergency use

100%

CO₂ Reductions

**200 - 300%
cost increases**

with significant
amounts of new
solar plus dramatic
increase in battery
capacity to provide
days of reserves for
cloudy periods

Federal CO₂ Policy Needs Regional Considerations

Should Balance “Environmental” and “Economic” Justice

- Federal CO₂ policy needs regional considerations
 - CO₂ emission targets should be regionalized – vastly different starting points and CO₂ free resources available to reduce emissions
 - Cost of emission reductions should be balanced regionally - no region’s customers bearing large share
 - Policy should have “price circuit-breakers” if consumer costs rise too fast in given region
- Pace of CO₂ emissions reductions in U.S. should be balanced against economic impact on fixed and low income consumers
 - Balance “Environmental” vs “Economic” justice
- Pace of CO₂ emission reductions should account for present technological solutions cost effectiveness
- Other thoughts?

**AGENDA ITEM 9 – INFORMATION
ITEMS**

**d. Summary of Finance Committee
Items**

**Board of Directors Meeting
February 18, 2021**



9d – Summary of Finance Committee Items

Board of Directors
February 18, 2021

Other Items

March Review/Approval

- Approval of Risk Policies
- Review of the Agency Annual Risk Inventory

**AGENDA ITEM 10 – MEMBER
COMMENTS**

**Board of Directors Meeting
February 18, 2021**

AGENDA ITEM 11 – ADJOURNMENT

**Board of Directors Meeting
February 18, 2021**



FMIPA Strategic Planning Session Ten-Year Plan

Board of Directors and
Executive Committee

February 17, 2021

Session Outline

What We've Achieved and What's on Horizon

1. Review of Vision, Mission and Values
2. Review of February 2019 Strategic Priorities
3. Review Strategic Planning Material and Identify Potential Priorities
 - A. Drivers of FMPA and Member Businesses
 - B. FMPA Talent Management
 - C. Ten-Year Resource Plan
 - D. Environmental Responsibility
 - E. Asset and Capital Plan and Rate Projections
 - F. FMPA Risks and Opportunities
 - G. Review Overall Electric and Natural Gas Market Outlook (Background Information)
4. Lunch
5. Review and Categorize Identified Potential Strategic Priorities
6. Develop Consensus on Top Strategic Priorities for Next 2 Years



Review of Vision, Mission and Values

FMMPA Vision and Mission

VISION

- To sustainably be the lowest cost, reliable and clean wholesale power provider in Florida.

MISSION

- To provide low-cost, reliable and clean power plus value-added services for FMMPA's owner-customers that benefit their communities and customers.

FMPA Values

- A culture that values both our employees and operating agents and their safety
- Teamwork among our employees and our public power member-owner-customers
- Trust built through honesty, integrity, transparency, open communications and respect
- Employee development, recognition, reward and empowerment
- Environmentally responsible operations
- Member and employee diversity and inclusion
- Innovation and excellence
- The individual needs and desires of FMPA's owner-customers shall be given the strongest consideration consistent with the best interests of all owner-customers



Review of February 2019 Strategic Priorities

We've Made Good Progress Since 2019

Good Success, and More Work to Do

Rank	Strategic Priority	Steps Taken
1	Drive Down Wholesale Power Costs	<ul style="list-style-type: none"> Power costs lowest since 2004, down 37% vs. 2009 Low-cost units continue at 90+% availability Implementing ongoing debt restructuring strategies ~\$5.7M net benefit of external sales (\$1.00/MWh) for Fiscal Year 2020
2	Reliability Enhancements	<ul style="list-style-type: none"> APPA DEED Trip Saver Pilot & 16 Member Projects 16 cities improved outage duration since 2018 12 cities < 60-minute avg. duration in 2019
3	Cost of Service and Solar Subscriptions	<ul style="list-style-type: none"> 6 Members have or pursuing solar subscriptions 15 Financial Planning Projects for Members Pull Savings Forward COVID support for 22
4	Expand Member Services Projects	<ul style="list-style-type: none"> 27 significant member projects in fiscal 2019 29 significant member projects in fiscal 2020

We've Made Good Progress Since 2019

Success, More Work to Do on Strategic Items

Rank	Strategic Priority	Steps Taken
5	Expand services in NERC compliance/cyber/IT	<ul style="list-style-type: none"> Assisted 11 Members in cyber security scorecard Phishing Testing for 5 members Working with 4 members on more holistic IT Assessments with 1st billable IT support project 2 FMPPA-led peer reviews (FPUA & Ocala) in 2020
6	Transmission Rate Mitigation/Connect with New Power Supply Resources	<ul style="list-style-type: none"> Coordinating 2 new looped connections for Members External sales and pool management efforts Explored transmission build alternatives with FPL, no viable projects Negotiated multi-year rate with FPL, awaiting FERC approval Negotiated lump sum adjustment with DEF
7	Expand services in AMI Implementation	<ul style="list-style-type: none"> Advanced 2 Member AMI Procurements to Phase 2 AMI Workshop and surveys to ID new service options Grid Modernization/road-mapping in PM role



Drivers of FMIPA and Member Businesses How Are We Doing?

Overview: Muni Challenges Increasing *More to Achieve with Limited Resources*

- Working to lower cost on retail front while...
- Continuing to improve reliability of power system and managing staffing retention challenges (e.g. linemen)
- Increasing new workload (e.g., IT, compliance, new technology, communications)
- Responding to increased customer expectations (service options, rate structures, day-to-day communications, and new technologies like EVs)
- Continued improvement in emissions reductions while keeping prices affordable
- Goal of increasing the member electric utilities' value to each of their communities and proactively communicating business model benefits

FMPA's Mission Important for Floridians

Lower Wages, Less Disposable Income, Higher Consumption



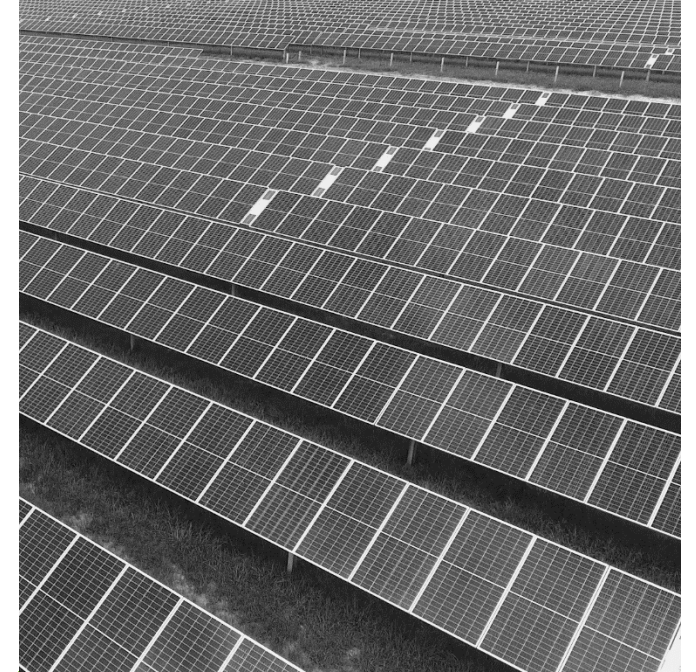
LOW-COST POWER

Customers Need It



RELIABLE POWER

Customers Expect It



CLEAN POWER

Customers Want It

FMPA's Stretch Goals for the Coming Years

Our Targets for Low-Cost, Reliable and Clean Wholesale Power

70

Keep power costs below \$70 per megawatt hour



60

Reduce average outage duration for Florida's municipals to 60 minutes



50

Reduce carbon emissions 50% from 2005 levels by 2027

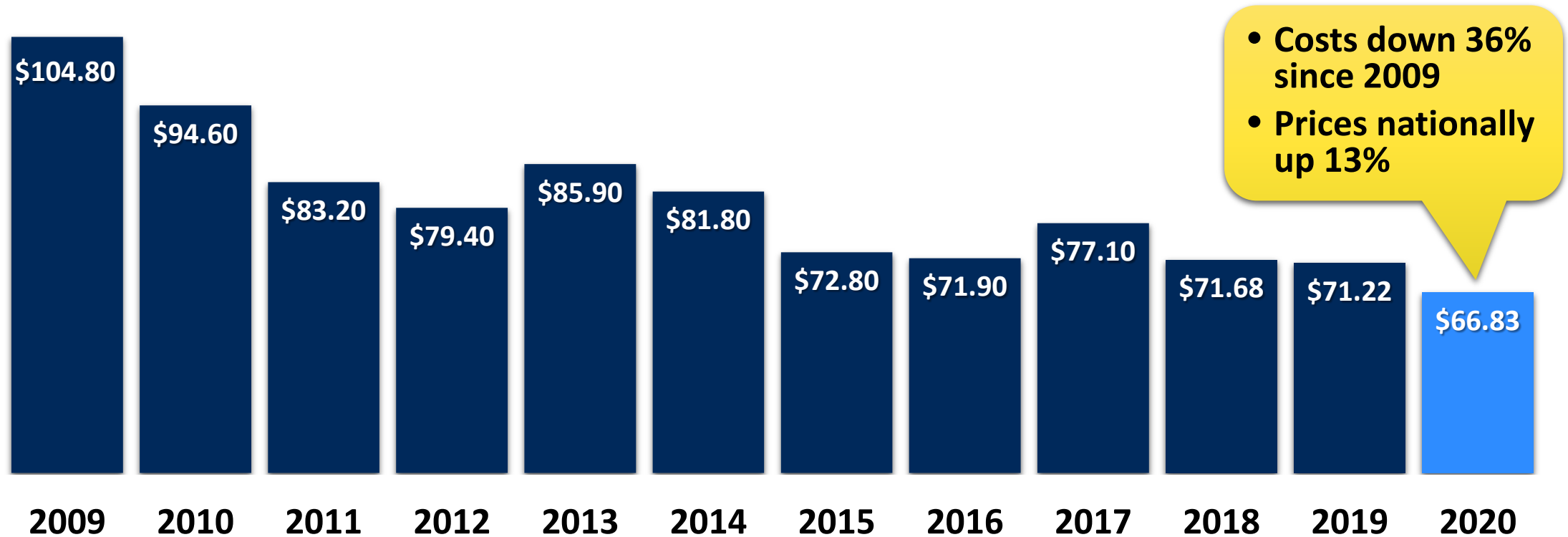


FMPA's Power Costs Lowest Since 2004

First Time Below \$70 Per MWh in 16 Years

All-Requirements Project Power Costs

Average cost per 1,000 kWh billed by fiscal year



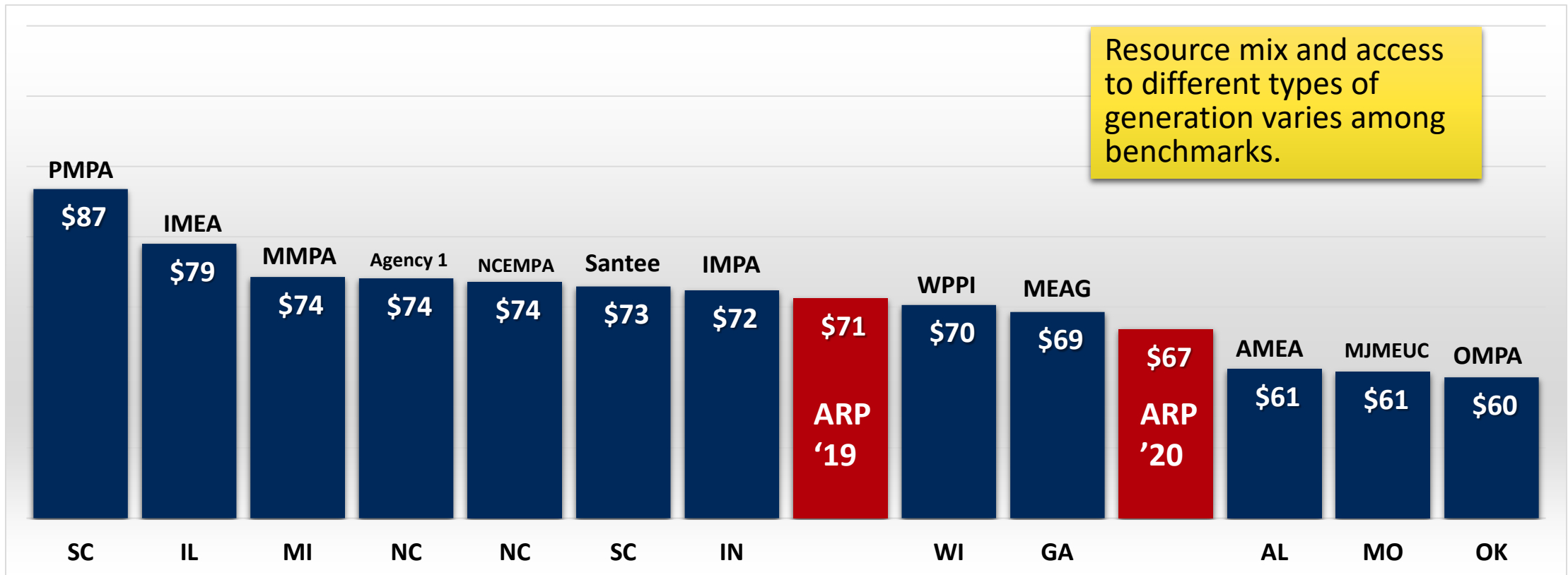
ARP Rates Competitive With Other JAAs

Most Recent Rate in Lower Quarter of Benchmarks

Annual Average Power Supply Costs by JAA (2019*)

Average cost per 1,000 kWh billed. Source: PFM Financial, FMPA

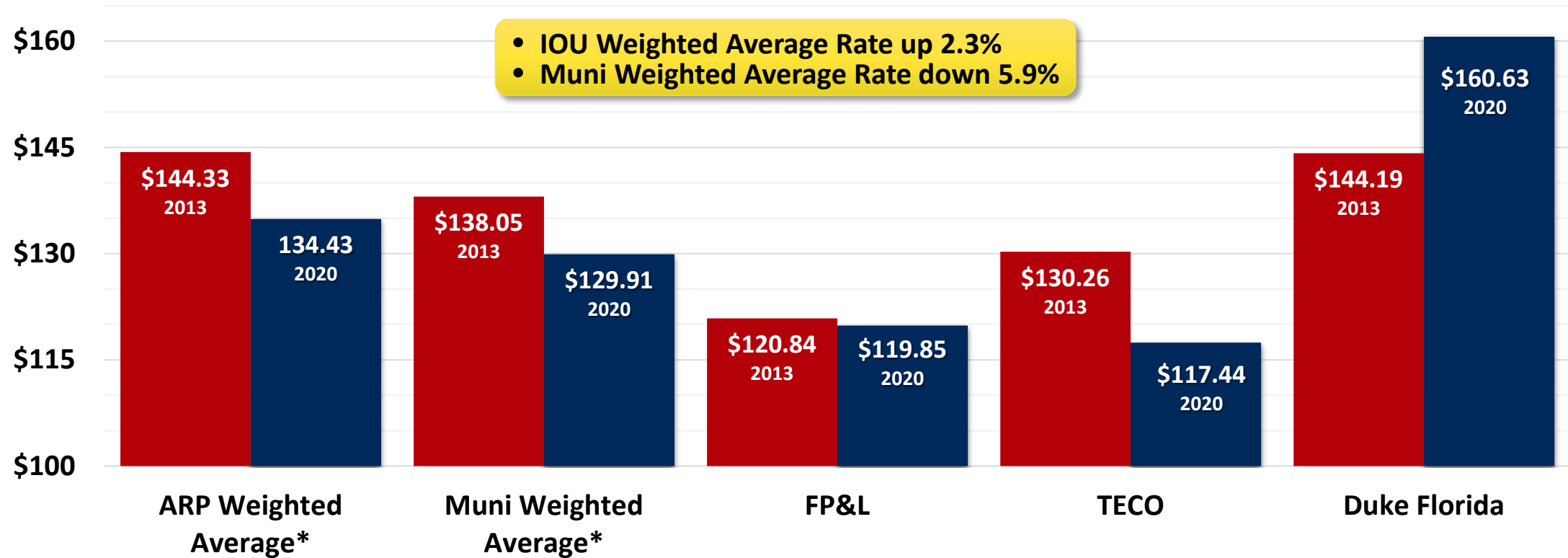
Resource mix and access to different types of generation varies among benchmarks.



Retail Rates Competitive, Could Improve

There's More We Can Do ... We're Not Satisfied

Residential Bill Comparison
Cost per 1,200 kWh, Calendar Year 2013 vs 2020 Average Rate



Rates Truly Matter to Community Stakeholders

"Our city-owned electric utility charges significantly more for power than our local competitor, FPL. But my colleagues won't explore selling it. Our electric utility is essentially a mechanism to levy a regressive tax on our resident."

Rep. Omari Hardy, Florida District 88,
Former Lake Worth Beach City
Commissioner

"We get complaints from the ordinary citizen and businesses that they're being overcharged quite a bit."
"We could duplicate what Vero Beach did."

Reggie Sessions, District 1 City Commissioner, Fort Pierce

"We're talking about options to explore and grow JEA to protect it from what would be a slow, but certain, death spiral."

Alan Howard, Former JEA Board Member

Municipals Low-Cost Provider in Each Category

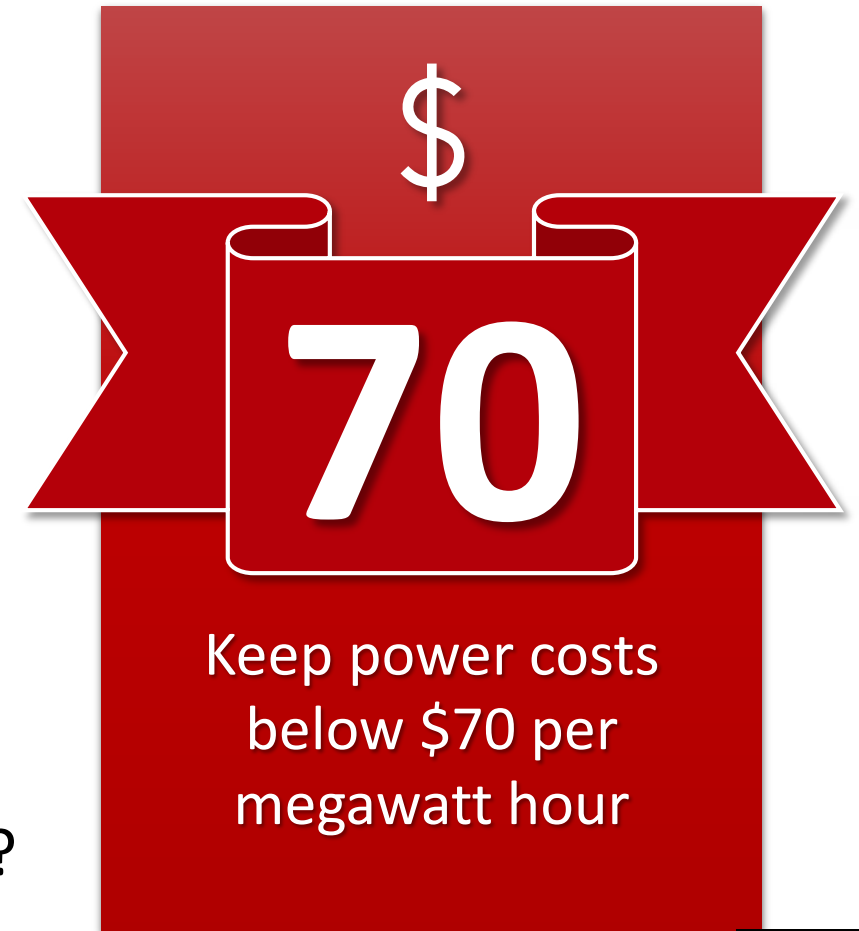
No ARP Cities Lowest Cost Provider

Rate Class 2020 YTD*	Utility
1,000 KWH	LAKELAND
1,200 KWH	LAKELAND
2,500 KWH	LAKELAND
Non-Demand 750 KWH	TALLAHASSEE
Non-Demand 1,500 KWH	TALLAHASSEE
30 KW - 6,000 KWH	LAKELAND
40 KW-10,000 KWH	LAKELAND
75 KW - 15,000 KWH	MOUNT DORA
75 KW - 30,000 KWH	MOUNT DORA
150 KW - 30,000 KWH	MOUNT DORA
150 KW - 60,000 KWH	MOUNT DORA
300 KW - 60,000 KWH	MOUNT DORA
300 KW - 120,000 KWH	MOUNT DORA
500 KW - 100,000 KWH	MOUNT DORA
500 KW - 200,000 KWH	MOUNT DORA

FMMPA Working to Continue Lowering Power Costs

What Else Can FMMPA Do to Drive Competitive Costs?

- FMMPA's costs have decreased significantly
- Some municipals have very competitive rates
- On average, municipals are lower than IOU average, but most municipals not as low as the lowest IOUs
- There is more that could be done to have all municipals rate competitive, is this a focus area?
- Besides lowering wholesale power costs, is there anything FMMPA can do to drive competitive costs?





Reliability Goal

Reliability Goal: Average Outage Duration 60 Minutes

Average Muni Reliability Good, But Some IOUs Making Strides

- Customers expect reliable power
- Competition setting a new standard
- Municipals typically excel at restoring power quickly (CAIDI)
- Some municipals perform excellent in reliability indices but performance on some indices varies widely
- Municipals could benefit from reliability best practices to enhance customer satisfaction

Distribution Reliability Indices for 2019

Best Performer in Florida Highlighted in Green

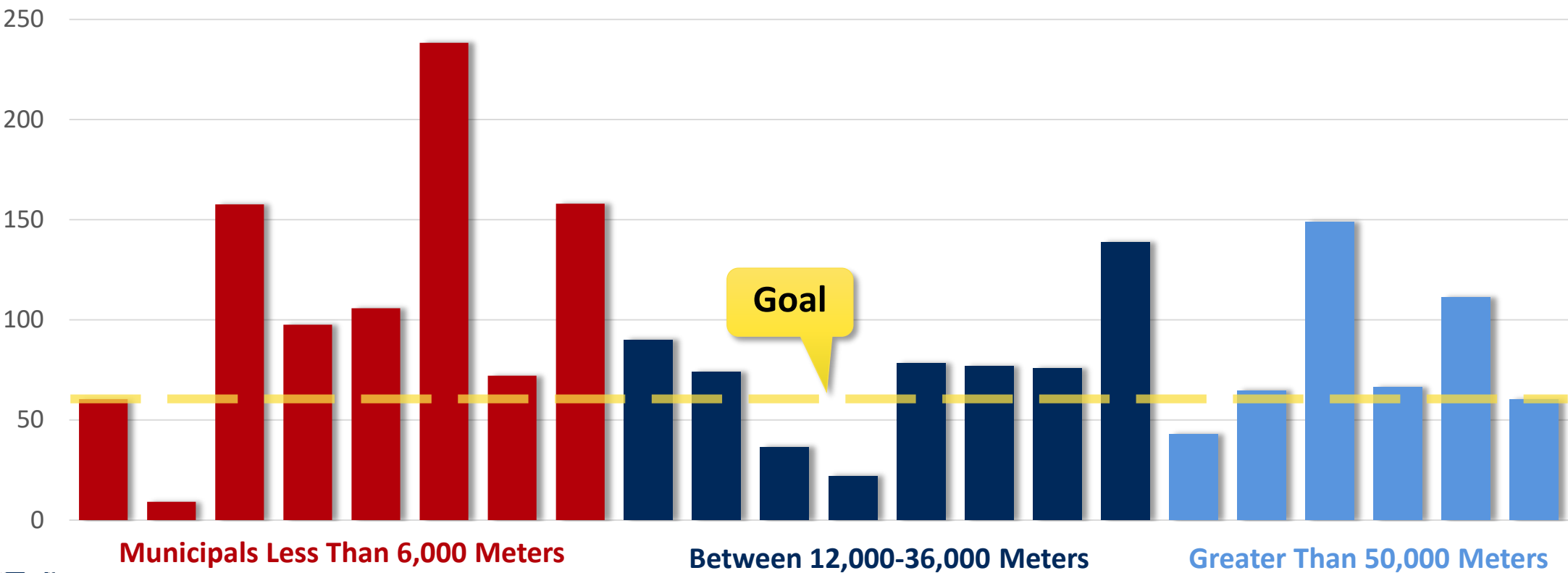
	Munis	FPL	Gulf
Duration (SAIDI)	70	49	67
Restoration (CAIDI)	60	60	69
Frequency (SAIFI)	1.16	0.82	0.97
Momentaries (MAIFle)	3.32	3.20	2.13

Municipal Reliability Performance Varies Widely

Significant Effort Needed to Meet the Goal

Average Outage Duration (SAIDI) for Municipals That Provide Data to FMPSA

In minutes for fiscal 2020



FMPA Offers Assistance with Reliability Initiatives

Recent Examples of FMPA's Growing Support to Members

Projects	Members
Substation Improvements	Starke, Clewiston, Green Cove Springs, Gainesville, Wauchula
Protection Coordination	Blountstown, New Smyrna Beach, Williston
Customized Training	Bartow, Key West, Homestead, Williston, Alachua
Lateral Reclosers	Bartow, Homestead; Additionally, through the DEED Project, Tallahassee, Havana, Key West
Mobile Substation Project	Multiple potential members
Mapping, GIS	Blountstown, Bushnell, Chattahoochee, Fort Meade, Green Cove Springs, Havana, Moore Haven, Williston
AMI	Clewiston, Newberry

FMPA Can Provide Reliability Resources in Key Areas

Leveraging Subject-Matter Experts, Joint Purchase Contracts

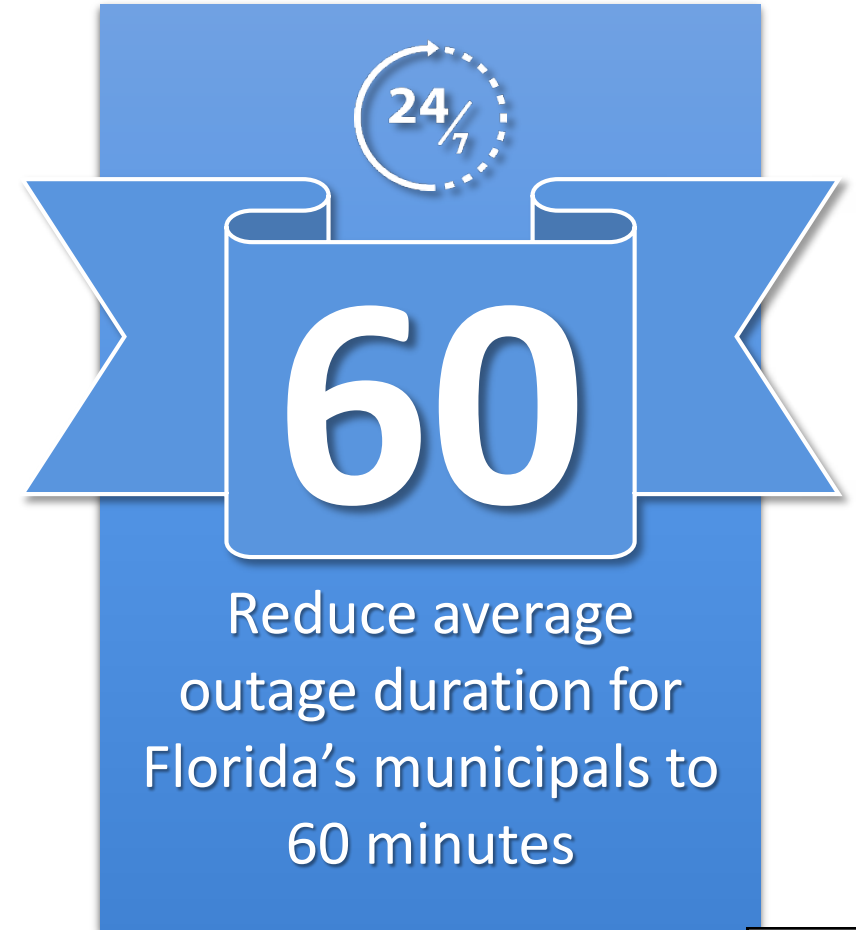
Best Practices	Available FMPA Support
Circuit Inspection	SME support, contract services for infrared inspection
Substation Maintenance	SME support, contract services available
Tree Trimming	SME support, contract services available
Fuse Coordination	SME support, Master Services Agreements
Pole Inspection & Replacement	Contract services
Targeted Hardening	Master Services Agreements, SME support
Lateral Reclosers	SME support, Master Services Agreements
SCADA, GIS, AMI	Master Services Agreements, limited SME support

SME refers to subject-matter experts available on FMPA's staff. List of [contract services](#) available from FMPA's joint procurement efforts.

