



Meeting Agenda
Thursday, August 1, 2024

7:00 PM

REGULAR

Cocoa Beach Country Club
5000 Tom Warriner Blvd.
Cocoa Beach, 32931

WELCOME

Meeting re-broadcasts on: Spectrum - Channel 499 and www.cityofcocoabeach.com.
Meeting Video Archives: www.cityofcocoabeach.com

Packets: Packets are on the City's website (www.cityofcocoabeach.com) and at Commission meetings

Rules of Order: Robert's Rules of Order and the Florida Sunshine Law govern the conduct of our meeting

Speaking Courtesy Rules:

- The Commission accepts relevant comments.
- A time limit of three minutes is imposed on each speaker. If speaking for a group, the Commission may grant an additional three minutes
- Please direct comments and questions through the Mayor
- Complete speaker cards are required for each of the items you wish to address. Submit the card to the City Clerk prior to the introduction of the item. Speaker Cards are available in the rear of the Commission Room and in the City Clerk's office prior to the meeting. The purpose of the card is to obtain the spelling of your name, contact information if follow-up is needed, and provide for efficient meeting administration
- Upon being recognized by the Mayor, please approach the dais, state your name and address, and speak into the microphone

Approval Of Order Of Business:

Note: Members of the public, Commission and Staff may remove items from the Consent Agendas, if they wish to discuss them. Requests for removal need to be made known to the City Commission under the Approval of the Order of Business, at the beginning of the meeting

Appealing a Decision:

Any person desiring to appeal any decision made by the City Commission, with respect to any matter considered at such meeting or hearing, will need a record of the proceedings and for such purposes must ensure that a verbatim record and transcript of the proceeding is made in a form acceptable for official court proceedings, which record includes the testimony and evidence upon which the appeal is to be based. It shall be the responsibility of the person desiring to appeal any decision to prepare a verbatim record and transcript at his/her own expense as the City does not provide one

American with Disabilities Act:

ATTN: PERSONS WITH DISABILITIES. In accordance with the Americans with Disabilities Act and Section 286.26, Florida Statutes, persons needing special accommodations to participate in this proceeding shall, at least forty-eight (48) hours prior to the meeting, contact the Office of the City Clerk at (321) 868-3286; Florida Relay Service (800) 955-8771 (TDD); or (800) 955-8770 (Voice) or 711.

THANK YOU for participating in your Cocoa Beach City Government.

A. MEETING CALLED TO ORDER

1. Pledge of Allegiance
2. Invocation by Pastor Keith, First United Methodist Church
3. Roll Call

B. APPROVAL OF THE AGENDA

(Note: Members of the public, Commission and Staff may remove items from the Consent Agendas if they wish to discuss them. Requests for removal need to be made known to the City Commission under the Approval of the Order of Business, at the beginning of the meeting.)

C. SPECIAL PRESENTATIONS

1. Proclamation - Florida Water Professionals Month

D. PUBLIC COMMENTS

Comments will be heard on items that do not appear on the agenda of this meeting. Citizens will limit their comments to three (3) minutes. Per Commission Procedures, the City Commission will not take any action or discuss items brought up under the "Public Comment" section of the agenda. The City Commission may schedule such items as regular agenda items and act upon them in the future.

E. STAFF REPORTS AND ANNOUNCEMENTS**F. CITY ATTORNEY REPORTS AND ANNOUNCEMENTS**

G. CITY COMMISSION REPORTS AND ANNOUNCEMENTS

H. CONSENT AGENDA

1. Approve the July 18th, 2024 Commission Minutes.
Staff Representative: City Clerk
2. Request to Approve Amendments to The Community Development Block Grant Policies
Staff Representative: Devan Pritts, Director of Grants and Special Projects
3. Approve Commercial Visual Improvement Program Grant Application for Coastal Market Cocoa Beach, LLC that was previously approved at the CRA Board meeting on 8/1/24

Staff Representative: Devan Pritts, Director of Grants and Special Projects
4. Adopt Resolution 2024-19, A Resolution of the City Commission of the City of Cocoa Beach, Florida, approving and adopting the August 2021 Stormwater Master Plan Update and providing an effective date.
Staff Representative: Morgan Zuhlke, Stormwater Utility Manager

I. ITEMS REMOVED FROM THE CONSENT AGENDA

J. UNFINISHED BUSINESS

K. NEW BUSINESS

1. Approve the Treatment Plant Injection Well Repairs and Modifications in the amount of \$61,000 to be performed by All Webb's Enterprises, Inc. utilizing a piggyback contract from the Town of Jupiter. This is not a budgeted item. Contingency funds will be used to cover expenses. Fund balance is currently \$206,197.96
Staff Representative: Brad Kalsow, Public Works & Water Reclamation Director

L. GENERAL PUBLIC COMMENT

(Only if not accommodated in the 30-minute Public Comment period earlier)

M. ADJOURNMENT

Proclamation



WHEREAS, The Florida Water & Pollution Control Operators Association, organized in 1941, is a non-profit trade organization that promotes the sustainability of Florida's water utility industry through workforce development, to protect the health of Florida's citizens and to preserve the state's water resources; and

WHEREAS, this organization offers water and wastewater treatment plant operator and water distribution systems operator training courses required for the state of Florida's operator licenses, multiple voluntary certification programs, and continuing education programs for operator license renewal; and

WHEREAS, this organization, in recognizing the importance of the Florida Statutes and Administrative Code that regulates; the water industry, acts as liaison between the Florida Department of Environmental Protection and industry personnel; and

WHEREAS, the Florida Water & Pollution Control Operators Association recognizes all those who played a significant part in operating and maintaining drinking water, wastewater, and stormwater systems in Florida by celebrating Florida Water Professionals Month, which applauds their constant efforts to protect our health and environment, three-hundred, sixty-five days per year, through sunshine or catastrophic storm.

WHEREAS, water professionals are essential first responders by Florida Statute 403.865 (b) during storms and other catastrophic events, working to provide safe drinking water and safe disposal of wastewater for our communities.

NOW, THEREFORE, I, Keith Capizzi, Mayor, by virtue of the authority vested in me as the Mayor of the City of Cocoa Beach, do hereby proclaim August 2024

As

"Florida Water Professionals Month"

IN WITNESS WHEREOF, I have hereunder set my
hand this 1st day of August 2024.

Keith Capizzi
Mayor

Karin Grooms
City Clerk

CITY OF COCOA BEACH, FLORIDA
CITY COMMISSION
COCOA BEACH COUNTRY CLUB - 5000 TOM WARRINER BOULEVARD, COCOA
BEACH, 32931
MINUTES
July 18, 2024

A. MEETING CALLED TO ORDER

1. Pledge of Allegiance
2. Invocation by ~~Greg LeSieur, Pastor, Christ Lutheran Church~~ **Pastor Paul from Faith Lutheran as of 7/17/24**
3. Roll Call

B. APPROVAL OF THE AGENDA

(Note: Members of the public, Commission and Staff may remove items from the Consent Agendas if they wish to discuss them. Requests for removal need to be made known to the City Commission under the Approval of the Order of Business, at the beginning of the meeting.)

C. PUBLIC COMMENTS

Comments will be heard on items that do not appear on the agenda of this meeting. Citizens will limit their comments to three (3) minutes. Per Commission Procedures, the City Commission will not take any action or discuss items brought up under the "Public Comment" section of the agenda. The City Commission may schedule such items as regular agenda items and act upon them in the future.

Mr Carragino Mentioned Ms Zulkhe doing a terrific job as stormwater manager.

D. STAFF REPORTS AND ANNOUNCEMENTS

Mr. Carragino introduced Ms. Zulkhe in recognition of her accomplishments prior to becoming an Employee of Cocoa Beach. Mr. Carragino stated that she is very interested in Storm Water and that she is one of the smartest engineers he's ever met. Mr. Carragino added that she is the next generation in this city.

E. CITY ATTORNEY REPORTS AND ANNOUNCEMENTS

F. CITY COMMISSION REPORTS AND ANNOUNCEMENTS

Commissioner Williams stated that we needed to raise the causeway from Cocoa Beach to Merrit Island on 520. He stated that they weren't on the Space Coast Transportation Planning Organization's long range plan last year, but this year, they are number 3 on the list.

