

CITY OF GREEN COVE SPRINGS CITY COUNCIL REGULAR SESSION

321 WALNUT STREET, GREEN COVE SPRINGS, FLORIDA
TUESDAY, MARCH 12, 2024 – 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 Bob Cook, Praise in the Park**

Roll Call

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

PRESENTATIONS

1. FMPA - March 2024 **Bob Page**

PUBLIC HEARINGS

2. Second and Final reading of Ordinance No. O-05-2024 which authorizes Magnolia West Community Development District (the "District") to use special powers for security facilities within their subdivision. **L.J. Arnold III**
3. Second and Final reading of Ordinance No. O-06-2024 to comply with newly enacted Section 166.041(4), Florida Statutes, requiring a Business Impact Estimate to be prepared and filed on all non-exempt ordinances. **L.J. Arnold III**

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. City Council approval of the National Public Safety Telecommunicators Week Proclamation. **Erin West**
5. City Council approval of the Water Conservation Month Proclamation. **Erin West**

- [6.](#) City Council approval of the Mt. Zion Church Proclamation. *Erin West*
- [7.](#) City Council approval for Atlantic Pipe Services (APS) to clean and televise (TV) 2,000 linear feet (LF) of stormwater pipe in the Cove subdivision in the amount of \$29,952.00. *Greg Bauer*
- [8.](#) City Council authorization to submit a Florida Boating Improvement Program (FBIP) grant application to the FWC to fund completion of the City Pier extension and approval of Resolution R-06-2024, authorizing the City Manager to sign and submit same. *Mike Null*
- [9.](#) City Council approval of funding in the amount of \$99,200.00 to RCM Utilities for a total rehabilitation of Lift Station # 326, Winn Dixie, “piggybacking” on the City of Clermont Contract # 2023-072. *Scott Schultz*
- [10.](#) City Council approval of, and authorization for the mayor to execute, a contract between Sundew Mitigation Bank, LLC and the City for purchase of mitigation credits (property) for release of conservation property from the St. Johns River Water Management District, to replace a sewer force main, or convert from force main to gravity sewer, for Lift Station # 318 / Shinnecock, in Magnolia Point. The cost of the 0.69 credits (approximately 0.21 acres) is \$34,500.00. *Scott Schultz*
- [11.](#) City Council approval of, and authorization for the Mayor, City Attorney and City Clerk to execute, the Drinking Water State Revolving Fund, Design Loan Agreement DW 100440, in the amount of \$2,195,000.00, for the design and permitting of the Magnolia Point Reclaimed Water System and Reynolds Water Treatment Plant Improvements. *Scott Schultz*
- [12.](#) City Council approval of the Owens Subdivision, a replat of a portion of Block 46, North Suburbs of Green Cove Springs, identified as 900 and 902 Myrtle Avenue. *Michael Daniels*
- [13.](#) City Council authorization to surplus sound system equipment and donate to Clamour Theatre Company. *Mike Null*
- [14.](#) City Council approval of the Spring Park dock project pay app # 2 to C&H Marine in the amount of \$70,131.61. *Steve Thomas*
- [15.](#) City Council approval of the Alice Johnson Williams 100th Birthday Proclamation. *Erin West*

COUNCIL BUSINESS

16. City Manager & City Attorney Reports / Correspondence
17. City Council Reports / 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.

February 2024

Rate Call

The average price of natural gas for the month was \$3.70. Daily natural gas prices for the past month have fall to under \$2.00 with a low of \$1.55. This price level is driven by very mild winter weather and natural gas storage at maximum capacity.

Natural gas accounted for 76% of the generation mix. Coal was 10% and nuclear was 6%. Solar generation was 1%.

The peak for the month was 21 January at 7 AM.

Board of Directors

There were no action items.

Information items were the annual debt report, Member Services Advisory Committee one read approval, Member Services Leased Employee Program, rate strategy update and update on Stanton Energy Center plans.

Executive Committee

There were no actions items.

Information items were the annual debit report, Sand Lake Energy Center purchase closing, gas price stability program discussion, and FPL transmission rate filing.

Energy Resources

None



EC 9c– Natural Gas/Power Price Stability Program What-If Scenarios

Executive Committee
February 15, 2024

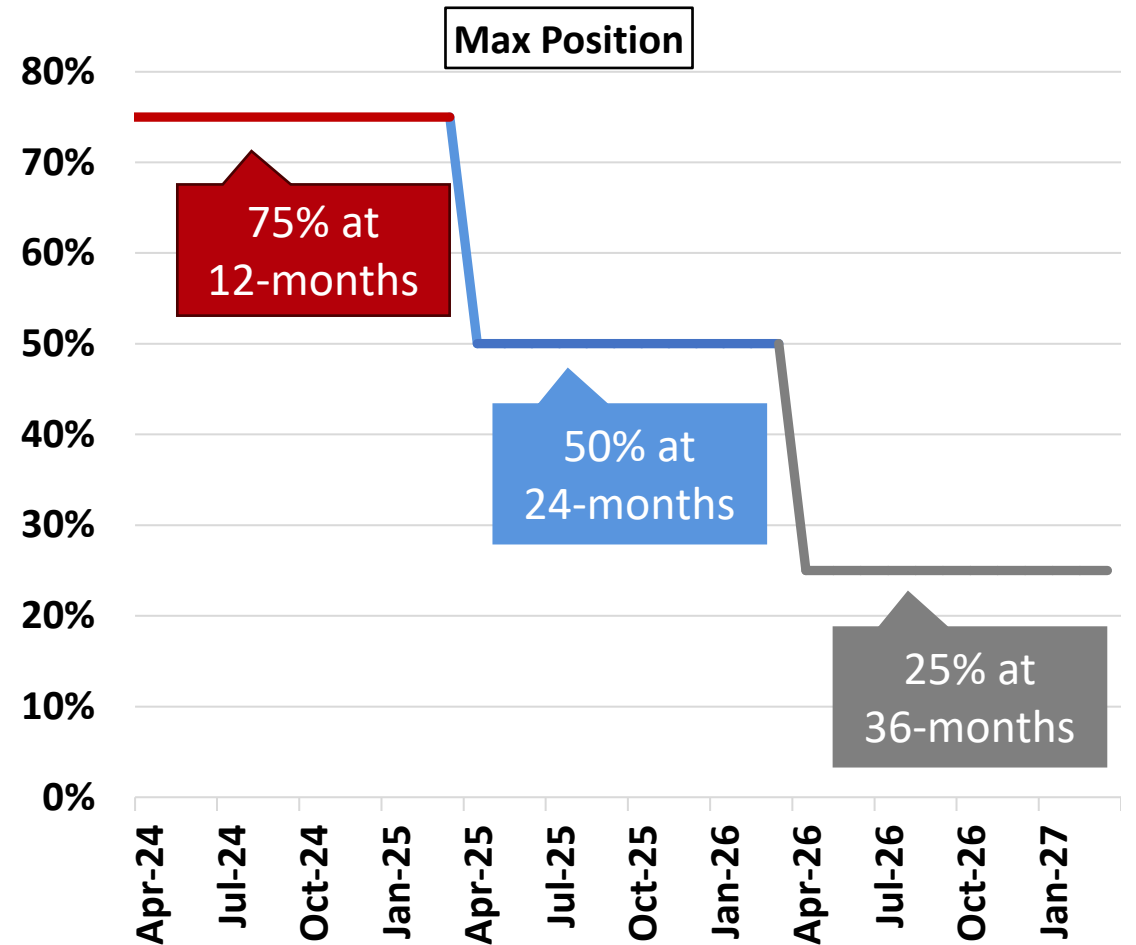
\$70/MWh Cost Target in 2019 Does Not Consider Inflation

- EC set \$70/MWh cost goal in 2019
- Inflation from 2019 through 2023 was ~22% (CPI)
- \$70 in 2019 equivalent to \$85 today
- ARP seeing significant increases in O&M and transmission costs
- With inflation, \$70/MWh no longer a realistic target
- Wholesale power costs in the \$77 – 82/MWh range competitive

Proposed Max Mitigation Position

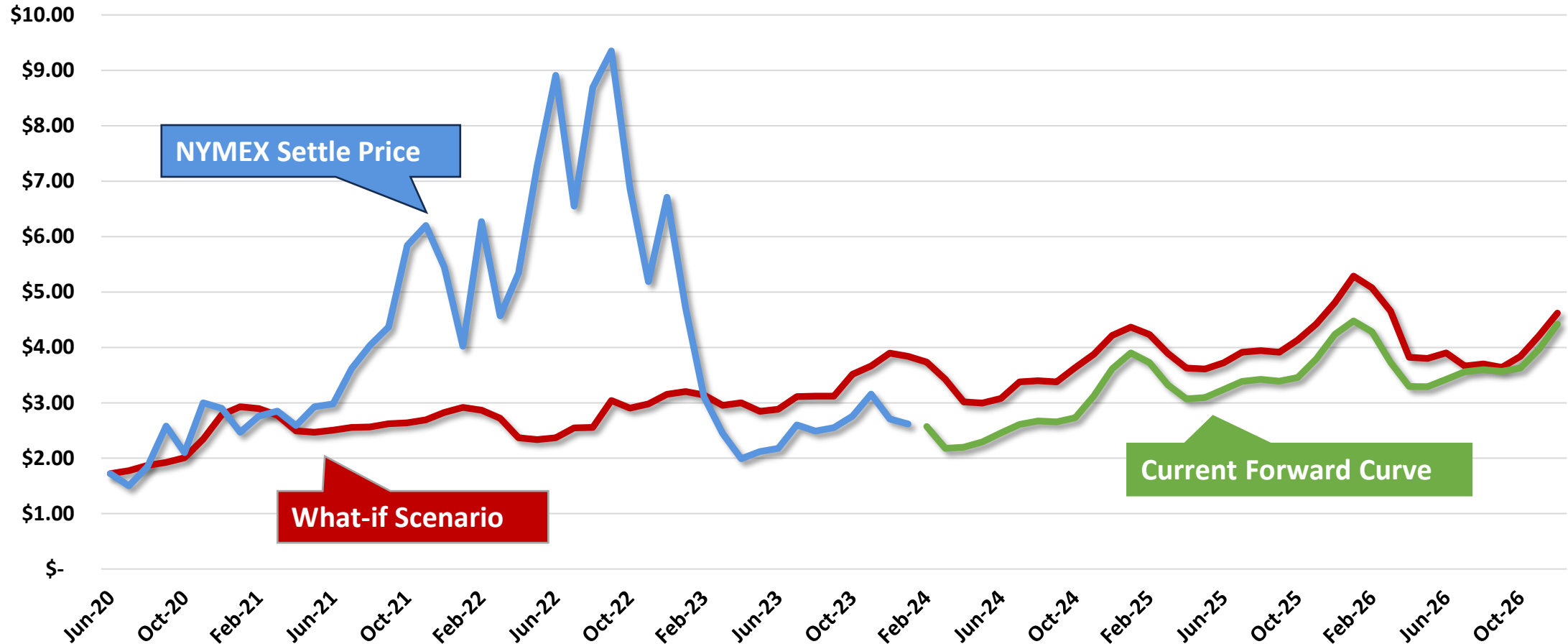
Conservative Percentages

- **Long-Term Vision:**
 - Plan strategically with a focus on a 3-year horizon for robust long-term planning.
- **Structured Cycles:**
 - Implement rolling 12-month cycles for agile and focused management
- **Controlled Implementation:**
 - Each tier considered the maximum mitigated



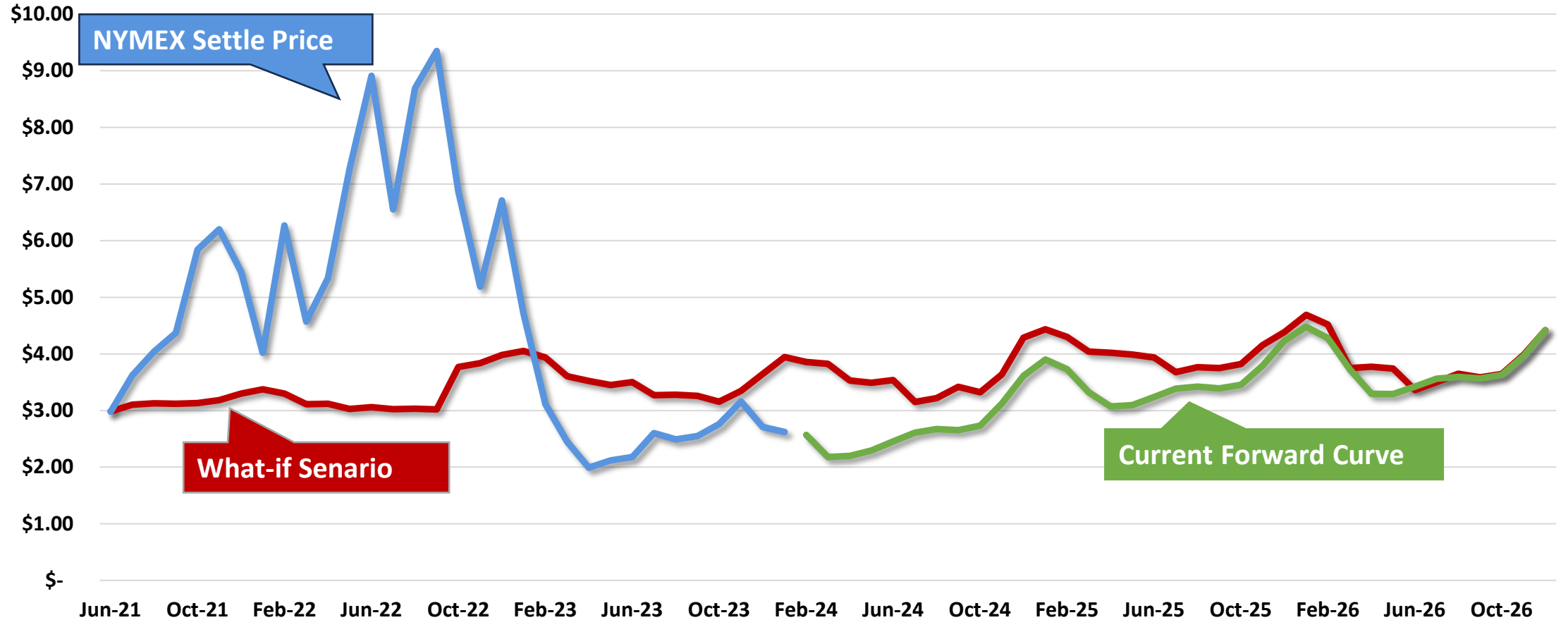
Results of “What-if” Price Stability After Budget Approved

Program Started June 2020 Shows Savings of \$87 Million



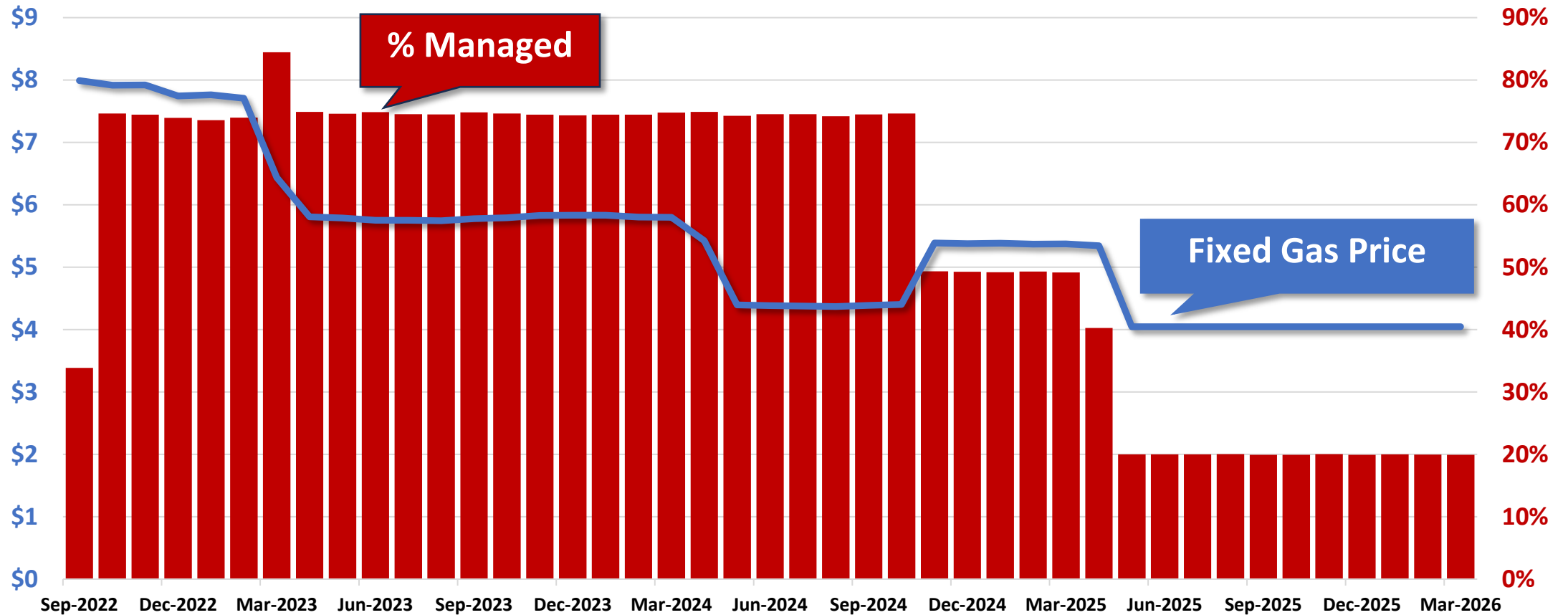
Results of “What-if” Price Stability After Budget Approved

Program Started June 2021 Shows Savings of \$55 Million



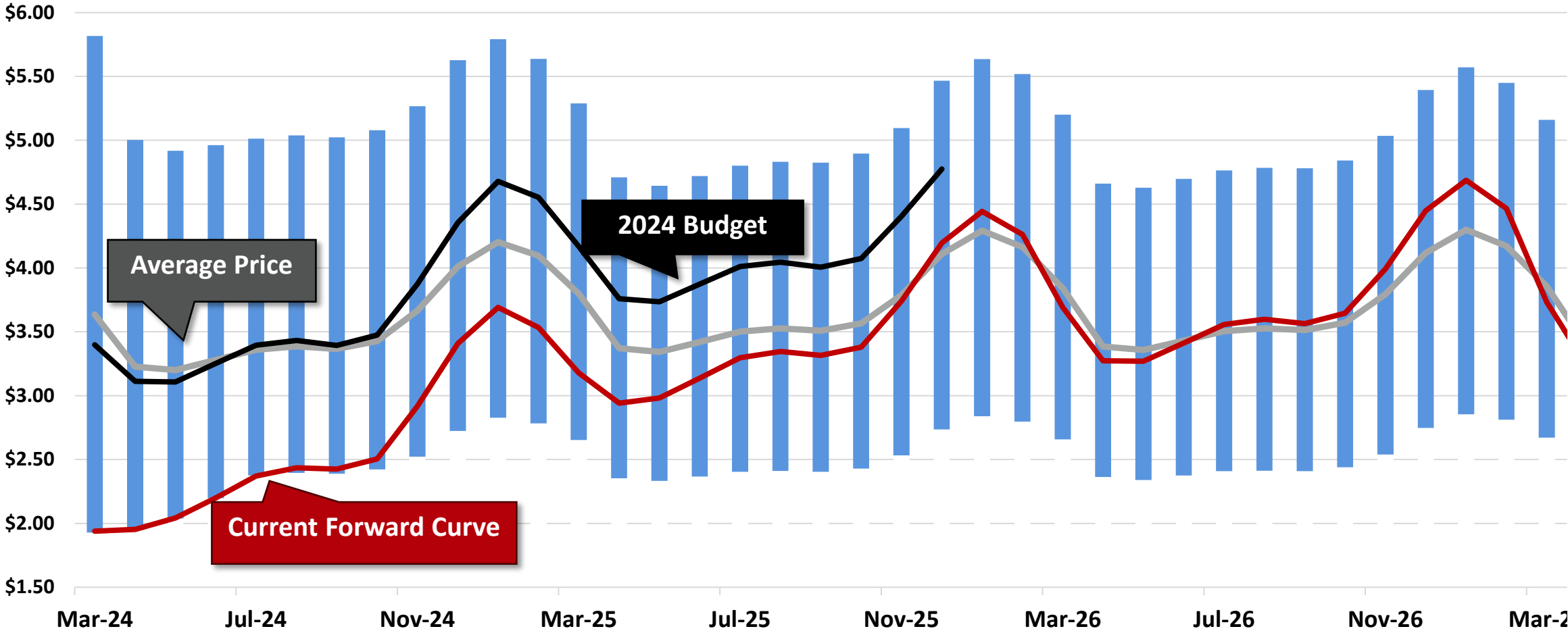
Gas Price Stability Program to date

Premium of \$74M Has Already Been Paid



Short-term Oversupply Drops Prices to Trading Lows

FY 2025 Price Premium Remains



Future Rate Projections

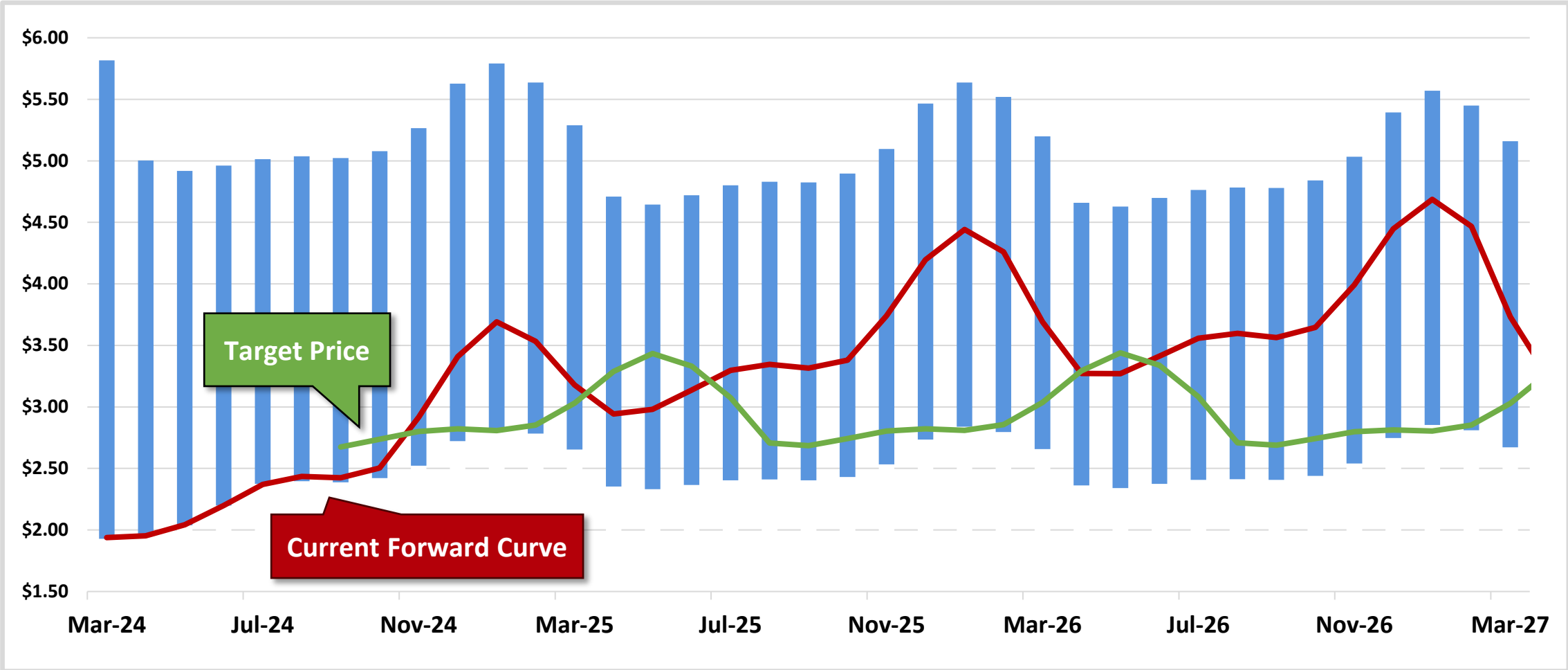
Seasonal overview of pricing affecting rates

| Summer Date Ranges | Current / Target Gas Price (\$/MMBtu) | Rate (\$/MWh) |
|--------------------|---------------------------------------|---------------|
| Apr 24 – Oct 24 | N/A > 75% Fixed | |
| April 25 - Oct 25 | \$3.20 / \$3.33 | \$78.40 |
| April 26 - Oct 26 | \$3.48 / \$3.56 | \$76.90 |

| Winter Date Ranges | Current / Target Gas Price (\$/MMBtu) | Rate (\$/MWh) |
|--------------------|---------------------------------------|---------------|
| Nov 24 - Mar 25 | \$3.35 / \$2.77 | \$82.37 |
| Nov 25 - Mar 26 | \$4.07 / \$3.04 | \$85.00 |
| Nov 26 - Mar 27 | \$4.27 / \$2.80 | \$85.00 |

Target Achievable For Next Summer

Long-Term Market Pricing In LNG Risks





STAFF REPORT

CITY OF GREEN COVE SPRINGS, FLORIDA

TO: City Council Regular Session **MEETING DATE:** March 12, 2024
FROM: L.J. Arnold III, City Attorney
SUBJECT: Second and Final reading of Ordinance No. O-05-2024 which authorizes Magnolia West Community Development District (the “District”) to use special powers for security facilities within their subdivision. *L.J. Arnold III*

BACKGROUND

My office was approached in November 2023, by the District as set forth in the attached letter from their attorney, Kuta Rock LLP, to request the City’s consent for the District to operate certain security facilities with their subdivision. We have also received a follow up letter from the attorney on February 5, 2024, which is attached. Our staff has been copied with all and have no objections to the District’s request. We will need to pass an ordinance to consent to their future actions.

FISCAL IMPACT

None

RECOMMENDATION

Motion to approve Ordinance No. O-05-2024 on second and final reading.

ORDINANCE NO. O-05-2024

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GREEN COVE SPRINGS, FLORIDA, GRANTING CONSENT TO THE MAGNOLIA WEST COMMUNITY DEVELOPMENT DISTRICT'S EXERCISE OF CERTAIN SPECIAL POWERS RELATED TO SECURITY INFRASTRUCTURE PURSUANT TO SECTION 190.012(2)(D), *FLORIDA STATUTES*; AMENDING ORDINANCE NO. O-05-2005 TO INCLUDE THIS CONSENT; PROVIDING FOR CONFLICT, SEVERABILITY, CODIFICATION, AND SETTING AN EFFECTIVE DATE.

WHEREAS, the Magnolia West Community Development District (the "District") was established by Ordinance O-05-2005, on April 12, 2005; and

WHEREAS, pursuant to Section 190.012(2), Florida Statutes (2023), the Board of Supervisors ("Board") of the District has adopted Resolution 2023-06 to request that the City of Green Cove Springs ("City") grant its consent for the District to exercise the special power set forth in Section 190.012(2)(d), Fla. Stat., to plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate, and maintain additional systems and facilities for security facilities including, but not limited to, guardhouses, fences and gates, electronic intrusion-detection systems, and patrol cars, when authorized by proper governmental agencies ("Special Powers"); and

WHEREAS, based upon the materials submitted by the CDD, the City Council finds there is good reason to grant the District's request for Special Powers.

NOW, THEREFORE, BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF GREEN COVE SPRINGS, FLORIDA:

SECTION 1. INCORPORATION OF RECITALS. The above RECITALS are adopted as Findings of Fact in support of this Ordinance.

SECTION 2. GRANT OF CONSENT. Pursuant to the CDD's request for Special Powers and in accordance with Section 190.012(2), Florida Statutes (2023), the City's consent is hereby granted to the CDD to exercise the power to plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate, and maintain additional systems and facilities for security facilities including, but not limited to, guardhouses, fences and gates, electronic intrusion-detection systems, and patrol cars, when authorized by proper governmental agencies, all the foregoing to be exercised only in compliance and consistent with all applicable laws including the City's Comprehensive Plan and City's land development regulations.

SECTION 3. CODIFICATION. It is the intention of the City Council, and it is hereby ordained that the provisions of this Ordinance shall become and be made part of the Code of the City of Green Cove Springs as amended; that the sections of this

Ordinance may be renumbered or re-lettered to accomplish such intention; and that the word “ordinance” may be changed to “section” or other appropriate word.

SECTION 4. AMENDMENT; CONFLICT. This Ordinance amends and supplements Ordinance No. O-05-2005 to the extent that it grants additional Special Power to the District. Any ordinances or parts thereof in conflict with the provisions of this Ordinance are hereby repealed to the extent of such conflict. For avoidance of doubt, the special power of the District with respect to its power to plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate, and maintain additional systems and facilities for parks and facilities for indoor and outdoor recreational, cultural and educational uses, as authorized by Section 190.012(2)(a), Florida Statutes, as amended, and consented to by the City pursuant to Ordinance No. O-05-2005 shall continue to be in full force and effect and not changed by this Ordinance.

SECTION 5. 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 this Ordinance shall not be affected thereby.

SECTION 6. EFFECTIVE DATE. This Ordinance shall become effective immediately upon adoption.

**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 20TH DAY OF FEBRUARY, 2024.**

CITY OF GREEN COVE SPRINGS, FLORIDA

Constance W. Butler, 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 12TH DAY OF
MARCH, 2024.**

CITY OF GREEN COVE SPRINGS, FLORIDA

Constance W. Butler, Mayor

ATTEST:

Erin West, City Clerk

APPROVED AS TO FORM:

L.J. Arnold, III, City Attorney

KUTAKROCK

Kutak Rock LLP
107 West College Avenue, Tallahassee, FL 32301-7707
office 850.692.7300

Michelle K. Rigoni
850.692.7300
michelle.rigoni@kutakrock.com

November 8, 2023

Via Certified U.S. Mail and
Electronic Mail

L.J. Arnold, III
City Attorney
City of Green Cove Springs
P.O. Box 1570
Green Cove Springs, FL 32043

Re: Magnolia West Community Development District - Request for Special Powers

Dear Mr. Arnold,

The Magnolia West Community Development District (the “District”) is a local unit of special-purpose government created and existing pursuant to the Uniform Community Development District Act of 1980, as codified in Chapter 190, *Florida Statutes*. The District is located entirely within the incorporated City of Green Cove Springs, Florida (“City”) and is generally located east and south of County Road 315, north of State Road 16, and west of Highway 17. The District was established effective April 12, 2005, by Ordinance No. O-05-2005 of the City Council of the City, for the purpose of planning, financing, constructing, operating and/or maintaining certain public infrastructure improvements, facilities and services in conjunction with the development of the lands located within the District.

Pursuant to section 190.012(2), *Florida Statutes*, the District must obtain consent from the City to exercise certain special powers. Accordingly, the District’s Board of Supervisors (the “Board”), pursuant to Resolution 2023-06, has directed District staff to request the consent of the City to grant certain special powers to the District so that it may provide security facilities as authorized by section 190.012(2)(d), *Florida Statutes*. A copy of Resolution 2023-06 is enclosed herein for your reference.

Specifically, the District is seeking consent from the City to plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate and maintain additional systems and facilities for security, including, but not limited to, guardhouses, fences and gates, electronic intrusion-detection systems, and patrol cars, when authorized by proper governmental agencies, in accordance with Florida law.

KUTAKROCK

Based on the forgoing, and on behalf of the District's Board, the undersigned respectfully requests that the City grant the powers requested herein at a City meeting mutually agreeable to all parties and convenient for the City. A draft resolution granting these special powers is enclosed for your review and convenience.

If you have any questions or concerns, please do not hesitate to reach out to me. Thank you, and we look forward to working with you.

Respectfully,

KUTAK ROCK LLP


Michelle Rigoni
District Counsel

Enclosures

CC Mike Null, Public Works Director
Michael Daniels, Development Services Director

KUTAKROCK

Kutak Rock LLP
107 West College Avenue, Tallahassee, FL 32301-7707
office 850.692.7300

Michelle K. Rigoni
850.692.7300
michelle.rigoni@kutakrock.com

February 5, 2024

Via Certified U.S. Mail and
Electronic Mail

L.J. Arnold, III
City Attorney
City of Green Cove Springs
P.O. Box 1570
Green Cove Springs, FL 32043

Re: Magnolia West Community Development District - Request for Special Powers

Dear Mr. Arnold,

This letter is being provided to you per your request for supplemental information regarding the Magnolia West Community Development District's (the "District") request for the City of Green Cove Spring's ("City") consent to the District's exercise of security powers pursuant to section 190.012(2), *Florida Statutes*, the original request for which was submitted to you on November 8, 2023 ("Original Request").

Currently, the District does not plan to implement, acquire, install or construct specific security systems and facilities for its property. In the event the Board of Supervisors ("Board") deems necessary, for the health, safety, and welfare of the District and its residents and/or it is in the best interests of the District to implement such security systems, the Board, at such time, may choose to implement security systems and measures as allowed by section 190.012(2), *Florida Statutes*. Therefore, the District's request for the City's consent to the District's future, potential exercise of security powers is merely administrative at this time. Please note that most community development districts established on or after around the time of the District's establishment requested for same consent as a matter of course to give such districts ability to provide security for, at minimum, its assets.

Based on the forgoing, and on behalf of the District's Board, the undersigned respectfully requests that the City consent to the security powers requested at a City meeting mutually agreeable to all parties and convenient for the City. A draft resolution granting these special powers was enclosed with the Original Request.

KUTAKROCK

If you have any questions or concerns, please do not hesitate to reach out to me. Thank you, and we look forward to working with you.

Respectfully,

KUTAK ROCK LLP

Michelle Rigoni
District Counsel

Enclosures

cc by email only to:
Judith Linde, Chairperson
Lesley Gallagher, District Manager

RESOLUTION 2023-06

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE MAGNOLIA WEST COMMUNITY DEVELOPMENT DISTRICT DIRECTING THE CHAIRPERSON AND DISTRICT STAFF TO SUBMIT A REQUEST TO THE CITY OF GREEN COVE SPRINGS, FLORIDA, FOR CONSENT TO EXERCISE SPECIAL POWERS FOR SECURITY; MAKING FINDINGS IN SUPPORT THEREOF; AND PROVIDING AN EFFECTIVE DATE.

RECITALS

WHEREAS, the Magnolia West Community Development District (the “District”) is a local unit of special-purpose government established pursuant to the Uniform Community Development District Act of 1980, as codified in Chapter 190, *Florida Statutes*, and by Ordinance No. O-05-2005, adopted by the City Council of the City of Green Cove Springs, Florida (the “City”), effective April 12, 2005; and

WHEREAS, the District is located within the jurisdiction of the City and all land uses and services planned within the District are not inconsistent with applicable elements or portions of the state comprehensive plan or the local government comprehensive plan; and

WHEREAS, all of the City’s applicable land use, zoning and permitting requirements govern the development of land within the District, including all activities of the District in the provision of its services and facilities; and

WHEREAS, the District is authorized to exercise general powers pursuant to section 190.011, *Florida Statutes*; and

WHEREAS, the District is required to obtain the consent of the local general-purpose government prior to the exercise of powers related to Section 190.012(2), *Florida Statutes*; and

WHEREAS, the District has identified the need for certain security-related improvements and/or services within the boundaries of the District that it wishes to provide; and

WHEREAS, the Board of Supervisors of the District (the “Board”) desires to submit a request to the City Council of the City for consent to the District’s power to plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate, and maintain additional systems and facilities for security, including, but not limited to, guardhouses, fences and gates, electronic intrusion-detection systems, and patrol cars, when authorized by proper governmental agencies as provided in Section 190.012(2)(d), *Florida Statutes* (the “Security Power”).

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE MAGNOLIA WEST COMMUNITY DEVELOPMENT DISTRICT:

SECTION 1. The representations, findings and determinations contained in above Recitals are recognized as true and accurate, and are expressly incorporated herein as a material part of this Resolution.

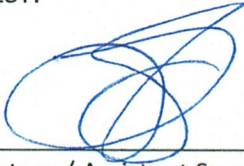
SECTION 2. The District respectfully requests that the City, grant the District the consent required to exercise the Security Power.

SECTION 3. The Board hereby directs the Chairperson and District staff to proceed in an expeditious manner to transmit this Resolution requesting consent to exercise the Security Power authorized in Section 190.012(2)(d), *Florida Statutes*, to the City Council of the City. The Board further authorizes the Chairperson and District staff to take all actions necessary to obtain the authority requested.

SECTION 4. This resolution shall become effective immediately upon its adoption.

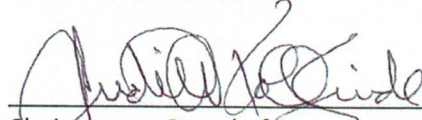
DULY ADOPTED by the Board of Supervisors of the Magnolia West Community Development District on this 1st day of August 2023.

ATTEST:



Secretary / Assistant Secretary

**MAGNOLIA WEST COMMUNITY
DEVELOPMENT DISTRICT**



Chairperson, Board of Supervisors



STAFF REPORT

CITY OF GREEN COVE SPRINGS, FLORIDA

TO: City Council Regular Session **MEETING DATE:** March 12, 2024

FROM: L.J. Arnold III, City Attorney

SUBJECT: Second and Final reading of Ordinance No. O-06-2024 to comply with newly enacted Section 166.041(4), Florida Statutes, requiring a Business Impact Estimate to be prepared and filed on all non-exempt ordinances. *L.J. Arnold III*

BACKGROUND

The Florida Legislature and Governor were busy during this past legislative session enacting more unfunded mandates that translate into more work and additional liability to local governments. Attached find a summary prepared by Rebecca O'Hara, Deputy General Counsel, FLC, of a few of those new laws. The one exception allows us to continue an ordinance without re-notification under certain circumstances. The most onerous change in the law is discussed in Section 3 of Ms. O'Hara's memorandum and is the subject of the ordinance being now presented. The actual text of these laws is attached hereto for your reference. Several examples of a form for the Business Impact Estimate are also attached and can be easily modified by staff.

FISCAL IMPACT

Undetermined at this time, but additional staff time will be required to comply with some of these new laws.

RECOMMENDATION

Motion to approve Ordinance No. O-06-2024 on second and final reading.

ORDINANCE NO. O-06-2024

AN ORDINANCE OF THE CITY OF GREEN COVE SPRINGS, FLORIDA; IMPLEMENTING THE STATE'S STATUTORY MANDATE TO PREPARE BUSINESS IMPACT ESTIMATES PRIOR TO THE ADOPTION OF PROPOSED ORDINANCES PURSUANT TO SECTION 166.041(4), FLORIDA STATUTES; PROVIDING FINDINGS; ADOPTING BUSINESS IMPACT ESTIMATE PROCEDURES, REQUIREMENTS, & EXEMPTIONS; PROVIDING FOR SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

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

SECTION 1. FINDINGS. In adopting this Ordinance, the City Council of the City of Green Cove Springs, Florida (the "City") hereby makes and expresses the following findings, purposes, and intent:

- (1) The City has been conferred broad legislative powers to enact ordinances to perform governmental functions and exercise power to promote the health, welfare, safety, and quality of life of a local government's residents by both the Florida Constitution and the Florida Legislature.
- (2) The procedures for adopting municipal ordinances are set forth in Section 166.041, Florida Statutes.
- (3) The Florida Constitution grants cities broad authority to take actions furthering citizens' health, welfare, safety, and quality of life called "home rule," and this authority includes legislative powers to enact local laws.
- (4) Florida cities have those governmental, corporate, and proprietary powers that enable them to conduct municipal government, perform their functions and provide municipal services, and exercise any power for municipal purposes, except as otherwise provided by law.
- (5) These home rule powers have been liberally construed when reviewed by courts.
- (6) This broad home rule authority is limited by two guideposts: preemption, where a higher level of government such as the State has already legislated on a topic, and standards of reasonableness.
- (7) A municipal ordinance can be declared invalid on the grounds that it is inconsistent with the Florida Constitution or Florida Statutes, and inconsistency may be found where a city ordinance is either preempted by or in conflict with the Florida Constitution or Florida Statutes.

(8) A municipal ordinance can also be declared invalid on the grounds that it is arbitrary or unreasonable, meaning that it has no legitimate governmental interest. However, city ordinances are presumed valid by courts reviewing them, and the burden falls on the challenger to establish the ordinance's arbitrary or unreasonable nature.

(9) Under newly adopted Section 166.041(4), Florida Statutes, municipal ordinances adopted in Florida may be subject to local challenge based upon failure to produce a "business impact estimate."

(10) If a court invalidates an ordinance, this ruling may result in imposition of attorneys' fees against a city if an ordinance is later determined to be arbitrary or unreasonable.

(11) The Florida Legislature also adopted a statutory mandate that cities produce a "business impact estimate" prior to passing an ordinance, subject to certain exemptions and exceptions.

(12) The statute (Chapter 2023-309, Laws of Florida, codified as Section 166.041(4), Florida Statutes) mandates that the estimate must be published on the city's website and include certain information, such as the proposed ordinance's purpose, estimated economic impact on businesses, and compliance costs.

(13) This unfunded state mandate also imposes certain conditions on lawsuits brought by any party to challenge the legal validity of local ordinances as preempted by state law, arbitrary, or unreasonable.

(14) The state has created a number of exemptions for certain specified ordinances, including

- Ordinances required to comply with federal or state laws or regulations
- Ordinances relating to the issuance or refinancing of debt
- Ordinances relating to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget
- Ordinances required to implement a contract or agreement, including grants or financial assistance
- Emergency ordinances
- Ordinances relating to procurement
- Ordinances enacted to Implement: Part II, Ch. 163, including land development regulations, zoning, development orders, development agreements, and development permits; Sections 190.005 and 190.046 (CDDs); the Florida Building Code; the Florida Fire Prevention Code.

(15) The City Council has provided all necessary public notice and held the requisite public hearings and accepted testimony and other competent, substantial evidence from the public for purposes of making these findings and determining to adopt this ordinance.

**SECTION 2. CREATION OF SECTION -15, CODE OF ORDINANCES;
IMPLEMENTATION OF STATUTORY MANDATE TO PERFORM
BUSINESS IMPACT ESTIMATES.**

Section 1-15 of the Code of Ordinances of the City of Green Cove Springs , Florida (hereafter "the Code") is hereby created to read as follows:

"Sec. 1-15. Implementation of Statutory Mandate to Perform Business Impact Estimates. The City Council hereby adopts an ordinance to implement the Florida statutory mandate contained in § 166.041(4), Florida Statutes, to perform business impact estimates prior to the adoption of certain ordinances as specified in the statute. The City Council shall perform a business impact statement in accordance with the requirements of the statute for all ordinances not exempted by §§ 166.041(4)(c) or 166.0411, Florida Statutes, and may in its sole discretion determine to perform a business impact statement for any ordinance that is exempt under the statute. Nothing contained herein is intended to create additional mandates for performing the business impact estimates of exempt ordinances or to waive any exemption. The City hereby authorizes and adopts a pass through charge applicable to any person, firm, entity, or business which requests or sponsors the adoption of an ordinance solely to assess, cover, and collect the fees, deposits, costs, and expenses relating to pertaining to the preparation of the business impact estimate. The City may in its sole discretion waive this pass through charge."

SECTION 3. SEVERABILITY. If any provision or portion of this Ordinance is declared by any court of competent jurisdiction to be void, unconstitutional, or unenforceable, then all remaining provisions and portions of this Ordinance shall remain in full effect.

SECTION 4. CONFLICTS. Should any provision contained in this Ordinance conflict with any prior provision of the Code or any City ordinance, then the provisions of this ordinance shall control.

SECTION 5. EFFECTIVE DATE. This Ordinance shall take effect immediately.

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 20TH DAY OF FEBRUARY 2024.

CITY OF GREEN COVE SPRINGS, FLORIDA

Constance W. Butler, 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 12TH DAY OF
MARCH 2024.**

CITY OF GREEN COVE SPRINGS, FLORIDA

Constance W. Butler, Mayor

ATTEST:

Erin West, City Clerk

APPROVED AS TO FORM:

L. J. Arnold, III, City Attorney

Local Ordinances SB 170
Rebecca O'Hara
Deputy General Counsel, Florida League of Cities
rohara@flcities.com

Section 1 -- Prevailing plaintiff attorney fees authorized (modifies s. 57.112, F.S.)

- I. Courts may award attorney fees, costs, and damages to a prevailing plaintiff who challenges an ordinance for being arbitrary or unreasonable. Fees, costs, and damages are capped at \$50,000.¹ No recovery of fees for litigating amount of fees. No double recoveries for claims involving the same ordinance. This section applies only to ordinances adopted on or after October 1, 2023. Amendments to existing ordinances are subject to this section only to the extent the amendatory language gives rise to the claim.
- Does not change standing requirements for challenging ordinances enacted pursuant to a local government's police powers. *See Boucher v. Novotny*, 102 So. 2d 132, 134-35 (Fla. 1958) (requiring special damages differing in kind from damages suffered by the community as a whole); *Renard v. Dade County*, 261 So. 2d 832 (Fla. 1972); *Jack Eckerd Corp. v. Michels Island Village Pharmacy, Inc.*, 322 So. 2d 57 (Fla. 2d DCA 1975).
 - Does not change the standard of judicial review or burden of proof
 - Ordinances are presumed valid and constitutional. An ordinance that is within the legislative power of a county or municipality is presumed to be valid. *See Panama City Bch. Community Redvmt. Agency v. State*, 831 So. 2d 662, 669 (Fla. 2002); *Orange County v. Costco Wholesale Corp.*, 823 So. 2d 732, 736 (Fla. 2002); *Lowe v. Broward Cty.*, 766 So. 2d 1199, 1203-04 (Fla. 4th DCA 2000). A court is required to indulge every reasonable presumption in favor of an ordinance's constitutionality. *Miami Dade Cty. v. Malibu Lodging Investments, LLC*, 64 So 3d 716, 719 (Fla. 3d DCA 2011); *Hoesch v. Broward Cty.*, 53 So. 3d 1177, 1180 (Fla. 4th DCA 2011); *City of Kissimmee v. Florida Retail Fed'n*, 915 So. 2d 205, 209 (Fla. 5th DCA 2005).
 - Where an ordinance is challenged on the grounds of unreasonableness or unconstitutionality, the burden is on the person alleging its invalidity to establish that fact. *Orange County v. Costco Wholesale Corp.*, 823 So. 2d 732, 736 (Fla. 2002).
 - Fee award is discretionary ("may")
- II. What does "Arbitrary or Unreasonable" mean?

This phrase does not introduce anything new. All ordinances enacted pursuant to an exercise of the police power must be reasonable and not arbitrary. *Classy Cycles, Inc. v. Panama City Beach*, 301 So. 3d 1046, 1051 (Fla. 1st DCA 2019) ("The modern test [of the validity of an ordinance] is an application of the rational basis test, which requires that the ordinance in question be reasonable and not arbitrary."); *Bal Harbour Village v. Welsh*, 879 So. 2d 1265, 1267 (Fla. 3d DCA 2004). Courts use the "fairly debatable" test in determining the reasonableness of an ordinance. *D.R. Horton, Inc.-Jacksonville v. Peyton*, 959 So. 2d 390, 398 (Fla. 1st DCA 2007); *Martin County v. Section 28 Partnership, Ltd.*, 772 So. 2d 616, 619 (Fla. 4th DCA 2000), *cert.*

¹ This \$50,000 cap is also found in Section 120.57(3), F.S., relating to challenges to state agency rules.

denied, 534 U.S. 1114 (2002). This is a highly deferential standard because citizens of a municipality should be able to determine through the city's proper officials "what rules are necessary for their own local government." *State v. Sawyer*, 346 So. 2d 1071, 1072 (Fla. 3d DCA 1977), *cert. denied*, 436 U.S. 914 (1978); *Sarasota County v. Walker*, 144 So. 2d 345, 348 (Fla. 2d DCA 1962). If the object of an ordinance is one that reasonable people would find fairly debatable as to its reasonableness, the ordinance will be upheld. *Id.*; *Hardage v. City of Jacksonville Beach*, 399 So. 2d 1077, 1079 (Fla. 1st DCA 1981). The Florida Supreme Court has said:

Where an ordinance is within the police power of the municipality to enact it is presumed to be reasonable, unless its unreasonable character appears on its face. And when the authority to enact the ordinance does fairly appear, wide latitude is allowed in its exercise, where it does not appear there has been, in action taken, an abuse of authority or a violation of organic or fundamental rights. If reasonable argument exists on the question of whether an ordinance is arbitrary or unreasonable, the legislative will must prevail.

City of Miami v. Kayfetz, 92 So. 2d 798 (Fla. 1957) (citations omitted).

Sections 2 (counties) & 5 (municipalities) -- Continuance of properly noticed ordinance to a subsequent meeting

Creates a new subsection 7 in s. 125.66 and new paragraph (d) in subsection 166.041(3), F.S., to clarify that consideration of a proposed ordinance at a meeting properly noticed under section 125.66 and subsection 166.041 may be continued to a subsequent meeting if, at the meeting, the date, time, and place of the subsequent meeting is publicly stated. No further publication, mailing, or posted notice is required but the continued consideration must be listed in an agenda or similar communication produced for the subsequent meeting. The bill specifies this clarification is remedial in nature. This revision was prompted by a recent decision by the Fourth District Court of Appeal in *Testa v. Town of Jupiter Island*, 2023 WL 1808293 (Fla. 4th DCA Feb. 8, 2023).

Sections 3 (counties) & 6 (municipalities) -- Requires counties and municipalities to prepare a "Business Impact Estimate" prior to enacting certain ordinances

- I. Requires cities and counties to prepare a "business impact estimate" before adoption of an ordinance. The use of an accountant or other financial professional is not required. The estimate must be posted on the local government's website no later than the date the ordinance is published. The estimate must include:
 - A summary of ordinance and its public purpose;
 - A reasonable estimate of the direct economic impact of ordinance on private, for-profit businesses in the local government, including any direct compliance costs the businesses may incur;
 - Identification of any new charge or fee on the businesses;
 - An estimate of the local government's regulatory costs including any revenues associated with any new charges or fees;
 - The estimated number of businesses impacted; and
 - Any additional information the local government deems useful.

II. Exemptions:

- Ordinances required to comply with federal or state laws or regulations
- Ordinances relating to the issuance or refinancing of debt
- Ordinances relating to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget
- Ordinances required to implement a contract or agreement, including grants or financial assistance
- Emergency ordinances
- Ordinances relating to procurement
- Ordinances enacted to implement: Part II, Ch. 163, including land development regulations, zoning, development orders, development agreements, and development permits; Sections 190.005 and 190.046 (CDDs); the Florida Building Code; the Florida Fire Prevention Code.

III. How onerous is this new requirement?

The bill does not provide a mechanism for any person to challenge the sufficiency of the business impact estimate. The bill uses the term “reasonable” as a modifier in several places, suggesting the local government simply make a reasonable effort to address the law’s minimum criteria.

IV. Are there consequences for failing to prepare the business impact estimate?

The bill does not specify consequences for failure to prepare the estimate. The requirement to prepare the estimate is established as a new Paragraph (4) in section 166.041 -- Procedures for adoption of ordinances and resolutions, and Paragraph (3) in section 125.66 - - Ordinances; enactment procedure. Thus, preparation and posting of the business impact estimate should be treated as a mandatory procedural requirement that is essential to the validity of the ordinance. *See Parsons v. City of Jacksonville*, 295 So. 2d 892 (Fla. 1st DCA 2020); *Coleman v. City of Key West*, 807 So. 2d 84 (Fla. 3d DCA 2001); *Healthsouth Doctors’ Hospital, Inc. v. Hartnett*, 622 So. 2d 146 (Fla. 3d DCA 1993).

V. Are there any examples of a business impact estimate?

The bill does not require use of a specific form or method (other than stating minimum requirements to be included) and it does not specify the level of detail that must be provided for each criterion. Also, the bill does not prevent local governments from providing additional information in the business impact estimate, such as potential positive fiscal impacts on other constituent groups. The attached examples show how other governmental entities approach similar requirements, such as the Florida Legislature (Attachment A), the State of Nevada and its municipalities (Attachment B), and Florida state agencies (Attachment C).

Sections 4 (counties) and 7 (municipalities) – Suspension of ordinance enforcement

- I. The local government must suspend enforcement of an ordinance that is the subject of an action alleging the ordinance is expressly preempted, arbitrary, or unreasonable if:
 - The action is filed no later than 90 days after ordinance adoption;
 - The plaintiff requests suspension in the initial complaint or petition; and
 - The local government has been served a copy of the complaint or petition.

- II. If the local government prevails in the action and the plaintiff appeals, the local government may begin enforcing the ordinance 45 days after entry of the lower court order unless the plaintiff obtains a stay.

- III. Directs courts to “prioritize” cases in which ordinance enforcement has been suspended.

- IV. Authorizes a court, on its own or upon motion of a party, to impose sanctions if a pleading, motion, or other paper is signed or filed for an improper purpose.

- V. Exemptions:
 - Ordinances required to comply with federal or state laws or regulations
 - Ordinances relating to the issuance or refinancing of debt
 - Ordinances relating to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget
 - Ordinances required to implement a contract or agreement, including grants or financial assistance
 - Emergency ordinances
 - Ordinances relating to procurement
 - Ordinances enacted to implement: Part II, Ch. 163, including land development regulations, zoning, development orders, development agreements, and development permits; Sections 190.005 and 190.046 (CDDs); the Florida Building Code; the Florida Fire Prevention Code.

Effective date: October 1, 2023.

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An act relating to local ordinances; amending s. 57.112, F.S.; authorizing courts to assess and award reasonable attorney fees and costs and damages in certain civil actions filed against local governments; specifying a limitation on awards and a restriction on fees and costs of certain litigation; providing construction and applicability; amending s. 125.66, F.S.; providing certain procedures for continued meetings on proposed ordinances and resolutions for counties; providing for construction and retroactive application; requiring a board of county commissioners to prepare or cause to be prepared a business impact estimate before the enactment of a proposed ordinance; specifying requirements for the posting and content of the estimate; providing construction and applicability; creating s. 125.675, F.S.; requiring a county to suspend enforcement of an ordinance that is the subject of a certain legal action if certain conditions are met; authorizing a prevailing county to enforce the ordinance after a specified period, except under certain circumstances; requiring courts to give priority to certain cases; providing construction relating to an attorney's or a party's signature; requiring a court to impose sanctions under certain circumstances; providing applicability; authorizing courts to award attorney fees and costs and damages if certain conditions are met; amending s. 166.041, F.S.; providing certain procedures for continued meetings on

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30 proposed ordinances for municipalities; providing for
31 construction and retroactive application; requiring a
32 governing body of a municipality to prepare or cause
33 to be prepared a business impact estimate before the
34 enactment of a proposed ordinance; specifying
35 requirements for the posting and content of the
36 estimate; providing construction and applicability;
37 creating s. 166.0411, F.S.; requiring a municipality
38 to suspend enforcement of an ordinance that is the
39 subject of a certain legal action if certain
40 conditions are met; authorizing a prevailing
41 municipality to enforce the ordinance after a
42 specified period, except under certain circumstances;
43 requiring courts to give priority to certain cases;
44 providing construction relating to an attorney's or a
45 party's signature; requiring a court to impose
46 sanctions under certain circumstances; providing
47 applicability; authorizing courts to award attorney
48 fees and costs and damages if certain conditions are
49 met; amending ss. 163.2517, 163.3181, 163.3215,
50 376.80, 497.270, 562.45, and 847.0134, F.S.;

51 conforming cross-references and making technical
52 changes; providing a declaration of important state
53 interest; providing effective dates.

54
55 Be It Enacted by the Legislature of the State of Florida:

56
57 Section 1. Section 57.112, Florida Statutes, is amended to
58 read:

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59 57.112 Attorney fees and costs and damages; arbitrary,
60 unreasonable, or expressly preempted local ordinances actions.-

61 (1) As used in this section, the term "attorney fees and
62 costs" means the reasonable and necessary attorney fees and
63 costs incurred for all preparations, motions, hearings, trials,
64 and appeals in a proceeding.

65 (2) If a civil action is filed against a local government
66 to challenge the adoption or enforcement of a local ordinance on
67 the grounds that it is expressly preempted by the State
68 Constitution or by state law, the court shall assess and award
69 reasonable attorney fees and costs and damages to the prevailing
70 party.

71 (3) If a civil action is filed against a local government
72 to challenge the adoption of a local ordinance on the grounds
73 that the ordinance is arbitrary or unreasonable, the court may
74 assess and award reasonable attorney fees and costs and damages
75 to a prevailing plaintiff. An award of reasonable attorney fees
76 or costs and damages pursuant to this subsection may not exceed
77 \$50,000. In addition, a prevailing plaintiff may not recover any
78 attorney fees or costs directly incurred by or associated with
79 litigation to determine an award of reasonable attorney fees or
80 costs.

81 (4) Attorney fees and costs and damages may not be awarded
82 pursuant to this section if:

83 (a) The governing body of a local governmental entity
84 receives written notice that an ordinance that has been publicly
85 noticed or adopted is expressly preempted by the State
86 Constitution or state law or is arbitrary or unreasonable; and

87 (b) The governing body of the local governmental entity

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88 withdraws the proposed ordinance within 30 days; or, in the case
89 of an adopted ordinance, the governing body of a local
90 government notices an intent to repeal the ordinance within 30
91 days after ~~of~~ receipt of the notice and repeals the ordinance
92 within 30 days thereafter.

93 (5)-(4) The provisions in this section are supplemental to
94 all other sanctions or remedies available under law or court
95 rule. However, this section may not be construed to authorize
96 double recovery if an affected person prevails on a claim
97 brought against a local government pursuant to other applicable
98 law involving the same ordinance, operative acts, or
99 transactions.

100 (6)-(5) This section does not apply to local ordinances
101 adopted pursuant to part II of chapter 163, s. 553.73, or s.
102 633.202.

103 (7) (a)-(6) Except as provided in paragraph (b), this section
104 is intended to be prospective in nature and applies ~~shall apply~~
105 only to cases commenced on or after July 1, 2019.

106 (b) The amendments to this section effective October 1,
107 2023, are prospective in nature and apply only to ordinances
108 adopted on or after October 1, 2023.

109 (c) An amendment to an ordinance enacted after October 1,
110 2023, gives rise to a claim under this section only to the
111 extent that the application of the amendatory language is the
112 cause of the claim apart from the ordinance being amended.

113 Section 2. Effective upon becoming a law, subsection (7) is
114 added to section 125.66, Florida Statutes, to read:

115 125.66 Ordinances; enactment procedure; emergency
116 ordinances; rezoning or change of land use ordinances or

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117 resolutions.—

118 (7) Consideration of the proposed county ordinance or
119 county resolution at a properly noticed meeting may be continued
120 to a subsequent meeting if, at the scheduled meeting, the date,
121 time, and place of the subsequent meeting is publicly stated. No
122 further publication, mailing, or posted notice as required under
123 this section is required, except that the continued
124 consideration must be listed in an agenda or similar
125 communication produced for the subsequent meeting. This
126 subsection is remedial in nature, is intended to clarify
127 existing law, and shall apply retroactively.

128 Section 3. Present subsections (3) through (7) of section
129 125.66, Florida Statutes, as amended by this act, are
130 redesignated as subsections (4) through (8), respectively, a new
131 subsection (3) is added to that section, and paragraph (a) of
132 subsection (2) of that section is amended, to read:

133 125.66 Ordinances; enactment procedure; emergency
134 ordinances; rezoning or change of land use ordinances or
135 resolutions.—

136 (2) (a) The regular enactment procedure is ~~shall be~~ as
137 follows: The board of county commissioners at any regular or
138 special meeting may enact or amend any ordinance, except as
139 provided in subsection (5) ~~(4)~~, if notice of intent to consider
140 such ordinance is given at least 10 days before such meeting by
141 publication as provided in chapter 50. A copy of such notice
142 must ~~shall~~ be kept available for public inspection during the
143 regular business hours of the office of the clerk of the board
144 of county commissioners. The notice of proposed enactment must
145 ~~shall~~ state the date, time, and place of the meeting; the title

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146 or titles of proposed ordinances; and the place or places within
147 the county where such proposed ordinances may be inspected by
148 the public. The notice must ~~shall~~ also advise that interested
149 parties may appear at the meeting and be heard with respect to
150 the proposed ordinance.

151 (3) (a) Before the enactment of a proposed ordinance, the
152 board of county commissioners shall prepare or cause to be
153 prepared a business impact estimate in accordance with this
154 subsection. The business impact estimate must be posted on the
155 county's website no later than the date the notice of proposed
156 enactment is published pursuant to paragraph (2) (a) and must
157 include all of the following:

158 1. A summary of the proposed ordinance, including a
159 statement of the public purpose to be served by the proposed
160 ordinance, such as serving the public health, safety, morals,
161 and welfare of the county.

162 2. An estimate of the direct economic impact of the
163 proposed ordinance on private, for-profit businesses in the
164 county, including the following, if any:

165 a. An estimate of direct compliance costs that businesses
166 may reasonably incur if the ordinance is enacted.