As Costs Come Down, Will Reliability Be a Focus Area

Is There a Joint-Action Advantage to Expand Reliability Services

- FMPA works to supply reliable wholesale power, and retail-level reliability important, too
- Some municipals challenged for various reasons to apply best practices
- If members seek assistance to the level of the opportunity, additional FMPA resources could be necessary to support reliability efforts
- Is reliability a top strategic issue for members?
- Do members see a joint-action advantage for FMPA to expand reliability services?





Additional Retail and Member Service Opportunities

Member Service Projects Increasing in Number

More FMPA Team Members Involved in Providing Services

July 2018	<ul style="list-style-type: none"> Report to Board highlighted distribution assistance to members, noting <u>7 projects</u> for 5 cities
FY 2019	<ul style="list-style-type: none"> Logged <u>27 member projects</u> in fiscal 2019 Management Goals
FY 2020	<ul style="list-style-type: none"> Management Goals logged <u>29 new member projects</u>, <u>11 Cyber Scorecards</u>, <u>5 SAIDI reductions</u>, <u>6 solar subscriptions</u>
Jan. 2020	<ul style="list-style-type: none"> Adopted guidelines for chargeable services and have been engaged on <u>2 chargeable services</u> to date
Jan. 2021	<ul style="list-style-type: none"> Tracking approximately <u>70 member-service efforts</u>

TYPES OF SERVICES

Communications

Cybersecurity

Distribution Engineering

Distribution Reliability

Finance

Financial Planning

Human Resources

Information Technology

Legal

NERC Compliance

Retail Power Delivery

Strategic Planning

Cybersecurity and IT Require Increasing Focus

Threats Evolving and Costs Growing

- Changing risk landscape
 - Malware, ransomware, denial-of-service attacks continue to impact municipalities
 - Phishing attempts evolving and maturing
 - Cyber insurance likely to add risk profiles/requirements to offset higher costs
 - Supply chain risks and responsibilities increasing
- Be prepared with cyber incident response plan, like utilities have a storm plan
- Needed IT skills are evolving, talented resources are scarce

BY THE NUMBERS

\$3.9M Average cost of a data breach in 2020

Percentage of malware delivered via email **94%**

38% of employees fail phishing tests

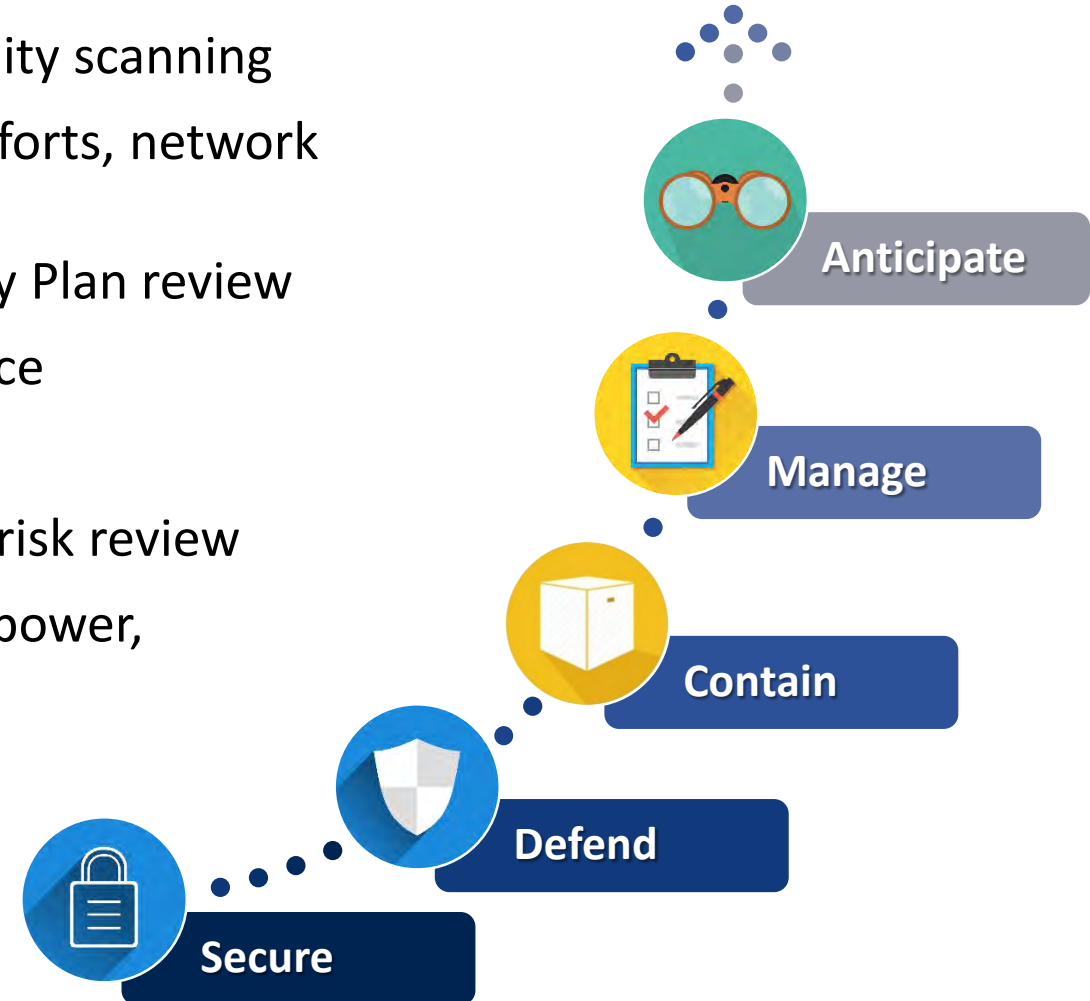
Average downtime for a ransomware event **16 days**

500% Increase in U.S. spending on cybersecurity over 10 years

FMPA Has Cybersecurity Expertise

Many Services Available to Help

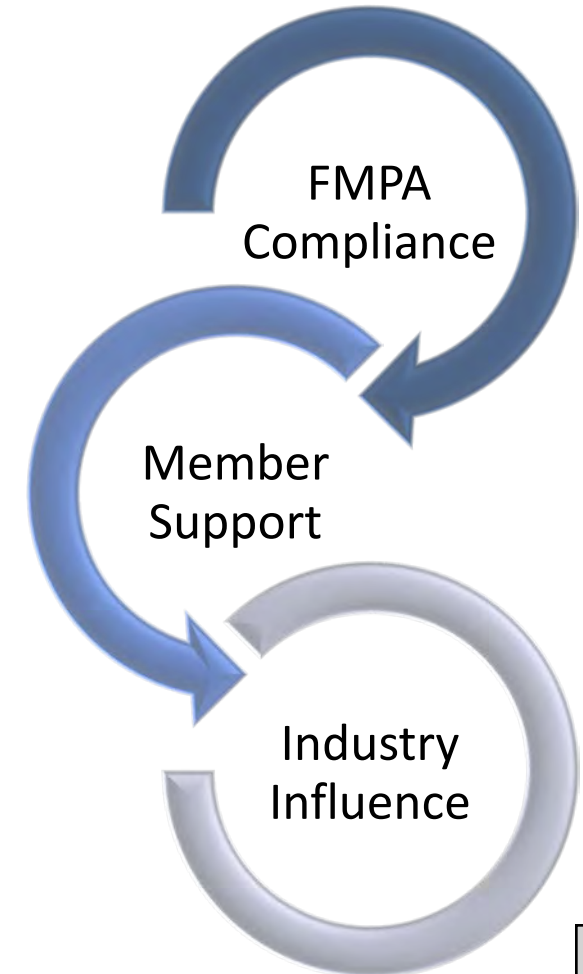
- Network assessments, inventories, vulnerability scanning
- Firewall configuration review, validation of efforts, network documentation
- Incident Response Plan and Disaster Recovery Plan review
- Conversations around Cyber Mutual Assistance
- Risk exposure from internet connections
- Systems backups and ransomware exposure/risk review
- Review of existing services offered by public power, federal grants, other sources
- Risk review of cloud services
- Member phishing program



NERC Regulatory Compliance Focus Remains a Priority

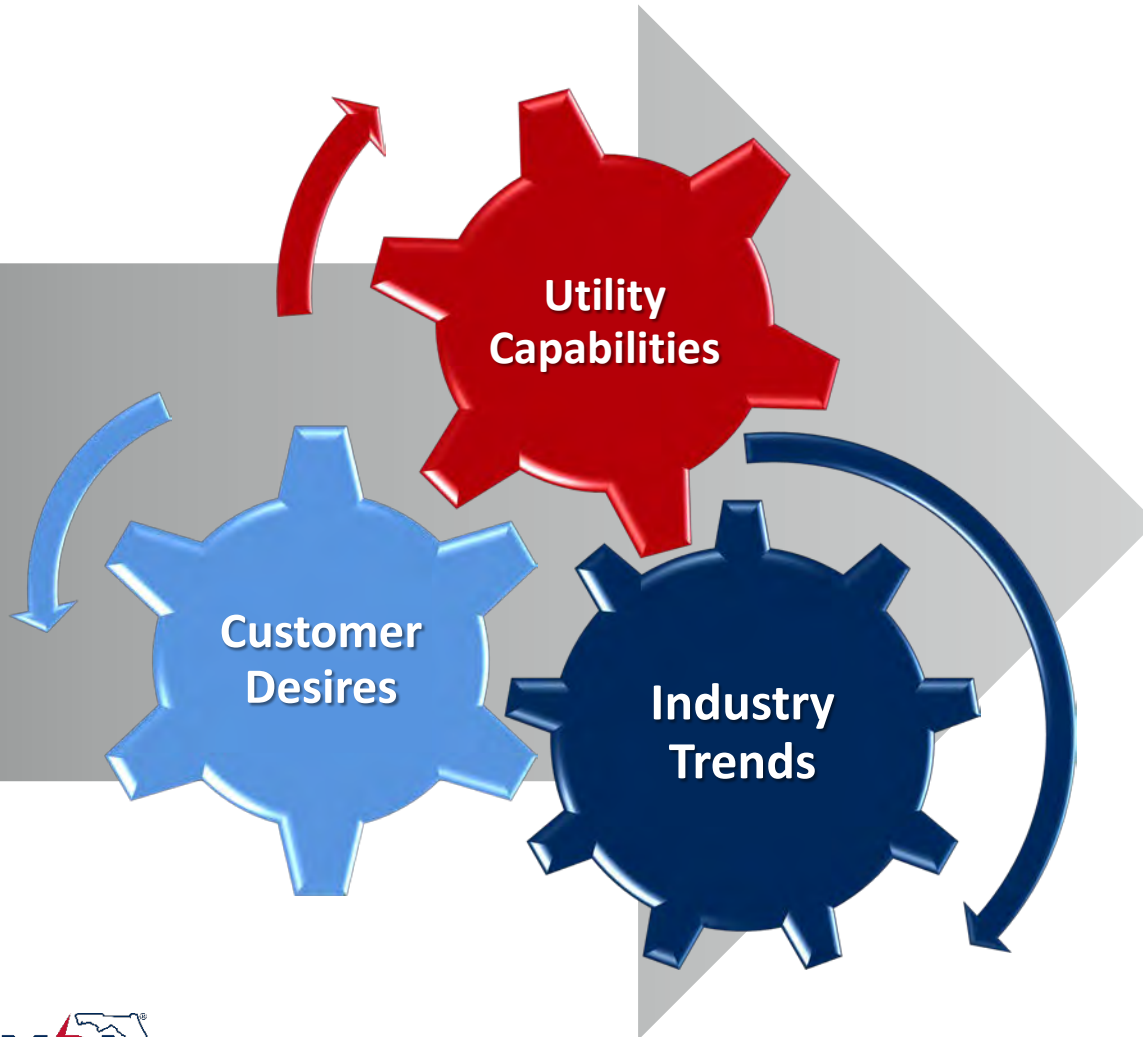
Need for Compliance Expertise and Resources Remains High

- NERC registered entities include 15 members plus FMPPA, FMPP, & JEA
- FMPPA provides NERC compliance support to members
- CY 2020 member-support activities:
 - 5 (pre-COVID) in-person Member visits
 - 2 FMPPA-led peer reviews (FPUA & Ocala) and 2 spot checks (OUC & Lakeland)
 - 20-30 participants from 13 member cities & JEA on bi-weekly compliance coordination calls
 - 40 participants from 13 member cities & JEA, NERC & SERC at FMPPA Annual Compliance Seminar (Sept. 29-30, 2020)
- NERC's 2021 strategy focus areas include:
 - Expand risk-based focus in standards, compliance monitoring, enforcement
 - Potentially add new standard requirements for numerous priority risk areas



Should FMPA Maintain/Expand Value-Added Services?

If Expansion Desired, Additional Resources May Be Required



System
Mapping

System
Plan & Design

Fuse
Coordination

Substation
Maintenance

Metering
Technologies

Rate Structure
Analysis

Cybersecurity
IT and OT

Regulatory
Compliance

Financial
Planning

Customer
Communication

Human
Resources

Legal



People Assets

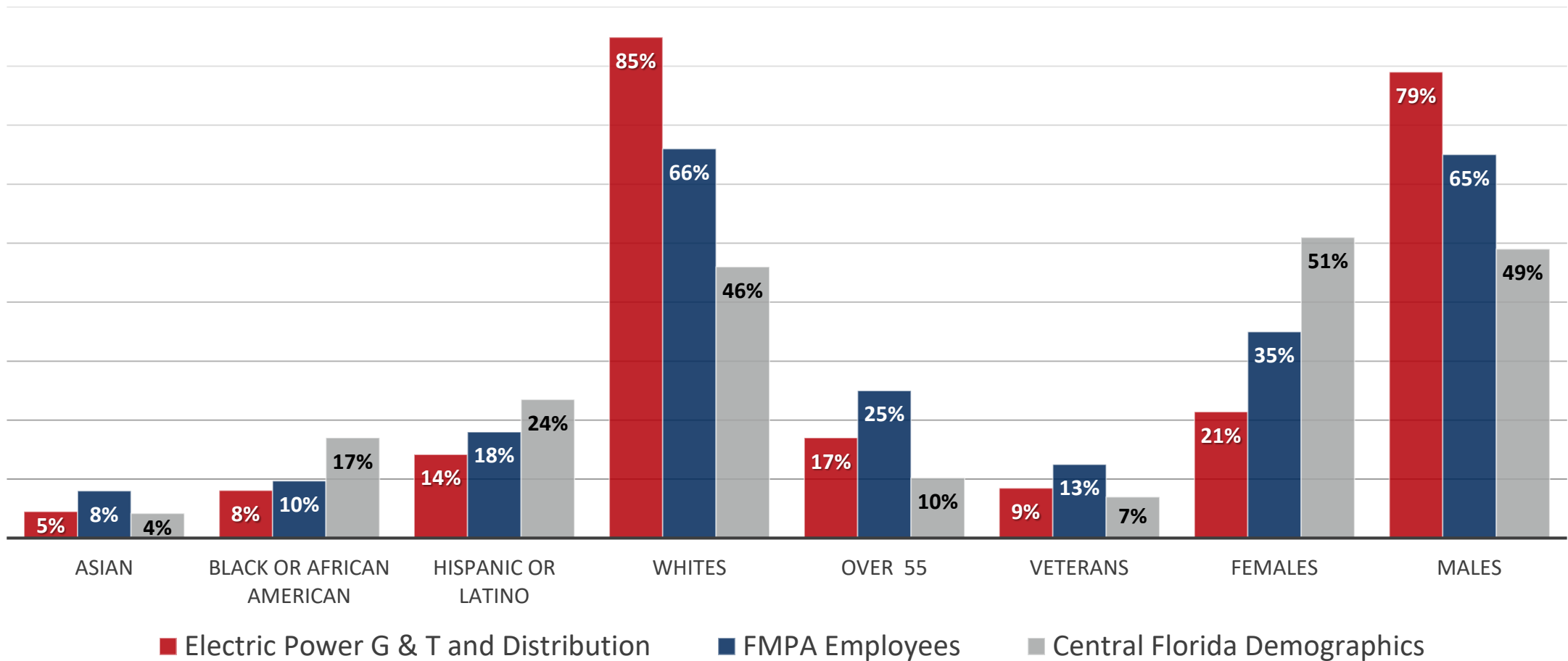
Since 2016, Reallocated Resources to Member Support

No Ability for Further Reallocation to Members and Analytics

Reallocated Resources From	Added Resources To
Risk and Audit	Member Services
Legal	Engineering Services
System Planning	Business Development & System Operations
Compliance	Financial Planning & Budgeting
	Information Technology & Operations Technology

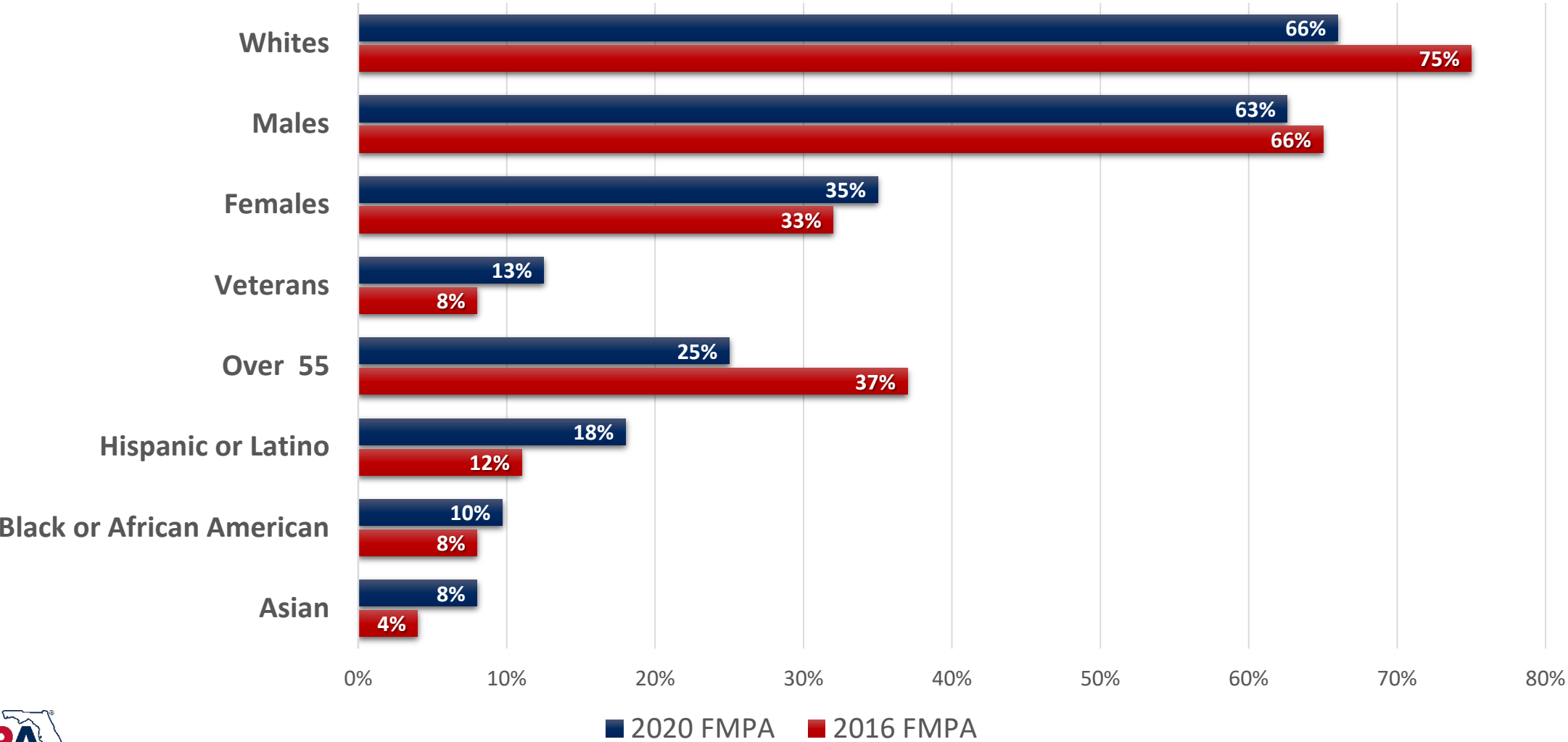
FMPA Trending with Central Florida Demographics

FMPA More Diverse Than National Electric Industry



FMPA Team Demographics 2020 Compared to 2016

Organically Shifting Toward Central Florida Demographics



FMPA Fleet Team Proven Strategic Value

Fleet Resource Sharing Helps Maintain Reliability, Lowers Costs

- Utilize all 70-plant staff at Cane Island, Treasure Coast and Stock Island plus FMPA's Generation Team among plant sites during regular operations and outages
- Projects range broadly from technical I&C type work to mechanical, construction and contractor oversight
- Over last 2 FY, 100 days of shared resources each year
- A recent project was the battery enclosure at Stock Island completely constructed by Cane Island staff for a savings of \$40k vs. next best alternative