G. CONSENT AGENDA

1. Approve the June 20th Meeting Minutes
Staff Representative: City Clerk
2. Approve Kimley-Horn and Associates Task Order #5 for Minutemen Causeway Shoreline Stabilization - Design, Permitting and Bidding Services in the amount of \$88,701. This is a budgeted item.
Staff Representative: Morgan Zuhlke, Stormwater Utility Manager
3. Approve renewal of piggyback contract agreement for street sweeping services provided by Sweeping Corporation of America, LLC, a subsidiary of Sweep America Intermediate Holdings, LLC. The street sweeping services are required by the City's National Pollutant Discharge Elimination System (NPDES) Permit. This is a budgeted item.
Staff Representative: Morgan Zuhlke, Stormwater Utility Manager
4. Approve \$60,000 ARPA funds for painting Fire Station 51.
Staff Representative: Morgan Zuhlke, Stormwater Utility Manager

H. ITEMS REMOVED FROM THE CONSENT AGENDA

I. UNFINISHED BUSINESS

1. Approve the recommendation to promote Wes Mullins to Police Chief for the City of Cocoa Beach. *Per Chapter 2, Article 1. Section 2.5 Police Department of the City of Cocoa Beach Code of Ordinances*
Staff Representative: Wayne Carragino, City Manager

Mr. Carragino gave a background on Mr. Mullins and that he has worked with Mr Mullins for over 8 months, and has known him for much longer than that. Mr. Carragino stated that the charter says the City Manager selects the police chief and the reason for that is that he works with him on a daily basis. Mr. Carragino stated that Mr Mullins has done a great job and how the city has been through rough times, and he has brought unity and a fresh start to the city.

Mayor Capizzi stated that he had his doubts about Mr. Mullins at first, but after talking with several officers, he seconded Mr Carragino's sentiments, stating that he's been doing the job and has been doing an excellent job at it. He mentioned that it didn't make sense to go outside the city and try to replace someone the department already knew.

Commissioner Williams said he feels that we owed it to the city to look for an outside potential, but has no issue with Mr Mullins and made the motion to approve the promotion of Mr Mullins to police Chief. The motion passed 5-0.

2. Adopt Ordinance 1691, on second reading, An Ordinance of the City of Cocoa Beach, Florida, related to the vacation of a portion of McNabb Parkway right-

of-way, approximately sixty feet long by three feet wide. More particularly described herein; making findings; and providing for conflicts, severability, non-codification, and effective date.

Staff Representative: Randy Stevenson, Director of Development Services

Mayor Capizzi stated that it make sense for the area and that it needs to be done in order to make a certain section work for somebody and that the city will not be using it for anything and is in favor of the ordinance 1691.

J. NEW BUSINESS

1. Adopt Resolution 2024-17, A Resolution of the City Commission of the City of Cocoa Beach, Florida, Amending Resolution 2023-06, a master resolution for fees, to change fees in exhibit 9 Utility Rates, Reuse Charges: and providing for: Amendment of Fees - Incorporation of recitals, and providing for an effective date.

Staff recommends reuse charges remain at the current rate for fiscal year 2025 as opposed to the 20% increase approved in resolution 2023-06.

Staff Representative: Brad Kalsow, Director of Water Reclamation and Public Works

Recommendation: Adopt

Commissioner Williams moved to adopt. Motion passed 5-0. There was no discussion.

2. Discuss and Present Stormwater Rate Study

Staff Representative: Morgan Zuhlke, Stormwater Utility Manager

Adopt Resolution 2024-15 A Resolution of the City Commission of the City of Cocoa Beach, adopting the Stormwater system rate review, prepared by RAFTELIS Financial Consultants, Inc. dated June 18, 2024, which provides for a review of City Stormwater Utility Rates and provides for proposed rates and financial plan for the Fiscal Year 2024 through Fiscal Year 2025 period; providing for an effective date.

Staff Representative: Morgan Zuhlke, Stormwater Utility Manager

Mr. Thomas, Vice President of Raftelis Financial Consultants, mentioned how he prepared the last stormwater rate study for Cocoa Beach and thanked the city staff. He seconded Mr. Carragino's statement about Ms. Zulkhe.

Mr. Thomas stated that he wants to focus on the rates for the next three years primarily. He mentioned that there hasn't been a rate adjustment since 2021. Mr. Thomas mentioned that in the budget year of 2024 the operating expenses alone are outpacing the revenues and in balancing the budget in 2024 we relied on reserves which won't last. He mentioned that they don't want to push too far into the future as they're unsure of where the cost will be due to inflation. Mr Thomas stated that there are still grant opportunities to help with the cost and followed up with a proposed 3-year rate plan.

Ms. Galvin went over the process of their study of the stormwater rate, major assumptions, and recommendations and its revenue and revenue requirements through the fiscal year of 2026. She mentioned how they developed a funding strategy for the CIP over the next 3 years while keeping the 2024 strategic plan in mind. Ms. Galvin stated that the major goals and considerations for the study is to develop a long-term sustainability of the system to meet the 2024 strategic plan. She stated that the stormwater system currently serves about 9400 accounts or about 8,400 ERUs at a rate of 8.96 cents per ERU.

She stated that they assumed about a 2% or about 170 ERUs per year growth in accounts through 2026. Assuming that it will cost \$940000 over the next 3 years, a capital plan in the next 3 years will cost around 4 million worth of projects. Ms. Galvin stated that the Stormwater rate adjustments will give an opportunity for better interest rates.

She showed in the presentation planned stormwater projects to improve infrastructure and reduce flood events. Ms. Galvin mentioned that there are more obligations for the CIP with grants.

She mentioned the revenues are not sufficient. Recommended rate adjustment increases for August 1st 2024, January 1st, 2025, and October 1st, 2025.

There was a discussion between the commission and Ms. Zulkhe about the rates and why they are recommended to be increased. Ms. Zulkhe stated that she had applied for grants last year, but did not receive any, but is actively applying for grants now and will probably go to serf loans as well.

Commissioner Williams stated that some streets will flood regardless of what stormwater does, because it's the river overflowing the road.

Ms. Zulkhe gave an example of when they raised the seawall in the lagoon, and it reduced some of the flooding.

Commissioner Williams mentioned that Indian creek would flood regardless.

Ms. Zulkhe mentioned a bid for a backflow preventer check valve that would also help with flooding.

Ms. Woulas asked Ms. Zulkhe to explain how the costs came about.

Mr. Thomas said that the operations and improvements that are run properly will help maintain the operations and maintenance expenses and will help mitigate drainage issues. Mr. Thomas mentioned that the cost for maintaining these operations is significantly above the revenue. He agreed that the increase is large, but is necessary because people are behind on the operations, which is why the increase is significant. He also stated that though it looks unusual compared to what it was in the past, it is currently a regular occurrence in other Florida cities. Any grants will be helpful. Mr. Thomas suggested spreading the cost over time instead of doing it all at once.

Mayor Capizzi asked when they got behind on the rate schedule. Mr. Thomas stated that he would have to go back and look, but as of 2024 it was clear we were using reserves to make up for costs.

Mr. Thomas said around 2021 and that we haven't kept up with inflation. Regulations are a cause of business' evolving and the need for capital
Commissioner Williams asked if we need to ink this to get in line for the rate increase suggested in August 2025 to look over the rate again.

Mr. Thomas suggested taking "baby steps in time" with a better chance of landing grants.

Commissioner Williams made a motion to approve the increase between August 1st, 2024 and January 1st, 2025, and to have another look before approving the rate increase on October 1st, 2025.

Commissioner Jackson mentioned different aspects that drove costs up.

Ms. Zulkhe mentioned that, based on their CIP, they have projects that will reduce the load, and that she had to pull some out because of the revenue costs.

Mayor Capizzi asked if projects in 2025 were state or self-imposed. Ms. Zulkhe stated they were state imposed. She also mentioned several projects being worked on this year. Mayor Capizzi asked if we were to approve projects for 2025 if they would help meet the numbers.