167 b. Identification of any new charge or fee on businesses
168 subject to the proposed ordinance or for which businesses will
169 be financially responsible.

170 c. An estimate of the county's regulatory costs, including
171 an estimate of revenues from any new charges or fees that will
172 be imposed on businesses to cover such costs.

173 3. A good faith estimate of the number of businesses likely
174 to be impacted by the ordinance.

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175 4. Any additional information the board determines may be
176 useful.

177 (b) This subsection may not be construed to require a
178 county to procure an accountant or other financial consultant to
179 prepare the business impact estimate required by this
180 subsection.

181 (c) This subsection does not apply to:

182 1. Ordinances required for compliance with federal or state
183 law or regulation;

184 2. Ordinances relating to the issuance or refinancing of
185 debt;

186 3. Ordinances relating to the adoption of budgets or budget
187 amendments, including revenue sources necessary to fund the
188 budget;

189 4. Ordinances required to implement a contract or an
190 agreement, including, but not limited to, any federal, state,
191 local, or private grant, or other financial assistance accepted
192 by a county government;

193 5. Emergency ordinances;

194 6. Ordinances relating to procurement; or

195 7. Ordinances enacted to implement the following:

196 a. Part II of chapter 163, relating to growth policy,
197 county and municipal planning, and land development regulation,
198 including zoning, development orders, development agreements,
199 and development permits;

200 b. Sections 190.005 and 190.046;

201 c. Section 553.73, relating to the Florida Building Code;

202 or

203 d. Section 633.202, relating to the Florida Fire Prevention

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204 Code.

205 Section 4. Section 125.675, Florida Statutes, is created to
206 read:

207 125.675 Legal challenges to certain recently enacted
208 ordinances.—

209 (1) A county must suspend enforcement of an ordinance that
210 is the subject of an action challenging the ordinance’s validity
211 on the grounds that it is expressly preempted by the State
212 Constitution or by state law or is arbitrary or unreasonable if:

213 (a) The action was filed with the court no later than 90
214 days after the adoption of the ordinance;

215 (b) The plaintiff requests suspension in the initial
216 complaint or petition, citing this section; and

217 (c) The county has been served with a copy of the complaint
218 or petition.

219 (2) When the plaintiff appeals a final judgment finding
220 that an ordinance is valid and enforceable, the county may
221 enforce the ordinance 45 days after the entry of the order
222 unless the plaintiff obtains a stay of the lower court’s order.

223 (3) The court shall give cases in which the enforcement of
224 an ordinance is suspended under this section priority over other
225 pending cases and shall render a preliminary or final decision
226 on the validity of the ordinance as expeditiously as possible.

227 (4) The signature of an attorney or a party constitutes a
228 certificate that he or she has read the pleading, motion, or
229 other paper and that, to the best of his or her knowledge,
230 information, and belief formed after reasonable inquiry, it is
231 not interposed for any improper purpose, such as to harass or to
232 cause unnecessary delay, or for economic advantage, competitive

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233 reasons, or frivolous purposes or needless increase in the cost
234 of litigation. If a pleading, motion, or other paper is signed
235 in violation of these requirements, the court, upon its own
236 initiative or upon favorably ruling on a party's motion for
237 sanctions, must impose upon the person who signed it, a
238 represented party, or both, an appropriate sanction, which may
239 include an order to pay to the other party or parties the amount
240 of reasonable expenses incurred because of the filing of the
241 pleading, motion, or other paper, including reasonable attorney
242 fees.

243 (5) This section does not apply to:

244 (a) Ordinances required for compliance with federal or
245 state law or regulation;

246 (b) Ordinances relating to the issuance or refinancing of
247 debt;

248 (c) Ordinances relating to the adoption of budgets or
249 budget amendments, including revenue sources necessary to fund
250 the budget;

251 (d) Ordinances required to implement a contract or an
252 agreement, including, but not limited to, any federal, state,
253 local, or private grant, or other financial assistance accepted
254 by a county government;

255 (e) Emergency ordinances;

256 (f) Ordinances relating to procurement; or

257 (g) Ordinances enacted to implement the following:

258 1. Part II of chapter 163, relating to growth policy,
259 county and municipal planning, and land development regulation,
260 including zoning, development orders, development agreements,
261 and development permits;

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- 262 2. Sections 190.005 and 190.046;
- 263 3. Section 553.73, relating to the Florida Building Code;
- 264 or
- 265 4. Section 633.202, relating to the Florida Fire Prevention
- 266 Code.

267 (6) The court may award attorney fees and costs and damages
 268 as provided in s. 57.112.

269 Section 5. Effective upon becoming a law, paragraph (d) is
 270 added to subsection (3) of section 166.041, Florida Statutes,
 271 and paragraph (a) of that subsection is amended, to read:

272 166.041 Procedures for adoption of ordinances and
 273 resolutions.—

274 (3) (a) Except as provided in ~~paragraphs~~ paragraph (c) and
 275 (d), a proposed ordinance may be read by title, or in full, on
 276 at least 2 separate days and shall, at least 10 days prior to
 277 adoption, be noticed once in a newspaper of general circulation
 278 in the municipality. The notice of proposed enactment shall
 279 state the date, time, and place of the meeting; the title or
 280 titles of proposed ordinances; and the place or places within
 281 the municipality where such proposed ordinances may be inspected
 282 by the public. The notice shall also advise that interested
 283 parties may appear at the meeting and be heard with respect to
 284 the proposed ordinance.

285 (d) Consideration of the proposed municipal ordinance at a
 286 meeting properly noticed pursuant to this subsection may be
 287 continued to a subsequent meeting if, at the meeting, the date,
 288 time, and place of the subsequent meeting is publicly stated. No
 289 further publication, mailing, or posted notice as required under
 290 this subsection is required, except that the continued

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291 consideration must be listed in an agenda or similar
292 communication produced for the subsequent meeting. This
293 paragraph is remedial in nature, is intended to clarify existing
294 law, and shall apply retroactively.

295 Section 6. Present subsections (4) through (8) of section
296 166.041, Florida Statutes, are redesignated as subsections (5)
297 through (9), respectively, and a new subsection (4) is added to
298 that section, to read:

299 166.041 Procedures for adoption of ordinances and
300 resolutions.-

301 (4) (a) Before the enactment of a proposed ordinance, the
302 governing body of a municipality shall prepare or cause to be
303 prepared a business impact estimate in accordance with this
304 subsection. The business impact estimate must be posted on the
305 municipality's website no later than the date the notice of
306 proposed enactment is published pursuant to paragraph (3) (a) and
307 must include all of the following:

308 1. A summary of the proposed ordinance, including a
309 statement of the public purpose to be served by the proposed
310 ordinance, such as serving the public health, safety, morals,
311 and welfare of the municipality.

312 2. An estimate of the direct economic impact of the
313 proposed ordinance on private, for-profit businesses in the
314 municipality, including the following, if any:

315 a. An estimate of direct compliance costs that businesses
316 may reasonably incur if the ordinance is enacted;

317 b. Identification of any new charge or fee on businesses
318 subject to the proposed ordinance, or for which businesses will
319 be financially responsible; and

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320 c. An estimate of the municipality's regulatory costs,
 321 including an estimate of revenues from any new charges or fees
 322 that will be imposed on businesses to cover such costs.

323 3. A good faith estimate of the number of businesses likely
 324 to be impacted by the ordinance.

325 4. Any additional information the governing body determines
 326 may be useful.

327 (b) This subsection may not be construed to require a
 328 municipality to procure an accountant or other financial
 329 consultant to prepare the business impact estimate required by
 330 this subsection.

331 (c) This subsection does not apply to:

332 1. Ordinances required for compliance with federal or state
 333 law or regulation;

334 2. Ordinances relating to the issuance or refinancing of
 335 debt;

336 3. Ordinances relating to the adoption of budgets or budget
 337 amendments, including revenue sources necessary to fund the
 338 budget;

339 4. Ordinances required to implement a contract or an
 340 agreement, including, but not limited to, any federal, state,
 341 local, or private grant, or other financial assistance accepted
 342 by a municipal government;

343 5. Emergency ordinances;

344 6. Ordinances relating to procurement; or

345 7. Ordinances enacted to implement the following:

346 a. Part II of chapter 163, relating to growth policy,
 347 county and municipal planning, and land development regulation,
 348 including zoning, development orders, development agreements,

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349 and development permits;

350 b. Sections 190.005 and 190.046;

351 c. Section 553.73, relating to the Florida Building Code;

352 or

353 d. Section 633.202, relating to the Florida Fire Prevention
354 Code.

355 Section 7. Section 166.0411, Florida Statutes, is created
356 to read:

357 166.0411 Legal challenges to certain recently enacted
358 ordinances.—

359 (1) A municipality must suspend enforcement of an ordinance
360 that is the subject of an action challenging the ordinance's
361 validity on the grounds that it is expressly preempted by the
362 State Constitution or by state law or is arbitrary or
363 unreasonable if:

364 (a) The action was filed with the court no later than 90
365 days after the adoption of the ordinance;

366 (b) The plaintiff requests suspension in the initial
367 complaint or petition, citing this section; and

368 (c) The municipality has been served with a copy of the
369 complaint or petition.

370 (2) When the plaintiff appeals a final judgment finding
371 that an ordinance is valid and enforceable, the municipality may
372 enforce the ordinance 45 days after the entry of the order
373 unless the plaintiff obtains a stay of the lower court's order.

374 (3) The court shall give cases in which the enforcement of
375 an ordinance is suspended under this section priority over other
376 pending cases and shall render a preliminary or final decision
377 on the validity of the ordinance as expeditiously as possible.

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378 (4) The signature of an attorney or a party constitutes a
 379 certificate that he or she has read the pleading, motion, or
 380 other paper and that, to the best of his or her knowledge,
 381 information, and belief formed after reasonable inquiry, it is
 382 not interposed for any improper purpose, such as to harass or to
 383 cause unnecessary delay, or for economic advantage, competitive
 384 reasons, or frivolous purposes or needless increase in the cost
 385 of litigation. If a pleading, motion, or other paper is signed
 386 in violation of these requirements, the court, upon its own
 387 initiative or upon favorably ruling on a party's motion for
 388 sanctions, must impose upon the person who signed it, a
 389 represented party, or both, an appropriate sanction, which may
 390 include an order to pay to the other party or parties the amount
 391 of reasonable expenses incurred because of the filing of the
 392 pleading, motion, or other paper, including reasonable attorney
 393 fees.

394 (5) This section does not apply to:

395 (a) Ordinances required for compliance with federal or
 396 state law or regulation;

397 (b) Ordinances relating to the issuance or refinancing of
 398 debt;

399 (c) Ordinances relating to the adoption of budgets or
 400 budget amendments, including revenue sources necessary to fund
 401 the budget;

402 (d) Ordinances required to implement a contract or an
 403 agreement, including, but not limited to, any federal, state,
 404 local, or private grant, or other financial assistance accepted
 405 by a municipal government;

406 (e) Emergency ordinances;

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- 407 (f) Ordinances relating to procurement; or
408 (g) Ordinances enacted to implement the following:
409 1. Part II of chapter 163, relating to growth policy,
410 county and municipal planning, and land development regulation,
411 including zoning, development orders, development agreements,
412 and development permits;
413 2. Sections 190.005 and 190.046;
414 3. Section 553.73, relating to the Florida Building Code;
415 or
416 4. Section 633.202, relating to the Florida Fire Prevention
417 Code.
418 (6) The court may award attorney fees and costs and damages
419 as provided in s. 57.112.

420 Section 8. Subsection (5) of section 163.2517, Florida
421 Statutes, is amended to read:

422 163.2517 Designation of urban infill and redevelopment
423 area.—

424 (5) After the preparation of an urban infill and
425 redevelopment plan or designation of an existing plan, the local
426 government shall adopt the plan by ordinance. Notice for the
427 public hearing on the ordinance must be in the form established
428 in s. 166.041(3)(c)2. for municipalities, and s. 125.66(5)(b)2.
429 ~~s. 125.66(4)(b)2.~~ for counties.

430 Section 9. Paragraph (a) of subsection (3) of section
431 163.3181, Florida Statutes, is amended to read:

432 163.3181 Public participation in the comprehensive planning
433 process; intent; alternative dispute resolution.—

434 (3) A local government considering undertaking a publicly
435 financed capital improvement project may elect to use the

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436 procedures set forth in this subsection for the purpose of
 437 allowing public participation in the decision and resolution of
 438 disputes. For purposes of this subsection, a publicly financed
 439 capital improvement project is a physical structure or
 440 structures, the funding for construction, operation, and
 441 maintenance of which is financed entirely from public funds.

442 (a) Before ~~Prior to~~ the date of a public hearing on the
 443 decision on whether to proceed with the proposed project, the
 444 local government shall publish public notice of its intent to
 445 decide the issue according to the notice procedures described by
 446 s. 125.66(5)(b)2. ~~s. 125.66(4)(b)2.~~ for a county or s.
 447 166.041(3)(c)2.b. for a municipality.

448 Section 10. Paragraph (a) of subsection (4) of section
 449 163.3215, Florida Statutes, is amended to read:

450 163.3215 Standing to enforce local comprehensive plans
 451 through development orders.—

452 (4) If a local government elects to adopt or has adopted an
 453 ordinance establishing, at a minimum, the requirements listed in
 454 this subsection, the sole method by which an aggrieved and
 455 adversely affected party may challenge any decision of local
 456 government granting or denying an application for a development
 457 order, as defined in s. 163.3164, which materially alters the
 458 use or density or intensity of use on a particular piece of
 459 property, on the basis that it is not consistent with the
 460 comprehensive plan adopted under this part, is by an appeal
 461 filed by a petition for writ of certiorari filed in circuit
 462 court no later than 30 days following rendition of a development
 463 order or other written decision of the local government, or when
 464 all local administrative appeals, if any, are exhausted,

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465 whichever occurs later. An action for injunctive or other relief
466 may be joined with the petition for certiorari. Principles of
467 judicial or administrative res judicata and collateral estoppel
468 apply to these proceedings. Minimum components of the local
469 process are as follows:

470 (a) The local process must make provision for notice of an
471 application for a development order that materially alters the
472 use or density or intensity of use on a particular piece of
473 property, including notice by publication or mailed notice
474 consistent with the provisions of ss. 125.66(5)(b)2. and 3. and
475 166.041(3)(c)2.b. and c. ss. ~~125.66(4)(b)2. and 3. and~~
476 ~~166.041(3)(c)2.b. and c.~~, and must require prominent posting at
477 the job site. The notice must be given within 10 days after the
478 filing of an application for a development order; however,
479 notice under this subsection is not required for an application
480 for a building permit or any other official action of local
481 government which does not materially alter the use or density or
482 intensity of use on a particular piece of property. The notice
483 must clearly delineate that an aggrieved or adversely affected
484 person has the right to request a quasi-judicial hearing before
485 the local government for which the application is made, must
486 explain the conditions precedent to the appeal of any
487 development order ultimately rendered upon the application, and
488 must specify the location where written procedures can be
489 obtained that describe the process, including how to initiate
490 the quasi-judicial process, the timeframes for initiating the
491 process, and the location of the hearing. The process may
492 include an opportunity for an alternative dispute resolution.

493 Section 11. Paragraph (c) of subsection (1) of section

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494 376.80, Florida Statutes, is amended to read:

495 376.80 Brownfield program administration process.—

496 (1) The following general procedures apply to brownfield
497 designations:

498 (c) Except as otherwise provided, the following provisions
499 apply to all proposed brownfield area designations:

500 1. Notification to department following adoption.—A local
501 government with jurisdiction over the brownfield area must
502 notify the department, and, if applicable, the local pollution
503 control program under s. 403.182, of its decision to designate a
504 brownfield area for rehabilitation for the purposes of ss.
505 376.77–376.86. The notification must include a resolution
506 adopted by the local government body. The local government shall
507 notify the department, and, if applicable, the local pollution
508 control program under s. 403.182, of the designation within 30
509 days after adoption of the resolution.

510 2. Resolution adoption.—The brownfield area designation
511 must be carried out by a resolution adopted by the
512 jurisdictional local government, which includes a map adequate
513 to clearly delineate exactly which parcels are to be included in
514 the brownfield area or alternatively a less-detailed map
515 accompanied by a detailed legal description of the brownfield
516 area. For municipalities, the governing body shall adopt the
517 resolution in accordance with the procedures outlined in s.
518 166.041, except that the procedures for the public hearings on
519 the proposed resolution must be in the form established in s.
520 166.041(3)(c)2. For counties, the governing body shall adopt the
521 resolution in accordance with the procedures outlined in s.
522 125.66, except that the procedures for the public hearings on

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523 the proposed resolution must ~~shall~~ be in the form established in
524 s. 125.66(5)(b) ~~s. 125.66(4)(b)~~.

525 3. Right to be removed from proposed brownfield area.—If a
526 property owner within the area proposed for designation by the
527 local government requests in writing to have his or her property
528 removed from the proposed designation, the local government must
529 ~~shall~~ grant the request.

530 4. Notice and public hearing requirements for designation
531 of a proposed brownfield area outside a redevelopment area or by
532 a nongovernmental entity. Compliance with the following
533 provisions is required before designation of a proposed
534 brownfield area under paragraph (2)(a) or paragraph (2)(c):

535 a. At least one of the required public hearings must ~~shall~~
536 be conducted as closely as is reasonably practicable to the area
537 to be designated to provide an opportunity for public input on
538 the size of the area, the objectives for rehabilitation, job
539 opportunities and economic developments anticipated,
540 neighborhood residents' considerations, and other relevant local
541 concerns.

542 b. Notice of a public hearing must be made in a newspaper
543 of general circulation in the area, must be made in ethnic
544 newspapers or local community bulletins, must be posted in the
545 affected area, and must be announced at a scheduled meeting of
546 the local governing body before the actual public hearing.

547 Section 12. Paragraph (a) of subsection (3) of section
548 497.270, Florida Statutes, is amended to read:

549 497.270 Minimum acreage; sale or disposition of cemetery
550 lands.—

551 (3)(a) If the property to be sold, conveyed, or disposed of

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552 under subsection (2) has been or is being used for the permanent
 553 interment of human remains, the applicant for approval of such
 554 sale, conveyance, or disposition must ~~shall~~ cause to be
 555 published, at least once a week for 4 consecutive weeks, a
 556 notice meeting the standards of publication set forth in s.
 557 125.66(5)(b)2. ~~s. 125.66(4)(b)2.~~ The notice must ~~shall~~ describe
 558 the property in question and the proposed noncemetery use and
 559 must ~~shall~~ advise substantially affected persons that they may
 560 file a written request for a hearing pursuant to chapter 120,
 561 within 14 days after the date of last publication of the notice,
 562 with the department if they object to granting the applicant's
 563 request to sell, convey, or dispose of the subject property for
 564 noncemetery uses.

565 Section 13. Paragraph (a) of subsection (2) of section
 566 562.45, Florida Statutes, is amended to read:

567 562.45 Penalties for violating Beverage Law; local
 568 ordinances; prohibiting regulation of certain activities or
 569 business transactions; requiring nondiscriminatory treatment;
 570 providing exceptions.—

571 (2) (a) Nothing contained in the Beverage Law may ~~shall~~ be
 572 construed to affect or impair the power or right of any county
 573 or incorporated municipality of the state to enact ordinances
 574 regulating the hours of business and location of place of
 575 business, and prescribing sanitary regulations therefor, of any
 576 licensee under the Beverage Law within the county or corporate
 577 limits of such municipality. However, except for premises
 578 licensed on or before July 1, 1999, and except for locations
 579 ~~that are~~ licensed as restaurants, which derive at least 51
 580 percent of their gross revenues from the sale of food and

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581 nonalcoholic beverages, pursuant to chapter 509, a location for
582 on-premises consumption of alcoholic beverages may not be
583 located within 500 feet of the real property that comprises a
584 public or private elementary school, middle school, or secondary
585 school unless the county or municipality approves the location
586 as promoting the public health, safety, and general welfare of
587 the community under proceedings as provided in s. 125.66(5) ~~s.~~
588 ~~125.66(4)~~, for counties, and s. 166.041(3)(c), for
589 municipalities. This restriction may ~~shall~~ not, however, be
590 construed to prohibit the issuance of temporary permits to
591 certain nonprofit organizations as provided for in s. 561.422.
592 The division may not issue a change in the series of a license
593 or approve a change of a licensee's location unless the licensee
594 provides documentation of proper zoning from the appropriate
595 county or municipal zoning authorities.

596 Section 14. Subsection (1) of section 847.0134, Florida
597 Statutes, is amended to read:

598 847.0134 Prohibition of adult entertainment establishment
599 that displays, sells, or distributes materials harmful to minors
600 within 2,500 feet of a school.—

601 (1) Except for those establishments that are legally
602 operating or have been granted a permit from a local government
603 to operate as adult entertainment establishments on or before
604 July 1, 2001, an adult entertainment establishment that sells,
605 rents, loans, distributes, transmits, shows, or exhibits any
606 obscene material, as described in s. 847.0133, or presents live
607 entertainment or a motion picture, slide, or other exhibit that,
608 in whole or in part, depicts nudity, sexual conduct, sexual
609 excitement, sexual battery, sexual bestiality, or

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610 sadomasochistic abuse and that is harmful to minors, as
611 described in s. 847.001, may not be located within 2,500 feet of
612 the real property that comprises a public or private elementary
613 school, middle school, or secondary school unless the county or
614 municipality approves the location under proceedings as provided
615 in s. 125.66(5) ~~s. 125.66(4)~~ for counties or s. 166.041(3)(c)
616 for municipalities.

617 Section 15. The Legislature finds and declares that this
618 act fulfills an important state interest.

619 Section 16. Except as otherwise expressly provided in this
620 act and except for this section, which shall take effect upon
621 becoming a law, this act shall take effect October 1, 2023.

Business Impact Estimate

This form should be included in the agenda packet for the item under which the proposed ordinance is to be considered and must be posted on the [City's/Town's/Village's] website by the time notice of the proposed ordinance is published.

Proposed ordinance's title/reference:

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the [City/Town/Village] is of the view that a business impact estimate is not required by state law¹ for the proposed ordinance, but the [City/Town/Village] is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- The proposed ordinance is required for compliance with Federal or State law or regulation;
- The proposed ordinance relates to the issuance or refinancing of debt;
- The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- The proposed ordinance is an emergency ordinance;
- The ordinance relates to procurement; or
- The proposed ordinance is enacted to implement the following:
 - a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
 - b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
 - c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
 - d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

In accordance with the provisions of controlling law, even notwithstanding the fact that an exemption noted above may apply, the [City/Town/Village] hereby publishes the following information:

¹ See Section 166.041(4)(c), Florida Statutes.

1. Summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals and welfare):

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the [City/Town/Village], if any:

- (a) An estimate of direct compliance costs that businesses may reasonably incur;
- (b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible; and
- (c) An estimate of the [City's/Town's/Village's] regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

4. Additional information the governing body deems useful (if any):

[You may wish to include in this section the methodology or data used to prepare the Business Impact Estimate. For example: [City/Town/Village] staff solicited comments from businesses in the [City/Town/Village] as to the potential impact of the proposed ordinance by contacting the chamber of commerce, social media posting, direct mail or direct email, posting on [City/Town/Village] website, public workshop, etc. You may also wish to include efforts made to reduce the potential fiscal impact on businesses. You may also wish to state here that the proposed ordinance is a generally applicable ordinance that applies to all persons similarly situated (individuals as well as businesses) and, therefore, the proposed ordinance does not affect only businesses].

Business Impact Estimate

This form should be included in the agenda packet for the item under which the proposed ordinance is to be considered and must be posted on the [City's/Town's/Village's] website by the time notice of the proposed ordinance is published.

Proposed ordinance's title/reference:

Hypothetical Proposed Ordinance 23-100 Building Permit Fees

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the [City/Town/Village] is of the view that a business impact estimate is not required by state law¹ for the proposed ordinance, but the [City/Town/Village] is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- The proposed ordinance is required for compliance with Federal or State law or regulation;
- The proposed ordinance relates to the issuance or refinancing of debt;
- The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- The proposed ordinance is an emergency ordinance;
- The ordinance relates to procurement; or
- The proposed ordinance is enacted to implement the following:
 - a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
 - b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
 - c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
 - d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

In accordance with the provisions of controlling law, even notwithstanding the fact that an exemption noted above may apply, the [City/Town/Village] hereby publishes the following information:

¹ See Section 166.041(4)(c), Florida Statutes.

1. Summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals and welfare):

Ordinance 23-100 would increase the current basic building permit fee applicable to residential dwelling construction from \$32 per 100 square feet to the proposed \$36 per 100 square feet. It is estimated this increase will add an additional \$400 per year to pay the costs of processing building permits, conducting related reviews and making related inspections. The public purpose of the ordinance is to offset the [City/Town/Village's] costs of processing building permits, conducting related reviews and making related inspections, thereby protecting public safety and ensuring compliance with the Florida Building Code.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the [City/Town/Village], including the following, if any:

- (a) An estimate of direct compliance costs that businesses may reasonably incur;
- (b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible; and
- (c) An estimate of the [City's/Town's/Village's] regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

The adoption of Ordinance 23-100 will directly increase the fees paid to construct new dwelling units and will result in additional money for building permit processing. Currently, the average levy is \$484, which represents an approximately 1,500-square-foot housing unit. The change from \$32 to \$36 represents a 12.5% increase. The direct impact of this change is anticipated to be an increase of \$60 per average housing unit.

Ordinance 23-100 does not create a new fee or charge. It would increase the current basic building permit fee applicable to residential dwelling construction from \$32 per 100 square feet to the proposed \$36 per 100 square feet.

The proposed change in the residential construction fee presents no significant foreseeable or anticipated cost or decrease in the [City/Town/Village's] regulatory costs. Ordinance 23-100 would increase the current basic building permit fee applicable to residential dwelling construction from \$32 per 100 square feet to the proposed \$36 per 100 square feet. It is estimated this increase will add an additional \$400 per year to pay the [City/Town/Village's] costs of processing building permits, conducting related reviews and making related inspections.

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

The [City/Town/Village] issued ___ permits for residential dwelling unit construction in FY ___. The estimated number of businesses likely to be impacted by the ordinance cannot be quantified at this time because the number of businesses likely to be impacted by Ordinance 23-100 will depend on how many businesses seek residential dwelling building permits following the effective date of the ordinance.

4. Additional information the governing body deems useful (if any):

[You may wish to include in this section the methodology or data used to prepare the Business Impact Estimate. For example: [City/Town/Village] staff solicited comments from businesses in the [City/Town/Village] as to the potential impact of the proposed ordinance by contacting the chamber of commerce, social media posting, direct mail or direct email, posting on [City/Town/Village] website, public workshop, etc. You may also wish to include efforts made to reduce the potential fiscal impact on businesses. You may also wish to state here that the proposed ordinance is a generally applicable ordinance that applies to all persons similarly situated (individuals as well as businesses) and, therefore, the proposed ordinance does not affect only businesses].

Business Impact Estimate

This form should be included in the agenda packet for the item under which the proposed ordinance is to be considered and must be posted on the [City's/Town's/Village's] website by the time notice of the proposed ordinance is published.

Proposed ordinance's title/reference:

Hypothetical Proposed Ordinance 23-101 Outdoor Amplified Sound

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the [City/Town/Village] is of the view that a business impact estimate is not required by state law¹ for the proposed ordinance, but the [City/Town/Village] is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- The proposed ordinance is required for compliance with Federal or State law or regulation;
- The proposed ordinance relates to the issuance or refinancing of debt;
- The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- The proposed ordinance is an emergency ordinance;
- The ordinance relates to procurement; or
- The proposed ordinance is enacted to implement the following:
 - a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
 - b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
 - c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
 - d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

In accordance with the provisions of controlling law, even notwithstanding the fact that an exemption noted above may apply, the [City/Town/Village] hereby publishes the following information:

¹ See Section 166.041(4)(c), Florida Statutes.

1. Summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals and welfare):

Ordinance 23-101 is proposed for the purpose of imposing sound limits on outdoor amplified sound at establishments that offer alcoholic beverages for sale to protect the public health and safety of patrons, nearby businesses and residences. The ordinance prohibits outdoor amplified sound that exceeds specified levels on Sunday to Thursday nights commencing at 11:00 p.m. and Friday and Saturday nights commencing at midnight until 7:00 a.m. the following morning.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the [City/Town/Village], including the following, if any:

- (a) An estimate of direct compliance costs that businesses may reasonably incur;
- (b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible; and
- (c) An estimate of the [City's/Town's/Village's] regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

There are unlikely to be direct compliance costs associated with Ordinance 23-101. There may be indirect compliance costs incurred by business establishments that currently use outdoor amplified sound at noise levels and hours that would be prohibited by Ordinance 23-101. Such business establishments may be required to move amplified sound indoors or shorten the hours for outdoor amplified sound.

Ordinance 23-101 does not impose any new charge or fee on businesses.

The City may incur increased, indeterminate regulatory costs associated with code compliance. There are no new charges or fees that will be imposed on businesses by the ordinance.

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

The City estimates that ____ private, for-profit businesses serve alcoholic beverages in the City and, therefore, would potentially be subject to Ordinance 23-101. [cite source of data]

4. Additional information the governing body deems useful (if any):

[You may wish to include in this section the methodology or data used to prepare the Business Impact Estimate. For example: [City/Town/Village] staff solicited comments from businesses in the [City/Town/Village] as to the potential impact of the proposed ordinance by contacting the chamber of commerce, social media posting, direct mail or direct email, posting on [City/Town/Village] website, public workshop, etc. You may also wish to include efforts made to reduce the potential fiscal impact on businesses. You may also wish to state here that the proposed ordinance is a generally applicable ordinance that applies to all persons similarly situated (individuals as well as businesses) and, therefore, the proposed ordinance does not affect only businesses).

Business Impact Estimate

This form should be included in the agenda packet for the item under which the proposed ordinance is to be considered, and must be posted on the [City's/Town's/Village's] website by the time notice of the proposed ordinance is published.

Proposed ordinance's title/reference:

Hypothetical Proposed Ordinance 23-102 Single-Use Plastic

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the [City/Town/Village] is of the view that a business impact estimate is not required by state law¹ for the proposed ordinance, but the [City/Town/Village] is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- The proposed ordinance is required for compliance with Federal or State law or regulation;
- The proposed ordinance relates to the issuance or refinancing of debt;
- The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- The proposed ordinance is an emergency ordinance;
- The ordinance relates to procurement; or
- The proposed ordinance is enacted to implement the following:
 - a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
 - b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
 - c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
 - d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

In accordance with the provisions of controlling law, even notwithstanding the fact that an exemption noted above may apply, the [City/Town/Village] hereby publishes the following information:

¹ See Section 166.041(4)(c), Florida Statutes.

1. Summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals and welfare):

Ordinance 23-102 would prohibit the sale or use of single-use plastic beverage straws and single-use plastic stirrers by city contractors and special event permittees conducting special events on municipal property. The ordinance furthers public health, safety and welfare by reducing litter from single-use plastic straws and stirrers, which are not readily recyclable or biodegradable.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the [City/Town/Village], including the following, if any:

(a) An estimate of direct compliance costs that businesses may reasonably incur;
(b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible; and

(c) An estimate of the [City's/Town's/Village's] regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

Ordinance 23-102 applies only to city contractors and special event permittees with permits or contracts entered or issued after the effective date of the ordinance. These entities may incur increased, indeterminate costs associated with using biodegradable or reusable straws and stirrers that are greater than the costs associated with using non-biodegradable or single-use straws and stirrers. Biodegradable or reusable straws and stirrers typically cost 8% more than plastic products. [cite source of data]. Private, for-profit businesses in the [City/Town/Village] may avoid incurring these costs by not entering contracts with the City and by not seeking city permits for special events.

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

The City estimates that ____ private, for-profit businesses serve alcoholic beverages in the City and, therefore, would potentially be subject to Ordinance 23-101. [cite source of data]

Ordinance 23-102 does not impose any new charge or fee on businesses.

The City may incur increased, indeterminate costs associated with monitoring the activity of city contractors and special event permittees to ensure compliance. There are no new charges or fees that will be imposed on businesses by the ordinance to cover the City's costs of ensuring compliance.

4. Additional information the governing body deems useful (if any):

[You may wish to include in this section the methodology or data used to prepare the Business Impact Estimate. For example: [City/Town/Village] staff solicited comments from businesses in the [City/Town/Village] as to the potential impact of the proposed ordinance by contacting the chamber of commerce, social media posting, direct mail or direct email, posting on [City/Town/Village] website, public workshop, etc. You may also wish to include efforts made to reduce the potential fiscal impact on businesses. You may also wish to state here that the proposed ordinance is a generally applicable ordinance that applies to all persons similarly situated (individuals as well as businesses) and, therefore, the proposed ordinance does not affect only businesses).

Proclamation

WHEREAS, the professional Public Safety Telecommunicators in the City of Green Cove Springs play a crucial role in the protection of life, property and delivery of Public Safety Services; and

WHEREAS, each day, City of Green Cove Springs citizens call for help in emergency situations, and the Telecommunicators are the first and most critical contact who answer these calls for help gather essential information and dispatch the appropriate assistance, often making the difference between life and death for persons in need; and

WHEREAS, these well trained, highly dedicated, and deeply motivated individuals serve the citizens of the City of Green Cove Springs twenty-four hours a day, seven days a week, and during extreme situations, such as hurricanes, are unable to be with their families to protect their own personal homes and property; and

WHEREAS, the Congress of the United States has proclaimed its support and recognition to these employees and their profession, and the City Council wishes to publicly recognize the Telecommunicators who serve the citizens of the City of Green Cove Springs, Florida in such a professional manner.

NOW, THEREFORE, WE, THE CITY COUNCIL OF THE CITY OF GREEN COVE SPRINGS DO HEREBY PROCLAIM:

1. The week of April 14-20, 2024 to be **“National Public Safety Telecommunicators Week”** in Green Cove Springs and urge citizens to take time to recognize and share their appreciation for the efforts and dedication of the City of Green Cove Springs Police Department’s Telecommunicators.
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 IN REGULAR SESSION BY THE CITY COUNCIL OF THE CITY OF GREEN COVE SPRINGS, FLORIDA, THIS 2ND DAY OF APRIL, 2024.

CITY OF GREEN COVE SPRINGS, FLORIDA

Constance W. Butler, Mayor

ATTEST:

Erin West, City Clerk



Proclamation

- WHEREAS,** water is a basic and essential need of every living creature; and
- WHEREAS,** the State of Florida, Water Management Districts, and the City of Green Cove Springs are working together to increase awareness about the importance of water conservation; and
- WHEREAS,** the City of Green Cove Springs and the State of Florida has designated April, typically a dry month when water demands are most acute, Florida’s Water Conservation Month, to educate citizens about how they can help save Florida’s precious water resources; and
- WHEREAS,** the City of Green Cove Springs has always encouraged and supported water conservation through various educational programs and special events; and
- WHEREAS,** every business, industry, school, and citizen can make a difference when it comes to conserving water; and
- WHEREAS,** every business, industry, school, and citizen can help by saving water and thus promote a healthy economy and community; and
- WHEREAS,** outdoor irrigation comprises a large portion of water use, the City of Green Cove Springs will encourage citizens and businesses to focus on improving outdoor irrigation efficiency.

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

- Section 1.** The City of Green Cove Springs, Florida hereby proclaims April as “**WATER CONSERVATION MONTH.**”
- Section 2.** The City of Green Cove Springs, Florida is calling upon each citizen and business to help protect our precious resource by practicing water saving measures and becoming more aware of the need to save water. For this, the 26th year of Water Conservation Month, there will be a special focus on improving outdoor irrigation efficiency.
- Section 3.** 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 GREEN COVE SPRINGS, FLORIDA, IN REGULAR SESSION THIS 2ND DAY OF APRIL 2024.



CITY OF GREEN COVE SPRINGS, FLORIDA

Constance W. Butler, Mayor

ATTEST:

Erin West, City Clerk



**CITY OF GREEN COVE SPRINGS
PROCLAMATION, LETTER OF HONOR,
AND KEY TO THE CITY
APPLICATION FORM**

Return completed form to the City Clerk's Office
City of Green Cove Springs, 321 Walnut Street, Green Cove Springs, FL 32043

Requestor's Name: Rev. George L. Reed, Jr.

Requestor's Address: 549 N. Palmetto Ave., Green Cove Springs, FL 32043

Requestor's Telephone and Email: 904-402-0626

Person/Organization to be Honored: Mt. Zion African Methodist Episcopal (AME) Church

Event Title: 151st Church Anniversary

Event Date, Time & Location: March 24, 2024, 3 p.m.- 4:00 p.m., Mt. Zion African
Methodist Episcopal Church, 549 N. Palmetto Ave., Green Cove Springs, FL 32043

Type of Honor Requested:

Proclamation Letter of Honor Key to the City

Provide a detailed reason for the request including a list of accomplishments and how the individual/organization benefits the quality of life in the City of Green Cove Springs. For Proclamations, provide a sample Proclamation or text for the "WHEREAS" clauses (attach additional sheets, if necessary):

Mount Zion African Methodist Episcopal Church, Green Cove Springs, Clay County,
exists among churches across the United States, the Caribbean, Canada, Asia
and Africa, under the umbrella of the African Methodist Episcopal demoniation in 1816
by the Right Bishop Richard Allen of Philadelphia, Pennsylvania.

(See Attachment)

The Offices of the Mayor and City Clerk reserve the right to use submitted facts as deemed appropriate and may request additional information when necessary.

Proclamation

WHEREAS, Mount Zion African Methodist Episcopal Church, Green Cove Springs, Clay County, is among over 7000 worldwide churches under the auspices of the African Methodist Episcopal denomination, founded by the Right Bishop Richard Allen (Philadelphia, Pennsylvania) in 1816), and

WHEREAS, Mount Zion African Methodist Episcopal Church, is the oldest African American church in Clay County, which has continued without interruption since February 1873, and is younger than Edward Waters University, the oldest historical Black university in Florida founded in Jacksonville in 1866, and

WHEREAS, individuals of African American and Caucasian descent, male and female, were original Trustees, and among them was the late Mr. Henry Bram (Bran), an African American laborer, who served as Clay County Commissioner from 1876 to 1877; and Mt. Zion celebrates the late Methodist Minister Edward Fells, who served Clay County as an elected Constable, and a City of Green Cove Springs Councilman in 1874 to 1876, and was the father of world renown sculptress Augusta Fells Savage, and

WHEREAS, the Mount Zion African Methodist Episcopal Church’s congregation, assets, and treasured historic artifacts are, today, under the care of Rev. George L. Reed, Jr., Pastor, with his wife, Leading Lady Tammyla Harris-Reed; and

WHEREAS, its Women’s Missionary Society is named for late member, Sarah Muldrow, entrepreneur, and owner of the Muldrow Hotel, which was once the only known African American hotel/rooming house in the old principal business district for African Americans on Old Middleburg Road (now Martin Luther King Blvd.), and

WHEREAS, Mount Zion African Methodist Episcopal Church, which once served as the *interim* Dunbar High School in the 1940s after the original school on Pine/Walburg and Cypress was condemned, remains a testament to hard work as a community trustee and, by the power of God, still stands as a spiritual incubator for church and community growth through a growing community development corporation and is one year older than the City of Green Cove Springs, Florida.

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

Section 1. The City of Green Cove Springs hereby recognizes and celebrates the 151st Anniversary and historical significance.

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 APRIL, 2024.

CITY OF GREEN COVE SPRINGS, FLORIDA



Constance W. Butler, Mayor

ATTEST:

Erin West, City Clerk



STAFF REPORT

CITY OF GREEN COVE SPRINGS, FLORIDA

TO: City Council Regular Session **MEETING DATE:** March 12th, 2024
FROM: Greg Bauer
SUBJECT: City Council approval for Atlantic Pipe Services (APS) to clean and televise (TV) 2,000 linear feet (LF) of stormwater pipe in the Cove subdivision in the amount of \$29,952.00.

BACKGROUND

On the 12/19/23 Regular Session, The City Council passed Resolution No. R-26-2023, authorizing the City to borrow an amount not to exceed \$8,560,000.00 to finance the acquisition and construction of certain improvements to the City's Stormwater utility. APS submitted a state contract, allowing the City to "piggyback" off set pricing.

APS will clean and TV 2,000 LF of stormwater piping in the Cove subdivision, located off Houston Street. City staff can then examine the condition of the piping and determine the proper avenue for permanent repair.

FISCAL IMPACT

\$29,952.00 - Stormwater CIP.

RECOMMENDATION

Authorize approval for Atlantic Pipe Services (APS) to clean and televise (TV) 2,000 linear feet (LF) of stormwater pipe in the Cove subdivision in the amount of \$29,952.00.

1420 Martin Luther King Jr Blvd
 Sanford, FL 32771
 (407) 792-1360
 info@atlanticpipe.us

PROPOSAL

2225

| | | |
|--|---|-------------------------|
| CUSTOMER: CITY OF GREEN COVE SPRINGS | PHONE: 904-297-7500 | DATE: 01/15/2024 |
| STREET: 321 Walnut Street | JOB NAME: The Cove | |
| CITY/STATE/ZIP: Green Cove Springs, FL, 32043 | JOB LOCATION: Buccaneer Blvd & Anne Bonney Dr, Green Cove Springs, FL, | |
| ATTN: Greg Bauer | E-MAIL: gbauer@greencovesprings.com | |

| QUANTITY | DESCRIPTION | UOM | RATE | TOTAL |
|----------|----------------------------|-----|--------------|-----------|
| 1,998.00 | Storm CCTV Mainline | LF | 2.50 | 4,995.00 |
| 1,414.00 | Storm Heavy Cleaning - 18" | LF | 6.50 | 9,191.00 |
| 289.00 | Storm Heavy Cleaning - 24" | LF | 9.00 | 2,601.00 |
| 110.00 | Storm Heavy Cleaning - 30" | LF | 13.50 | 1,485.00 |
| 185.00 | Storm Heavy Cleaning - 36" | LF | 18.00 | 3,330.00 |
| 2.00 | Plugging and Dewatering | EA | 3,900.00 | 7,800.00 |
| 1.00 | Easement Access | EA | 550.00 | 550.00 |
| | | | TOTAL | 29,952.00 |

ANY UNFORSEEN OR ABNORMAL PIPELINE OR SITE CONDITIONS WILL BE SUBJECT TO RENEGOTIATION WITHOUT PENALTY TO APS

1420 Martin Luther King Jr Blvd
Sanford, FL 32771
(407) 792-1360
info@atlanticpipe.us

PROPOSED RATES MAY CHANGE BASED UPON THE FOLLOWING CONDITIONS:

- 1) Calls Outs of less than 1000 LF of readily available pipeline may be billed at the hourly rate, with a 4 hour minimum. Any time on site beyond the minimum will be billed at the hourly rate
- 2) Emergency Call Outs will be subject to increased rates.
- 3) Heavy Cleaning encountered will be performed at an hourly rate, unless otherwise specified
- 4) Travel Time charges are assessed on a job by job basis
- 5) Atlantic Pipe Services provides, free cloud downloads for videos and reports. Hard Copy Reports with DVD or USB may be purchased at \$75.00 per set.
- 6) Safety Training / Orientation required for projects will be charged at the hourly rate per unit on site
- 7) Due to rising costs of fuel and overall expenses, additional fees must be assessed. These pass-through costs are assessed through daily charges, per piece of equipment on site.

Atlantic Pipe Services is committed to providing the same responsiveness, turn around time and quality of work that our valued customers have become accustomed to. APS has invested in technologies that allow us to be more efficient with operations and save on costs, however the extreme volatility within the fuel market is something we cannot control. This additional charge helps APS cover increased costs, as well as maintain the same level of service.

We propose to hereby furnish the following:

Work to be performed per terms of Contract 23-B-005 between Atlantic Pipe Services and The City.

1420 Martin Luther King Jr Blvd
 Sanford, FL 32771
 (407) 792-1360
 info@atlanticpipe.us

| | | | | |
|-----------------------------|---|--------|----|--------|
| Heavy Cleaning Rates | Heavy Cleaning determined by percentage of debris in pipeline | | | |
| | 12" Diameter | 25.00% | 3" | Debris |
| | 15" Diameter | 25.00% | 4" | Debris |
| | 18" Diameter | 20.00% | 4" | Debris |
| | 24" Diameter | 20.00% | 5" | Debris |
| | 30" Diameter | 20.00% | 6" | Debris |
| | 36" Diameter | 20.00% | 7" | Debris |
| | 42" Diameter | 15.00% | 6" | Debris |
| | 48" Diameter | 15.00% | 7" | Debris |
| | 54" Diameter | 10.00% | 5" | Debris |
| | 60" Diameter | 10.00% | 6" | Debris |
| | In the event the required cleaning is beyond normal Heavy Cleaning, the cleaning will be performed under an hourly rate. Subject to prior client notification and approval. | | | |

CUSTOMER RESPONSIBILITIES

- Local Dump-Site for safe disposal of debris / waste material removed from Project Location
- Local Metered Water Source
- Exposure of structures and access to all work areas without delay
- Stabilized Access to Work Areas - Two Wheel Drive Accessible
- Access to secure site for equipment storage
- Maintenance of Traffic - If Applicable

CUSTOMER RESPONSIBILITIES

Delays experienced outside of APS's direct control will be subject to an hourly charge for each unit on site

Weekend and Night Work may be subject to increase rates

Any unforeseen or abnormal pipe / site conditions will be subject to renegotiation without penalty to APS

Payment terms are NET 30 days of invoice date. APS does not agree to "Pay when paid" terms

APS Proposals are valid for 30 days from date of submission.

| ATLANTIC PIPE SERVICES, LLC | | | |
|-----------------------------|--|------|-----------|
| PRINT NAME / TITLE | Erin Hans - Project Coordinator | DATE | 1/16/2024 |
| SIGNATURE | Erin Hans <small>Digitally signed by Erin Hans DN: cn=Erin Hans, c=US, o=atlanticpipe.us Erin Hans is the author of this document Location: Date: 2024-01-16 14:51:05-00</small> | | |

Acceptance of Proposal : The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to perform the work specified. Payment will be made as outlined.

| CUSTOMER | | | |
|--------------------|--|------|--|
| PRINT NAME / TITLE | | DATE | |
| SIGNATURE | | | |

ATLANTIC PIPE SERVICES, LLC
STANDARD TERMS & CONDITIONS OF BUSINESS

Item #7.

COMPANY: Atlantic Pipe Services, LLC, a Florida Limited Liability Company, whose address 1420 Martin Luther King Jr. Blvd, Sanford, Florida, 32771
(Hereinafter referred to as "APS")

CUSTOMER: Any corporation, company, organization, agent or individual entering into a written agreement with APS for the provision of services or materials or any other business dealing, for which payment is agreed with or becomes due and payable to APS (hereinafter referred to as "Customer")

PROPOSAL & QUOTATION: All proposals or quotations provided by APS must be in writing and signed by an authorized representative of the company to be valid and any such proposal or quotation is valid for acceptance within 30 days of the respective proposal date, unless agreed otherwise in writing.

PAYMENT TERMS: Payment of all invoices is due within 30 days from the invoice date, unless terms are agreed otherwise, in writing from APS. Any Dispute or query regarding the invoiced amount must be communicated in writing within 10 days (objection period) from the invoice date and customer will be deemed to have accepted the invoice as delivered and all services / work standards relating thereto, unless objected to in writing within the objection period. Customer agrees that no retainage will held for all services performed.

REMEDIES FOR NON-PAYMENT: All sums not paid when due will bear interest at the rate of 1.5% per month from due date until paid or the maximum legal rate permitted by law, whichever is less. In the event of legal action being deemed necessary to enforce payment, APS shall be entitled to all costs of collection, including a reasonable attorney's fee. In addition, if the customer fails to make payment to APS as herein provided, then APS may stop work without prejudice to any other remedy it may have. The parties further agree that in the event of any controversy arising between them, then in such event, the State Courts of Seminole County, Florida, shall be the forum in which the parties agree to try and have heard any matters of litigation arising out of such controversies.

WARRANTIES: All workmanship and materials are guaranteed against defects in workmanship for a period of one year from the date of substantial completion of the project. This warranty is in lieu of all other warranties, expressed or implied, including any warranties of merchantability of fitness for a particular purpose. APS will not be responsible for damage to its work by other parties or normal wear and tear. Any repair work necessitated by caused damage will be considered as an order for extra work.

INDEPENDENT CONTRACTOR: Both APS and the customer agree that APS will act as an independent contractor in the performance of its duties under this contract. Accordingly, APS shall be responsible for payment of all taxes, including Federal, State, and local taxes arising out of APS's activities, including by way of illustration but not limitation, Federal and State income tax, social security tax, Unemployment Insurance taxes, and any other taxes.

UNFORESEEN OCCURRENCE: In the event that any unforeseen occurrences or conditions are encountered after the work has commenced and which APS judge, at their sole discretion, to significantly affect or may affect the services, the risk involved in providing the services or there being a material change to the proposed or quoted scope of services, APS may a) Immediately cease work without liability to the customer, or b) renegotiate with customer to change the scope of work with price adjustment or change order, or c) Apply downtime /hourly or day rates until occurrence or condition is resolved to the satisfaction of APS.

DOWNTIME/STOPPAGES/ADDITIONAL WORK: In the event that APS is unable to work or encounter stoppages due to circumstances beyond their control or unforeseen circumstances or occurrences, particularly any underground structure problems causing delay or stoppage of work or in the event of any work being required beyond the quoted scope of work, then an hourly or daily rate will be charged, subject to prior customer notification in writing from APS.

PROJECT ESTIMATES: APS may from time to time provide written estimates of projected timescale or hours for a particular project at customer request, however, this in no way binds APS to a final timescale for the services to be provided. The actual hours will be determined by specific site requirements and operational demands, which cannot be wholly determined due to the nature of the services provided by APS.

CUSTOMER PURCHASE ORDERS: In the event that the customer chooses to issue a purchase order, whether verbal or in writing, such purchase order shall be governed by APS Standard Terms & Conditions of Business as detailed herein and any such client agreement cannot change the payment terms under any circumstances unless specifically agreed to in writing APS and such agreement being authorized and signed by the owner or director of APS. In the event of any inconsistency between the APS terms and conditions as detailed herein and the terms of a service order, the APS terms and conditions shall prevail. In any event, settlement of all APS correctly submitted invoices must be made within 30 days from invoice date, irrespective of customer having received payment from their respective customer.

CONTRACT ACCEPTANCE: In the event that the client fails to sign acceptance of an APS proposal or quotation, due to oversight by either or both parties or any other reason and the services are commenced or completed on the clients written or verbal instruction due to emergency, urgency or some other reason, then these terms and conditions will be deemed to have been accepted by the client as if such proposal or quotation had been signed.

CUSTOMER RESPOSIBILITIES: The customer will normally provide the following services, at no cost to APS for the duration of the project, unless agreed otherwise in writing by APS, a)Approved dumpsite and disposal for all materials to be removed from site of work, b) Access and exposure of all structures for APS personnel and equipment without delay, c) All temporary site facilities including suitable storage space for equipment, d)Any special permits and/or licenses, without delay, e) Supply and access to all water required for the project with meter if applicable. f)Work areas prepared and accessible, without delay, to enable the services to be provided, g) Authorized representative of the customer at the site of work, at all times services are being performed and with authority to accept the services as completed and / or hours worked and h) Location and exposure of all manholes in the project area.

**Agreement for Services
City of South Daytona and Atlantic Pipe Services LLC**

THIS Standard Agreement for Services (hereinafter this "Agreement") is made and entered into this 11th day of April 2023, by and between the **CITY OF SOUTH DAYTONA**, a Florida municipality, whose principal address is 1672 S. Ridgewood Avenue, South Daytona, Florida 32119 (hereinafter the "CITY") and **Atlantic Pipe Services, LLC**, a Florida Profit corporation, whose principal address 1420 Martin Luther King Jr. Blvd, Sanford, Florida 32771 hereinafter "CONTRACTOR"). The CITY and CONTRACTOR are collectively referred to herein as the "PARTIES."

WITNESSETH

WHEREAS, the CITY is a political subdivision of the State of Florida, having a responsibility to provide certain services to benefit the citizens of the City of South Daytona; and

WHEREAS, the CITY has the full power and authority to enter into the transactions contemplated by this Agreement; and

WHEREAS, CONTRACTOR is in the business of providing the equipment, materials, labor and other such service as identified in Exhibit "A" in the City of South Daytona and elsewhere in the State of Florida; and

WHEREAS, CONTRACTOR is competent and has sufficient manpower, training, and technical expertise to perform the services contemplated by this Agreement in a timely and professional manner consistent with the standards of the industry in which CONTRACTOR operates; and

WHEREAS, Section 448.095, Fla. Stat., imposes certain obligations on public agencies with regard to the use of the E-Verify system by their contractors and subcontractors.

WHEREAS, CONTRACTOR was the successful bidder of a project competitively bid and identified as Invitation to Bid (Exhibit "A") for City of South Daytona which satisfies the CITY's Procurement Policy; and

WHEREAS, CONTRACTOR agrees to provide such goods and services as more particularly described in this Agreement, as well as in any bid or quotation documents issued in connection with this project.

NOW THEREFORE in consideration of the premises, and in consideration of the mutual conditions, covenants, and obligations hereafter expressed, the parties agree as follows:

1. **Recitals.** The foregoing recitals are true and correct, constitute a material inducement to the parties to enter into this Agreement, and are hereby ratified and made a part of this Agreement.
2. **Description of Work.**

- a. The CITY hereby retains CONTRACTOR to furnish goods and services as described in the Scope of Services, which is attached hereto as Exhibit "A" and incorporated herein by reference. Any conflict between the terms and conditions in the body of this Agreement and the terms and conditions set forth in Exhibit "A" will be resolved in favor of the body of this Agreement.
- b. CONTRACTOR must provide all permits, labor, materials, equipment, and supervision necessary for the completion of the Scope of Services, unless specifically excluded.
- c. CONTRACTOR must also comply with, and abide by, all requirements as contained in any invitation to bid (ITB), request for proposals (RFP), request for qualifications (RFQ), bid specifications, engineering plans, shop drawings, material lists, or other similar documents issued for this project by the CITY, together with any addenda, hereinafter the "Bid Documents, as applicable." The Bid Documents, if applicable, are hereby incorporated into this Agreement by reference and are declared to be material part of this Agreement.

3. **Provision of Services**

- a. **Scope:** The CONTRACTOR hereby agrees to provide the proposed scope as identified in Exhibit "A."
- b. **Manner and Place:** The work shall be performed as outlined in Exhibit "A," in accordance with Standard Construction Details as required and in a manner as required by all current federal, state, county, fire, building, and land development codes, laws, ordinances and regulations, and with applicable permits and licenses per the City Code of Ordinance. Contractors shall not deliver goods or services without a written Purchase Order(s) or Notice to Proceed(s), signed by an authorized agent of the CITY.
- c. **Time and Essence:** CONTRACTOR acknowledges that time is of the essence for this Agreement.
- d. **Authorization for Services:** This Agreement standing alone does not authorize the purchase of any work or services or require the CITY to place any orders for work or service. Authorization for performance of services by the CONTRACTOR under this agreement shall be in the form of a written Notice to Proceed issued and executed by the CITY. The CITY reserves the right to contract with other parties for work and services contemplated by this Agreement, as determined in the CITY's sole and absolute discretion.

4. **Term.**

- a. This Agreement shall be for an initial Term of t The term of the contract shall be three (3) years, with the option for an additional two (2) two-year renewal periods, thereafter unless either party notifies the other party of intent not to renew, with such notice being given not less than sixty (60) days prior to the end of any annual term, or unless otherwise terminated as provided herein.

5. **Payment.**

- a. The CITY agrees to compensate CONTRACTOR, for work actually performed under this Agreement, at the rate or basis described in Exhibit "A", which is attached hereto and incorporated herein by reference. CONTRACTOR must perform all work required by the Scope of Services, but in no event will CONTRACTOR be paid more than the negotiated amount set forth in Exhibit "A".
- b. Progress payments, if any, will be made as set forth in Exhibit "A".
- c. The CITY reserves the right to ratably withhold amounts in the event of the nonperformance of all or part of CONTRACTOR's obligations. CONTRACTOR must, without additional compensation, correct and revise any errors, omissions, or other deficiencies in its work product, services, or materials arising from the error or omission or negligent act of CONTRACTOR.

6. Acceptance of work product, payment, and warranty.

- a. Upon receipt of a periodic work product, or notice that work has progressed to a point of payment in accordance with Exhibit "A" attached or the Bid Documents, if any, together with an invoice sufficiently itemized to permit audit, the CITY will diligently review those documents. When it finds the work acceptable under this Agreement the installment payment, found to be due to CONTRACTOR, will be paid to CONTRACTOR within thirty (30) days after the date of receipt of the invoice, unless another payment schedule is provided in Exhibit "A". CONTRACTOR warrants that the data utilized by CONTRACTOR (other than as provided by the CITY) is from a source, and collected using methodologies, which are generally recognized in CONTRACTOR's industry or profession to be a reliable basis and foundation for CONTRACTOR's work product. CONTRACTOR must notify the CITY in writing if it appears, in CONTRACTOR's professional judgement that the data or information provided by the CITY for use in CONTRACTOR's work product is incomplete, defective, or unreliable. CONTRACTOR guarantees to amend, revise, or correct to the satisfaction of the CITY any error appearing in the work as a result of CONTRACTOR's failure to comply with the warranties and representations contained herein. Neither inspection nor payment, including final payment, by the CITY will relieve CONTRACTOR from its obligations to do and complete the work product in accordance with this Agreement.

7. Termination.

- a. **Termination at Will:** This Agreement may be terminated by the CITY in whole or in part at any time without cause by the CITY giving written notice to CONTRACTOR not less than 30 days prior to the date of termination; provided, however, that in such event, neither party will be relieved from its rights or obligations of this Agreement through the date of the actual termination. Notice must be delivered by certified mail, return receipt requested, or in person with proof of delivery.
- b. **Termination for Cause:** This Agreement may be terminated by either party for cause by the CITY or CONTRACTOR giving written notice to the other party not less than 10 days prior to the date of termination; provided, however, that in such event, neither party will be relieved from its rights or obligations of this Agreement

through the date of the actual termination. Notice must be delivered by certified mail, return receipt requested, or in person with proof of delivery.

8. Project management.

- a. The Project Managers for this project are as follows. Any subsequent changes to the Project Manager for either party may be provided by notice as described in paragraph 8 below and does not require an amendment to this Agreement.
- b. CITY's Project Manager is: Steve Danskine, Public Works Director, 1770 Segrave Street, South Daytona, Florida 32119, sdanskine@southdaytona.org, 386-322-3080.
- c. CONTRACTOR's Project Manager is: Matt Blais, Business Development Manager, 1420 Martin Luther King Jr Blvd, Sanford, Florida 32771, bduncan@atlanticpipe.us, 407-792-1360.

9. Notices. All notices to the parties under this Agreement must be in writing and sent certified mail to:

- a. To CITY: The City of South Daytona, Attention: City Manager, 1672 Ridgewood Avenue, South Daytona, Florida 32119;
- b. To CONTRACTOR: Atlantic Pipe Services, LLC, Attention: Allan Cagle, 1420 Martin Luther King Jr Blvd, Sanford, Florida 32771

10. Insurance.

- a. CONTRACTOR must maintain such insurance as will fully protect both CONTRACTOR and the CITY from any and all claims under any Workers Compensation Act or Employers Liability Laws, and from any and all other claims of whatsoever kind or nature to the damage or property, or for personal injury, including death, made by anyone whomsoever, that may arise from operations carried on under this Agreement, either by CONTRACTOR, any subcontractor, or by anyone directly or indirectly engaged or employed by either of them.
- b. The insurance coverage required by this Agreement must not be less than the amounts described in the Bid Documents. If the Bid Documents do not state an insurance requirement or the amount of insurance, then the amount of insurance required by this Agreement must not be less than:
 - i. Workers' Compensation (unless exempt) with Employers' Liability with a limit of \$500,000.00 each accident, \$500,000.00 each employee, \$500,000.00 policy limit for disease;
 - ii. Commercial General Liability (CGL) insurance with a limit of not less than \$300,000.00 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this project in the amount of \$600,000.00. CGL insurance shall be written on an occurrence form and include bodily injury and property damage liability for premises,

operations, independent contractors, products and completed operations, contractual liability, broad form property damage and property damage resulting from explosion, collapse or underground (x, c, u) exposures, personal injury, and advertising injury. Damage to rented premises shall be included at \$100,000.00;

- iii. Commercial Automobile Liability Insurance with a limit of not less than \$300,000.00 each accident for bodily injury and property damage liability. Such insurance shall cover liability arising out of any auto (including owned, hired and non-owned autos) and such policy shall be endorsed to provide contractual liability coverage; and
 - iv. Fire damage liability shall be included at \$300,000.00.
- c. CONTRACTOR must furnish the CITY with Certificates of Insurance, which are to be signed by a person authorized by that insurer to bind coverage on its behalf. The CITY is to be specifically included as an additional insured and loss payee on all policies except Workers' Compensation. In the event the insurance coverage expires prior to the completion of the project, a renewal certificate must be issued 30 days prior to the expiration date. The policy must provide a 30 day notification clause in the event of cancellation or modification to the policy. All certificates of insurance must be on file with and approved by the CITY before commencement of any work activities.
 - d. The insurance coverages procured by CONTRACTOR as required herein will be considered as primary insurance over and above any other insurance, or self-insurance, available to CONTRACTOR, and any other insurance, or self-insurance available to CONTRACTOR will be considered secondary to, or in excess of, the insurance coverage(s) procured by CONTRACTOR as required herein.