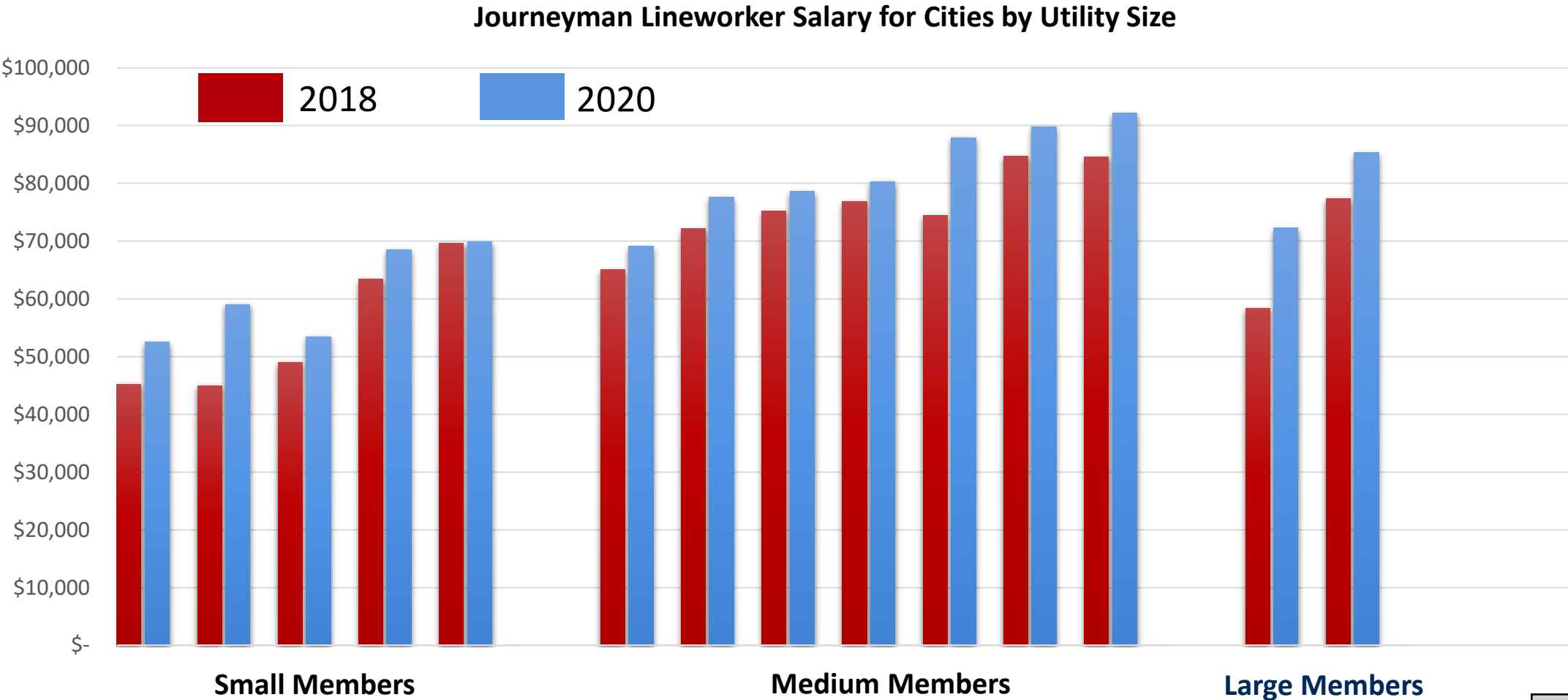
Plant Staffing Key Element to Strong Plant Reliability

Must Ensure Well Positioned for Forthcoming Retirements

- Potential for key retirements in 2-3 years
 - Plant management and FMPPA proactively filling certain roles to provide a smooth changeover
- Working with FPUA on a conversion to FMPPA staffing to ensure competitive in hiring market
 - Provides means for different base salary and benefits package
 - Overall, no additional cost to ARP
- Overall fleet is well positioned with appropriate depth of talent and resources that facilitates strong succession planning

Compensation Improving for Some Craft Employees

Salary Increases Since 2018 Providing More Competitive Pay



Summary of Talent Management

- FMPA requires more and broader expertise than before
- Increased Member Services requires more expertise
- Members are utilizing the expertise of staff more than ever before
- To continue at existing rate or expanding to meet needs, new resources may be needed in a few key areas
- Developing our top talent continues
- Acquiring diverse and experienced talent is a priority
- Fleet sharing provides great productivity and new hiring options at the plants are helping us stay competitive



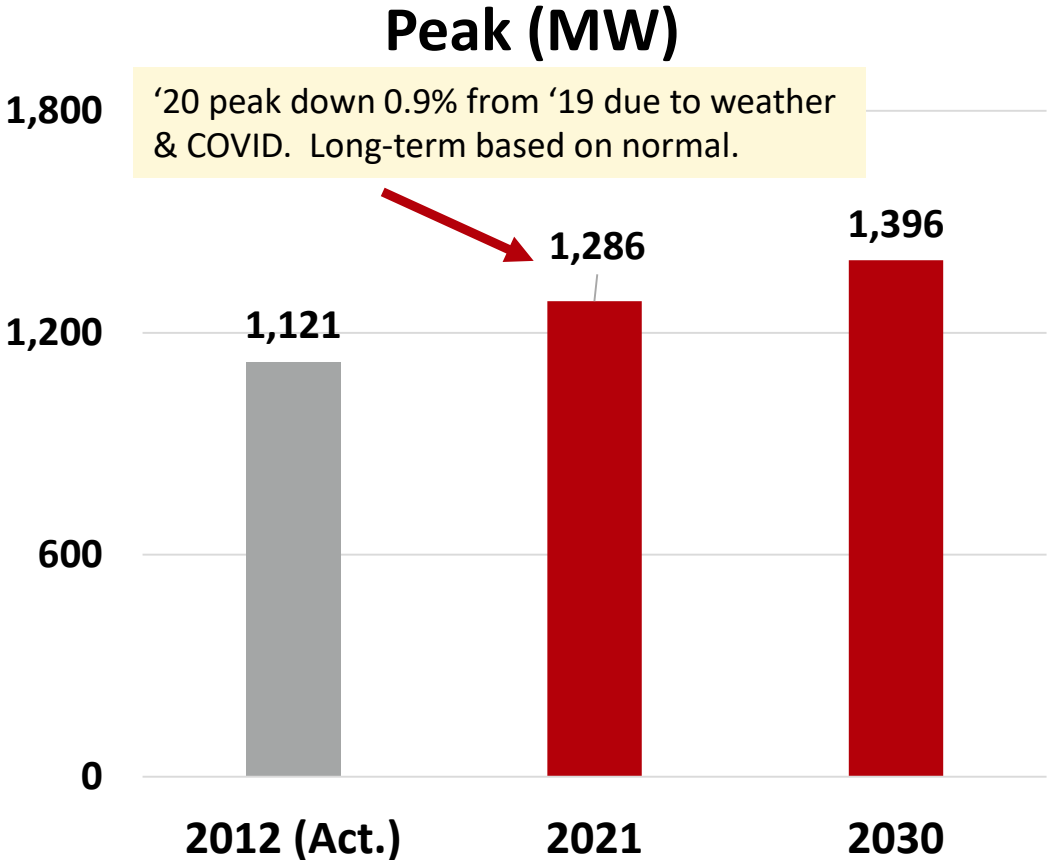
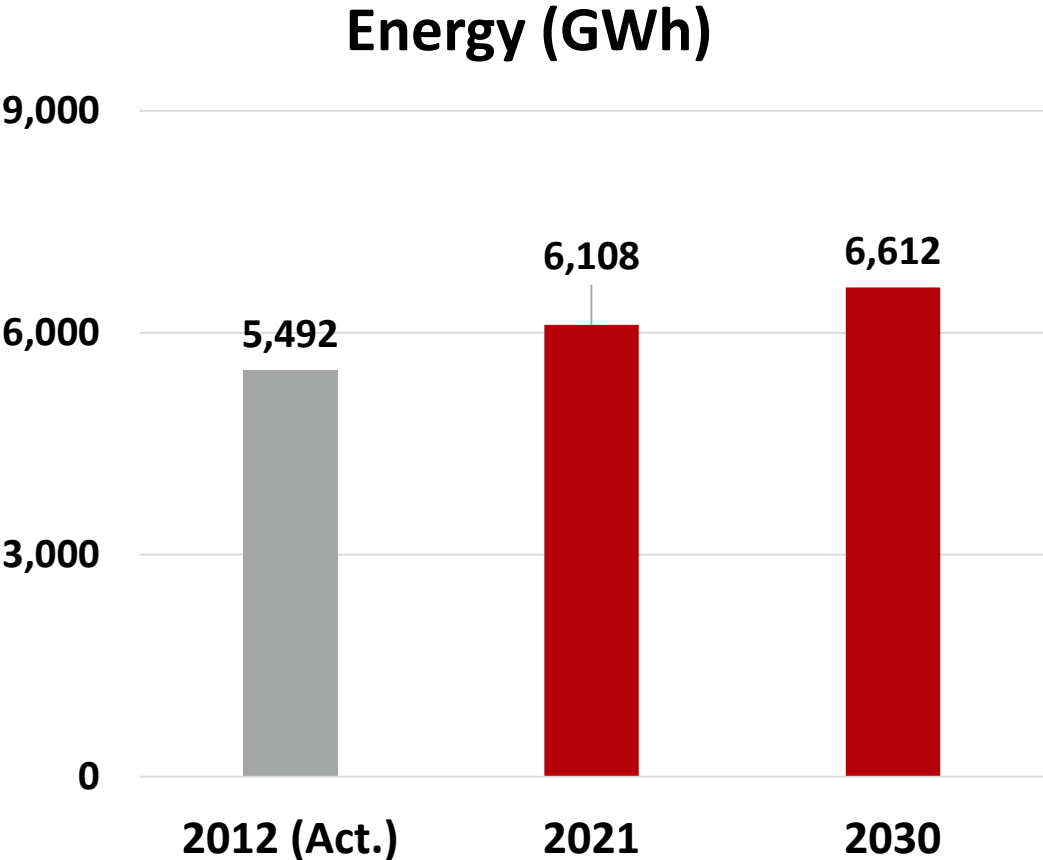
What Does the Future Hold? Ten-Year Resource Plan



Future Load Growth

ARP Energy and Peak Grow ~0.9% Per Year*

Post-Recession ('12-'20) Growth At ~1.7% Per Year



*Reflects current All Requirements Project Participants. Excludes other wholesale sales.

Some ARP Members Growing, Some Not

Load Growth Concentrated in a Few Locales

Member	Weather-Adj. ¹ ('13-'20) FY	Actual Growth ('13-'20) FY	FY 2020 Actual NEL (GWh)
Newberry	3.9%	3.5%	40.9
Kissimmee	2.1%	2.7%	1,682.2
Ocala	1.2%	1.2%	1,350.5
Bushnell ²	1.0%	1.6%	55.9
Ft. Pierce	1.0%	1.5%	588.7
Ft. Meade	1.0%	1.4%	44.8
Leesburg	0.7%	1.1%	505.5
Clewiston	0.4%	0.9%	107.3
Green Cove Springs	0.1%	0.0%	113.6
Havana	0.1%	0.1%	24.7
Jacksonville Beach	0.0%	0.2%	728.4
Keys	0.0%	0.6%	771.5
Starke	-0.3%	0.0%	68.5

Some Other Members Growing, Some Not

More Members with Positive Change

Utility	Sales Growth CY 2014-19
Alachua	2.6%
Bartow ¹	1.9%
Blountstown ¹	-1.9%
Chattahoochee	0.4%
Gainesville	1.4%
Homestead	2.0%
Jacksonville ²	1.0%
Lake Worth Beach	4.3%
Lakeland	1.4%

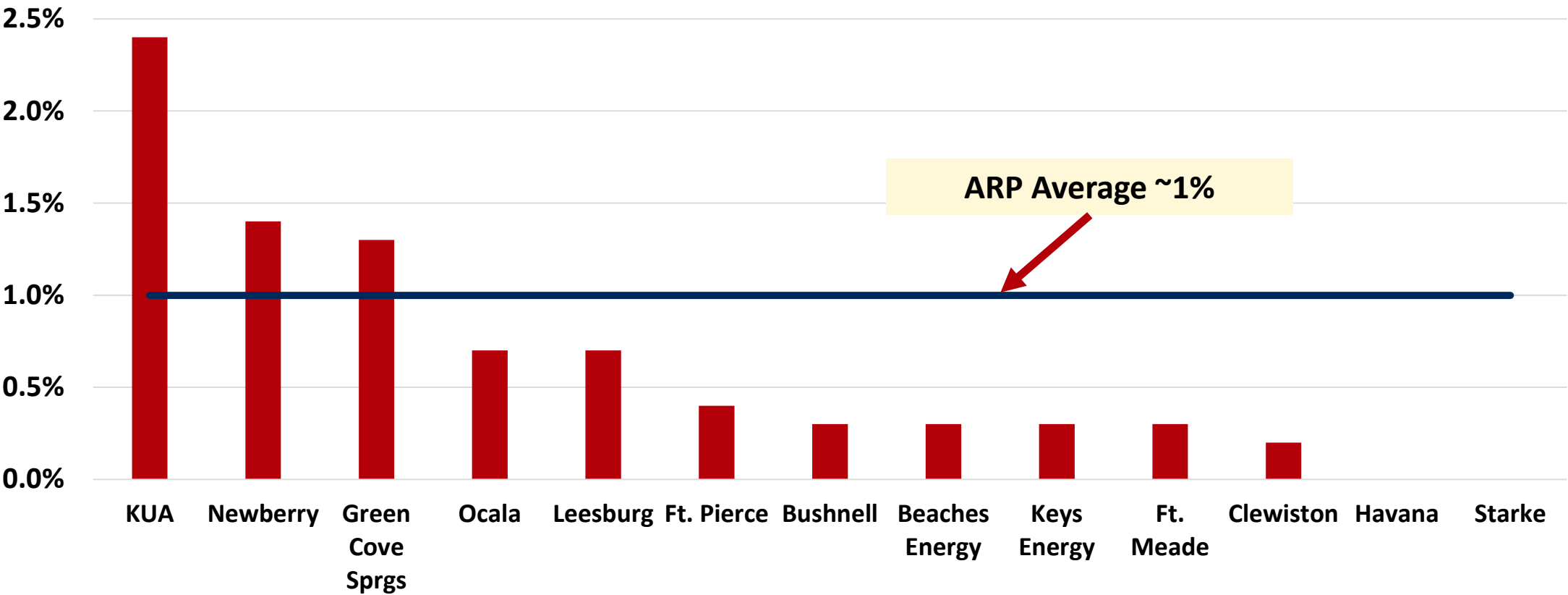
Utility	Sales Growth CY 2014-19
Moore Haven	5.0%
Mount Dora ¹	0.8%
New Smyrna Beach	1.8%
Orlando	1.9%
Quincy ¹	-1.2%
Tallahassee	0.6%
Wauchula ¹	0.8%
Williston	1.9%
Winter Park ¹	-0.5%

Seminole grew (w/o Lee) at 2.2%, Duke Energy Florida grew at 0.9% and FPL without Gulf grew at 1.4%.

Residential Customer Growth Primary Driver

Consistent with Prior Several Years of Forecasts, ARP Avg. ~1%

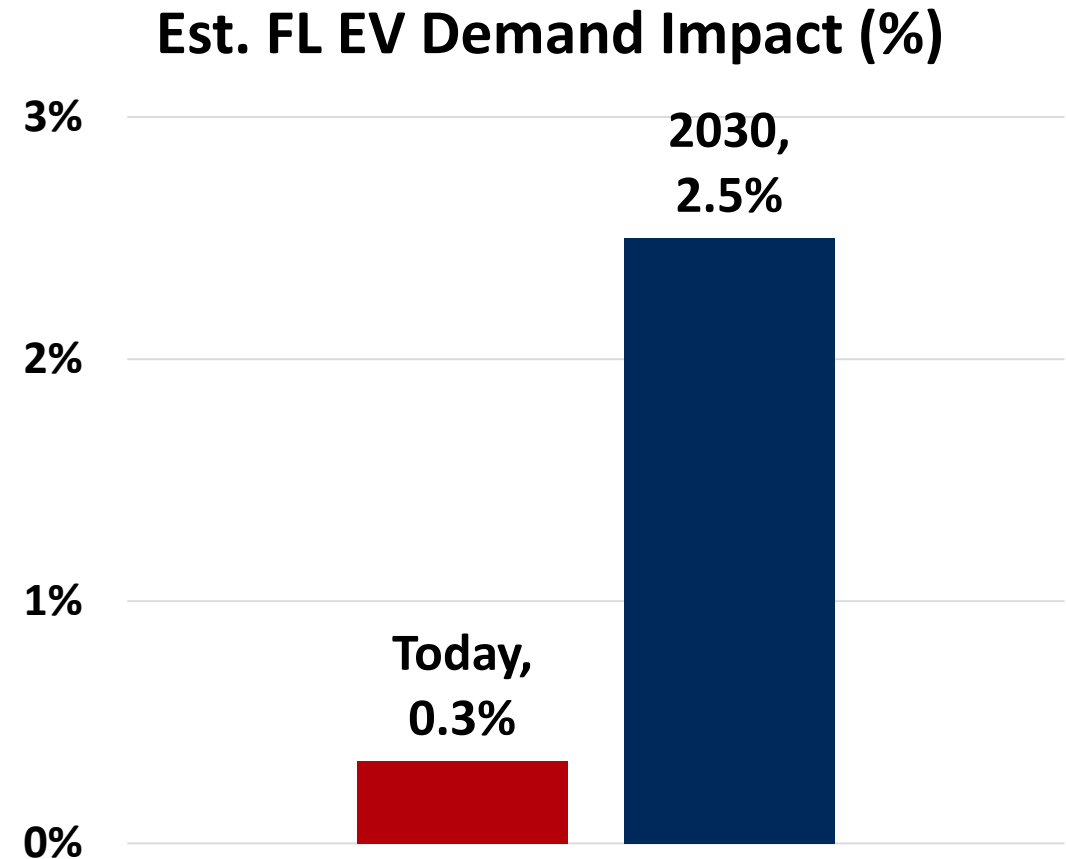
Projected Growth in Residential Customers Over Next 10 Years (%)



EVs Could Increase Load ~2.5% by 2030

Members Can Engage in Various EV Integration Strategies

- ~60k-70k light duty EVs today, could grow to increase FL peak 2.5% by 2030 (versus case with no assumed impact)
- Affluent suburban/urban first, rural later
- Member strategies could include:
 - Charging station development & investment
 - Joint bidding for infrastructure needs
 - Charging station pricing
 - Feeder studies to determine pain points with higher penetration levels
 - Regional market potential studies



Distributed Resources Could Offset Energy ~2% by '30

Various Strategies Exist for Roof-top Solar Interactions

- Current forecast assumes ~2% energy offset from roof-top solar by 2030
- Net peak hour impacts lower, some Members have little to no roof-top
- Potential member involvement for roof-top solar:
 - Proper interconnection requirements
 - Understanding distribution access costs
 - Value of solar sold back to grid
 - Distribution system model integration
- Members provide installation services?



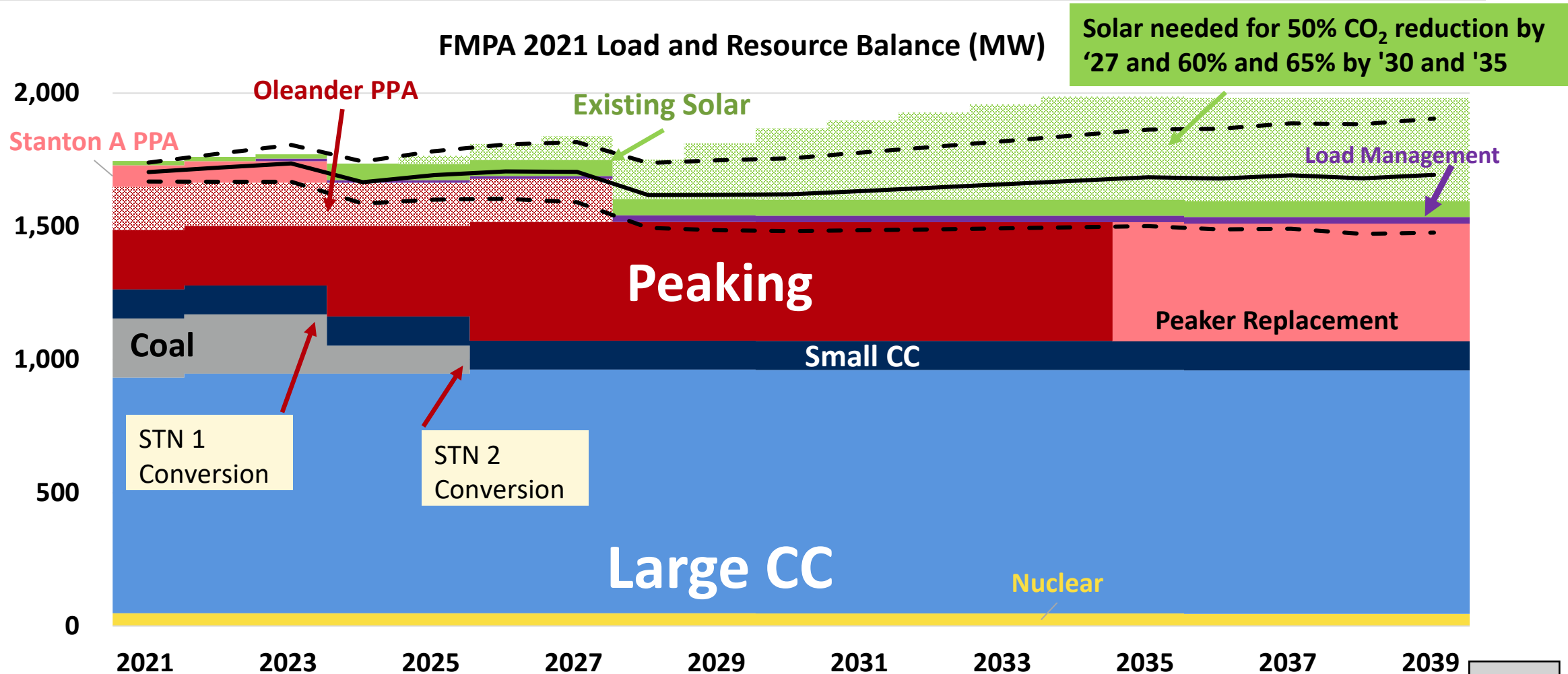
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Supply and Demand Balance

ARP Has No Capacity Needs Until 2028

Capacity Needs of ~40-120 MW Thereafter



Capacity and Emissions Milestones

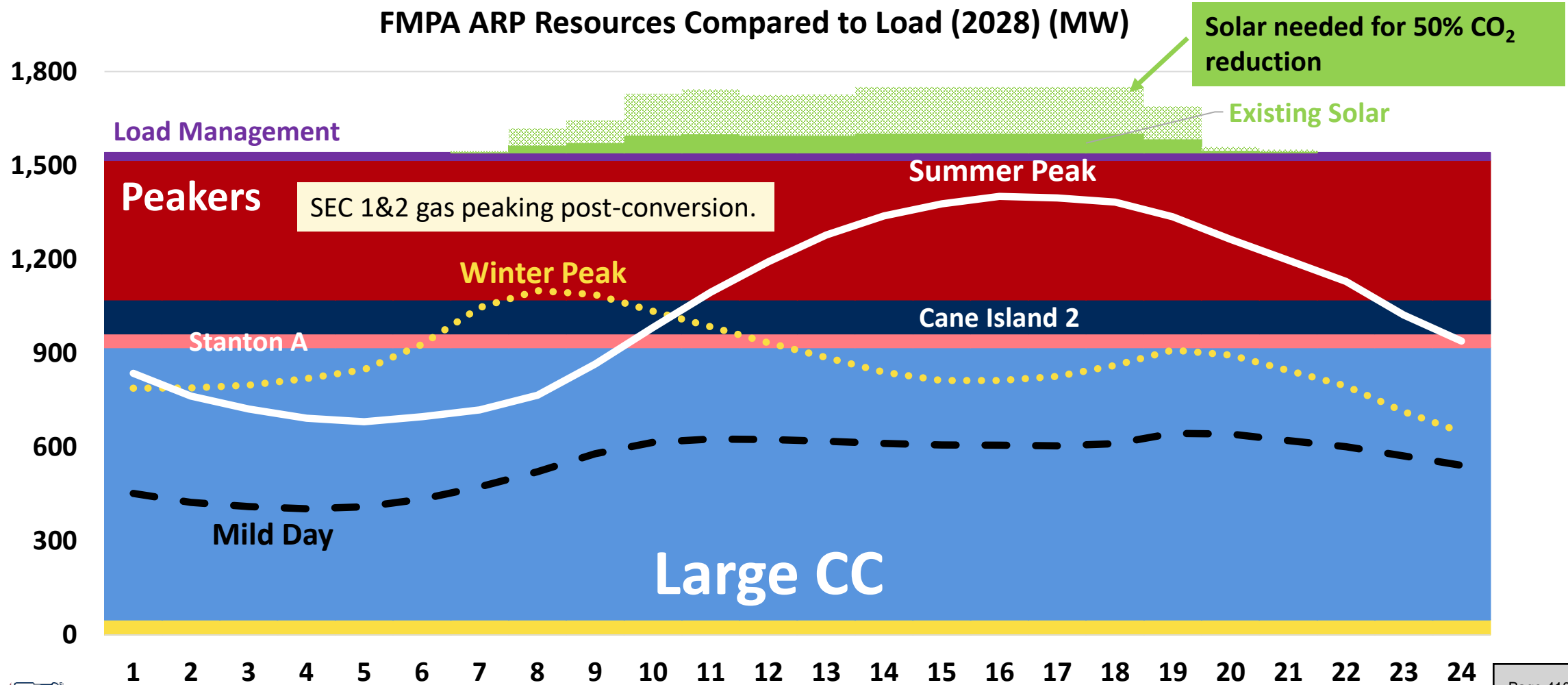
Capacity Mix Changes Along with Expiration of External Sales

CO₂ reduction goals may be set, but not without an impact on costs.