Commissioner Jackson said that the safety projects make a lot of sense. The commission had a quick discussion about various costs with the CIP.

Commissioner Woulas asked Ms. Draycott about a summary of the reserves since 2021 and how much they had to pull out of reserves to make it balance.

Ms. Draycott mentioned how they continued to do small projects without a rate increase which ate into the reserves, and said it would be hard to move forward with current projects because there isn't much left in the reserves. She mentioned how Ms. Zulkhe is looking for more grant funds.

Mayor Capizzi asked how much percentage wise Ms. Draycott would like in reserves. Ms. Draycott suggested that we have at least a 2-month minimum reserve balance. Mayor Capizzi suggested they move forward with this item. Commissioner Jackson stated that Cocoa Beach's ecology and safety is important to the city.

Commissioner Woulas seconded Commissioner Williams' idea of going through January 1st and revisiting it before May.

John Loshe stated that the cost is significant, and thinks we have been running behind for a period of time, and stated that the problems would get worse if we did nothing and supported the item.

Rick Anderson agreed with John, and didn't see anything excessive and suggested they move forward with the motion.

Ms. Scott mentioned the recent paving projects and how the water runs off them, and how they're not being done well. She didn't agree with the item and its 110% increase, and thinks rate increases need to be fair.

Chuck Shannon mentioned that in 2022 a national estuary program identified several estuaries in the US and that we're one of them.

Vice Mayor Hutcherson asked Mr Thomas about the rates for single-family homes and businesses. Mr. Thomas stated that the rates between the two are not the same, but are the same per amount of impervious area. He stated that a business with a parking lot will have more ERUs than a single family home whereas a single family home is treated as 1. He then gave an example that a convenient store could be 5-8 ERUs.

Mayor Capizzi stated he is okay with January 1st rates, but doesn't want to pursue more than is required to do while putting any extra into the reserves.

Commissioner Williams reiterated approval through January 1st and to revisit it in February 2025.

Commissioner Jackson stated that with the stipulation that they clarify what is an aggressive pursuit of the nutrient loading goals versus what is required.

Commissioner Woulas mentioned how she has seen the same rates over the years, and we are now seeing the results of us falling behind, and now we have to make up for it and "be the bad guy" with the higher fees.

Mr. Thomas suggested we have more budget meetings and look at the rates consistently and have the community involved.

Commissioner Williams asked if we could approve the next 2 increases and look at it again before the 3rd increase.

Commissioner Williams asked to second.

motion passed 5-0

Adopt Resolution 2024-16, A Resolution of the City Commission of the City of Cocoa Beach, Florida, adopting Stormwater fees and method for charging, and providing for interpretation and for an effective date.

Staff Representative: Morgan Zuhlke, Stormwater Utility Manager

Motion approved 5-0

3. Adopt Resolution 2024-14 A Resolution of the City Commission of the City of Cocoa Beach, Florida accepting a proposal of JPMorgan Chase Bank, NA to provide the city with a term loan in order to finance certain costs of the acquisition, construction and equipping of a new city hall building and Cocoa Beach Centennial Square the form of a loan agreement; authorizing the issuance of a promissory note pursuant to such loan agreement in the aggregate principal amount of not to exceed \$3,953,000 in order to evidence such loan; authorizing the repayment of such note from a covenant to budget

and appropriate legally available non-ad valorem revenues; delegating certain authority to the city manager and others for the authorization, execution, and delivery of the loan agreement and the note and various other documents with respect thereto; and providing for an effective date.

This approval allows the City Manager to sign the loan agreement with JPMorgan Chase Bank NA to obtain \$3,953,000 in debt financing and loan fees for the construction of the new City Hall facility.

Staff Representative: Patrisha Draycott, Chief Financial Officer/Assistant City Manager

Vice Mayor Hutcherson motioned to approve, Commissonner Jackson seconded and stated that this funding doesn't infringe on other capital projects. Motion passed 5-0.

4. Staff is requesting the City Commission review and authorize the execution of the attached three-party agreement. This agreement is between the City, Brevard County, and Westgate, the owners of the pier. This agreement establishes an easement to be used to facilitate access to the beach north of the pier for the beach renourishment program. Execution of this agreement is a requirement of finalizing the vacation of a portion of Mead Avenue (Ordinance 1668, March 2022) as well as the execution of the Development Agreement and the Master Plan for the Westgate Resort at the Pier.
Staff Representative: Randy Stevenson, Development Services Director.

Mr. Stevenson started a powerpoint for Item 4.

Commissioner Williams asked if one of the images in the PowerPoint was the only depiction, and asked if there would be any costs to the city.

Mr. Stevenson confirmed that there is no cost to the city.

Commissioner Williams moved to approve.

motion passed 5-0

5. Adopt Ordinance 1690 on First Reading: An Ordinance of the City of Cocoa Beach, Brevard County, Florida; to approve a planned development project with an accompanying master conceptual development plan, master conceptual site plan, and development agreement with accompanying attachments; to amend the official zoning map of the City of Cocoa Beach by changing the zoning designation from Oceanside (OC) to Planned Development (PD) for two parcels of land totaling 4.667 acres, more or less, located east of Ocean Beach Blvd on the north, south side of Meade Avenue and north of Pulsipher Avenue on parcels identified with parcels no.24-37-26-cg-113-6 and 24-37-26-cg-112-12 within the public records of Brevard County, Florida; providing for authorization; providing for conflicts; providing for severability; and providing for an effective date.
Staff Representative: Loren Wiltse, Principal Planner, Randy Stevenson, Development Services Director

Ms. Scott asked about traffic smoothing.

Mayor Capizzi stated that more parking spaces will help with traffic.

Mr. Stevenson stated that parking spaces and exits are becoming more streamlined

with more exits.

Mr. Dill stated that the city streets were not designed for a high volume of traffic and stated that the city streets will have to continuously be repaved because they're not designed for commercial load.

Mr. Kerschenbaum gave Ms Grooms a copy of a resume of Rochelle Lawandales and a copy of her report.

Motion passed 5-0.

K. GENERAL PUBLIC COMMENT

(Only if not accommodated in the 30-minute Public Comment period earlier)

L. ADJOURNMENT

City of Cocoa Beach City Commission Agenda Item Summary

**DEPARTMENT MAKING
REQUEST/NAME:**

City Manager /
Devan Taly, CRA Administrator

MEETING DATE

August 1, 2024

REQUESTED MOTION/ACTION

Request to Approve Amendments to The Community Development Block Grant Policies

Staff Representative: Devan Pritts, Director of Grants and Special Projects

Staff Representative:

Recommendation:

IS THIS ITEM BUDGETED (IF APPLICABLE)?

N/A

BACKGROUND:

City staff is requesting approval of amendments to the following Community Development Block Grant Policies:

1. Procurement Policy
2. Administrative Policy
3. AFWA Policy
4. Financial Management Policy
5. QA/QC Policy

These policies were adopted in 2022. The amendments are a requirement of the grant and were instructed by the grant agent in the form of a checklist for each policy. These amendments have been approved by the grant agency.

CITY OF COCOA BEACH



COMMUNITY DEVELOPMENT BLOCK GRANT ADMINISTRATIVE POLICY

CITY OF COCOA BEACH



COMMUNITY DEVELOPMENT BLOCK GRANT FINANCIAL MANAGEMENT PROCEDURES

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Financial Management Policy and Procedures

Introduction

The City of Cocoa Beach (the City) will manage all financial aspects of the CDBG by ensuring that its financial systems and staff are structured in a manner that ensures optimal accountability and adheres to federal and state accounting requirements. All CDBG awards will be included in the City's budget. A staffing system will be structured that ensures, to the extent possible, segregation of duties in the financial processes.

In instances where non-CDBG funding will be used with CDBG funding, the funding sources and uses will be clearly represented as separate funding streams and expenses in the City's accounting systems. The City's accounting system or subset of the same will be structured in a manner that reports budget to actual expenditures, detailed check/expenditure registers, and cash balance reporting and expenditures by request for funds.