11. General Provisions. CONTRACTOR must comply with the following general provisions:

- a. **Bond.** If a surety bond has been required by the Bid Documents for CONTRACTOR's faithful performance and payment, and if at any time the surety is no longer acceptable to the CITY, CONTRACTOR must, at its expense, within five (5) days after the receipt of notice from the CITY to do so, furnish an additional bond or bonds in such form and with such Surety or Sureties as are satisfactory to the CITY. The CITY will not make any further payment to CONTRACTOR, nor will any further payment be deemed to be due to CONTRACTOR, until such new or additional security for the faithful performance of the work is furnished in a manner and form satisfactory to the CITY.
- b. **Compliance with Laws.** In providing the Scope of Services, CONTRACTOR must comply with all federal, state, and local laws, statutes, ordinances, rules, and regulations pertaining to or regulating the provision of such services, including those now in effect and hereafter adopted.

c. Personal nature of Agreement; Assignment.

- i. The parties acknowledge that the CITY places great reliance and emphasis upon the knowledge, expertise, training, and personal abilities of CONTRACTOR. Accordingly, this Agreement is personal and CONTRACTOR is prohibited from assigning or delegating any rights or duties hereunder without the specific written consent of the CITY.
- ii. If CONTRACTOR requires the services of any subcontractor or professional associate in connection with the work to be performed under this Agreement, CONTRACTOR must obtain the written approval of the CITY Project Manager prior to engaging such subcontractor or professional associate. CONTRACTOR will remain fully responsible for the services of any subcontractors or professional associates.

d. Discrimination.

- i. CONTRACTOR shall not discriminate against any employee employed in the performance of this Agreement, or against any applicant for employment because of age, ethnicity, race, religious belief, disability, national origin, or sex. CONTRACTOR shall not exclude any person, on the grounds of age, ethnicity, race, religious belief, disability, national origin, or sex, from participation in, denied the benefits of, or be otherwise subjected to discrimination in any activity under, this Agreement.
- ii. CONTRACTOR shall provide a harassment-free workplace, with any allegation of harassment given priority attention and action by management.

e. Independent contractor.

- i. CONTRACTOR is, and will be deemed to be, an independent contractor and not a servant, employee, joint adventurer, or partner of the CITY. None of CONTRACTOR's agents, employees, or servants are, or will be deemed to be, the agent, employee, or servant of the CITY. None of the benefits, if any, provided by the CITY to its employees, including but not limited to, compensation insurance and unemployment insurance, are available from the CITY to the employees, agents, or servants of CONTRACTOR. CONTRACTOR will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants, and subcontractors during the performance of this Agreement. Although CONTRACTOR is an independent contractor, the work contemplated herein must meet the approval of the CITY and is subject to the CITY's general right of inspection to secure the satisfactory completion thereof. CONTRACTOR must comply with all Federal, State and municipal laws, rules and regulations that are now or may in the future become applicable to CONTRACTOR, or to CONTRACTOR's business, equipment, or personnel engaged in operations covered by this Agreement or accruing out of the performance of such

- operations. The CITY will not be held responsible for the collection of or the payment of taxes or contributions of any nature on behalf of CONTRACTOR.
- ii. CONTRACTOR will bear all losses resulting to it on account of the amount or character of the work, or because of bad weather, or because of errors or omissions in its contract price.
 - iii. CONTRACTOR must utilize, and must expressly require all subcontractors to utilize, the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by CONTRACTOR and any subcontractors during the Term of this Agreement.

f. Indemnification.

- i. CONTRACTOR must indemnify and hold the CITY harmless against and from any and all claims, losses, penalties, interest, demands, judgments, costs, damages, or expenses, including attorney's fees and court costs, incurred by the CITY, or its agents, officers, or employees, arising directly or indirectly from CONTRACTOR's performance under this Agreement or by any person on CONTRACTOR's behalf, including but not limited to those claims, losses, penalties, interest, demands, judgments, costs, damages, or expenses arising out of any accident, casualty, or other occurrence causing injury to any person or property. This includes persons employed or utilized by CONTRACTOR (including CONTRACTOR's agents, employees, and subcontractors). CONTRACTOR must further indemnify the CITY against any claim that any product purchased or licensed by the CITY from CONTRACTOR under this Agreement infringes a United States patent, trademark, or copyright. CONTRACTOR acknowledges that CONTRACTOR has received consideration for this indemnification, and any other indemnification of the CITY by CONTRACTOR provided for within the Bid Documents, the sufficiency of such consideration being acknowledged by CONTRACTOR, by CONTRACTOR's execution of this Agreement. CONTRACTOR's obligation will not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance, whether such insurance is in connection with this Agreement or otherwise. Such indemnification is in addition to any and all other legal remedies available to the CITY and not considered to be the CITY's exclusive remedy.
- ii. In the event that any claim in writing is asserted by a third party which may entitle the CITY to indemnification, the CITY must give notice thereof to CONTRACTOR, which notice must be accompanied by a copy of statement of the claim. Following the notice, CONTRACTOR has the right, but not the obligation, to participate at its sole expense, in the defense, compromise or settlement of such claim with counsel of its choice. If CONTRACTOR does not timely defend, contest, or otherwise protect against any suit, action or other proceeding arising from such claim, or in the event the CITY decides to participate in the proceeding or defense, the CITY will have the right to defend, contest, or otherwise protect itself against same and be reimbursed for expenses and reasonable attorney's fees and, upon not less than ten (10)

days notice to CONTRACTOR, to make any reasonable compromise or settlement thereof. In connection with any claim as aforesaid, the parties hereto must cooperate fully with each other and make available all pertinent information necessary or advisable for the defense, compromise or settlement of such claim.

- iii. The indemnification provisions of this paragraph will survive the termination of this Agreement.

- g. **Sovereign Immunity.** Nothing in this Agreement extends, or will be construed to extend, the CITY's liability beyond that provided in section 768.28, Florida Statutes. Nothing in this Agreement is a consent, or will be construed as consent, by the CITY to be sued by third parties in any matter arising out of this Agreement.

- h. **Public records.**
 - i. CONTRACTOR is a "Contractor" as defined by Section 119.0701(1)(a), Florida Statutes, and must comply with the public records provisions of Chapter 119, Florida Statutes, including the following:
 1. Keep and maintain public records required by the CITY to perform the service.
 2. Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law.
 3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement term and following completion of the Agreement if CONTRACTOR does not transfer the records to the CITY.
 4. Upon completion of this Agreement, transfer, at no cost, to the CITY all public records in possession of CONTRACTOR or keep and maintain public records required by the CITY to perform the service. If CONTRACTOR transfers all public records to the CITY upon completion of this Agreement, CONTRACTOR must destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon completion of this Agreement, CONTRACTOR must meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.
 - ii. "Public records" is defined in Section 119.011(12), Florida Statutes, as may, from time to time, be amended.

- iii. If CONTRACTOR asserts any exemptions to the requirements of Chapter 119 and related law, CONTRACTOR will have the burden of establishing such exemption, by way of injunctive or other relief as provided by law.
 - iv. CONTRACTOR consents to the CITY's enforcement of CONTRACTOR's Chapter 119 requirements, by all legal means, including, but not limited to, a mandatory injunction, whereupon CONTRACTOR must pay all court costs and reasonable attorney's fees incurred by CITY.
 - v. CONTRACTOR's failure to provide public records within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes. Further, such failure by CONTRACTOR will be grounds for immediate unilateral cancellation of this Agreement by the CITY.
 - vi. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, DEPUTY CITY CLERK BECKY WITTE, AT 386-322-3011; BWITTE@SOUTHDAYTONA.ORG; MAILING ADDRESS: 1672 RIDGEWOOD AVE., SOUTH DAYTONA, FL 32119.**
- i. **Federal or State Funding.** If any portion of the funding for this Agreement is derived from the State of Florida, or any department of the State of Florida, or from federal funding through the State of Florida, the provisions of this sub-paragraph shall apply, provisions elsewhere in this Agreement to the contrary notwithstanding. CONTRACTOR shall make inquiry from the CITY's Project Manager to determine whether Federal or State funding is applicable to this Agreement.
- i. **E-Verify.** CONTRACTOR must utilize, and must expressly require all subcontractors to utilize, the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by CONTRACTOR during the Term of this Agreement.
 - ii. **Agency.** CONTRACTOR agrees and acknowledges that it, its employees, and its subcontractors are not agents or employees of the Federal Government, of the State of Florida, or of any department of the Federal Government or the State of Florida.
 - iii. **Indemnification.** To the fullest extent permitted by law, CONTRACTOR shall indemnify and hold harmless the CITY, the Federal Government, the State of Florida, any department of the Federal Government or the State of Florida, and all officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of CONTRACTOR and persons employed or utilized by CONTRACTOR in the performance of this Agreement. This indemnification shall survive the termination of this Agreement. Nothing contained in this paragraph is

- intended to nor shall it constitute a waiver of the State of Florida and the CITY's sovereign immunity.
- iv. **Workers' Compensation Insurance.** CONTRACTOR must provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, CONTRACTOR must ensure that the subcontractor(s) have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), CONTRACTOR must ensure that such employees are covered by Workers' Compensation insurance through the PEO's or other leasing entities. CONTRACTOR must ensure that any equipment rental agreements that include operators or other personnel who are employees of independent Contractors, sole proprietorships or partners are covered by insurance required under Florida's Workers' Compensation law.
- v. **Liability Insurance.** Contractor shall carry Commercial General Liability insurance providing continuous coverage for all work or operations performed under the Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. CONTRACTOR shall cause the State of Florida to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the State of Florida as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than \$1,000,000 for each occurrence and not less than a \$5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Contract, and may not be shared with or diminished by claims unrelated to this Agreement. The policy/ies and coverage described herein may be subject to a deductible. CONTRACTOR shall pay all deductibles as required by the policy. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention. At all renewal periods which occur prior to final acceptance of the work, the CITY and the State of Florida shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The CITY and the State of Florida shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The CITY's or the State of Florida's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the CITY or the State of Florida may have.

- vi. **Inspections.** CONTRACTOR shall permit, and require its subcontractors to permit, the CITY's and the State of Florida's authorized representatives to inspect all work, materials, payrolls, and records, to audit the books, records, and accounts pertaining to the financing and development of the Services described in the Contract Documents.
 - vii. **Auditor General Cooperation.** CONTRACTOR shall comply with §20.055 (5), Florida Statutes, and shall incorporate in all subcontracts the obligation to comply with §20.055 (5), Florida Statutes.
 - j. **E-Verify Compliance.** Contractor affirmatively states, under penalty of perjury, that in accordance with Section 448.095, Fla. Stat., Contractor is registered with and uses the E-Verify system to verify the work authorization status of all newly hired employees, that in accordance with such statute, Contractor requires from each of its subcontractors an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and that Contractor is otherwise in compliance with Sections 448.09 and 448.095, Fla. Stat.
 - k. **Federal-Aid Construction Contract.** If this is a federal-aid construction project, it shall be subject to the provisions in Exhibit "A", which is attached hereto and incorporated herein by reference.
12. **Miscellaneous Provisions.** The following miscellaneous provisions apply to this Agreement:
- a. **Binding Nature of Agreement.** This Agreement is binding upon the successors and assigns of the parties hereto.
 - b. **Entire Agreement.** This Agreement states the entire understanding between the parties and supersedes any written or oral representations, statements, negotiations, or agreements to the contrary. CONTRACTOR recognizes that any representations, statements, or negotiations made by the City staff do not suffice to legally bind the CITY in a contractual relationship unless they have been reduced to writing, authorized, and signed by the authorized CITY representatives.
 - c. **Amendment.** No modification, amendment, or alteration in the terms or conditions of this Agreement will be effective unless contained in a written document executed with the same formality as this Agreement.
 - d. **Severability.** If any term or provision of this Agreement is held, to any extent, invalid or unenforceable, as against any person, entity, or circumstance during the Term hereof, by force of any statute, law, or ruling of any forum of competent jurisdiction, such invalidity will not affect any other term or provision of this Agreement, to the extent that the Agreement will remain operable, enforceable, and in full force and effect to the extent permitted by law.

- e. **Construction.** If any provision of this Agreement becomes subject to judicial interpretation, the court interpreting or considering such provision should not apply the presumption or rule of construction that the terms of this Agreement be more strictly construed against the party which itself or through its counsel or other agent prepared it. All parties hereto have participated in the preparation of the final form of this Agreement through review by their respective counsel, if any, or the negotiation of specific language, or both, and, therefore, the application of such presumption or rule of construction would be inappropriate and contrary to the intent of the parties.
- f. **Headings.** All headings in this Agreement are for convenience only and are not to be used in any judicial construction or interpretation of this Agreement or any paragraph.
- g. **Waiver.** The indulgence of either party with regard to any breach or failure to perform any provision of this Agreement does not constitute a waiver of the provision or any portion of this Agreement, either at the time the breach or failure occurs or at any time throughout the term of this Agreement. The review of, approval of, or payment for any of CONTRACTOR's work product, services, or materials does not operate as a waiver, and should not be construed as a waiver, of any of the CITY's rights under this Agreement, or of any cause of action the CITY may have arising out of the performance of this Agreement.
- h. **Force Majeure.** Notwithstanding any provisions of this Agreement to the contrary, the parties will not be held liable if failure or delay in the performance of this Agreement arises from fires, floods, strikes, embargos, acts of the public enemy, unusually severe weather, out break of war, restraint of government, riots, civil commotion, force majeure, act of God, or for any other cause of the same character which is unavoidable through the exercise of due care and beyond the control of the parties. This provision does not apply if the "Scope of Services" of this Agreement specifies that performance by CONTRACTOR is specifically required during the occurrence of any of the events herein mentioned.
- i. **Compliance/Consistency with Scrutinized Companies Provisions of Florida Statutes.** Section 287.135(2)(a), Florida Statutes, prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135(2)(b), Florida Statutes, further prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services over one million dollars (\$1,000,000) if, at the time of contracting or renewal, the company is on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, both created pursuant to section 215.473, Florida Statutes, or the company is engaged in business operations in Cuba or Syria. CONTRACTOR

hereby certifies that Contractor is not listed on any of the following: (i) the Scrutinized Companies that Boycott Israel List, (ii) Scrutinized Companies with Activities in Sudan List, or (iii) the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. CONTRACTOR further hereby certifies that CONTRACTOR is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria. CONTRACTOR understands that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject CONTRACTOR to civil penalties, attorney's fees, and/or costs. CONTRACTOR further understands that any contract with CITY for goods or services of any amount may be terminated at the option of CITY if CONTRACTOR (i) is found to have submitted a false certification, (ii) has been placed on the Scrutinized Companies that Boycott Israel List, or (iii) is engaged in a boycott of Israel. And, in addition to the foregoing, if the amount of the contract is one million dollars (\$1,000,000) or more, the contract may be terminated at the option of CITY if the CONTRACTOR is found to have submitted a false certification, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria.

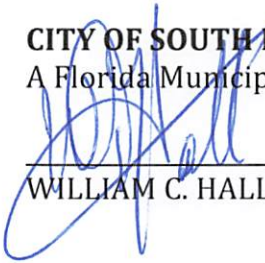
- j. **Law; Venue.** This Agreement is being executed in Volusia County, Florida and is governed in accordance with the laws of the State of Florida. Venue of any action hereunder will be in Volusia County, Florida.

13. **Special Provisions.**

- a. This Agreement is a non-exclusive contract; the CITY is not prohibited, or deemed to be prohibited, from bidding similar services either as an independent job or a component of a larger project.


IN WITNESS WHEREOF, the parties hereto have signed and sealed this Agreement effective the date first written above.

CITY OF SOUTH DAYTONA,
A Florida Municipality



WILLIAM C. HALL, Mayor

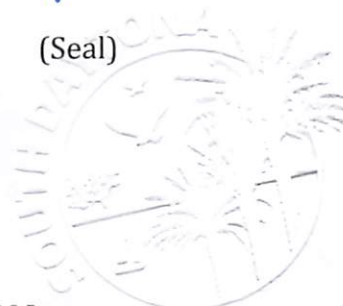
ATTEST:



JAMES L. GILLIS, City Manager

Date signed by CITY: 4.11.23

(Seal)



The first part of the document discusses the importance of maintaining accurate records of all transactions. It emphasizes that every entry should be supported by a valid receipt or invoice. The text also mentions the need for regular audits to ensure the integrity of the financial data.

In the second section, the author details the various methods used to collect and analyze data. This includes both manual and automated processes. The importance of data security is highlighted, along with the need for proper storage and backup procedures.

The third part of the document focuses on the reporting and analysis of the collected data. It describes how the information is presented to management and how it is used to make strategic decisions. The text also touches upon the challenges of data interpretation and the need for clear communication.

Finally, the document concludes with a summary of the key findings and recommendations. It stresses the importance of continuous improvement and the need to stay updated with the latest industry trends and technologies.

The following table provides a detailed breakdown of the data collected over the past quarter. It shows the performance of various departments and the impact of different initiatives.

The data indicates a significant increase in productivity across most departments, particularly in the sales and marketing areas. This is attributed to the implementation of new software tools and the adoption of agile working practices.

However, there are still some areas that require attention. The IT department has experienced several system outages, which have caused inconvenience for the users. It is recommended that the IT team should conduct a thorough review of the current infrastructure and implement measures to prevent such incidents in the future.

Overall, the company has made considerable progress in the past quarter. The management team is pleased with the results and is confident that the company is on a strong growth trajectory.



[Handwritten signature and date]

Atlantic Pipe Services, LLC

by Allan Cagle
Allan Cagle, as its President and authorized agent
CAGLE

(CORPORATE SEAL)

ATTEST:



Brandon Duncan, Business Development Manager

STATE OF Florida
COUNTY OF Seminole

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 1st day of April, 2023, by Allan Cagle of APPS, a Florida corporation, on behalf of the corporation, and he/she is personally known to me or has produced _____ as identification.



Signature of Notary Public - State of Florida

Tracy Wagner
Printed/Typed/Stamped Name of Notary
My commission expires: 1/29/24



SECTION 8: BID FORMS

BID FORM 8A: BID SUBMITTAL CHECKLIST

- Form 8B: Acknowledgement and Pricing Proposal
- Form 8C: Drug Free/Tie Preference Statement
- Form 8D: Public Entity Crimes Statement
- Form 8E: Anti-Collusion Statement
- Form 8F: Statement of Vendor Qualifications
- Form 8G: Professional References for Previous Experience
- Form 8H: Listing of Subcontractors
- Form 8I: Cured in Place Pipe Specs
- Form 8J: Cured-in-Place Pipe Specs
- Independent Contractors Agreement
- Attachment: Bid Proposal
- Copy of License(s)
- Insurance Certificate
- Submission of one (1) original marked "ORIGINAL" and one (1) digital (flash drive) copy.

BY: Atlantic Pipe Services, LLC

Name of Business

Allan Cagle

Authorized Signature

Allan Cagle - President

Printed Name and Title

03/28/2023

Date

THIS DOCUMENT MUST BE COMPLETED AND RETURNED WITH YOUR BID.



AIA Document A310™ – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Atlantic Pipe Services, LLC
1420 Martin Luther King Jr. Blvd
Sanford, FL 32771
(407) 792-1360

SURETY:

(Name, legal status and principal place of business)

Swiss Re Corporate Solutions
America Insurance Corporation
1200 Main St. Suite 800
Kansas City, MO 64105
(816) 235-3700

OWNER:

(Name, legal status and address)

City of South Daytona
1672 South Ridgewood Ave.
South Daytona, FL 32119
(386) 322-3011

BOND AMOUNT: \$ 5% Five Percent of Amount Bid

PROJECT:

(Name, location or address, and Project number, if any)

Sewer Rehabilitation Services - Bid No. 23-B-005
Install cured-in-place epoxy lamination system, Stephens Technologies Inc.
NCL-115-18 Epoxy or approved equal epoxy system, to aging and cracked sewer pipes.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or


ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

Signed and sealed this 27th day of March, 2023



(Witness)

Atlantic Pipe Services, LLC

(Contractor as Principal) (Seal)



(Title)



(Witness) **Anita Waters, Account Manager**

Swiss Re Corporate Solutions America Insurance Corporation

(Surety) (Seal)



(Title) **William J. Palmer, Attorney-In-Fact, Florida Resident Agent**

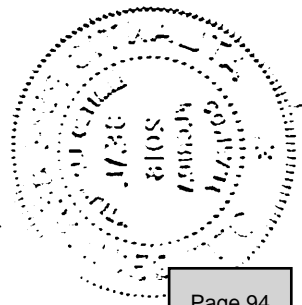
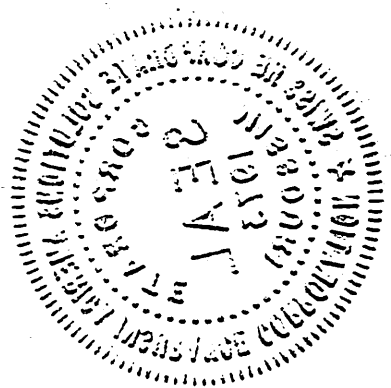


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SWISS RE CORPORATE SOLUTIONS

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION ("SRCSAIC")
SWISS RE CORPORATE SOLUTIONS PREMIER INSURANCE CORPORATION ("SRCSPIC")
WESTPORT INSURANCE CORPORATION ("WIC")

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT SRCSAIC, a corporation duly organized and existing under laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, and SRCSPIC, a corporation organized and existing under the laws of the State of Missouri and having its principal office in the City of Kansas City, Missouri, and WIC, organized under the laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, each does hereby make, constitute and appoint:

WILLIAM J. PALMER, BRYAN T. ROBERTSON, MARION F. HATCHER III, and SANDRA MOORE

JOINTLY OR SEVERALLY

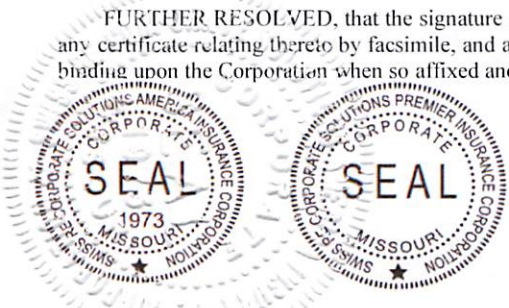
Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

TWO HUNDRED MILLION (\$200,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both SRCSAIC and SRCSPIC at meetings duly called and held on the 18th of November 2021 and WIC by written consent of its Executive Committee dated July 18, 2011.

"RESOLVED, that any two of the President, any Managing Director, any Senior Vice President, any Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is, authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Corporation bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Corporation; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Corporation may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By Erik Janssens, Senior Vice President of SRCSAIC & Senior Vice President of SRCSPIC & Senior Vice President of WIC

[Signature of Erik Janssens]



By Gerald Jagrowski, Vice President of SRCSAIC & Vice President of SRCSPIC & Vice President of WIC

[Signature of Gerald Jagrowski]

IN WITNESS WHEREOF, SRCSAIC, SRCSPIC, and WIC have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers

this 10 day of NOVEMBER, 20 22

State of Illinois
County of Cook

Swiss Re Corporate Solutions America Insurance Corporation
Swiss Re Corporate Solutions Premier Insurance Corporation
Westport Insurance Corporation

On this 10 day of NOVEMBER, 20 22, before me, a Notary Public personally appeared Erik Janssens, Senior Vice President of SRCSAIC and Senior Vice President of SRCSPIC and Senior Vice President of WIC and Gerald Jagrowski, Vice President of SRCSAIC and Vice President of SRCSPIC and Vice President of WIC, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.

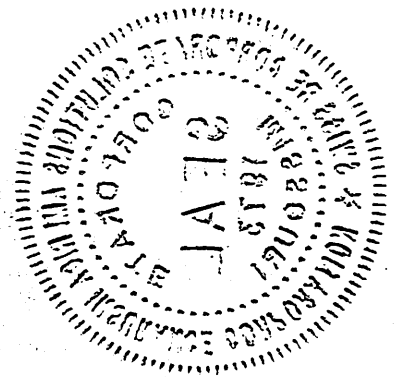


[Signature of Christina Manisco]

I, Jeffrey Goldberg, the duly elected Senior Vice President and Assistant Secretary of SRCSAIC and SRCSPIC and WIC, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said SRCSAIC and SRCSPIC and WIC, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 27th day of March, 20 23.

[Signature of Jeffrey Goldberg]
Jeffrey Goldberg, Senior Vice President & Assistant Secretary of SRCSAIC and SRCSPIC and WIC



Stephens Equivalent Bid Form

BID FORM 8J: Bid Fees

| Item | Description | Unit | Unit Price | |
|--|---|------|-------------|------------------------|
| | Day Rate: Multiple Locations | EA | \$ 4,250.00 | |
| Traffic Control/ MOT, Equipment Set-up and Monitoring | | | | |
| | Mobilization Per Vehicle | EA | \$ 1,850.00 | |
| Sanitary Sewer Manhole & Pipe Preparation/ Plug, Preclean and Video | | | | |
| | Vac Truck, Pre Clean Sanitary Sewer | LF | \$ 5.00 | |
| | CCTV/Video, Pre Video Sanitary Sewer | LF | \$ 3.00 | |
| Sanitary Sewer CIPP Installation | | | | |
| | CIPP Liner Equipment Site SET-up Per Run | EA | \$ 450.00 | |
| Sanitary Sewer CIPP 4.5 mm Liner Thickness (used in 2 -14 ft manhole depths) | | | | |
| | | | | Minimum Footage |
| | 6" Diameter | LF | \$ 88.05 | 150 |
| | 8" Diameter | LF | \$ 77.73 | 150 |
| | 10" Diameter | LF | \$ 97.38 | 150 |
| | 12" Diameter | LF | \$ 106.35 | 150 |
| | 16" Diameter | LF | \$ 139.42 | 150 |
| | 18" Diameter | LF | \$ 148.82 | 150 |
| | 24" Diameter | LF | \$ 188.73 | 150 |
| Sanitary Sewer CIPP 6 mm Liner Thickness (used in 14-25 ft manhole depths or where more structural integrity is needed) | | | | |
| | | | | Minimum Footage |
| | 6" Diameter | LF | \$ 99.22 | 150 |
| | 8" Diameter | LF | \$ 86.55 | 150 |
| | 10" Diameter | LF | \$ 108.30 | 150 |
| | 12" Diameter | LF | \$ 121.00 | 150 |
| | 16" Diameter | LF | \$ 162.58 | 150 |
| | 18" Diameter | LF | \$ 170.21 | 150 |
| | 24" Diameter | LF | \$ 188.73 | 150 |
| Sanitary Sewer CIPP Reinstatement | | | | |
| | Mainline Lateral Reinstatement | EA | \$ 365.00 | |
| | Mainline Invert Reinstatement | EA | \$ 865.00 | |
| Sanitary Sewer CIPP Installation Post Video | | | | |
| | CCTV/Video, Post Video | LF | \$ 2.25 | |
| Additional Services | | | | |
| | Plugging Mainline 6"-10" | Day | \$ 475.00 | |
| | Plugging Mainline 12"-16" | Day | \$ 895.00 | |
| | Plugging Mainline 18"-24" | Day | \$ 1,295.00 | |
| | Manhole Bypass Pumping 6"-10" Flow | Day | \$ 700.00 | |
| | Manhole Bypass Pumping 12"-16" Flow | Day | \$ 2,400.00 | |
| | Manhole Bypass Pumping 18"-24" Flow | Day | \$ 3,900.00 | |
| | Mainline Hammer Tap/ Extended Lateral Removal | EA | \$ 2,500.00 | |
| | Root Intrusion Removal | HRLY | \$ 275.00 | |
| | Chemical Grout Repairs 6"-10" | EA | \$ 650.00 | |
| | Chemical Grout Repairs 12"-16" | EA | \$ 850.00 | |
| | Chemical Grout Repairs 18"-24" | EA | \$ 1,050.00 | |
| | Additional Video and Reports | EA | \$ 75.00 | |

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SECTION 1. IDENTIFICATION

Product name : Tyfo®-PWR Part A

Manufacturer or supplier's details

Company : ELANTAS PDG, INC.
5200 North 2nd Street
St. Louis MO 63147
Telephone : (314) 621-5700
Visit our web site : www.elantas.com
E-mail address : Todd.Thomas@altana.com
Emergency telephone number : INFOTRAC - 1-800-535-5053

Recommended use of the chemical and restrictions on use

Recommended use : Casting Resin
Restrictions on use : Refer to Section 15 for any restrictions that may apply

SECTION 2. HAZARDS IDENTIFICATION

GHS Classification

Skin irritation : Category 2
Eye irritation : Category 2A
Skin sensitisation : Category 1
Specific target organ toxicity - single exposure : Category 3 (Respiratory system)

GHS label elements

Hazard pictograms : [Warning Pictogram]

Signal word : Warning

Hazard statements : H315 Causes skin irritation.
H317 May cause an allergic skin reaction.
H319 Causes serious eye irritation.
H335 May cause respiratory irritation.

Precautionary statements : Prevention:
P261 Avoid breathing dust/ fume/ gas/ mist/ vapours/ spray.
P264 Wash skin thoroughly after handling.
P271 Use only outdoors or in a well-ventilated area.
P272 Contaminated work clothing should not be allowed out of

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the workplace.
 P280 Wear eye protection/ face protection.
 P280 Wear protective gloves.
Response:
 P302 + P352 IF ON SKIN: Wash with plenty of soap and water.
 P304 + P340 + P312 IF INHALED: Remove victim to fresh air and keep at rest in a position comfortable for breathing. Call a POISON CENTER or doctor/ physician if you feel unwell.
 P305 + P351 + P338 IF IN EYES: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing.
 P333 + P313 If skin irritation or rash occurs: Get medical advice/ attention.
 P337 + P313 If eye irritation persists: Get medical advice/ attention.
 P362 Take off contaminated clothing and wash before reuse.
Storage:
 P403 + P233 Store in a well-ventilated place. Keep container tightly closed.
 P405 Store locked up.
Disposal:
 P501 Dispose of contents/ container to an approved waste disposal plant.

Other hazards
 None known.

SECTION 3. COMPOSITION/INFORMATION ON INGREDIENTS

Chemical nature : Epoxy Resin Solution

Hazardous components

| Component | CAS-No. | Concentration (%) |
|---------------|------------|-------------------|
| Epoxy Resin | 25068-38-6 | >= 80 - < 81 |
| Epoxy Resin | 28064-14-4 | >= 9 - < 10 |
| Epoxy diluent | 17557-23-2 | >= 9 - < 10 |

SECTION 4. FIRST AID MEASURES

General advice : Move out of dangerous area.
 Show this safety data sheet to the doctor in attendance.
 Do not leave the victim unattended.

If inhaled : If unconscious, place in recovery position and seek medical advice.

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- If symptoms persist, call a physician.
- In case of skin contact : If skin irritation persists, call a physician.
If on skin, rinse well with water.
If on clothes, remove clothes.
- In case of eye contact : Immediately flush eye(s) with plenty of water.
Remove contact lenses.
Protect unharmed eye.
Keep eye wide open while rinsing.
If eye irritation persists, consult a specialist.
- If swallowed : Keep respiratory tract clear.
Do not give milk or alcoholic beverages.
Never give anything by mouth to an unconscious person.
If symptoms persist, call a physician.

SECTION 5. FIREFIGHTING MEASURES

- Unsuitable extinguishing media : High volume water jet
- Further information : Standard procedure for chemical fires.
Use extinguishing measures that are appropriate to local circumstances and the surrounding environment.
- Special protective equipment for firefighters : Wear self-contained breathing apparatus for firefighting if necessary.

SECTION 6. ACCIDENTAL RELEASE MEASURES

- Personal precautions, protective equipment and emergency procedures : Use personal protective equipment.
- Environmental precautions : Prevent product from entering drains.
Prevent further leakage or spillage if safe to do so.
If the product contaminates rivers and lakes or drains inform respective authorities.
- Methods and materials for containment and cleaning up : Soak up with inert absorbent material (e.g. sand, silica gel, acid binder, universal binder, sawdust).
Keep in suitable, closed containers for disposal.
Absorbent paper or other organic material used for cleaning up resin is a fire hazard, as heat and spontaneous combustion can occur, particularly if the resin was catalyzed. Catalyzed resin can generate hazardous exothermic heat if allowed to polymerize in a mass. All soiled or waste materials must be water soaked, and kept in a closed bin until disposed of.

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SECTION 7. HANDLING AND STORAGE

- Advice on safe handling** :
- Avoid formation of aerosol.
 - Do not breathe vapours/dust.
 - Avoid exposure - obtain special instructions before use.
 - Avoid contact with skin and eyes.
 - For personal protection see section 8.
 - Smoking, eating and drinking should be prohibited in the application area.
 - Provide sufficient air exchange and/or exhaust in work rooms.
 - Dispose of rinse water in accordance with local and national regulations.
 - Persons susceptible to skin sensitisation problems or asthma, allergies, chronic or recurrent respiratory disease should not be employed in any process in which this mixture is being used.
 - The chemical reaction that cures mixed epoxy is exothermic (heat generating). If left to cure in a contained mass, such as in a mixing vessel, it can generate enough heat to melt plastic, burn skin or ignite surrounding combustible materials. The larger or thicker the epoxy mass, the more heat generated.
- Conditions for safe storage** :
- Store under conditions specified on the product Technical Data Sheet to maintain product quality.
 - Keep container tightly closed in a dry and well-ventilated place.
 - Observe label precautions.
 - Electrical installations / working materials must comply with the technological safety standards.

SECTION 8. EXPOSURE CONTROLS/PERSONAL PROTECTION

Components with workplace control parameters

Contains no substances with occupational exposure limit values.

- Engineering measures** :
- Use with adequate ventilation.
 - All application areas should be ventilated in accordance with applicable OSHA regulations. (29 CFR 1910.94)

Personal protective equipment

- Respiratory protection** :
- In the case of vapour formation use a respirator with an approved filter.

Hand protection

- Remarks** :
- The suitability for a specific workplace should be discussed with the producers of the protective gloves.

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| | |
|--------------------------|---|
| Eye protection | : Eye wash bottle with pure water Tightly fitting safety goggles Wear face-shield and protective suit for abnormal processing problems. |
| Skin and body protection | : Impervious clothing Choose body protection according to the amount and concentration of the dangerous substance at the work place. |
| Hygiene measures | : When using do not eat or drink. When using do not smoke. Wash hands before breaks and at the end of workday. |

SECTION 9. PHYSICAL AND CHEMICAL PROPERTIES

| | |
|---|--|
| Appearance | : liquid |
| Odour Threshold | : No data available |
| pH | : No data available |
| Melting point/freezing point | : No data available |
| Initial boiling point and boiling range | : No data available |
| Vapour pressure | : No data available |
| Flash point | : Greater than 201 °F (94 °C) Method: No information available. Information taken from reference works and the literature. |
| Upper explosion limit | : No data available |
| Lower explosion limit | : No data available |
| Evaporation rate | : No data available |
| Flammability (solid, gas) | : No data available |
| Relative vapour density | : No data available |
| Relative Density/Specific Gravity | : No data available |
| Density | : 1.1563 g/cm ³ (77 °F (25 °C)) |
| Solubility(ies) Water solubility | : No data available |

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| | |
|--|---|
| Solubility in other solvents | : No data available |
| Partition coefficient: n-octanol/water | : No data available |
| Auto-ignition temperature | : No data available |
| Thermal decomposition | : No data available |
| Viscosity | |
| Viscosity, dynamic | : No data available |
| Viscosity, kinematic | : Greater than 22 mm ² /s (104 °F (40 °C)) |

SECTION 10. STABILITY AND REACTIVITY

| | |
|------------------------------------|--|
| Reactivity | : No decomposition if stored and applied as directed. |
| Chemical stability | : No decomposition if stored and applied as directed. |
| Possibility of hazardous reactions | : No decomposition if stored and applied as directed. |
| Conditions to avoid | : No data available |
| Hazardous decomposition products | : The by-products expected in incomplete pyrolysis or combustion of epoxy resins are mainly phenolics, CO and water. |

SECTION 11. TOXICOLOGICAL INFORMATION

Information on likely routes of exposure

Inhalation
Skin contact
Eyes

Acute toxicity**Product:**

| | |
|-----------------------|---|
| Acute oral toxicity | : Acute toxicity estimate : > 5,000 mg/kg Method: Calculation method |
| Acute dermal toxicity | : Acute toxicity estimate : > 5,000 mg/kg Method: Calculation method |

Components:

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25068-38-6 Epoxy Resin:

Acute oral toxicity : LD50 (Rat): 11,400 mg/kg

LD50 (Rat, female): > 2,000 mg/kg
 Method: OECD Test Guideline 420
 GLP: yes

Acute inhalation toxicity : LC50 : Remarks: No data available

Acute dermal toxicity : LD50 (Rabbit): 23,400 mg/kg

LD50 (Rat, male and female): > 2,000 mg/kg
 Method: OECD Test Guideline 402
 GLP: yes

17557-23-2 Epoxy diluent:

Acute oral toxicity : LD50 (Rat): 4,500 mg/kg

Acute dermal toxicity : LD50 (Rabbit): 2,150 mg/kg

Skin corrosion/irritation**Product:**

Remarks: May cause skin irritation and/or dermatitis.

Components:**25068-38-6 Epoxy Resin:**

Species: Rabbit

Result: Moderate skin irritation

Species: Rabbit

Exposure time: 4 h

Method: OECD Test Guideline 404

Result: Skin irritation

GLP: yes

17557-23-2 Epoxy diluent:

Result: Moderate skin irritation

Serious eye damage/eye irritation**Product:**

Remarks: May cause irreversible eye damage.

Components:**25068-38-6 Epoxy Resin:**

Species: Rabbit

Result: Eye irritation

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SECTION 12. ECOLOGICAL INFORMATION

Ecotoxicity**Components:****25068-38-6 Epoxy Resin:**

Toxicity to daphnia and other aquatic invertebrates : EC50 (Daphnia (water flea)): 1.7 mg/l
 Exposure time: 48 h
 Test Type: static test
 Method: OECD Test Guideline 202
 GLP: yes

Toxicity to daphnia and other aquatic invertebrates (Chronic toxicity) : NOEC (Daphnia magna (Water flea)): 0.3 mg/l
 Exposure time: 21 d
 Test Type: semi-static test
 Method: OECD Test Guideline 211
 GLP: yes

Persistence and degradability**Components:****25068-38-6 Epoxy Resin:**

Biodegradability : Result: Not readily biodegradable.
 Method: OECD Test Guideline 301F
 GLP: yes

Bioaccumulative potential**Components:****25068-38-6 Epoxy Resin:**

Partition coefficient: n-octanol/water : log Pow: 3.242 (25 °C)
 pH: 7.1
 Method: OECD Test Guideline 117
 GLP: yes

Mobility in soil

No data available

Other adverse effects

No data available

Product:

Regulation

40 CFR Protection of Environment; Part 82 Protection of Stratospheric Ozone - CAA Section 602 Class I Substances

Remarks

This product neither contains, nor was manufactured with a Class I or Class II ODS as defined by the U.S. Clean Air Act Section 602 (40 CFR 82, Subpt. A, App.A + B).

Additional ecological : No data available

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information

SECTION 13. DISPOSAL CONSIDERATIONS**Disposal methods**

EPA Hazardous Waste Code(s) : none

Waste from residues : Do not dispose of waste into sewer. Do not contaminate ponds, waterways or ditches with chemical or used container. Send to a licensed waste management company. Catalyzed resin can generate hazardous exothermic heat if allowed to polymerize in a mass. All soiled or waste materials must be water soaked, and kept in a closed bin until disposed of. Dispose of the solid mass only if cure is complete and the mass has cooled. Follow federal, state or local disposal regulations.

Contaminated packaging : Empty remaining contents. Dispose of as unused product. Do not re-use empty containers.

SECTION 14. TRANSPORT INFORMATION**International Regulations****IATA-DGR**

Not regulated as a dangerous good

IMDG-Code

Not regulated as a dangerous good

Transport in bulk according to Annex II of MARPOL 73/78 and the IBC Code

Not applicable for product as supplied.

National Regulations**49 CFR**

Not regulated as a dangerous good

SECTION 15. REGULATORY INFORMATION**EPCRA - Emergency Planning and Community Right-to-Know Act****US. EPA CERCLA Hazardous Substances (40 CFR 302)**

This material does not contain any components with a CERCLA RQ.

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SARA 304 - Emergency Release Notification

This material does not contain any components with a section 304 EHS RQ.

US. EPA Emergency Planning and Community Right-To-Know Act (EPCRA) SARA Title III Section 302 Extremely Hazardous Substance (40 CFR 355, Appendix A)

This material does not contain any components with a SARA 302 RQ.

SARA 311/312 Hazards : Per the June 13, 2016 Federal Register notice, EPA harmonized the EPCRA 311/312 hazard categories with the 2012 OSHA hazard communication standard for classifying and labeling of chemicals (i.e. GHS). Please refer to Section 2 of the SDS to identify the appropriate hazard categories for reporting purposes.

SARA 302 : No chemicals in this material are subject to the reporting requirements of SARA Title III, Section 302.

SARA 313 : This material does not contain any chemical components with known CAS numbers that exceed the threshold (De Minimis) reporting levels established by SARA Title III, Section 313.

Clean Air Act

This product does not contain any hazardous air pollutants (HAP), as defined by the U.S. Clean Air Act Section 112 (40 CFR 61).

This product does not contain any chemicals listed under the U.S. Clean Air Act Section 112(r) for Accidental Release Prevention (40 CFR 68.130, Subpart F).

This product does not contain any chemicals listed under the U.S. Clean Air Act Section 111 SOCM I Intermediate or Final VOC's (40 CFR 60.489).

Non-volatile (Wt) : Refer to the product technical data sheet for VOC information.

Massachusetts Right To Know

No components are subject to the Massachusetts Right to Know Act.

Pennsylvania Right To Know

| | |
|---------------|------------|
| Epoxy Resin | 25068-38-6 |
| Epoxy Resin | 28064-14-4 |
| Epoxy diluent | 17557-23-2 |

New Jersey Right To Know

| | |
|---------------|------------|
| Epoxy Resin | 25068-38-6 |
| Epoxy Resin | 28064-14-4 |
| Epoxy diluent | 17557-23-2 |

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New Jersey Trade Secret Registry Number for the product (NJ TSRN) : NOT APPLICABLE

California Prop 65 WARNING! This product contains a chemical known to the State of California to cause cancer.
Phenyl glycidyl ether 122-60-1

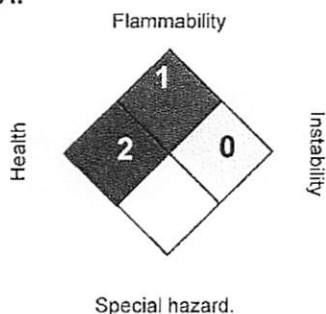
The components of this product are reported in the following inventories:

- TSCA : We certify that all of the components of this product are either listed on the TSCA Inventory or are not subject to the notification requirements per 40 CFR 720 30(h).
- Section 4 / 12(b) : Not applicable
- Section 5 : Not applicable
- DSL : We certify that all of the components of this product are listed on the DSL.

SECTION 16. OTHER INFORMATION

Further information

NFPA:



HMIS III:

| | |
|------------------------|----------|
| HEALTH | 2 |
| FLAMMABILITY | 1 |
| PHYSICAL HAZARD | 0 |

0 = not significant, 1 =Slight,
2 = Moderate, 3 = High
4 = Extreme, * = Chronic

Revision Date : 10/18/2016

The information provided in this Safety Data Sheet is correct to the best of our knowledge, information and belief at the date of its publication. The information given is designed only as a guidance for safe handling, use, processing, storage, transportation, disposal and release and is not to be considered a warranty or quality specification. The information relates only to the specific material designated and may not be valid for such material used in combination with any other materials or in any process, unless specified in the text.

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Tyfo®-PWR Part B - 12 lbs

Version 4

Revision Date 02/27/2018

Print Date 04/13/2018

SECTION 1. IDENTIFICATION

Product name : Tyfo®-PWR Part B - 12 lbs

Manufacturer or supplier's details

Company : ELANTAS PDG, INC.
5200 North 2nd Street
St. Louis MO 63147
Telephone : (314) 621-5700
Visit our web site : www.elantas.com
E-mail address : Todd.Thomas@altana.com
Emergency telephone number : INFOTRAC - 1-800-535-5053

Recommended use of the chemical and restrictions on use

Recommended use : Casting Resin
Restrictions on use : Refer to Section 15 for any restrictions that may apply

SECTION 2. HAZARDS IDENTIFICATION

GHS Classification

Skin irritation : Category 2
Eye irritation : Category 2A
Reproductive toxicity : Category 2

GHS label elements

Hazard pictograms : [GHS pictograms: Health Hazard and Exclamation Mark]

Signal word : Warning

Hazard statements : H315 Causes skin irritation.
H319 Causes serious eye irritation.
H361d Suspected of damaging the unborn child.

Precautionary statements : Prevention:
P201 Obtain special instructions before use.
P202 Do not handle until all safety precautions have been read and understood.
P264 Wash skin thoroughly after handling.
P280 Wear protective gloves/ protective clothing/ eye protection/ face protection.
Response:

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P302 + P352 IF ON SKIN: Wash with plenty of soap and water.
 P305 + P351 + P338 IF IN EYES: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing.
 P308 + P313 IF exposed or concerned: Get medical advice/attention.
 P332 + P313 If skin irritation occurs: Get medical advice/attention.
 P337 + P313 If eye irritation persists: Get medical advice/attention.
 P362 Take off contaminated clothing and wash before reuse.
Storage:
 P405 Store locked up.
Disposal:
 P501 Dispose of contents/ container to an approved waste disposal plant.

Other hazards
 None known.

SECTION 3. COMPOSITION/INFORMATION ON INGREDIENTS

Chemical nature : Modified Aromatic Polyamine

Hazardous components

| Component | CAS-No. | Concentration (%) |
|---|------------|-------------------|
| 2-ethylhexanoic acid, compound with 2,4,6-tris[(dimethylamino)methyl]phenol | 51365-70-9 | >= 90 - < 91 |
| 2-Ethylhexanoic acid | 149-57-5 | >= 9 - < 10 |

SECTION 4. FIRST AID MEASURES

General advice : Move out of dangerous area.
 Show this safety data sheet to the doctor in attendance.
 Do not leave the victim unattended.

If inhaled : If unconscious, place in recovery position and seek medical advice.
 If symptoms persist, call a physician.

In case of eye contact : Flush eyes with water as a precaution.
 Remove contact lenses.
 Protect unharmed eye.
 Keep eye wide open while rinsing.
 If eye irritation persists, consult a specialist.

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If swallowed : Induce vomiting immediately and call a physician.
 Keep respiratory tract clear.
 Do not give milk or alcoholic beverages.
 Never give anything by mouth to an unconscious person.
 If symptoms persist, call a physician.
 Take victim immediately to hospital.

SECTION 5. FIREFIGHTING MEASURES

Unsuitable extinguishing media : High volume water jet

Specific hazards during firefighting : Do not allow run-off from fire fighting to enter drains or water courses.

Further information : Collect contaminated fire extinguishing water separately. This must not be discharged into drains.
 Fire residues and contaminated fire extinguishing water must be disposed of in accordance with local regulations.

Special protective equipment for firefighters : Wear self-contained breathing apparatus for firefighting if necessary.

SECTION 6. ACCIDENTAL RELEASE MEASURES

Personal precautions, protective equipment and emergency procedures : Use personal protective equipment.

Environmental precautions : Prevent product from entering drains.
 Prevent further leakage or spillage if safe to do so.
 If the product contaminates rivers and lakes or drains inform respective authorities.

Methods and materials for containment and cleaning up : Soak up with inert absorbent material (e.g. sand, silica gel, acid binder, universal binder, sawdust).
 Keep in suitable, closed containers for disposal.

SECTION 7. HANDLING AND STORAGE

Advice on safe handling : Do not breathe vapours/dust.
 Avoid exposure - obtain special instructions before use.
 Avoid contact with skin and eyes.
 For personal protection see section 8.
 Smoking, eating and drinking should be prohibited in the application area.
 Dispose of rinse water in accordance with local and national regulations.

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Conditions for safe storage : Store under conditions specified on the product Technical Data Sheet to maintain product quality.
 Keep container tightly closed in a dry and well-ventilated place.
 Observe label precautions.
 Electrical installations / working materials must comply with the technological safety standards.

SECTION 8. EXPOSURE CONTROLS/PERSONAL PROTECTION

Components with workplace control parameters

| Components | CAS-No. | Value type (Form of exposure) | Control parameters / Permissible concentration | Basis |
|----------------------|----------|---------------------------------------|---|-------|
| 2-Ethylhexanoic acid | 149-57-5 | TWA (Inhalable fraction and vapor) | 5 mg/m ³ | ACGIH |

Engineering measures : Use with adequate ventilation.
 All application areas should be ventilated in accordance with applicable OSHA regulations. (29 CFR 1910.94)

Personal protective equipment

Respiratory protection : In the case of vapour formation use a respirator with an approved filter.

Hand protection
Remarks : The suitability for a specific workplace should be discussed with the producers of the protective gloves.

Eye protection : Eye wash bottle with pure water
 Tightly fitting safety goggles

Skin and body protection : Impervious clothing
 Choose body protection according to the amount and concentration of the dangerous substance at the work place.

Hygiene measures : When using do not eat or drink.
 When using do not smoke.
 Wash hands before breaks and at the end of workday.

SECTION 9. PHYSICAL AND CHEMICAL PROPERTIES

Appearance : liquid

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| | |
|---|--|
| Odour Threshold | : No data available |
| pH | : No data available |
| Melting point/freezing point | : No data available |
| Initial boiling point and boiling range | : No data available |
| Vapour pressure | : No data available |
| Flash point | : Greater than 201 °F (94 °C) Method: No information available. Information taken from reference works and the literature. |
| Upper explosion limit | : No data available |
| Lower explosion limit | : No data available |
| Evaporation rate | : No data available |
| Flammability (solid, gas) | : No data available |
| Relative vapour density | : No data available |
| Relative Density/Specific Gravity | : No data available |
| Density | : 0.9634 g/cm ³ (77 °F (25 °C)) |
| Solubility(ies) | |
| Water solubility | : No data available |
| Solubility in other solvents | : No data available |
| Partition coefficient: n-octanol/water | : No data available |
| Ignition temperature | : No data available |
| Thermal decomposition | : No data available |
| Viscosity | |
| Viscosity, dynamic | : No data available |
| Viscosity, kinematic | : Greater than 22 mm ² /s (104 °F (40 °C)) |

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SECTION 10. STABILITY AND REACTIVITY

| | |
|------------------------------------|--|
| Reactivity | : No decomposition if stored and applied as directed. |
| Chemical stability | : No decomposition if stored and applied as directed. |
| Possibility of hazardous reactions | : No decomposition if stored and applied as directed. |
| Conditions to avoid | : No data available |
| Hazardous decomposition products | : The by-products expected in incomplete pyrolysis or combustion of epoxy resins are mainly phenolics, CO and water. |

SECTION 11. TOXICOLOGICAL INFORMATION

Information on likely routes of exposure

Inhalation
Skin contact
Eyes

Acute toxicity

Product:

Acute oral toxicity : Acute toxicity estimate : > 5,000 mg/kg
Method: Calculation method

Acute dermal toxicity : Acute toxicity estimate : > 5,000 mg/kg
Method: Calculation method

Components:

149-57-5 2-Ethylhexanoic acid:

Acute oral toxicity : LD50 (Rat): 3,000 mg/kg

Acute dermal toxicity : LD50 (Rabbit): 1.260 mg/kg

LD50 (Rat, male and female): 2,001 mg/kg
Method: OECD Test Guideline 402
GLP: yes

Skin corrosion/irritation

Components:

149-57-5 2-Ethylhexanoic acid:

Species: Rabbit
Result: Mild skin irritation

Species: Rabbit

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Method: OECD Test Guideline 404
Result: No skin irritation
GLP: yes

Serious eye damage/eye irritation

Components:

149-57-5 2-Ethylhexanoic acid:

Species: Rabbit
Result: Severe eye irritation
Method: Draize Test

Species: Rabbit
Result: No eye irritation
Method: OECD Test Guideline 405
GLP: yes

Respiratory or skin sensitisation

Components:

149-57-5 2-Ethylhexanoic acid:

Test Type: Maximisation Test
Exposure routes: Dermal
Species: Guinea pig
Method: OECD Test Guideline 406
Result: Does not cause skin sensitisation.
GLP: yes

Carcinogenicity

IARC No component of this product present at levels greater than or equal to 0.1% is identified as probable, possible or confirmed human carcinogen by IARC.

ACGIH No component of this product present at levels greater than or equal to 0.1% is identified as a carcinogen or potential carcinogen by ACGIH.

OSHA No component of this product present at levels greater than or equal to 0.1% is on OSHA's list of regulated carcinogens.

NTP No component of this product present at levels greater than or equal to 0.1% is identified as a known or anticipated carcinogen by NTP.

Further information

Product:

Remarks: No data available

SAFETY DATA SHEET



Tyfo®-PWR Part B - 12 lbs

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Print Date 04/13/2018

SECTION 12. ECOLOGICAL INFORMATION

Ecotoxicity

No data available

Persistence and degradability

No data available

Bioaccumulative potential

No data available

Mobility in soil

No data available

Other adverse effects

No data available

Product:

Regulation

40 CFR Protection of Environment; Part 82 Protection of Stratospheric Ozone - CAA Section 602 Class I Substances

Remarks

This product neither contains, nor was manufactured with a Class I or Class II ODS as defined by the U.S. Clean Air Act Section 602 (40 CFR 82, Subpt. A, App.A + B).

Additional ecological information

: No data available

SECTION 13. DISPOSAL CONSIDERATIONS

Disposal methods

EPA Hazardous Waste Code(s) : none

Waste from residues : Do not dispose of waste into sewer.
Do not contaminate ponds, waterways or ditches with chemical or used container.
Send to a licensed waste management company.

Contaminated packaging : Empty remaining contents.
Dispose of as unused product.
Do not re-use empty containers.

SECTION 14. TRANSPORT INFORMATION

International Regulations**IATA-DGR**

Not regulated as a dangerous good

SAFETY DATA SHEET



Tyfo®-PWR Part B - 12 lbs

Version 4

Revision Date 02/27/2018

Print Date 04/13/2018

IMDG-Code

Not regulated as a dangerous good

Transport in bulk according to Annex II of MARPOL 73/78 and the IBC Code

Not applicable for product as supplied.

National Regulations**49 CFR**

Not regulated as a dangerous good

SECTION 15. REGULATORY INFORMATION**EPCRA - Emergency Planning and Community Right-to-Know Act****US. EPA CERCLA Hazardous Substances (40 CFR 302)**

This material does not contain any components with a CERCLA RQ.

SARA 304 - Emergency Release Notification

This material does not contain any components with a section 304 EHS RQ.

US. EPA Emergency Planning and Community Right-To-Know Act (EPCRA) SARA Title III Section 302 Extremely Hazardous Substance (40 CFR 355, Appendix A)

This material does not contain any components with a SARA 302 RQ.

SARA 311/312 Hazards : Per the June 13, 2016 Federal Register notice, EPA harmonized the EPCRA 311/312 hazard categories with the 2012 OSHA hazard communication standard for classifying and labeling of chemicals (i.e. GHS). Please refer to Section 2 of the SDS to identify the appropriate hazard categories for reporting purposes.

SARA 302 : No chemicals in this material are subject to the reporting requirements of SARA Title III, Section 302.

SARA 313 : This material does not contain any chemical components with known CAS numbers that exceed the threshold (De Minimis) reporting levels established by SARA Title III, Section 313.

Clean Air Act

This product does not contain any hazardous air pollutants (HAP), as defined by the U.S. Clean Air Act Section 112 (40 CFR 61).

This product does not contain any chemicals listed under the U.S. Clean Air Act Section 112(r) for Accidental Release Prevention (40 CFR 68.130, Subpart F).

This product does not contain any chemicals listed under the U.S. Clean Air Act Section 111 SOCM I Intermediate or Final VOC's (40 CFR 60.489).

SAFETY DATA SHEET



Tyfo®-PWR Part B - 12 lbs

Version 4

Revision Date 02/27/2018

Print Date 04/13/2018

Non-volatile (Wt) : Refer to the product technical data sheet for VOC information.

US State Regulations

Massachusetts Right To Know

No components are subject to the Massachusetts Right to Know Act.

Pennsylvania Right To Know

| | |
|---|------------|
| 2-ethylhexanoic acid, compound with 2,4,6-tris[(dimethylamino)methyl]phenol | 51365-70-9 |
| 2-Ethylhexanoic acid | 149-57-5 |

New Jersey Right To Know

| | |
|---|------------|
| 2-ethylhexanoic acid, compound with 2,4,6-tris[(dimethylamino)methyl]phenol | 51365-70-9 |
| 2-Ethylhexanoic acid | 149-57-5 |

New Jersey Trade Secret Registry Number for the product (NJ TSRN) : NOT APPLICABLE

California Prop 65 : This product does not contain any chemicals known to State of California to cause cancer, birth defects, or any other reproductive harm.

The components of this product are reported in the following inventories:

TSCA : We certify that all of the components of this product are either listed on the TSCA Inventory or are not subject to the notification requirements per 40 CFR 720 30(h).

Section 4 / 12(b) : Not applicable

Section 5 : Not applicable

DSL : We certify that all of the components of this product are listed on the DSL.

: Complex of 2,4,6-Tris-(dimethylamino)-methylphenol and ethylhexanoic acid

SAFETY DATA SHEET



Tyfo®-PWR Part B - 12 lbs

Version 4

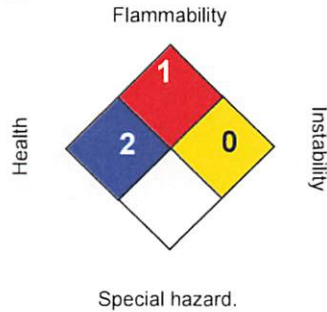
Revision Date 02/27/2018

Print Date 04/13/2018

SECTION 16. OTHER INFORMATION

Further information

NFPA:



HMIS III:

| | |
|-----------------|----|
| HEALTH | 2* |
| FLAMMABILITY | 1 |
| PHYSICAL HAZARD | 0 |

0 = not significant, 1 =Slight,
 2 = Moderate, 3 = High
 4 = Extreme, * = Chronic

Revision Date : 02/27/2018

The information provided in this Safety Data Sheet is correct to the best of our knowledge, information and belief at the date of its publication. The information given is designed only as a guidance for safe handling, use, processing, storage, transportation, disposal and release and is not to be considered a warranty or quality specification. The information relates only to the specific material designated and may not be valid for such material used in combination with any other materials or in any process, unless specified in the text.

Technical Data Sheet
Engineering Materials

Tyfo[®]-PWR

Two-Component Epoxy CIPP Compound

ELANTAS PDG, Inc.
5200 North Second Street
St. Louis, MO 63147
USA
Tel +1 314 621-5700
Fax +1 314 436-1030
info.elantas.pdg@altana.com
www.elantas.com

Tyfo[®]-PWR

Product Description

Tyfo[®]-PWR is a two-component, heat-curing, 100%-solids epoxy system.

Areas of Application

Impregnation of fiber and felt liners for cured-in-place pipe (CIPP)

Features and Benefits

- Designed for on-site application and trenchless repair of pipes
- Good workable pot life
- Compatible with moist surfaces
- NSF approved for potable water applications

Transportation / Storage

Store below 25°C / 77°F in a dry controlled environment out of direct sunlight. This material should be suitable for use stored under these conditions in the original sealed containers for twelve (12) months from the date of shipment.

Failure to store this product as recommended above may lead to deterioration in product performance.

Mix individual components thoroughly before use.

Health / Safety

Refer to the Safety Data Sheet.

See ELANTAS PDG Technical Bulletins *TI-100 - Handling Precautions for Epoxy Resins* and *TI-4005 - Epoxy Reaction Potential Hazards* for additional information.