Milestones	Year
Stanton A PPA Goes Away	After 2023
Load Management Initiatives in Some Form	2023
SEC 1 Conversion to Gas	2024
SEC 2 Conversion to Gas	2026
External Wholesale Sales End (e.g. Winter Park, Williston)	2027
50% CO ₂ Reduction with End of Coal Generation and Add 200 MW Solar	2027
Peakers Reach End of Life	2035 or sooner
Solar Capacity Increases to Increase Emission Reductions?	2035 or sooner

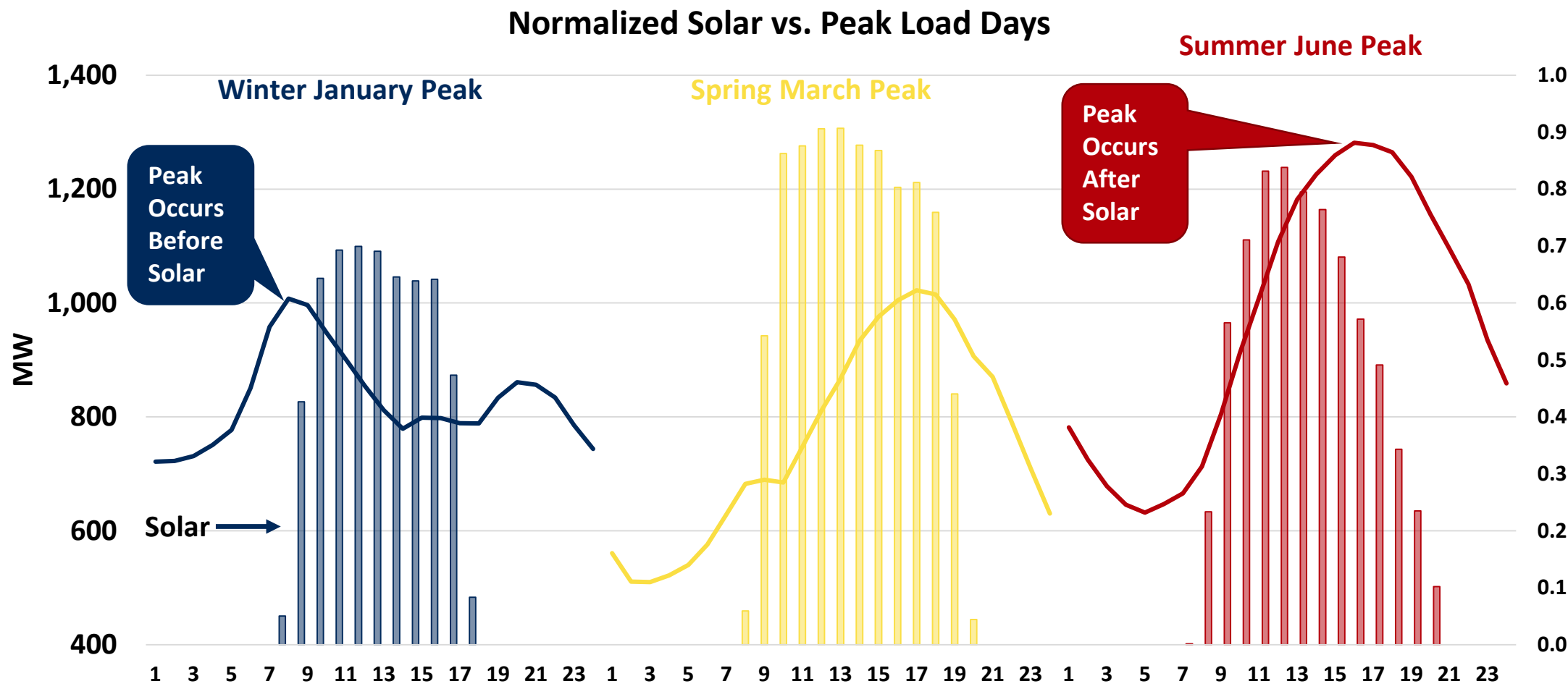
ARP Baseload Supply Adequate

Load Management and Seasonal Purchases for Future Needs



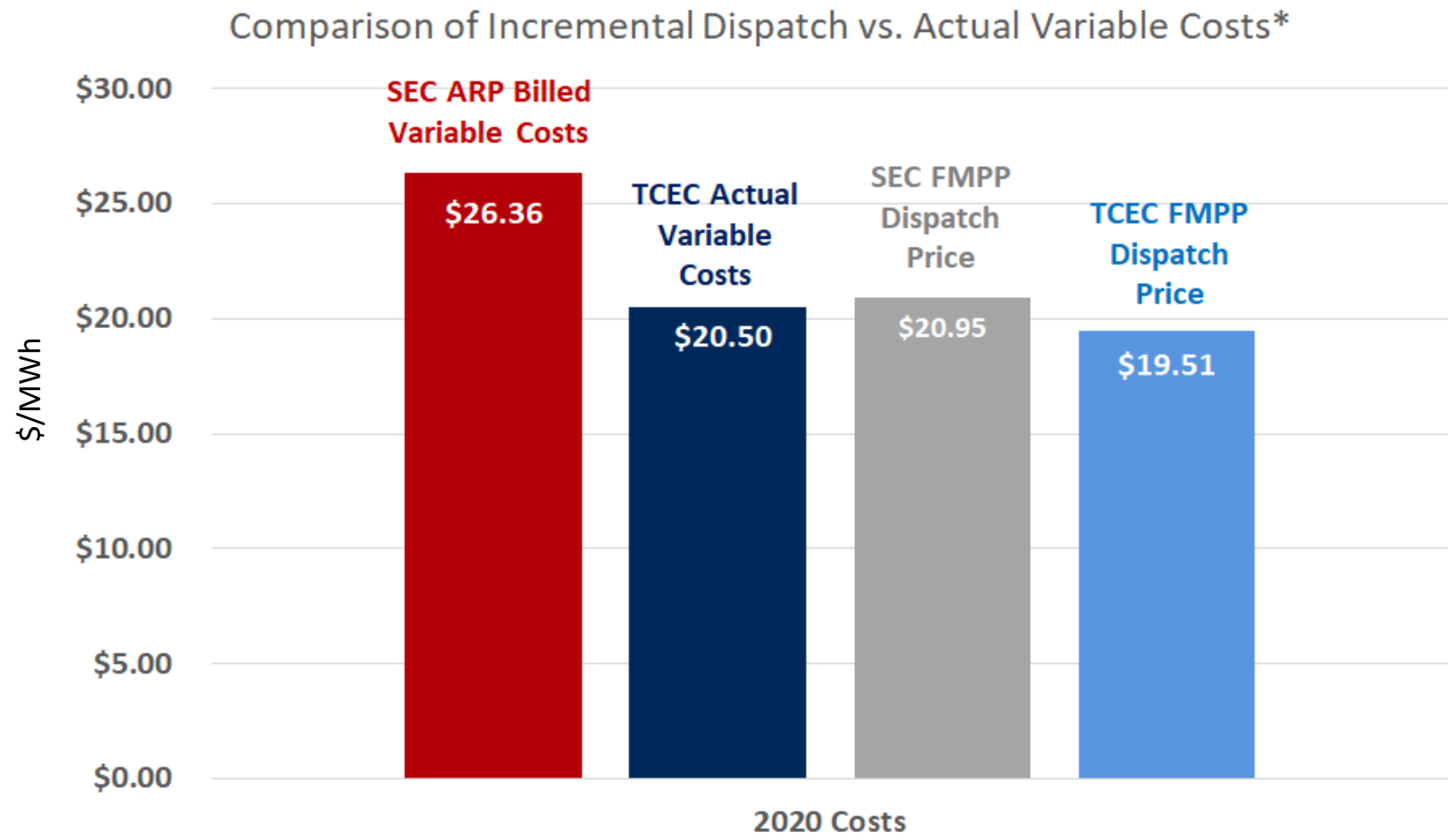
Solar Does Not Always Cover the Peak

Peaking Generation Needs Must Be Carefully Evaluated



Stanton Displaces Lower Cost Gas Based Energy

Actual TCEC and Cane 3 & 4 Cost Much Lower Than Stanton



* Actual variable costs include fuel, emission additives, & certain O&M categories.

FMPP Can Add Value & Accommodate Goals

Improve Daily Operations, Expand Footprint and Reduce Cost

- Rule or structural changes that allow FMPP to evolve with members while reducing costs
 - Fair marginal pricing that incents both pool buyer and seller – creates value for all
 - Appropriate valuation of spinning reserve and fast start capable assets
 - Expansion to reduce solar intermittency risk and optimize dispatch
- FMPP daily operation improvements to reduce costs
 - Measurement of the things that matter
 - Opportunities for 24/7 marketing & position optimization
 - Better load forecast tools especially with added solar
 - Add resources to better plan for and manage intermittent solar as it grows dramatically
 - Appropriate operation controls to not overpay for balancing

Keys Storage Mitigates Unique Transmission Limitation

Opportunities Being Evaluated to Determine Feasibility by Fall 2021

- Storage could avoid transmission transfer limit increase and capex
- Keys Coop/Keys Energy transmission limit could require material generation runs as soon as summer 2024 with expected load growth
- Batteries can augment on-island generation for resolving loss of tie line
- Specific storm hardening needed for salt, wind and storm surge
- Specific opportunities are currently being investigated
- Secondary opportunity to avoid capacity costs if an older asset (1960s vintage) experiences end-of-life event

Key Decisions Within Ten Year Planning Horizon

Market Alternatives Will be Explored

Decision	Implication	Alternative(s)
Stanton 1 and 2 Cost and Emissions reduction timing	Timing impacts cost reduction and emissions goals, sooner is better, operate as peaker or more seasonally, near term dispatch appropriately	Market capacity, unit upgrades, more solar
Load Management	Alternative to self-build or market capacity	Market capacity if market capacity is cheaper
Additional solar resources	Emission reduction, additional energy to support customer desire and/or meeting additional emission targets	Stay with lower cost and higher emitting fleet post 2027
Battery storage opportunity at Keys or at other locations	Reduced long-term cost, low-cost energy used to defer transmission cost; potential ancillary value from solar	Defer if capital cost and O&M cost not lower than status quo
Pool Expansion and rule changes to reflect complete value of generation	Solar growth for FMPP participants will drive the need for market products and potentially larger base to mitigate intermittent solar generation	Less effective dispatch and higher costs for existing pool participants
Cane 1 Overhaul	12 MWs of increased capability per unit at low cost	Alternative resource(s) evaluated based on cost via Asset Management program

Rates Competitive But Must Improve

ARP Projected Ten-Year Rates Gas-Price Driven

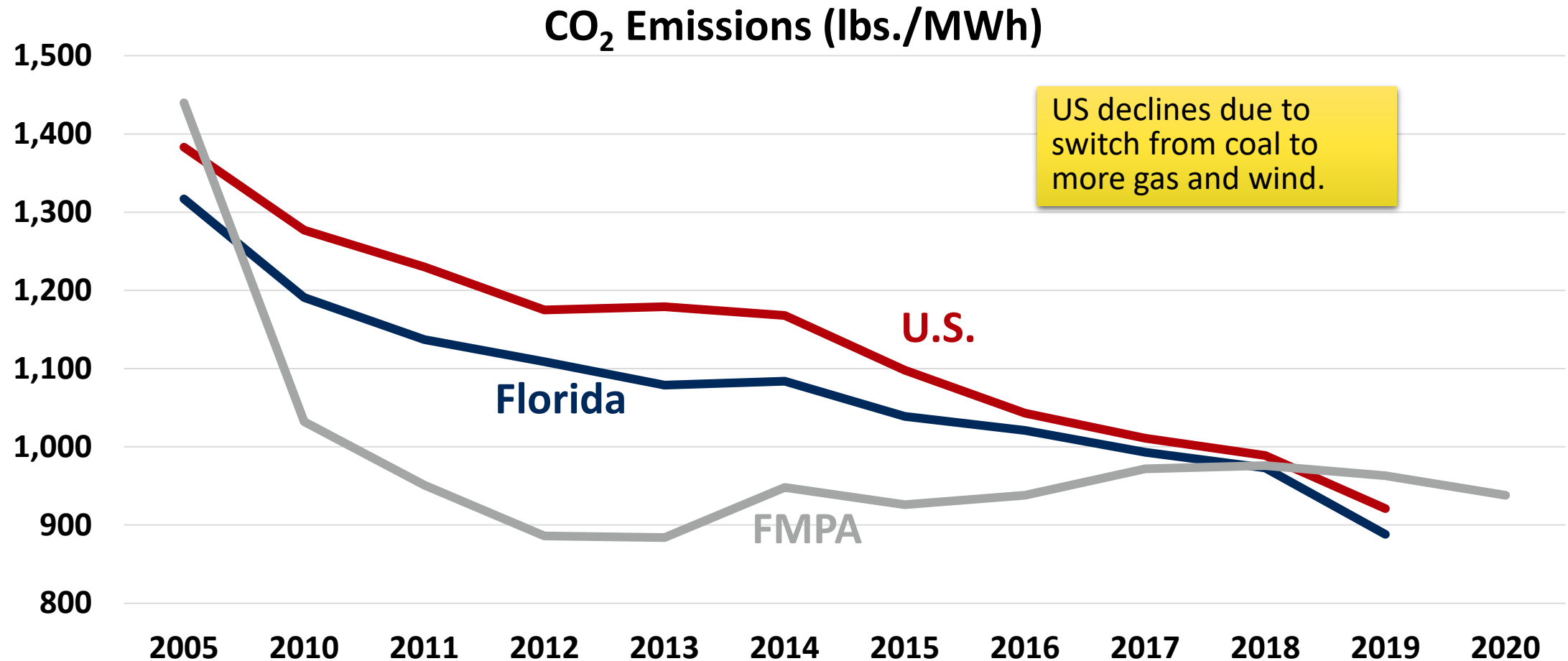
- Rates are driven by natural gas prices, which are in the ~\$2.50 to \$4/MMBtu range
- ARP has no need for significant new capacity until 2028
 - Stanton coal to natural gas conversions push capacity needs further into the future
 - Capacity needs are seasonal and involve comparison of market alternatives, load management, unit upgrades and possible solar expansion
 - Peaking resource replacement possible within ten-year window, but can be displaced by additional solar if desired with careful evaluation of operational reserve need
 - Batteries possible solution to transmission limits for Key West by 2024
- With ~200 MW additional solar, can achieve 50% emission reduction from 2005 levels by 2027
- Key decision for ten-year period includes trade-off between additional solar to achieve further emissions reductions and increased cost of higher targets



Environmental Responsibility

Power Sector CO₂ Declined ~33% Over Last 15 Years

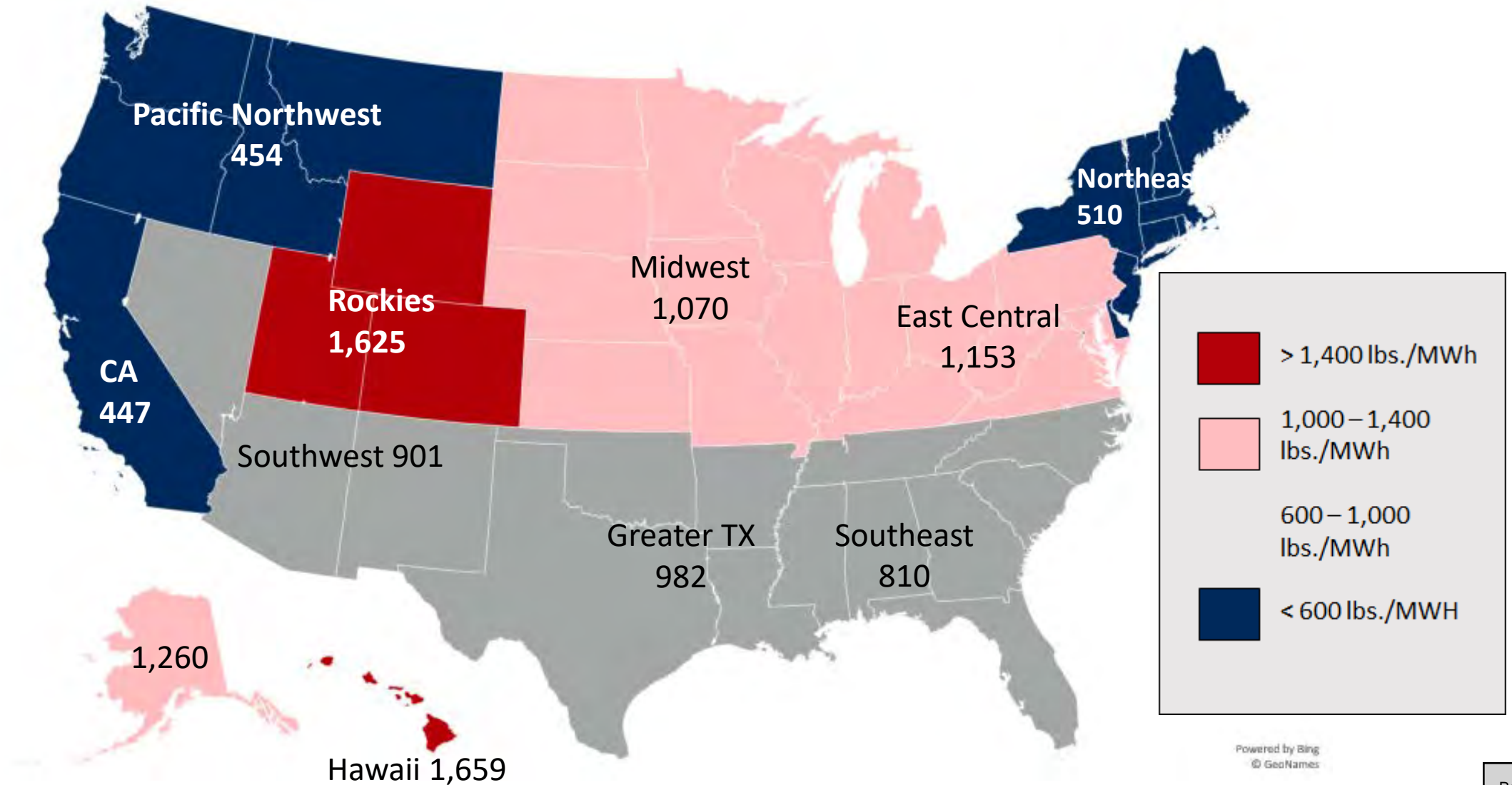
FL/FMPA CO₂ Emissions Declined by Switching from Coal/Oil to Gas



U.S. Regional Electric Generation Emissions (lbs./MWh)

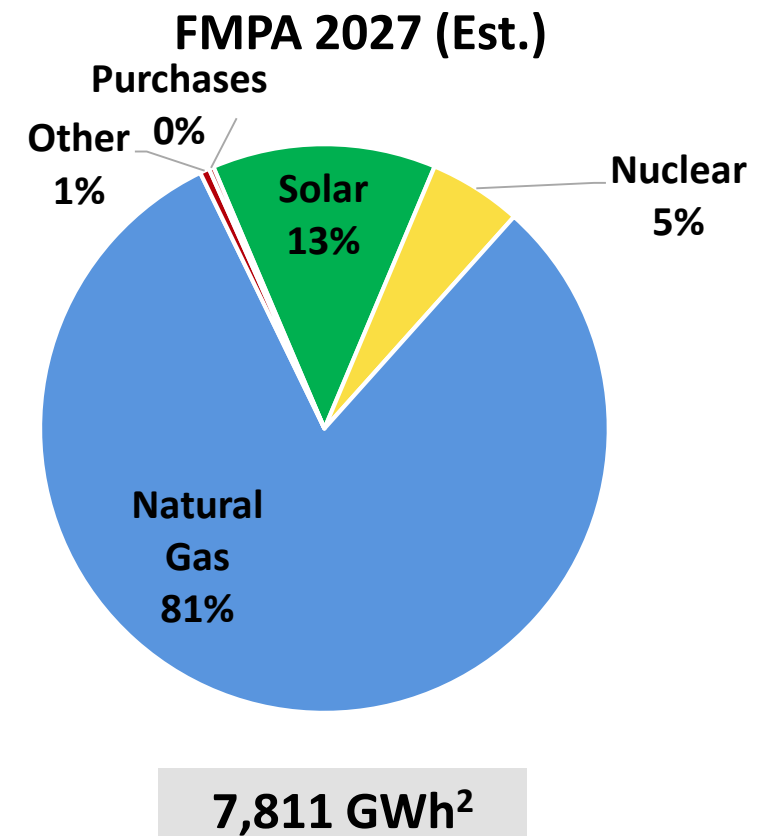
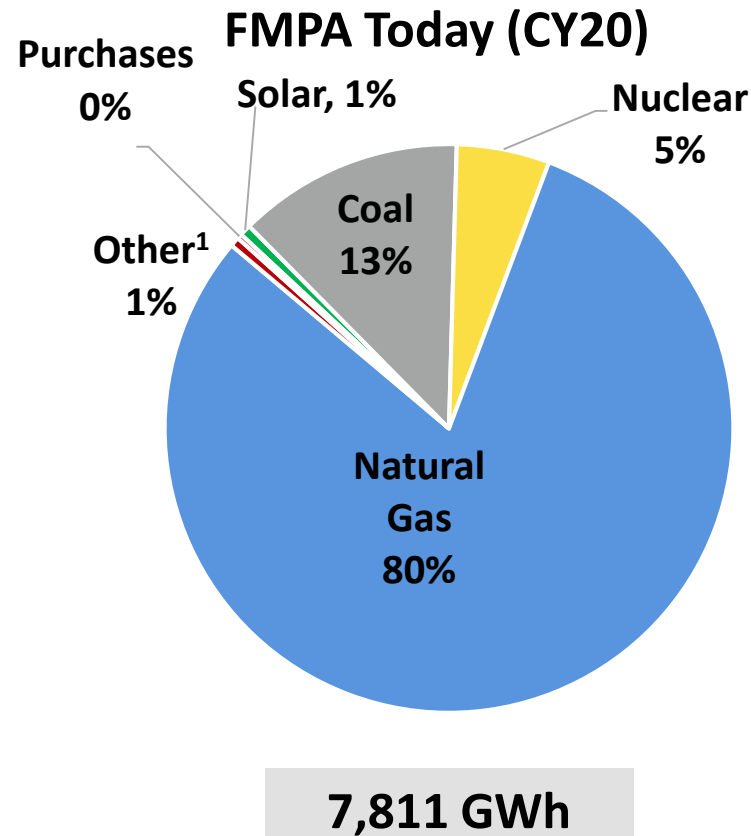
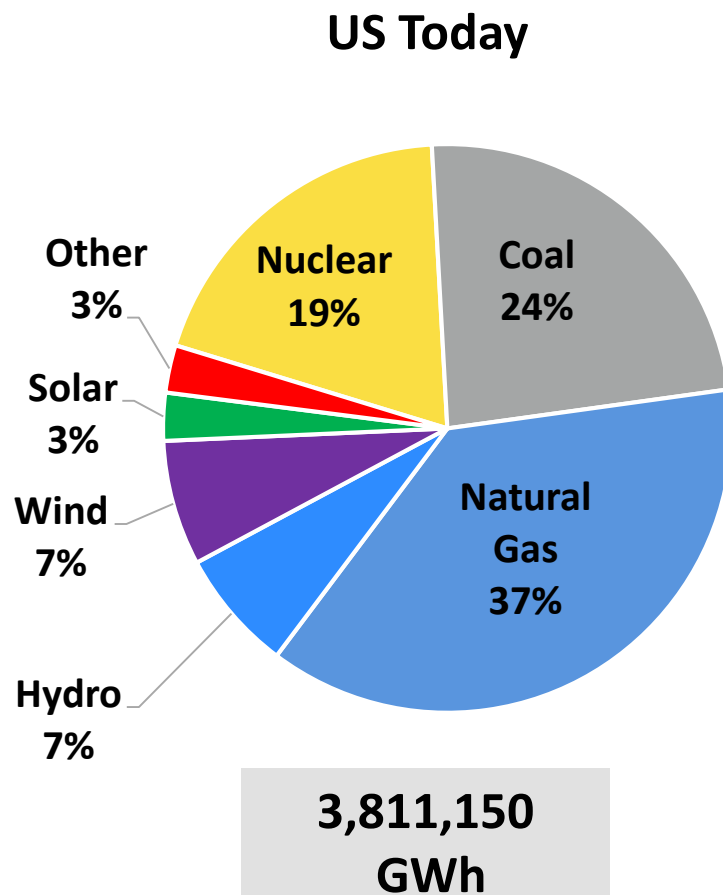
Emissions Driven in Part by Access to Natural Resources

Item #17.