Responsible Party and Responsibilities

The City acknowledges that it is solely responsible for the financial management and control of CDBG funds it receives. This document is the City's accounting procedures that will be followed to comply with state and federal requirements for financial management. The City will maintain a financial management system that provides the following:

- Effective control over and accountability for all funds, property, and other assets
- Accurate, complete, and timely disclosure of the status and financial results in accordance with specified requirements
- Records that adequately identify (by activity) the source and use of funds for each CDBG-supported project, including "reasonableness, allowability, and allocability" of costs
- Procedures to comply with the timely distribution of funds
- **That CDBG-MIT funding is being utilized in accordance to the approved scope of work**

The City's CDBG financial accountability is the responsibility of the finance department. The City's finance department is responsible for reviewing and approving all transactions involving CDBG funds before the transactions are processed for payment. The finance department responsibilities include the following:

- Approval of purchase orders (where applicable) to be paid with CDBG funds
- Receipt and approval of invoices (responsibility of the program department)
- Assurance that transactions involving CDBG funds are properly coded
- **Assurance that timely distribution of funds are met involving CDBG funds**
- Review of and approval of requisitions for payments involving CDBG funds

The finance officer is responsible for maintaining official CDBG financial records and for posting account transactions. Official records will be maintained in either an automated or a manual format. The finance officer's responsibilities also include the following:

- Control of accounting documents once they are approved for processing by the program department
- Preparation of financial reports (based on accounting records)
- Preparation of Requests for Funds (prepared in conjunction with the program department)
- Entry of transactions into the accounting system
- Assisting the City's auditor in preparing an annual financial audit

The City will be familiar with and adhere to the applicable Federal requirements to financial management found in 2 CFR 200; and will review this regulation for more detailed and additional information when financial management questions arise, including special circumstances.

Monitoring

The City will be prepared and have the necessary documentation available for FLORIDA COMMERCE monitoring of its financial system and financial transactions and understands that FLORIDA COMMERCE staff will utilize the following (or similar) testing tools, which are based on HUD's monitoring checklists:

- the Financial Management I Monitoring Checklist: System Review Checklist is typically utilized for the first pre-award and the initial onsite monitoring of financial management to review the City's:
 - internal controls,
 - separation of duties,
 - the accounting system used by the City, and
 - the procedures for determining allowable costs and housing escrow accounts.
- Financial Management II Monitoring Checklist: Transaction Testing Checklist is typically utilized at the second onsite monitoring visit to review the City's:
 - accounting records and checks a sampling of invoices,
 - contracts,
 - distributions, and bank statements to ensure that the local government is complying with federal regulations and state laws.

These checklists are located on the FLORIDA COMMERCE website. The City will respond in a timely manner to any potential FLORIDA COMMERCE financial monitoring findings or concerns. **The City will adhere that source documents will provide all details of the transaction to be paid with CDBG-MIT funds and that the sub-recipient understands that it is their responsibility to document how CDBG-MIT funding is being utilized in accordance to their approved scope of work. These documents must be in original form, not photocopy.**

Internal Controls

Internal controls consist of policies and procedures, job responsibilities, qualified personnel, and records management that are designed to safeguard assets such as cash, property, and other assets. The City will establish a system of internal controls that meets the following minimum requirements:

- A single individual will not be allowed to exercise complete control over all phases of any significant transaction. This means, for example, that the same person cannot purchase materials, receive materials, authorize payment for the materials, and write the check to pay for materials.
- Record keeping will be kept separate from operations and handling and custody of assets.
- Monthly reconciliation and verification of cash balances with bank statements will be made by employees who do not handle or record cash or sign checks.
- Actual lines of responsibility will be clearly established, and a single person identified to assume responsibility for management oversight of the entire financial management system.
- The person who prepares payroll will not handle related paychecks. If signature stamps are used, they will not be under the control of the same individual who retains blank checks.

The City's system of internal controls will outline specific program and financial management responsibilities and will enable the City to maintain the necessary records needed for compliance with Florida law and federal requirements. Where possible, the City's accounting policies and procedures will mirror the requirements of the Florida Office of the Auditor General.

Financial System

The City will ensure that all source documentation for each transaction is adequately maintained and provided upon request with all details deemed necessary by FLORIDA COMMERCE, the U.S. Department of Housing and Urban Development (HUD), Florida's Chief Financial Officer, and Auditor General. **The City will ensure that the financial system will provide accurate, current, and complete disclosure of the financial status of the CDBG-MIT project by eligible program activity.** The information contained in source documents is necessary for accounting purposes and will be recorded in one of the books of original entry before being filed. **The financial system will compile and justify data required in reports submitted to COM.** The City acknowledges that a variety of source documents and records are needed to properly account for CDBG transactions.

Supporting documentation will demonstrate that costs charged against CDBG funds:

- were incurred during the effective period of the City's agreement with the state,
- were actually paid out (or properly accrued),
- were expended on allowable items, and
- had been approved by the responsible staff and official(s) for the City.

These documents include the following:

- **Purchase Orders** (if utilized) will be prepared in the same format as other purchase orders except that appropriate CDBG program classification data will be coded on the document. Purchase orders, when utilized, will be approved by the City's Chief Financial Officer and the City Manager. After approval, one copy will be retained by the program department to verify receipt of goods, and the original will be retained by the finance officer.
- **Contracts** will be filed in the CDBG City's City Clerk. Each contract will identify the activity, program, or project to be charged. If multiple contracts are issued for each project or if non-contractual charges are recorded against a project, a separate record will be maintained for each contract to provide readily available information on contract balances. The City will ensure there is a separate obligation for each contract relating to the same activity to prevent overpayment of any contract. In addition, a Cash Control Register **and Addendum record of direct deposit payments** will be maintained to provide summary information for all CDBG contracts.
- **Vendor Invoices** to be paid with CDBG funds will first be referred to the program office, compared to the purchase order, checked for appropriateness and accuracy, approved, and coded, as necessary. Approved vendor invoices and appropriate supporting documents will then be forwarded to the finance officer for processing, entry into the financial system and payment. **Additionally, monthly bank statements with canceled checks will also be filed in financial system.**
- **Weekly Time-distribution Sheets** for all employees paid from CDBG funds. Employees will complete time sheets that indicate the number of hours worked on CDBG projects, other grant projects, local government activities, and job duties. Time sheets will then be referred to the finance department so that charges to the correct programs and projects can be computed and properly charged. The City understands that payroll expenses can only be paid from CDBG funds based on time and attendance records.
- **CDBG Financial Files** that demonstrate the program's financial soundness and regulatory compliance. The City will maintain an orderly record of CDBG transactions that will withstand the scrutiny of FLORIDA COMMERCE monitoring and an audit. The City's financial files will be maintained in logical system. Two broad categories of files will be utilized: process files and permanent files (see below).
- **Space and Utilities:** Costs for space will be supported by documentation such as rental or lease agreements. Utility costs will be supported by bills from utility companies. Both types of expenses will be supported by canceled checks. If the cost of space or utilities is split between the CDBG program and other sources, a reasonable method will be in place to allocate the charges fairly among the sources.
- **Supplies:** Documentation for expenditures for supplies will include:
 1. purchase orders or requisition forms initiated by an authorized representative of the City,
 2. invoices from vendors that have been signed off by the City to indicate goods were received,

3. canceled checks from vendors demonstrating payment was made,
4. information regarding where supplies are being stored, and
5. for what cost objective(s) the supplies are being used.