Typical Properties of Material as Supplied

| Property | Conditions | Value | | Units |
|-------------------|-----------------|-------------------------------|-------------------------------|----------|
| | | Tyfo [®] -PWR Part A | Tyfo [®] -PWR Part B | |
| Viscosity | 25°C / 77°F | 2,400 – 3,600 | 500 - 800 | cP |
| Weight per Gallon | 25°C / 77°F | 9.50 – 9.80 | 8.00 – 8.10 | pounds |
| Flash Point | ASTM D93 | > 94 > 201 | > 94 > 201 | °C °F |
| Mix Ratio | Parts by weight | 100 | 4 | |

Typical Properties of Mixed Materials

| Property | Conditions | Value | Units |
|--------------------------|-------------|----------------------|-----------------|
| Gel Time (200 mL) | 25°C / 77°F | 50 - 60 | hours |
| Volatile Organic Content | ASTM D6053 | < 0.1 ^[1] | pounds / gallon |

^[1] VOC test methods and limits vary widely by regulatory jurisdiction and product application. The value above was obtained by curing a thin film under specific laboratory conditions (2 grams - 1 hour - 150°C). Contact your ELANTAS PDG representative regarding alternate methods.

Tyfo®-PWR

Processing / Curing Schedule

Tyfo®-PWR Part A and Tyfo®-PWR Part B should be conditioned before use by cooling to 15 – 20°C / 59 – 68°C. Add Part B to Part A in the ratio specified above using meter mix equipment or a mixing tank equipped with a mechanical mixer. Mix until homogenous (typically 4 - 6 minutes).

Keep mixture below 25°C / 77°F to maximize available pot life for application.

Saturate the pipe liner with the mixture, using vacuum if desired for improved penetration. Calendar, if necessary, to remove excess liquid.

Insert liner into pipe, maintaining air or water pressure to assure contact with the pipe surface. The system will cure at room temperature in 48 - 72 hours but a heat cure, with either hot water or steam, is recommended for best performance:

Cure: 4 hours at 90°C / 194°F

Pressure should be maintained during cool down to avoid collapse of the liner. This may require 8 – 10 hours depending on ambient temperature and the thickness of the liner.

The cure schedule above is based on time after the unit reaches the specified temperature and is a recommendation only. The user is responsible for determining the optimum cure conditions for his application.

Typical Mechanical Properties – Specimens cured 4 hours at 90°C / 194°F

| Property | Test Method | Conditions | Value | Units |
|--|-------------|--|-----------|----------------------|
| Shore Hardness | ASTM D2240 | 25°C / 77°F | D 83 | |
| Linear Shrinkage | ASTM D2566 | | < 1 | % |
| Tensile Strength | ASTM D638 | 25°C / 77°F | 9,600 | psi |
| Elongation | ASTM D638 | 25°C / 77°F | 8 | % |
| Glass Transition Temp. (T _g) | ASTM E831 | TMA | 77 | °C |
| Coefficient of Thermal Expansion | ASTM E831 | below T _g above T _g | 70 240 | ppm / °C ppm / °C |

The above properties are typical values and are not intended for specification use.

ELANTAS PDG, Inc. warrants the chemical composition of its products within stated tolerances, but does not guarantee that a product will be appropriate for any particular application. Any recommendation, performance of tests or suggestion is offered merely as a guide and is not a substitute for a thorough evaluation by the user. No representative of ELANTAS PDG, Inc. has the authority to offer a warranty that a product will perform satisfactorily in manufacturing a product and no such representation should be relied upon.

The user may forward, distribute, and/or photocopy this document only if unaltered and complete, and should refrain from any unauthorized use. This document may not be copied to a website without specific authorization from ELANTAS PDG, Inc.



Tyfo[®]-PWR R00 01/27/17

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A member of  ALTANA

ALTERNATE PRODUCT BID

Polyester Resin Bid Form

**BID FORM 8J:
Bid Fees**

| Item | Description | Unit | Unit Price | |
|--|---|------|-------------|------------------------|
| | Day Rate: Multiple Locations | EA | \$ 4,250.00 | |
| Traffic Control/ MOT, Equipment Set-up and Monitoring | | | | |
| | Mobilization Per Vehicle | EA | \$ 1,850.00 | |
| Sanitary Sewer Manhole & Pipe Preparation/ Plug, Preclean and Video | | | | |
| | Vac Truck, Pre Clean Sanitary Sewer | LF | \$ 5.00 | |
| | CCTV/Video, Pre Video Sanitary Sewer | LF | \$ 3.00 | |
| Sanitary Sewer CIPP Installation | | | | |
| | CIPP Liner Equipment Site SET-up Per Run | EA | \$ 450.00 | |
| Sanitary Sewer CIPP 4.5 mm Liner Thickness (used in 2 -14 ft manhole depths) | | | | |
| | | | | Minimum Footage |
| | 6" Diameter | LF | \$ 72.87 | 150 |
| | 8" Diameter | LF | \$ 59.97 | 150 |
| | 10" Diameter | LF | \$ 64.62 | 150 |
| | 12" Diameter | LF | \$ 68.32 | 150 |
| | 16" Diameter | LF | \$ 80.66 | 150 |
| | 18" Diameter | LF | \$ 91.97 | 150 |
| | 24" Diameter | LF | \$ 115.69 | 150 |
| Sanitary Sewer CIPP 6 mm Liner Thickness (used in 14-25 ft manhole depths or where more structural integrity is needed) | | | | |
| | | | | Minimum Footage |
| | 6" Diameter | LF | \$ 79.84 | 150 |
| | 8" Diameter | LF | \$ 62.04 | 150 |
| | 10" Diameter | LF | \$ 67.38 | 150 |
| | 12" Diameter | LF | \$ 72.49 | 150 |
| | 16" Diameter | LF | \$ 92.09 | 150 |
| | 18" Diameter | LF | \$ 97.76 | 150 |
| | 24" Diameter | LF | \$ 125.57 | 150 |
| Sanitary Sewer CIPP Reinstatement | | | | |
| | Mainline Lateral Reinstatement | EA | \$ 365.00 | |
| | Mainline Invert Reinstatement | EA | \$ 865.00 | |
| Sanitary Sewer CIPP Installation Post Video | | | | |
| | CCTV/Video, Post Video | LF | \$ 2.25 | |
| Additional Services | | | | |
| | Plugging Mainline 6"-10" | Day | \$ 475.00 | |
| | Plugging Mainline 12"-16" | Day | \$ 895.00 | |
| | Plugging Mainline 18"-24" | Day | \$ 1,295.00 | |
| | Manhole Bypass Pumping 6"-10" Flow | Day | \$ 700.00 | |
| | Manhole Bypass Pumping 12"-16" Flow | Day | \$ 2,400.00 | |
| | Manhole Bypass Pumping 18"-24" Flow | Day | \$ 3,900.00 | |
| | Mainline Hammer Tap/ Extended Lateral Removal | EA | \$ 2,500.00 | |
| | Root Intrusion Removal | HRLY | \$ 275.00 | |
| | Chemical Grout Repairs 6"-10" | EA | \$ 650.00 | |
| | Chemical Grout Repairs 12"-16" | EA | \$ 850.00 | |
| | Chemical Grout Repairs 18"-24" | EA | \$ 1,050.00 | |
| | Additional Video and Reports | EA | \$ 75.00 | |



Worldwide Pipeline 17999 Edison Ave.

Tel: (636) 530-8000

Rehabilitation Chesterfield, MO 63005

Fax: (636) 530-8744

**102T Series
Polyester Resin
Aug 2020**

**Polyester Resin for Gravity
CIPP Applications**

Insituform's 102T Series is a family of polyester resins for gravity sanitary and storm sewer applications. Resins currently approved for the 102T Series include:

AOC L758
Interplastic COR78-AT-559/5XX
AOC L721
Insituform 102T

Typical Resin/Felt Properties

| | | |
|----------------------------|---------------|------------|
| Flexural Strength, psi/MPa | 4,500/31.5 | ASTM D 790 |
| Flexural Modulus, psi/MPa | 400,000/2,760 | ASTM D 790 |

Description

Insituform's 102T Series resins are comprised of filled, thixotropic polyester resins and are excellent applications for sanitary and storm sewers. These resins can also be used in some industrial applications. Polyester resins provide the corrosion resistance required for sanitary sewer applications and also provide the durability needed for long-term applications.

Features

Good physical properties, corrosion resistant, durable, good long-term properties, excellent catalyzed pot life, high heat distortion temperature and high molecular weight.

Safety

Safety guidelines are available in the appropriate Material Safety Data Sheet.

Detailed Information

Detailed information for any of the approved resins in the 102T Series can be provided upon request.



Worldwide Pipeline 17999 Edison Ave.

Tel: (636) 530-8000

Rehabilitation Chesterfield, MO 63005

Fax: (636) 530-8744

**102T Series
Polyester Resin
Aug 2020**

**Corrosion Testing for Gravity
CIPP Applications**

Insituform's 102T Series is a family of polyester resins for gravity sanitary and storm sewer applications. Resins currently approved for the 102T Series include:

AOC L758
Interplastic COR78-AT-559/5XX
AOC L721
Insituform 102T

Typical Resin/Felt Properties

| | | |
|----------------------------|---------------|------------|
| Flexural Strength, psi/MPa | 4,500/31.5 | ASTM D 790 |
| Flexural Modulus, psi/MPa | 400,000/2,760 | ASTM D 790 |

Chemical Resistance Testing

CIPP laminates made from each of Insituform's 102T Series resins are tested for chemical resistance in accordance with ASTM F1216 for one month exposure and ASTM D5813 for one year exposure.

Test Results

The results of the ASTM F 1216 and D 5813 chemical corrosion testing are shown in the attached data sheets ASTM F 1216 CORROSION TESTING RESULTS and ASTM D 5813 CORROSION TESTING RESULTS, respectively.

Detailed Information

Detailed information for any of the approved resins in the 102T Series can be provided upon request.

**INSITUFORM TECHNOLOGIES
102T SERIES POLYESTER RESIN
ASTM D 5813 CORROSION TESTING RESULTS**

| | AOC L721-LTA | | AOC L758-LTI | | COR 78-AT-559/5XX | | INSITUFORM 102T | |
|---------------------------|--------------|-------------|--------------|-------------|-------------------|-------------|-----------------|-------------|
| | RETENTION | REQUIREMENT | | REQUIREMENT | RETENTION | REQUIREMENT | RETENTION | REQUIREMENT |
| | VALUE | 80% | VALUE | 80% | VALUE | 80% | VALUE | 80% |
| CONTROL SAMPLE | | | | | | | | |
| Flexural Modulus, psi | 619,000 | | 668,000 | | 666,000 | | 742,000 | |
| 1% NITRIC ACID | | | | | | | | |
| Flexural Modulus, psi | 533,000 | | 561,000 | | 620,000 | | 700,000 | |
| % Retention | 86% | PASSED | 84% | PASSED | 93% | PASSED | 94% | PASSED |
| 5% SULFURIC ACID | | | | | | | | |
| Flexural Modulus, psi | 562,000 | | 572,000 | | 637,000 | | 728,000 | |
| % Retention | 91% | PASSED | 86% | PASSED | 96% | PASSED | 98% | PASSED |
| 100% ASTM FUEL C | | | | | | | | |
| FLEXURAL MODULUS, psi | 587,000 | | 666,000 | | 595,000 | | 744,000 | |
| % Retention | 95% | PASSED | 100% | PASSED | 89% | PASSED | 100% | PASSED |
| 100% VEGETABLE OIL | | | | | | | | |
| FLEXURAL MODULUS, psi | 634,000 | | 665,000 | | 674,000 | | 753,000 | |
| % Retention | 102% | PASSED | 100% | PASSED | 101% | PASSED | 101% | PASSED |
| 0.10% DETERGENT | | | | | | | | |
| Flexural Modulus, psi | 550,000 | | 591,000 | | 638,000 | | 633,000 | |
| % Retention | 89% | PASSED | 89% | PASSED | 96% | PASSED | 85% | PASSED |
| 0.10% SOAP | | | | | | | | |
| Flexural Modulus, psi | 553,000 | | 651,000 | | 645,000 | | 654,000 | |
| % Retention | 89% | PASSED | 98% | PASSED | 97% | PASSED | 88% | PASSED |

August 2020

**INSITUFORM TECHNOLOGIES
102T SERIES PLOYESTER RESIN
ASTM F 1216 CORROSION TESTING RESULTS**

| | AOC L721-LTA | | AOC L758-LTI | | COR 78-AT-559/5XX | | INSITUFORM 102T | |
|----------------------------|-----------------|-----------------|-----------------|-----------------|-------------------|-----------------|-----------------|-----------------|
| | RETENTION VALUE | REQUIREMENT 80% | RETENTION VALUE | REQUIREMENT 80% | RETENTION VALUE | REQUIREMENT 80% | RETENTION VALUE | REQUIREMENT 80% |
| CONTROL SAMPLE | | | | | | | | |
| FLEXURAL STRENGTH, psi | 6,650 | | 6,048 | | 8180 | | 6,896 | |
| FLEXURAL MODULUS, psi | 590,000 | | 722,710 | | 665887 | | 750,666 | |
| TAP WATER | | | | | | | | |
| FLEXURAL STRENGTH, psi | 7,602 | | 6,353 | | 7896 | | 6,703 | |
| % RETENTION | 114% | PASSED | 100% | PASSED | 97% | PASSED | 97% | PASSED |
| FLEXURAL MODULUS, psi | 551,706 | | 632,142 | | 648714 | | 730,936 | |
| % RETENTION | 94% | PASSED | 88% | PASSED | 97% | PASSED | 97% | PASSED |
| 5% NITRIC ACID | | | | | | | | |
| FLEXURAL STRENGTH, psi | 7,464 | | 5,924 | | 7858 | | 6,281 | |
| % RETENTION | 112% | PASSED | 98% | PASSED | 96% | PASSED | 91% | PASSED |
| FLEXURAL MODULUS, psi | 568,565 | | 616,116 | | 640045 | | 755,552 | |
| % RETENTION | 96% | PASSED | 85% | PASSED | 96% | PASSED | 101% | PASSED |
| 10% PHOSPHORIC ACID | | | | | | | | |
| FLEXURAL STRENGTH, psi | 7,623 | | 6,291 | | 7709 | | 7,177 | |
| % RETENTION | 115% | PASSED | 100% | PASSED | 94% | PASSED | 104% | PASSED |
| FLEXURAL MODULUS, psi | 544,623 | | 678,126 | | 663334 | | 757,194 | |
| % RETENTION | 92% | PASSED | 94% | PASSED | 100% | PASSED | 101% | PASSED |
| 10% SULFURIC ACID | | | | | | | | |
| FLEXURAL STRENGTH, psi | 7,557 | | 6,236 | | 7774 | | 6,989 | |
| % RETENTION | 114% | PASSED | 100% | PASSED | 95% | PASSED | 101% | PASSED |
| FLEXURAL MODULUS, psi | 575,028 | | 646,307 | | 667650 | | 745,008 | |
| % RETENTION | 97% | PASSED | 90% | PASSED | 100% | PASSED | 99% | PASSED |
| 100% GASOLINE | | | | | | | | |
| FLEXURAL STRENGTH, psi | 8,397 | | 6,576 | | 8527 | | 7,639 | |
| % RETENTION | 126% | PASSED | 100% | PASSED | 104% | PASSED | 111% | PASSED |
| FLEXURAL MODULUS, psi | 599,527 | | 695,498 | | 656421 | | 765,138 | |
| % RETENTION | 102% | PASSED | 96% | PASSED | 99% | PASSED | 102% | PASSED |
| 100% VEGETABLE OIL | | | | | | | | |
| FLEXURAL STRENGTH, psi | 7,852 | | 6,460 | | 8039 | | 6,772 | |
| % RETENTION | 118% | PASSED | 100% | PASSED | 98% | PASSED | 98% | PASSED |
| FLEXURAL MODULUS, psi | 624,613 | | 685,065 | | 675249 | | 759,969 | |
| % RETENTION | 106% | PASSED | 95% | PASSED | 101% | PASSED | 101% | PASSED |
| 0.1% DETERGENT | | | | | | | | |
| FLEXURAL STRENGTH, psi | 7,125 | | 6,396 | | 7697 | | 6,712 | |
| % RETENTION | 107% | PASSED | 100% | PASSED | 94% | PASSED | 97% | PASSED |
| FLEXURAL MODULUS, psi | 548,941 | | 682,070 | | 638719 | | 737,963 | |
| % RETENTION | 93% | PASSED | 94% | PASSED | 96% | PASSED | 98% | PASSED |
| 0.1% SOAP | | | | | | | | |
| FLEXURAL STRENGTH, psi | 6,771 | | 5,906 | | 7778 | | 7,164 | |
| % RETENTION | 101% | PASSED | 98% | PASSED | 95% | PASSED | 104% | PASSED |
| FLEXURAL MODULUS, psi | 562,800 | | 649,337 | | 644970 | | 767,237 | |
| % RETENTION | 95% | PASSED | 90% | PASSED | 97% | PASSED | 102% | PASSED |



Worldwide Pipeline 17999 Edison Ave.

Tel: (636) 530-8000

Rehabilitation Chesterfield, MO 63005

Fax: (636) 530-8744

**102T Series
Polyester Resin
Aug 2020**

**Flexural Creep Testing for Gravity
CIPP Applications**

Insituform's 102T Series is a family of polyester resins for gravity sanitary and storm sewer applications. Resins currently approved for the 102T Series include:

AOC L758
Interplastic COR78-AT-559/5XX
AOC L721
Insituform 102T

Typical Resin/Felt Properties

| | | |
|----------------------------|---------------|------------|
| Flexural Strength, psi/MPa | 4,500/31.5 | ASTM D 790 |
| Flexural Modulus, psi/MPa | 400,000/2,760 | ASTM D 790 |

Flexural Creep Testing

CIPP laminates made from each of Insituform's 102T Series resins were tested for flexural creep in accordance with ASTM D2990 for 10,000 hours.

Test Results

The results of tests for each group of laminates were plotted from 100 hours to 10,000 hours on a log/log graph, and a linear trend line was created. The 50 year flexural creep modulus was estimated by extending the linear regression to 50 years.

Safety

Safety guidelines are available in the appropriate Material Safety Data Sheet.

Detailed Information

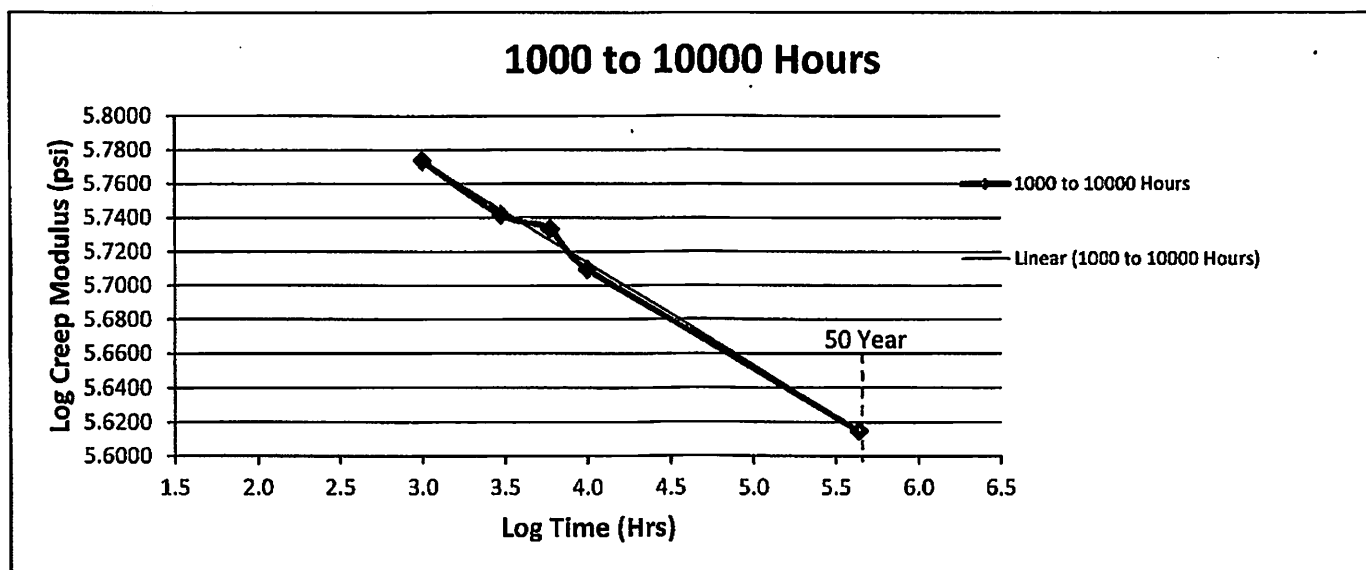
Detailed information for any of the approved resins in the 102T Series can be provided upon request.

ASTM D 2990 Creep Modulus Data
Insituform 102 T/TA Polyester Resin
Insituform-102 Series Resin
CENTRE for ADVANCEMENT of TRENCHLESS TECHNOLOGIES
 Test Reporting Date May 1, 2005

| Elapsed Time (hours) | Flex Displ Avg (in) | Flex Creep Mod Avg (psi) | Log Values | |
|-------------------------|---------------------|-----------------------------|------------|---------|
| | | | Time | Modulus |
| 1000 | 0.7240 | 593614 | 3.0000 | 5.7735 |
| 3000 | 0.7767 | 552208 | 3.4771 | 5.7421 |
| 6000 | 0.7920 | 541394 | 3.7782 | 5.7335 |
| 10000 | 0.8350 | 512511 | 4.0000 | 5.7097 |
| 438000 | | 412000 | 5.6415 | 5.6149 |

50-year projected creep modulus = 412,000 psi

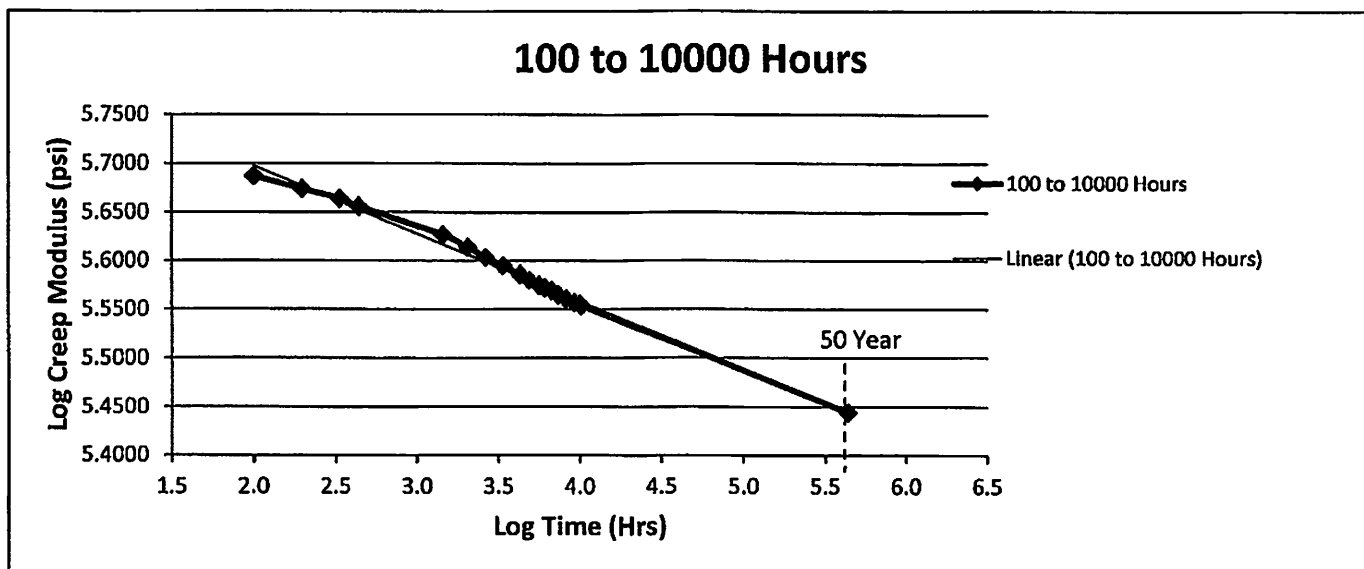
Note: Data available in full report



**ASTM D 2990 Creep Modulus Data
AOC L721-LT Polyester Resin
Insituform 102 Series Resin
Microbac
Test Reporting Date December 13, 2011**

| Elapsed Time (hours) | Flex Displ Avg (in) | Flex Creep Mod Avg (psi) | Log Values | |
|----------------------|---------------------|--------------------------|------------|---------|
| | | | Time | Modulus |
| 100 | 0.4277 | 486685 | 2.0004 | 5.6872 |
| 196 | 0.4268 | 472531 | 2.2911 | 5.6744 |
| 335 | 0.4260 | 461658 | 2.5244 | 5.6643 |
| 437 | 0.4254 | 453185 | 2.6404 | 5.6563 |
| 1441 | 0.4231 | 423727 | 3.1586 | 5.6271 |
| 2043 | 0.4220 | 411252 | 3.3102 | 5.6141 |
| 2620 | 0.4211 | 401484 | 3.4183 | 5.6037 |
| 3362 | 0.4203 | 393836 | 3.5266 | 5.5953 |
| 4293 | 0.4195 | 385482 | 3.6328 | 5.5860 |
| 4892 | 0.4190 | 380492 | 3.6895 | 5.5803 |
| 5640 | 0.4185 | 375809 | 3.7513 | 5.5750 |
| 6122 | 0.4182 | 373235 | 3.7869 | 5.5720 |
| 6718 | 0.4180 | 371235 | 3.8272 | 5.5696 |
| 7415 | 0.4175 | 367127 | 3.8701 | 5.5648 |
| 8230 | 0.4171 | 363806 | 3.9154 | 5.5609 |
| 9270 | 0.4168 | 360535 | 3.9671 | 5.5569 |
| 9913 | 0.4166 | 359357 | 3.9962 | 5.5555 |
| 10179 | 0.4165 | 358178 | 4.0077 | 5.5541 |
| 438000 | | 278,100 | 5.6415 | 5.4442 |

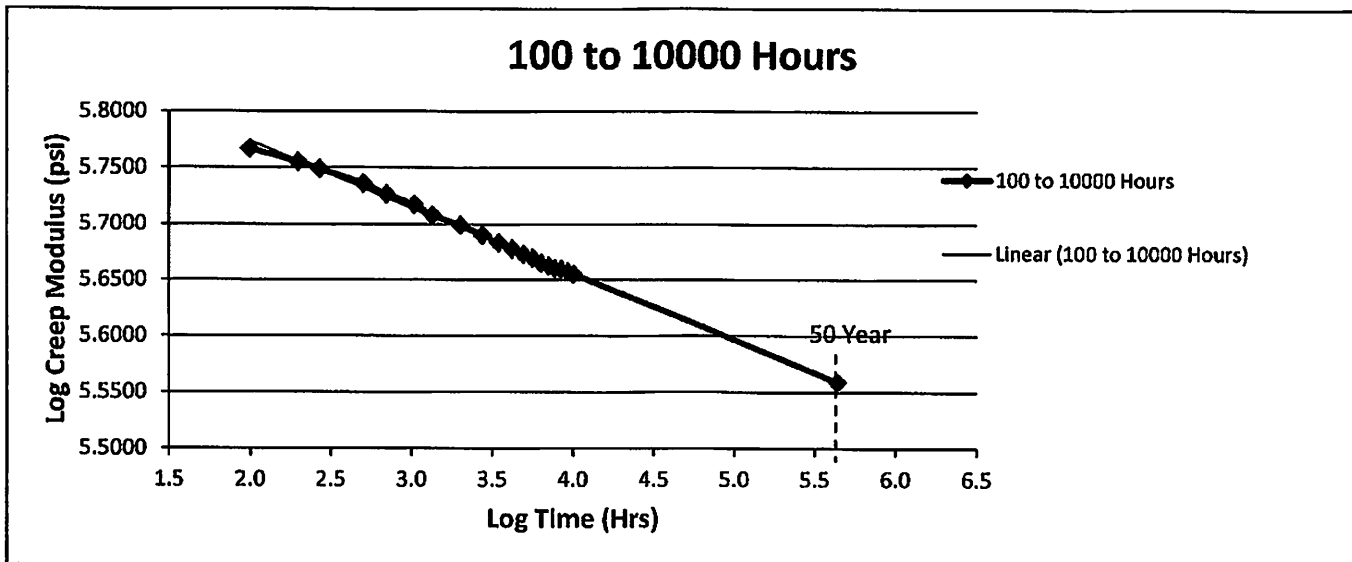
50-year projected creep modulus = 278,100 psi



**ASTM D 2990 Creep Modulus Data
 AOC L758-LTI Polyester Resin
 Insituform 102 Series Resin
 Hauser Laboratories Boulder, CO
 Test Reporting Date August 17, 2005**

| Elapsed Time (hours) | Displacement Avg (in) | Creep Modulus Avg (psi) | Log Values | |
|----------------------|-----------------------|-------------------------|------------|---------|
| | | | Time | Modulus |
| 99 | 0.0290 | 584660 | 1.9948 | 5.7669 |
| 197 | 0.0298 | 569260 | 2.2953 | 5.7553 |
| 268 | 0.0303 | 560940 | 2.4285 | 5.7489 |
| 500 | 0.0312 | 544620 | 2.6993 | 5.7361 |
| 698 | 0.0318 | 533000 | 2.8440 | 5.7267 |
| 1037 | 0.0325 | 522140 | 3.0157 | 5.7178 |
| 1343 | 0.0932 | 510740 | 3.1281 | 5.7082 |
| 2014 | 0.0339 | 500180 | 3.3040 | 5.6991 |
| 2758 | 0.0346 | 489720 | 3.4406 | 5.6899 |
| 3458 | 0.0352 | 482240 | 3.5388 | 5.6833 |
| 4200 | 0.0356 | 476220 | 3.6233 | 5.6778 |
| 4925 | 0.0360 | 471140 | 3.6924 | 5.6731 |
| 5637 | 0.0363 | 467240 | 3.7510 | 5.6695 |
| 6381 | 0.0367 | 462120 | 3.8049 | 5.6648 |
| 7102 | 0.0369 | 459640 | 3.8514 | 5.6624 |
| 7751 | 0.0371 | 457380 | 3.8894 | 5.6603 |
| 8493 | 0.0372 | 456440 | 3.9291 | 5.6594 |
| 9262 | 0.0373 | 454440 | 3.9667 | 5.6575 |
| 10011 | 0.0375 | 452500 | 4.0005 | 5.6556 |
| 438000 | | 362300 | 5.6415 | 5.5591 |

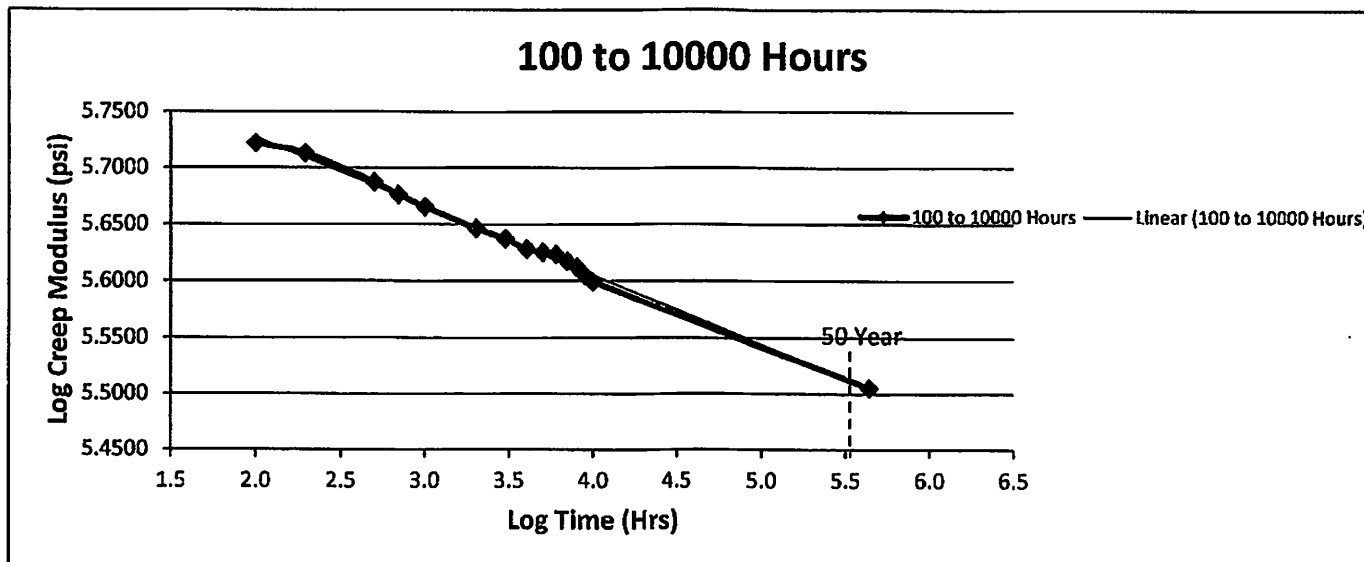
50-year projected creep modulus = 362,300 psi



**ASTM D 2990 Creep Modulus Data
 Interplastic COR 78-AT-559/5XX Polyester Resin
 Insituform-102 Series Resin
 Interplastic Corporation Thermoset Resins Division
 Test Reporting Date September 18, 2012**

| Elapsed Time (hours) | Displacement Avg (in) | Creep Modulus Avg (psi) | Log Values | |
|----------------------|-----------------------|-------------------------|------------|---------|
| | | | Time | Modulus |
| 100 | no data | 527400 | 2.0000 | 5.7221 |
| 196 | available | 516500 | 2.2923 | 5.7131 |
| 500 | | 486900 | 2.6990 | 5.6874 |
| 700 | | 474600 | 2.8451 | 5.6763 |
| 1004 | | 463100 | 3.0017 | 5.6657 |
| 2012 | | 443300 | 3.3036 | 5.6467 |
| 3019 | | 433900 | 3.4799 | 5.6374 |
| 4028 | | 424900 | 3.6051 | 5.6283 |
| 5036 | | 422000 | 3.7021 | 5.6253 |
| 6044 | | 420400 | 3.7813 | 5.6237 |
| 7052 | | 414400 | 3.8483 | 5.6174 |
| 8059 | | 409400 | 3.9063 | 5.6121 |
| 9000 | | 402700 | 3.9542 | 5.6050 |
| 10003 | | 397800 | 4.0001 | 5.5997 |
| 438000 | | 320200 | 5.6415 | 5.5054 |

50-year projected creep modulus = 320,200





102 T Filled Polyester Resin

Product Information

Isophthalic Based Resin for Underground Sewer Pipe Liners

TYPICAL LIQUID RESIN PROPERTIES

| | Nominal | Test Method |
|----------------------------|-------------|-------------|
| Flexural Strength, psi/MPa | 4,500/31.5 | ASTM D 790 |
| Flexural Modulus, psi/GPa | 400,000/2.7 | ASTM D 790 |

*Typical properties are not to be construed as specifications.

DESCRIPTION

AOC's 102 T Filled is a high molecular weight isophthalic unsaturated polyester resin that was developed for Insituform Technologies, Inc. and their licensees. 102 T Filled provides the corrosion resistance, durability and toughness that is required in this demanding application. Using recommended catalyst systems and temperatures, up to 50 hours of catalyzed pot life may be obtained. 102 T Filled thixotropic properties reduce resin pooling while providing superior PET felt wet-out.

FEATURES

- Excellent catalyzed pot life
- Superior mechanical properties
- High molecular weight
- High heat distortion temperature

APPLICATION

- Sewer pipe liners



PERFORMANCE GUIDELINES

Consistent shop conditions contribute to consistent gel times.

STORAGE STABILITY

Resins are stable for three months from date of production when stored in the original containers away from sunlight at no more than 70°F/21°C. After extended storage, some drift may occur in gel time. During the hot summer months, no more than two months stability at 86°F/30°C should be anticipated.

SAFETY

See appropriate Material Safety Data Sheet for guidelines.

ISO 9001:2000 CERTIFIED

The Quality Management Systems at every AOC manufacturing facility have been certified as meeting ISO 9001:2000 standards. This certification recognizes that each AOC facility has an internationally accepted model in place for managing and assuring quality. We follow the practices set forth in this model to add value to the resins we make for our customers.



Global Contacts

Australia
australia@aac-resins.com
Middle East
middleeast@aac-resins.com
Latin America
latinamerica@aac-resins.com

Africa
africa@aac-resins.com
Asia/Australia
asia@aac-resins.com
Europe
europe@aac-resins.com

The information contained in this data sheet is based on laboratory data and field experience. We believe this information to be reliable, but do not guarantee its applicability to the user's process or assume any liability for occurrences arising out of its use. The user, by accepting the products described herein, agrees to be responsible for thoroughly testing each such product before committing to production.

Our recommendations should not be taken as inducements to infringe any patent or violate any law, safety code or insurance regulation.

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SECTION 5: Firefighting measures

5.1. Extinguishing media

No additional information available

5.2. Special hazards arising from the substance or mixture

Fire hazard : Not considered flammable, but may burn at high temperatures.
 Explosion hazard : Product is not explosive.
 Reactivity : The product is non-reactive under normal conditions of use, storage and transport.

5.3. Advice for firefighters

Firefighting instructions : Exercise caution when fighting any chemical fire.
 Protection during firefighting : Do not enter fire area without proper protective equipment, including respiratory protection.

SECTION 6: Accidental release measures

6.1. Personal precautions, protective equipment and emergency procedures

General measures : Do not breathe fumes from fires or vapors from decomposition. Avoid prolonged contact with eyes, skin and clothing.

6.1.1. For non-emergency personnel

Protective equipment : Use appropriate personal protection equipment (PPE). Evacuate unnecessary personnel.
 Emergency procedures : Ventilate spillage area.

6.1.2. For emergency responders

Protective equipment : Do not attempt to take action without suitable protective equipment.
 Emergency procedures : Ventilate area.

6.2. Environmental precautions

None known.

6.3. Methods and material for containment and cleaning up

For containment : Contain and collect as any solid.
 Methods for cleaning up : Clean up spills immediately and dispose of waste safely.

6.4. Reference to other sections

For further information refer to section 8: "Exposure controls/personal protection".

SECTION 7: Handling and storage

7.1. Precautions for safe handling

Additional hazards when processed : When heated to decomposition, emits toxic fumes.
 Hygiene measures : Do not eat, drink or smoke when using this product. Always wash hands after handling the product.

7.2. Conditions for safe storage, including any incompatibilities

Storage conditions : Store in a dry, cool and well-ventilated place.
 Incompatible products : Strong acids. Strong bases. Strong oxidizers.

SECTION 8: Exposure controls/personal protection

8.1. Control parameters

| Titanium Dioxide (13463-67-7) | | |
|-------------------------------|-------------------------------------|---|
| ACGIH | ACGIH TWA (mg/m ³) | 10 mg/m ³ (Titanium dioxide; USA; Time-weighted average exposure limit 8 h; TLV - Adopted Value) |
| ACGIH | Remark (ACGIH) | LRT irr; A3 |
| OSHA | OSHA PEL (TWA) (mg/m ³) | 15 mg/m ³ |

8.2. Exposure controls

Appropriate engineering controls : Ensure good ventilation of the work station.

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Personal protective equipment : Gloves, Safety glasses.



Hand protection : Protective gloves.

Eye protection : Safety glasses.

Respiratory protection : None required under normal product handling conditions. If exposure limits are exceeded or irritation is experienced, approved respiratory protection should be worn.

SECTION 9: Physical and chemical properties

9.1. Information on basic physical and chemical properties

| | |
|---|--|
| Physical state | : Solid |
| Appearance | : White polyester fiber tube containing cured resin. |
| Color | : Blue; White |
| Odor | : No data available |
| Odor threshold | : No data available |
| pH | : No data available |
| Melting point | : No data available |
| Freezing point | : Not applicable |
| Boiling point | : No data available |
| Flash point | : Not applicable |
| Relative evaporation rate (butyl acetate=1) | : No data available |
| Flammability (solid, gas) | : No data available |
| Explosion limits | : Not applicable |
| Explosive properties | : No data available |
| Oxidizing properties | : No data available |
| Vapor pressure | : No data available |
| Relative density | : Not applicable |
| Relative vapor density at 20 °C | : No data available |
| Solubility | : No data available |
| Log Pow | : No data available |
| Auto-ignition temperature | : Not applicable |
| Decomposition temperature | : No data available |
| Viscosity | : No data available |
| Viscosity, kinematic | : Not applicable |
| Viscosity, dynamic | : No data available |

9.2. Other information

No additional information available

SECTION 10: Stability and reactivity

10.1. Reactivity

The product is non-reactive under normal conditions of use, storage and transport.

10.2. Chemical stability

Stable under normal conditions.

10.3. Possibility of hazardous reactions

No dangerous reactions known under normal conditions of use.

10.4. Conditions to avoid

None under recommended storage and handling conditions (see section 7).

10.5. Incompatible materials

No additional information available

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10.6. Hazardous decomposition products

Under normal conditions of storage and use, hazardous decomposition products should not be produced.

SECTION 11: Toxicological information

11.1. Information on toxicological effects

Acute toxicity : Not classified

| Titanium Dioxide (13463-67-7) | |
|-------------------------------|---|
| LD50 oral rat | > 10000 mg/kg (Rat; OECD 425: Acute Oral Toxicity; Up-and-Down Procedure; Experimental value; > 5000 mg/kg bodyweight; Rat; Experimental value) |
| LD50 dermal rabbit | > 10000 mg/kg (Rabbit; Literature study) |
| LC50 inhalation rat (mg/l) | > 6.8 mg/l/4h (Rat; Experimental value) |

Skin corrosion/irritation : Not classified
 Serious eye damage/irritation : Not classified
 Respiratory or skin sensitization : Not classified
 Germ cell mutagenicity : Not classified
 Carcinogenicity : Suspected of causing cancer.

| Titanium Dioxide (13463-67-7) | |
|-------------------------------|--------------------------------------|
| IARC group | 2B - Possibly carcinogenic to humans |

Reproductive toxicity : Not classified
 Specific target organ toxicity (single exposure) : Not classified
 Specific target organ toxicity (repeated exposure) : Not classified
 Aspiration hazard : Not classified
 Symptoms/injuries after inhalation : Not expected to present a significant inhalation hazard under anticipated conditions of normal use.
 Symptoms/injuries after skin contact : Product is not irritating for the skin.
 Symptoms/injuries after eye contact : Eye contact is not considered a potential route of exposure.
 Chronic symptoms : None known.

SECTION 12: Ecological information

12.1. Toxicity

Ecology - general : The product is not considered harmful to aquatic organisms or to cause long-term adverse effects in the environment.

| Titanium Dioxide (13463-67-7) | |
|-------------------------------|---|
| EC50 Daphnia 1 | > 100 mg/l (LC50; Equivalent or similar to OECD 202; 48 h; Daphnia magna; Static system; Fresh water; Weight of evidence) |
| Threshold limit algae 1 | 61 mg/l (EC50; Other; 72 h; Pseudokirchneriella subcapitata; Static system; Fresh water; Experimental value) |

12.2. Persistence and degradability

| Titanium Dioxide (13463-67-7) | |
|---------------------------------|---|
| Persistence and degradability | Biodegradability: not applicable. Low potential for mobility in soil. |
| Biochemical oxygen demand (BOD) | Not applicable |
| Chemical oxygen demand (COD) | Not applicable |
| ThOD | Not applicable |

12.3. Bioaccumulative potential

| Titanium Dioxide (13463-67-7) | |
|-------------------------------|----------------------|
| Bioaccumulative potential | Not bioaccumulative. |

12.4. Mobility in soil

No additional information available

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12.5. Other adverse effects

Effect on the global warming : No known ecological damage caused by this product.

SECTION 13: Disposal considerations

13.1. Waste treatment methods

Waste treatment methods : Dispose of contents/container in accordance with local, state, and federal regulations.

SECTION 14: Transport information

Department of Transportation (DOT)

In accordance with DOT

Not regulated for transport

TDG

TDG Primary Hazard Classes : Not regulated for transport

Transport by sea

Class (IMDG) : Not regulated for transport

Air transport

Class (IATA) : Not regulated for transport

SECTION 15: Regulatory information

15.1. US Federal regulations

Titanium Dioxide (13463-67-7)

Listed on the United States TSCA (Toxic Substances Control Act) inventory

Propylene ethylene copolymer (9010-79-1)

Listed on the United States TSCA (Toxic Substances Control Act) inventory

15.2. International regulations

CANADA

No additional information available

EU-Regulations

No additional information available

National regulations

Titanium Dioxide (13463-67-7)

Listed on IARC (International Agency for Research on Cancer)

15.3. US State regulations

Titanium Dioxide (13463-67-7)

U.S. - New Jersey - Right to Know Hazardous Substance List

SECTION 16: Other information

Other information : This document has been prepared in accordance with the SDS requirements of the OSHA Hazard Communication Standard 29 CFR 1910.1200.

SDS US (GHS HazCom 2012)

This information is based on our current knowledge and is intended to describe the product for the purposes of health, safety and environmental requirements only. It should not therefore be construed as guaranteeing any specific property of the product



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Revision Date: 08/10/2015 Date of issue: 08/10/2015

Version: 1.0

SECTION 1: IDENTIFICATION

1.1. Product Identifier

Product Form: Mixture

Product Name: Insituform® CIPP (Uncured)

Product Code: Impregnated Insitutube Product (Polyester Filled)

1.2. Intended Use of the Product

Use of the substance/mixture: Sewer rehabilitation. For professional use only.

1.3. Name, Address, and Telephone of the Responsible Party

Company

Insituform Technologies, LLC

17988 Edison Ave.

Chesterfield, MO 63005

T: 636.530.8000

www.insituform.com

1.4. Emergency Telephone Number

Emergency Number : 877.576.2653

SECTION 2: HAZARDS IDENTIFICATION

2.1. Classification of the Substance or Mixture

Classification (GHS-US)

Flam. Liq. 3 H226

Skin Irrit. 2 H315

Eye Irrit. 2A H319

Skin Sens. 1 H317

Carc. 2 H351

STOT SE 3 H335

STOT RE 1 H372

Asp. Tox. 1 H304

Full text of H-phrases: see section 16

2.2. Label Elements

GHS-US Labeling

Hazard Pictograms (GHS-US)



Signal Word (GHS-US)

Hazard Statements (GHS-US)

: Danger
: H226 - Flammable liquid and vapor.
: H304 - May be fatal if swallowed and enters airways.
: H315 - Causes skin irritation.
: H317 - May cause an allergic skin reaction.
: H319 - Causes serious eye irritation.
: H335 - May cause respiratory irritation.
: H351 - Suspected of causing cancer.
: H372 - Causes damage to organs through prolonged or repeated exposure.

Precautionary Statements (GHS-US)

: P201 - Obtain special instructions before use.
: P202 - Do not handle until all safety precautions have been read and understood.
: P210 - Keep away from extremely high or low temperatures, ignition sources, and incompatible materials. - No smoking.
: P233 - Keep container tightly closed.
: P240 - Ground/bond container and receiving equipment.
: P241 - Use explosion-proof electrical, ventilating, and lighting equipment.
: P242 - Use only non-sparking tools.
: P243 - Take precautionary measures against static discharge.
: P260 - Do not breathe vapors, mist, or spray.
: P264 - Wash hands, forearms, and other exposed areas thoroughly after handling.
: P270 - Do not eat, drink or smoke when using this product.

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P271 - Use only outdoors or in a well-ventilated area.
 P272 - Contaminated work clothing must not be allowed out of the workplace.
 P273 - Avoid release to the environment.
 P280 - Wear protective gloves, protective clothing, and eye protection.
 P301+P310 - IF SWALLOWED: Immediately call a poison center or doctor.
 P303+P361+P353 - IF ON SKIN (or hair): Take off immediately all contaminated clothing. Rinse skin with water/shower.
 P304+P340 - IF INHALED: Remove person to fresh air and keep at rest in a position comfortable for breathing.
 P305+P351+P338 - IF IN EYES: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing.
 P308+P313 - If exposed or concerned: Get medical advice/attention.
 P331 - Do NOT induce vomiting.
 P362+P364 - Take off contaminated clothing and wash it before reuse.
 P370+P378 - In case of fire: Use alcohol resistant foam, carbon dioxide (CO₂), extinguishing powder to extinguish.
 P391 - Collect spillage.
 P403+P235 - Store in a well-ventilated place. Keep cool.
 P405 - Store locked up.
 P501 - Dispose of contents/container in accordance with local, regional, national, and international regulations.

2.3. Other Hazards

This material contains organic peroxides. Heating may cause hazardous decomposition. Hazardous decomposition products from peroxides are flammable and can be explosive under confinement. Exposure may aggravate those with pre-existing eye, skin, or respiratory conditions.

2.4. Unknown Acute Toxicity (GHS-US)

No data available

SECTION 3: COMPOSITION/INFORMATION ON INGREDIENTS

3.1. Substance

Not applicable

3.2. Mixture

| Name | Product Identifier | % | Classification (GHS-US) |
|----------------------------------|--------------------|-------|---|
| Styrene | (CAS No) 100-42-5 | < 45 | Flam. Liq. 3, H226 Acute Tox. 4 (Oral), H302 Acute Tox. 4 (Inhalation: vapor), H332 Skin Irrit. 2, H315 Eye Irrit. 2A, H319 Carc. 2, H351 STOT SE 3, H335 STOT RE 1, H372 Asp. Tox. 1, H304 Aquatic Acute 2, H401 Aquatic Chronic 3, H412 |
| Talc | Proprietary | <= 30 | Not classified |
| Proprietary 1 – Organic Peroxide | Proprietary | <= 3 | Org. Perox. C, H242 Skin Sens. 1, H317 Aquatic Acute 1, H400 Aquatic Chronic 1, H410 |
| Proprietary 2 – Organic Peroxide | Proprietary | <= 3 | Org. Perox. D, H242 Skin Sens. 1, H317 |

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| | | | |
|----------------------------------|-------------|--------|---|
| Proprietary 3 – Organic Peroxide | Proprietary | <= 3 | Org. Perox. C, H242 Acute Tox. 4 (Inhalation:dust,mist), H332 Skin Irrit. 2, H315 Skin Sens. 1, H317 Aquatic Acute 1, H400 Aquatic Chronic 3, H412 |
| Proprietary 4 – Organic Peroxide | Proprietary | <= 3 | Org. Perox. C, H242 Skin Sens. 1, H317 Aquatic Acute 3, H402 Aquatic Chronic 3, H412 |
| Proprietary 5 – Organic Peroxide | Proprietary | <= 3 | Org. Perox. B, H241 |
| Proprietary 6 – Organic Peroxide | Proprietary | <= 3 | Org. Perox. D, H242 Skin Sens. 1, H317 Aquatic Acute 1, H400 Aquatic Chronic 1, H410 |
| Butylcyclohexanol | Proprietary | <= 1.5 | Eye Irrit. 2A, H319 Aquatic Acute 3, H402 |
| Quartz | Proprietary | <= 1 | Carc. 1A, H350* STOT SE 3, H335 STOT RE 1, H372 |
| Alkanes | Proprietary | <= 1 | Asp. Tox. 1, H304 Aquatic Chronic 4, H413 |
| Isododecane | Proprietary | <= 1 | Asp. Tox. 1, H304 |
| Titanium dioxide | Proprietary | <= 0.5 | Carc. 2, H351** |

*Evidence indicates that quartz dust causes cancer and lung disease when inhaled over an extended period of time. Since this product is in a liquid form, the quartz dust is not able to become airborne and cannot be inhaled. Thus, the hazards usually associated with quartz dust are not applicable to this product.

**Titanium dioxide is suspected of causing cancer through inhalation. Since this product is in a liquid form, titanium dioxide is not able to become airborne and cannot be inhaled. Thus, the hazards usually associated with titanium dioxide dust are not applicable to this product.

The specific chemical identity and/or exact percentage of composition has been withheld as a trade secret within the meaning of the OSHA Hazard Communication Standard [29 CFR 1910.1200].

Full text of H-phrases: see section 16

SECTION 4: FIRST AID MEASURES

4.1. Description of First Aid Measures

First-aid Measures General: Never give anything by mouth to an unconscious person. If you feel unwell, seek medical advice (show the label if possible).

First-aid Measures After Inhalation: Remove to fresh air and keep at rest in a position comfortable for breathing. Obtain medical attention if breathing difficulty persists.

First-aid Measures After Skin Contact: Remove contaminated clothing. Drench affected area with water or soap and water for at least 15 minutes. Wash contaminated clothing before reuse. Obtain medical attention if irritation develops or persists.

First-aid Measures After Eye Contact: Rinse cautiously with water for at least 15 minutes. Remove contact lenses, if present and easy to do. Continue rinsing. Obtain medical attention.

First-aid Measures After Ingestion: Do NOT induce vomiting. Rinse mouth. Immediately call a POISON CENTER or doctor/physician.

4.2. Most important symptoms and effects, both acute and delayed

Symptoms/Injuries: Causes serious eye irritation. Causes skin irritation. May cause an allergic skin reaction. Suspected of causing cancer. Causes damage to organs through prolonged or repeated exposure. May cause respiratory irritation. May be fatal if swallowed and enters airways.

Symptoms/Injuries After Inhalation: Sneezing, coughing, burning sensation of throat with constricting sensation of the larynx and difficulty in breathing.

Symptoms/Injuries After Skin Contact: Redness, pain, swelling, itching, burning, dryness, and dermatitis.

Symptoms/Injuries After Eye Contact: Redness, pain, swelling, itching, burning, tearing, and blurred vision.

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Symptoms/Injuries After Ingestion: The major health threat of ingestion occurs from the danger of aspiration (breathing) of liquid drops into the lungs, particularly from vomiting. Aspiration may result in chemical pneumonia (fluid in the lungs), severe lung damage, respiratory failure and even death.

Chronic Symptoms: Repeated or prolonged inhalation of fumes or vapors may result in hearing loss. Suspected of causing cancer. Chronic exposure may cause defatting of the skin.

4.3. Indication of Any Immediate Medical Attention and Special Treatment Needed

If you feel unwell, seek medical advice (show the label where possible).

SECTION 5: FIRE-FIGHTING MEASURES

5.1. Extinguishing Media

Suitable Extinguishing Media: Carbon dioxide (CO₂), alcohol-resistant foam, or dry chemical.

Unsuitable Extinguishing Media: Do not use halons. Do not use a heavy water stream. Use of heavy stream of water may spread fire. Application of water stream to hot product may cause frothing and increase fire intensity.

5.2. Special Hazards Arising From the Substance or Mixture

Fire Hazard: Flammable liquid and vapor. Vapors may travel to source of ignition and flash back.

Explosion Hazard: May form flammable/explosive vapor-air mixture.

Reactivity: This material contains organic peroxides. Heating may cause hazardous decomposition. Hazardous decomposition products from peroxides are flammable and can be explosive under confinement. May react violently with incompatible materials.

5.3. Advice for Firefighters

Precautionary Measures Fire: Exercise caution when fighting any chemical fire.

Firefighting Instructions: Use water spray or fog for cooling exposed containers. In case of major fire and large quantities: Evacuate area. Fight fire remotely due to the risk of explosion.

Protection During Firefighting: Do not enter fire area without proper protective equipment, including respiratory protection.

Other Information: Refer to Section 9 for flammability properties.

SECTION 6: ACCIDENTAL RELEASE MEASURES

6.1. Personal Precautions, Protective Equipment and Emergency Procedures

General Measures: Avoid all contact with skin, eyes, or clothing. Avoid breathing (dust, vapor, mist, spray). Keep away from heat, sparks, open flames, hot surfaces. – No smoking.

6.1.1. For Non-emergency Personnel

Protective Equipment: Use appropriate personal protection equipment (PPE).

Emergency Procedures: Evacuate unnecessary personnel.

6.1.2. For Emergency Responders

Protective Equipment: If specialized clothing is required to deal with spillage, take note of any information in Section 8 on suitable and unsuitable materials. Use appropriate personal protection equipment (PPE).

Emergency Procedures: Upon arrival at the scene, a first responder is expected to recognize the presence of dangerous goods, protect oneself and the public, secure the area, and call for the assistance of trained personnel as soon as conditions permit.

6.2. Environmental Precautions

Avoid dispersal of spilled material.

6.3. Methods and Material for Containment and Cleaning Up

For Containment: Contain and/or absorb spill with inert material, then place in suitable container. Do not take up in combustible material such as saw dust or cellulosic material.

Methods for Cleaning Up: Clean up spills immediately and dispose of waste safely. Spills should be contained with mechanical barriers. Transfer spilled material to a suitable container for disposal. Use only non-sparking tools. Contact competent authorities after a spill.

6.4. Reference to Other Sections

See Heading 8. Exposure controls and personal protection. For further information refer to Section 13.

SECTION 7: HANDLING AND STORAGE

7.1. Precautions for Safe Handling

Additional Hazards When Processed: Flammable vapors can accumulate in head space of closed systems. Any proposed use of this product in elevated-temperature processes should be thoroughly evaluated to assure that safe operating conditions are established and maintained. Proper grounding procedures to avoid static electricity should be followed.

Hygiene Measures: Handle in accordance with good industrial hygiene and safety procedures. Wash hands and other exposed areas with mild soap and water before eating, drinking or smoking and when leaving work.

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7.2. Conditions for Safe Storage, Including Any Incompatibilities

Technical Measures: Comply with applicable regulations. Ground/bond container and receiving equipment. Use only non-sparking tools. Use explosion-proof electrical, ventilating, and lighting equipment.

Storage Conditions: Store in a dry, cool and well-ventilated place. Keep container closed when not in use. Keep/Store away from direct sunlight, extremely high or low temperatures and incompatible materials. Keep away from heat, hot surfaces, sparks, open flames and other ignition sources. No smoking.

Incompatible Products: Strong acids. Strong bases. Strong oxidizers. Accelerators. Heavy metals. Heavy metal salts. Reducing agents. Rust. Amines. Sulfur compounds.

7.3. Specific End Use(s)

Sewer rehabilitation. For professional use only.

SECTION 8: EXPOSURE CONTROLS/PERSONAL PROTECTION

8.1. Control Parameters

For substances listed in section 3 that are not listed here, there are no established exposure limits from the manufacturer, supplier, importer, or the appropriate advisory agency including: ACGIH (TLV), NIOSH (REL), or OSHA (PEL).

| Styrene (100-42-5) | | |
|--------------------|---------------------------------------|---|
| USA ACGIH | ACGIH TWA (ppm) | 20 ppm |
| USA ACGIH | ACGIH STEL (ppm) | 40 ppm |
| USA ACGIH | ACGIH chemical category | Not Classifiable as a Human Carcinogen |
| USA NIOSH | NIOSH REL (TWA) (mg/m ³) | 215 mg/m ³ |
| USA NIOSH | NIOSH REL (TWA) (ppm) | 50 ppm |
| USA NIOSH | NIOSH REL (STEL) (mg/m ³) | 425 mg/m ³ |
| USA NIOSH | NIOSH REL (STEL) (ppm) | 100 ppm |
| USA IDLH | US IDLH (ppm) | 700 ppm |
| USA OSHA | OSHA PEL (TWA) (ppm) | 100 ppm |
| USA OSHA | OSHA PEL (Ceiling) (ppm) | 200 ppm |
| Quartz | | |
| USA ACGIH | ACGIH TWA (mg/m ³) | 0.025 mg/m ³ (respirable fraction) |
| USA ACGIH | ACGIH chemical category | A2 - Suspected Human Carcinogen |
| USA NIOSH | NIOSH REL (TWA) (mg/m ³) | 0.05 mg/m ³ (respirable dust) |
| USA IDLH | US IDLH (mg/m ³) | 50 mg/m ³ (respirable dust) |
| USA OSHA | OSHA PEL (STEL) (mg/m ³) | 250 mppcf/%SiO ₂ +5, 10mg/m ³ /%SiO ₂ +2 |
| Titanium dioxide | | |
| USA ACGIH | ACGIH TWA (mg/m ³) | 10 mg/m ³ |
| USA ACGIH | ACGIH chemical category | Not Classifiable as a Human Carcinogen |
| USA IDLH | US IDLH (mg/m ³) | 5000 mg/m ³ |
| USA OSHA | OSHA PEL (TWA) (mg/m ³) | 15 mg/m ³ (total dust) |
| Talc | | |
| USA ACGIH | ACGIH TWA (mg/m ³) | 2 mg/m ³ (particulate matter containing no asbestos and <1% crystalline silica, respirable fraction) |
| USA ACGIH | ACGIH chemical category | Not Classifiable as a Human Carcinogen containing no asbestos fibers |
| USA NIOSH | NIOSH REL (TWA) (mg/m ³) | 2 mg/m ³ (containing no Asbestos and <1% Quartz-respirable dust) |
| USA IDLH | US IDLH (mg/m ³) | 1000 mg/m ³ (containing no asbestos and <1% quartz) |

8.2. Exposure Controls

Appropriate Engineering Controls

: Ensure adequate ventilation, especially in confined areas. Emergency eye wash fountains and safety showers should be available in the immediate vicinity of any potential exposure. Gas detectors should be used when flammable gases or vapors may be released. Use explosion-proof equipment. Ensure all national/local regulations are observed.

Personal Protective Equipment

: Gloves. Insufficient ventilation: wear respiratory protection. Safety glasses.