U.S. Energy from ~30% CO₂ Free, 24% Coal Remaining

FMPA Growing to 18% CO₂ Free by 2027, No Coal/More Gas

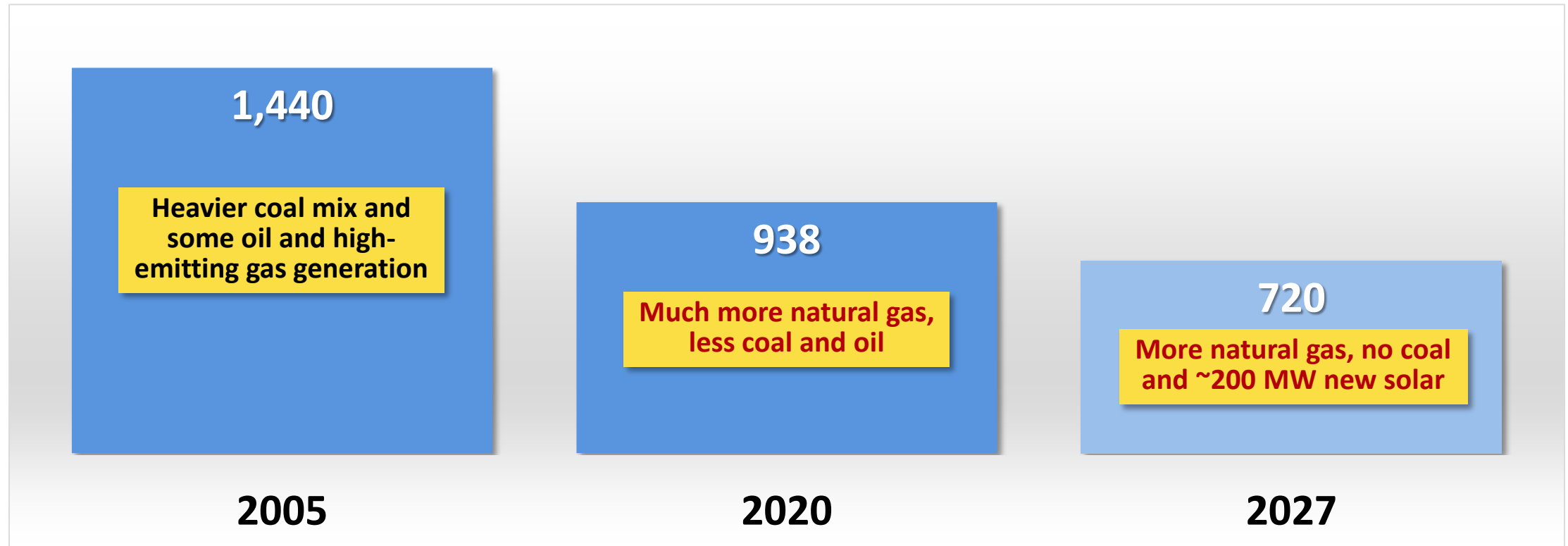


FMPA CO₂ Projected to Decline Significantly by 2027*

50% Decline from 2005 to 2027: More Gas and Solar, No Coal

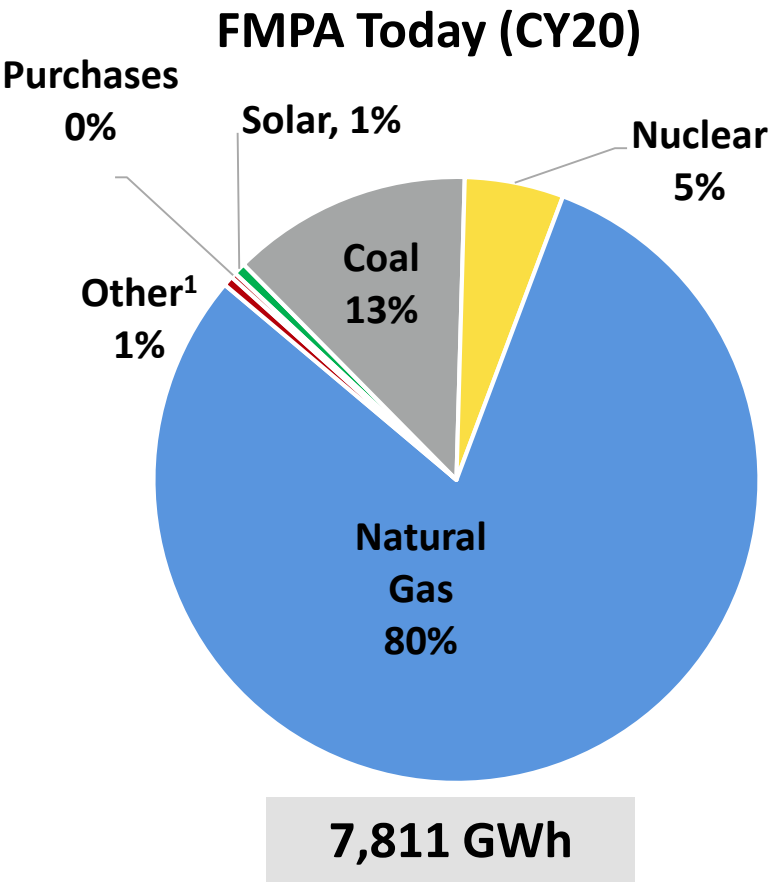
CO₂ Emissions for FMPA's All-Requirements Project Generation

Pounds per Megawatt hour, historic and projected

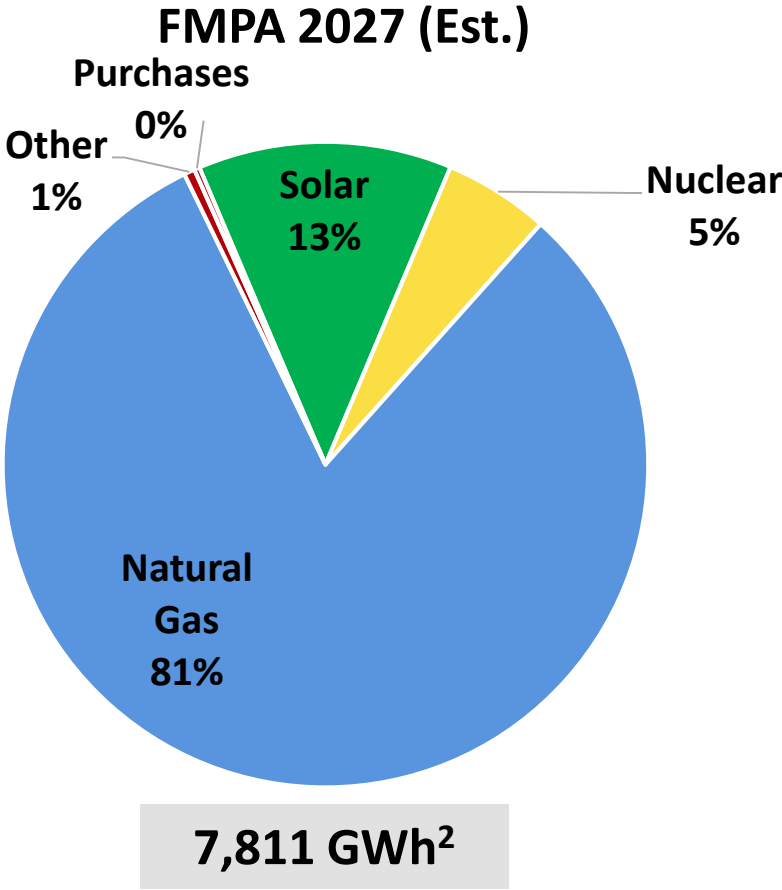


FMPA Generation Mix Moves Toward Gas and Solar

Targeting 50% CO₂ Reduction vs. 2005 Levels by 2027



Year / CO ₂ Reduction	Addl. Solar (MW) ³	Gas Energy (%/Total)
2027 (50%)	209	81%
2030 (60%)	685	65%
2035 (65%)	951	56%
2035 (70%)	1,199	48%



1 – Includes US Sugar, residual and distillate fuel oil.

2 – Assumes same level of generation.

3 – Additional solar reflects capacity needed over and above already planned solar at a 30% capacity factor.

Increasing CO₂ Reductions Comes at a Cost

Power Costs Increases Could Range from Inflationary to 250%

50%

CO₂ Reductions

**Inflationary
cost increases**

expected through
2027 while
achieving 50% CO₂
reduction from
2005 levels

70%

CO₂ Reductions

**20%
cost increases**

using natural gas
generation for
reliability and
peaking, solar
power increases,
some additional
battery storage

97%

CO₂ Reductions

**75%
cost increases**

with significant
solar power plus
battery backup
with natural gas
only available for
emergency use

100%

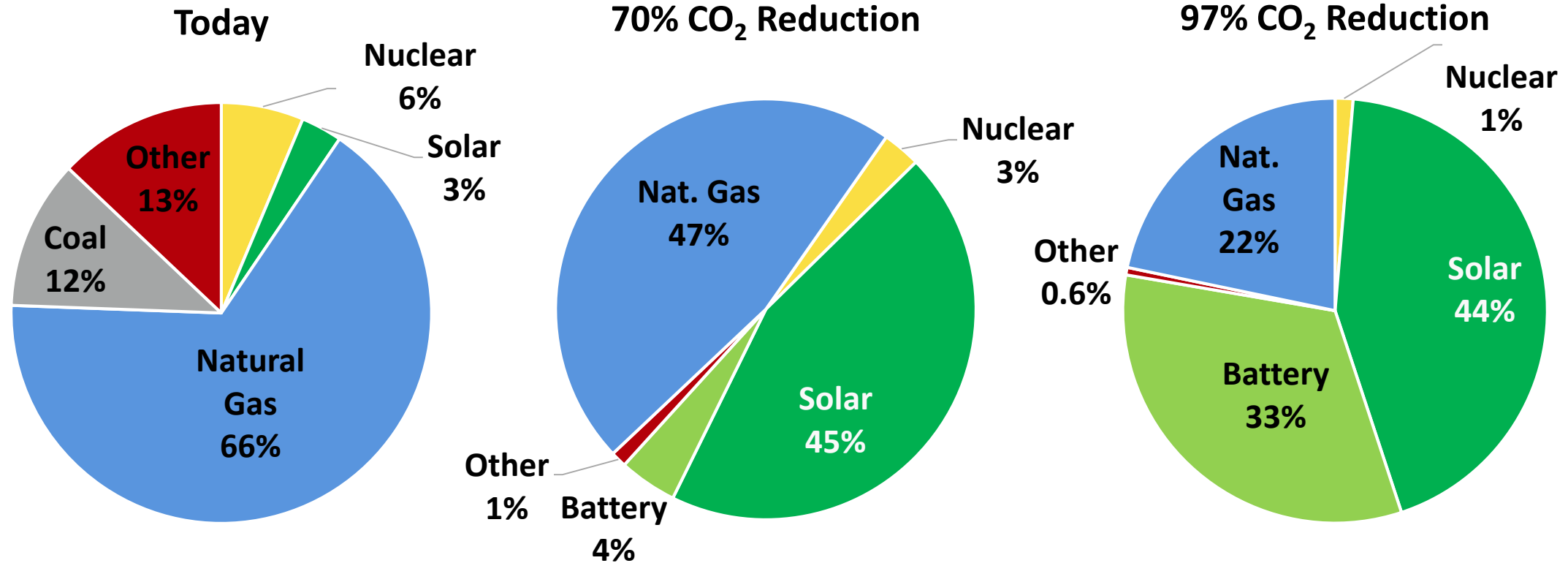
CO₂ Reductions

**250%
cost increases**

with significant
amounts of new
solar plus dramatic
increase in battery
capacity to provide
days of reserves for
cloudy periods

FL Has Significant CO₂ Reduction via Solar Adds by '35

Natural Gas Back-up Remains with Various Levels of Batteries Increases



57,194 MW

123,247 MW

265,112 MW

We Have a Lot to Feel Good About on Environment

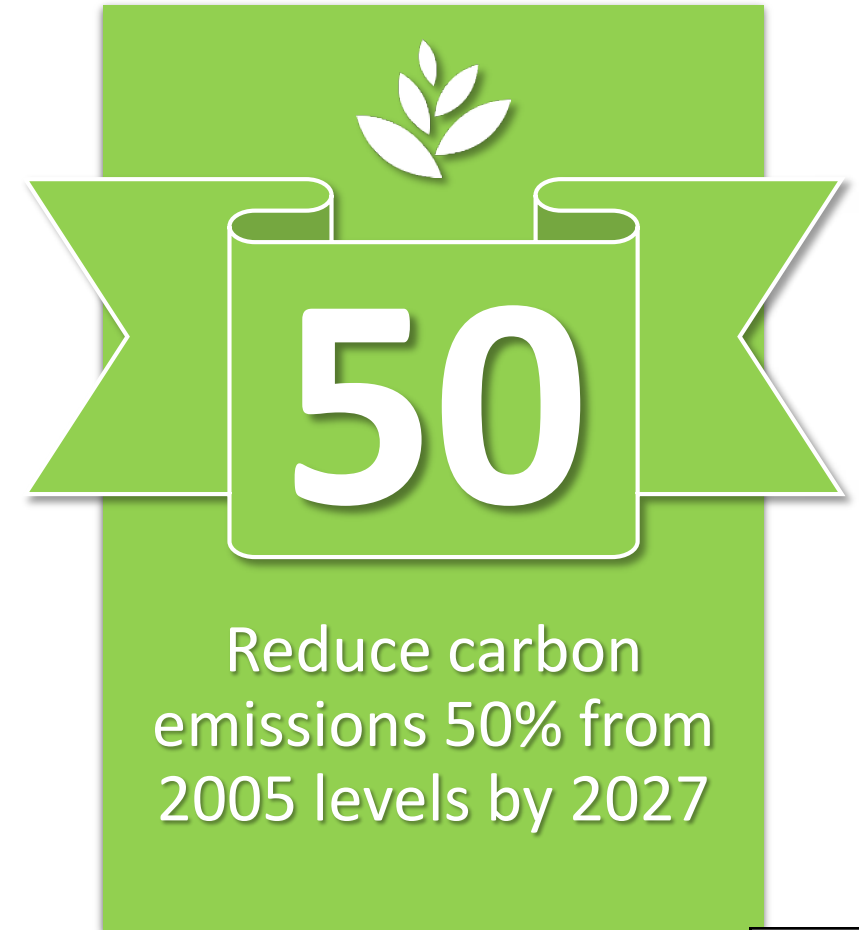
ARP on Track for 50% CO₂ Reduction by 2027

- FMPA and Florida emissions down significantly since 2005
- Biggest near-term opportunity to reduce emissions is Stanton 1 & 2 coal to gas conversion set for no later than 2025 and 2027
 - Earlier conversions would be better economically and environmentally
 - Eliminating must run to boil off water at Stanton priority for costs and emissions
- FMPA on track for 50% reduction in emissions vs. 2005 by 2027 with ~200 MW of additional solar beyond Phase 2
- Further CO₂ reductions require careful balance between performance and cost with reaching 70% reduction by 2035 requiring ~1,000 MW more solar

More CO₂ Reduction Requires Balance With Cost

What Are the Next Emission Reduction Milestones Desired?

- How important is moving conversion dates up to members' emission and financial objectives?
- FMPA on track to reach the goal
 - What are the next milestones desired?
- Choosing the path of continual CO₂ reduction requires a careful balance
 - 70% reduction requires ~1,000 MW more solar and rate increase of 20 – 40% above inflationary costs
 - Rates could grow as much as 200 -300% as CO₂ reduction approaches 100%





Asset and Capital Plan and Rate Projections

Assets Currently Competitive, Must Monitor Cost

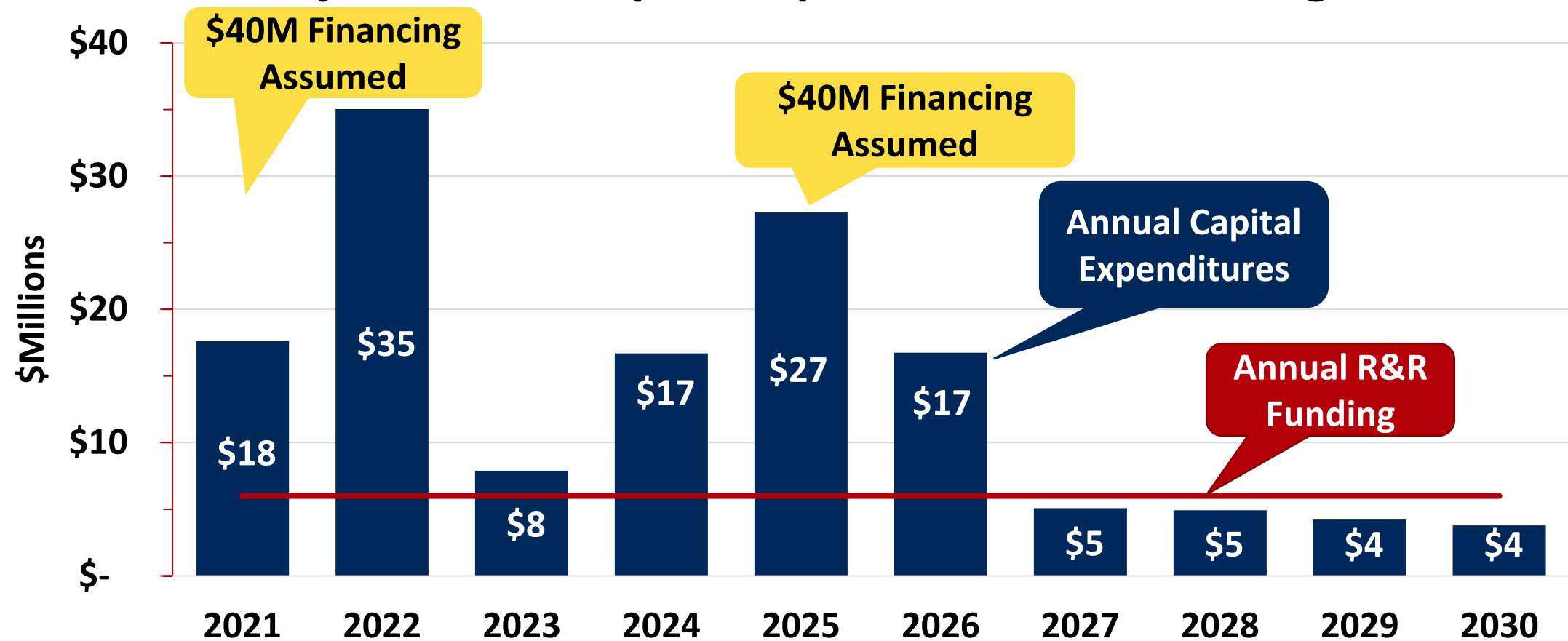
Limited Capital Required to Maintain Competitiveness

- Majority of resources competitive vs market, but not exceedingly high
 - Exception, Stanton 1 & 2 not competitive in the market
- Two CTs at Stock Island of original vintage dating back to 1960s approaching life expectancy
- Capacity market is reflective of surplus; unit cost control must be active
- Solar and Peaking resources are the focus in the next 5 - 7 years
- Longer term, energy storage will become important tools if solar investment grows by 600 – 1,000 MW

Future ARP Capital Funding Needs ~ \$12 - \$15M/Year

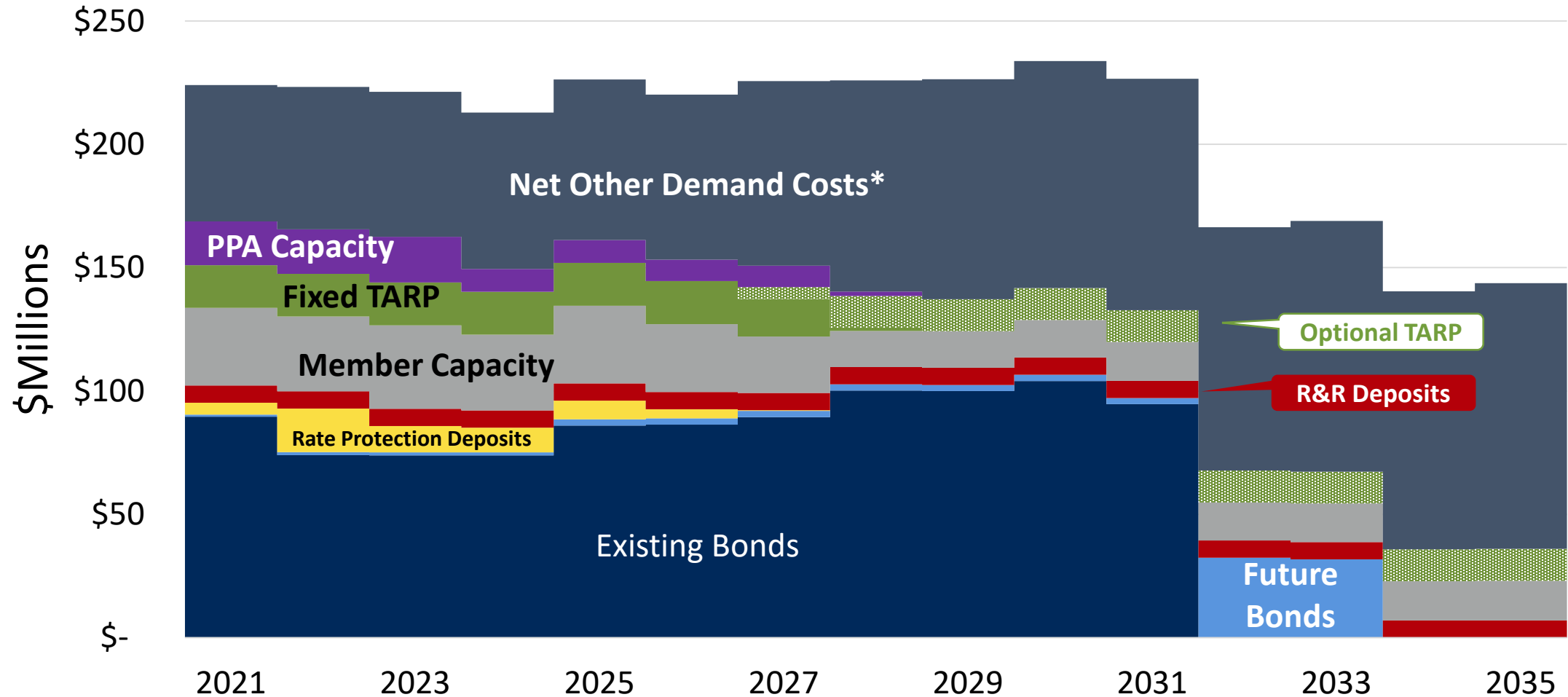
Debt Funding a Very Good Option in Current Rate Environment

Projected ARP Capital Expenditures and Funding



ARP Demand Costs Projected to Remain Stable

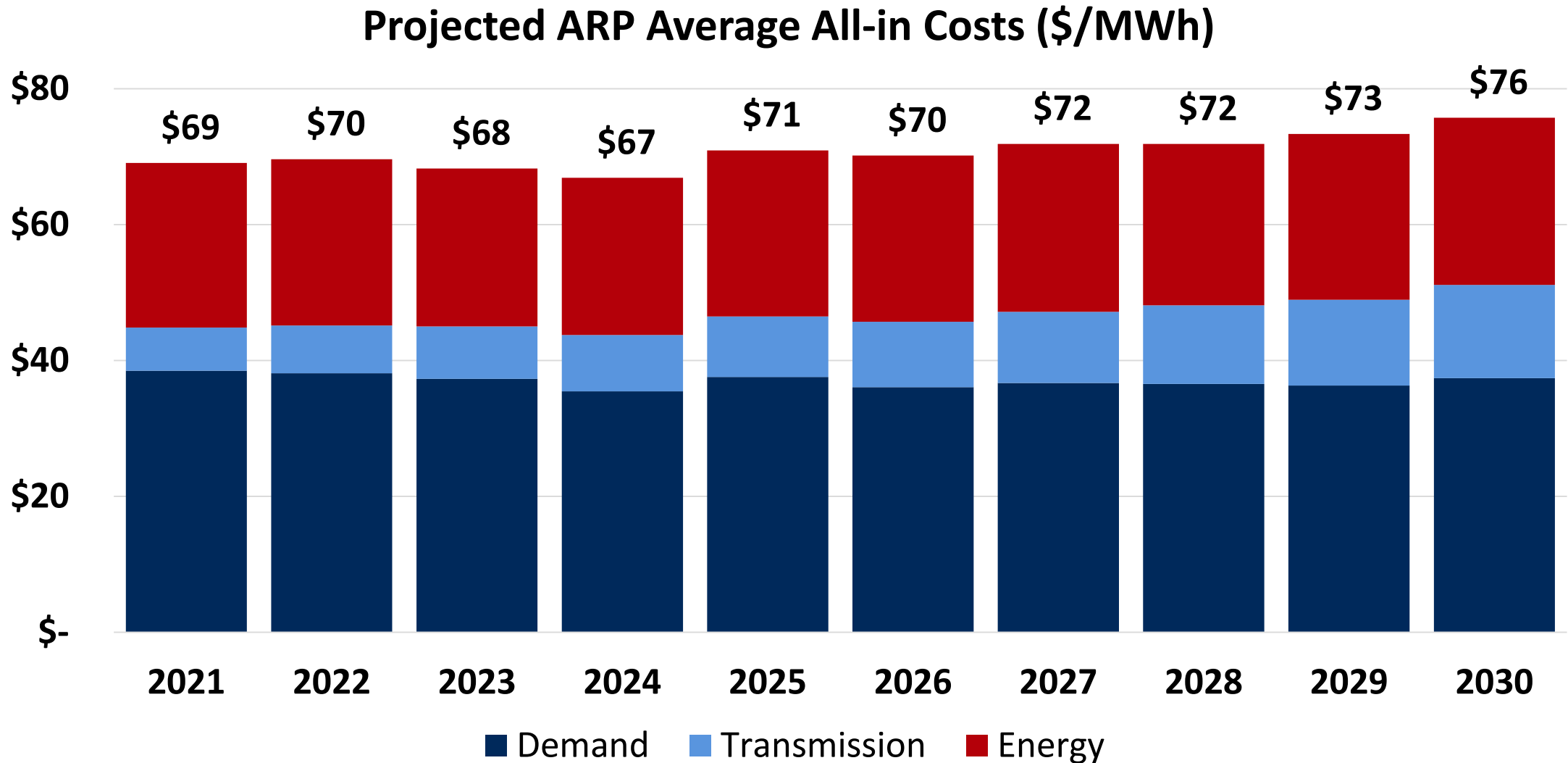
Aided by Cost Savings from Stanton Conversion



* Primarily includes fixed O&M costs, gas transportation costs, and allocated Agency costs.