Process Files

Process files are working files that are used until source documents are processed and posted. They include the following:

- **Open Purchase Order File:** All purchase orders that have been issued but not yet filled by vendors will be filed sequentially by purchase-order number. When goods are delivered, all invoices received, and all appropriate approvals obtained, the purchase order will be removed and filed with related invoices and the receiving report in the pending payments file. This file contains encumbrances against the project budget.
- **Pending Payments File:** All source documents that will generate a cash disbursement will be stored in the pending payments file and will be maintained by due date. If a discount is offered for early payment, every effort will be made to make the payment early. A schedule of bills payable from approved invoices and the account to be charged will also be kept in this file.
- **Pending Receipt File:** This file will contain copies of outstanding bills and requests for funds submitted to the CDBG program that have not yet been recorded in the Cash Receipts Journal or posted to the CDBG Cash Control Register. Documentation will also include each completed request for funds package submitted to FLORIDA COMMERCE through SERA.
- **Personnel Payroll File:** This file will contain a record for each employee who works on CDBG activities and includes the rate at which the employee's salary can be charged to the CDBG program. Time sheets showing the amount of time each employee spends on CDBG activities will be kept on file. This file will be maintained in addition to the local government's official personnel records.

Permanent Files

The City will maintain these files for all source documents and other records once they have been processed and posted to books of original entry. Documents removed from process files will be placed in the permanent files after all processing is complete (i.e., placing bank verifications or CDBG contract payment transactions in a CDBG Receipt File).

Purchase requisitions, purchase orders, and related invoices are filed together; contracts, related invoices, payment vouchers, and check copies are filed together; and grant fund receipt documentation is filed together. Permanent files contain the documents necessary for undertaking an audit of the program. For ease of FLORIDA COMMERCE financial monitoring, complete request for funds packages will be included in a permanent request for funds (RFF) file. **The process of review and approval of purchase requisitions will monitor obligations and expenditures against their approved budgets for CDBG-MIT Grant funded activities.**

CDBG Accounting Records

CDBG records are used to accumulate CDBG accounting information for financial reporting. The City will utilize and maintain the following required CDBG accounting records listed below.

- **Cash-receipts Journal:** All receipts of cash that are deposited into the CDBG account(s) will be recorded in the cash-receipts journal. Receipts may include contract payments to the City from the CDBG program, receipts from the disposition of land, program income, and any other CDBG related cash received. The general procedure for using this journal will be to record every CDBG receipt by date in the order that it was received and indicate the source of the funds received, account or activity line item to be credited, receipt number, and date. A notation regarding final disposition for all funds received will also be included in the journal.
- **Cash-disbursements Journal:** The City will enter all expenditures for CDBG program costs into the cash-disbursements journal. Disbursement entries will include the names of the vendors, dates paid, purchase order numbers paid against, check numbers, and references to the CDBG program activities the disbursements address. **Additionally, the review and approval process of these disbursements will monitor obligations and expenditures against their approved budgets for CDBG-MIT Grant funded activities.**
- **Journal Voucher:** The City utilizes a journal voucher within the accounting system to properly record and justify amounts that are adjustments to the general ledger system.
- **Property Register:** The City will maintain a listing of all property acquired in part or entirely using CDBG funds. This list will be maintained to comply with state and federal standards relating to acquisition, control, and disposition of real and personal property. Examples of property that would be recorded in the register include both real property and office equipment. **The City will maintain equipment inventory tracking logs/sheets for all CDBG funded equipment.**
- **Detailed Activity Ledger:** To maintain accounting control, the City will establish and utilize a detailed activity ledger that records all financial transactions, including receipts and expenditures, under a CDBG agreement. In instances when the City has several ongoing projects the City will maintain a separate project activity ledger, each relating to a particular project in this ledger. The project activity ledgers will combine to create the overall detailed activity ledger. **The City tracks costs daily as financial transactions occur and are posted to the activity ledger. This detailed activity ledger tracks expenditure costs by posting any and all invoices associated with each request for payment. Additionally, this tracks revenue sources for these invoices by grant funds or matching funds/other.**
- **Cash Control Register**
In addition to the above control procedures, CDBG financial reporting and control, the City will utilize a CDBG Cash Control Register. **The City will also utilize a check register.** This register will be used to document and control the following:
 - State of Florida funds received

- Requests for Funds (drawdowns on grant reservation)
- Balance of CDBG cash on hand
- Balance of CDBG grant funds (budget balances) available by line item
- Collections, refunds, and miscellaneous receipts
- Disbursements

This register is critical because it summarizes the status of CDBG cash on hand and line-item budget balances. The City will review the Cash Control Register on a regular basis to endure ongoing compliance with CDBG rules and regulations relating to cash on hand. The register will also serve as a cross-reference to the journal accounts such as cash receipts and disbursements and the detailed project ledger.

Accounting for Cash Receipts

Cash receipts for the CDBG program come primarily from the state as contract payments based on Requests for Funds. The City will log all CDBG project related cash receipts from all sources including FLORIDA COMMERCE and other sources in a Cash Receipts Journal, a CDBG Cash Control Register, and a detailed Project Ledger.

Accounting for Cash Disbursements

The City will establish specific days on which it will disburse CDBG funds. The frequency of these payment dates will depend on transaction volumes. To allow time for orderly processing and requisitioning of CDBG contract funds, cut-off dates for receipt of invoices to be paid in the next pay date will be established. The City will take measures to ensure that all cash disbursements are supported by source documentation, that fully explains and documents the reason for the disbursement. Examples of source documentation include invoices, time sheets, and payroll vouchers.

Contractor payments will be made only after determining that the contractor is performing in accordance with contract provisions and time schedules, that deliverables have been completed, and that any problems identified by the City during compliance monitoring or inspections have been corrected. that fully explain and document the reason for the disbursement will record all cash disbursements in the CDBG Cash Disbursements Journal, the CDBG Cash Control Register, and CDBG Detailed Activity Ledger.

For infrastructure, public facility and some multifamily construction project, disbursements, the contractor will be required to provide weekly signed certified payrolls to ensure compliance with Labor Standards (Davis-Bacon, Copeland Act, and CWHSSA). The City's staff or consultant will review the certified payroll for compliance prior to any payments being made to the contractor. Also, prior to payments being made to the contractor, the City's program staff / engineer will conduct an onsite review of the work accomplished to date, compare the accomplishments to the work reported in the contractor's invoice and will sign off on any pay requests, certifying that the work reported by the contractor has been completed.

Prior to the final payment being made to the contractor, the City's program staff /engineer must inspect the work site(s) and provide a Certification of Completion, and the City or its consultant will confirm that all required documentation and reports from the contractor have been received and are complete and in good order.

Allowable Costs

The standards for determining reasonableness, allowability, and allocability of costs incurred as part of CDBG-DR -financed activities are found in 2 CFR 200.403. According to general guidelines contained in 2 CFR 200.403, a cost is allowable under the CDBG program as follows:

- The expenditure is necessary, reasonable, and directly related to the grant.
- The cost conforms with any limitations or exclusions established in 24 CFR 200 Subpart E (Cost Principles) or the CDBG award.
- The expenditure is consistent with policies and procedures that apply uniformly to both federally funded and other activities of the state or the City.
- The cost is accorded equal treatment. For example, a direct cost cannot be assigned if in other similar circumstances the cost was allocated as an indirect cost.
- The cost is in accordance with generally accepted accounting principles, except for states, local governments, and tribes only, as otherwise provided for in 2 CFR 200.416 and 2 CFR 200.417 (Cost Allocation Plans and Indirect Cost Proposals), and 2 CFR 200.417 (Interagency Service).
- The cost is not used to meet cost-sharing or matching requirements of any federally funded program. See 2 CFR 200.306(b) regarding cost sharing and matching.
- Costs must be adequately documented. See 2 CFR 200.300 through 2 CFR 200.309 for more information.

The City will ensure that all costs under the CDBG program are allowable as outlined in 24 CFR 570 and the HUD's State Community Development Block Grant Program: Guide to National Objectives and Eligible Activities, December 2014.

Necessary Costs

Costs must be necessary expenditures of Federal funding in order to meet program objectives. Unnecessary costs are those that are not required to achieve the objectives of the CDBG agreement or not related to the CDBG program being administered.

Reasonable Costs

Reasonable costs are described in 2 CFR 200.404: "A cost is reasonable if, in its nature and amount, it does not exceed that which would be incurred by a prudent person under the circumstances prevailing at the time the decision was made to incur the cost."