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| | |
|--|--|
| Materials for Protective Clothing | : When a risk assessment indicates protective clothing is necessary, chemically resistant materials and fabrics should be used. |
| Hand Protection | : Wear chemically resistant protective gloves. |
| Eye Protection | : Chemical safety glasses. |
| Skin and Body Protection | : Personal protective equipment for the skin and body should be selected based on the task being performed and when a risk assessment indicates this is necessary. |
| Respiratory Protection | : If exposure limits are exceeded or if a risk assessment indicates it is necessary, approved respiratory protection should be worn. |
| Environmental Exposure Controls | : Do not allow the product to be released into the environment. |
| Consumer Exposure Controls | : Do not eat, drink or smoke during use. |

SECTION 9: PHYSICAL AND CHEMICAL PROPERTIES

9.1. Information on Basic Physical and Chemical Properties

| | |
|---|---|
| Physical State | : Liquid |
| Appearance | : Transparent, white, blue coated felt impregnated with putty-like, semi-solid liquid |
| Odor | : Aromatic |
| Odor Threshold | : No data available |
| pH | : No data available |
| Evaporation Rate | : No data available |
| Melting Point | : No data available |
| Freezing Point | : No data available |
| Boiling Point | : No data available |
| Flash Point | : 31 °C (87.8 °F) (TCC) |
| Auto-ignition Temperature | : No data available |
| Decomposition Temperature | : No data available |
| Flammability (solid, gas) | : No data available |
| Vapor Pressure | : No data available |
| Relative Vapor Density at 20 °C | : No data available |
| Relative Density | : No data available |
| Solubility | : No data available |
| Partition Coefficient: N-Octanol/Water | : No data available |
| Viscosity | : No data available |

9.2. Other Information No additional information available.

SECTION 10: STABILITY AND REACTIVITY

10.1. Reactivity: This material contains organic peroxides. Heating may cause hazardous decomposition. Hazardous decomposition products from peroxides are flammable and can be explosive under confinement. May react violently with incompatible materials.

10.2. Chemical Stability: Stable under recommended handling and storage conditions (see section 7).

10.3. Possibility of Hazardous Reactions: Hazardous polymerization may occur.

10.4. Conditions to Avoid: Direct sunlight. Extremely high or low temperatures. Sparks, heat, open flame and other sources of ignition. Incompatible materials.

10.5. Incompatible Materials: Strong acids. Strong bases. Strong oxidizers. Accelerators. Heavy metals. Heavy metal salts. Reducing agents. Rust. Amines. Sulfur compounds.

10.6. Hazardous Decomposition Products: Benzoic acid. Tert-butanol. Acetone. Benzene. Methane. 3,3,5-trimethylcyclohexane. Thermal decomposition generates: Carbon oxides (CO, CO₂). Nitrogen oxides. Hydrocarbons. Alcohols. Metal oxides. Methylene Diphenyl Diisocyanate (MDI). Organic compounds. Irritating or toxic vapors.

SECTION 11: TOXICOLOGICAL INFORMATION

11.1. Information On Toxicological Effects

Acute Toxicity: Not classified

| | |
|----------------------------|--------------|
| Styrene (100-42-5) | |
| LD50 Oral Rat | 1000 mg/kg |
| LC50 Inhalation Rat | 11.7 mg/l/4h |

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| | |
|---|---------------|
| Quartz | |
| LD50 Oral Rat | > 5000 mg/kg |
| LD50 Dermal Rat | > 5000 mg/kg |
| Proprietary 3 – Organic Peroxide | |
| ATE (Dust/Mist) | 1.50 mg/l/4h |
| Butylcyclohexanol | |
| LD50 Oral Rat | 4200 mg/kg |
| LD50 Dermal Rabbit | > 5 g/kg |
| Titanium dioxide | |
| LD50 Oral Rat | > 10000 mg/kg |

Skin Corrosion/Irritation: Causes skin irritation.

Serious Eye Damage/Irritation: Causes serious eye irritation.

Respiratory or Skin Sensitization: May cause an allergic skin reaction.

Germ Cell Mutagenicity: Not classified

Carcinogenicity: Suspected of causing cancer.

This product contains styrene, which results in the category 2 carcinogen classification. Classifications of styrene from IARC, NTP, and the OSHA Hazard Communication Carcinogen List are shown below. The 13th Report on Carcinogens by the National Toxicology Program classified styrene as “reasonably anticipated to be a human carcinogen based on limited evidence of carcinogenicity from studies in humans, sufficient evidence of carcinogenicity from studies in experimental animals, and supporting data on mechanisms of carcinogenesis” (NTP. 2014. *Report on Carcinogens, Thirteenth Edition*). Additional studies have been conducted with mixed results regarding the carcinogenicity hazard associated with Styrene.

1) A published study suggested that “S-induced mouse lung tumors are unlikely to be relevant to human risk” (*Regulatory Toxicology and Pharmacology*. 2013 June; 66 (1)).

2) A recent update to an extensive study of reinforced plastic workers found “no coherent evidence that styrene exposure increases risk from cancers of the lymphatic and hematopoietic tissue, pancreas, or lung” (*Epidemiology*. 2013 March; 24 (2)).

Based on the weight of evidence and supplier information, styrene was classified as a category 2 carcinogen.

| | |
|---|--|
| Styrene (100-42-5) | |
| IARC group | 2B |
| National Toxicology Program (NTP) Status | Reasonably anticipated to be Human Carcinogen. |
| OSHA Hazard Communication Carcinogen List | In OSHA Hazard Communication Carcinogen list. |
| Quartz | |
| IARC group | 1 |
| National Toxicology Program (NTP) Status | Known Human Carcinogens. |
| OSHA Hazard Communication Carcinogen List | In OSHA Hazard Communication Carcinogen list. |
| Titanium dioxide | |
| IARC group | 2B |
| OSHA Hazard Communication Carcinogen List | In OSHA Hazard Communication Carcinogen list. |
| Talc | |
| IARC group | 3 |
| National Toxicology Program (NTP) Status | Evidence of Carcinogenicity, Twelfth Report - Items under consideration. |

Reproductive Toxicity: Not classified

Specific Target Organ Toxicity (Single Exposure): May cause respiratory irritation.

Specific Target Organ Toxicity (Repeated Exposure): Causes damage to organs (ears) through prolonged or repeated exposure (Inhalation).

Aspiration Hazard: May be fatal if swallowed and enters airways.

Symptoms/Injuries After Inhalation: Sneezing, coughing, burning sensation of throat with constricting sensation of the larynx and difficulty in breathing.

Symptoms/Injuries After Skin Contact: Redness, pain, swelling, itching, burning, dryness, and dermatitis.

Symptoms/Injuries After Eye Contact: Redness, pain, swelling, itching, burning, tearing, and blurred vision.

Symptoms/Injuries After Ingestion: The major health threat of ingestion occurs from the danger of aspiration (breathing) of liquid drops into the lungs, particularly from vomiting. Aspiration may result in chemical pneumonia (fluid in the lungs), severe lung damage, respiratory failure and even death.

Chronic Symptoms: Repeated or prolonged inhalation of fumes or vapors may result in hearing loss. Suspected of causing cancer. Chronic exposure may cause defatting of the skin.

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SECTION 12: ECOLOGICAL INFORMATION

12.1. Toxicity

Ecology - General : This material is hazardous to the aquatic environment. Keep out of sewers and waterways.

Ecology - Water : Toxic to aquatic life. Toxic to aquatic life with long lasting effects.

| Styrene (100-42-5) | |
|--------------------|--|
| LC50 Fish 1 | 3.24 - 4.99 mg/l (Exposure time: 96 h - Species: Pimephales promelas [flow-through]) |
| EC50 Daphnia 1 | 3.3 - 7.4 mg/l (Exposure time: 48 h - Species: Daphnia magna) |
| LC 50 Fish 2 | 19.03 - 33.53 mg/l (Exposure time: 96 h - Species: Lepomis macrochirus [static]) |
| NOEC (acute) | 44 mg/kg (Exposure time: 14 Days - Species: Eisenia foetida [soil dry weight]) |

| Proprietary 2 – Organic Peroxide | |
|----------------------------------|--|
| EC50 Daphnia 1 | > 100 g/l |
| ErC50 (algae) | > 100 mg/l (Exposure Time: 72 h - Species: Raphidocelis subcapitata) |
| NOEC chronic algae | 100 mg/l (Species: Pseudokirchnerella subcapitata) |

| Butylcyclohexanol | |
|-------------------|--|
| EC50 Daphnia 1 | 46 mg/l (Exposure time: 48 h - Species: Daphnia magna) |
| Talc | |
| LC50 Fish 1 | > 100 g/l (Exposure time: 96 h - Species: Brachydanio rerio [semi-static]) |

12.2. Persistence and Degradability No additional information available.

12.3. Bioaccumulative Potential

| Styrene (100-42-5) | |
|--------------------|------|
| BCF fish 1 | 13.5 |
| Log Pow | 2.95 |

| Butylcyclohexanol | |
|-------------------|----------------------------|
| Log Pow | 3.23 |
| Talc | |
| BCF fish 1 | (no known bioaccumulation) |

12.4. Mobility in Soil No additional information available.

12.5. Other Adverse Effects

Other Information : Avoid release to the environment.

SECTION 13: DISPOSAL CONSIDERATIONS

13.1. Waste treatment methods

Waste Disposal Recommendations: Dispose of waste material in accordance with all local, regional, national, and international regulations.

Additional Information: Handle empty containers with care because residual vapors are flammable.

Ecology – Waste Materials: Avoid release to the environment.

SECTION 14: TRANSPORT INFORMATION

14.1. In Accordance with DOT

Proper Shipping Name : RESIN SOLUTION flammable
 Hazard Class : 3
 Identification Number : UN1866
 Label Codes : 3
 Packing Group : III
 ERG Number : 127



14.2. In Accordance with IMDG

Proper Shipping Name : RESIN SOLUTION
 Hazard Class : 3
 Identification Number : UN1866
 Packing Group : III
 Label Codes : 3
 EmS-No. (Fire) : F-E
 EmS-No. (Spillage) : S-E



14.3. In Accordance with IATA

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Proper Shipping Name : RESIN SOLUTION
Packing Group : III
Identification Number : UN1866
Hazard Class : 3
Label Codes : 3
ERG Code (IATA) : 3L



SECTION 15: REGULATORY INFORMATION

15.1 US Federal Regulations

| | |
|---|--|
| Insituform® CIPP (Uncured) | |
| SARA Section 311/312 Hazard Classes | Immediate (acute) health hazard Delayed (chronic) health hazard Fire hazard Reactive hazard |
| Styrene (100-42-5) | |
| Listed on the United States TSCA (Toxic Substances Control Act) inventory | |
| Listed on United States SARA Section 313 | |
| SARA Section 313 - Emission Reporting | 0.1 % |
| Quartz | |
| Listed on the United States TSCA (Toxic Substances Control Act) inventory | |
| SARA Section 311/312 Hazard Classes | Immediate (acute) health hazard Delayed (chronic) health hazard |
| Proprietary 2 – Organic Peroxide | |
| Listed on the United States TSCA (Toxic Substances Control Act) inventory | |
| Proprietary 1 – Organic Peroxide | |
| Listed on the United States TSCA (Toxic Substances Control Act) inventory | |
| Proprietary 3 – Organic Peroxide | |
| Listed on the United States TSCA (Toxic Substances Control Act) inventory | |
| Proprietary 5 – Organic Peroxide | |
| Listed on the United States TSCA (Toxic Substances Control Act) inventory | |
| Alkanes | |
| Listed on the United States TSCA (Toxic Substances Control Act) inventory | |
| Isododecane | |
| Listed on the United States TSCA (Toxic Substances Control Act) inventory | |
| Proprietary 4 – Organic Peroxide | |
| Listed on the United States TSCA (Toxic Substances Control Act) inventory | |
| Butylcyclohexanol | |
| Listed on the United States TSCA (Toxic Substances Control Act) inventory | |
| Titanium dioxide | |
| Listed on the United States TSCA (Toxic Substances Control Act) inventory | |
| SARA Section 311/312 Hazard Classes | Delayed (chronic) health hazard |
| Talc (14807-96-6) | |
| Listed on the United States TSCA (Toxic Substances Control Act) inventory | |
| Proprietary 6 – Organic Peroxide (686-31-7) | |
| Listed on the United States TSCA (Toxic Substances Control Act) inventory | |

15.2 US State Regulations

| | |
|--|--|
| Quartz | |
| U.S. - California - Proposition 65 - Carcinogens List | WARNING: This product contains chemicals known to the State of California to cause cancer. |
| Titanium dioxide | |
| U.S. - California - Proposition 65 - Carcinogens List | WARNING: This product contains chemicals known to the State of California to cause cancer. |
| Styrene (100-42-5) | |
| U.S. - Massachusetts - Right To Know List | |

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U.S. - New Jersey - Right to Know Hazardous Substance List
 U.S. - Pennsylvania - RTK (Right to Know) - Environmental Hazard List
 U.S. - Pennsylvania - RTK (Right to Know) List

Quartz

U.S. - Massachusetts - Right To Know List
 U.S. - New Jersey - Right to Know Hazardous Substance List
 U.S. - Pennsylvania - RTK (Right to Know) List

Proprietary 3 – Organic Peroxide

U.S. - Massachusetts - Right To Know List
 U.S. - New Jersey - Right to Know Hazardous Substance List
 U.S. - Pennsylvania - RTK (Right to Know) List

Titanium dioxide

U.S. - Massachusetts - Right To Know List
 U.S. - New Jersey - Right to Know Hazardous Substance List
 U.S. - Pennsylvania - RTK (Right to Know) List

Talc

U.S. - Massachusetts - Right To Know List
 U.S. - New Jersey - Right to Know Hazardous Substance List
 U.S. - Pennsylvania - RTK (Right to Know) List

SECTION 16: OTHER INFORMATION, INCLUDING DATE OF PREPARATION OR LAST REVISION

Revision Date : 08/10/2015
Other Information : This document has been prepared in accordance with the SDS requirements of the OSHA Hazard Communication Standard 29 CFR 1910.1200. This document has been prepared in accordance with standards for workplace safety. The precautionary statements and warnings included might not apply in all cases. Your needs may vary depending on the potential for exposure in your workplace.

GHS Full Text Phrases:

| | |
|-------------------------------------|--|
| Acute Tox. 4 (Inhalation:dust,mist) | Acute toxicity (inhalation:dust,mist) Category 4 |
| Acute Tox. 4 (Inhalation:vapor) | Acute toxicity (inhalation:vapor) Category 4 |
| Acute Tox. 4 (Oral) | Acute toxicity (oral) Category 4 |
| Aquatic Acute 1 | Hazardous to the aquatic environment - Acute Hazard Category 1 |
| Aquatic Acute 2 | Hazardous to the aquatic environment - Acute Hazard Category 2 |
| Aquatic Acute 3 | Hazardous to the aquatic environment - Acute Hazard Category 3 |
| Aquatic Chronic 1 | Hazardous to the aquatic environment - Chronic Hazard Category 1 |
| Aquatic Chronic 3 | Hazardous to the aquatic environment - Chronic Hazard Category 3 |
| Aquatic Chronic 4 | Hazardous to the aquatic environment - Chronic Hazard Category 4 |
| Asp. Tox. 1 | Aspiration hazard Category 1 |
| Carc. 1A | Carcinogenicity Category 1A |
| Carc. 1B | Carcinogenicity Category 1B |
| Carc. 2 | Carcinogenicity Category 2 |
| Eye Irrit. 2A | Serious eye damage/eye irritation Category 2A |
| Flam. Liq. 3 | Flammable liquids Category 3 |
| Org. Perox. B | Organic Peroxide Category B |
| Org. Perox. C | Organic Peroxide Category C |
| Org. Perox. D | Organic Peroxide Category D |
| Skin Irrit. 2 | Skin corrosion/irritation Category 2 |
| Skin Sens. 1 | Skin sensitization Category 1 |
| STOT RE 1 | Specific target organ toxicity (repeated exposure) Category 1 |
| STOT SE 3 | Specific target organ toxicity (single exposure) Category 3 |
| H226 | Flammable liquid and vapor |
| H241 | Heating may cause a fire or explosion |

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| | |
|------|--|
| H242 | Heating may cause a fire |
| H302 | Harmful if swallowed |
| H304 | May be fatal if swallowed and enters airways |
| H315 | Causes skin irritation |
| H317 | May cause an allergic skin reaction |
| H319 | Causes serious eye irritation |
| H332 | Harmful if inhaled |
| H335 | May cause respiratory irritation |
| H350 | May cause cancer |
| H351 | Suspected of causing cancer |
| H372 | Causes damage to organs through prolonged or repeated exposure |
| H400 | Very toxic to aquatic life |
| H401 | Toxic to aquatic life |
| H402 | Harmful to aquatic life |
| H410 | Very toxic to aquatic life with long lasting effects |
| H412 | Harmful to aquatic life with long lasting effects |
| H413 | May cause long lasting harmful effects to aquatic life |

This information is based on our current knowledge and is intended to describe the product for the purposes of health, safety and environmental requirements only. It should not therefore be construed as guaranteeing any specific property of the product.

SDS US (GHS HazCom)

**BID FORM 8B: Bid Form
Acknowledgement and Pricing Proposal**

PROJECT IDENTIFICATION: Sewer Rehabilitation Services

BID IDENTIFICATION AND NUMBER: BID NO. 23-B-005

THIS BID IS SUBMITTED TO: **CITY OF SOUTH DAYTONA
OFFICE OF THE CITY MANAGER
1672 S. RIDGEWOOD AVENUE
SOUTH DAYTONA, FLORIDA 32119**

Name of Bidder: Atlantic Pipe Services, LLC

Mailing Address: 1420 Martin Luther King Jr Blvd

Street Address: 1420 Martin Luther King Jr Blvd

City/State/Zip: Sanford, FL 32771

Phone Number: (407) 792.1360 FAX Number: () info@atlanticpipe.us

I have carefully examined the Invitation to Bid (ITB), Instructions to Vendors, General and/or Special Conditions, Specifications, and any other documents accompanying or made a part of this invitation.

I hereby propose to furnish the goods or services specified in the Invitation to Bid at the prices or rates as finally negotiated. I agree that my bid will remain firm for a period of up to ninety (90) days in order to allow the City of South Daytona adequate time to evaluate the proposed bid. Furthermore, I agree to abide by all conditions of the Invitation to Bid.

I certify that all information contained in this Bid is truthful to the best of my knowledge and belief. I further certify that I am a duly authorized to submit this Bid on behalf of the Vendor / Contractor as its act and deed and that the Vendor / Contractor is ready, willing and able to perform if awarded the contract.

I propose and agree, if this Bid is accepted, to enter into an Agreement with the City in the form included in the Contract Documents to furnish all necessary materials, equipment, machinery, tools, apparatus, transportation and labor and to complete all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the Contract Documents.

I will accept as full compensation for completion of the project in full compliance with the Contract Documents, the lump sum price for the work items submitted herein with this Bid.

I further certify that this Bid is made without prior understanding, Contract, connection, discussion, or collusion with any person, firm or corporation submitting a Bid for the same product or service; no officer, employee or agent of the City of South Daytona City Council or of any other Vendor interested in said ITB; and that the undersigned executed this Vendor's Acknowledgement with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

I further certify that having read and examined the specifications and documents for the designated services and understanding the general conditions for contract under which services will be performed, does hereby propose to furnish all labor, equipment, and material to provide the services set forth in the ITB.

I hereby declare that the following listing states any clarifications, any and all variations from and exceptions to the requirements of the specifications and documents. The undersigned further declares that the "work" will be performed in strict accordance with such requirements and understands that any exceptions to the requirements of the specifications and documents may render the Bid non-responsive.

ADDENDUM ACKNOWLEDGEMENT

I have carefully examined the Invitation to Bid (ITB), Instructions to Vendors, General and/or Special Conditions, Specifications, and any other documents accompanying or made a part of this Invitation to Bid.

I acknowledge receipt and incorporation of the following addenda, and the cost, if any, of such revisions has been included in the price of the bid proposal.

Addendum Number: 1 Date: 03/20/23 Addendum Number: _____ Date: _____
Addendum Number: _____ Date: _____ Addendum Number: _____ Date: _____

Please note that the City may award contracts to multiple contractors.

BID

The undersigned offers to furnish all materials, equipment and labor for construction of the "BID NO. 23-B-005, Sewer Rehabilitation Services," for the City of South Daytona, Florida, complete in every respect in strict accordance with the drawings, specifications, exhibits, figures and any future changes therein.

The bid price as outlined in Bid Form 8J is attached.

IN WITNESS WHEREOF, Bidder has hereunto executed this form this 28th day of March, 2023.

Atlantic Pipe Services, LLC

(Name of Bidding Firm)

Allan Cagle

(Signature of person signing form)

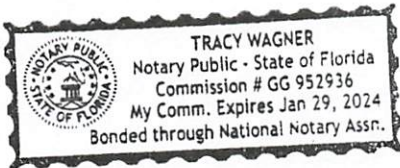
Allan Cagle - President

(Printed name and Title of person signing form)

STATE OF Florida
COUNTY OF Seminole

This document was sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this 28 day of March, 2023

he/she is personally known to me or has presented _____ as identification.



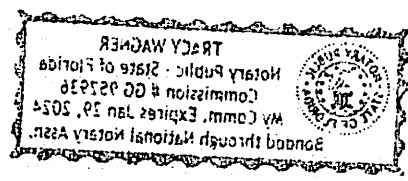
[Signature]
Notary Public
My Commission Expires: 1/29/24

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID.

[Faint, illegible text]

[Faint, illegible text]

William Wagner



[Faint, illegible text]

**BID FORM 8C:
Drug-Free Preference Statement**

IDENTICAL TIE BIDS - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, proposals, statements, or replies that are equal with respect to price, quality, and service are received by the city for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program.

In order to have a drug-free workplace program, a business shall:

- (1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- (2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- (3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- (4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- (5) Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- (6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of Section 287.087, Florida Statutes.

As an authorized representative of the firm, I certify that this firm complies fully with the above requirements.

Atlantic Pipe Services, LLC

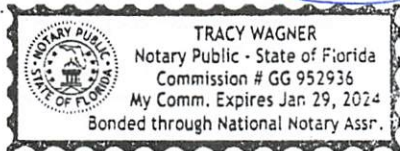
(Name of Bidding Firm)

Allan Cagle
(Signature of person signing form)

Allan Cagle - President
(Printed name and Title of person signing form)

STATE OF Florida
COUNTY OF Seminole

This document was sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this 08 day of March, 2023 he/she is personally known to me or has presented _____ as identification.



[Signature]
Notary Public
My Commission Expires: 1/29/24

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID.

**BID FORM 8D:
Public Entity Crimes Statement**

(To be signed in the presence of notary public or other officer authorized to administer oaths.)

Before me, the undersigned Authority, personally appeared affiant who, being by me first duly sworn, made the following statement:

This sworn statement is submitted with Bid, Proposal or Contract No. 23-B-005 for Sewer Rehabilitation Services. This sworn statement is submitted by Atlantic Pipe Services, LLC whose business address is 1420 MARTIN LUTHER KING JR. BLVD, SANFORD, FL 32771 and (if applicable) its Federal Employer Identification Number (FEIN) is 81-4515509. (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement:

_____.)

My name is Allan Cagle and my relationship to the entity named above is

President.

(relationship such as sole proprietor, partner, president, vice president)

- (1) I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation.
- (2) I understand that "convicted" or "conviction" is defined by the Florida Statutes to mean a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilt or nolo contendere.
- (3) I understand that "affiliate" is defined by the Florida Statutes to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.
- (4) I understand that a "person" as defined in Paragraph 287.133(i)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
- (5) Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies).

- X Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (Please indicate which additional statement applies.)
- There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)
- The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order).

As an authorized representative of the firm, I certify that this firm complies fully with the above requirements.

Atlantic Pipe Services, LLC

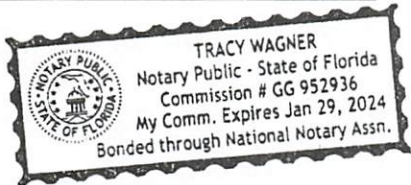
(Name of Bidding Firm)

Allan Cagle
(Signature of person signing form)

Allan Cagle - President
(Printed name and Title of person signing form)

STATE OF Florida
COUNTY OF Seminole

This document was sworn to (or affirmed) and subscribed before me by means of 5 physical presence or ___ online notarization, this 28 day of March, 2023 he/she is personally known to me or has presented ___ as identification.



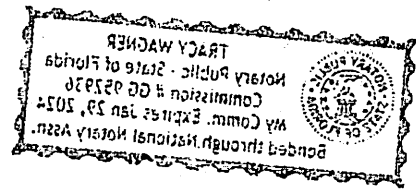
[Signature]
Notary Public
My Commission Expires: 1/29/24

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID.

[Faint, illegible text]

[Faint, illegible text]

Tracy Wagner



[Faint, illegible text]

**BID FORM 8E:
Anti-Collusion Statement**

By signing this form, the Proposer agrees that this Bid is made without any other understanding, agreement, or connection with any person, corporation, or firm submitting a bid for the same purpose and that the bid is in all respects fair and without collusion or fraud.

SIGN in ink in the space provided below. Unsigned Bids will be considered incomplete, and will be disqualified, and rejected.

IT IS AGREED BY THE UNDERSIGNED VENDOR THAT THE SIGNING AND DELIVERY OF THE BID REPRESENTS THE VENDORS ACCEPTANCE OF THE TERMS AND CONDITIONS OF THE FOREGOING SPECIFICATIONS, CONTRACT AND PROVISIONS, AND IF AWARDED, THIS CONTRACT WILL REPRESENT THE AGREEMENT BETWEEN THE VENDORS AND THE CITY OF SOUTH DAYTONA.

Allan Cagle
(Signature of person signing form)

Allan Cagle - President
(Printed name and Title of person signing form)

Name of Bidder: Atlantic Pipe Services, LLC

Address: 1420 MARTIN LUTHER KING JR. BLVD

City/State/Zip: SANFORD, FL 32771

Phone Number: (407) 792.1360 FAX Number: () info@atlanticpipe.us

FEIN Number: 81-4515509

NO Bid may be withdrawn for a period of ninety (90) days subsequent to the submittal of the Bids, without the consent of the City of South Daytona.

NO BID (REASON): N/A

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID.

**BID FORM 8F:
Statement of Vendor Qualifications**

The undersigned warrants that he or she is duly authorized to complete this document, and hereby affirms that the information contained in this Form is complete, true, and correct to the best of their knowledge and belief. If necessary, questions may be answered on separate paper and attached, with any additional information that may be pertinent.

- (1) Name of Vendor. Atlantic Pipe Services, LLC
- (2) Permanent main office address. 1420 MARTIN LUTHER KING JR. BLVD, SANFORD, FL 32771
- (3) Date organized. 01/01/2017
- (4) If a corporation, where incorporated. Florida
- (5) How many years have you been engaged in the contracting business under your present firm or trade name? 5.3 yrs
- (6) Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion.) See attached list
- (7) General character of work performed by your company. Storm and Sewer Cleaning, Inspections and Repairs
- (8) Have you ever failed to complete any work awarded to you? If so, where and why? No
- (9) Have you ever defaulted on a contract? If so, where and why? No
- (10) List the more important projects recently completed by your company, stating the approximate cost for each and the month and year completed. See References
- (11) List your major equipment currently owned or leased. See attached equipment spreadsheet
- (12) Experience in work similar to this type of project. See attached similar work / project flow
- (13) Background and experience of the principal members of your organization, including the officers. 3 resumes attached
- (14) The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the City in verification of the recitals comprising this Statement of Vendor Qualifications.

Atlantic Pipe Services, LLC
(Name of Bidding Firm)

Allan Cagle
(Signature of person signing form)

Allan Cagle - President
(Printed name and Title of person signing form)

STATE OF Florida
COUNTY OF Seminole

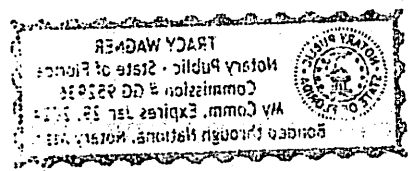
This document was sworn to (or affirmed) and subscribed before me by means of physical presence or ___ online notarization, this 28 day of March, 2023, he/she is personally known to me or has presented _____ as identification.



[Signature]
Notary Public
My Commission Expires: 1/29/24

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[Handwritten signature]



(6) CONTRACTS ON HAND

| Contract # | Authority | Services | Contract Start | Contract End | Description |
|-------------------|----------------------|---|-----------------------|---------------------|--|
| IFB-603507-19/BJC | Seminole County | Storm Cleaning and Inspections | August 2022 | August 2023 | This is a Term Contract for Services on an "as-needed" basis |
| IFB-604150-21/LNF | Seminole County | Storm CIPP Lining and MH Rehabilitation | October 2021 | September 2024 | This is a Term Contract for Services on an "as-needed" basis |
| 21-MCC-ATL-13188 | St Johns County | Storm/Sewer Cleaning, Inspections, CIPP | February 2023 | February 2024 | This is a Term Contract for Services on an "as-needed" basis |
| B-21-32 | Brevard County | Storm CIPP | April 2021 | April 2024 | This is a Term Contract for Services on an "as-needed" basis |
| IFB22-0161 | City of Orlando | Sanitary CIPP and Manhole Rehab | March 2023 | March 2024 | This is a Term Contract for Services on an "as-needed" basis |
| ITB-23-2026-KC | FDOT District 2 | Storm Cleaning and Inspections | April 2023 | April 2026 | This is a Term Contract for Services on an "as-needed" basis |
| 22-B-112LS | Volusia County | Sanitary Cleaning, Inspections, and CIPP Lining | August 2022 | August 2025 | This is a Term Contract for Services on an "as-needed" basis |
| 20-133 | Toho Water Authority | Sanitary Sewer Cleaning and Inspections | November 2020 | November 2023 | This is a Term Contract for Services on an "as-needed" basis |

(11) Equipment

| EQUIPMENT NUMBER | EQUIPMENT DESCRIPTION | EQUIPMENT TYPE | FUEL TYPE | Month Took Possession |
|------------------|--|-------------------|-----------|-----------------------|
| BT001 | 2014 ISUZU | BOX TRUCK | Diesel | 8/8/2019 |
| CT001 | 2017 FORD CAMERA TRUCK F550 4x4 | TV TRUCK | Diesel | 5/10/2017 |
| CT002 | 2018 FORD CAMERA TRUCK F550 4x4 | TV TRUCK | Diesel | 10/30/2017 |
| CT003 | 2018 FORD CAMERA TRUCK F550 4x4 | TV TRUCK | Diesel | 7/23/2018 |
| CT004 | 2018 FORD CAMERA TRUCK F550 4x4 | TV TRUCK | Diesel | 11/27/2018 |
| CT005 | 2019 FORD CAMERA TRUCK F550 4x4 | TV TRUCK | Diesel | 5/30/2019 |
| CT006 | 2018 FORD CAMERA VAN E450 | TV TRUCK | Unleaded | 8/13/2019 |
| CT007 | 2019 FORD CAMERA TRUCK F550 4x4 Lateral Launch | TV TRUCK | Diesel | 8/17/2020 |
| CT008 | 2019 FORD CAMERA TRUCK F550 4x4 | TV TRUCK | Diesel | 8/17/2020 |
| CT009 | 2019 FORD CAMERA TRUCK F550 4x4 Lateral Launch | TV TRUCK | Diesel | 10/7/2020 |
| CT010 | 2020 Ford F550 4WD CAMERA TRUCK WITH CUTTER | TV & CUTTER TRUCK | Diesel | 10/7/2020 |
| CT011 | 2021 FORD CAMERA TRUCK F550 4x4 | TV TRUCK | Diesel | 11/19/2021 |
| CT012 | 2021 FORD CAMERA TRUCK F550 4x4 | TV TRUCK | Diesel | 11/19/2021 |
| CT014 | 2021 Ford F550 4WD CAMERA | TV TRUCK | Diesel | 9/28/2021 |
| CT015 | 2021 Ford F550 4WD CAMERA | TV TRUCK | Diesel | 8/1/2022 |
| CT016 | 2021 Ford F550 4WD CAMERA | TV TRUCK | Diesel | 9/19/2022 |
| CT017 | 2021 Ford F550 4WD CAMERA | TV TRUCK | Diesel | 2/3/2023 |
| CT018 | 2022 Ford F550 4WD CAMERA TRUCK | TV TRUCK | Diesel | 7/7/2022 |
| CT019 | 2021 Ford F550 4WD Laser CAMERA TRUCK | TV TRUCK | Diesel | 7/28/2022 |
| CT020 | 2022 Ford F550 4WD CAMERA TRUCK | TV TRUCK | Diesel | 3/8/2023 |
| GT001 | 2018 FORD F750 XL | GROUT TRUCK | Diesel | 10/23/2018 |
| GT002 | 2021 FORD F650 | GROUT TRUCK | Diesel | 6/28/2021 |
| HT001 | 2020 Kenworth T880 | BOILER TRUCK | Diesel | 12/30/2019 |
| HT002 | 2020 Kenworth T880 | BOILER TRUCK | DIESEL | 11/19/2021 |
| HT003 | 2020 Kenworth T800 | BOILER TRUCK | DIESEL | 3/14/2022 |
| SV001 | 2017 Vactor 114SD Sewer Vacuum Truck | VACTOR | Diesel | 12/19/2016 |
| SV002 | 2018 FREIGHTLINER 114SD | VACALL | Diesel | 9/15/2017 |
| SV003 | 2018 FREIGHTLINER 114SD TRUCK | VACALL | Diesel | 12/26/2017 |
| SV004 | 2018 KENWORTH T880 | VACTOR | Diesel | 12/19/2018 |
| SV005 | 2018 Vacall 114SD Sewer Vacuum Truck | VACALL | Diesel | 6/5/2019 |
| SV006 | 2019 Vacall 114SD Sewer Vacuum Truck | VACALL | Diesel | 7/8/2020 |
| SV007 | 2017 Vacall Recycler Sewer Vac Truck | VACALL | Diesel | 7/8/2020 |
| SV008 | 2020 Vactor Standard Sewer Vac Truck | VACTOR | Diesel | 3/1/2021 |
| SV009 | 2017 T900 Vactor Recycler Sewer Vac Truck | VACTOR | Diesel | 6/10/2020 |
| SV011 | 2020 Vactor Standard Sewer Vac Truck | VACTOR | Diesel | 10/15/2020 |
| SV013 | 2019 VACALL 114SD Recycler Sewer Vacuum Truck | VACALL | Diesel | 6/15/2021 |
| SV017 | 2019 VACALL 114SD Recycler Sewer Vacuum Truck | Vacall Recycler | Diesel | 10/13/2021 |
| SV018 | 2021 Vactor Standard Sewer Vac Truck | VACTOR | Diesel | 6/28/2021 |
| SV019 | 2022 Freightliner 114SD Vacall Standard | Vacall | Diesel | 8/11/2021 |
| SV020 | 2021 Freightliner 114SD Vacall Standard | Vacall | Diesel | 6/21/2022 |
| SV021 | 2021 Freightliner 114SD Vacall Standard | Vacall | Diesel | 6/21/2022 |
| SV022 | 2021 Kenworth T880- Vactor | VACTOR | Diesel | 7/7/2022 |
| SV023 | 2022 PETERBILT 567 | VACTOR | Diesel | 9/19/2022 |
| SV024 | Kenworth T880- Vactor | VACTOR | Diesel | 10/20/2022 |
| SV025 | Freightliner 114SD | VACALL | Diesel | 10/20/2022 |
| SV026 | 2021 Kenworth T880- Vactor | VACTOR | Diesel | 12/19/2022 |
| SV027 | 2021 Freightliner 114SD Vacall Recycler | VACALL | Diesel | 9/27/2022 |
| SV028 | 2022 PETERBILT 567 | VACTOR | Diesel | 2/21/2023 |
| SV029 | Kenworth T880- Vactor | VACTOR | Diesel | 2/21/2023 |
| ST001 | 2019 FORD F550 | MECHANIC TRUCK | Diesel | 9/13/2019 |
| ST002 | 2019 FORD F350 | MECHANIC TRUCK | Diesel | 11/22/2019 |
| ST003 | 2021 FORD F550 XL | DIVE TRUCK | Diesel | 8/24/2021 |

| | | | | |
|--------|---|-------------------|----------|------------|
| ST004 | 2022 FORD F550 | MECHANIC TRUCK | Diesel | 2/1/2023 |
| T002 | 2016 FORD F150 | TRUCK | Unleaded | 11/14/2018 |
| T003 | 2016 FORD F150 | TRUCK | Unleaded | 11/14/2018 |
| T007 | 2019 Ford F250 | TRUCK | Diesel | 7/8/2019 |
| T009 | 2019 FORD F-150 | TRUCK | Unleaded | 6/30/2019 |
| T011 | 2019 FORD F-150 | TRUCK | Unleaded | 6/30/2019 |
| T012 | 2018 FORD F-150 | TRUCK | Unleaded | 9/13/2019 |
| T014 | 2019 FORD F-150 | TRUCK | Unleaded | 1/24/2020 |
| T015 | 2020 FORD F-150 | TRUCK | Unleaded | 7/13/2020 |
| T016 | 2020 FORD F-150 | TRUCK | Unleaded | 8/1/2020 |
| T017 | 2020 FORD F-150 | TRUCK | Unleaded | 8/14/2020 |
| T018 | 2020 FORD F-150 | TRUCK | Unleaded | 8/14/2020 |
| T019 | 2020 FORD F-150 | TRUCK | Unleaded | 8/14/2020 |
| T020 | 2020 FORD F-250 | TRUCK | Unleaded | 1/13/2021 |
| T021 | 2021 FORD F-150 | TRUCK | Unleaded | 5/19/2021 |
| T022 | 2021 FORD F-150 | TRUCK | Unleaded | 6/21/2021 |
| T023 | 2021 FORD F-350 | TRUCK | Diesel | 7/12/2021 |
| T025 | 2021 Ford F-150 XL | TRUCK | Unleaded | 11/12/2021 |
| T027 | 2021 Ford F150 XLT | TRUCK | Unleaded | 1/22/2022 |
| T028 | 2022 Ford F150 XLT | TRUCK | Unleaded | 1/22/2022 |
| T029 | 2021 Ford F250 Crew Cab | TRUCK | Unleaded | 1/22/2022 |
| T030 | 2021 Ford Supercrew F150XL | TRUCK | Unleaded | 2/14/2022 |
| T031 | 2021 Ford supercrew F150XL | TRUCK | Unleaded | 2/14/2022 |
| T032 | 2021 Ford F350 Flat Bed | TRUCK | Diesel | 2/22/2022 |
| T033 | 2022 Ford F250 | TRUCK | Unleaded | 4/14/2022 |
| T034 | 2021 Ford F150 XL Supercrew | TRUCK | Unleaded | 4/4/2022 |
| T035 | 2020 Ford F150 4dr Sport | TRUCK | Unleaded | 4/14/2022 |
| T036 | 2022 FORD F-150 | TRUCK | Unleaded | 5/2/2022 |
| T037 | 2022 Ford F350 | TRUCK | Diesel | 5/25/2022 |
| T038 | 2020 FORD F-150 | TRUCK | Unleaded | 6/1/2022 |
| T039 | 2022 FORD F-150 | TRUCK | Unleaded | 6/22/2022 |
| T040 | 2022 FORD F-250 | TRUCK | Unleaded | 6/22/2022 |
| T041 | 2022 FORD F-150 | TRUCK | Unleaded | 6/22/2022 |
| T042 | 2022 FORD EXPLORER | SUV | Unleaded | 7/1/2022 |
| T043 | 2022 FORD F-150 HYB | TRUCK | Unleaded | 8/22/2022 |
| T044 | 2022 FORD F-550 | TRUCK | Diesel | 8/1/2022 |
| T045 | 2022 Ford F-150 | TRUCK | Unleaded | 8/1/2022 |
| T046 | 2022 Ford F-150 | TRUCK | Unleaded | 10/22/2022 |
| T047 | 2022 Ford F-150 | TRUCK | Unleaded | 10/1/2022 |
| T048 | 2023 F-150 | TRUCK | Unleaded | 2/27/2023 |
| MHT001 | 2021 Rollin Flatbed Trailer/Cement Spray | Gooseneck Trailer | N/A | 3/14/2022 |
| MHT002 | 2022 Cargo Mate Utility Trailer/Epoxy Spray | Trailer | N/A | 3/14/2022 |
| RT002 | 2020 Arising Industry Trailer | TRAILER | N/A | 9/11/2019 |
| RT003 | 2020 Arising Industry Trailer (grout) | TRAILER | N/A | 10/17/2019 |
| RT004 | 2020 5x10 Utility Trailer | TRAILER | N/A | 12/23/2020 |
| RT005 | 2020 7x20 Utility Trailer | TRAILER/Dive | N/A | 1/11/2021 |
| RT006 | 2021 18x8 Big Tex Trailer | TRAILER | N/A | 10/1/2021 |
| RT008 | 2021 8.5 x 20 x 6'6 Enclosed Trailer | TRAILER | N/A | 2/15/2022 |
| RT009 | 2022 Big Tex 18x8 Trailer | TRAILER | N/A | 2/25/2022 |
| RT010 | 82x16 Tandem Axle Landscape Trailer | TRAILER | N/A | 3/23/2022 |
| IT001 | 2021 8X12 Medium Inversion Trailer | TRAILER | N/A | 12/28/2021 |
| LT001 | 2020 Rausch Trailer w Laser Equipment | TRAILER/LASER | N/A | 11/18/2020 |
| LT002 | 2021 CRMT Trailer w Laser Equipment | TRAILER/LASER | N/A | 6/15/2021 |
| LT003 | 2017 CRMT Trailer w Laser Equipment | TRAILER/LASER | N/A | 7/14/2021 |
| LT004 | 2011 CRMT Trailer w Laser Equipment (For Parts) | TRAILER/LASER | | Jul-21 |

Similar Projects / Project Flow

Atlantic Pipe Services performs sanitary sewer rehabilitation on a routine basis. As submitted previously in this bid package, APS has completed three larger scale projects of similar nature recently; work was performed for Loxahatchee River Environmental District, Sunshine Water, and the City of Winter Park. All projects included pre-inspections for assessment, CIPP lining, and post lining inspection. Project flow is as follows:

Project Plan: Pipeline Cleaning & CCTV Inspection

All effective pipeline rehabilitation projects start with a clear, accurate CCTV inspection. Before a CCTV inspection can be performed, the pipeline must be cleaned. Without proper desilting, the video inspections can be rendered incapable to accomplish or provide incomplete data. Since the goal is to provide a complete assessment of the sewer system, APS believes that it is imperative to give a complete 360 degree view of the pipeline throughout the entire length of each pipe segment in the defined scope of work. Without a proper cleaning, a CCTV operator could be limited in providing an accurate inspection.

For Existing Sewer Pipeline cleaning (depending on the flow in the pipeline) will start with the operator setting a plug up stream to hold back any sewage debris flowing in during the cleaning and inspection process. If necessary, APS will use bypassing to prevent sewer back ups while working on a system. Once plugged a Vacuum Truck will jet out the debris in the pipeline using various hydraulic nozzles to a manhole where the debris are vacuumed up and put into the debris tank on the vac truck. Typically, APS crews will set up on the down stream manhole and let gravity aid them by running the nozzle up stream and pulling the debris back. Once the debris tank is filled up with debris vacuumed from the sewer system, APS will dispose of the debris at an off-site licensed sewage debris disposal location.

Once APS has preformed the cleaning on the pipelines. Crews will then perform a detailed inspection of the pipelines using NASSCO – MACP, LACP, PACP compliant code. Calling out all defects such a specific Cracks, Infiltration, etc. Along with noted defects, the following pieces of information will be inserted into the inspections software: Date, Project, Project #, Street Names, Structure locations and Structure #'s, Distance of pipe surveyed, coordinate locations to the 7th decimal, counter display, begin/end points, pipe diameter, pipe material, pipe shape, precise footage and clock position of all service connections, etc . Sufficient lighting will be ensured on all videos to allow for maximum clarity of the pipeline and the deficiencies. In all instances, the camera head will be centered in the pipe both vertically and horizontally. All APS camera equipment has tilt and pan capabilities to allow an up-close view of any deficiency or potential deficiency. As deficiencies are encountered, operators will stop and

provide clear and focused view of the deficiency and a narrative stating the location of the deficiency and a NASSCO compliant description stating the type of deficiency encountered. All notes in the video such as pipe diameter, pipe length, begin/end points, etc will also be available on the field inspection report that is submitted alongside the video.

After our CCTV inspection takes place, the videos are then submitted to APS' Quality Control Department. Once received, the data is sorted, and the videos/reports are reviewed for accuracy and added to our cloud service. Once uploaded, South Daytona will receive a link with all the videos and reports. This link will be updated with the latest videos/reports as the project progresses. The end goal is to have an organized an accurate database of our findings to turn over to the City so that determinations can be made about the condition and longevity of the existing infrastructure. APS prides ourselves in an organized approach to everything that we do. Video and data management is where our organized and systematic approach are brought to light.

Once the pipeline is evaluated and ready for installation, the following processes for an installation of a manhole to manhole CIPP liner will take place:

Bypass (if necessary) – Mainline flows that cannot be halted by temporarily backing up the pipeline during liner installation and cure shall be bypassed. Bypass capacity (pumps, bypass lines etc.) shall be sized to handle the expected flow during the liner installation and cure time. Flow from service connections (laterals) shall be halted by temporarily backing up the connections during liner installation and cure when the liner covers the service connection openings. Where service flows cannot be temporarily backed up in this manner (due to excessive flows or incoming heads), provisions shall be made for temporary bypassing of service flow using bypass pumping or other suitable means. Homeowners will be given door knocker notification 24-48 hours prior to liner installation.

Traffic Control – Maintenance of Traffic will be coordinated with the Prime contractor and will be in accordance with both applicable FDOT index and MUTCD.

Installation Method

Inversion- The liner will be installed using the inversion process. The inversion process will use either water column inversion or pressurized inversion (water or air). The heads or pressures used shall be in accordance with the head/pressure limits from the manufacturer of the tube. For water column/pressure inversion the effect of pipeline fall of rise shall be considered when applying head/pressure at the inversion location so that the head/pressure anywhere along the run does not exceed allowances for the manufacturer of the tube. The inversion shall proceed in a uniform controlled method and during inversion the head/pressure shall be maintained within a range that facilitates steady and controlled inversion. Unless special circumstances warrant, the head/pressure shall be always maintained in the liner during the inversion. In installations where a pull-in type liner may be used instead of an inversion type liner, pull forces shall be maintained below the rating of the liner manufacturer.

Hot water- circulated within the liner shall be used to elevate the temperature of the resin to effect a cure. During the cure the water in the liner shall be maintained at a head/pressure in accordance with requirements for the specific the size and thickness of the liner. A boiler of sufficient rating shall be used to add heat to the circulating water. Circulating pump(s) and internal hoses shall be sized to provide sufficient circulation of the hot water to

Atlantic Pipe Services, LLC
1420 Martin Luther King Jr Blvd, Sanford, FL 32771
407.792.1360
www.atlanticpipe.us (e) info@atlanticpipe.us

uniformly heat the liner. The temperature of the circulating hot water shall be monitored at the supply from and return to the boiler. The temperature of the liner outer surface shall be monitored at each end using thermocouples or other suitable measuring devices. After the CIPP liner has changed to a hard state, the cure heating shall be continued maintaining the liner at an elevated temperature for a period dependent on the size, thickness, and ongoing temperature measurements to ensure the full level of cure has been achieved. On completion of the heat cure, the liner shall be cooled down either naturally or by adding cold water to the circulating water while removing water. During cool down the head/pressure in the liner shall be maintained at the cure head. The rate of cool down shall be commensurate with the liner size and thickness to minimize shrinkage and internal stresses.

Steam- flowed through the interior of the liner shall be used to elevate temperature of the resin to effect a cure. Compressed air shall be mixed with the steam as required to moderate the steam temperature to produce a controlled heating of the liner, avoid hot spotting and prevent blistering of the polyurethane coating. The pressure of the steam/air mixture shall be controlled at the injection and venting manifold locations to maintain the required internal pressure on the liner in accordance with the requirements for the carrier tube internal pressure ratings. The temperature of the steam/air mixture shall be controlled and monitored at the mixing manifold. The

temperature of the liner outer surface shall be monitored at each end using thermocouples or other suitable measuring devices. After the CIPP liner has changed to a hard state, the cure heating shall be continued maintaining the liner at an elevated temperature for a period dependent on the size, thickness, and ongoing temperature measurements to ensure the full level of cure has been achieved. On completion of the heat cure, the liner shall be cooled down either naturally or by gradually reducing the amount of heating steam in the steam/air mixture to all air. During cool down the pressure in the liner shall be maintained at the cure pressure. The rate of cool down shall be commensurate with the liner size and thickness to minimize shrinkage and internal stresses.

Service Reconnection

On completion of the cool-down, the liner shall be cut open at each end releasing the water or air (depending on cure method). The top end shall always be opened or vented first (if not already open) to prevent vacuum being generated when water flows out at the downstream end. Where service connections (laterals) require reinstatement through the cured liner, openings shall be cut in the liner wall with a CCTV monitored robotic cutter. The locations for openings shall be as determined by dimpling of the liner at laterals and, where required, by pre-lining measurements made of the locations of the laterals. Depending on the number of laterals to be reinstated, reinstatement may commence by cutting a sufficient opening at each lateral to relieve any standing flow followed by returning to cut each lateral opening out to the full interior size of the existing lateral connection. Lateral reinstatement openings shall be neat, free of jagged edges or lips and conform to the size of the existing service lateral at the sewer.

All lateral connections will be reinstated unless directed otherwise by owner's representative.

Post CCTV Inspection

On completion of all installation and lateral reinstatements, the complete CIPP liner shall be CCTV inspected in accordance with NASSCO PACP specification. The inspection shall be free of steam or vapor

that obscures the picture and the flow level in the sewer shall be held sufficiently low to provide for a clear view of the lined pipeline. During the inspection, each lateral reinstatement shall be clearly visible on the inspection. A copy of the inspection video and log will be delivered as per contract specification.

**BID FORM 8G:
Professional References for Previous Experience**

The Vendor proposes that he/she is qualified to perform the referenced work and has successfully done so on recent projects similar in nature and size. The City reserves the right to check references and confirm information provided herein.

Please provide three (3) current and correct references from clients for similar services. (Do not include the City of South Daytona)

Reference 1:

| | |
|---|---|
| <i>Company Name:</i> | Sunshine Water Services |
| <i>City, State:</i> | Altamonte Springs, FL |
| <i>Contact Person:</i> | Bryan Gongre |
| <i>Telephone Number:</i> | 321.972.0360 |
| <i>Email Address:</i> | Bryan.Gongre@sunshinewater.com |
| <i>Description of Goods or Services provided:</i> | Sanitary Sewer Cleaning, Inspections, and Repairs |
| <i>Contract Amount:</i> | \$933,816.00 |
| <i>Start/End Date of Contract:</i> | 7/22/2020 - 2/16/2021 |

Reference 2:

| | |
|---|--|
| <i>Company Name:</i> | City of Winter Park |
| <i>City, State:</i> | Winter Park, FL |
| <i>Contact Person:</i> | Tom Best |
| <i>Telephone Number:</i> | 407.691.7845 |
| <i>Email Address:</i> | TBest@cityofwinterpark.org |
| <i>Description of Goods or Services provided:</i> | Bypass Pumping, Cleaning and Televising, CIPP Lining, Manhole Rehab. |
| <i>Contract Amount:</i> | \$366,074.00 |
| <i>Start/End Date of Contract:</i> | 10/1/21 - 9/31/22 |

Reference 3:

| | |
|---|---|
| <i>Company Name:</i> | Loxahatchee River District |
| <i>City, State:</i> | Jupiter, FL |
| <i>Contact Person:</i> | Kris Dean |
| <i>Telephone Number:</i> | 561.723.8263 |
| <i>Email Address:</i> | Kris.Dean@lrecd.org |
| <i>Description of Goods or Services provided:</i> | Sanitary Sewer Assessment and CIPP Lining |
| <i>Contract Amount:</i> | \$990,821.66 |
| <i>Start/End Date of Contract:</i> | 2/15/2022 - 12/31/2022 |

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID.

**BID FORM 8H:
Listing of Subcontractors**

The Vendor proposes that the following subcontractors are qualified to perform the referenced work and have successfully done so on recent projects similar in nature and size. All subcontractors whose work product accounts for 5% or more of the total contract value shall be listed. Upon approval of subcontractors listed, the successful Vendor shall not substitute subcontractors without approval from the City. Vendor shall attach additional sheets as necessary.

Subcontractor 1:

| | | | |
|-----------------------------------|--|--------------------------------------|---|
| <i>Name:</i> | None Anticipated. APS will submit to City if Subcontractors become necessary | | |
| <i>City, State:</i> | | | |
| <i>Description of Work:</i> | | | |
| <i>Percent of Contract Price:</i> | | <i>Previous Experience Together:</i> | <input type="checkbox"/> Yes <input type="checkbox"/> No |

Subcontractor 2:

| | | | |
|-----------------------------------|--|--------------------------------------|---|
| <i>Name:</i> | | | |
| <i>City, State:</i> | | | |
| <i>Description of Work:</i> | | | |
| <i>Percent of Contract Price:</i> | | <i>Previous Experience Together:</i> | <input type="checkbox"/> Yes <input type="checkbox"/> No |

Subcontractor 3:

| | | | |
|-----------------------------------|--|--------------------------------------|---|
| <i>Name:</i> | | | |
| <i>City, State:</i> | | | |
| <i>Description of Work:</i> | | | |
| <i>Percent of Contract Price:</i> | | <i>Previous Experience Together:</i> | <input type="checkbox"/> Yes <input type="checkbox"/> No |

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID.

**BID FORM 8I:
Cured-in-Place Pipe Specs**

A. REQUIREMENTS

1. The Contractor shall provide necessary warranty and documentation of required experience per the Contract Bid Submittal Requirements and as specified herein.
2. The OWNER requires all Customers to be notified a minimum of 5 calendar days of any anticipated flow interruptions. It is the Contractor's responsibility to make said Customer notifications.
3. The CIPP shall be continuous, jointless and structurally sound liner from manhole to manhole. All existing and confirmed lateral connections shall be internally reinstated/reopened. The Contractor will be responsible for sealing all manhole wall and lateral reinstatement connections.
4. The OWNER will pay for installed materials only per the Contract Bid Tabulation Bid Item Unit Cost.
5. All work shall adhere to Occupational Health and Safety Administration (OSHA) standards, current edition.
6. Maintenance of Traffic shall adhere to FDOT Design Standards, Index 600, current edition.

B. REFERENCE SPECIFICATIONS AND STANDARDS

1) This specification references the following American Society for Testing and Materials (ASTM) Standard Specifications, American Water Works Association (AWWA) Specifications and their reference standards, which are made a part hereof by such reference and shall be the latest edition and revision thereof. All work shall comply with the reference standards unless specifically stated otherwise in this Specification.

- a. ASTM D5813 - Standard Specification for Cured-in-Place Thermosetting Resin Sewer Pipe
- b. ASTM F1216 - Standard Practice for Rehabilitation of Existing Pipelines and Conduits by the Inversion and Curing of a Resin-Impregnated Tube
- c. ASTM F1743 - Standard Practice for Rehabilitation of Existing Pipelines and Conduits by Pulled-In-Place Installation of Cured-In-Place Thermosetting Resin Pipe
- d. ASTM D543 - Standard and Practice for Evaluating the Resistance of Plastics to Chemical Reagents
- e. ASTM D638 - Standard Test Method for Tensile Properties of Plastics
- f. ASTM D790 - Standard Test Methods for Flexural Properties of Un-reinforced and Reinforced Plastics and Electrical Insulating Materials
- g. ASTM D792 - Standard Test Methods for Density and Specific Gravity of Plastics by displacement
- h. ASTM F2019-03 - Standard Practice for Rehabilitation of Existing Pipelines and Conduits by the Pulled in Place Installation of Glass Reinforced Plastic (GRP) Cured-In-Place Thermosetting Resin Pipe (CIPP)
- i. ASTM D2122-98(2004) - Standard Test Method for Determining Dimensions of Thermoplastic Pipe and Fittings

- j. ASTM D2990 - Standard Test Methods for Tensile, Compressive, and Flexural Creep and Creep-Rupture of Plastics

C. PERFORMANCE WORK STATEMENT (PWS)

- 1) The Contractor shall submit, to the OWNER, a Performance Work Statement (PWS) at the pre-construction meeting, which clearly defines the CIPP product delivery in conformance with the requirements of these contract documents. Unless otherwise directed by the OWNER, the PWS shall at a minimum contain the following:
- a. Clearly indicate that the CIPP will conform to the project requirements as outlined in the Description of Work and as delineated in these specifications.
 - b. Where the scope of work is specifically delineated in the contract documents, a detailed installation plan describing all preparation work, cleaning operations, pre-video inspections, by-pass pumping, maintenance of traffic, installation procedure, method of curing, lateral reinstatement, quality control, testing to be performed, final video inspection, warranties furnished and all else necessary and appropriate for a complete CIPP liner installation. A detailed installation schedule shall be prepared, submitted and conform to the requirements of this contract.
 - c. Contractor's description of the proposed CIPP lining technology, including a detailed plan for identifying all existing lateral connections and maintaining all Customer sewer service during CIPP installation.
 - d. A description of the CIPP materials to be furnished for the project. Materials shall be fully detailed in the submittals and conform to these specifications and/or shall conform to the pre-approved product submission.
 - e. The name and experience of each lead individual performing work on this Contract shall be submitted with the PWS.
 - f. Engineering design calculations, in accordance with the Appendix of ASTM F1216, for each length of liner to be installed including the thickness of each proposed CIPP. It will be acceptable for the Contractor to submit a design for the most severe line condition and apply that design to all of the line sections. These calculations shall be performed and certified by a qualified Professional Engineer. All calculations shall include data that conforms to the requirements of these specifications or has been pre-approved by the OWNER.
 - g. Proposed manufacturers technology data shall be submitted for all CIPP products and all associated technologies to be furnished.
 - h. A detailed description of the Contractor's proposed procedures for removal of roots/blockages in the pipe that may be encountered during the cleaning process.
 - i. A detailed public notification plan shall be prepared and submitted including detailed staged notification to Customers affected by the CIPP installation.

PART 2 – PRODUCTS

A. MATERIALS

1) The CIPP System must meet the chemical resistance requirements of these contract documents. All materials, shipped to the project site, shall be accompanied by test reports certifying that the material conforms to the ASTM standards listed herein. Materials shall be shipped, stored, and handled in accordance with the CIPP manufacturer's recommendations to avoid damage. Damage includes, but is not limited to, gouging, abrasion, flattening, cutting, puncturing, or ultra-violet (UV) degradation. On site storage locations, shall be approved by the OWNER. All damaged materials shall be promptly removed from the project site at the Contractor's expense and disposed of in accordance with all current applicable agency regulations.

B. FABRIC TUBE

- 1) The fabric tube shall consist of one or more layers of absorbent non-woven felt fabric, felt/fiberglass or fiberglass and meet the requirements of ASTM F1216, ASTM F1743, ASTM D5813 & ASTM F2019.
- 2) The fabric tube shall be capable of absorbing and carrying resins, constructed to withstand installation pressures and curing temperatures and have sufficient strength to bridge missing pipe segments, and stretch to fit irregular pipe sections. The Contractor shall submit certified information from the felt manufacturer on the nominal void volume in the felt fabric that will be filled with resin.
- 3) The wet-out fabric tube shall have a uniform thickness and excess resin distribution that when compressed at installation pressures will meet or exceed the design thickness after cure.
- 4) The fabric tube shall be manufactured to a size and length that when installed will tightly fit the internal circumference, meeting applicable ASTM standards or better, of the original pipe. Allowance shall be made for circumferential stretching during installation. The tube shall be properly sized to the diameter of the existing pipe and the length to be rehabilitated and be able to stretch to fit irregular pipe sections and negotiate bends. The Contractor shall determine the minimum tube length necessary to effectively span the designated run between manholes. The Contractor shall verify the lengths in the field prior to ordering and prior to impregnation of the tube with resin, to ensure that the tube will have sufficient length to extend the entire length of the run. The Contractor shall also measure the inside diameter of the existing pipe in the field prior to ordering liner so that the liner can be installed in a tight-fitted condition.
- 5) The outside and/or inside layer of the fabric tube (before inversion/pull-in, as applicable) shall be coated with an impermeable, flexible membrane that will contain the resin and facilitate, if applicable, vacuum impregnation and monitoring of the resin saturation during the resin impregnation (wet-out) procedure.
- 6) No material shall be included in the fabric tube that may cause de-lamination in the cured CIPP. No dry or unsaturated layers shall be acceptable upon visual inspection as evident by color contrast between the felt fabric and the activated resin containing a colorant.
- 7) The wall color of the interior pipe surface of CIPP after installation shall be a light reflective color so that a clear detailed examination with closed circuit television inspection equipment may be made. The hue of the color shall be dark enough to distinguish a contrast between the fully resin saturated felt fabric and dry or resin lean areas.
- 8) Seams in the fabric tube, if applicable, shall meet the requirements of ASTM D5813.

9) The outside of the fabric tube shall be marked every 5 feet with the name of the CIPP manufacturer, manufacturing lot and production footage.