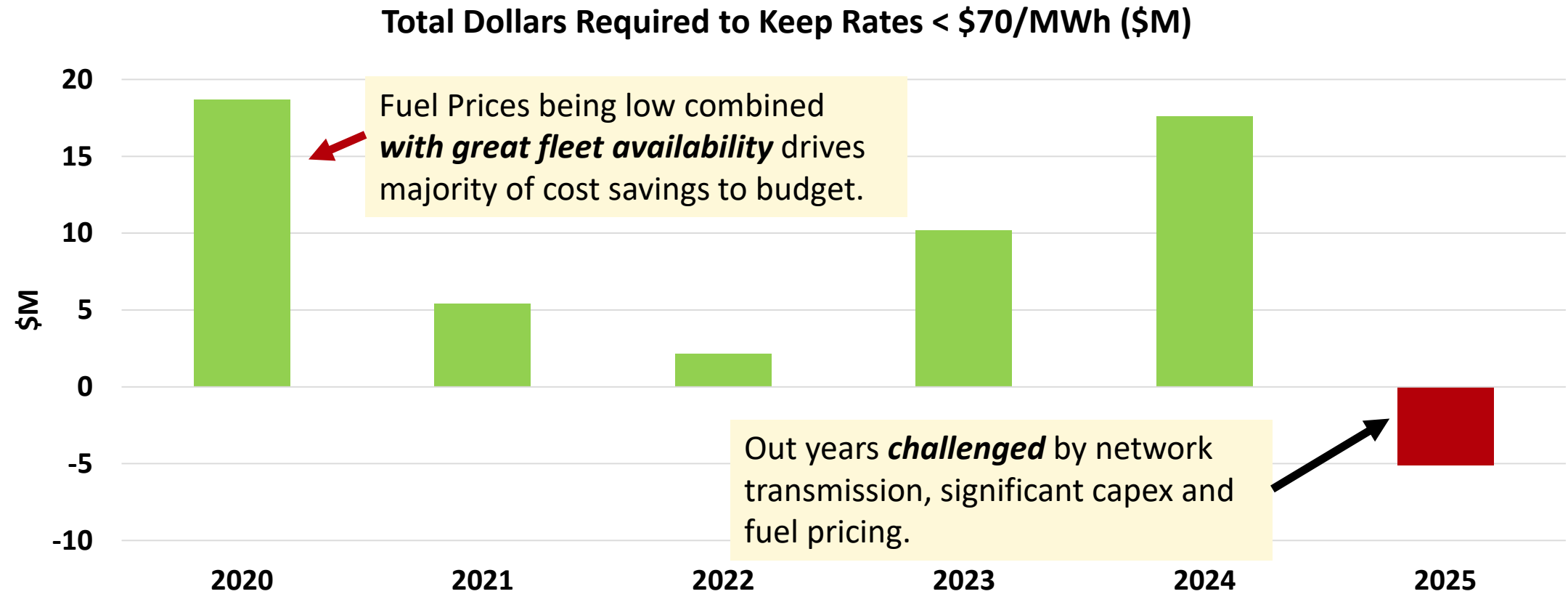
Overall ARP Costs Projected Stable Based on Current Gas Forward Strip

Item #17.



Keeping Rates Under \$70/MWh Requires Savings*

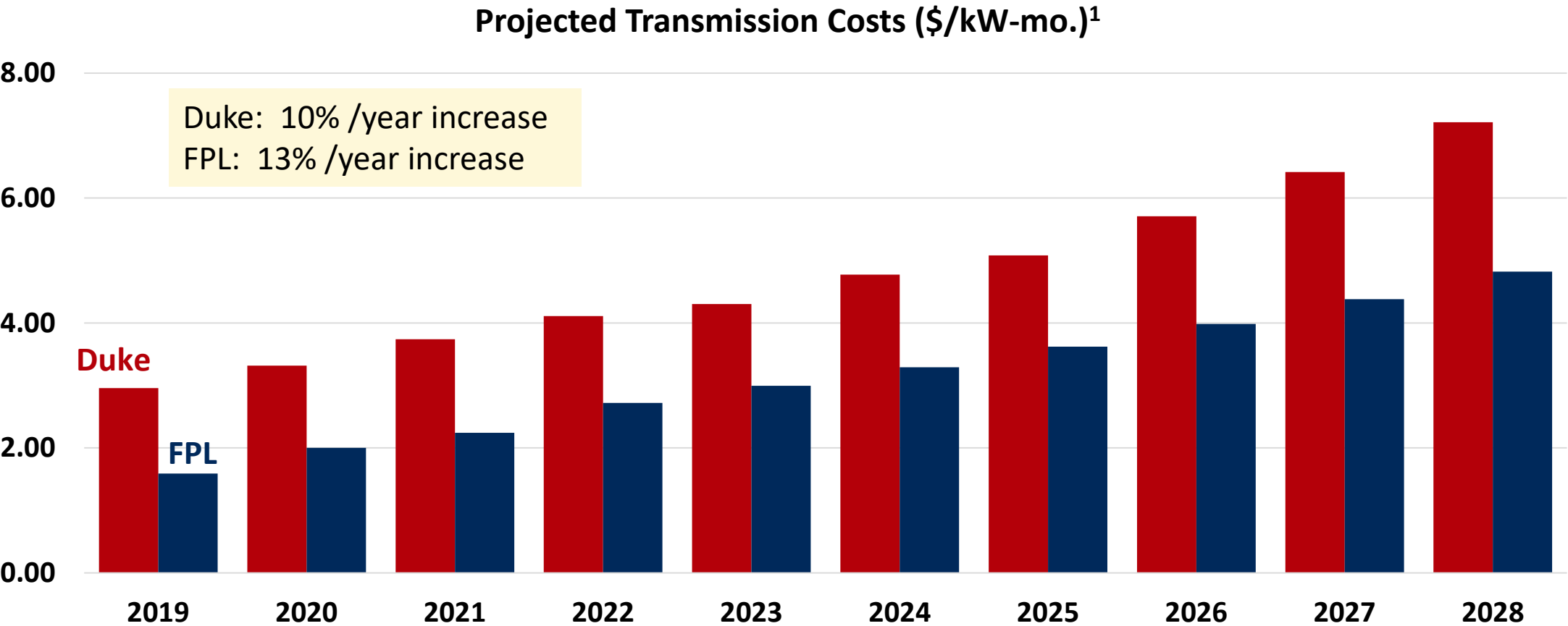
Good Probability to Deliver Below \$70/MWh In Early Years



*This graph shows the reduction required each year to get to the targeted price. Negative values imply that a savings is required.

Transmission Costs Escalating ~10% Over Next 5 Years

Gap Decline Limits Benefit of New Transmission Connections

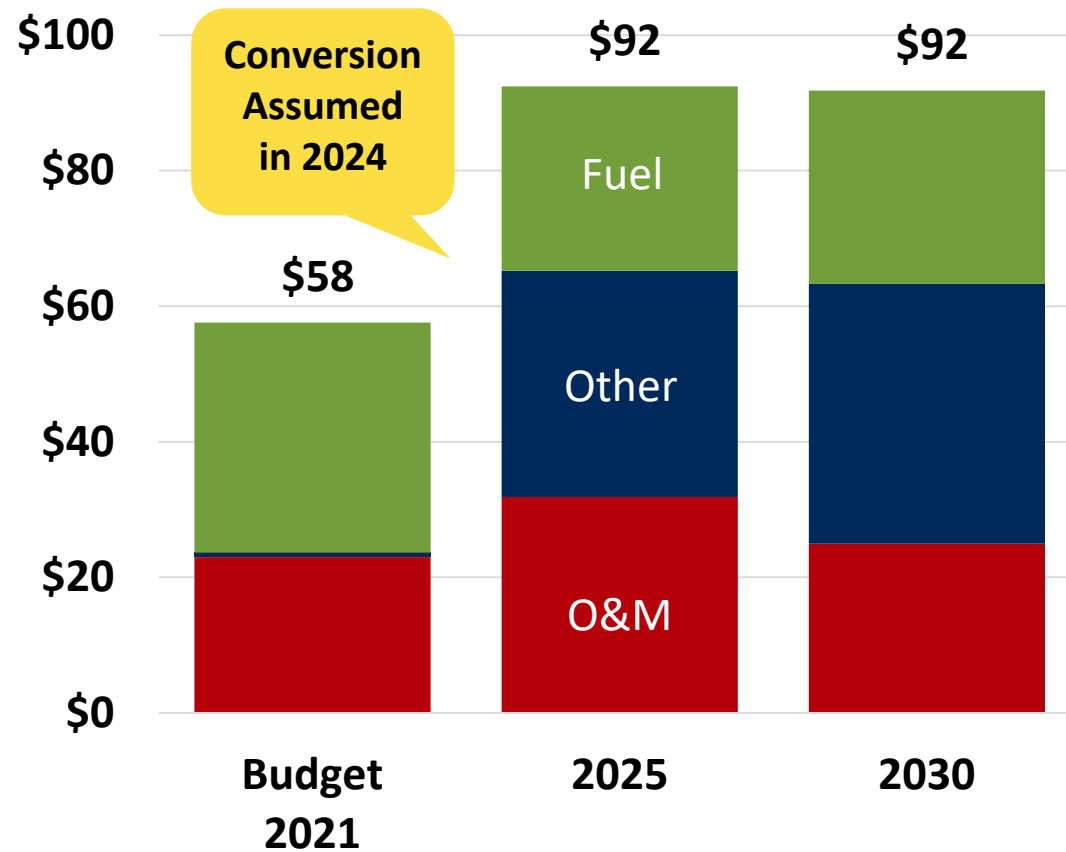


1 – Includes storm adder, where applicable.

Stanton Conversion Allows Operation for Peaking

Participants Should See Lower Post-Conversion Cost Overall

Projected Stanton Project Participant Costs (\$/MWh)

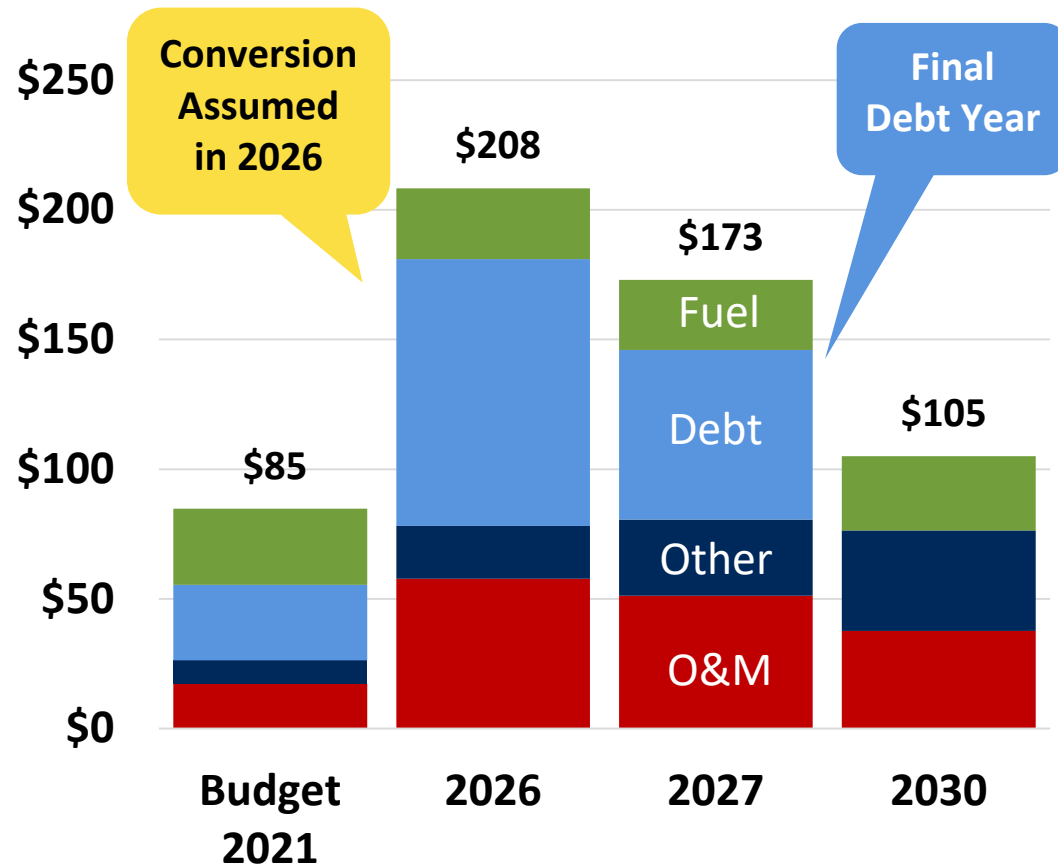


- Project fixed costs should decrease with conversion
- Utilization should also decline with conversion
- \$/MWh Project costs projected higher, but replacement energy should be cheaper than Stanton energy costs
- Participants should see lower overall power costs due to conversion

Stanton II Conversion Allows Operation for Peaking

Participants Should See Lower Post-Conversion Cost Overall

Projected Stanton II Project Participant Costs (\$/MWh)



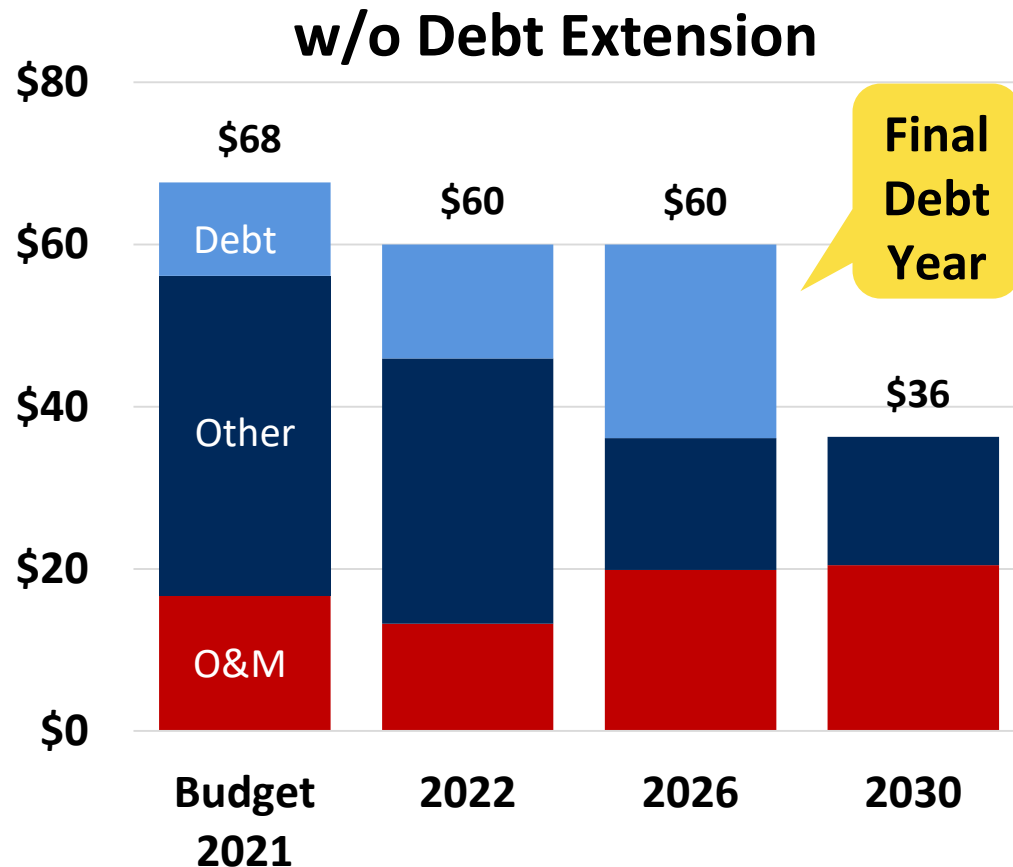
- Project fixed costs and utilization should decrease with conversion
- 2026 & 2027 \$/MWh costs projected higher due to combination of final debt years and low capacity factor
- \$/MWh Project costs projected higher, but replacement energy should be cheaper than Stanton 2 energy costs
- Participants should see lower overall power costs due to conversion

Assumes annual capacity factor of 15% after conversion

St. Lucie Costs Expected to Decline Significantly

Extending Debt Life Allows Greater Immediate Rate Reductions

Projected St. Lucie Project Participant Costs (\$/MWh)



- St. Lucie nuclear facility is cost competitive with no carbon emissions
- Opportunity to spread remaining debt to 2031 lowers cost by \$~9M/yr. (\$13/MWh) through 2026
- St. Lucie asset life now extended until 2043
- Future capex may be required if unit life extended beyond 2043 for another 20 years

Targeted Cost Reductions for 2021 - 2025

- Opportunities to decrease \$/MWh energy costs and potential value
 - Accelerate conversion of Stanton 1 & 2 to gas, reduce fixed costs and reduce energy take from plant - \$8 - \$17M/year once completed
 - Additional prepaid gas – ~\$2M/year (20,000 units) - \$3M/year currently
 - Pool expansion resulting in further dispatch cost savings \$2 - \$4M/year
- Opportunities to decrease fixed costs
 - Finance significant capital additions and lower R&R - ~\$4M/year
 - 3rd party capacity and energy sales and optimization \$8 - 10M/year total value

Summary of Projects

- Stanton 1 conversion assumed in 2024, Stanton 2 in 2026
- Stanton 1 & 2 expected to reduce fixed cost and operate more as peakers post-conversion
 - Replacement energy from alternative resources lowers net cost
 - Align actual costs billed and dispatch costs to appropriately dispatch low-cost gas
- Explore Stanton 1 & 2 cost reductions in O&M and fuel areas to continue improvement
- Focus on stopping low-cost gas units from being displaced by coal
- St. Lucie operational license through 2043, strong operating record allow debt life to be extended beyond 2026
- St. Lucie costs decline significantly with debt extension, remain stable



Risks and Opportunities

Risks for FMMPA

Fuel Prices, Regulatory Uncertainty, and Realized Cost Declines

- Risks
 - Gas price swings affect end customers' rates – market or environmentally initiated
 - Carbon legislation and impact on coal and gas units and pricing to consumers
 - Cost reductions anticipated for Stanton are delayed
 - Uneconomic operation of Stanton post fuel conversion due to water burn constraints
 - Transmission cost headwinds from Network Service and PTP providers
 - Loss or lack of growth of member load due to economic conditions and COVID recovery
 - Cost of balancing system with significant solar higher than expected
 - Steam generator replacement on St. Lucie or other life extension investment
 - Increased customer demand for additional services

Opportunities for FMPPA

Managing Assets and Debt Actively Key to Cost Control

- Opportunities
 - Active asset management program for controllable costs and capitalization of needed R&R
 - Ongoing debt restructuring
 - Expedited conversion of SEC 1 and 2 with new participation agreement
 - Use of low/no cost customer demand management to meet peak
 - New resources or market alternatives for aging resources (e.g. energy storage)
 - Leverage opportunities associated with any new or extended renewable tax credits
 - Sell excess economic energy at margin above FMPP option and intra-period capacity when long
 - Optimize the intra-year energy and capacity positions, unit outages, natural gas position
 - Exploration of additional pool partners or expanded imbalance markets

10 Year Planning Horizon Has Risks

Mitigation Options Exist for Longer Term Focus Areas

Risk	Impacts	Mitigation Options
Natural Gas Price Volatility	Volatile fuel prices may cause: <ul style="list-style-type: none"> • high rates for ARP with high gas prices • high coal Project rates with low gas prices 	<ul style="list-style-type: none"> • Active Fuel Cost Management • Allow individual members to hedge energy costs
Penetration rate of Distributed Generation	<ul style="list-style-type: none"> • Could result in load loss and solar PV integration issues • Could increase demand for additional utility services for some customers 	<ul style="list-style-type: none"> • Understand cost of service and interconnection needs • Solar subscription product
Load decline instead of growth	Load loss could result in additional excess capacity increasing rates	<ul style="list-style-type: none"> • Reduce retail energy cost to encourage sales • Sell excess in wholesale
Environmental Regulations or desire for reduced carbon footprint	<ul style="list-style-type: none"> • Increased retail rates in trade-off between accelerated reduction • Early retirement of thermal units possibly stranding debt 	<ul style="list-style-type: none"> • Incremental resource reviews • Complete 20-year IRP • Add solar to offset



Conclusions

Conclusion – There is More Work to Do

Build Off Progress Since 2019 w/New Targets

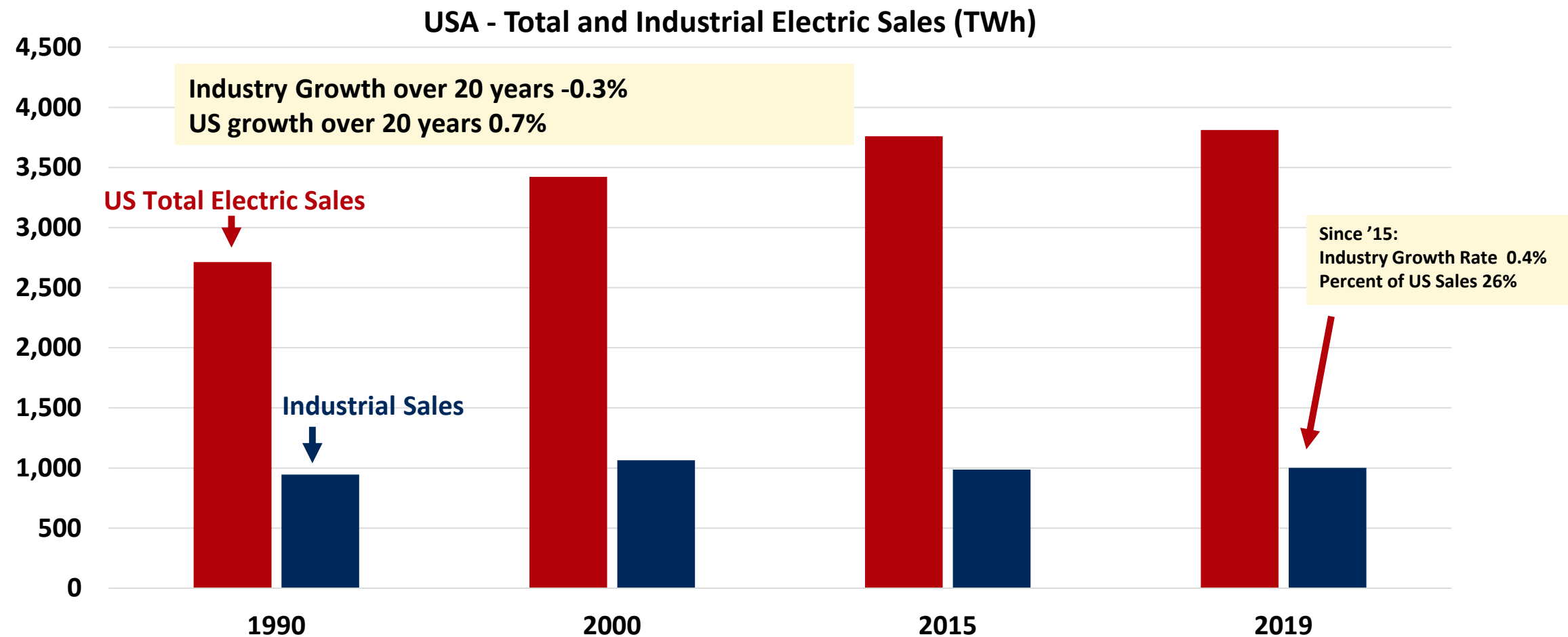
- Rates are becoming competitive but need to improve to close gap with lowest cost IOU in FL – focus on major cost reduction efforts?
- Major environmental regulations expected, significant solar expansion likely – need to consider additional solar in ~2025?
- Battery opportunity may evolve over next 2 -3 years for Key Energy and FPL load serving
- ARP may need capacity in 2028 depending on amount of solar added; resources beyond solar will be peaking/fast response
- Continued Member Services expansion for reliability improvement, financial/strategic planning, IT/cyber, etc. requires added resources