In determining reasonableness of a given cost, consideration must be given to the following:

- Whether the cost is of a type generally recognized as ordinary and necessary for the operation of the non-federal entity or the proper and efficient performance of the federal award
- Restraints or requirements imposed by such factors as sound business practices; arm's-length bargaining; federal, state, local, tribal, and other laws and regulations; and terms and conditions of the federal award
- Market prices for comparable goods or services for the geographic area
- Whether individuals concerned acted with prudence in the circumstances considering their responsibilities to the non-federal entity, its employees, its students or membership (where applicable), the public at large, and the federal government
- Whether the non-federal entity significantly deviates from its established practices and policies regarding incurrence of costs, which may unjustifiably increase the federal award's cost.

The City will ensure that all costs under the CDBG program are reasonable.

Allocable Costs

Allocable costs are described in 2 CFR 200.405: "A cost is allocable to a particular Federal award or other cost objective if the goods or services involved are chargeable or assignable to that Federal award or cost objective in accordance with relative benefits received." This standard is met if the cost:

- Is incurred specifically for the federal award;
- Benefits both the federal award and other work of the non-federal entity and can be distributed in proportions that may be approximated using reasonable methods; and
- Is necessary to the overall operation of the non-federal entity and is assignable in part to the federal award in accordance with the principles in this subpart (2 CFR 200, Subpart E, Cost Principles).

The City will ensure that all costs under the CDBG program are allocable.

Program Income

Program income is the gross income received by a state, a unit of general local government (ULGL), or a subrecipient of a UGLG that was generated from the use of CDBG funds that exceeds \$35,000 received in a single year (24 CFR 570.489(e)2).

Examples of program income include the following:

- Proceeds from the sale or long-term lease of real property purchased or improved with CDBG funds
- Proceeds from disposition of equipment purchased with CDBG funds
- Gross income from use or rental of property acquired by the City or its subrecipient with CDBG funds, less the costs incidental to the generation of such income
- Gross income from use or rental of property owned by the City or other entity that was constructed or improved with CDBG funds, less any costs incidental to the generation of such income

- Payments of principal and interest on loans made using CDBG funds
- Proceeds from the sale of loans made with CDBG funds
- Proceeds from the sale of obligations secured by loans made with CDBG funds
- Interest earned on program income, pending the disposition of such program income
- Funds collected through special assessments made against nonresidential properties owned and occupied by households not of low and moderate income, where such assessments are used to recover all or part of the CDBG portion of a public improvement

Program income received by a unit of local government must be recorded in its financial records system and must be recorded in the same activity line item as generated the program income. Program income must be spent first on subsequent expenditures.

The City will report any program income generated from CDBG projects in the Quarterly Status Report. The City will return any program income generated after the closeout of the CDBG agreement to FLORIDA COMMERCE. The City also understands that any program income generated prior to closeout must be returned to FLORIDA COMMERCE, unless the program income can be used for additional units of CDBG activities that are specified in a modification to the agreement executed prior to the closeout. It is also understood that program income included in the project by modification to the agreement must be used in accordance with 2 C.F.R. part 200, 24 C.F.R. part 570.504 and the terms of the CDBG agreement.

Annual Audits

The City will maintain detailed and organized financial records and will be prepared to provide the same to its auditor for annual audits. For years that the City expends \$750,000 or more in federal funds, it will submit a Single Act or Program Specific Audit to FLORIDA COMMERCE and the Florida Auditor General no later than June 30. For years that the City expends less than \$750,000 in federal funds, it will submit a FLORIDA COMMERCE Audit Certification Memo to FLORIDA COMMERCE no later than June 30. Additionally, the City will submit an Audit Compliance Certification (an attachment to the CDBG agreement) no later than sixty calendar days following the end of its fiscal year. The City will respond in a timely manner to any potential audit findings or issues and to any potential FLORIDA COMMERCE Audit Management Letters.

Common Deficiencies

The City is aware that the issues listed below are the most common record-keeping deficiencies encountered during program monitoring and audits.

- Inadequate financial records
- Inadequate source documentation
- Inadequate procedures for verification of cost allowability
- Inadequate procedures for certifying operating agencies' financial systems

- Delays between drawdown and expenditure of funds
- Inadequate process to prevent overpayment of an activity budget line item
- Inadequate accounting of program income
- Inadequate or untimely financial reports

The City will take the necessary measures to be prepared and avoid these inadequacies. The City will ensure that all audit findings are responded to in a timely manner within the audit cycle. When it comes to personally identifiable information (PII) the City will meet reasonable measures to safeguard this information that is applicable with Federal, State, and Local laws regarding privacy and obligations of confidentiality.

CDBG Payments

Prior to transmission of contract funds, the City will complete and submit to the CDBG program a Subrecipient Enterprise Resource Application (SERA) system Access Authorization Form. The City understands that this form is used to inform FLORIDA COMMERCE of the names of persons permitted to sign Requests for Funds. Requests for Funds forms will be signed by one or more of the City's authorized individuals identified on the form. The Signature Authorization will identify the financial institution, its mailing address, telephone number, and the account number to which CDBG funds will be transmitted.

The City understands there can be no erasures or corrections on the SERA Access Authorization Form. The City will submit three copies, each having original signatures, to FLORIDA COMMERCE. In instances when it is necessary to change or update information on the Signature Authorization Form, the City will follow the same instructions.

The City will ensure that there is no comingling of funds by placing CDBG funds in a separate bank account or by demonstrating that its accounting system has sufficient capacity and internal controls to separately track the receipts and expenditures of the CDBG grant. For CDBG projects that are funded through an advance process, the City will ensure that these CDBG funds will be maintained in a separate non-interest-bearing account. Any interest paid on the account will be remitted to FLORIDA COMMERCE for return to the U.S. Treasury.

The City will submit requests for funds through the FLORIDA COMMERCE SERA system. To ensure the timely expenditure of CDBG funds the City will submit requests for funds on a regular basis and in accordance with the CDBG agreement's Scope of Work, Project Detail Budget and Activity Work Plans. These request for funds will include a signed invoice from the City as well as all contractor invoices, cancelled checks and other documentation required by FLORIDA COMMERCE that supports the expenditures reflected in the City's invoice. Once the City has received the reimbursement of grant funds, they will be properly recorder in the financial system that is specific to CDBG funds.

The City will not expend or obligate more than \$5,000 for administration, prior to receiving a Release of Funds from the CDBG program. The release will clearly state that environmental conditions have been removed and funds have been released for expenditure. Furthermore, the City will not draw funds for any activity that has been conditioned in the contract agreement until a Removal of Special Conditions is granted by FLORIDA COMMERCE. The City will review its contract award agreement for special conditions prior to obligating or requesting funds.

Record Keeping

In the simplest terms, CDBG financial transactions involve receiving cash (such as contract funds from FLORIDA COMMERCE's CDBG program or program income) and spending cash for eligible activities. Every CDBG financial transaction will be recorded in the accounting records as soon as possible. The City will ensure timely and accurate recording of financial transactions utilizing the appropriate source documents, files, and accounting records. The City will maintain records a minimum of 6 years from the date of the receipt of the final audit for the year in which the grant was closed out (2 CFR 200.333). The City understands that this period for records retention will be extended if any litigation, claim, negotiation, audit or other action involving the records has been started prior to the expiration of the controlling period. The City will provide access to these records and audits to FLORIDA COMMERCE, Florida's CFO, and the Auditor General upon request for a period of six (6) years following the final audit, unless extended by FLORIDA COMMERCE. The City additionally understands that such extensions will be in place until the completion of any associated actions and resolution of all associated issues have been determined.

CITY OF COCOA BEACH

COMMUNITY DEVELOPMENT BLOCK GRANT



QUALITY ASSURANCE/QUALITY CONTROL (QA/QC) PROCEDURES

QUALITY ASSURANCE/QUALITY CONTROL (QA/QC) PROCEDURES

The purpose of these Quality Assurance/Quality Control (QA/QC) procedures is to assure the City of Cocoa Beach's ("City") CDBG program quality, ensure the program meets performance measures, and to ensure compliance with rules, regulations, statutes, laws, best practices and requirements identified by the federal government, the State of Florida and those incorporated in the City's contractual agreement with the **Florida Commerce**.