10) The minimum length of the fabric tube shall be that deemed necessary by the installer to effectively span the distance from the starting manhole to the terminating manhole or access point, plus that amount required to run-in and run-out for the installation process.

11) The nominal fabric tube wall thickness shall be constructed, as a minimum, to the nearest 0.5 mm increment, rounded up from the design thickness for that section of installed CIPP. Wall thickness transitions, in 0.5 mm increments or greater as appropriate, may be fabricated into the fabric tube between installation entrance and exit access points. The quantity of resin used in the impregnation shall be sufficient to fill all of the felt voids for the nominal felt thickness.

C. RESIN

1) The resin shall be a corrosion resistant polyester or vinyl ester resin and catalyst system that when properly cured within the tube composite meets the requirements of ASTM F1216, ASTM F1743 or F2019, the physical properties herein, and those, which are to be utilized in the design of the CIPP for this project. The resin shall produce CIPP which will comply with or exceed the structural and chemical resistance requirements of this specification.

2) It is the desire of the OWNER that the CIPP liner adhere to the walls of the host pipe in as many locations as possible to reduce the likelihood of infiltration through the annular space between the host pipe and liner.

3) Therefore, **the basis of design shall be 100% epoxy resin**, or approved equal. Requests for consideration of equivalent resins other than 100% epoxy shall include a detailed comparison of the benefits & disadvantages (i.e. pros and cons) of the alternate resin system versus the basis of design 100% epoxy resin over the lifecycle of the product.

D. STRUCTURAL REQUIREMENTS

1) The physical properties and characteristics of the finished liner will vary considerably, depending on the types and mixing proportions of the materials used, and the degree of cure executed. It shall be the responsibility of the Contractor to control these variables and to provide a CIPP system which meets or exceeds the minimum properties specified herein:

- a. The CIPP shall be designed as per ASTM standards. The structural properties of the CIPP design shall assume no benefit related to bonding to the original pipe wall.
- b. The design engineer shall set the long term (50 year extrapolated) Creep Retention Factor at 33% of the initial design flexural modulus as determined by ASTM D790 test method. This value shall be used unless the Contractor submits long term test data (ASTM D2990) to substantiate a higher retention factor.
- c. The CIPP material shall, at a minimum, meet or exceed the structural properties, as listed below:
 - i. Flexural Strength (Short Term) 4,500 psi (ASTM D790)

- ii. Flexural Modulus of Elasticity (Short Term) 250,000 psi (ASTM D790) iii. Method Cured Composite Per ASTM F1216
- 2) The required structural CIPP wall thickness shall be based, as a minimum, on the physical properties of the cured composite and per the design of the Professional Engineer and in accordance with the Design Equations contained in the appendix of the ASTM standards, and the following design parameters:
- a. Design Safety Factor - 2.0 (1.5 for pipes 36" or larger)
 - b. Creep Retention Factor - 33%
 - c. Ovality - 2% or as measured by field inspection
 - d. Constrained Soil Modulus Per AASHTO LRFD Section 12 and AWWA Manual M45
 - e. Groundwater Depth - As specified or indicated on the Plans
 - f. Soil Depth (above the crown) - As specified or indicated on the Plans
 - g. Live Load - Highway, railroad or airport as applicable
 - h. Soil Load (assumed) - 120 lb/cu. Ft.
 - i. Minimum service life - 50 years
- 3) The Contractor shall submit, prior to installation of the lining materials, certification of compliance with these specifications and/or the requirements of the pre-approved CIPP system. Certified material test results shall be included that confirm that all materials conform to these specification and/or the pre-approved system. Materials not complying with these requirements will be rejected.

E. PRODUCT SUBMITTALS

- 1) The Contractor shall submit the following information:
- a. Manufacturer's certification that the materials to be used meet the referenced standards and these specifications.
 - b. License or certificate verifying Manufacturer's/Licenser's approval of the installer.
 - c. Proposed equipment and procedures for accomplishing the work.
 - d. Tube wet-out & cure method including:
 - i. A complete description of the proposed wet-out procedure for the proposed technology.
 - ii. The Manufacturer's recommended cure method for each diameter and thickness of CIPP liner to be installed. The PWS shall contain a detailed curing procedure detailing the curing medium and the method of application.
 - iii. Design calculations for wall thickness designs to be completed by an Engineer proficient in the pipe design.

PART 3 – CONSTRUCTION

A. PREPARATION AND CLEANING

- 1) Contractor shall perform pre-video inspection of the pipe to be lined. The Contractor shall provide the OWNER a copy of the video in digital format for review and approval.
- 2) The pre-video shall be after the pipe is cleaned.

- 3) The Contractor is responsible to clear the pipe of obstructions that will interfere with the installation and long-term performance of the CIPP.
 - 5) If the pre-video inspection reveals an obstruction, misalignment, broken or collapsed section or sag that was not identified as part of the original scope of work and will prohibit proper installation of the CIPP, the Contractor may be directed by the OWNER to correct the problem(s) prior to lining by utilizing open cut repair methods. The Contractor shall be compensated for this work under a Contract Bid Item.
- 6) The Contractor shall be responsible for confirming the locations of all lateral connections prior to installing and curing the CIPP.
- 7) In the event the status of a lateral connection cannot be adequately defined, the OWNER will make the final decision, prior to installation and curing of the liner, as to the status.
- 8) The Contractor may, under the direction of the OWNER, utilize any of the existing manholes in the project area as installation access points. If a road closure or detour is required due to the location of the gravity sanitary sewer, Contractor must obtain permission from the OWNER and maintenance authority of the road (e.g. City of Edgewater, County of Volusia, Florida Department of Transportation).
- 9) The Contractor shall remove all internal debris from the pipe that will interfere with the installation and the final product delivery of the CIPP as required in these specifications. Solid debris and deposits shall be removed from the system and disposed of properly by the Contractor. The Contractor shall dispose of all debris at no additional charge to the OWNER. Moving material from manhole section to manhole section shall not be allowed. As applicable, the Contractor shall either plug or install a by-pass pumping system to properly clean the pipe. Precaution shall be taken by the Contractor in the use of cleaning equipment to avoid damage to the existing pipe. The repair of any damage, caused by the cleaning equipment, shall be the responsibility of the Contractor.
- 10) The liquid portion of the any vacuumed material may be carefully decanted and returned to the OWNER's sanitary collection system at a location designated by the OWNER and only under direct supervision of OWNER's staff. Contractor shall coordinate such decanting operations subject to the availability and convenience of OWNER's staff. Contractor shall retain the solid portion, including any grease, grit, and gross solids, and any liquid in which such solids are entrained for disposal at a properly permitted facility. This allowance for decanting into OWNER's collection system requires continued good faith on the Contractor's part and may be limited or wholly rescinded at any time should OWNER observe or suspect that Contractor is not practicing due care in the adherence to these limitations.
- 11) The Contractor is responsible for construction water. The OWNER can supply the Contractor with a Temporary Construction Water Meter (with proper backflow prevention) provided an account is applied and paid for by the Contractor with the OWNER's Billing Department.

B. BY-PASS PUMPING

PART 1 – GENERAL

1.01 DESCRIPTION OF WORK

- A. The work covered by this section consists of providing all labor, equipment, material, and supplies and performing all operations required to bypass pump sewage around a manhole or sewer section in which work is to be performed. The Contractor shall be prepared to bypass pump sewage as part of his operations. The Contractor shall provide all pumps, piping and other equipment necessary to accomplish bypass pumping; perform all construction; obtain all permits; pay all costs; and perform complete restoration of all existing facilities to conditions equal or better than existed prior to construction and to the satisfaction of the Engineer. All costs to accomplish bypass pumping, at the required volume, and all associated work including restoration, shall be considered incidental to the work and no additional compensation will be allowed.

1.02 GENERAL

- A. When the depth of flow in the sewer line being televised or repaired is above the maximum allowable for the proposed work, then the Contractor shall reduce the flow to the level shown below by manual operation of pump stations, plugging or blocking of the flow or by pumping and bypassing of the flow as acceptable to the Engineer. For manual operation of pump stations, the Contractor shall coordinate such operations with the appropriate City personnel. Plugging or blocking of the flow shall only be allowed when the Contractor can demonstrate that the upstream gravity collection system can accommodate the surcharging without any adverse impact.
- B. The depth of flow in the sewer line being televised or repaired shall not exceed that shown for the respective pipe sizes and for the operations indicated.
- C. Initial Television Inspection. For the initial television inspection, the sewer line shall be blocked completely. No flow, except infiltration, will be allowed through the sewer line.
- D. Television Inspection Before and After Lining Installation. For the television inspection before and after lining installation the sewer line shall be blocked completely. No flow, except infiltration before lining, will be allowed through the sewer line.
- E. Other Television Inspection, including Warranty.

| Pipe Size | Maximum Depth of Flow |
|----------------|-----------------------------------|
| 6" – 10" Pipe | 20 Percent (20%) of Pipe Diameter |
| 12" – 24" Pipe | 25 Percent (25%) of Pipe Diameter |
| Above 24" Pipe | 30 Percent (30%) of Pipe Diameter |

F. Television Inspection After Joint Testing/Sealing. For the television inspection after joint testing/sealing the sewer line shall be blocked completely. No flow will be allowed through the sewer line.

G. Joint Testing/Sealing

| Pipe Size | Maximum Depth of Flow |
|----------------|-----------------------------------|
| 6" – 10" Pipe | 20 Percent (20%) of Pipe Diameter |
| 12" – 24" Pipe | 30 Percent (30%) of Pipe Diameter |
| Above 24" Pipe | 35 Percent (35%) of Pipe Diameter |

H. Pipe Lining Installation. For the pipe lining installation, the sewer line shall be blocked completely. No flow, except infiltration, will be allowed through the sewer line.

I. Manhole Repairs. For manhole repairs, the flow through the manhole shall be controlled or blocked completely, as required, to properly complete the repairs as specified.

1.03 SUBMITTALS

The Contractor shall submit a written plan describing his means and methods for flow control and bypass pumping to the Engineer for review.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION

3.01 PLUGGING AND BLOCKING

A. A sewer line plug shall be inserted into the line upstream of the section being televised or repaired. The plug shall be so designed that all or any portion of the upstream flow can be released. During the television inspections and repair operations the flow through the line

being worked shall be reduced to within the maximum limits stated above. After the work has been completed, the flow shall be restored to normal.

3.02 PUMPING AND BYPASSING

- A. When pumping and bypass pumping is required, as determined by the Engineer, the Contractor shall supply all necessary pumps, conduits, and other equipment to divert the flow around manhole section in which work is to be performed. The bypass system shall be of sufficient capacity to handle existing flow plus additional flow that may occur during rainstorm events. The Contractor will be responsible for furnishing the necessary labor and supervision to set up and operate the pumping and bypassing system. Pumps and equipment shall be continuously monitored by the Contractor during the periods that pumping and bypassing are required. If pumping is required on a 24-hour basis, engine shall be equipped in a manner to keep noise to a minimum.

3.03 FLOW CONTROL PRECAUTIONS

- A. When flow in a sewer line is plugged, blocked or bypassed by the Contractor, he shall take sufficient precautions to protect the public health and to protect the sewer lines from damage that might result from sewer surcharging. Further, the Contractor shall take precautions to insure that sewer flow control operations do not cause flooding or damage to public or private property being served by the sewers involved and he shall be responsible for any damage resulting from his flow control operations.
- B. When flow in a sewer line is plugged or blocked by the Contractor, he shall monitor the conditions upstream of the plug and shall be prepared to immediately start bypass pumping, if needed. Any liquid or solid matter which is bypass pumped from the sewer collection system shall be discharged to another sewer manhole or appropriate vehicle or container only. No such liquid or solid matter shall be allowed to be discharged, stored, or deposited on the ground, swale, road, stormwater drainage system or open environment. The Contractor shall protect all pumps, conduit and other equipment used for bypass pumping from traffic.
- C. Should the liquid or solid matter from the sewer collection system be spilled, discharged, leaked, or otherwise deposited to the open environment as a result of the Contractor's flow control operations, he shall be responsible for all cleanup and disinfection of the affected

area and all costs associated with same. The Contractor shall also be responsible for notifying the sewer system operating personnel and appropriate regulatory agencies and performing all required cleanup operations at no additional cost to the Owner.

C. INSTALLATION OF LINER

- 1) Neither the CIPP system, nor its installation, shall cause adverse effects to any of the OWNER's processes or facilities. The use of the product shall not result in the formation or production of any detrimental compounds or by-products at the wastewater treatment plant. The Contractor shall notify the OWNER and identify any by-products produced as a result of the installation operations, test and monitor the levels, and comply with any and all local waste discharge requirements.
- 2) The CIPP liner shall be installed and fully cured prior to installation of a Manhole Liner.
- 3) The Contractor shall clean-up, restore existing surface conditions and structures, and repair any of the CIPP system determined to be defective. The Contractor shall conduct installation operations and schedule clean-up in a manner to cause the least possible obstruction and inconvenience to Customers, traffic, pedestrians, businesses, etc.
- 4) The CIPP liner shall be installed and cured in the host pipe in accordance with the CIPP manufacturer's recommendations as described and submitted in the PWS.
- 5) The CIPP liner shall be constructed of materials and methods, that when installed, shall provide a continuous, jointless and structurally sound liner from manhole to manhole able to withstand all imposed static and/or dynamic loads, and free of all defects that will affect the long term life and operation of the pipe.
- 6) CIPP installation shall be in accordance with the applicable ASTM standards with the following modification:
 - a. The wet-out tube shall be positioned in the pipe using the method specified by the manufacturer. Care should be exercised not to damage the tube as a result of installation. The tube should be pulled-in or inverted through an existing manhole or approved access point and fully extend to the next designated manhole or termination point.
- 7) Prior to installation, and in accordance with the CIPP manufacturer's recommendations, remote temperature gauges or sensors shall be placed inside the host pipe to monitor the temperatures during the cure cycle. Liner and/or host pipe interface temperature shall be monitored and logged during curing of the liner.
- 8) Curing shall be accomplished by utilizing the appropriate medium in accordance with the CIPP manufacturer's recommended cure schedule. The curing source or in and output temperatures shall be monitored and logged during the cure cycles. The CIPP manufacturer's recommended cure schedule shall be used for each line segment installed, and the liner wall thickness and the existing ground conditions with regard to temperature, moisture level, and thermal conductivity of soil, per ASTM as applicable, shall be taken into account by the Contractor.
- 9) The CIPP liner shall not be installed through a manhole. Each liner shall begin and end at a manhole.

D. COOL DOWN

- 1) The Contractor shall cool the liner in accordance with the CIPP manufacturer's recommendations as described and outlined in the PWS.
- 2) Temperatures and curing data shall be monitored and recorded, by the Contractor, throughout the installation process to ensure that each phase of the process is achieved as approved in accordance with the CIPP manufacturer's recommendations.

E. FINISH

- 1) The installed CIPP shall be continuous over the entire length of a pipe section and be free from visual defects such as foreign inclusions, dry spots, pinholes, major wrinkles and delamination. The lining shall be impervious and free of any leakage from the pipe to the surrounding ground or from the ground to inside the lined pipe.
- 2) Any defect, which will or could affect the structural integrity or strength of the linings, shall be repaired at the Contractor's expense, in accordance with the procedures submitted under Part 3, G. CIPP Repair/Replacement.
- 3) The beginning and end of the CIPP shall be sealed to the existing host pipe. The sealing material shall be compatible with the pipe end and shall provide a watertight seal.
- 4) The connection at the host pipe interface with all service laterals shall be sealed to provide a water tight seal. The sealing material shall be compatible with the pipe end and shall provide a watertight seal.
 - 3) If the wall of the CIPP leaks, it shall be repaired or removed and replaced with a watertight liner in accordance with the CIPP manufacturer's recommendations.

F. MANHOLE AND LATERAL CONNECTIONS

- 1) A seal, consisting of a resin mixture or hydrophilic seal compatible with the installed CIPP shall be applied at manhole walls and at all lateral connections in accordance with the CIPP manufacturer's recommendations.
- 2) The maximum a lateral can be plugged is 8 hours. Lateral connections may not remain plugged overnight.
- 3) Laterals shall be internally reinstated unless indicated otherwise in the contract documents.
- 4) Lateral reinstatement shall be made after the CIPP has been installed, fully cured, and cooled down. It is the Contractor's responsibility to make sure that all lateral connections are reinstated.
- 5) All existing and confirmed lateral connections shall be internally reinstated/re-opened to their original shape and capacity (minimum 95%) using a CCTV camera and remote cutting tool. Lateral connections shall not be cut more than 100% of the original shape or capacity.
- 6) In the event that lateral reinstatements result in openings that are greater than 100% of the original opening, the Contractor shall install a CIPP type repair, sufficiently in size, to repair the over-cut lateral opening, at no additional charge to the OWNER.

- 7) The edges of the opening shall not have pipe fragments or liner fragments, which may obstruct flow or snag debris. All over-cut lateral connections will be properly repaired to meet the requirements of these specifications.
- 8) Pipe coupons resulting from lateral reinstatements shall be collected at the downstream manhole prior to leaving the site. At no time shall coupons be left in the gravity sanitary sewer system.

G. CIPP REPAIR/REPLACEMENT

- 1) Occasionally installation will result in the need to repair or replace a defective CIPP. The Contractor shall outline specific repair or replacement procedures for potential defects that may occur in the installed CIPP. Repair/replacement procedures shall be accordance with the CIPP manufacturer's recommendations and shall be submitted as part of the PWS.
- 2) Defects in the installed CIPP that will not affect the operation and long term life of the product shall be identified and defined.
- 3) Repairable defects that may occur in the installed CIPP shall be specifically defined by the Contractor based on manufacturer's recommendations, including a detailed step-by-step repair procedure, resulting in a finished product meeting the requirements of these contract specifications.
- 4) Un-repairable defects that may occur to the CIPP shall be clearly defined by the Contractor based on the manufacturer's recommendations, including a recommended procedure for the removal and replacement of the CIPP.

PART 4 – FINAL COMPLETION

A. TESTING

- 1) The Contractor shall have an independent testing lab analyze finished liner regarding the ASTM standards for Tensile Properties, Flexural Modulus, Chemical Resistance and wall thickness (or as specified by the OWNER). Samples shall be taken from manhole cutoffs and lateral coupons.
- 2) A minimum of 1 sample shall be taken of the first segment installed at each location specified in the Contract Bid Documents.
- 3) A minimum of 2 samples shall be taken for each 2,500 linear feet of liner installed or for each manufacturing lot.
- 4) The laboratory results shall identify the test sample location as referenced to the nearest manhole and station.
- 5) If properties tested do not meet minimum requirements, the liner shall be repaired or replaced by the Contractor, at no cost to the OWNER.
- 6) The installed liner thickness shall be measured for each line section installed. If the liner thickness does not meet these specifications then the liner shall be repaired or removed by the Contractor at no cost to the OWNER. The liner thickness shall have tolerance of minus 5% plus 50%. The Contractor may use industry proven, non-destructive methods for confirming the thickness of the installed liner.

- 7) The Contractor shall furnish removable sizing sleeves, when possible, to collect liner samples, which accurately replicate the hose pipe diameter.
- 8) All liner testing and repairs to the installed CIPP shall be completed before Final Completion and Final Payment to the Contractor.

B. INSPECTIONS

- 1) Contractor shall perform a post-video inspection of the lined pipe. The Contractor shall provide the OWNER a copy of the video in digital format for review and approval.
- 2) Immediately prior to conducting the post-video, the Contractor shall thoroughly clean the newly installed liner removing all debris and buildup that may have accumulated.
- 3) The post-video shall be after the installation of the CIPP and all laterals are reinstated.
- 4) The post-video will visual inspect the finished liner as follows:
 - a. Shall be continuous over the entire length of the installation and shall be free of significant visual defects, damage, deflection, holes, leaks and other defects.
 - a. Shall maintain the overall hydraulic capacity of the original pipe diameter. In those cases where full capacity cannot be achieved after liner installation, the Contractor shall submit a request to waive this requirement, together with the reasons for the waiver request. Calculated capacities may be derived using a commonly accepted roughness coefficient for the existing pipe material taking into consideration its age and condition.
- 2) The post-video shall be submitted to the OWNER within ten (10) working days of the liner installation. The data shall note the inspection date, location of all reconnected side sewers, debris, as well as any other defects in the liner, including, but not limited to, gouges, cracks, bumps, or bulges.
- 3) If post installation inspection documentation is not submitted within Ten (10) working days of the liner installation, the OWNER may at its discretion suspend any further installation of CIPP until the post-installation documentation is submitted. As a result of this suspension, no additional working days will be added to the contract, nor will any adjustment be made for increase in cost.
- 4) Bypass pumping or plugging from the upstream manhole shall be utilized to minimize sewer from entering the pipe during the post-video inspection. In the case of bellies in the line, the pipe shall be cleared of any standing water to provide continuous visibility during the inspection.
- 5) Where leakage is observed through the wall of the pipe, the Contractor shall institute additional testing including but not limited to air testing, localized testing and any other testing that will verify the leak-proof integrity of the installed liner to the satisfaction of the OWNER.

C. AS-BUILTS

- 1) As-Built drawings/reports and pre & post inspection videos shall be submitted to the OWNER for review and approval for Final Completion contract date. As-Built

drawings will include the identification of the work completed by the Contractor and shall be prepared on one set of Contract Drawings provide to the Contractor at the onset of the project.

- 2) As-Built drawings shall be kept on the project site at all times, shall include all necessary information as outlined in the PWS or as agreed to by the OWNER and the Contractor at the start of the Contract and shall be updated as the work is being completed, and shall be clearly legible.

D. WARRANTY

- 1) The Contractor shall provide necessary warranty and documentation of required experience per the Contract Bid Submittal Requirements and as specified herein.
- 2) The CIPP manufacturer shall warrant the liner to be free from defects in raw materials for a minimum of one (1) year, or as specified in the Contract Bid Submittal Requirements, from the date of installation and Final Completion by the OWNER.
- 3) The Contractor shall warrant the CIPP installation for a minimum of one (1) year, or as specified in the Contract Bid Submittal Requirements, from the date of installation and Final Completion by the OWNER.
- 4) During the CIPP manufacturer and Contractor warranty period, any defect found that may materially affect the integrity, strength, function and/or operation of the pipe shall be repaired at the Contractor's expense in accordance with procedures included in Part 3, G. CIPP Repair/Replacement at no cost to the OWNER.
- 5) The OWNER may inspect all or portions of the lined pipe during the warranty period and if found that any of the liners have developed abnormalities since the time of Final Completion, the abnormalities shall be repaired and/or replaced as defined in Part 3, G.
CIPP Repair/Replacement at no cost to the OWNER.

END OF SECTION



STAFF REPORT

CITY OF GREEN COVE SPRINGS, FLORIDA

TO: City Council Regular Session **MEETING DATE:** March 12, 2024
FROM: Mike Null, Asst. City Manager
SUBJECT: City Council authorization to submit a Florida Boating Improvement Program (FBIP) grant application to the FWC to fund completion of the City Pier extension and approval of Resolution R-06-2024, authorizing the City Manager to sign and submit same. *Mike Null*

BACKGROUND

In 2020, the City constructed the first phase of the City Pier extension with funding received in a Legislative Line Item (LLI) appropriation. Unfortunately, that funding was not sufficient to complete the project. Recently, the City constructed two additional mooring dolphins to facilitate mooring of large ships, which was partially funded by Clay County Tourism.

There is one more year left on the permitting for the pier extension. The current CIP includes \$500,000 in funding proposed in the FY 24-25 budget year. The budget for the remaining work to extend the City Pier is estimated at \$1,373,000. This grant request in this application is for \$873,000, to be matched with \$500,000 in general fund capital revenue. Attached for reference is a draft of the application, which is due March 20, 2024.

FISCAL IMPACT

Potential \$873,000 grant with a \$500,000 city match.

RECOMMENDATION

Authorize staff to submit a Florida Boating Improvement Program (FBIP) grant application to the FWC to fund completion of the City Pier extension and approve Resolution R-06-2024, authorizing the City Manager to sign and submit same.



Florida Boating Improvement Program Grant Application

| FOR OFFICE USE ONLY | |
|-----------------------------------|-----------------------|
| Grant Application Number : | Date Received: |

Fill in all sections that apply – Put N/A for all sections that do not apply

| I – APPLICANT INFORMATION | | | |
|--|---------------------------------|--|---------------------------------------|
| Applicant Organization Name: CITY OF GREEN COVE SPRINGS | | | DUNS #: 073219297 |
| Federal Employer Id. No.: 59-6000328 | State Senate District: 6 | State House District: 20 | U.S. Congressional District: 4 |
| Signature Authority Name: CONSTANCE BUTLER | | Signature Authority Title: MAYOR | |
| Project Manager Name: MIKE NULL | | Project Manager Title: ASSISTANT CITY MANAGER | |
| Mailing Address: 321 WALNUT ST | City: GREEN COVE SPRINGS | Zip Code: 32043 | |
| Shipping Address: 321 WALNUT ST | City: GREEN COVE SPRINGS | Zip Code: 32043 | |
| Telephone: 904-284-8118 | Fax: | Email: mnull@greencovesprings.com | |

| II – PROJECT SUMMARY | |
|---|---|
| Project Title: GREEN COVE SPRINGS PIER EXTENSION--PHASE II | |
| Type of Application: <input checked="" type="checkbox"/> New (never considered before) <input type="checkbox"/> Reconsideration <input type="checkbox"/> Phased Continuation–Phase No.: | |
| Type of Request: <input type="checkbox"/> FCO Design/Engineering/Permitting <input type="checkbox"/> FCO Construction <input type="checkbox"/> Non-FCO Project | |
| Project Category: <input checked="" type="checkbox"/> Boat Access Facilities <input type="checkbox"/> Recreational Channel Markings/Uniform Waterway Markers (Select only one) <input type="checkbox"/> Boater Education <input type="checkbox"/> Other Boating Related Activities <input type="checkbox"/> Derelict Vessels | |
| Project Cost: | Total Project Cost: \$ 1373000 FBIP Amount Requested: \$ 873000 |
| Project Summary: | |
| <p><small>This project will complete the construction of the previously designed and permitted Pier extension, wave attenuator construction, and floating dock improvements that began in 2020.</small></p> <p><small>In 2020, the City of Green Cove Springs (GCS) designed, permitted, and began construction on an extension/improvement of their existing Pier. The improvements included replacing damaged or destroyed floating dock fingers, a wave attenuation system, and an extension to the Pier deck and railing. The construction was partially completed with the aid of a Legislative Line-Item Appropriation previously attained in 2020. Between 2020 and 2021, the city of GCS successfully replaced some of the floating dock and built 140 feet of the designed 200-foot wave attenuator but did not construct the Pier deck and railing extension due to limited funds. This grant will assist with the construction of the remainder of the project which will double the boat access capacity, and greatly improve the protect the facilities from further damage.</small></p> <p><small>Original Pier construction: 1980s Original Pier extension: 1999 Current Pier extension: began 2020 Finished Pier extension: pending</small></p> | |

III – PROJECT INFORMATION

Project Type: Boat Access New Construction (New Facility) Boat Access New Construction (Existing Facility)
 Boat Access Engineering/Permitting (no construction) Boat Access Renovation/Replacement
 New Channel Markers New Regulatory Markers
 New Information Markers Replace/Repair Channel Markers
 Replace/Repair Regulatory Markers Replace/Repair Information Markers
 Derelict Vessel Kiosks /Signs
 Educational Program Portable Exhibits (trade show exhibit)
 Printed Materials (boater guides, brochures)

Current Facility Description: Boat Ramp/Public Launching Facility Marina/Tie-up/Overnight Moorage Facility
 Primitive Other:

Facility Location: County: **Clay** Water body: **St. Johns River**
Latitude: N 29 deg. 59 min. 40.74 sec. Longitude: W 81 deg. 40 min. 28.848 sec.
Facility Street Address or Location:

Upland Ownership: Public - Fee Simple Public – Lease
Number of Years Remaining in Lease: Name of Owner:

Is this facility open to the general public? Yes No

Estimate percent (%) use of launching facility: **90** % Motorboats/Sailboats **10** % Non-Motorboats

Current day use, parking or launch fee amount: \$ Tie-up/Overnight Moorage fee: \$ **25**

How frequently are facilities inspected or maintained? **Weekly**
Who does the inspections and maintenance? **City Staff**

To capture boating access opportunities in the area, please provide names of comparable boating facilities (ramps, tie-up facilities/marinas) within a 10-mile radius of the proposed facility.

| Name | Distance | Name | Distance |
|--------------------------------------|---------------|-------------------------------|---------------|
| 1. <u>Governors Creek Marina</u> | <u>1.4 mi</u> | 2. <u>Knight's Marina</u> | <u>3.7 mi</u> |
| 3. <u>Shands Bridge Boat Docking</u> | <u>2.7 mi</u> | 4. <u>Lakeshore Boat Ramp</u> | <u>9.4 mi</u> |
| 5. _____ | _____ | 6. _____ | _____ |
| 7. _____ | _____ | 8. _____ | _____ |
| 9. _____ | _____ | 10. _____ | _____ |

IV - FACILITY COMPONENTS AND USE – EXISTING CONDITIONS

Number of Launch Lanes: n/a

Type of Ramp: Asphalt Concrete Other
 Condition: Poor Average Good

Number of Boarding Docks: 1 Length: 60.0(Ft.

Type of Dock: Fixed Wood Fixed Concrete Aluminum Floating Other
 Condition: Good Average Poor

Moorage or Tie-up Dock: Ft or 9 Slip

Type of Dock: Fixed Wood Fixed Concrete Aluminum Floating Other
 Condition: Good Average Poor

Number of Boat Trailer Parking Spaces: 0

Number of ADA Boat Trailer Parking Spaces: 0

Type of Parking: Asphalt Concrete Grass Other
 Condition: Good Average Poor

Other Facility Attributes:

Restroom: Yes No Pump-out Station: Yes No
 Showers: Yes No Garbage Cans/Dumpster: Yes No
 Laundry Facilities: Yes No Hoist Launching System: Yes No
 Shelters at Launch Sites: Yes No Wave attenuation /Breakwater: Yes No
 Other:

V - PROJECT ENGINEERING AND CONSTRUCTION

Who is or will be completing project design/engineering?

Applicant's Own Staff
 Consulting Engineers
 N/A (Materials or Equipment Purchase)
 Other:

Level of engineering completed at time of application:

None
 Conceptual (Master Plan Phase)
 Preliminary
 Final (Ready to Bid)

VI - PERMITS

| | Submitted | Approved | N/A |
|---|--------------------------|-------------------------------------|-------------------------------------|
| U.S. Army Corps of Engineers | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Florida Department of Environmental Protection | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| FWC (Projects involving mooring buoys must be permitted pursuant to Chapter 68D-23, F.A.C.) | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| Local and Others (If needed) | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

VII – PROJECT SCOPE

Need Statement: The Applicant must explain why the project is necessary, timely, and how it fulfills a need. Describe why existing facilities are insufficient to meet demand.

The City of Green Cove Springs lies on the Western shore of the widest point along the St Johns River approximately 20 miles South of Jacksonville. A public pier with floating docks has become a popular destination for anglers, tourists, residents, boaters, and cruise ships for decades. Itinerant vessels are always found tied up as their owners enjoy nearby park, pool, restaurants, and other attractions. More recently, large vessels including the American Star cruise ships make continual use of this facility. The American Star currently visits this Pier 14 times each year, allowing 90 passengers each visit access to the facility. These guests come from all over the country, beginning their cruise in Jacksonville* Many other boaters from Clay and neighboring counties use the pier and floating docks regularly throughout the year with many boaters being turned away during special events and periods of high demand.

Due to the width of the river and the wave fetch that commonly arises at this location, the floating docks have been damaged, some having to be removed. The City set aside funds to replace the missing and damaged floating docks, add a larger floating dock for large vessel access, and add a wave attenuator to protect them from further damage. Due to the low design of the existing concrete pier, it became apparent that extending the pier and equipping the extension with wave attenuators was the best approach, as the deck itself provides significant protection from wave action during the common periods of storm surge.

However, the \$600,000.00 budget for the improvements did not cover the full cost of the improvements. To address the immediate issue, the project was permitted under the full design, but only a portion of the design was constructed. One floating dock finger was replaced and fourteen of the designed sixteen bents (pile and beam assemblies) were constructed to support a wave attenuator. Four large vessel dolphins were also installed to support large vessel access, one of which was funded by public support from Clay Tourism.

The pier deck was not constructed, but the bents were designed and constructed so that the deck could be installed with minimal revision cost. The wave attenuator provided dramatic relief from much of the experienced turbulence, but the rest of the pier extension, attenuator, deck and railing, and large vessel floating dock are still needed to keep up with facility demand and fully protect the expanded floating dock.

* While the County has a population over 100,000, and has fewer than 35,000 registered vessels, Clay County is defined by NOAA as a Coastal Shoreline County (see <https://coast.noaa.gov/data/digitalcoast/pdf/defining-coastal-counties.pdf>) and has "a high level of boating-related activities from individuals residing in other counties" per the FBIP Bonus Criteria. The cruise ship and out-of-County boaters who regularly use the facility constitute thousands of users throughout the year. Each time the cruise ship berths, approximately 90 guests disembark here and tour the Pier, park, and City. As such, a priority consideration could reasonably be established for this project. See Attachment J for Cruise Ship schedule.

Project Purpose: The Applicant must succinctly summarize the ultimate purpose for the proposed project and link the purpose to the demonstrated need. Be specific and focus on the benefits to the boater and boating access.

The additional floating docks will keep up with the high and increasing demand for boater access to the pier and City of Green Cove Springs. Extending the pier deck and wave attenuator will help protect the existing and additional floating dock from the regular wave action that has historically damaged the floating docks. The enhanced cruise ship access will ensure uninterrupted access for both the docked cruise ship and other boaters who will finally be able to use the facility concurrently.

VII – PROJECT SCOPE

Expected Results or Benefits: The Applicant must describe how the structures, service, or other activities will address the need(s) and benefits for boating access. Describe how the project increases boating access, safety or education.

An additional 250 LF of floating dock will be put into service which will facilitate docking capacity for at least 10 small craft vessels, more than doubling the current capacity of nine. The extended pier deck and wave attenuator will dramatically improve the protection from wave action during inclement weather, enhancing the safety of docked vessels and the floating docks themselves. The improved large vessel access will enhance cruise ship access and safety to the touring public.

The extended fixed pier, wave attenuator, and floating dock increases and protects boat access. Associated amenities are available for recreational boat users such as shore-side accommodations for visiting boaters include picnic areas, manatee observation area as allowed per the Manatee protection plan in the project design, City accommodations, and significant historical and natural destination points.

The fully constructed pier and boat access will facilitate an increased number of cruises per year which will contribute to the enrichment of GCS's economic development making it a highly anticipated destination of Northeast Florida. With the ever-increasing demand of use of the pier from both residents and visitors, GCS has resumed contracting with site plan designers, collection of necessary permits and is actively seeking the sufficient funding all to complete the pier in its entirety. Of the cities bordering the Saint Johns River, GCS is one of the very few which serves both boaters (day use of visitors and transient use overnight) and cruise ships. For that reason, the dedicated pier and boat access site is invaluable to the city of Green Cove Springs.

Constructing the remainder of the pier will allow the City of Green Cove Springs to qualify for membership to the States Organization for Boating Access (SOBA). With this membership, residents will have the opportunity to gain an education on the development and maintenance of recreational boating facilities. In addition to the anticipated resources provided by SOBA, the City of Green Cove Springs will implement various systems to protect, preserve and maintain the pier and boat accesses. For example, pilings and wales may be used to avoid major impact to vessels, installation techniques specifically foundation stabilizers can be applied to the potential of shifting foundations and more.

Project Goals & Timeline: The Applicant must clearly describe the project goal(s) and proposed timeline to reach the desired outcome of the project.

Goals:

The City of Green Cove Springs will complete the construction of the engineered and permitted Pier improvements to increase boater access with additional floating dock facilities and to protect the boat slip facilities with additional wave attenuator and pier deck, thus ensuring the continued life and use of the facility.

Timeline:

July 2024: Notification of grant selection and Agreement drafting.

July 2024 – Sept 2024: Bid Documents prepared, Existing Permits renewed/extended.

Oct 2024: Grant Agreement executed. Begin reporting on the receipt, obligation, and expenditure of Grant fund outlays.

Oct 2024: Project construction Request for Bids advertised.

Nov 2024: Project awarded, materials ordered, regulatory agencies notified.

Dec 2024 - Jan 2025: Project construction commences depending on material availability.

Dec 2024 - May 2025: Project construction continues, inclement weather permitting.

May 2025: Project construction substantially complete, regulatory agencies initiate inspection.

June 2025: Project certified complete. Finalize Grant reporting.

VII – PROJECT SCOPE

Approach and Tasks: Using the preferred format outlined in the example below, the Applicant should describe the approach, tasks and activities used to meet the project goal(s). Applicant should describe how each task will be completed, by whom and the anticipated completion date. The goal(s) should be specific, measurable, and those which can be accomplished within the project time frame.

EXAMPLE:

GOAL: *Anywhere County will utilize the approved design, engineering plans and permits to procure contracted services to construct and install a new one-lane boat ramp with a concrete approach.*

Tasks:

- *Prepare construction plans, details, sections, and specifications necessary for bidding: Complete by 01/2020*
- *Advertise the construction project documents to interested bidders: Complete by 02/2020*
- *Review bids and make recommendation of award to the County: Complete by 04/2020*
- *Dredge 400 cubic yards from the end of the boat ramp to the creek: Complete by 05/2020*
- *Demolish the existing boat ramp: Complete by 07/2020*
- *Install a 15-feet by 40-feet concrete boat ramp: Complete by 08/2020*
- *Install a 70 square foot concrete approach slab at the head of the boat ramp: Complete by 08/2020*
- *Install 5-feet by 11-feet aluminum compliant ramp connected to the existing floating dock that is adjacent to the boat ramp: Complete by 09/2020*

GOAL:

The City of Green Cove Springs will complete construction of the previously designed and permitted Pier extension, wave attenuator extension, and installation of additional floating docks.

Tasks:

- Secure funding from FBIP to assist in funding the remainder of the project: Complete by 07/2024.
- Renew/extend previously issued permits from FDEP, ACOE, and SJRWMD for the existing project to be continued: Complete by 9/2024.
- Revise project plans to limit construction to remaining unfinished portion of previous design: Complete by 9/2024.
- Advertise for construction and inspection bids: Complete by 10/2024.
- Review bids and recommend award of construction contract/ City to approve: Complete by 11/2024.
- Notify regulatory agencies of pending construction commencement: Complete by 11/2024.
- Contractor construction commences to substantial completion:
 - o Install three Pier pile assemblies (bents) and 60 LF wave attenuator: Complete by 1/2025.
 - o Install floating dock guide piles: Complete by 1/2025.
 - o Install 200 LF Pier deck: Complete by 3/2025.
 - o Install railing, floating docks, and ramp: Complete by 5/2025.
- Inspectors, City, and Regulatory agencies review substantially complete construction: Complete by 5/2025.
- Final punch list is completed and project is certified complete: Complete by 6/2025.
- Complete reporting on Grant funding expenditures and provide to FWC: Complete by 7/2025.

VIII – BUDGET

Item #8.

| Budget Category | FBIP Request | Cost Share | Total (FBIP + Cost Share) |
|--------------------------------------|------------------|------------------|---------------------------|
| Administration (Project Management) | \$ | \$ | \$ |
| Contracted Services | \$ | \$ | \$ |
| Permitting & Project Inspection Fees | \$ | \$ | \$ |
| Site Preparation | \$53,000 | \$30,000 | \$83,000 |
| Demolition and Removal | \$7,000 | \$3,000 | \$10,000 |
| Construction | \$755,000 | \$435,000 | \$1,190,000 |
| Equipment (Rental or In-Kind Use) | \$ | \$ | \$ |
| Contingency Costs | \$48,000 | \$27,000 | \$75,000 |
| Other Costs | \$10,000 | \$5,000 | \$15,000 |
| Pre-Award Costs | \$ | \$ | \$ |
| TOTAL BUDGET: | \$873,000 | \$500,000 | \$1,373,000 |

Cost Share Breakout

| | |
|--|---------------|
| Grantee/Applicant Share: Non-cash/in-kind and cash funds | \$ 500,000.00 |
| Partnerships (Other sources of funds): Public and private partners | \$ |
| FBIP Grant Request: | \$ 873000 |

Partnership Details

Funding Source/Agency: no other fund sources have been obtained. See City Capital Improvement Plan in Attachment E

Type of Funding (Federal grant; State grant; Federal loan; State loan):

Grant Name:

Amount Awarded/Applied: \$

Approval Status (Approved, Pending, Date Intend to Apply):

Funding Source/Agency:

Type of Funding (Federal grant; State grant; Federal loan; State loan):

Grant Name:

Amount Awarded/Applied: \$

Approval Status (Approved, Pending, Date Intend to Apply):

IX – BUDGET NARRATIVE

Cost Estimate: The Applicant is required to provide a schedule of values in the form of a formal bid, written quote from proposed vendor, or an engineer's cost estimate, or in the alternative, may provide a detailed explanation of how the budget was developed. Please attach to this application.

Budget Narrative: Responding to the budget narrative questions below, the Applicant is required to provide more budget detail on how they estimated the budget in narrative form. If any of the questions are not applicable, put N/A.

Budget Category Cost Justification: The Applicant must explain all requested budget items/costs listed in the proposed project budget completed in this application. Demonstrate a clear connection between costs and the proposed project activities by providing a brief description of activities, including the estimated number of billable units and rate(s), for each budget category.

Administration: Not Applicable

Contracted Services: Not Applicable

Permitting & Project Inspection Fees: Not Applicable

Site Work: See Attachment E for details

Demolition & Removal: See Attachment E for details

Construction: See Attachment E for details

Equipment: Not Applicable

Contingency Costs: See Attachment E for details

Other Costs: See Attachment E for details

Pre-Award Costs: Pre-award costs occur prior to the Application being submitted. The Applicant may submit for reimbursement of the costs of design and engineering costs (site surveys, working drawings, construction plans, cost estimates, technical feasibility studies, etc.) and costs for tests, surveys, and application preparation required for permitting as part of the grant Application. In order to be granted pre-award costs, the Applicant must provide an explanation as to why it was necessary to incur these costs prior to the grant Application submission.

The design, permitting, and construction of the previous portion of the pier and dock design was funded with the City Legislative Line-item Appropriation. The City will not seek reimbursement for these costs.

Proration (if applicable): The Applicant must prorate costs for facilities that will benefit non-boating users sharing landside facilities such as restrooms, etc.

n/a

After Project Completion User Fees (if applicable): Describe the amount and frequency of proposed fees that will be charged to boaters for the use of the funded infrastructure after construction is complete and the Agreement ends or has been terminated. Fees charged must be comparable to those charged regionally. The collected fees must be used for operation and maintenance of the funded infrastructure for its useable life.

Overnight boat slip rental fee = \$25.00/night

Table of Contents

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- II. Attachments **USE TABBED DIVIDERS**
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 - Attachment B: Site Control Documentation
 - Property Card _____ pages __-__
 - State Submerged Land Lease (SLL) _____ pages __-__
 - Attachment C: Boundary Map _____ pages __-__
 - Attachment D: Existing Condition Photos _____ pages __-__
 - Attachment E: Detailed Cost Estimate
 - Detailed Cost Estimate
 - Capital Improvement Plan (CIP) _____ pages __-__
 - Attachment F: Navigational Chart _____ pages __-__
 - Attachment G: Permits and Tolling Agreement _____ pages __-__
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 - Attachment I: Support Letters _____ pages __-__
 - Attachment J: Additional Information
 - Cruise Ship Schedule 2024 _____ pages __-__

RESOLUTION NO. R-06-2024

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GREEN COVE SPRINGS, FLORIDA AUTHORIZING THE CITY MANAGER TO SUBMIT AND MANAGE AN APPLICATION FOR THE FLORIDA BOATING IMPROVEMENT PROGRAM (FBIP).

WHEREAS, the State of Florida has established the Florida Boating Improvement Program (FBIP) to provide grants to local governments for boating access; and

WHEREAS, the City of Green Cove Springs City Council is eligible to receive a grant award under this program; and

WHEREAS, the City of Green Cove Springs City Council wishes to improve boating access at the City Pier.

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

SECTION 1. The City Council of the City of Green Cove Springs hereby authorizes the City Manager to submit and manage the application and grant for the Florida Boating Improvement Program (FBIP) to be used for constructing improvements to boating access at the City Pier.

DONE AND RESOLVED BY THE CITY COUNCIL OF THE CITY OF GREEN COVE SPRINGS, FLORIDA, IN REGULAR SESSION THIS 12TH DAY OF MARCH, 2024.

CITY OF GREEN COVE SPRINGS, FLORIDA

Constance W. Butler, Mayor

ATTEST:

Erin West, City Clerk

APPROVED AS TO FORM:

L. J. Arnold, III, City Attorney



STAFF REPORT

CITY OF GREEN COVE SPRINGS, FLORIDA

TO: City Council Regular Session **MEETING DATE:** March 12, 2024
FROM: Scott Schultz, Asst. Water Utilities Director
SUBJECT: City Council approval of funding in the amount of \$99,200.00 to RCM Utilities for a total rehabilitation of Lift Station # 326, Winn Dixie, “piggybacking” on the City of Clermont Contract # 2023-072.

BACKGROUND

Water Department staff have an ongoing capital expenditure to rehabilitate the concrete, piping and other appurtenances of aging lift stations. Budgeted funds are appropriated for Fiscal Year 2024. RCM Utilities has a contract with the city of Clermont upon which staff will “piggyback”.

FISCAL IMPACT

\$99,200.00 from the wastewater department capital improvement program (CIP) budget.

RECOMMENDATION

Approve funding in the amount of \$99,200.00 to RCM Utilities for a total rehabilitation of Lift Station # 326, Winn Dixie, “piggybacking” on the City of Clermont Contract # 2023-072.

From: Scott Purvis <spurvis@rcmutilities.com>
Sent: Wednesday, February 28, 2024 10:35:58 AM
To: Jason Furman <jfurman@greencovesprings.com>
Cc: Chris Creech <chris@rcmutilities.com>; Clayton Ruff <cruff@rcmutilities.com>; Melissa Moss <melissa@rcmutilities.com>
Subject: Green Cove Springs Lift Stations 315, 316, & 326

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.

Jason, I have put together some wet well piping material options for you and your staff to review for the lift station rehabs.

I have also attached some information on the HDPE pipe and fittings.

The DI Pipe option includes epoxy painted after installation, P401 epoxy lined ductile iron pipe with stainless steel hardware, from the base ells to outside the wet well.

The HDPE Pipe option includes HDPE fusion welded pipe and fittings with stainless steel hardware and stainless-steel pipe supports, from the base ells to outside the wet well.

The SCH 40 SS Pipe option includes Type 316, SCH 40 Stainless Steel welded pipe and fittings with stainless steel hardware and stainless-steel pipe supports, from the base ells to outside the wet well.

The SCH 10 SS Pipe option includes Type 316, SCH 10 Stainless Steel welded pipe and fittings with stainless steel hardware and stainless-steel pipe supports, from the base ells to outside the wet well.

All the wet well pipe options include the requested above ground pipe and valves replacement with epoxy painted ductile iron pipe and fitting with stainless steel hardware.

Scope of Work for Lift Station 326

Owner to provide full bypass pump, hose, and fitting system.

Demo existing temporary 3" PVC Valves & Discharge Piping

Coat Wet Well & Terminal Manhole with SewperCoat, Calcium/Aluminate Mortar

Install new ½" stainless steel base plates with SS hardware.

Install new 4" Flygt Base ells.

Install 4 new SCH 40, Type 316, 2" Guide Rails with new top rail bracket.

Install new 4" Risers from the base ell to the first 90 out of the wet well where the green discharge piping starts.

Install a new 4" , slurry down pipe for emergency vacuuming.

Demo pipe and fittings in the existing valve vault and fill with flowable concrete.

Install new 4" P401 lined, ductile iron pipe and fittings for an above ground valve system Lift Station Standard plan sheet.

Install 2-new Stainless-Steel Diaphragm and pressure gauges on the above ground piping.

Install new 4" P401 lined, ductile iron pipe, fittings and brass cam-loc fittings for a wet well vacuum slurry system.

Install underground new 4" P401 lined, ductile iron pipe, fittings, and valves for an emergency pump off connection with brass cam-loc fittings.

Install a new 4" isolation valve between the emergency pump off connection and the above ground valve system to allow servicing of the above ground check and plug valves.

Install new stainless steel Float hanger .

DI Price \$113,580.00

HDPE Price \$100,770.00

SCH 40 SS Price \$99,200.00

SCH 10 SS Price \$97,900.00

Please take a moment and review these options, I'll be glad to prepare formal proposals to send to you.

Please feel free to call, text, or email me anytime.

Thanks,



H. Scott Purvis
Special Project Estimator
RCM Utilities, LLC
1451 Pine Grove Rd.
Eustis, FL 32726

352.561.2990 / office

352.267.0150 / mobile

spurvis@rcmutilities.com

<https://link.edgepilot.com/s/ddac4b4f/LJLwGoSxyUCjgwPsvzfMDQ?u=>

AGREEMENT No. 2023-072**SANITARY SEWER MANHOLE, VAULT, AND LIFT STATION REHABILITATION**

THIS AGREEMENT is made and entered into this August 22, 2023, by and between the CITY OF CLERMONT, FLORIDA, a municipal corporation under the laws of the State of Florida whose address is: 685 W. Montrose Street, Clermont, Florida, (hereinafter referred to as "CITY"), and RCM UTILITIES, LLC, whose address is: 100 W Mills Ave, Eustis, FL 32726, (hereinafter referred to as "CONTRACTOR").

WHEREAS, the City of Clermont issued RFB 23-085 titled Sanitary Sewer Manhole, Vault, and Lift Station Rehabilitation;

WHEREAS, CONTRACTOR submitted its response dated July 6, 2023, to RFB 23-085;

WHEREAS, CITY desired to award a contract to CONTRACTOR in accordance with the terms and conditions of RFB 23-085 and CONTRACTOR's response thereto;

WITNESSETH: That the parties hereto, for the consideration hereinafter set forth, mutually agree as follows:

1. SCOPE OF WORK

The CONTRACTOR shall furnish provide sewer manhole, vault, and lift station rehabilitation as described in CITY's RFB 23-085 and CONTRACTOR's July 6, 2023 response thereto, which are expressly incorporated herein and made a part of the Agreement Documents hereto and shall do everything required by this Agreement and the Agreement Documents. Provided, however, that nothing herein shall require CITY to purchase or acquire any items or services from CONTRACTOR.

2. THE CONTRACT SUM

CITY shall pay CONTRACTOR, for the faithful performance of the Agreement as set forth in the Agreement Documents and the Unit Price Schedule an amount in accordance with the compensation schedule set forth in Exhibit "A", attached hereto and incorporated herein.

3. PROVISION OF SERVICES AND COMPLETION OF WORK

- A. The CONTRACTOR shall only provide the CITY with sewer manhole, vault, and lift station rehabilitation upon receipt of an authorized order from CITY and shall provide the requested items in the timeframe and as set forth in RFB 23-085 or in the specific purchase order submitted by CITY. Nothing herein shall obligate CITY to purchase any specific amount of product from CONTRACTOR or create an exclusive purchase agreement between CITY and CONTRACTOR. CITY shall not be obligated or required to pay for any items received until such time as CITY has accepted the items in accordance with the order provided to CONTRACTOR.

- B. CONTRACTOR, upon receipt of a purchase order hereunder, shall immediately notify CITY if it has an issue or question related to the fulfillment of the order or whether there will be any delay in providing the items requested. Failure of CONTRACTOR to so notify CITY will preclude CONTRACTOR from seeking payment of any kind for any items that were delayed in delivery. Upon receipt of notification of the delay, CITY may at its sole option cancel the order and seek the items from any available source.
- C. It is expressly understood and agreed that the passing, approval, and/or acceptance of any services herein by CITY or by any agent or representative as in compliance with the terms of this Contract shall not operate as a waiver by the CITY of strict compliance with the terms of this Contract and the CITY may require the CONTRACTOR replace the accepted services so as to comply with the warranties and specifications hereof.
- D. COMPANY specifically acknowledges that this Contract does not bind or obligate CITY to purchase any minimum quantity of product during the term hereof.

4. TERM AND TERMINATION

- A. This Agreement is to become effective upon execution by both parties and shall remain in effect for a period of three (3) years thereafter unless terminated or renewed as provided for herein.
- B. Notwithstanding any other provision of this Agreement, CITY may, upon written notice to CONTRACTOR, terminate this Agreement: a) without cause and for CITY's convenience upon thirty (30) days written notice to CONTRACTOR; b) if CONTRACTOR is adjudged to be bankrupt; c) if CONTRACTOR makes a general assignment for the benefit of its creditors; d) CONTRACTOR fails to comply with any of the conditions of provisions of this Agreement; or e) CONTRACTOR is experiencing a labor dispute, which threatens to have a substantial, adverse impact upon the performance of this Agreement, without prejudice to any other right or remedy CITY may have under this Agreement. In the event of such termination, CITY shall be liable only for the payment of all unpaid charges, determined in accordance with the provisions of this Agreement, for work, properly performed and accepted prior to the effective date of termination.
- C. Upon mutual Agreement of the parties, this Agreement may be renewed for three (3) additional one-year terms. Sixty (60) days prior to completion of each extended term of this Agreement, CONTRACTOR may request and the City may consider an adjustment to price based on changes in the Producer Price Index (PPI).

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5. PAYMENTS

In accordance with the provisions fully set forth in the Contract Documents, CONTRACTOR shall submit an invoice to CITY upon completion of the services and delivery of products to CITY as set forth in the applicable purchase order. CITY shall make payment to the CONTRACTOR for all accepted deliveries and undisputed products delivered and services provided, within thirty (30) calendar days of receipt of the invoice.

6. DISPUTE RESOLUTION - MEDIATION

- A. Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to voluntary arbitration or the institution of legal or equitable proceedings by either party.
- B. The CITY and CONTRACTOR shall endeavor to resolve claims, disputes and other matters in question between them by mediation.
- C. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in Clermont, Lake County, Florida, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement Agreements in any court having jurisdiction thereof.

7. INSURANCE AND INDEMNIFICATION RIDER

7.1. Worker's Compensation Insurance

The CONTRACTOR shall take out and maintain during the life of this Agreement, Worker's Compensation Insurance for all its employees connected with the work of this Project and, in case any work is sublet, the CONTRACTOR shall require the subCONTRACTOR similarly to provide Worker's Compensation Insurance for all of the subCONTRACTOR employees unless such employees are covered by the protection afforded by the CONTRACTOR. Such insurance shall comply with the Florida Worker's Compensation Law. In case any class of employees engaged in hazardous work under this Agreement at the site of the Project is not protected under the Worker's Compensation statute, the CONTRACTOR shall provide adequate insurance, satisfactory to the CITY, for the protection of employees not otherwise protected.

7.2. CONTRACTOR's Commercial General Liability Insurance

The CONTRACTOR shall take out and maintain during the life of this Agreement, Commercial General Liability and Business Automobile Liability Insurance as shall protect it from claims for damage for personal injury, including accidental death, as well as claims for property damages which may arise from operating under this Agreement whether such operations are by itself or by anyone directly or indirectly employed by it, and the amount of such insurance shall be as follows:

- A. CONTRACTOR's Commercial General Liability, \$1,000,000 Each, (\$1,000,000 aggregate). Liability Coverages, Bodily Injury Occurrence, & Property Damage Combined Single Limit

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B. Automobile Liability Coverages, \$1,000,000 Each, Bodily Injury & Property Damage Occurrence, Combined Single Limit

The insurance clause for both BODILY INJURY AND PROPERTY DAMAGE shall be amended to provide coverage on an occurrence basis.

7.3. CITY's and CONTRACTOR's Protective Liability Insurance

The CITY shall procure and furnish a CITY's and CONTRACTOR's Protective Liability Insurance Policy with the following minimum limits:

A. Bodily Injury Liability & \$1,000,000 Each (\$2,000,000 aggregate) Property Damage Liability Occurrence Combined Single Limit.

7.4. Indemnification Rider

- A. To the fullest extent permitted by law, the CONTRACTOR shall indemnify and hold harmless the CITY and its employees from and against all claims, damages, losses and expenses, including but not limited to reasonable attorney's fees, arising out of or resulting from its performance of the Work, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) , and (2) is caused in whole or in part by any negligent act or omission of the CONTRACTOR, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not such acts are caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right to obligation of indemnity which would otherwise exist as to any party or person described in this Article; however, this indemnification does not include the sole acts of negligence, damage or losses caused by the CITY and its other contractors.
- B. In any and all claims against the CITY or any of its agents or employees by any employee of the CONTRACTOR, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligations under this Paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the CONTRACTOR or any subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.
- C. The CONTRACTOR hereby acknowledges receipt of ten dollars and other good and valuable consideration from the CITY for the indemnification provided herein.

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8. NOTICES

All notices shall be in writing and sent by United States mail, certified or registered, with return receipt requested and postage prepaid, or by nationally recognized overnight courier service to the address of the party set forth below. Any such notice shall be deemed given when received by the party to whom it is intended.

A. **CONTRACTOR:**

RCM Utilities, LLC

Attn: Melissa Moss, Controller

100 W. Mills Ave., Eustis, FL 32726

A. **OWNER:**

City of Clermont

Attn: Brian Bulthuis, City Manager

685 W. Montrose Street, Clermont, FL 34711

9. MISCELLANEOUS

9.1. Attorneys' Fees

In the event a suit or action is instituted to enforce or interpret any provision of this Agreement, the prevailing party shall be entitled to recover such sum as the Court may adjudge reasonable as attorneys' fees at trial or on any appeal, in addition to all other sums provided by law.

9.2. Waiver

The waiver by city of breach of any provision of this Agreement shall not be construed or operate as a waiver of any subsequent breach of such provision or of such provision itself and shall in no way affect the enforcement of any other provisions of this Agreement.

9.3. Severability

If any provision of this Agreement or the application thereof to any person or circumstance is to any extent invalid or unenforceable, such provision, or part thereof, shall be deleted or modified in such a manner as to make the Agreement valid and enforceable under applicable law, the remainder of this Agreement and the application of such a provision to other persons or circumstances shall be unaffected, and this Agreement shall be valid and enforceable to the fullest extent permitted by applicable law.

9.4. Amendment

Except for as otherwise provided herein, this Agreement may not be modified or amended except by an Agreement in writing signed by both parties.

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9.5. Entire Agreement

This Agreement including the documents incorporated by reference contains the entire understanding of the parties hereto and supersedes all prior and contemporaneous Agreements between the parties with respect to the performance of services by CONTRACTOR.

9.6. Assignment

Except in the event of a merger, consolidation, or other change of control pursuant to the sale of all or substantially all of either party's assets, this Agreement is personal to the parties hereto and may not be assigned by CONTRACTOR, in whole or in part, without the prior written consent of city.

9.7. Venue

The parties agree that the sole and exclusive venue for any cause of action arising out of this Agreement shall be Lake County, Florida.

9.8. Applicable Law

This Agreement and any amendments hereto are executed and delivered in the State of Florida and shall be governed, interpreted, construed and enforced in accordance with the laws of the State of Florida.

9.9. Public Records

The CONTRACTOR expressly understands records associated with this project are public records and agrees to comply with Florida's Public Records law, to include, to:

- A. Keep and maintain public records that ordinarily and necessarily would be required by the CITY in order to perform the services contemplated herein.
- B. Provide the public with access to public records on the same terms and conditions that the CITY would provide the records and at a cost that does not exceed the cost provided in this Florida's Public Records law or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- D. Meet all requirements for retaining public records and transfer, at no cost, to the CITY all public records in possession of CONTRACTOR upon the termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. CONTRACTOR shall use reasonable efforts to provide all records stored electronically to the CITY in a format that is compatible with the information technology systems of the CITY.
- E. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, THE

Term Agreement
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CONTRACTOR SHALL CONTACT THE CITY’S CUSTODIAN OF PUBLIC RECORDS AT THE CITY CLERK’S OFFICE, (352) 241-7331.

10. CONTRACT DOCUMENTS

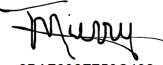
The Contract Documents, as listed below are herein made fully a part of this Contract as if herein repeated.

Document Precedence:

- A. This Agreement
- B. Purchase Order / Notice To Proceed
- C. An applicable Contractor Quote or Statement of Work
- D. All documents contained in RFB 23-085 titled Sanitary Sewer Manhole, Vault, and Lift Station Rehabilitation and CONTRACTOR's response thereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this 23rd day of August, 2023.