Electric Demand, Supply and Generation Mix Changes

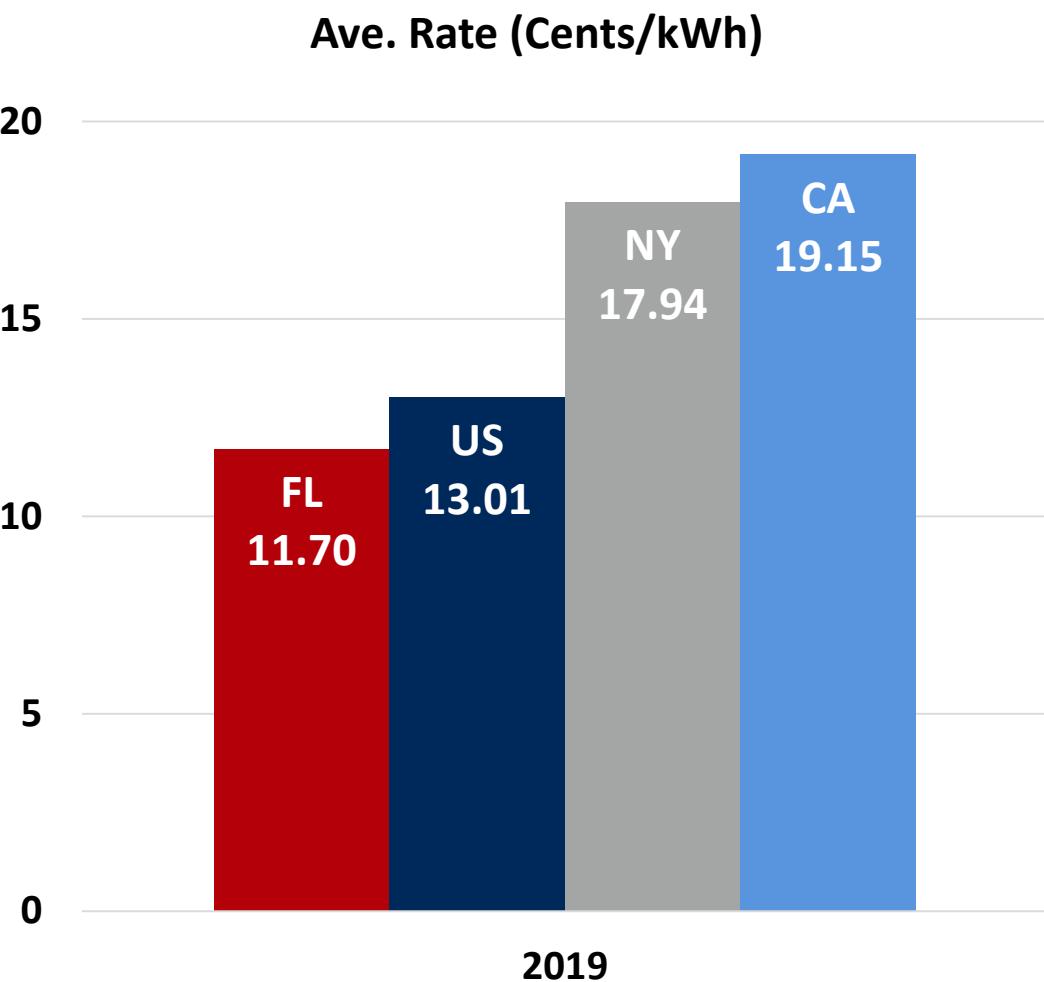
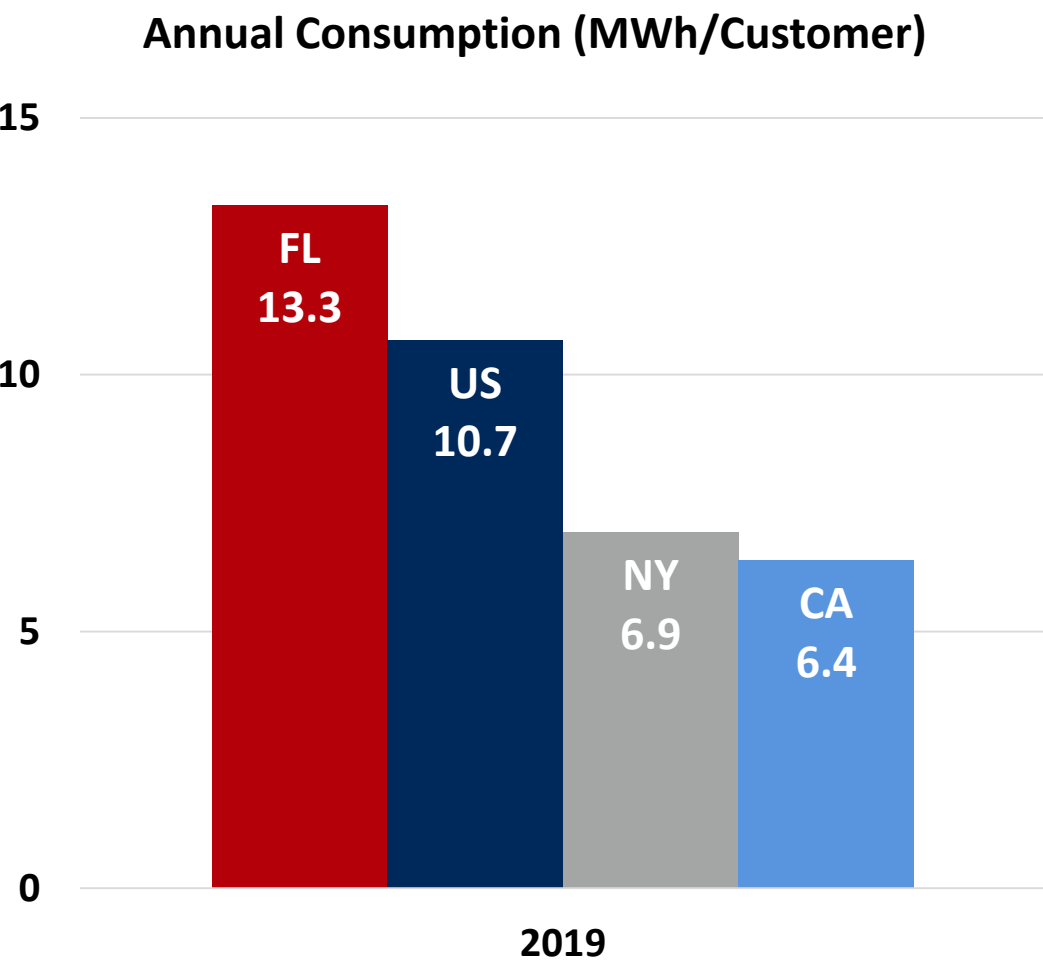
US Electric Sales Growth More Tepid

Only 0.4% Per Year Recovery Since 2012



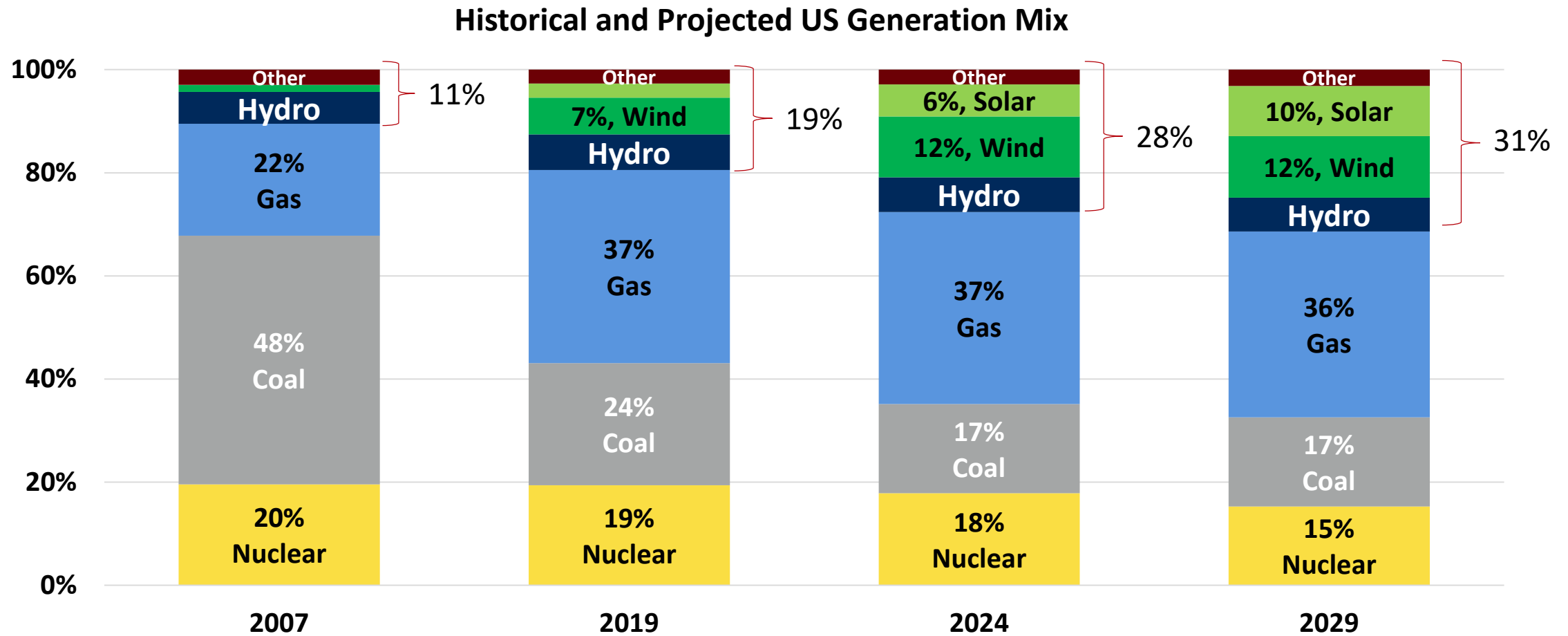
FL Uses More Electricity Per Customer

Cooling Load Drives Higher Residential Need



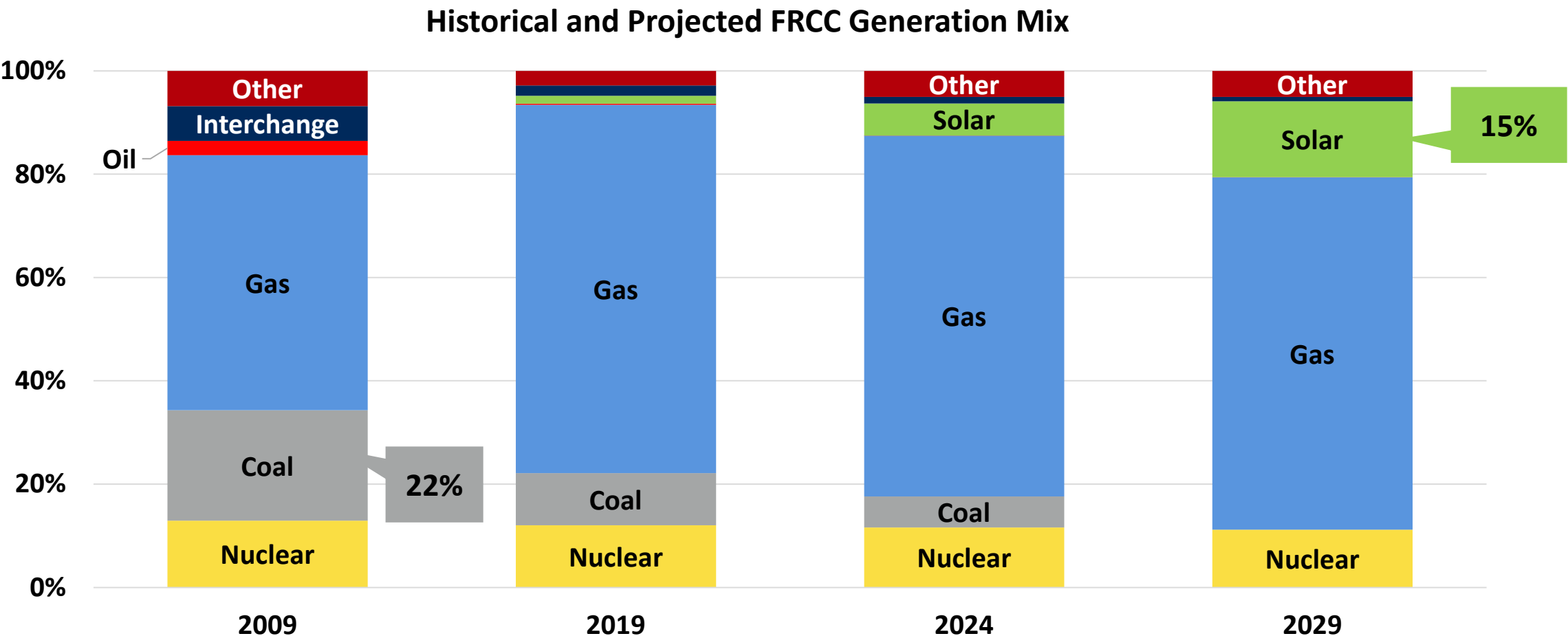
US Far More Balanced Overall Than FL

Solar and Wind are Steadily Growing



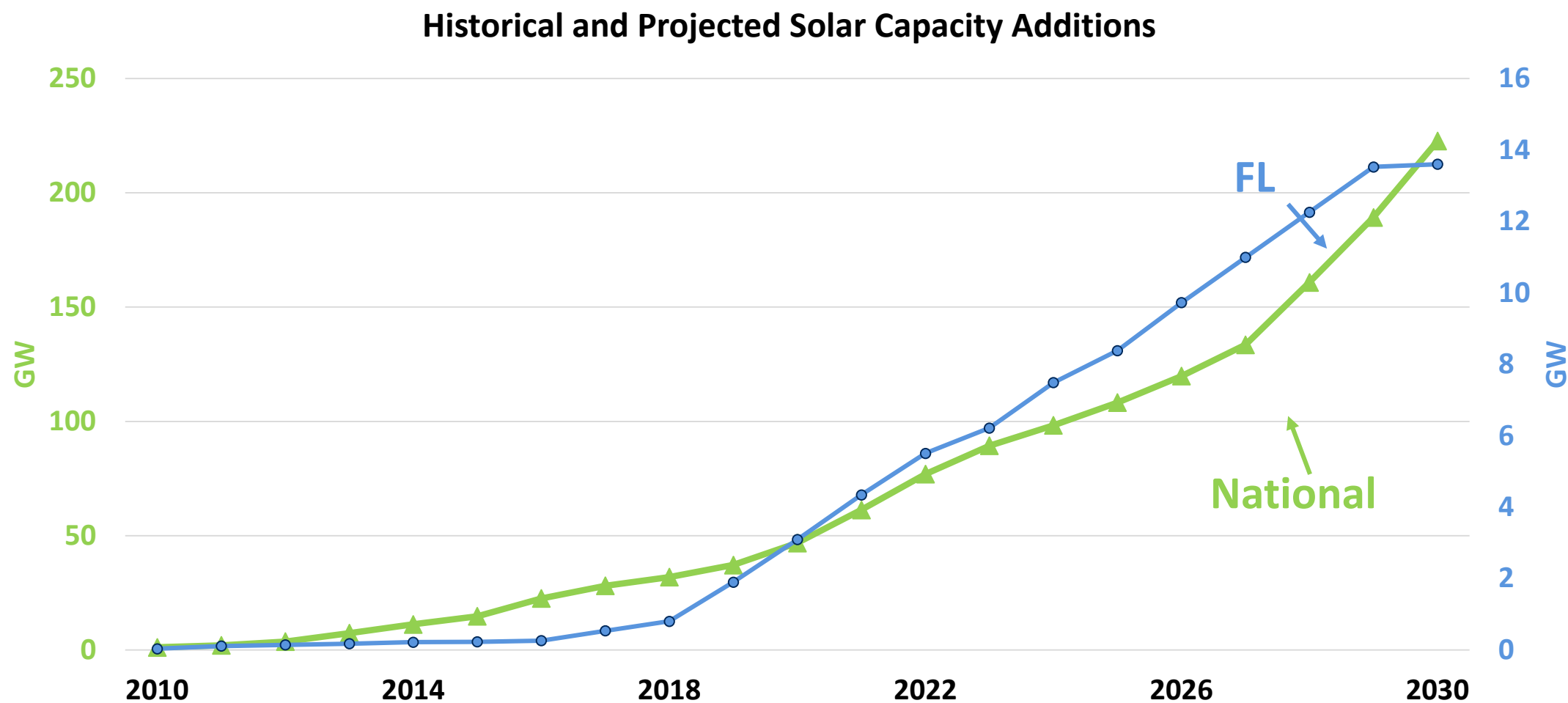
Gas Drives FL Generation Mix

Coal Expected to Be Displaced by Solar and Gas by 2029¹



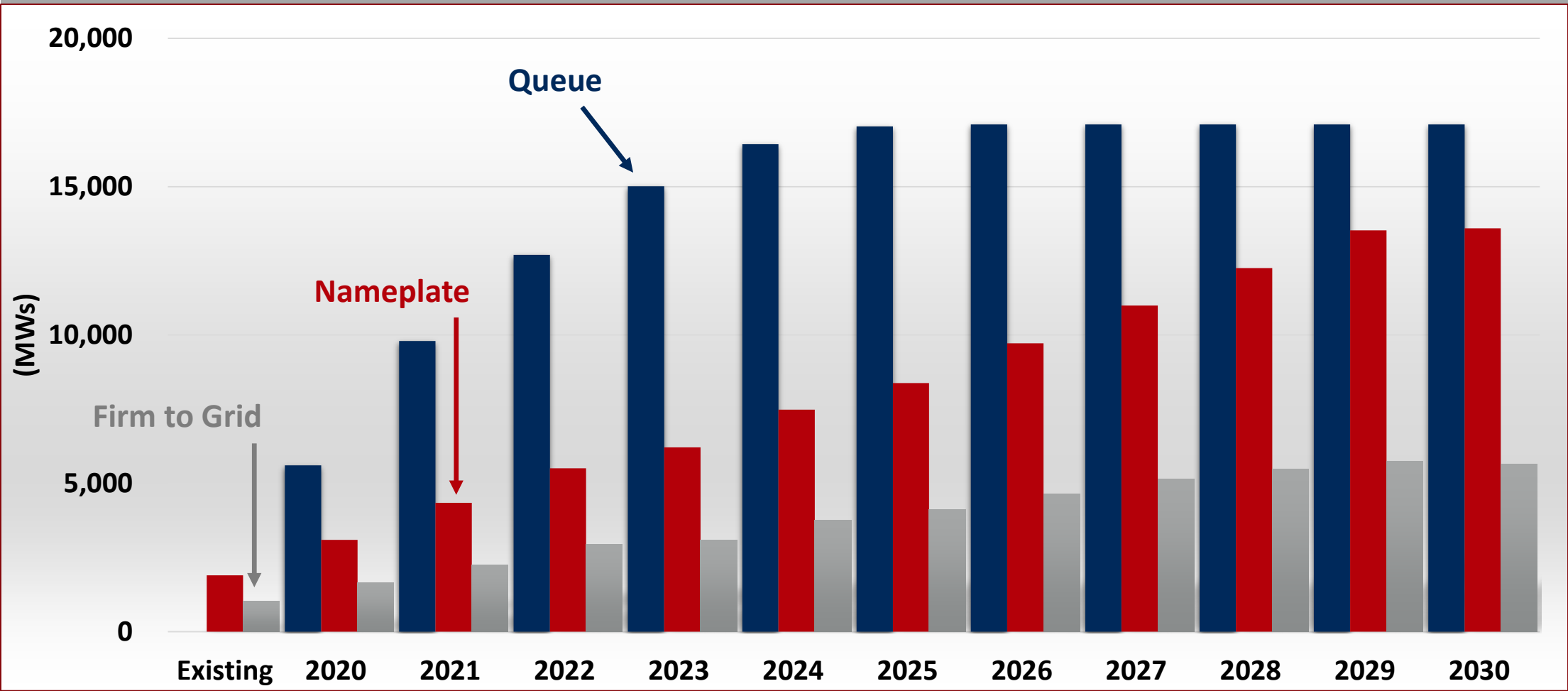
Solar Capacity Expected to Increase 6-Fold

External Forces Could Cause Even Faster Solar Growth



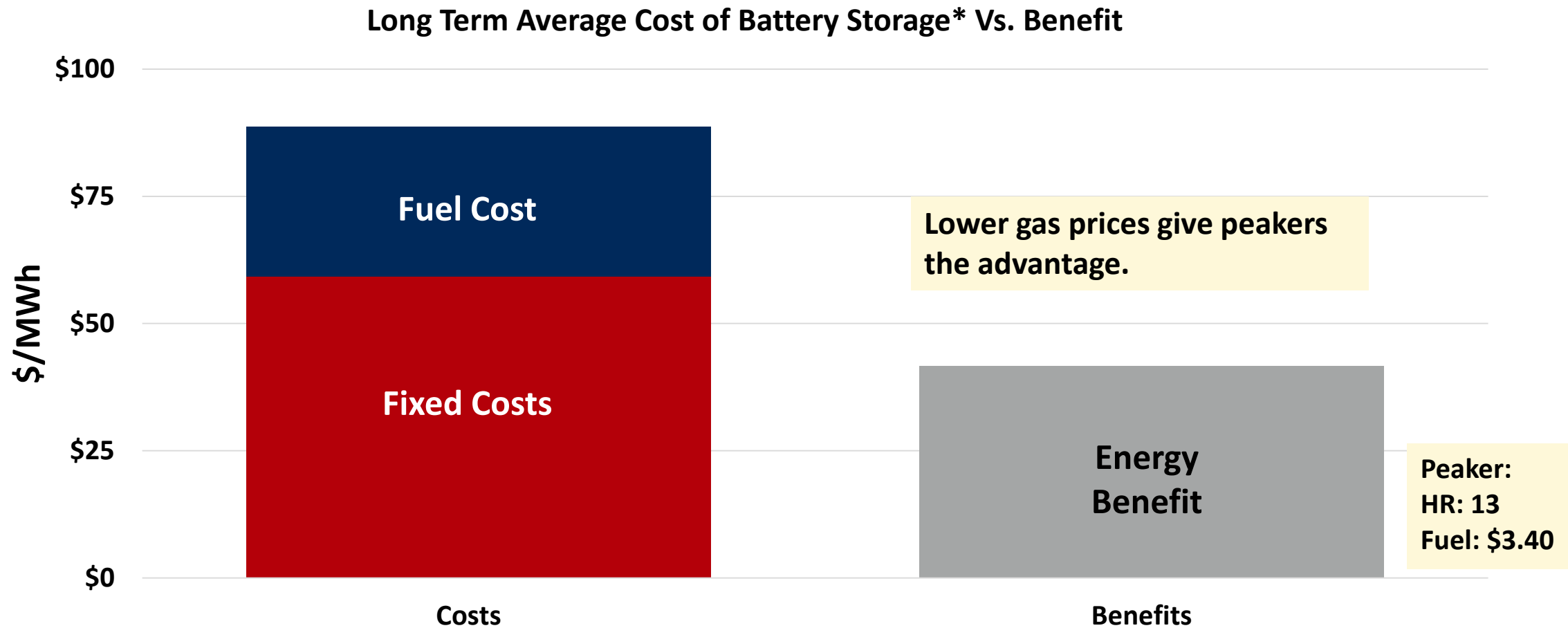
FL Utility Solar Grows to ~14 GW by 2030

Transmission Queue Far Exceeds Site Plans



Storage Cost Dropped 30% Since 2018

Capital Cost Needs to Decline ~80% for Net Energy Benefit

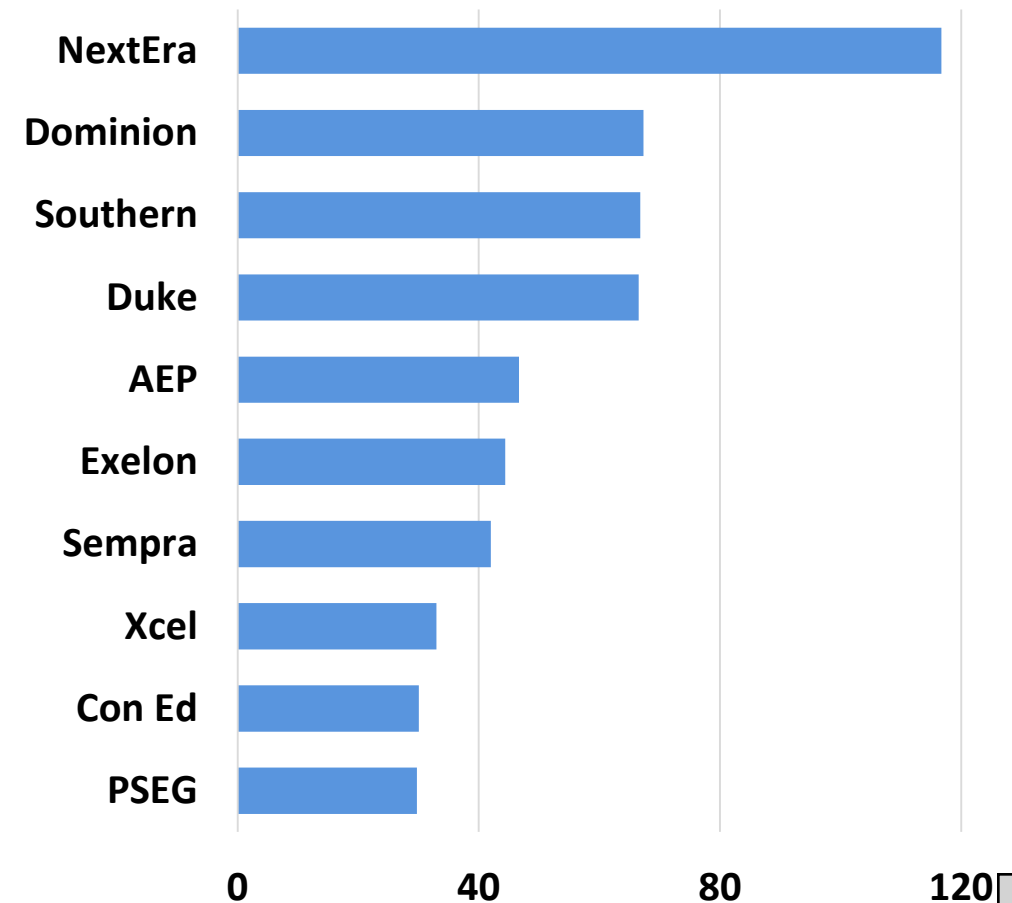


FL IOUs Largest in the U.S.