This document is the general approach for compliance of the City's CDBG program, establishing monitoring practices and oversight of all program areas including:

- Self-Evaluation
- Eligible Activities and National Objective
- Duplication of Benefits
- Procurements
- Environmental Review
- Acquisition
- Financial Systems and Financial Management
- Monitoring
- Project Progress and Amendments
- Construction Related (Labor Standards Compliance/Engineer or Housing Specialist Inspection Services/Certification of Completion or Certificate of Completion or Occupancy [housing])
- Civil Rights (Fair Housing, EEO, MWBE, Section 504, and Section 3)
- Reporting
- Complaints
- Records Retention
- Public Records Requests

Self-Evaluation, Capacity and Monitoring Plan

The City will, upon receipt of notification of award OR receipt of an executed CDBG agreement, evaluate its capacity, staffing, grant management history, financial systems and fiscal history (i.e., any previous financial monitoring findings or concerns from previous grants and/or audit findings or compliance issues) and coupled with **Florida Commerce**'s Risk Assessment will put into place strategic adjustments that supplement the City's existing capacity. These adjustments may include such actions as purchasing updated accounting software, hiring additional staff or hiring consultants. In addition, to these adjustments, the City will adhere to and participate in monitoring in accordance with **Florida Commerce**'s monitoring plan.

The City will adhere to providing the forum, frequency, and detail of discussion for quality assurance/quality control findings and will take place on City property and the persons in attendance will consist of city staff. These will be scheduled quarterly. The Water Reclamation Director will handle all reviews issued by City staff and

details of discussion. For all quality assurance/quality control findings or exceptions that are systematic in nature will require the development of a Corrective Action Plan (CAP).

Eligible Activities and Meeting a National Objective

The City will take the appropriate steps to ensure that only eligible activities are addressed with CDBG funds and that projects paid for with these grant funds meet a National Objective. Activities approved through the project's application and contracting with FLORIDA COMMERCE are assumed to meet the tests for being eligible activities and for meeting a National Objective. Any changes in the activities, beneficiaries and scope of work will require reviews by City staff and FLORIDA COMMERCE to determine the eligibility of activities and whether or not a project continues to meet a National Object. Projects that provide direct benefit to residents, such as housing rehabilitation will require the beneficiaries to provide substantial documentation of household income to ensure they are low-to-moderate income, or in the case of work on a multi-unit housing project documentation confirming that at least 51% of the units are occupied by person from low-to-moderate income and/or will be or remain available and affordable to persons from low-to-moderate income households.

Duplication of Benefits

The City, will take ongoing measures to ensure that there is no Duplication of Benefits (DOB) utilizing the CDBG funds. For Disaster Recovery projects the City will adhere to the requirements of the Stafford Act to avoid DOB. A DOB occurs when a person, household, business, government, or other entity receives financial assistance from multiple sources for the same purpose, and the total assistance received for that purpose is more than the total need for assistance. Within the CDBG program, all grantees are bound by Section 312 of the Stafford Act, as amended by the DRRA, and the OMB Cost Principles within 2 C.F.R. § 200 that requires all costs to be "necessary and reasonable for the performance of the Federal award."

The City will ensure that no DOB occurs by:

1. Assessing Need: Determine the amount of need (total cost) to accomplish a project.
2. Determining Available Assistance: Determine the amount of assistance that has or will be provided from all sources to pay for the cost of the project.
3. Calculating Unmet Need: Determine the amount of assistance already provided compared to the need to determine the maximum CDBG award (unmet need)
4. Documenting the analysis: Document calculation and maintain adequate documentation justifying determination of maximum award.

Procurements

The City will follow 2 CFR 200.317-326 and the City's adopted and FLORIDA COMMERCE approved Procurement Policy for all procurements funded by CDBG. Additionally, the City will adhere to the requirements of Section 287.055 Florida Statutes when conducting procurements for professional services such as grant administration engineering. The City will advertise its procurements for CDBG funded work and services in a regional Metropolitan Statistical Area newspaper of general circulation. Construction procurements will additionally adhere to Sections 255.05 (bonding), 255.0525 and FLORIDA COMMERCE requirements (advertising times).

Requests for Proposals, at a minimum, must be advertised at least twelve (12) days prior to the deadline for receipt of proposals.

The City will make every effort to ensure that no conflicts of interest occur in the procurements process. City elected officials and staff will be required to divulge any potential conflicts of interest and will be required to remove themselves from the process and abstain from participation in any procurements where an actual or a perceived conflict of interest exists.

In the event of any bid protest, the City, will follow the procedure as outlined in Section 127.57(3) Florida Statutes and will notify its FLORIDA COMMERCE contract manager immediately of any protests it receives. The City will communicate any other procurement challenges or problems to its FLORIDA COMMERCE contract manager immediately.

The City will ensure that it has an E-Verify Memorandum of Understanding (MOU) and will include a requirement in all contracts with contractors, subcontractors, consultants and sub recipients, funded with CDBG funds, to utilize the U.S. Department of Homeland Security's E-verify system (E-Verify) to verify employment eligibility of all new employees hired during the term of the CDBG agreement. Additionally, the City will utilize E-Verify for any new employees it hires during the Grant Period.

The City will include the Section 3 Clause in all contracts with contractors, subcontractors, consultants and subrecipients that are \$100,000 or more.

Environmental Review

Prior to the expenditure any CDBG funded project, other than the allowable expenditures for administration, the City will complete a HUD required Environmental Review that meets the requirements of 24 CFR Part 58. While additional environmental reviews, studies or reports (such as a Phase I and Phase II Environmental Study typically conducted by an engineer) may be required and may also be needed for the HUD Environmental Review, the City understands that these reviews, studies and reports are not a substitute for the HUD required Environmental Review. The City understands that any expenditure of or commitment to expend CDBG funds (other than the allowable \$5,000 for initial administration) prior to its receipt of FLORIDA COMMERCE's Authority to Use Grants Funds will not be eligible for payment or reimbursement with CDBG funds. Commitments to expend funds, include but are not limited to the actual expenditure of funds, construction bidding and/or award, and agreements to acquire property.

Acquisition and Displacement/Relocation

The City will adhere to 49 CFR Part 24, the Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs when purchasing property for a CDBG, regardless of the source of the funding. Additionally, the City will make every effort to avoid CDBG funded projects that displace people or businesses. In instances where the CDBG funded project will displace persons or businesses, the City will ensure that those displaced are accommodated as directed and required in the regulations.

Financial Managements Systems and Financial Management

The City will manage all financial aspects of the CDBG program by ensuring that its financial systems and staff are structured in a manner that ensures optimal accountability and adheres to federal and state accounting requirements. All CDBG awards will be included in the City's budget. A staffing system will be structured that ensures, to the extent possible, segregation of duties in the financial processes.

In instances where non-CDBG funding will be used with CDBG funding, the funding sources and uses will be clearly represented as separate funding streams and expenses in the City's accounting systems. The City's accounting system or subset of the same will be structured in a manner that reports budget to actual expenditures, detailed check/expenditure registers, and cash balance reporting and expenditures by request for funds.

The City will ensure that there is no comingling of funds by placing CDBG funds in a separate bank account or by demonstrating that its accounting system has sufficient capacity and internal controls to separately track the receipts and expenditures of the CDBG grant. For CDBG projects that are funded through an advance process, the City will ensure that these CDBG funds will be maintained in a separate non-interest-bearing account.

The City will report any program income generated from CDBG projects in the Quarterly Status Report. The City will return any program income generated after the closeout of the CDBG agreement to FLORIDA COMMERCE. The City also understands that any program income generated prior to closeout must be returned to FLORIDA COMMERCE unless the program income can be used for additional units of CDBG activities that are specified in a modification to the agreement executed prior to the closeout. It is also understood that program income included in the project by modification to the agreement must be used in accordance with 2 C.F.R. part 200, 24 C.F.R. part 570.504 and the terms of the CDBG agreement.