CITY OF CLERMONT

DocuSigned by:

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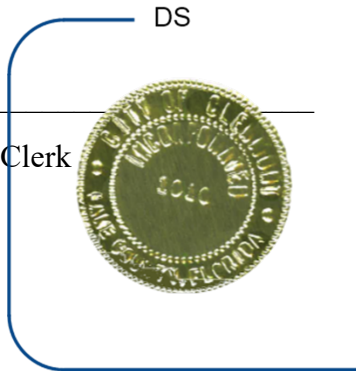
Tim Murry, Mayor

ATTEST:

DocuSigned by:

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Tracy Ackroyd Howe, City Clerk



RCM UTILITIES, LLC

DocuSigned by:
Melissa Moss
By: 0DA44623D6144CC

Print Name: Melissa Moss

Title: Controller

Date: 8/24/2023

Exhibit A

Item #9.

GROUP 1 PRICING (MANHOLE AND/OR VAULT REHABILITATION)

RCM Utilities, LLC

| Line Item | Description | Quantity | UOM | Unit Cost | Total |
|-----------|---|----------|-----|-------------|--------------|
| 1 | Cementitious lining of Brick Manhole – 48 in. Diameter | 50 | VF | \$ 175.00 | \$ 8,750.00 |
| 2 | Cementitious lining of Pre-cast Manhole – 48 in. Diameter | 250 | VF | \$ 150.00 | \$ 37,500.00 |
| 3 | Cementitious lining of Brick Manhole – 60 in. Diameter | 40 | VF | \$ 195.00 | \$ 7,800.00 |
| 4 | Cementitious lining of Pre-cast Manhole – 60 in. Diameter | 25 | VF | \$ 185.00 | \$ 4,625.00 |
| 5 | Adjust Existing Manhole Casting within Asphalt Pavement | 1 | EA | \$ 2,050.00 | \$ 2,050.00 |
| 6 | Adjust Existing Manhole Casting within Green Area | 10 | EA | \$ 500.00 | \$ 5,000.00 |
| 7 | Furnish New Ring and Cover USF 170 (SANITARY) | 1 | EA | \$ 295.00 | \$ 295.00 |
| 8 | Re-Construct Manhole Bench and Flow Channel | 2 | EA | \$ 1,000.00 | \$ 2,000.00 |
| | Total | | | | \$ 68,020.00 |

GROUP 2 PRICING (LIFSTATION REHABILITATION)

RCM Utilities, LLC

| Line Item | Description | Quantity | UOM | Unit Cost | Total |
|-----------|--|----------|---------|--------------|---------------|
| 9 | Lift Station Surface Rehabilitation by Cementitious Lining. | 100 | SF | \$ 28.00 | \$ 2,800.00 |
| 10.a | Bypass 8 in. Sewer Setup | 9 | EA | \$ 1,200.00 | \$ 10,800.00 |
| 10.b | Bypass 10 in. to 12 in. Sewer Setup | 4 | EA | \$ 1,000.00 | \$ 4,000.00 |
| 10.c | Bypass 15 in. to 18 in. Sewer Setup | 4 | EA | \$ 750.00 | \$ 3,000.00 |
| 10.d | Sewer Bypass 4 in. Pump | 25 | Per Day | \$ 800.00 | \$ 20,000.00 |
| 10.e | Sewer Bypass 6 in. Pump | 10 | Per Day | \$ 1,000.00 | \$ 10,000.00 |
| 10.f | Sewer Bypass 8 in. Pump | 10 | Per Day | \$ 1,100.00 | \$ 11,000.00 |
| 11.a | Furnish and Install Pump Base – 4 in. (inclusive of pump brackets) | 10 | EA | \$ 3,900.00 | \$ 39,000.00 |
| 11.b | Furnish and Install Pump Base – 6 in. (inclusive of pump brackets) | 4 | EA | \$ 4,600.00 | \$ 18,400.00 |
| 11.c | Furnish and Install Pump Base – 8 in. (inclusive of pump brackets) | 4 | EA | \$ 10,300.00 | \$ 41,200.00 |
| 12.a | Re-Construct Lift Station Fillet – 6 ft. Diameter | 5 | EA | \$ 500.00 | \$ 2,500.00 |
| 12.b | Re-Construct Lift Station Fillet – 8 ft. Diameter | 2 | EA | \$ 800.00 | \$ 1,600.00 |
| 12.c | Re-Construct Lift Station Fillet – 10 ft. Diameter | 2 | EA | \$ 1,200.00 | \$ 2,400.00 |
| 12.d | Re-Construct Lift Station Fillet – 12 ft. Diameter | 2 | EA | \$ 1,500.00 | \$ 3,000.00 |
| 13 | Removal of Existing Coating | 200 | SF | \$ 10.00 | \$ 2,000.00 |
| | Remove and Replace Existing Piping and Valves within Existing Submersible Lift Station through Existing Valve Vault – 4 in. (price per each riser) | | | | |
| 14.a | | 10 | EA | \$ 13,500.00 | \$ 135,000.00 |

| | | | | | |
|-------|---|----|----|--------------|---------------|
| 14.b. | Remove and Replace Existing Piping and Valves within Existing Submersible Lift Station through Existing Valve Vault – 6 in. (price per each riser) | 4 | EA | \$ 16,200.00 | \$ 64,800.00 |
| 14.c | Remove and Replace Existing Piping and Valves within Existing Submersible Lift Station through Existing Valve Vault – 8 in. (price per each riser) | 4 | EA | \$ 21,500.00 | \$ 86,000.00 |
| 14.d | Remove and Replace Existing Piping and Valves within Existing Submersible Lift Station through Existing Valve Vault – 10 in. (price per each riser) | 4 | EA | \$ 28,500.00 | \$ 114,000.00 |
| 14.e | Remove and Replace Existing Piping and Valves within Existing Submersible Lift Station through Existing Valve Vault – 12 in. (price per each riser) | 4 | EA | \$ 35,000.00 | \$ 140,000.00 |
| 15.a | Furnish and Install 6 ft. top slab with 36in. x 48in. hatch with Safety Grate (Coal Tar Epoxy Coating) | 5 | EA | \$ 6,000.00 | \$ 30,000.00 |
| 15.b | Furnish and Install 8 ft. top slab with 36in. x 48in. hatch with Safety Grate (Coal Tar Epoxy Coating) | 2 | EA | \$ 6,500.00 | \$ 13,000.00 |
| 16.a | Furnish and install 5 ft. x 5 ft. valve box with 48in. x 48in. Hatch (Coal Tar Epoxy Coating) | 5 | EA | \$ 11,200.00 | \$ 56,000.00 |
| 16.b | Furnish and install 6 ft. x 6 ft. valve box with 48in. x 48in. Hatch (Coal Tar Epoxy Coating) | 2 | EA | \$ 12,400.00 | \$ 24,800.00 |
| 17.a | Temporary Bypass Riser – 4 in. | 5 | EA | \$ 9,800.00 | \$ 49,000.00 |
| 17.b | Temporary Bypass Riser – 6 in. | 2 | EA | \$ 11,700.00 | \$ 23,400.00 |
| 17.c | Temporary Bypass Riser – 8 in. | 2 | EA | \$ 15,600.00 | \$ 31,200.00 |
| 18.a | 2 in. SS Dual Guide rails with brackets – 10 ft. to 15 ft. (Price Per Pump) | 10 | EA | \$ 1,900.00 | \$ 19,000.00 |
| 18.b | 2 in. SS Dual Guide rails with brackets – 15 ft. to 20 ft. (Price Per Pump) | 5 | EA | \$ 2,200.00 | \$ 11,000.00 |
| 19.a | 3 in. SS Dual Guide rails with brackets – 10 ft. to 15 ft. (Price Per Pump) | 5 | EA | \$ 2,200.00 | \$ 11,000.00 |
| 19.b | 3 in. SS Dual Guide rails with brackets – 15 ft. to 20 ft. (Price Per Pump) | 5 | EA | \$ 2,700.00 | \$ 13,500.00 |
| 20 | Furnish and Install 3 in. Drain | 5 | EA | \$ 800.00 | \$ 4,000.00 |
| 21 | Furnish and Install SCH-80 PVC Vent – 4 in. | 5 | EA | \$ 500.00 | \$ 2,500.00 |

| | | | | | |
|---------|---|---|----|--------------|--------------|
| 22.a | Drain and Clean Wet Well – 6 ft. | 5 | EA | \$ 1,000.00 | \$ 5,000.00 |
| 22.b | Drain and Clean Wet Well – 8 ft. | 2 | EA | \$ 1,200.00 | \$ 2,400.00 |
| 22.c | Drain and Clean Wet Well – 10 ft. | 3 | EA | \$ 1,400.00 | \$ 4,200.00 |
| 22.d | Drain and Clean Wet Well – 12 ft. | 3 | EA | \$ 1,600.00 | \$ 4,800.00 |
| 23.a.i | Connect Lift Station Piping to Existing Force Main – 4 in. (Include Line Stop and Plug Valve) PVC Force Main | 5 | EA | \$ 10,200.00 | \$ 51,000.00 |
| 23.a.ii | Connect Lift Station Piping to Existing Force Main – 4 in. (Include Line Stop and Plug Valve) Ductile Force Main | 5 | EA | \$ 10,200.00 | \$ 51,000.00 |
| 23.b.i | Connect Lift Station Piping to Existing Force Main – 6 in. (Include Line Stop and Plug Valve) PVC Force Main | 2 | EA | \$ 10,500.00 | \$ 21,000.00 |
| 23.b.ii | Connect Lift Station Piping to Existing Force Main – 6 in. (Include Line Stop and Plug Valve) Ductile Force Main | 2 | EA | \$ 10,500.00 | \$ 21,000.00 |
| 23.c.i | Connect Lift Station Piping to Existing Force Main – 8 in. (Include Line Stop and Plug Valve) PVC Force Main | 2 | EA | \$ 11,200.00 | \$ 22,400.00 |
| 23.c.ii | Connect Lift Station Piping to Existing Force Main – 8 in. (Include Line Stop and Plug Valve) Ductile Force Main | 2 | EA | \$ 11,200.00 | \$ 22,400.00 |
| 23.d.i | Connect Lift Station Piping to Existing Force Main – 10 in. (Include Line Stop and Plug Valve) PVC Force Main | 2 | EA | \$ 15,500.00 | \$ 31,000.00 |
| 23.d.ii | Connect Lift Station Piping to Existing Force Main – 10 in. (Include Line Stop and Plug Valve) Ductile Force Main | 2 | EA | \$ 15,500.00 | \$ 31,000.00 |
| 23.e.i | Connect Lift Station Piping to Existing Force Main – 12 in. (Include Line Stop and Plug Valve) PVC Force Main | 2 | EA | \$ 16,000.00 | \$ 32,000.00 |
| 23.e.ii | Connect Lift Station Piping to Existing Force Main – 12 in. (Include Line Stop and Plug Valve) Ductile Force Main | 2 | EA | \$ 16,000.00 | \$ 32,000.00 |
| 24.a | Removal, Furnish and Installation of HDPE Riser Pipe, Bracket, Base Ell and Base Plate in Place of Ductile Iron Riser and Fitting on Line Item 14.a – 4 in. (This price will be either added if more or subtracted if less from original base bid price) | 2 | EA | \$ 7,500.00 | \$ 15,000.00 |
| 24.b | Removal, Furnish and Installation of HDPE Riser Pipe, Bracket, Base Ell, and Base Plate in Place of Ductile Iron Riser and Fitting on Line Item 14.b – 6 in. (This price will be either added if more or subtracted if less from original base bid price) | 3 | EA | \$ 8,300.00 | \$ 24,900.00 |

| | | | | | |
|------|--|---|----|--------------|-----------------|
| 24.c | Removal, Furnish and Installation of HDPE Riser Pipe, Bracket, Base Ell, and Base Plate in Place of Ductile Iron Riser and Fitting on Line Item 14.c – 8 in. (This price will be either added if more or subtracted if less from original base bid price) | 3 | EA | \$ 15,500.00 | \$ 46,500.00 |
| 24.d | Removal, Furnish and Installation of HDPE Riser Pipe, Bracket, Base Ell, and Base Plate in Place of Ductile Iron Riser and Fitting on Line Item 14.d – 10 in. (This price will be either added if more or subtracted if less from original base bid price) | 3 | EA | \$ 16,500.00 | \$ 49,500.00 |
| 24.e | Removal, Furnish and Installation of HDPE Riser Pipe, Bracket, Base Ell, and Base Plate in Place of Ductile Iron Riser and Fitting on Line Item 14.e – 12 in. (This price will be either added if more or subtracted if less from original base bid price) | 3 | EA | \$ 18,500.00 | \$ 55,500.00 |
| 25.a | Removal, Furnish, & Installation of Existing Potable water Piping and PRV Valve within Existing and through Existing Valve Vault – 6 | 1 | EA | \$ 19,000.00 | \$ 19,000.00 |
| 25.b | Removal, Furnish, & Installation of Existing Potable water Piping and PRV Valve within Existing and through Existing Valve Vault – 8 | 1 | EA | \$ 19,500.00 | \$ 19,500.00 |
| 25.c | Removal, Furnish, & Installation of Existing Potable water Piping and PRV Valve within Existing and through Existing Valve Vault – 10 | 1 | EA | \$ 24,500.00 | \$ 24,500.00 |
| 25.d | Removal, Furnish, & Installation of Existing Potable water Piping and PRV Valve within Existing and through Existing Valve Vault – 12 | 1 | EA | \$ 20,500.00 | \$ 20,500.00 |
| 26.a | 2-in. Line Stop Stainless Steel | 1 | EA | \$ 7,200.00 | \$ 7,200.00 |
| 26.b | 4-in. Line Stop Stainless Steel | 1 | EA | \$ 7,800.00 | \$ 7,800.00 |
| 26.c | 6-in. Line Stop Stainless Steel | 1 | EA | \$ 8,300.00 | \$ 8,300.00 |
| 26.d | 8-in. Line Stop Stainless Steel | 1 | EA | \$ 8,800.00 | \$ 8,800.00 |
| 26.e | 10-in. Line Stop Stainless Steel | 1 | EA | \$ 11,900.00 | \$ 11,900.00 |
| 26.f | 12-in. Line Stop Stainless Steel | 1 | EA | \$ 12,400.00 | \$ 12,400.00 |
| 26.g | 14-in. Line Stop Stainless Steel | 1 | EA | \$ 20,000.00 | \$ 20,000.00 |
| 26.h | 16-in. Line Stop Stainless Steel | 1 | EA | \$ 20,000.00 | \$ 20,000.00 |
| 26.i | 20-in. Line Stop Stainless Steel | 1 | EA | \$ 25,500.00 | \$ 25,500.00 |
| | Total | | | | \$ 1,727,900.00 |

Request For Bid #RFB 23-085

Title: Sanitary Sewer Manhole, Vault, and Lift Station Rehabilitation

3. SCOPE OF WORK

3.1. Part 1: General

A. Summary:

1. These specifications shall govern all labor, material, equipment, and appliances necessary for sanitary sewer manhole and lift station rehabilitation for the purpose of eliminating infiltration and inflow, providing corrosion protection, repair of cracks and voids, and restoration of the structural integrity of the manhole/ lift stations as a result of the application of a monolithic fiber-reinforced structural/structurally enhanced pure calcium aluminate cementitious liner to the wall, ceiling, and bench surfaces of concrete, brick or any other masonry construction material. Including lift station piping rehabilitation as detailed in the specifications.

B. Submittals:

1. Submit the manufacturer's material data and application and installation instructions for all products used for approval prior to use.
2. Provide documentation that the proposed manhole/lift station rehabilitation process has a minimum three (3) year history/experience for the reconstruction of sanitary sewer manholes and lift stations on projects of similar size and scope (SEE PART 4, MINIMUM QUALIFICATIONS AND REQUIREMENTS).

C. Quality Assurance

1. Use, mix, apply, and cure all products in accordance with the manufacturer's recommendations and instructions.
2. Install all products in accordance with the manufacturer's recommendations and instructions.

3.2. Part 2: Products

A. Materials

1. Patching Mix:

- a. A quick-setting, fiber-reinforced, calcium aluminate-based cementitious material for patching and filling voids and cracks.

2. Infiltration Control Mix:

- a. A rapid-setting cementitious product specifically formulated for infiltration control.

3. Grouting Mix:

- a. A rapid-setting cementitious grout specifically formulated to stop active infiltration and fill voids.

Request For Bid #RFB 23-085

Title: Sanitary Sewer Manhole, Vault, and Lift Station Rehabilitation

- b. A rapid-setting chemical grout specifically formulated for stopping very active infiltration.
4. Liner Mix:
 - a. A fiber-reinforced pure-fused calcium aluminate cement and calcium aluminate aggregate to be wet mixed and low pressured spray applied to form the structural/structurally enhanced monolithic cementitious liner covering all interior manhole surfaces. Liner material to be SewperCoat, Strong Seal, Parson CA Liner + Cement Plus, Maximum CA + Cement or approved equivalent material by the City prior to installation.
 - b. Materials must be pre-mixed and specially formulated to withstand H₂S (hydrogen sulfide) bacterial corrosion and abrasion in sewer networks.
 - c. **The products mentioned above must be accompanied by a certified letter from the manufacturer and a letter from the contractor for a 10-year warranty.**
5. Bonding Compound:
 - a. Material must be modified cementitious bonding compound that protects exposed reinforcement steel and enhances the bond of overlay to the substrate.
6. Water:
 - a. The water must be clean and potable and will be provided by the City at designated fill stations.

3.3. Part 3: Execution

A. Preparation

1. Place covers over sewer inverts to prevent extraneous material from entering the sewer lines.
2. Remove foreign, loose, and unsound concrete and masonry material not able to be removed by high-pressure water spray may require the use of masons or mechanical tools for removal.
3. Clean the interior surfaces of the manhole/lift station with high-pressure (3,500 psi minimum) water spray, using detergent, muriatic acid, antibacterial agent, or other chemicals to remove grease, oil, and other contaminants that would prevent a good bond between the existing manhole interior surface and the liner material.
4. Active hydrostatic leaks (infiltration) shall be stopped using the rapid-setting specially formulated infiltration control mix.
5. Very active hydrostatic leaks (infiltration) shall be stopped using one of the rapid-setting grouting mixes specially formulated for control of very active infiltration.

Request For Bid #RFB 23-085

Title: Sanitary Sewer Manhole, Vault, and Lift Station Rehabilitation

6. Clean and prepare exposed reinforcement steel, and apply and cure bonding compound, in accordance with the product manufacturer's instructions and recommendations.
 7. Prepare cracks and voids to be patched and filled, and apply and cure patching mix, in accordance with the product manufacturer's instructions and recommendations.
 8. Areas of the manhole/lift station that are found to be structurally damaged and in need of repair beyond the scope of this specification must be brought to the attention of the City's Project Manager. A suitable repair method must be developed for each area and submitted to the City's Project Manager for review prior to commencing the repair.
 9. Prepare, clean, and repair manhole/lift station benches and inverts in the same manner as prescribed above.
- B. Liner Application, Curing, and Testing
1. Prepare manhole/lift station surfaces, wet batch-mix liner materials low-pressure spray, apply liner mix to the manhole ceiling, wall, and bench surfaces, and allow the liner to cure in accordance with the product manufacturer's instructions and recommendations.
 2. Liner application must be 1/2-inch for manholes and 1-inch for wet wells minimum thickness. The application must be completed with a minimum of two coats. The first coat must be applied at a thickness adequate to cover the substrate and be trowled to compact the material into voids and set the bond. The second coat must be applied to ensure complete coverage at the specified thickness.
 3. Inverts must be lined with the patching mix, and trowel applied in one coat to a 1-inch minimum thickness.
 4. Prepare, label, and submit recommended daily or per lot test specimens for testing.
- C. Cleaning
1. Clean manhole/lift station interiors and remove all construction-related materials, equipment, and appliances from the manhole/lift station prior to reinstatement to service.
- D. Lift Station Rehabilitation
1. By-pass pumps must be sound attenuated and meet the minimum flow requirements for each station. The system must have a second pump tied in and ready in case the primary pump fails. The system must be monitored 24 hours a day by a remote dialer and contractor personnel. The successful respondent is responsible for emergency calls day and night while it is on by-pass pumps. The bypass system must be tested to ensure proper operation. The City must witness the testing and sign off prior to starting rehabilitation.

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Title: Sanitary Sewer Manhole, Vault, and Lift Station Rehabilitation

2. Temporary pump-out riser will need to be installed first and may be left as the emergency pump out. The City will help determine the best location for both parties. The riser must consist of a flanged P-401 spool coming up above grade, flanged P-401 90, MJ P-401 Tee, two MJ gate valves with valve boxes, and all necessary restraint devices. A flanged aluminum male cam-lock and dust cap with a 6-inch flanged ¼ turn plug valve should be installed on the elbow after the job is completed.
3. The successful respondent is responsible for the removal of pumps, pipes, and valves. The City will disconnect the pump leads, remove the floats, and transducer. The pumps are to be given to the City after removal. All other materials are to be hauled and disposed of by the successful respondent.
4. Installation of base elbows must be as per manufacturers' specifications. The bases must be Flygt dual rail design. Existing pumps will need the top bolt-on guide rail bracket. Guide rails must be 3-inch stainless steel with a stainless guide rail bracket. Any modification to the existing floor or fillet for proper installation must be included in the pricing.
5. Ductile Iron pipe and fittings shall be P-401 lined. All flanged connections shall have 316 stainless steel nuts & bolts. The use of an anti-seizing compound is required on all bolts.
6. Valves inside the valve box must be Mueller, American, Clow, Dezurik, or Pratt. Check valves must be flanged L/W type with rubber disc seal. Plug valves must be flanged ¼ turn direct nut with 80% opening.
7. Pressure gauges must be installed on each discharge pipe downstream of the plug valve. The 1/2-inch tap can be directly into the ductile iron pipe. Stainless steel nipples and ball valves shall be used to make the connection. Gauges shall be 4-1/2 inch SS liquid filled with diaphragm.
8. Vent cap must be all SCH-80 PVC fittings. Use 4-inch elbows and Vanstone flanges with a SS screen between them.
9. Use a 12-foot average riser length for line item 14.a, 14.b, 14.c and alternate price for line item 1.a, 1.b, 1.c, in the Price Schedule of this RFB.

E. Alternate Bid

1. HDPE SDR-11 IPS pipe riser must be factory butt fused. The riser must have a flange adapter with SS backup ring, 90 elbow, and enough pipe to go through the wall to the restrained coupling between the wet well and valve box. The height may be adjusted with one fusion coupling. The use of a SS stiffener is required at the MJ connection.
2. A 316 stainless steel base plate must be used. Plates shall be at least 12" x 12" x ½"-thick (base plate to be used with HDPE only).

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3. Pipe bracing is required every 8-feet minimum. The first must be within 6-inches of the top elbow. The bracing must be 316 stainless steel, going from wall to wall behind the risers with a stainless steel U-bolt holding the riser to the brace. All nuts shall be vinyl locking stainless steel.

3.4. Part 4: Minimum Qualifications and Requirements

- A. The installer **MUST** have been engaged in the installation of Manhole and Lift Station System Rehabilitation Contracting Services for a minimum of 3 years and have rehabilitated a minimum of 500 sanitary sewer manholes and 15 lift stations, in the State of Florida, utilizing a system that offers pure fused Calcium Aluminate.
- B. The installer **MUST** include in their response a list of 10 references, for which manhole, lift station, or wet well rehabilitation contracting services have been provided within the last 3 years. The reference list must include the name of the company, contact person, telephone number, project duration, contract value, and the number of manholes/lift stations for each reference.
- C. The successful respondent will be responsible for knowledge of and compliance with all relatively local, state, and federal codes and regulations.
- D. For all work performed, the successful respondent must provide a competent job-site supervisor and any necessary assistants, all approved by the City's Project Manager. The job-site supervisor must be present at all times while work is in progress. The job-site supervisor will represent the successful respondent at all times while all directions given will be binding as per the contract documents. The job-site supervisor must have a minimum of 5 years of experience in the rehabilitation of Sanitary Sewer Manholes, Lift Stations, and Wet Wells utilizing a product that consists of a pure fused Calcium Aluminate Cementitious Liner.
- E. **Failure to provide the minimum qualifications and requirements described in this section with the bid response result in the bid being declared non-responsive.**

3.5. Part 5: Measurement and Payment

- A. Payments to the successful respondent will be made on the basis of the unit price in the Price Schedule as full and complete payment for furnishing all materials, labor, tools, and equipment, and for performing all operations necessary to complete the rehabilitation work of sewer manholes, lift stations, and wet wells by various trenchless methods as authorized by the City. The City will establish an annual renewable contract for these services with the successful bidders as described in this solicitation.
- B. The unit price from the Price Schedule must include all costs and expenses for taxes, labor, equipment, materials, commissions, transportation charges & expenses, patent fees & royalties, labor for handling materials during the inspection, together with any and all other costs and expenses for performing and completing the work as shown on the details and specified herein. The Basis of Payment for an item at the price shown in the

Price Schedule will be in accordance with its description of the item and as related to the work specified. Unit prices will be applied to the actual quantities furnished and installed.

1. The successful respondent's attention is called to the fact that the quotations for the various items of work are intended to establish a total price for completing the work in its entirety. Should the successful respondent feel that the cost for any item of work has not been established in the Price Schedule, the cost for that work will be included in some other applicable item, so that the price for the item reflects the total price for completing the work in its entirety.
- C. No separate payment will be made for the following work if required and its cost must be included in appropriate payment items:
- a. Applications and pulling of all utility and construction permits;
 - b. Dewatering and disposal of surplus water;
 - c. Structural repairs;
 - d. Cleanup;
 - e. Testing materials and apparatus;
 - f. Maintenance of utility service;
 - g. Appurtenant work;
 - h. Inspection Photo Records;
 - i. Maintenance of Traffic
- D. The following section will clarify the work included for the items listed in the Price Schedule.

Measurement

- A. Payment will be determined by actual measurement of the completed items, in place, ready for service, and accepted by the City's Project Manager unless otherwise specified. The City's Project Manager must witness all field measurements.
- B. When depths are indicated in the line item, they must be measured vertically from the existing grade, paved or unpaved, to the pipe invert.
- C. It is intended that all work required for completion must be included in the various line items as described in the following paragraphs.
 1. CEMENTITIOUS LINING MANHOLE, BRICK, OR PRECAST REHABILITATION (1/2" thick minimum in manholes)
 - a. This item of work will be measured and paid for at the unit price per vertical foot of 48-inch or 60-inch diameter of the manhole wall named in the Pricing Section. Measurement must be made from the bench, at its highest point, to the upper

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- limit of the actually treated wall, cone, or chimney. Payment of the unit price per vertical foot will provide complete compensation for cleaning of the wall by both pressurized water and sand or soda blasting; relief of hydrostatic pressure outside the manhole, if necessary; injecting chemical grout to stop active leaks into the manhole, if necessary; furnishing and supplying of all materials or combination of materials making up the patching and coating (waterproofing) and applying or installing them; manufacturer's representative's presence or assistance, if required; isolation of the manhole by plugging entering lines; testing; safety equipment; and all incidentals necessary to obtain a watertight, sealed manhole wall and bench, compete in place.
- b. The successful respondent will be responsible for the new coating that is applied only and not the existing coating.
 - c. Payment for bypass pumping, if required (other than because of damage caused by Contractor); will be paid for under a separate item.
2. CEMENTITIOUS LINING OF LIFT STATION/WET WELL SURFACES (1" thick minimum in wet wells)
- a. This item of work will be measured and paid at the unit price per square foot of wall in a lift station or wet well. Measurement will be made on the actual surface area repaired. Payment of the unit price per square foot will provide compensation for cleaning of the wall by both pressurized water and sand or soda media blasting methods; relief of hydrostatic pressure outside the structure if necessary; injecting chemical grout to stop active infiltration, if necessary; cleaning; surface preparation as specified herein; furnishing and supplying of all materials or combination of materials, including liner manufacture's representative's presence or assistance, if required; isolation of the lift station or wet well by plugging entering lines; testing; safety equipment for personnel; labor, tools and equipment; and all incidentals necessary to obtain a watertight, sealed wall and bench, compete in place.
 - b. The successful respondent will be responsible for the new coating that is applied only and not the existing coating.
3. BYPASS PUMPING OF SEWERS
- a. BYPASS PUMP AND PIPING SETUP
 - i. These pay items provide complete compensation for bypass pumping operations required for sewer manhole, lift station, and wet well rehabilitation. The successful respondent must attempt to perform the rehabilitation sewer work without bypass pumping. However, if in the opinion of the City, bypass pumping is necessary, it will be identified as a payment item. The pay item is a one-time charge for all bypass pumping setup operations during a given lining installation, including services, regardless of the number of pumps

required. Bypass pumping must be bid on the basis of the sewer size which is bypassed.

- ii. These items must include, but are not limited to all necessary and required traffic control; pumps; piping; gasoline/diesel fuel; maintenance; transportation and storage; temporary bypass and service piping; labor; materials and/or any other costs associated with bypass pumping.
- iii. Plugging or blocking a sewer line must be included in the appropriate bid item for which the flow must be stopped, this is considered incidental work and no additional payment shall be considered.

b. BYPASS PUMP

- i. These items will be paid for on a per-day basis for the operation of the bypass pumps. Bypass pump operation will be on the basis of the size of the pump used. These items must include fuel operating costs.

4. ADJUSTING EXISTING MANHOLE CASTINGS

- a. These pay items provide complete compensation for furnishing all necessary labor, equipment, and materials to adjust existing manholes to match existing elevations.

5. FURNISH NEW MANHOLE RING AND COVER

- a. This pay item provides complete compensation for furnishing new manhole rings and covers as specified by the City.

6. RECONSTRUCT A COMPLETE BENCH AND FLOW CHANNEL

- a. This pay item provides complete compensation for furnishing all necessary labor, equipment, and materials required to re-construct a complete bench and flow channel, as required per the City's minimum standards.

7. INSTALLATION OF CHIMNEY SEALS

- a. These pay items provide complete compensation for furnishing all necessary labor, equipment, and material required to install manhole chimney seals.

8. REMOVAL OF EXISTING COATINGS

- a. These pay items provide complete compensation for furnishing all necessary labor, equipment, and materials necessary to remove any existing coatings that may exist in full or any portion of an existing structure.

9. REMOVE AND REPLACE EXISTING PIPING AND VALVES

- a. These pay items provide complete compensation for furnishing all necessary labor, equipment, and materials necessary to remove and replace all existing piping, check valves, plug valves, and all miscellaneous materials required for

Request For Bid #RFB 23-085

Title: Sanitary Sewer Manhole, Vault, and Lift Station Rehabilitation

Item #9.

this installation. This work will start at existing pump bases and will terminate prior to where discharge piping exits the existing valve vault. All work must comply with the City of Clermont minimum standards.



City of Clermont
Procurement Services Department
685 W. Montrose Street
Clermont, FL 34711

VENDOR INFORMATION

The following information along with a current W-9 form must be provided to the Procurement Services Department for all new vendors and when current vendors remit information changes.

Name of Individual or Business: RCM Utilities, LLC

Contact Person and Title: Melissa Moss Controller

Vendor Street Address: 100 W. Mills Ave

Vendor City, State, ZIP: Eustis, FL 32726

Vendor Mailing Address (if different from above): _____

Vendor Email Address: melissa@rcmutilities.com

Vendor Email Address for Purchase Order (if different from above):

melissa@rcmutilities.com

Phone Number: 352-561-2990 Fax Number: 352-292-0139

Taxpayer Identification Number (include a copy of your W9 form): 82-4160762

Remit to Information (if different from above):

Payment Remit to Name: _____

Payment Remit to Address: _____

Payment Remit to City, State, ZIP: _____

Please return the completed Vendor Information along with the required W-9 form by email to:
procurementservices@clermontfl.org

For any questions, please call the Procurement Services Department at (352) 241-7350.



STAFF REPORT

CITY OF GREEN COVE SPRINGS, FLORIDA

TO: City Council Regular Session **MEETING DATE:** March 12, 2024

FROM: Scott Schultz, Assistant Water Utilities Director

SUBJECT: City Council approval of, and authorization for the mayor to execute, a contract between Sundew Mitigation Bank, LLC and the City for purchase of mitigation credits (property) for release of conservation property from the St. Johns River Water Management District, to replace a sewer force main, or convert from force main to gravity sewer, for Lift Station # 318 / Shinnecock, in Magnolia Point. The cost of the 0.69 credits (approximately 0.21 acres) is \$34,500.00.

BACKGROUND

On 8/21/2018 Council ratified the submittal by staff for an HMGP grant application for installation of a generator and other improvements at Lift Station #6. The total estimated cost of the project was \$107,400.00. The City has received a grant amount of \$80,550.00, or 75% of the project cost. This project must be complete by December 31, 2021.

On 2/4/2020 Council approved of and authorized the mayor to execute the actual contract.

On 11/17/2020 Council approved the purchase of the generator, for which the city had received a cash advance for 75% of the purchase price.

During the planning stages staff discovered that there was an opportunity to possibly convert the lift station to a gravity sewer system, eliminating the station and the mechanical / electrical components entirely.

On March 15, 2022, Council approved Contract Modification #1 to extend the contract expiration date for staff to further analyze the conversion to gravity or complete the project as originally approved.

After further evaluation, staff attempted to convert the HMGP project from lift station improvements and purchase of a generator to conversion of the system from force main to gravity. Due to the length of the permitting process to excavate in an established conservation zone where the force main is located, HMGP did not agree to the change and staff decided to complete the project as originally planned while continuing to prepare for possible elimination of the station.

During continued evaluation staff discovered that the utility easement through the conservation zone was never recorded. Staff completed a survey, and an analysis of environmental impact to the conservation zone, which was the determinant as to the amount of land that had to be mitigated to perform any work in the utility easement.

On 7/25/2022 Council approved, and the mayor executed, a mitigation contract with TGC Sundew / Nochaway, LLC. After almost two additional years of painful negotiations with SJRWMD staff are close to completing the transaction. However, a check request was issued in July of 2022 but somehow

the payment was never received by Sundew. This is causing the re-negotiation and reissuing of the mitigation contract.

Upon approval and purchase of this mitigation contract, all the criteria for staff to request a release of the easement through the conservation zone from SJRWMD will be complete. This release is required for repair of the existing force main or conversion of the force main to gravity sewer.

The City Attorney has reviewed the referenced contract.

FISCAL IMPACT

\$34,500.00 from the Wastewater Department Capital Improvement Program (CIP) budget.

RECOMMENDATION

Approve of, and authorize the mayor to execute, a contract between Sundew Mitigation Bank, LLC and the City for purchase of mitigation credits (property) for release of conservation property from the St. Johns River Water Management District, to replace a sewer force main, or convert from force main to gravity sewer, for Lift Station # 318 / Shinnecock, in Magnolia Point. The cost of the 0.69 credits (approximately 0.21 acres) is \$34,500.00.

SUNDEW MITIGATION BANK
CREDIT RESERVATION AND PURCHASE OPTION AGREEMENT

Sundew Mitigation Bank, LLC, the Owner of the Sundew Mitigation Bank (hereinafter "Seller") does hereby reserve and set aside for future assignment for the sole benefit of City of Green Cove Springs (hereinafter "Buyer") mitigation credits the Ratio equivalent of 0.69 Ratio Credits off Seller's St. Johns River Water Management District ledger and NA off Seller's U.S. Army Corps of Engineers ledger (collectively, the "Credits") from its Sundew Mitigation Bank.

Buyer's Representations: The Buyer represents and warrants to Seller that these Credits are to be used to offset wetland impacts pertaining to permit number 8905-19-1 issued by the St Johns River Water Management District and permit number NA by the U.S. Army Corps of Engineers for a development known as Magnolia Point Conservation Easement Release 8905-19-1 (the "Project"). It is the sole responsibility of the Buyer to assure that the Credits hereby purchased are sufficient to offset the specific proposed wetland impacts for the Project.

Purchase of Option: The total purchase price for the Credits is \$ 34,500 ("Credit Price"), which is based on a price of \$ 50,000 per credit. This Option grants the Buyer the right to acquire the Credits at the Credit Price only if the Buyer exercises the Option by providing written notice to Seller on or before six months from the date of this Option Agreement and Buyer makes full payment of the Credit Price within ten days of such notice. Upon exercise of the Option the Buyer must certify that the Buyer's representations, warranties, and covenants contained herein remain true and accurate.

The Final Exercise Date: Notwithstanding any position in the Option Agreement to the contrary, the full amount of the Credit Price shall be due and payable within 10 days following

the earlier of (the "Final Exercise Date"):

- (i) The date the Project has received both its state and federal permits authorizing the use of any or all of the Credits to offset wetland impacts of the Project;; or
- (ii) Six months from the date of this Option Agreement or:
- (iii) The point in time at which the SJRWMD removes the credits from the ledger of the Sundew Mitigation Bank to the Project,

In the event Buyer shall fail to make full payment of the Credit Price and close within 10 days following the Final Exercise Date, Buyer can no longer exercise this Option and Seller may

retain all payments received by Seller.

Remedies: If the purchase of the Credits is not consummated on account of Buyer's failure to make timely payment or Buyer's default hereunder, Seller shall be entitled, as its sole and exclusive remedy hereunder, to retain all payments received as full and complete liquidated damages for such default of Buyer, the parties hereto acknowledging that it is impossible to estimate more precisely the damages which might be suffered by Seller upon Buyer's default. The right to retain such sums as full liquidated damages is Seller's sole and exclusive remedy in the event of default hereunder by Buyer, and Seller hereby waives and releases any right to (and hereby covenants that it shall not) sue Buyer: (i) for specific performance of this Agreement, or (ii) to recover the balance of the Credit Price. In the event Seller defaults Buyer shall have the right to seek a return of the Option Payment Amount.

Assignment: This Agreement is not assignable by the Buyer. Seller in Seller's sole and absolute discretion, may consent to an assignment to an affiliate of the Buyer. For purposes of this paragraph, an affiliated entity of Buyer shall include any entity that is controlled by Buyer or under common control with Buyer, whether by reason of ownership interests, management or contractual relationship, with the intention that such common control shall continue indefinitely. Upon such assignment, Buyer shall remain fully liable hereunder to Seller to assure the affiliated entity performs all of its obligations hereunder. In the event of the sale of the property by the Buyer, the credits will be transferred to the purchaser.

Repurchase Option: Upon payment in full for the Credits by Buyer and the assignment of the same to Buyer and/or the Project, the same shall become the property of the Buyer and, to the extent not utilized by the Buyer for the Project, the Buyer shall be free to sell, assign or transfer any excess Credits not needed by Buyer, to any person or entity as it may determine; provided, however, Buyer shall first provide the Seller written notice giving Seller a ten (10) day period from the date of delivery of the notice to purchase such Credits. Seller shall notify Buyer in writing within said ten (10) day period whether or not it elects to purchase the Credits. If Seller elects to purchase all or some of the Credits, the closing of the sale of the Credits from Buyer to Seller shall occur within ten (10) days from the date Seller notifies Buyer of its intention to purchase the Credits. The purchase price for the Credits shall be \$ 50,000 per credit. If Seller does not elect to purchase said Credits, then this Repurchase Option shall terminate, and Buyer shall be free to dispose of said excess Credits in any manner it may determine. Seller agrees to cooperate with Buyer, without cost or expense to Seller, upon Buyer's reasonable request, including, without limitation, execution of documents as are reasonably necessary, to allow Buyer to sell, assign or transfer such excess credits. This covenant to re-offer the Credits to the Seller shall continue indefinitely.

Corrections: If requested by Seller, the Buyer agrees to cooperate fully and in a timely manner to assist Seller in correcting errors and/or omissions which may exist in this Agreement, the reservation letter, allocation letter or other related documents, when correction is deemed by the Seller to be desirable or necessary.

All payments shall be made to: TGC Sundew/Nochaway, LLC, and delivered to: 480 S US 17 San Mateo, FL 32187. Upon receipt of the fully executed credit reservation and purchase agreement, Seller will send a Notice of Credit Reservation to the Buyer. Upon receipt of the full payment of Credit Price Amount, Seller will send a Notice of Credit Allocation to the Buyer. Notice for any party may be at the address set forth herein.

FOR BUYER:

By: _____

Name _____

Title _____

Address: _____

Phone: _____

(Required)

FOR SELLER:

Sundew Mitigation Bank, LLC

By: _____


Ernest Hale
As Its Manager

Date: 3/4/24
(The "Date of this Option Agreement")

SUNDEW MITIGATION BANK
CREDIT RESERVATION AND PURCHASE OPTION AGREEMENT

Sundew Mitigation Bank, LLC, the Owner of the Sundew Mitigation Bank (hereinafter "Seller") does hereby reserve and set aside for future assignment for the sole benefit of City of Green Cove Springs (hereinafter "Buyer") mitigation credits the Ratio equivalent of 0.21 UMAM Credits off Seller's St. Johns River Water Management District ledger and NA off Seller's U.S. Army Corps of Engineers ledger (collectively, the "Credits") from its Sundew Mitigation Bank.

Buyer's Representations: The Buyer represents and warrants to Seller that these Credits are to be used to offset wetland impacts pertaining to permit number 8905-19-1 issued by the St Johns River Water Management District and permit number NA by the U.S. Army Corps of Engineers for a development known as Magnolia Point Conservation Easement Release 8905-19-1 (the "Project"). It is the sole responsibility of the Buyer to assure that the Credits hereby purchased are sufficient to offset the specific proposed wetland impacts for the Project.

Purchase of Option: The total purchase price for the Credits is \$ 21,000 ("Credit Price"), which is based on a price of \$ 100,000 per credit. This Option grants the Buyer the right to acquire the Credits at the Credit Price only if the Buyer exercises the Option by providing written notice to Seller on or before six months from the date of this Option Agreement and Buyer makes full payment of the Credit Price within ten days of such notice. Upon exercise of the Option the Buyer must certify that the Buyer's representations, warranties, and covenants contained herein remain true and accurate.

The Final Exercise Date: Notwithstanding any position in the Option Agreement to the contrary, the full amount of the Credit Price shall be due and payable within 10 days following

the earlier of (the "Final Exercise Date"):

- (i) The date the Project has received both its state and federal permits authorizing the use of any or all of the Credits to offset wetland impacts of the Project;; or
- (ii) Six months from the date of this Option Agreement or:
- (iii) The point in time at which the SJRWMD removes the credits from the ledger of the Sundew Mitigation Bank to the Project,

In the event Buyer shall fail to make full payment of the Credit Price and close within 10 days following the Final Exercise Date, Buyer can no longer exercise this Option and Seller may

retain all payments received by Seller.

Remedies: If the purchase of the Credits is not consummated on account of Buyer's failure to make timely payment or Buyer's default hereunder, Seller shall be entitled, as its sole and exclusive remedy hereunder, to retain all payments received as full and complete liquidated damages for such default of Buyer, the parties hereto acknowledging that it is impossible to estimate more precisely the damages which might be suffered by Seller upon Buyer's default. The right to retain such sums as full liquidated damages is Seller's sole and exclusive remedy in the event of default hereunder by Buyer, and Seller hereby waives and releases any right to (and hereby covenants that it shall not) sue Buyer: (i) for specific performance of this Agreement, or (ii) to recover the balance of the Credit Price. In the event Seller defaults Buyer shall have the right to seek a return of the Option Payment Amount.

Assignment: This Agreement is not assignable by the Buyer. Seller in Seller's sole and absolute discretion, may consent to an assignment to an affiliate of the Buyer. For purposes of this paragraph, an affiliated entity of Buyer shall include any entity that is controlled by Buyer or under common control with Buyer, whether by reason of ownership interests, management or contractual relationship, with the intention that such common control shall continue indefinitely. Upon such assignment, Buyer shall remain fully liable hereunder to Seller to assure the affiliated entity performs all of its obligations hereunder. In the event of the sale of the property by the Buyer, the credits will be transferred to the purchaser.

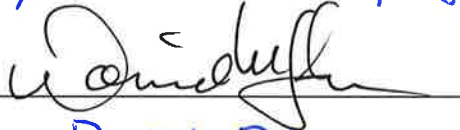
Repurchase Option: Upon payment in full for the Credits by Buyer and the assignment of the same to Buyer and/or the Project, the same shall become the property of the Buyer and, to the extent not utilized by the Buyer for the Project, the Buyer shall be free to sell, assign or transfer any excess Credits not needed by Buyer, to any person or entity as it may determine; provided, however, Buyer shall first provide the Seller written notice giving Seller a ten (10) day period from the date of delivery of the notice to purchase such Credits. Seller shall notify Buyer in writing within said ten (10) day period whether or not it elects to purchase the Credits. If Seller elects to purchase all or some of the Credits, the closing of the sale of the Credits from Buyer to Seller shall occur within ten (10) days from the date Seller notifies Buyer of its intention to purchase the Credits. The purchase price for the Credits shall be \$ 100,000 per credit. If Seller does not elect to purchase said Credits, then this Repurchase Option shall terminate, and Buyer shall be free to dispose of said excess Credits in any manner it may determine. Seller agrees to cooperate with Buyer, without cost or expense to Seller, upon Buyer's reasonable request, including, without limitation, execution of documents as are reasonably necessary, to allow Buyer to sell, assign or transfer such excess credits. This covenant to re-offer the Credits to the Seller shall continue indefinitely.

Corrections: If requested by Seller, the Buyer agrees to cooperate fully and in a timely manner to assist Seller in correcting errors and/or omissions which may exist in this Agreement, the reservation letter, allocation letter or other related documents, when correction is deemed by the Seller to be desirable or necessary.

All payments shall be made to: TGC Sundew/Nochaway, LLC, and delivered to: 480 S US 17 San Mateo, FL 32187. Upon receipt of the fully executed credit reservation and purchase agreement, Seller will send a Notice of Credit Reservation to the Buyer. Upon receipt of the full payment of Credit Price Amount, Seller will send a Notice of Credit Allocation to the Buyer. Notice for any party may be at the address set forth herein.

FOR BUYER:

City of Green Cove Springs

By: 

Name Daniel Johnson

Title Mayor

Address: 321 Walnut Street

Green Cove Springs

Florida, 32043

Phone: 904-297-7054

(Required)

FOR SELLER:

Sundew Mitigation Bank, LLC

By: 

Ernest Hale
As Its Manager

Date: 5/25/22,
(The "Date of this Option Agreement")



STAFF REPORT

CITY OF GREEN COVE SPRINGS, FLORIDA

TO: City Council Regular Session **MEETING DATE:** March 12, 2024

FROM: Scott Schultz, Asst. Water Utilities Director

SUBJECT: City Council approval of, and authorization for the Mayor, City Attorney and City Clerk to execute, the Drinking Water State Revolving Fund, Design Loan Agreement DW 100440, in the amount of \$2,195,000.00, for the design and permitting of the Magnolia Point Reclaimed Water System and Reynolds Water Treatment Plant Improvements.

BACKGROUND

On 2/21/2023, council approved staff to submit a Request for Inclusion (RFI) to the Florida Department of Environmental Protection (FDEP), Drinking Water State Revolving Fund (DWSRF) for consideration of a loan for the design and permitting of the Magnolia Point Reclaimed Water System in the amount of \$1,900,000.00. On 6/6/2023, Council approved an amended SWRFI to include the design and permitting of improvements to the Reynolds Water Treatment Plant to the loan application. The FDEP-DWSRF program has awarded DW 100440 in the amount of \$2, 195,000.00 for both projects.

FISCAL IMPACT

\$2,195,000.00 from the wastewater department capital improvement program (CIP) budget.

RECOMMENDATION

Approve of, and authorize the Mayor, City Attorney and City Clerk to execute, the Drinking Water State Revolving Fund, Design Loan Agreement DW 100440, in the amount of \$2,195,000.00, for the design and permitting of the Magnolia Point Reclaimed Water System and Reynolds Water Treatment Plant Improvements.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION**

AND

CITY OF GREEN COVE SPRINGS, FLORIDA

**DRINKING WATER STATE REVOLVING FUND
DESIGN LOAN AGREEMENT**

DW100440

Florida Department of Environmental Protection
State Revolving Fund Program
Marjory Stoneman Douglas Building
3900 Commonwealth Boulevard, MS 3505
Tallahassee, Florida 32399-3000

DRINKING WATER STATE REVOLVING FUND DESIGN LOAN AGREEMENT

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DRINKING WATER STATE REVOLVING FUND
DESIGN LOAN AGREEMENT
DW100440

THIS AGREEMENT 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”.

RECITALS

Pursuant to Section 403.8532, Florida Statutes and Chapter 62-552, Florida Administrative Code, the Department is authorized to make loans to finance the planning, design and construction of public water systems; and

The Project Sponsor applied for the financing of Design Activities, and the Department has determined that all requirements for a Loan have been met.

AGREEMENT

In consideration of the Department loaning money to the Project Sponsor, in the principal amount and pursuant to the covenants set forth below, it is agreed as follows:

ARTICLE I - DEFINITIONS

1.01. WORDS AND TERMS.

Words and terms used herein shall have the meanings set forth below:

- (1) “Agreement” or “Loan Agreement” shall mean this agreement.
- (2) “Authorized Representative” shall mean the official of the Project Sponsor authorized by ordinance or resolution to sign documents associated with the Loan.
- (3) “Capitalized Interest” shall mean the interest accruing on Loan proceeds from the time of disbursement until six months before the first Semiannual Loan Payment is due. Capitalized Interest is financed as part of the Loan principal.
- (4) “Depository” shall mean a bank or trust company, having a combined capital and unimpaired surplus of not less than \$50 million, authorized to transact commercial banking or savings and loan business in the State of Florida and insured by the Federal Deposit Insurance Corporation.
- (5) “Design Activities” shall mean the design of work defined in the approved planning document that will result in plans and specifications, ready for permitting and bidding, for an eligible construction project.

(6) “Final Amendment” shall mean the final agreement executed between the parties that establishes the final terms for the Loan such as the final Loan amount, the interest rate, Loan Service Fee, amortization schedule and Semiannual Loan Payment amount.

(7) “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.

(8) “Gross Revenues” shall mean all income or earnings received by the Project Sponsor from the ownership or operation of its Utility System, including investment income, all as calculated in accordance with generally accepted accounting principles. Gross Revenues shall not include proceeds from the sale or other disposition of any part of the Utility System, condemnation awards or proceeds of insurance, except use and occupancy or business interruption insurance, received with respect to the Utility System.

(9) “Loan” shall mean the amount of money to be loaned pursuant to this Agreement and subsequent amendments.

(10) “Loan Application” shall mean the completed form which provides all information required to support obtaining loan financial assistance from the Department.

(11) “Loan Debt Service Account” shall mean an account, or a separately identified component of a pooled cash or liquid account, with a Depository established by the Project Sponsor for the purpose of accumulating Monthly Loan Deposits and making Semiannual Loan Payments.

(12) “Loan Service Fee” shall mean an origination fee which shall be paid to the Department by the Project Sponsor.

(13) “Local Governmental Entity” means a county, municipality, or special district.

(14) “Monthly Loan Deposit” shall mean the monthly deposit to be made by the Project Sponsor to the Loan Debt Service Account.

(15) “Operation and Maintenance Expense” shall mean the costs of operating and maintaining the Utility System determined pursuant to generally accepted accounting principles, exclusive of interest on any debt payable from Gross Revenues, depreciation, and any other items not requiring the expenditure of cash.

(16) “Parity Debt” shall mean any debt obligations issued that are on an equal commercial lien position with this Loan.

(17) “Pledged Revenues” shall mean the specific revenues pledged as security for repayment of the Loan and shall be the Gross Revenues derived yearly from the operation of the Utility System after payment of the Operation and Maintenance Expense and the satisfaction of all yearly payment obligations on account of the Senior Revenue Debt and any senior or parity obligations issued pursuant to Section 7.02 of this Agreement.

(18) "Project" shall mean the Design Activities for surface water discharge elimination.

(19) "Semiannual Loan Payment" shall mean the payment due from the Project Sponsor to the Department at six-month intervals.

(20) "Senior Revenue Debt" shall mean the following debt obligations:

(a) City of Green Cove Springs, Florida, Water System Revenue Note, Series 2019, issued in the amount of \$1,500,000, pursuant to Resolution No. R-08-2019, supplementing Ordinance No. O-07-2019; and

(b) Any refunding bonds issued to refund the obligations identified above provided such bonds shall not increase annual debt service during the repayment period of this Loan.

(21) "Utility System" shall mean all devices and facilities of the Water System owned by the Project Sponsor.

(22) "Water System" shall mean all facilities owned by the Project Sponsor for supplying and distributing water for residential, commercial, industrial, and governmental use.

1.02. CORRELATIVE WORDS.

Words of the masculine gender shall be understood to include correlative words of the feminine and neuter genders. Unless the context shall otherwise indicate, the singular shall include the plural and the word "person" shall include corporations and associations, including public entities, as well as natural persons.

ARTICLE II - WARRANTIES, REPRESENTATIONS AND COVENANTS

2.01. WARRANTIES, REPRESENTATIONS AND COVENANTS.

The Project Sponsor warrants, represents and covenants that:

(1) The Project Sponsor has full power and authority to enter into this Agreement and to comply with the provisions hereof.

(2) The Project Sponsor currently is not the subject of bankruptcy, insolvency, or reorganization proceedings and is not in default of, or otherwise subject to, any agreement or any law, administrative regulation, judgment, decree, note, resolution, charter or ordinance which would currently restrain or enjoin it from entering into, or complying with, this Agreement.

(3) There is no material action, suit, proceeding, inquiry or investigation, at law or in equity, before any court or public body, pending or, to the best of the Project Sponsor's knowledge, threatened, which seeks to restrain or enjoin the Project Sponsor from entering into or complying with this Agreement.

(4) The Project Sponsor shall undertake the Project on its own responsibility, to the extent permitted by law.

(5) To the extent permitted by law, the Project Sponsor shall release and hold harmless the State, its officers, members, and employees from any claim arising in connection with the Project Sponsor's actions or omissions in its Design Activities financed by this Loan.

(6) All Project Sponsor representations to the Department, pursuant to the Loan Application and Agreement, were true and accurate as of the date such representations were made. The financial information delivered by the Project Sponsor to the Department was current and correct as of the date such information was delivered. The Project Sponsor shall comply with Chapter 62-552, Florida Administrative Code, and all applicable State and Federal laws, rules, and regulations which are identified in the Loan Application or Agreement. To the extent that any assurance, representation, or covenant requires a future action, the Project Sponsor shall take such action to comply with this agreement.

(7) The Project Sponsor shall maintain records using Generally Accepted Accounting principles established by the Financial Accounting Standards Board. As part of its bookkeeping system, the Project Sponsor shall keep accounts of the Utility System separate from all other accounts and it shall keep accurate records of all revenues, expenses, and expenditures relating to the Utility System, and of the Pledged Revenues, Loan disbursement receipts, and Loan Debt Service Account.

(8) In the event the anticipated Pledged Revenues are shown by the Project Sponsor's annual budget to be insufficient to make the Semiannual Loan Payments for such Fiscal Year when due, the Project Sponsor shall include in such budget other legally available non-ad valorem funds which will be sufficient, together with the Pledged Revenues, to make the Semiannual Loan Payments. Such other legally available non-ad valorem funds shall be budgeted in the regular annual governmental budget and designated for the purpose provided by this Subsection, and the Project Sponsor shall collect such funds for application as provided herein. The Project Sponsor shall notify the Department immediately in writing of any such budgeting of other legally available non-ad valorem funds. Nothing in this covenant shall be construed as creating a pledge, lien, or charge upon any such other legally available non-ad valorem funds; requiring the Project Sponsor to levy or appropriate ad valorem tax revenues; or preventing the Project Sponsor from pledging to the payment of any bonds or other obligations all or any part of such other legally available non-ad valorem funds.

(9) Pursuant to Section 216.347 of the Florida Statutes, the Project Sponsor shall not use this Loan for the purpose of lobbying the Florida Legislature, the Judicial Branch, or a State agency.

(10) The Project Sponsor agrees to complete the Design Activities in accordance with the schedule set forth in Section 10.07. Delays incident to strikes, riots, acts of God, and other events beyond the reasonable control of the Project Sponsor are excepted. However, there shall be no resulting diminution or delay in the Semiannual Loan Payment or the Monthly Loan Deposit.

(11) The Project Sponsor covenants that this Agreement is entered into for the purpose of completing Design Activities in order to construct facilities which will, in all events, serve a public purpose.

2.02. LEGAL AUTHORIZATION.

Upon signing this Agreement, the Project Sponsor’s legal counsel hereby expresses the opinion, subject to laws affecting the rights of creditors generally, that:

(1) This Agreement has been duly authorized by the Project Sponsor and shall constitute a valid and legal obligation of the Project Sponsor enforceable in accordance with its terms upon execution by both parties; and

(2) This Agreement identifies the revenues pledged for repayment of the Loan, and the pledge is valid and enforceable.

2.03. AUDIT AND MONITORING REQUIREMENTS.

The Project Sponsor agrees to the following audit and monitoring requirements.

(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 |
| 4D-02D37923-0 | EPA | 66.468 | Capitalization Grants for Drinking Water State Revolving Fund | \$2,171,400 | 140129 |

(2) Audits.

(a) In the event that the Project Sponsor expends \$750,000 or more in Federal awards in its fiscal year, the Project Sponsor must have a Federal single audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. In determining the Federal awards expended in its fiscal year, the Project Sponsor shall consider all sources of Federal awards, including Federal resources received from the Department. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200, Subpart F. An audit of the Project Sponsor conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200, Subpart F, will meet the requirements of this part.

(b) In connection with the audit requirements addressed in the preceding paragraph (a), the Project Sponsor shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR Part 200, Subpart F.

(c) If the Project Sponsor expends less than \$750,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F, is not required. The Project Sponsor shall inform the Department of findings and recommendations

pertaining to the State Revolving Fund in audits conducted by the Project Sponsor. In the event that the Project Sponsor expends less than \$750,000 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from Project Sponsor resources obtained from other than Federal entities).

(d) The Project Sponsor may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at <https://sam.gov/>.

(3) Report Submission.

(a) Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F, and required by Subsection 2.03(2) of this Agreement shall be submitted, when required by 2 CFR Part 200, Subpart F, by or on behalf of the Project Sponsor directly to each of the following:

(i) The Department at one of the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of the Inspector General, MS40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-30000

Electronically:

FDEPSingleAudit@dep.state.fl.us

(ii) The Federal Audit Clearinghouse designated in 2 CFR Section 200.501(a) at the following address:

<https://harvester.census.gov/facweb/>

(iii) Other Federal agencies and pass-through entities in accordance with 2 CFR Section 200.512.

(b) Pursuant to 2 CFR Part 200, Subpart F, the Project Sponsor shall submit a copy of the reporting package described in 2 CFR Part 200, Subpart F, and any management letters issued by the auditor, to the Department at the address listed under Subsection 2.03(3)(a)(i) of this Agreement.

(c) Any reports, management letters, or other information required to be submitted to the Department pursuant to this Agreement shall be submitted timely in accordance with 2 CFR Part 200, Subpart F, Florida Statutes, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

(d) Project Sponsors, when submitting financial reporting packages to the Department for audits done in accordance with 2 CFR Part 200, Subpart F, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor

General, should indicate the date that the reporting package was delivered to the Project Sponsor in correspondence accompanying the reporting package.

(4) Record Retention.

The Project Sponsor shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date of the Final Amendment, and shall allow the Department, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The Project Sponsor shall ensure that working papers are made available to the Department, or its designee, Chief Financial Officer, or Auditor General upon request for a period of five years from the date of the Final Amendment, unless extended in writing by the Department.

(5) Monitoring.

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F, as revised (see audit requirements above), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by 2 CFR Part 200, Subpart F., and/or other procedures. By entering into this Agreement, the Project Sponsor agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department. In the event the Department determines that a limited scope audit of the Project Sponsor is appropriate, the Project Sponsor agrees to comply with any additional instructions provided by the Department to the Project Sponsor regarding such audit. The Project Sponsor understands its duty, pursuant to Section 20.055(5), F.S., to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. The Project Sponsor will comply with this duty and ensure that any subcontracts issued under this Agreement will impose this requirement, in writing, on its subcontractors.

ARTICLE III - LOAN REPAYMENT ACCOUNT

3.01. LOAN DEBT SERVICE ACCOUNT.

The Project Sponsor shall establish a Loan Debt Service Account with a Depository and begin making Monthly Loan Deposits no later than the date set forth for such action in Section 10.07 of this Agreement.

Beginning six months prior to each Semiannual Loan Payment, the Project Sponsor shall make six Monthly Loan Deposits. The first five deposits each shall be at least equal to one-sixth of the Semiannual Loan Payment. The sixth Monthly Loan Deposit shall be at least equal to the amount required to make the total on deposit in the Loan Debt Service Account equal to the Semiannual Loan Payment amount, taking into consideration investment earnings credited to the account pursuant to Section 3.02.

Any month in which the Project Sponsor fails to make a required Monthly Loan Deposit, the Project Sponsor's chief financial officer shall notify the Department of such failure. In addition, the Project Sponsor agrees to budget, by amendment if necessary, payment to the Department from other legally available non-ad valorem funds all sums becoming due before the same become delinquent. This requirement shall not be construed to give superiority to the

Department's claim on any revenues over prior claims of general creditors of the Project Sponsor, nor shall it be construed to give the Department the power to require the Project Sponsor to levy and collect any revenues other than Pledged Revenues.