*Market Capitalization Reflects Consolidation**

- Top 10 IOUs have a total market capitalization of ~\$543 billion
- Top 10 IOUs makes up 60% of IOU industry market cap
- There were almost 100 IOUs 20 years ago; now, 40
- Largest (NEE) is 5-times as big as the largest 20 years ago
 - Median is 6-times larger than median entity 22 years ago

Market Capitalization in \$ Billions

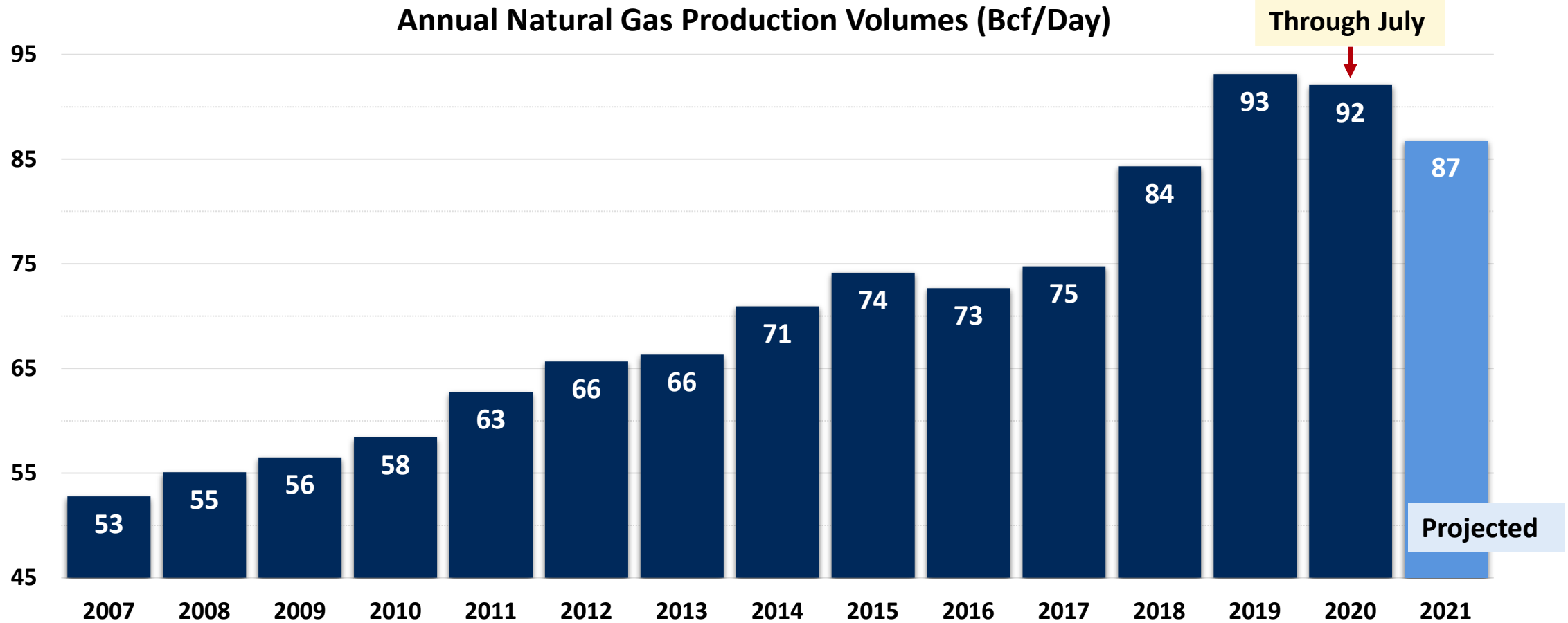




Natural Gas Market Expectations

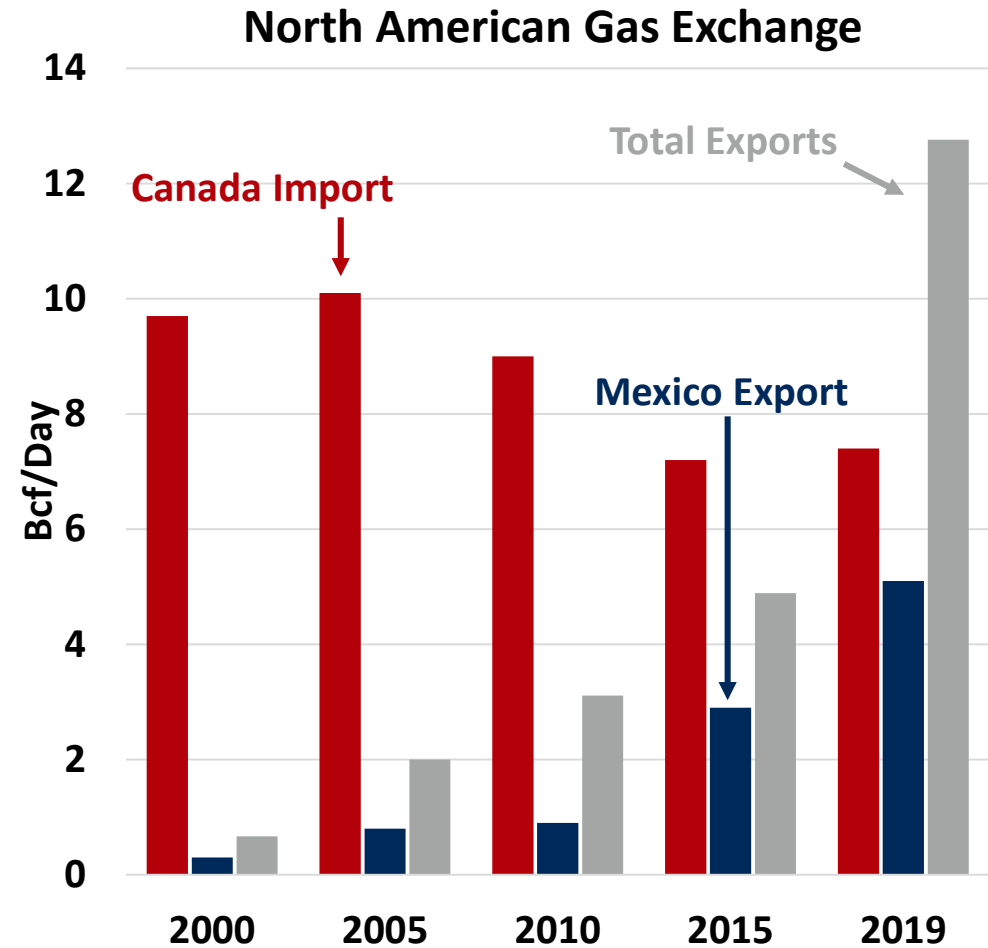
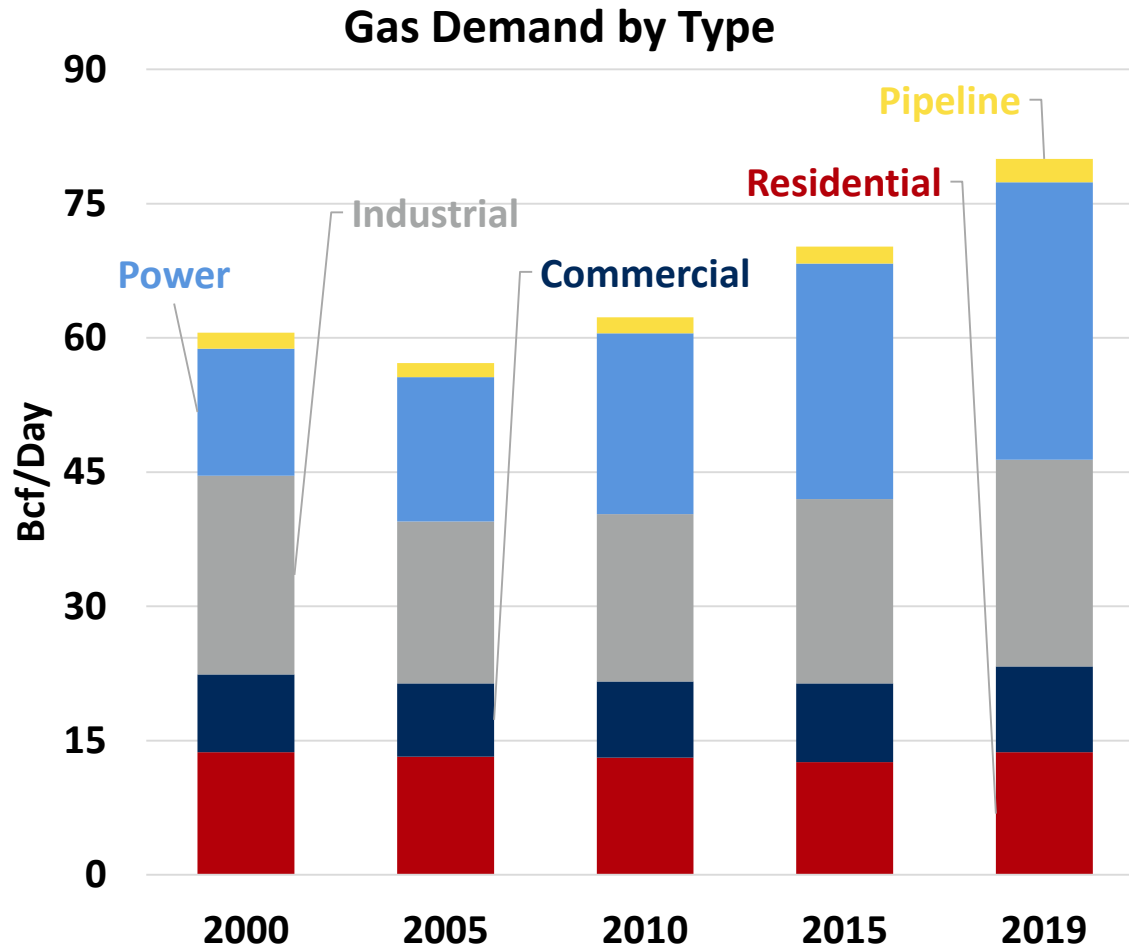
Shale Gas Rapidly Increased Production

Uncertainty in 2020 Could Alter Expected Continual Increases



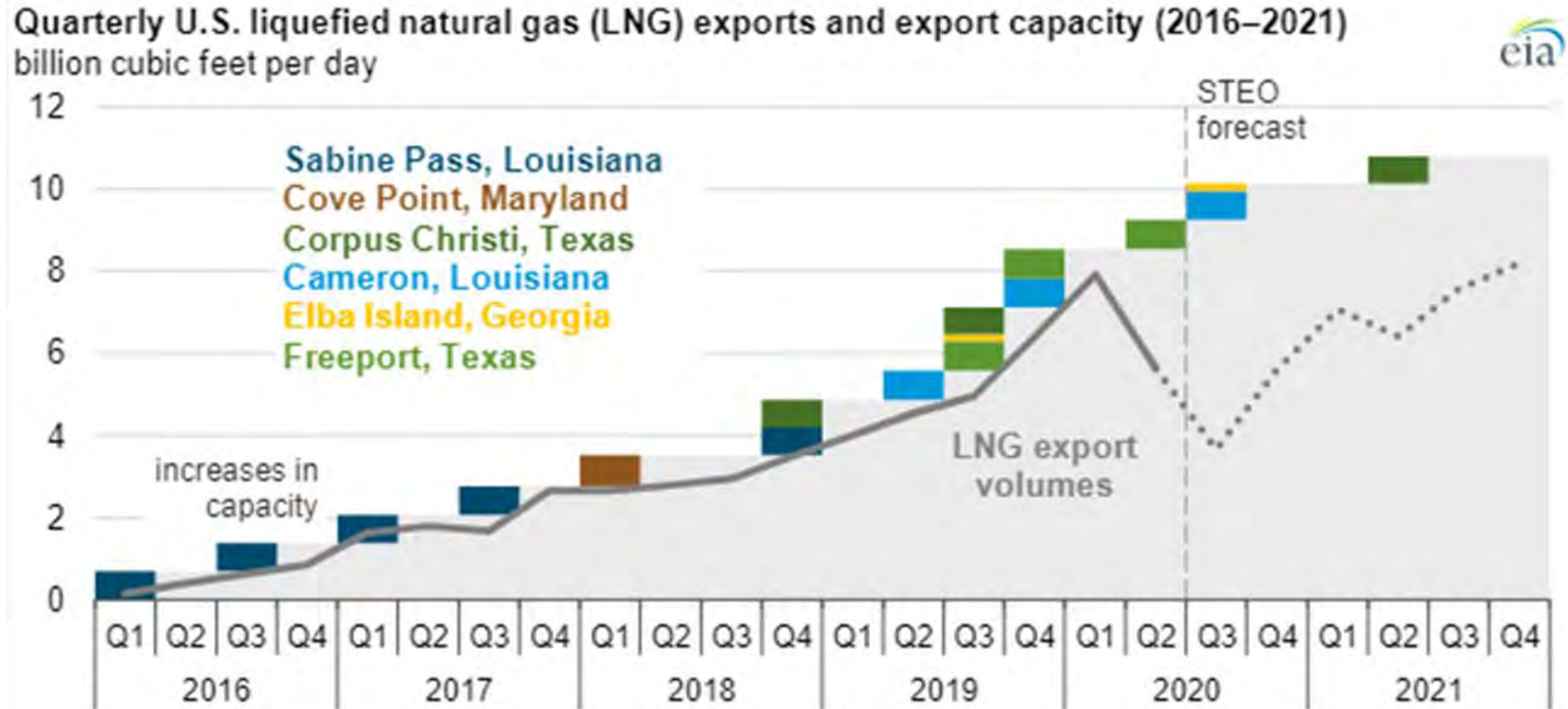
Power Demand, Mexico Export Way Up

Power Demand has Outpaced Industrial Demand



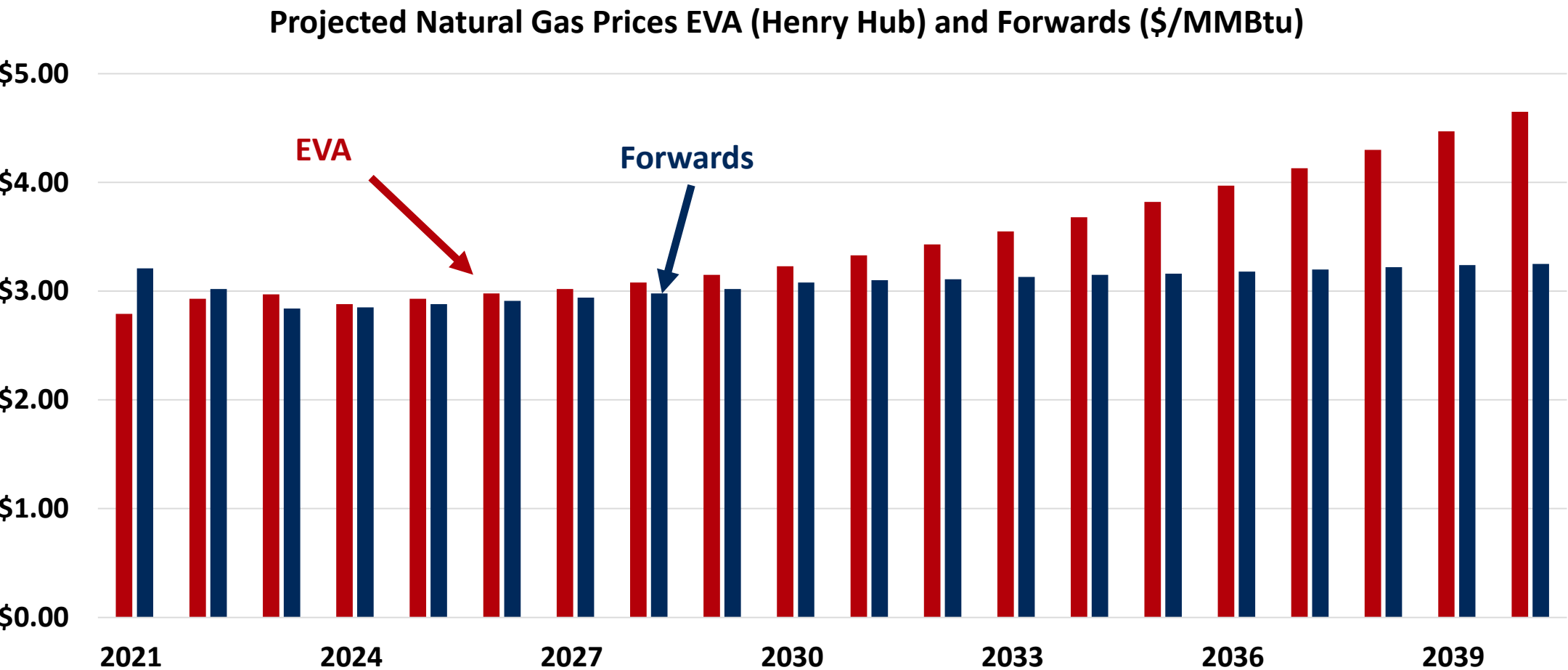
LNG Export Capacity Quadrupled Since 2017

Global Economic Uncertainty Clouds Growth Projections



EVA Projects Steady Gas Price Growth

Power + LNG Demand Outpaces Supply Gains





Strategic Planning Session



STAFF REPORT

CITY OF GREEN COVE SPRINGS, FLORIDA

TO: City Council Regular Session **MEETING DATE:** March 2, 2021
FROM: Mike Null
SUBJECT: First Reading of Ordinance O-05-2021, Amending Section 90-61 of the City Code to allow security and night-lights under certain circumstances. *Mike Null*

BACKGROUND

*****Background from February 16, 2021 Council Meeting*****

For at least 20 years, the City has not been installing new security lights (night-lights) for electric customers. We receive several requests each year for the installation of these security lights. It is common for electric utilities to install security lights for their customers in exchange for a monthly fee.

The electric department staff has completed a cost analysis of re-starting the program. We would currently use an LED light that is more energy efficient and also has a 10 year warranty (and therefore a 10 year life expectancy). The electric usage portion of installing and maintaining the light is estimated at \$4.32 per month based on 12 hours per day usage. Installation with one lineman and one apprentice would take about an hour. With all of the costs included, the following fees are presented for Council discussion and direction:

- If we charged \$10 per month without any upfront fees it would take 43 months to start seeing a return on investment.
- If we charged \$15 per month without any upfront fees it would take 23 months to start seeing a return on investment.
- If we charged \$20 per month without any upfront fees it would take 14 months to start seeing a return on investment.

Following is our current section of City Code that addresses security lights:

Sec. 90-61. - Security and night-lights.

(a) The city shall charge such owner or tenant a fee as follows for existing security or night-lights. The city will not install such lights or repair/replace parts other than light head, photo eye or lamp.

- (1) 175-watt mercury vapor light or 100-watt high-pressure sodium light monthly charge: \$10.25.
- (2) 400-watt mercury vapor light or 250-watt high-pressure sodium light monthly charge: \$20.00.
- (3) Relocate light head, photo eye or lamp fee of \$25.00 during normal business hours.

(b) The requesting party shall agree in writing that any poles, lights, or accessories placed upon his property shall remain the sole property of the city, and the city shall have the right to remove such equipment at any time fees are delinquent.

The 100 Watt HPS light that we currently charge \$10.25 for is rated at 9,400 lumens. The new LED's are rated at 8,330 lumens, however we know from experience that they are actually much brighter and the light broadcasts further. For reference, Clay Electric charges \$7.10 for a 5,000 lumen light and \$10.35 for a 17,000 lumen light.

*****End Background from February16, 2021 Meeting*****

At the February 16, 2021 Council Meeting, Council directed staff to bring back an ordinance allowing the city to begin installing new security lights again at the proposed rate of \$10. Staff is presenting O-05-2021 for Council approval on First Reading with the new LED lights at the existing rate of \$10.25. The reason for this is because the \$10.25 rate is part of the City's rate tariff that was approved by the Florida Public Service Commission (PSC) in 2015. Using the existing rate will eliminate the need to submit a different rate to the PSC for approval.

FISCAL IMPACT

See above discussion regarding return on investment.

RECOMMENDATION

Approve Ordinance O-05-2021 on first reading as to form only and set March 16, 2021 at 7:00 PM as the second and final public hearing.

O-05-2021

AN ORDINANCE OF THE CITY OF GREEN COVE SPRINGS, FLORIDA, AMENDING CHAPTER 90, ARTICLE III, DIVISION I, SECTION 90-61 TO ALLOW SECURITY AND NIGHT-LIGHTS UNDER CERTAIN CIRCUMSTANCES; PROVIDING REPEALER, SEVERABILITY, AND SETTING AN EFFECTIVE DATE

WHEREAS, the City Council authorized changes for Section 90-61 Security and Night-lights on February 16, 2021 during a Council meeting which are set forth below.

NOW, THEREFORE BE IT ENACTED BY THE CITY COUNCIL OF GREEN COVE SPRINGS, FLORIDA AS FOLLOWS:

SECTION 1. CODE AMENDED. That Chapter 90 Article III Section 90-61 of the City Code is hereby amended to read as follows:

CHAPTER 90

Sec. 90-61. - Security and night-lights.

(a) The city shall charge such owner or tenant a fee as follows for ~~existing~~ security or night-lights. The city will ~~not~~ install and maintain such lights ~~or repair/replace parts other than light head, photo eye or lamp.~~ The city will only install new lights on existing poles.

(1) 175-watt mercury vapor light or 100-watt high-pressure sodium light or LED light monthly charge: \$10.25.

(2) 400-watt mercury vapor light or 250-watt high-pressure sodium light monthly charge: \$20.00.

(3) Relocate light head, photo eye or lamp fee of \$25.00 during normal business hours.

(b) The requesting party shall agree in writing that any poles, lights, or accessories placed upon his property shall remain the sole property of the city, and the city shall have the right to remove such equipment at any time fees are delinquent.

SECTION 2. REPEALER. Any Ordinances or parts thereof in conflict with the provisions of this Ordinance are hereby repealed to the extent of such conflict.

SECTION 3. SEVERABILITY. The various parts, sections and clauses of this Ordinance are hereby declared severable. If any part, sentence, paragraph, section or clause is adjudged unconstitutional or invalid by a court of competent jurisdiction, the remainder of the Ordinance shall not be affected thereby.

SECTION 4. EFFECTIVE DATE. Upon its adoption by the City Council, this ordinance shall become effective.

**INTRODUCED AND APPROVED AS TO FORM ONLY ON THE FIRST
READING BY THE CITY COUNCIL OF THE CITY OF GREEN COVE
SPRINGS, FLORIDA, ON THIS 2ND DAY OF MARCH, 2021.**

CITY OF GREEN COVE SPRINGS, FLORIDA

B. Van Royal, Mayor

ATTEST:

Erin West, City Clerk

**PASSED ON SECOND AND FINAL READING BY THE CITY COUNCIL OF
THE CITY OF GREEN COVE SPRINGS, FLORIDA, THIS 17TH DAY OF
MARCH, 2021.**

CITY OF GREEN COVE SPRINGS, FLORIDA

B. Van Royal, Mayor

ATTEST:

Erin West, City Clerk

APPROVED AS TO FORM ONLY:

L.J. Arnold, III, City Attorney