3.02. INVESTMENT OF LOAN DEBT SERVICE ACCOUNT MONEYS.

Moneys on deposit in the Loan Debt Service Account shall be invested pursuant to the laws of the State of Florida. Such moneys may be pooled for investment purposes. The maturity or redemption date of investments shall be not later than the date upon which such moneys may be needed to make Semiannual Loan Payments. The investment earnings shall be credited to the Loan Debt Service Account and applied toward the Monthly Loan Deposit requirements.

3.03. LOAN DEBT SERVICE ACCOUNT WITHDRAWALS.

The withdrawal of moneys from the Loan Debt Service Account shall be for the sole purpose of making the Semiannual Loan Payment or for discharging the Project Sponsor's obligations pursuant to Section 8.01.

3.04. ASSETS HELD IN TRUST.

The assets in all accounts created under this Loan Agreement shall be held in trust for the purposes provided herein and used only for the purposes and in the manner prescribed in this Agreement; and, pending such use, said assets shall be subject to a lien and charge in favor of the Department.

ARTICLE IV - PROJECT INFORMATION

4.01. PROJECT CHANGES.

After the Department's environmental review has been completed, the Project Sponsor shall promptly notify the Department, in writing, of any Project change that would require a modification to the environmental information document.

4.02. CLOSE-OUT.

The Department shall conduct a final inspection of the Design Activities records. Following the inspection, deadlines for submitting additional disbursement requests, if any, shall be established, along with deadlines for uncompleted Loan requirements, if any. Deadlines shall be incorporated into the Loan Agreement by amendment. After the Department establishes the final costs to be financed by the Loan, the itemized costs will be adjusted by amendment. The Loan principal shall be reduced by any excess over the amount required to pay all approved costs. As a result of such adjustment, the Semiannual Loan Payment shall be reduced accordingly, as addressed in Section 10.05.

4.03. DISBURSEMENTS.

Disbursements shall be made only by the State Chief Financial Officer and only when the requests for such disbursements are accompanied by a Department certification that such

withdrawals are proper expenditures. Disbursements shall be made directly to the Project Sponsor for reimbursement of the incurred design costs and related services. Disbursements for materials, labor, or services shall be made upon receipt of the following:

(1) A completed disbursement request form signed by the Authorized Representative. Such requests must be accompanied by sufficiently itemized summaries of the materials, labor, or services to identify the nature of the work performed; the cost or charges for such work; and the person providing the service or performing the work; and proof of payment.

(2) A certification signed by the Authorized Representative as to the current estimated costs of the Project; that the materials, labor, or services represented by the invoice have been satisfactorily purchased, performed, or received.

(3) Such other certificates or documents by engineers, attorneys, accountants, contractors, or suppliers as may reasonably be required by the Department.

Requests by the Project Sponsor for disbursements of the design funds shall be made using the Department's disbursement request form. The Department reserves the right to retain 25% of the funds until the information necessary for the Department to prepare the Environmental Information Document as described in Rule 62-552.680, Florida Administrative Code, has been provided.

ARTICLE V - RATES AND USE OF THE UTILITY SYSTEM

5.01. RATE COVERAGE.

The Project Sponsor shall maintain rates and charges for the services furnished by the Utility System which will be sufficient to provide, in each Fiscal Year, Pledged Revenues equal to or exceeding 1.15 times the sum of the Semiannual Loan Payments due in such Fiscal Year. In addition, the Project Sponsor shall satisfy the coverage requirements of all Senior Revenue Debt and Parity Debt obligations.

5.02. NO FREE SERVICE.

The Project Sponsor shall not permit connections to, or furnish any services afforded by, the Utility System without making a charge therefore based on the Project Sponsor's uniform schedule of rates, fees, and charges.

5.03. RESERVED.

5.04. NO COMPETING SERVICE.

The Project Sponsor shall not allow any person to provide any services which would compete with the Utility System so as to adversely affect Gross Revenues.

5.05. MAINTENANCE OF THE UTILITY SYSTEM.

The Project Sponsor shall operate and maintain the Utility System in a proper, sound and economical manner and shall make all necessary repairs, renewals and replacements.

5.06. ADDITIONS AND MODIFICATIONS.

The Project Sponsor may make any additions, modifications or improvements to the Utility System which it deems desirable and which do not materially reduce the operational integrity of any part of the Utility System. All such renewals, replacements, additions, modifications and improvements shall become part of the Utility System.

5.07. COLLECTION OF REVENUES.

The Project Sponsor shall use its best efforts to collect all rates, fees and other charges due to it. The Project Sponsor shall establish liens on premises served by the Utility System for the amount of all delinquent rates, fees and other charges where such action is permitted by law. The Project Sponsor shall, to the full extent permitted by law, cause to discontinue the services of the Utility System and use its best efforts to shut off water service furnished to persons who are delinquent beyond customary grace periods in the payment of Utility System rates, fees and other charges.

ARTICLE VI - DEFAULTS AND REMEDIES

6.01. EVENTS OF DEFAULT.

Upon the occurrence of any of the following events (the Events of Default) all obligations on the part of Department to make any further disbursements hereunder shall, if Department elects, terminate. The Department may, at its option, exercise any of its remedies set forth in this Agreement, but Department may make any disbursements or parts of disbursements after the happening of any Event of Default without thereby waiving the right to exercise such remedies and without becoming liable to make any further disbursement:

- (1) Failure to make any Monthly Loan Deposit or to make any installment of the Semiannual Loan Payment when it is due and such failure shall continue for a period of 15 days.
- (2) Except as provided in Subsection 6.01(1) failure to comply with the provisions of this Agreement, failure in the performance or observance of any of the covenants or actions required by this Agreement or the Suspension of this Agreement by the Department pursuant to Section 8.11 below, and such failure shall continue for a period of 30 days after written notice thereof to the Project Sponsor by the Department.
- (3) Any warranty, representation or other statement by, or on behalf of, the Project Sponsor contained in this Agreement or in any information furnished in compliance with, or in reference to, this Agreement, which is false or misleading, or if Project Sponsor shall fail to keep, observe or perform any of the terms, covenants, representations or warranties contained in this Agreement, the Note, or any other document given in connection with the Loan (provided, that with respect to non-monetary defaults, Department shall give written notice to Project Sponsor,

which shall have 30 days to cure any such default), or is unable or unwilling to meet its obligations thereunder.

(4) An order or decree entered, with the acquiescence of the Project Sponsor, appointing a receiver of any part of the Utility System or Gross Revenues thereof; or if such order or decree, having been entered without the consent or acquiescence of the Project Sponsor, shall not be vacated or discharged or stayed on appeal within 60 days after the entry thereof.

(5) Any proceeding instituted, with the acquiescence of the Project Sponsor, for the purpose of effecting a composition between the Project Sponsor and its creditors or for the purpose of adjusting the claims of such creditors, pursuant to any federal or state statute now or hereafter enacted, if the claims of such creditors are payable from Gross Revenues of the Utility System.

(6) Any bankruptcy, insolvency or other similar proceeding instituted by, or against, the Project Sponsor under federal or state bankruptcy or insolvency law now or hereafter in effect and, if instituted against the Project Sponsor, is not dismissed within 60 days after filing.

(7) Any charge is brought alleging violations of any criminal law in the implementation of the Project or the administration of the proceeds from this Loan against one or more officials of the Project Sponsor by a State or Federal law enforcement authority, which charges are not withdrawn or dismissed within 60 days following the filing thereof.

(8) Failure of the Project Sponsor to give immediate written notice of its knowledge of a potential default or an event of default, hereunder, to the Department and such failure shall continue for a period of 30 days.

6.02. REMEDIES.

All rights, remedies, and powers conferred in this Agreement and the transaction documents are cumulative and are not exclusive of any other rights or remedies, and they shall be in addition to every other right, power, and remedy that Department may have, whether specifically granted in this Agreement or any other transaction document, or existing at law, in equity, or by statute. Any and all such rights and remedies may be exercised from time to time and as often and in such order as Department may deem expedient. Upon any of the Events of Default and subject to the rights of others having prior liens on the Pledged Revenues, the Department may enforce its rights by, *inter alia*, any of the following remedies:

(1) By mandamus or other proceeding at law or in equity, cause to establish rates and collect fees and charges for use of the Utility System, and to require the Project Sponsor to fulfill this Agreement.

(2) By action or suit in equity, require the Project Sponsor to account for all moneys received from the Department or from the ownership of the Utility System and to account for the receipt, use, application, or disposition of the Pledged Revenues.

(3) By action or suit in equity, enjoin any acts or things which may be unlawful or in violation of the rights of the Department.

(4) By applying to a court of competent jurisdiction, cause to appoint a receiver to manage the Utility System, establish and collect fees and charges, and apply the revenues to the reduction of the obligations under this Agreement.

(5) By certifying to the Auditor General and the Chief Financial Officer delinquency on loan repayments, the Department may intercept the delinquent amount plus six percent, expressed as an annual interest rate, penalty of the amount due to the Department from any unobligated funds due to the Project Sponsor under any revenue or tax sharing fund established by the State, except as otherwise provided by the State Constitution or State law. Penalty interest shall accrue on any amount due and payable beginning on the 30th day following the date upon which payment is due.

(6) By notifying financial market credit rating agencies and potential creditors.

(7) By suing for payment of amounts due, or becoming due, with interest on overdue payments together with all costs of collection, including attorneys' fees.

(8) By accelerating the repayment schedule or increasing the interest rate on the unpaid principal of the Loan to as much as 1.667 times the Loan interest rate.

6.03. DELAY AND WAIVER.

No course of dealing between Department and Project Sponsor, or any failure or delay on the part of Department in exercising any rights or remedies hereunder, shall operate as a waiver of any rights or remedies of Department, and no single or partial exercise of any rights or remedies hereunder shall operate as a waiver or preclude the exercise of any other rights or remedies hereunder. No delay or omission by the Department to exercise any right or power accruing upon Events of Default shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence therein, and every such right and power may be exercised as often as may be deemed expedient. No waiver or any default under this Agreement shall extend to or affect any subsequent Events of Default, whether of the same or different provision of this Agreement, or shall impair consequent rights or remedies.

ARTICLE VII - THE PLEDGED REVENUES

7.01. SUPERIORITY OF THE PLEDGE TO THE DEPARTMENT.

From and after the effective date of this Agreement, the Department shall have a lien on the Pledged Revenues, which along with any other Department State Revolving Fund liens on the Pledged Revenues, of equal priority, will be prior and superior to any other lien, pledge or assignment with the following exception. All obligations of the Project Sponsor under this Agreement shall be junior, inferior, and subordinate in all respects in right of payment and security to the Senior Revenue Debt defined in Section 1.01 of this Agreement and to any additional senior obligations issued with the Department's consent pursuant to Section 7.02. The Department may release its lien on such Pledged Revenues in favor of the Department if the Department makes a determination in its sole discretion, based upon facts deemed sufficient by the Department, that the remaining Pledged Revenues will, in each Fiscal Year, equal or exceed 1.15 times the debt service coming due in each Fiscal Year under the terms of this Agreement.

7.02. ADDITIONAL DEBT OBLIGATIONS.

The Project Sponsor may issue additional debt obligations on a parity with, or senior to, the lien of the Department on the Pledged Revenues provided the Department's written consent is obtained. Such consent may be granted if the Project Sponsor demonstrates at the time of such issuance that the Pledged Revenues, which may take into account reasonable projections of growth of the Utility System and revenue increases, plus revenues to be pledged to the additional proposed debt obligations will, during the period of time Semiannual Loan Payments are to be made under this Agreement, equal or exceed 1.15 times the annual combined debt service requirements of this Agreement and the obligations proposed to be issued by the Project Sponsor and will satisfy the coverage requirements of all other debt obligations secured by the Pledged Revenues.

ARTICLE VIII - GENERAL PROVISIONS

8.01. DISCHARGE OF OBLIGATIONS.

All Semiannual Loan payments required to be made under this Agreement shall be cumulative and any deficiencies in any Fiscal Year shall be added to the payments due in the succeeding year and all years thereafter until fully paid. Payments shall continue to be secured by this Agreement until all of the payments required shall be fully paid to the Department. If at any time the Project Sponsor shall have paid, or shall have made provision for the timely payment of, the entire principal amount of the Loan and interest, the pledge of, and lien on, the Pledged Revenues to the Department shall be no longer in effect. Deposit of sufficient cash, securities, or investments, authorized by law, from time to time, may be made to effect defeasance of this Loan. However, the deposit shall be made in irrevocable trust with a banking institution or trust company for the sole benefit of the Department. There shall be no penalty imposed by the Department for early retirement of this Loan.

8.02. PROJECT RECORDS AND STATEMENTS.

Books, records, reports, engineering documents, contract documents, and papers shall be available to the authorized representatives of the Department for inspection at any reasonable time after the Project Sponsor has received a disbursement and until five years after the Final Amendment date.

8.03. ACCESS TO PROJECT SITE.

The Project Sponsor shall provide access to offices and other sites where Design Activities or Project work (if financed by this Loan) is ongoing, or has been performed, to authorized representatives of the Department at any reasonable time. The Project Sponsor shall cause its engineers and contractors to provide copies of relevant records and statements for inspection.

8.04. ASSIGNMENT OF RIGHTS UNDER AGREEMENT.

The Department may assign any part of its rights under this Agreement after notification to the Project Sponsor. The Project Sponsor shall not assign rights created by this Agreement without the written consent of the Department.

8.05. AMENDMENT OF AGREEMENT.

This Agreement may be amended, except that no amendment shall be permitted which is inconsistent with statutes, rules, regulations, executive orders, or written agreements between the Department and the U.S. Environmental Protection Agency (EPA). A Final Amendment establishing the final costs financed by this Loan and the actual Loan Service Fee shall be completed after the Department's final inspection of relevant documents and records.

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.

8.07. SEVERABILITY CLAUSE.

If any provision of this Agreement shall be held invalid or unenforceable, the remaining provisions shall be construed and enforced as if such invalid or unenforceable provision had not been contained herein.

8.08. RESERVED.

8.09. PUBLIC RECORDS ACCESS.

(1) The Project Sponsor shall comply with Florida Public Records law under Chapter 119, F.S. Records made or received in conjunction with this Agreement are public records under Florida law, as defined in Section 119.011(12), F.S. The Project Sponsor shall keep and maintain public records required by the Department to perform the services under this Agreement.

(2) This Agreement may be unilaterally canceled by the Department for refusal by the Project Sponsor to either provide to the Department upon request, or to allow inspection and copying of all public records made or received by the Project Sponsor in conjunction with this Agreement and subject to disclosure under Chapter 119, F.S., and Section 24(a), Article I, Florida Constitution.

(3) IF THE PROJECT SPONSOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PROJECT SPONSOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS AT (850)245-2118, by email at public.services@dep.state.fl.us, or at the mailing address below:

**Department of Environmental Protection
ATTN: Office of Ombudsman and Public Services
Public Records Request
3900 Commonwealth Blvd, MS 49
Tallahassee, FL 32399**

8.10. SCRUTINIZED COMPANIES.

(1) The Project Sponsor certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Project Sponsor or its subcontractors are found to have submitted a false certification; or if the Project Sponsor, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

(2) If this Agreement is for more than one million dollars, the Project Sponsor certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Project Sponsor, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Project Sponsor, its affiliates, or its subcontractors are placed on the Scrutinized Companies that Boycott the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

(3) The Project Sponsor agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

(4) As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

8.11. SUSPENSION.

The Department may suspend any or all of its obligations to Loan or provide financial accommodation to the Project Sponsor under this Agreement in the following events, as determined by the Department:

- (1) The Project Sponsor abandons or discontinues the Project before its completion,
- (2) The commencement, prosecution, or timely completion of the Project by the Project Sponsor is rendered improbable or the Department has reasonable grounds to be insecure in Project Sponsor's ability to perform, or
- (3) The implementation of the Project is determined to be illegal, or one or more officials of the Project Sponsor in responsible charge of, or influence over, the Project is charged with violating any criminal law in the implementation of the Project or the administration of the proceeds from this Loan.

The Department shall notify the Project Sponsor of any suspension by the Department of its obligations under this Agreement, which suspension shall continue until such time as the event or condition causing such suspension has ceased or been corrected, or the Department has re-instated the Agreement.

Project Sponsor shall have no more than 30 days following notice of suspension hereunder to remove or correct the condition causing suspension. Failure to do so shall constitute a default under this Agreement.

Following suspension of disbursements under this Agreement, the Department may require reasonable assurance of future performance from Project Sponsor prior to re-instating the Loan. Such reasonable assurance may include, but not be limited to, a payment mechanism using two party checks, escrow or obtaining a Performance Bond for the work remaining.

Following suspension, upon failure to cure, correct or provide reasonable assurance of future performance by Project Sponsor, the Department may exercise any remedy available to it by this Agreement or otherwise and shall have no obligation to fund any remaining Loan balance under this Agreement.

8.12. CIVIL RIGHTS.

The Project Sponsor shall comply with all Title VI requirements of the Civils Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and the Equal Employment Opportunity requirements (Executive Order 11246, as amended) which prohibit activities that are intentionally discriminatory and/or have a discriminatory effect based on race, color, national origin (including limited English proficiency), age, disability, or sex.

ARTICLE IX – RESERVED

ARTICLE X - DETAILS OF FINANCING

10.01. PRINCIPAL AMOUNT OF LOAN.

The principal amount of the Loan is \$2,195,000, which includes \$2,171,400 to be disbursed to the Project Sponsor and \$23,600 of Capitalized Interest.

Capitalized Interest is not disbursed to the Project Sponsor, but is amortized via periodic Loan repayments to the Department as if it were actually disbursed. Capitalized Interest is computed at the interest rate, or rates, set for the Loan. It accrues and is compounded annually from the time when disbursements are made until six months before the first Semiannual Loan Payment is due. Capitalized Interest is estimated prior to establishment of the schedule of actual disbursements.

10.02. LOAN SERVICE FEE.

The Loan Service Fee is estimated as \$43,428 for the Loan amount authorized to date. The fee represents two percent of the Loan amount excluding Capitalized Interest; that is, two percent of \$2,171,400. The Loan Service Fee is estimated at the time of execution of the loan agreement and shall be revised with any increase or decrease amendment. The Loan Service Fee is based on actual Project costs and will be assessed in the final Loan amendment. The Project Sponsor shall pay the Loan Service Fee from the first available repayments following the Final Amendment.

10.03. INTEREST RATE.

The rate of interest on the unpaid principal of the Loan amount specified in Section 10.01 is 2 percent per annum. However, if this Agreement is not executed by the Project Sponsor and returned to the Department before April 1, 2024, the interest rate may be adjusted.

10.04. LOAN TERM.

The Loan term shall be 10 years.

10.05. REPAYMENT SCHEDULE.

Repayments shall be made semiannually (twice per year). The Semiannual Loan Payment shall be computed based upon the principal amount of the Loan plus the estimated Loan Service Fee and the principle of level debt service. The Semiannual Loan Payment amount may be adjusted, by amendment of this Agreement, based upon revised information. After the final disbursement of Loan proceeds, the Semiannual Loan Payment shall be based upon the actual Project costs, the actual Loan Service Fee and Loan Service Fee capitalized interest, if any, and actual dates and amounts of disbursements, taking into consideration any previous payments. Actual Project costs shall be established after the Department's inspection of the completed Project and associated records. The Department will deduct the Loan Service Fee and any associated interest from the first available repayments following the Final Amendment.

Each Semiannual Loan Payment shall be in the amount of \$124,043 until the payment amount is adjusted by amendment. The interest portion of each Semiannual Loan Payment shall be computed on the unpaid balance of the principal amount of the Loan, which includes Capitalized Interest. Interest also shall be computed on the unpaid balance of the Loan Service Fee. Interest on the unpaid balance shall be computed as of the due date of each Semiannual Loan Payment.

Unless repayment is deferred by an amendment to this Agreement, Semiannual Loan Payments shall be received by the Department beginning on October 15, 2025 and semiannually thereafter on April 15 and October 15 of each year until all amounts due hereunder have been fully paid. Funds transfer shall be made by electronic means.

The Semiannual Loan Payment amount is based on the total amount owed of \$2,238,428, which consists of the Loan principal and the estimated Loan Service Fee.

10.06. PROJECT COSTS.

The Project Sponsor and the Department acknowledge that actual Project costs have not been determined as of the effective date of this Agreement. An adjustment may be made due to a reduction in the scope of work proposed for Loan funding as a result of the planning process. Capitalized Interest will be recalculated based on actual dates and amounts of Loan disbursements. The final costs shall be established in the final amendment. Changes in costs may also occur as a result of the Project Sponsor's audit or the Department's audit.

The Project Sponsor agrees to the following estimates of the Project costs:

| CATEGORY | PROJECT COSTS (\$) |
|-------------------------------|--------------------|
| Design Activities | 2,171,400 |
| Capitalized Interest | 23,600 |
| TOTAL (Loan Principal Amount) | 2,195,000 |

10.07. SCHEDULE.

All Design Activities shall be completed no later than the completion dates set forth below to enable the Department to accept the engineering documents.

(1) This Agreement shall be effective on August 9, 2023. Invoices submitted for work conducted on or after this date shall be eligible for reimbursement.

(2) Completion of all Design Activities for all Project facilities proposed for loan funding no later than April 15, 2025.

(3) Unless deferred by amendment, establish the Loan Debt Service Account and begin Monthly Loan Deposits no later than April 15, 2025.

(4) The first Semiannual Loan Payment in the amount of \$124,043 shall be due October 15, 2025.

10.08. SPECIAL CONDITIONS.

Prior to execution of this Agreement, the following items must be submitted:

- (1) A signed Consultants Competitive Negotiation Act certification; and
- (2) A signed contract between the engineering consulting firm and the Project Sponsor with specific details of the design work to be completed.

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ARTICLE XI - EXECUTION OF AGREEMENT

This Loan Agreement DW100440 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 Agreement to be executed on its behalf by the Secretary or Designee and the Project Sponsor has caused this Agreement to be executed on its behalf by its Authorized Representative and by its affixed seal. The effective date of this Agreement shall be as set forth below by the Department.

for
CITY OF GREEN COVE SPRINGS

Mayor

Attest:

I attest to the opinion expressed in Section 2.02, entitled Legal Authorization.

City Clerk
SEAL

City Attorney

for
STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

Secretary or Designee

Date



STAFF REPORT

CITY OF GREEN COVE SPRINGS, FLORIDA

TO: City Council **MEETING DATE:** March 12, 2024
FROM: Michael Daniels, AICP, Development Services Director
SUBJECT: Owens Subdivision, a replat of a portion of Block 46, North Suburbs of Green Cove Springs, identified as 900 and 902 Myrtle Avenue

BACKGROUND

Austin Burke, the agent for property owner David Owens, has submitted a replat of the two lots, 900 and 902 Myrtle Avenue and is proposing to divide them into three lots for single family residential development. The total acreage of the two lots are 1.62 acres which will be divided into 3 lots that are .53, .54 and .56 acres respectively. The zoning of this parcel is R-1, which requires a minimum of 70' of lot width and 7,000 square feet of lot area.

This plat has been reviewed by City Staff and on the City's behalf by CHW for compliance with Chapter 177, Florida Statutes.

Approval of this replat will enable residential development which conforms with surrounding development and meets City Zoning Code requirements.

Attachments:

- Plat Page 1
- Plat Page 2
- Boundary Survey
- Title Certification
- Site Plan

FISCAL IMPACT

This replat will establish three appropriately sized lots and enable three single-family residential homes to be developed in the Core City. This in-fill development will add to the City's tax base in an area where City services are already provided.

RECOMMENDATION

Approve the Owens Subdivision plat and authorize the Mayor to sign the plat.

OWENS' SUBDIVISION

PLAT BOOK PAGE
Sheet 1 of 2

A Minor Subdivision of land lying in and being a part of an unrecorded resubdivision of Blocks 45 and 46 of North Suburbs of Green Cove Springs, according to the plat thereof as recorded in Plat Book 2, Page 1 of the Public Records of Clay County, Florida.

SURVEYOR:
Knapp Surveying, Inc.
270 Southeast Palmetto Avenue
P.O. Box 386
Keystone Heights, Florida 32656

OWNER:
David Owens
7744 River Avenue
Fleming Island, FL 32003

Current Zoning: R1
Current Land Use: SF
Acres: 1.63±
Lots: 3

CERTIFICATE OF APPROVAL BY THE CITY COUNCIL

The City of Green Cove Springs City Council hereby approves this final plat of Owens' Subdivision this _____ day of _____, 2024.

Clerk of the City of Green Cove Springs

Mayor of the City of Green Cove Springs

CLERK'S CERTIFICATE

I certify that this plat was filed for recording on this _____ day of _____, 2024 in Plat Book _____, Pages _____ through _____ of the public records of Clay County, Florida.

Clerk of the Circuit Court

CERTIFICATE OF APPROVAL BY THE CITY ATTORNEY

The City of Green Cove Springs City Attorney hereby approves this final plat of Owens' Subdivision this _____ day of _____, 2024.

City Attorney

ADOPTION AND DEDICATION

This is to certify that David Owens, is the lawful owner of the property, described in the caption hereon, known as Owens' Subdivision and that it has caused the same to be surveyed and subdivided and that this plat, made in accordance with said survey, is hereby adopted as the true and correct plat of said Owens' Subdivision and that no part of this plat is dedicated to Green Cove Springs, Florida.

In witness whereof _____ has acknowledged these presents this _____ day of _____, 2024.

Witness

Print

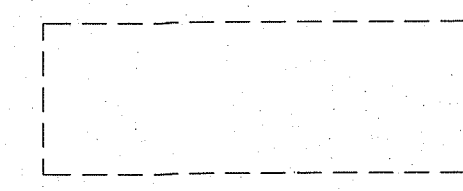
Owner

Witness

Print

STATE OF FLORIDA

The foregoing instrument was acknowledged before me this _____ day of _____, 2024, by David Owens. David Owens is personally known to me or has presented his _____ as identification.



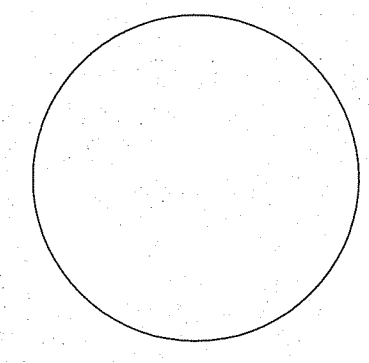
Notary Public, State of Florida

SURVEYOR'S CERTIFICATE

This is to certify that this plat is a correct representation of the lands surveyed, platted and described hereon, that Permanent Reference Monuments have been placed as shown on said plat in accordance with Chapter 177, Part 1, Florida Statutes, as amended, and that Permanent Control Points will be set as shown in accordance with said laws, that said survey was made under my responsible direction and supervision and that the survey data shown on said plat complies with all the requirements of said chapter.

Signed this _____ day of _____, 2024.

JOSEPH G. KNAPP
Florida Cert. No. 2061
Knapp Surveying, Inc., LB 7627
270 Southeast Palmetto Avenue
P.O. Box 386, Keystone Heights, Florida 32656

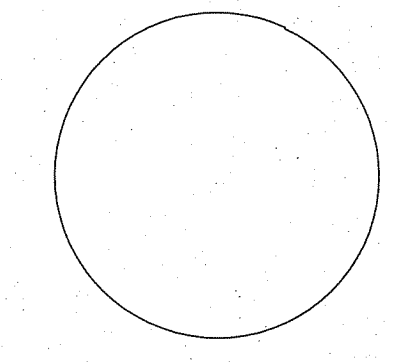


SURVEYOR'S CERTIFICATE OF REVIEW

The undersigned surveyor hereby certifies that he has been retained by the City of Green Cove Springs, Florida, to review this plat on behalf of the City of Green Cove Springs, in accordance with the requirements of Section 177.081(1), Florida Statutes as amended, and has determined that said plat conforms with the requirements of Chapter 177, Part 1, Florida Statutes and with the requirements of the City of Green Cove Springs, Florida.

The undersigned did not prepare this plat and his review and certification does not include computation or field verification of any point or measurements. This certificate is made as of the ____ day of _____, 2024.

ROGER L. MULLINS
Florida Cert. No. 5554



* REVISIONS:
1. _____
2. _____
3. _____

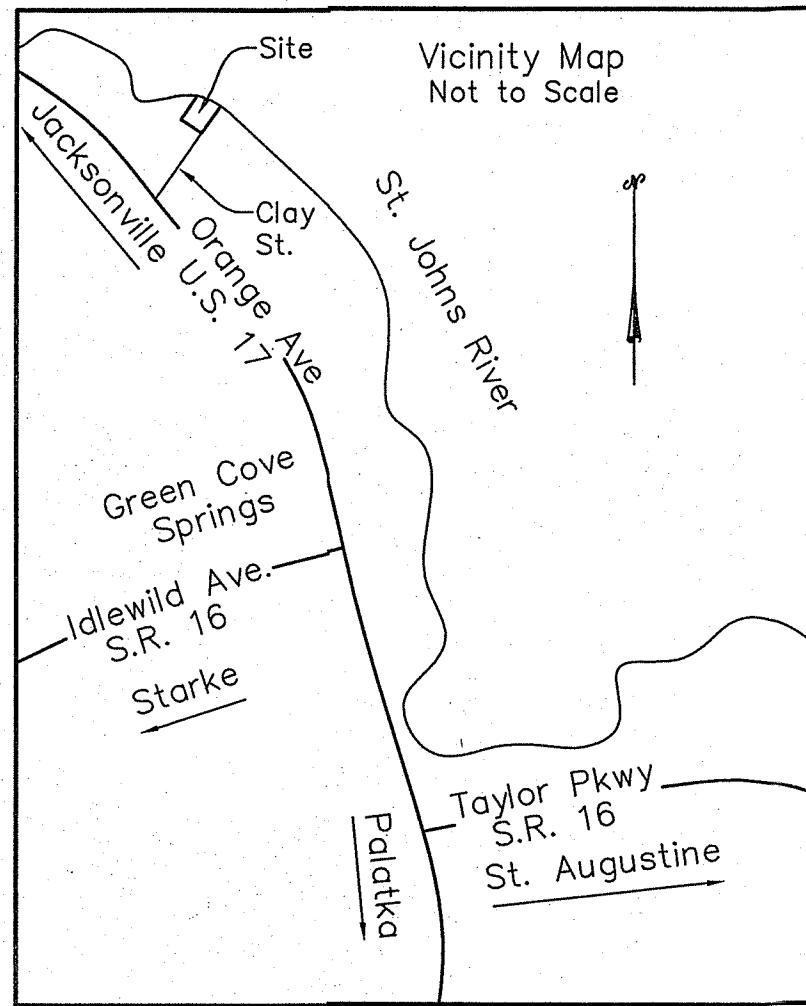
Knapp Surveying, Inc.
Land Surveying and Drafting Services
Voice: (352) 473-3166 Fax: (352) 473-2998
270 Southeast Palmetto Avenue
P.O. Box 386, Keystone Heights, Florida 32656

OWENS' SUBDIVISION

PLAT BOOK PAGE

Sheet 2 of 2

A Minor Subdivision of land lying in and being a part of an unrecorded resubdivision of Blocks 45 and 46 of North Suburbs of Green Cove Springs, according to the plat thereof as recorded in Plat Book 2, Page 1 of the Public Records of Clay County, Florida.



Notice: This plat, as recorded in its graphic form, is the official depiction of the subdivided land described herein and will in no circumstances be supplanted in authority by any other graphic or digital form of the plat. There may be additional restrictions that are not recorded on this plat that may be found in the public records of this county.

Building Setback Lines:

- Front: 20 feet
- Corner Side: 15 feet
- Side: 10 feet
- Rear: 10 feet

General Notes:

1. Bearings refer to the Northerly right-of-way line of Clay Street, being N 25°54'00" East, Record Bearings.
2. Method of Balancing the Survey Closure was by the Compass Rule. Error of Closure = 1:13573'.
3. Electric service provided by the City of Green Cove Springs.
4. Water and Sewer service provided by the City of Green Cove Springs.

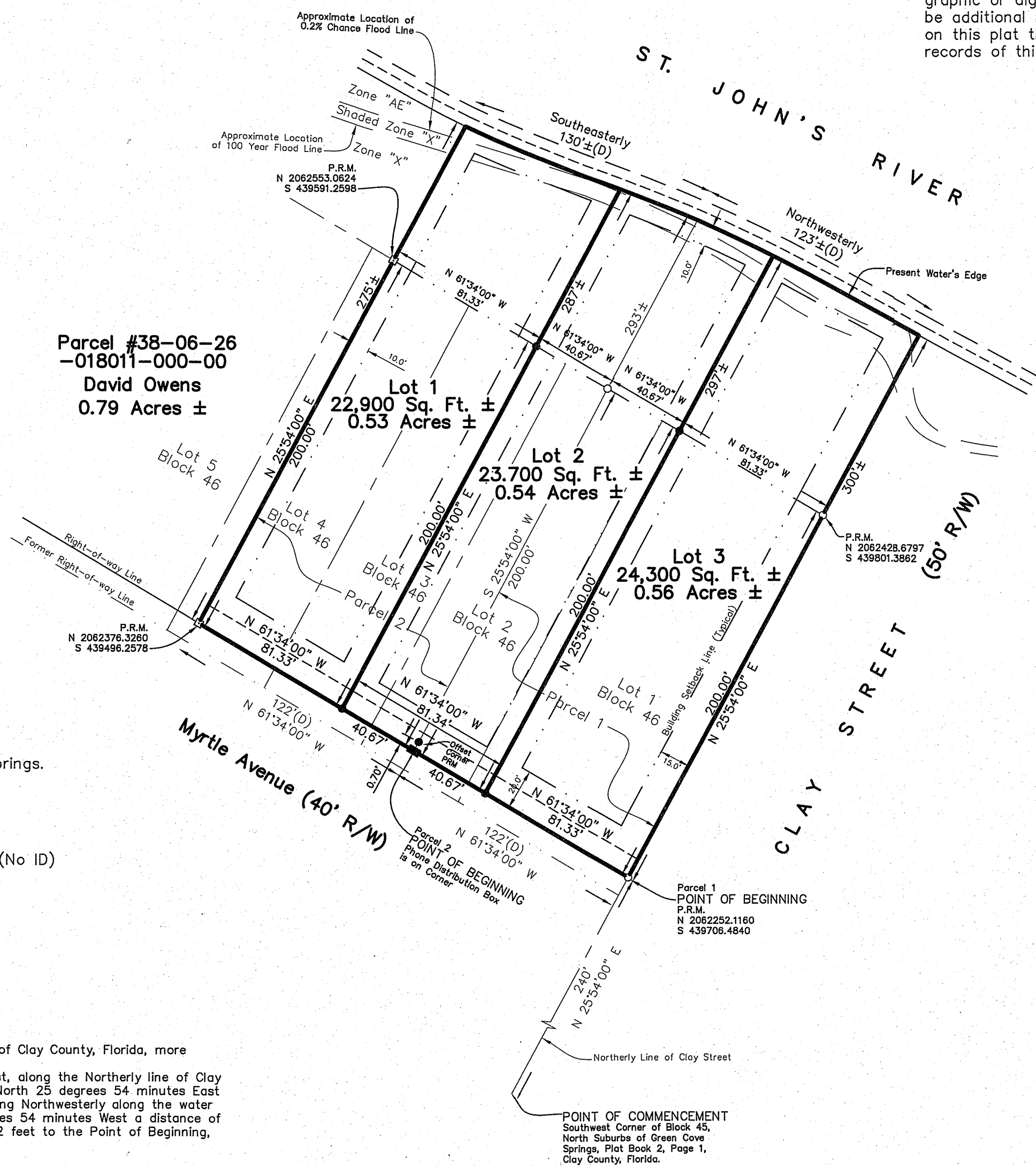
- - Denotes Found 4"x4" Concrete Monument w/ 1/2" Iron Rod (No ID)
- - Denotes Found 1 1/2" Iron Pipe (No ID)
- - Denotes Found 1 1/2" Iron Rod (#2061)

CAPTION

Parcel #38-06-26-018009-000-00 (Parcel 1)
A part of Block 46, North Suburbs of Green Cove Springs, Plat Book 2, Page 1, Public Records of Clay County, Florida, more particularly described as follows:
Commencing at the Southwest corner of Block 45, run thence North 25 degrees 54 minutes East, along the Northerly line of Clay Street a distance of 240 feet to the Point of Beginning; thence continuing along same course North 25 degrees 54 minutes East a distance of 300 feet, more or less, to the water line of the St. Johns River; thence meandering Northwestery along the water line of St. Johns River a distance of 123 feet, more or less, to a point; thence South 25 degrees 54 minutes West a distance of 293 feet, more or less, to a point; thence South 61 degrees 34 minutes East a distance of 122 feet to the Point of Beginning, together with all riparian rights therunto belonging.

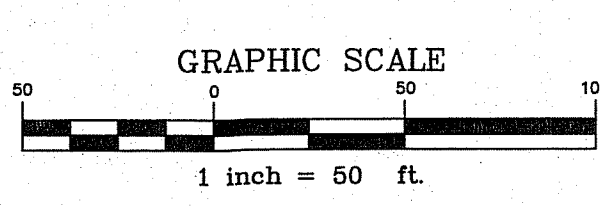
Parcel #38-06-26-018010-000-00 (Parcel 2)
Commencing at the Northwest corner of Clay Street and Saint Johns Avenue in the City of Green Cove Springs and run North 25 degrees 54 minutes East a distance of 240 feet to an iron pipe; thence turn and run North 61 degrees 34 minutes West a distance of 122 feet to an iron and the Point or Place of Beginning; thence turn and run North 25 degrees 54 minutes East a distance of 290 feet more or less to the shores of the Saint Johns River; from the Point or Place of Beginning thence run North 61 degrees 34 minutes West a distance of 122 feet to an iron; thence turn and run North 25 degrees 54 minutes East a distance of 275 feet more or less to the shores of the Saint Johns River; thence turn and run Southeastery along the shore of the Saint Johns River a distance of 130 feet more or less to the point where the first call above mentioned reaches the Saint Johns River; being a lot in the re-subdivision (unrecorded) of Blocks 45 and 46, North Suburbs of Green Cove Springs, as show on map or plat in Plat Book 2, Page 1, Public Records of Clay County, Florida.

Lands shown hereon lie in Flood Insurance Rate Maps, Flood Zones "X & AE". Flood Boundary lines if any are shown by scale, from the Federal Emergency Management Agency (FEMA) Flood Insurance Rate Maps Community Panel Number 120065 0193 E is not field verified and must not be assumed to be correct. Flood information shown must be confirmed by FEMA, by the Community Floodplain Management or by others.



ABBREVIATION SCHEDULE

| | R/W |
|----------------------------|-------|
| Right of Way | O.R. |
| Official Records | Δ |
| Central Angle | L |
| Length | R |
| Radius | Ch |
| Chord | I.D. |
| Identification Number | deg |
| Degrees | min |
| Minutes | sec |
| Seconds | (A) |
| Actual | (D) |
| Deed | (P) |
| Plat | |
| Denotes Iron Corner | ○ |
| Denotes Concrete Monument | □ |
| Denotes Power Line & Poles | -P-P- |
| Denotes Fence Line | -X-X- |
| Denotes Centerline | -·-·- |
| Denotes Not to Scale | ~ |



* REVISIONS:

- 1.
- 2.
- 3.

Knapp Surveying, Inc.
Land Surveying and Drafting Services
Voice: (352) 473-3166 Fax: (352) 473-2998
270 Southeast Palmetto Avenue
P.O. Box 386, Keystone Heights, Florida 32656

Dale S. Wilson
Attorney at Law

718 N. ORANGE AVENUE
 P.O. BOX 1808
 GREEN COVE SPRINGS, FLORIDA
 32043

TELEPHONE:
 GREEN COVE SPRINGS
 (904) 284-5618

ORANGE PARK
 JACKSONVILLE
 MIDDLEBURG
 (904) 264-1512
 FAX (904) 284-5937

EMAIL: WILSDALE@BELLSOUTH.NET

OPINION OF TITLE

December 12, 2023

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

RE: 900 Myrtle Ave., Green Cove Springs, FL 32043

Pursuant to Chapter 177, Florida Statutes, please be advised that I have reviewed a title search of the public records of Clay County, Florida, provided by Westcor Land Title Insurance Company, as to the legal description attached hereto as Exhibit "A: through December 8, 2023 at 8:00 a.m. and certify that the owners of record are Marsha Turner Owens and David L. Owens, her spouse, by virtue of Warranty Deed recorded in O. R. Book 4380, page 2116 public records of Clay County, Florida.

Liens, encumbrances and other instruments of record affecting the title to the above referenced property are as follows:

1. Restrictions, dedications, reservations, setbacks and easements, if any, as indicated and/or shown on that certain Plat recorded in Plat Book 2, at Page 1, of the public records of Clay County, Florida.

The Ad Valorem Real Estate Taxes for the year 2023 and prior years have been paid.
 Parcel ID No. 38-06-26-018009-000-00.

IN WITNESS WHEREOF, Dale S. Wilson has issued this Opinion of Title this 12th day of December, 2023.

Dale S. Wilson

 Dale S. Wilson
 PO Box 1808
 Green Cove Springs, FL 32043
 Telephone: (904) 284-5618
 Electronic mail: wilsdale@bellsouth.net
 Florida Bar No. 176945

Westcor Land Title Insurance Company
ALTA 6-17-06 OWNER'S POLICY (With Florida Modifications)

Schedule A

Name and Address of Title Insurance Company: **Westcor Land Title Insurance Company, 875 Concourse Parkway South, Ste., 200, Maitland, FL 32751, Phone No.: (407) 629-5842.**

State: **Florida** County: **Clay**

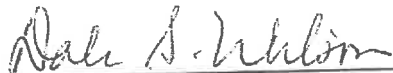
| | | | | |
|--------------------------------------|---|--|--|------------------------------|
| Agent File No. #: 2023-106 | Policy Number OP-25-FL1385-15001061 | Effective Date May 3, 2023 @ 3:49 PM | Amount of Insurance \$533,000.00 | Premium \$2,740.00 |
| Plant File #: 23-014902 | | Simultaneous #: | | Reinsurance #: |

Address Reference: **902 Myrtle Avenue, Green Cove Springs, FL 32043**

1. Name of Insured: **David Owens and Marsha Owens**
2. The estate or interest in the Land that is insured by this policy is:

Fee Simple
3. Title is vested in **David Owens and Marsha Owens**
4. The land referred to herein is described as follows:

See Schedule A – Continuation Page for Legal Description



Authorized Signatory

Issued By:

FL1385 * 2023-106

Dale S. Wilson, P.A.

718 N. Orange Avenue

PO Box 1808

Green Cove Springs, FL 32043



PROPERTY OWNER AFFIDAVIT

| | |
|--|----------------------------|
| Owner Name: David Owens | |
| Address: 7744 River Ave, Fleming Island, FL 32003 | Phone: 904-759-4664 |
| Agent Name: Austin Burke | |
| Address: 5860 County Road 209 S | Phone: 904-608-7488 |
| Parcel No.: 38-06-26-018009-000-00; 38-06-26-018010-000-00 | |
| Requested Action: Minor Subdivision application | |

I hereby certify that:

I am the property owner of record. I authorize the above listed agent to act on my behalf for the purposes of this application.

Property owner signature: David Owens

Printed name: David Owens

Date: 2-15-24

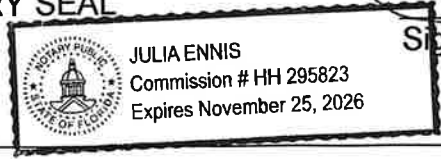
The foregoing affidavit is acknowledged before me this 15 day of

February, 2024 by David Owens, who is/are

personally known to me, or who has/have produced FL/DL

as identification.

NOTARY SEAL



Julia Ennis
Signature of Notary Public, State of FL



STAFF REPORT

CITY OF GREEN COVE SPRINGS, FLORIDA

TO: City Council Regular Session **MEETING DATE:** March 12, 2024
FROM: Mike Null, Asst. City Manager
SUBJECT: City Council authorization to surplus sound system equipment and donate to Clamour Theatre Company. *Mike Null*

BACKGROUND

The City owns two sound systems. The larger of the two systems has been used once since it was purchased in 2011. This system utilizes outdated technology, requires a certain level of expertise to operate, and is utilizing valuable storage space. Most audio technicians today would utilize a laptop computer and software to replace the 24-channel mixer and speakers have become smaller and more efficient. City staff has been considering surplussing this system for the last few years.

The City was recently approached by the Clamour Theatre Company about possibly donating the equipment to them. They are a registered 501(c)(3) and they have members with the expertise to operate this system. Staff recommends declaring this equipment surplus and donation to the Clamour Theatre Company. The equipment list is as follows:

Sound Board

Furman M-8LX Power Conditioner "Merit Series" (2 w/ case)

Drive Rack PX Power Speaker

Lexicon MX200

Onyx 24-4

Premium 24-Chanel Console

2 Speakers

JBL by Harman

PRX618S

Loudspeaker System

65' snake and assorted cords

The City will retain the small sound system and all microphones to be used for small events.

FISCAL IMPACT

N/A

RECOMMENDATION

Declare as surplus the sound system equipment listed above and donate to Clamour Theatre Company..

Mike Null

From: Elaine Smith <esmith@clamourtheatre.org>
Sent: Saturday, January 13, 2024 9:17 AM
To: Mike Null
Subject: Steve Kennedy suggested I get in touch re GCS unused sound system(s)
Attachments: esmith.vcf

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.

Dear Mr. Null,

I am the Artistic Director of the Clamour Theatre Company, a 501(c)(3) with a mission to bring professional theatre to Clay County.

A couple of our Board Members recently spoke to Mr. Kennedy and understood from him that the City of Green Cove Springs has 2 sound systems that are not being used. They also understood that because we are a 501(c)(3), Green Cove might consider donating one of the systems to us.

Mr. Kennedy suggested we get in touch with you to either get the details about the two systems, if available, or arrange for 2 of us to come see the equipment and decide which system might best suit our needs.

If donation is indeed a possibility, we would love to be considered. Since we currently have no permanent home and have to rent venues that often do not have necessary equipment, and since we've found that the costs of renting lights and sound have more than quadrupled since 2019, we are presently fundraising to acquire lighting and sound equipment. A donation would be a huge benefit to us.

If this is, indeed, a possibility, would you be able to either email details about the equipment (make and model #s would allow us to do some online research) or provide a couple of possible dates/times when I and a board member could view the equipment?

Thank you so much for your help!

Elaine Smith

--

Elaine Smith (she/her)
 Producing Artistic Director
Clamour Theatre Company
Let's Make a Noise!

https://link.edgepilot.com/s/cad9bf32/_D1ens8chUeoh317ypfL1w?u=http://www.clamourtheatre.org/

We respectfully acknowledge that the land on which we live and work is on the traditional lands of the

Seminole and Timucua Nations. We acknowledge them and any other Nations who care for the land (acknowledged and unacknowledged, recorded and unrecorded) as past, present, and future caretakers of this land. We do not support colonial forces that undermine, distort, or erase the vital role of Indigenous people in our world. #HonorNativeLand

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.

Mike Null

From: Elaine Smith <esmith@clamourtheatre.org>
Sent: Thursday, February 22, 2024 6:35 AM
To: Mike Null; Kim Thomas
Cc: Cheryl Kennedy
Subject: Sound System follow-up
Attachments: esmith.vcf

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.

Good morning!

We have reviewed the list of sound equipment and located online manuals for almost all of the equipment on the list.

Clamour Theatre Company would be VERY grateful if the City of Green Cove Springs decided to surplus these items and would consider donating one or both systems to our company.

If you decide we are only eligible to receive one system, the larger system with the 24-channel mixer would be most useful to us. We can, however, make good use of both systems if you would consider a donation of all your unused sound equipment.

Please let me know if you need us to complete any forms, submit a letter to you or the City Council as a whole, or provide any other items as a formal request.

Thank you so much!

Elaine

--

Elaine Smith (she/her)
Producing Artistic Director

Clamour Theatre Company

Let's Make a Noise!

<https://link.edgepilot.com/s/e8328a3d/fWytfoo0pkuADP9OWpkXNA?u=http://www.clamourtheatre.org/>

We respectfully acknowledge that the land on which we live and work is on the traditional lands of the Seminole and Timucua Nations. We acknowledge them and any other Nations who care for the land (acknowledged and unacknowledged, recorded and unrecorded) as past, present, and future caretakers of this land. We do not support colonial forces that undermine, distort, or erase the vital role of Indigenous people in our world. #HonorNativeLand

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.

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Item #13.

Date: **AUG 01 2017**

CLAMOUR THEATRE COMPANY INC
C/O ELAINE SMITH
PO BOX 9055
FLEMING ISLAND, FL 32006

Employer Identification Number:
81-4529821
DLN:
17053095318017
Contact Person:
JERRY FIERRO ID# 31119
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
December 31
Public Charity Status:
509(a)(2)
Form 990/990-EZ/990-N Required:
Yes
Effective Date of Exemption:
November 21, 2016
Contribution Deductibility:
Yes
Addendum Applies:
No

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a public charity under the IRC Section listed at the top of this letter.

If we indicated at the top of this letter that you're required to file Form 990/990-EZ/990-N, our records show you're required to file an annual information return (Form 990 or Form 990-EZ) or electronic notice (Form 990-N, the e-Postcard). If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

For important information about your responsibilities as a tax-exempt organization, go to www.irs.gov/charities. Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

Letter 947

CLAMOUR THEATRE COMPANY INC

Sincerely,

Stephen a. martin

Director, Exempt Organizations
Rulings and Agreements

Letter 947



STAFF REPORT

CITY OF GREEN COVE SPRINGS, FLORIDA

TO: City Council regular session **MEETING DATE:** 3/12/2024
FROM: Steve Thomas
SUBJECT: Spring Park dock project pay app # 2 to C&H Marine in the amount of \$70,131.61. *Steve Thomas*

BACKGROUND

City Council approved a Legislative Line Item appropriation from DEP to extend the Kayak dock and add to boat house and lifts to hold the city police boat and possibly the Sheriff's boat as well in Spring Park. Dockworks of Northeast Florida LLC dba C&H marine was the low bidder and the City Council approved award of the bid in the amount of \$276,495.00 at the October 3, 2023 meeting. Staff is coming to you for approval of the 2nd pay application in the amount of \$70,131.61.

FISCAL IMPACT

001-3072-5006300 - \$ 70,131.61

RECOMMENDATION

Staff recommends approval of Pay application # 2 in the amount of \$ 70131.61 to Dock works of North East Florida LLC dba C&H Marine.

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE ONE OF TWO PAGES

TO OWNER:
 City of Green Cove Springs
 321 Walnut Street
 Green Cove Springs, FL 32043
 FROM CONTRACTOR:
 C&H Marine Construction
 417 Stowe Avenue, Suite B
 Orange Park, FL 32073
 CONTRACT FOR:

PROJECT:
 Spring Park Dock Extension

 VIA ARCHITECT:

APPLICATION NO 2

Distribution to:

| | |
|-------------------------------------|------------|
| <input checked="" type="checkbox"/> | OWNER |
| <input type="checkbox"/> | ARCHITECT |
| <input type="checkbox"/> | CONTRACTOR |
| <input type="checkbox"/> | |
| <input type="checkbox"/> | |

PERIOD TO: 02.29.2024

PROJECT NO: PO# 2725485

CONTRACT DATE 09.25.2023

CONTRACTOR'S APPLICATION FOR PAYMENT

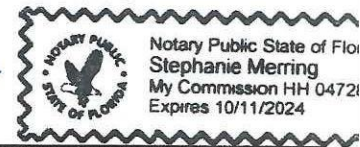
Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

| | | |
|---|----|-----------------------------|
| 1. ORIGINAL CONTRACT SUM | \$ | <u>276,495.00</u> |
| 2. Net change by Change Orders | \$ | <u>0.00</u> |
| 3. CONTRACT SUM TO DATE (Line 1 ± 2) | \$ | <u>276,495.00</u> |
| 4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) | \$ | <u>165,822.75</u> |
| 5. RETAINAGE: | | |
| a. <u>5</u> % of Completed Work (Column D + E on G703) | \$ | <u>8,291.14</u> |
| b. <u>0</u> % of Stored Material (Column F on G703) | \$ | <u> </u> |
| Total Retainage (Lines 5a + 5b or Total in Column I of G703) | \$ | <u>8,291.14</u> |
| 6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total) | \$ | <u>157,531.61</u> |
| 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) | \$ | <u>87,400.00</u> |
| 8. CURRENT PAYMENT DUE | \$ | <u>70,131.61</u> |
| 9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6) | \$ | <u>118,963.39</u> |

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

By: [Signature] Date: 2/27/2024
 Robert D Mathews/ Chief Operating Officer
 State of: Florida County of: Clay
 Subscribed and sworn to before me this 27th day of Feb 2024
 Notary Public: [Signature]
 My Commission expires: 10/11/2024



ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 70,131.61

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

| CHANGE ORDER SUMMARY | ADDITIONS | DEDUCTIONS |
|--|---------------|---------------|
| Total changes approved in previous months by Owner | \$0.00 | \$0.00 |
| Total approved this Month | \$0.00 | \$0.00 |
| TOTALS | \$0.00 | \$0.00 |
| NET CHANGES by Change Order | \$0.00 | |

CONTINUATION SHEET

AIA DOCUMENT G703

PAGE TWO OF TWO PA

Item #14.

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.

APPLICATION NO: 2
APPLICATION ON DATE: 02.29.2024

In tabulations below, amounts are stated to the nearest dollar.

PERIOD TO: 02.29.2024

Use Column I on Contracts where variable retainage for line items may apply.

PROJECT NO: PO#2725485

| A ITEM NO. | B DESCRIPTION OF WORK | SCHEDULED VALUE | D WORK COMPLETED | | F MATERIALS PRESENTLY STORED (NOT IN D OR E) | G | | H BALANCE TO FINISH (C - G) | I RETAINAGE (IF VARIABLE RATE) 5% |
|---------------------|------------------------------|--------------------|---|-------------|---|--|--------------|--------------------------------------|---|
| | | | FROM PREVIOUS APPLICATION (D + E) | THIS PERIOD | | TOTAL COMPLETED AND STORED TO DATE (D+E+F) | % (G ÷ C) | | |
| | | | | | | | | | |
| 1 | Mobilization/Site Set Up | \$15,000.00 | \$15,000.00 | \$0.00 | \$0.00 | \$15,000.00 | 100% | \$0.00 | \$750.00 |
| 2 | Piling Instilation/Pile Wrap | \$70,000.00 | \$35,000.00 | \$28,000.00 | \$0.00 | \$63,000.00 | 90% | \$7,000.00 | \$3,150.00 |
| 3 | Dock Framing/Decking | \$41,398.00 | \$0.00 | \$31,048.50 | \$0.00 | \$31,048.50 | 75% | \$10,349.50 | \$1,552.43 |
| 4 | Handrails | \$12,700.00 | \$0.00 | \$3,175.00 | \$0.00 | \$3,175.00 | 25% | \$9,525.00 | \$158.75 |
| 5 | Boathouse Roof | \$46,397.00 | \$0.00 | \$11,599.25 | \$0.00 | \$11,599.25 | 25% | \$34,797.75 | \$579.96 |
| 6 | Boat Lifts | \$38,000.00 | \$22,000.00 | \$0.00 | \$0.00 | \$22,000.00 | 58% | \$16,000.00 | \$1,100.00 |
| 7 | Floating Dock | \$25,000.00 | \$20,000.00 | \$0.00 | \$0.00 | \$20,000.00 | 80% | \$5,000.00 | \$1,000.00 |
| 8 | Electric/Water | \$28,000.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | 0% | \$28,000.00 | \$0.00 |
| 9 | | | | | | | | | |
| 10 | | | | | | | | | |
| 11 | | | | | | | | | |
| 12 | | | | | | | | | |
| 13 | | | | | | | | | |
| GRAND TOTALS | | \$276,495.00 | \$92,000.00 | \$73,822.75 | \$0.00 | \$165,822.75 | 60% | \$110,672.25 | \$8,291.14 |

Users may obtain validation of this document by requesting of the license a completed AIA Document D401 - Certification of Document's Authenticity



417 STOWE AVE. SUITE B
 ORANGE PARK, FL 32073
 Lic. # SCC131153006

Item #14.

Invoice

| | |
|-----------|-----------|
| Date | Invoice # |
| 2/27/2024 | 5373 |

Bill to:

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

Property Location

City of Green Cove Springs
 Spring Park
 106 St. Johns Ave
 Green Cove Springs, FL 32043

| | | |
|-------------|-----------------------------------|-------|
| P.O. Number | Project Name | |
| 2725485 | 23-069 Spring Park Dock Extension | Net 7 |

| Quantity | Description | Price Each | % Billed To Date | Amount |
|----------|---|------------|------------------|-----------|
| 0.25365 | CITY DOCK EXTENSION, ADDITION OF TWO BOATHOUSES WITH LIFTS, AND FLOATING DOCK WITH GANGWAY G/L# 001-3072-5006300 REQUISITION NO: PW009420 | 276,495.00 | 56.97% | 70,131.61 |

| | | |
|----------------------------------|---------------------------------|--------------|
| Thank You for Your Business! | Invoice Total | \$70,131.61 |
| Ph 904-264-7500 Fax 904-264-1731 | Payments/Credits | \$0.00 |
| Stephanie@candhmarine.com | Account Open Balance Due | \$157,531.61 |



**CITY OF GREEN COVE SPRINGS
PROCLAMATION, LETTER OF HONOR,
AND KEY TO THE CITY
APPLICATION FORM**

Return completed form to the City Clerk's Office
City of Green Cove Springs, 321 Walnut Street, Green Cove Springs, FL 32043

Requestor's Name: Rev. George L. Reed, Jr.

Requestor's Address: 549 N. Palmetto Ave., Green Cove Springs, FL 32043

Requestor's Telephone and Email: 904-402-0626

Person/Organization to be Honored: Mt. Zion African Methodist Episcopal (AME) Church

Event Title: 100th Birthday of Historical Significance for Mrs. Alice Johnson Williams

Event Date, Time & Location: March 24, 2024, 3 p.m.- 4:00 p.m., Mt. Zion African Methodist Episcopal Church, 549 N. Palmetto Ave., Green Cove Springs, FL 32043

Type of Honor Requested:

Proclamation Letter of Honor Key to the City

Provide a detailed reason for the request including a list of accomplishments and how the individual/organization benefits the quality of life in the City of Green Cove Springs. For Proclamations, provide a sample Proclamation or text for the "WHEREAS" clauses (attach additional sheets, if necessary):

Mrs. Alice Johnson Williams has remarkably lived over 36,525 days having recently turned 100, and
who now approaches her 101st birthday in 2024, the same year that the City of Green
Cove Springs celebrates its 150th commemorative year. Mrs. Williams
comes from a family who contributed to the well-being and care of this
community, especially for generations of African American youths, and her
beloved Mt. Zion AME Church, the oldest Black church in Clay County. (See Attachment)

The Offices of the Mayor and City Clerk reserve the right to use submitted facts as deemed appropriate and may request additional information when necessary.

Proclamation

WHEREAS, Mrs. Alice Johnson Williams was born October 22, 1923 in Green Cove Springs, Florida; and

WHEREAS, Mrs. Williams is the daughter of William (Green Cove Springs, FL) and Alice Johnson (Aiken, SC) who lived to 90 years of age, and is a granddaughter to her paternal grandmother, Mrs. Margaret Johnson (married William "Willie" Johnson) was known to have sold land to the Atlantic Railway and other property on the coast of St. Johns River with some deeded to their children; and

WHEREAS, Mrs. Williams' siblings included three brothers and two sisters, namely Willie, who served in the U.S. Navy; Roosevelt, who joined the U.S. Army; Rudette, who was a musician; Marie who lived until 99 years old and whose employment included the Afro-American Life Insurance Company that was founded by Florida's first Black millionaire Abraham Lincoln Lewis of Jacksonville; and Theda, an educator and owner of a private kindergarten school in Green Cove Springs; and

WHEREAS, Mrs. Williams attended then "Dunbar School" at Walburg Street and Cypress Avenue her entire school life, and graduated in 1942 as an athlete on the Dunbar Girls Basketball Team; and

WHEREAS, Mrs. Williams was married to one husband, Isaiah Williams, and traveled internationally with him during his military career living in England and Germany along the way, but returning to her beloved Green Cove Springs, Florida, where she has impacted the lives of generations of youth at her church, Mt. Zion AME Church-Green Cove Springs, Florida, through past volunteerism as a director of its Youth Department coordinating several youth-selected and church-sponsored programs and activities; and

WHEREAS, Mrs. Williams has survived as a community centenarian at 100 years old plus, was featured in the **Clay Today** newspaper, and is the eldest living member of Mt. Zion AME Church.

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

Section 1. The City of Green Cove Springs hereby recognizes and celebrates the 100th Birthday of Mrs. Alice Johnson Williams, and all that she has contributed to youths and the community over her lifetime.

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 APRIL, 2024.

CITY OF GREEN COVE SPRINGS, FLORIDA



Constance W. Butler, Mayor

ATTEST:

Erin West, City Clerk