The City will submit requests for funds through the FLORIDA COMMERCE Subrecipient Enterprise Resource Application (SERA) system. To ensure the timely expenditure of CDBG funds the City will submit requests for funds on a regular basis and in accordance with the CDBG agreement's Scope of Work, Project Detail Budget and Activity Work Plans. These request for funds will include a signed invoice from the City as well as all contractor invoices, cancelled checks and other documentation required by FLORIDA COMMERCE that supports the expenditures reflected in the City's invoice.

The City will maintain detailed and organized financial records and will be prepared to provide the same for FLORIDA COMMERCE monitorings and annual audits. For years that the City expends \$750,000 or more in federal funds, it will submit a Single Act or Program Specific Audit to FLORIDA COMMERCE and the Florida Auditor General no later than June 30. For years that the City expends less than \$750,000 in federal funds, it will submit a FLORIDA COMMERCE Audit Certification Memo to FLORIDA COMMERCE no later than June 30. Additionally, the City will submit an Audit Compliance Certification (an attachment to the CDBG agreement) no later than sixty (60) calendar days following the end of its fiscal year. The City will respond in a timely manner to any potential FLORIDA COMMERCE financial monitoring findings or concerns and to any potential audit findings or issues.

Monitoring

The City, on an ongoing basis, will self-monitor to ensure:

1. adherence to the requirements of the CDBG agreement, as well as state and federal requirements,
2. adequate efforts are made, and actions taken to Affirmatively Further Fair Housing, that additional efforts are made toward Affirmative Action, enhancing opportunities for minority and women business enterprises (MWBE) in procurements, ensuring program access for handicap persons (Section 504), as well as staffing and beneficiaries, and proactive approaches to providing opportunities to low to moderate income persons (Section 3).

3. the project's timely progress as it relates to the agreement's Milestones/Activity Work Plans/Timeline,
4. the project's timely expenditure rate,
5. the maintenance and accuracy of project related accounting,
6. that project work is certified complete by a Housing Rehab Specialist and Building Official for housing projects and by an engineer for infrastructure and public facilities projects,
7. timely submission of required reporting,
8. complete, correct and organized retention of records,
9. the avoidance of conflicts of interest in procurements and beneficiaries,
10. the timely and appropriate response to complaints, and
11. the timely response to public records requests.

The City will prioritize preparation for, participation in and responses to FLORIDA COMMERCE monitoring visits and desk monitoring. The City will prepare for this monitoring by:

1. completing, when available, FLORIDA COMMERCE monitoring checklists to organize appropriate files and copies of backup,
2. utilizing FLORIDA COMMERCE monitoring checklists and/or FLORIDA COMMERCE Initial Document Request List from the FLORIDA COMMERCE monitoring notification letter to organize appropriate files, documents, policies, financials record, etc.,
3. providing FLORIDA COMMERCE advanced copies of requested files, documents, policies, financial records, etc., for desk and remote monitoring,
4. having appropriate City staff including program and fiscal staff as well as consultants (if applicable) available for the monitoring, whether they are desk, remote or in person monitoring,
5. making sure a local elected official or City Manager is available for the entrance and exit interviews, and
6. making appropriate City staff available for interim telephone conference calls, which are not actual monitoring, but serve to provide FLORIDA COMMERCE project updates.

The City will respond to FLORIDA COMMERCE monitoring questions, findings and concerns by:

1. providing FLORIDA COMMERCE any requested additional documentation or information in a timely manner,
2. taking appropriate action(s) to correct any monitoring findings and/or concerns, and
3. providing FLORIDA COMMERCE with a timely written response to any monitoring findings and/or concerns.

The City will additionally review ongoing FLORIDA COMMERCE and HUD correspondence and notices as well as annual audit reports and will take necessary prescribed actions to correct or improve any items requiring corrections or improvements and will in a timely manner respond in writing to FLORIDA COMMERCE regarding these actions, when required.

The City is committed to requesting technical assistance from FLORIDA COMMERCE, as needed, to ensure project quality, compliance and progress.

Project Progress and Amendments

The City understands that the timely completion of the CDBG project and timely expenditure of funds must be a priority as it is vital to provide the grant funded repairs, improvements, infrastructure, public facilities, housing and/or services to its residents. Additionally, the City is aware of the mandates on HUD and FLORIDA

COMMERCE to expend the grant funds in a timely manner, and that failure to do so can potentially jeopardize additional future funding opportunities.

The City is committed to working within the parameters and requirements of the program to ensure timely completion of the CDBG project. In the event that unforeseen and unavoidable delays are imminent, the City will communicate in a reasonable timeframe with the appropriate FLORIDA COMMERCE staff and if necessary, will initiate a request for any necessary contract amendments to align actual timeframes with project work plans, timelines and to adjust expiration dates if necessary.

Construction Elements

The City will conduct the bidding process, taking actions to promote minority and women business enterprises and Section 3 participation and advertising for the required time frames. As required, the City will conduct a pre-bid conference/meeting, will provide bid documents at a reasonable cost, will receive sealed bids with proper bonding and required documents, will open the bids publicly, will create or obtain a bid tabulation and award recommendation from staff or the project engineer, will have the governing body vote to award the contract to the contractor pending receipt of any additional information including proof of active registration in the SAM.gov system, required bonds and proof documenting that the contractor is not on the Excluded Parties list.

Follow receipt of these documents, the City will request contractor clearance from FLORIDA COMMERCE and once received, will execute a contract with the contractor.

Following execution of the construction contract, the City will conduct a pre-construction meeting with the contractor and discuss requirements for Section 3, MWBE, Davis Bacon (prevailing wage requirements) including submission of weekly certified payroll reports, Contract Work Hours and Safety Standards Act (CWHSSA) requiring time and a half pay for hours worked over 40 hours per week, and Copeland Act-Anti-Kickback assuring contractors do not induce an employee to give up part of their compensation they are entitled to. This meeting will also serve to outline schedules for work, payments and other discussions deemed necessary with the contractor.

The City will then issue a Notice to Proceed to the contractor allowing the contractor to begin construction.

The contractor will be required to provide weekly signed certified payrolls to ensure compliance with Labor Standards (Davis-Bacon, Copeland Act, and CWHSSA). The City's staff or consultant will review the certified payrolls for compliance prior to any payments to the contractor. Also, prior to payments being made to the contractor, the City's engineer will conduct an onsite review of the work accomplished to date, compare the accomplishments to the work reported in the contractor's invoice and will sign off on any pay requests certifying that the work reported by the contractor has been completed.

Prior to the final payment being made to the contractor, the City's engineer must inspect the work site(s) and provide a Certification of Completion, and the City or its consultant will confirm that all required documentation and reports from the contractor have been received and are complete and in good order.

Civil Rights Compliance

The City will adhere to contract requirements, federal regulations and state laws and rules in meeting Civil Rights requirements. To this end, the City will follow the Civil Rights Compliance attachment to the CDBG agreement, adopting required policies, ordinances and resolutions, designating various coordinators, advertising the coordinators' contact information, conducting various required activities, and establishing various complaint procedures and tracking logs.

The City will ensure compliance in regard to:

1. Affirmatively Furthering Fair Housing,
2. Equal Employment Opportunity (EEO),
3. Section 504 and the Americans with Disabilities Act, and
4. Section 3

Additionally, the City will maintain a list of minority and women business enterprises and will take measures to ensure that when requesting bids, Minority and Women Business Enterprises (MWBE) on this list are contacted and that contractors awarded CDBG funded contracts are required to take measures to hire MWBE subcontractors and make efforts to hire Section 3 residents for available work.

Reporting

The City will provide the required reports as established in the Reports attachment to the CDBG agreement. The City understands that if all reports are not submitted to FLORIDA COMMERCE in an acceptable manner, payments from FLORIDA COMMERCE may be withheld until the reports are properly completed and submitted. The following reports will be submitted to

FLORIDA COMMERCE through the SERA system (or other FLORIDA COMMERCE specified means) by the required outlined dates:

1. Monthly Progress Reports (for Disaster Recovery) will be submitted no later than 10 days following the end of the month.
2. Quarterly Progress Reports or Quarterly Status Reports will be submitted no later than the 10th of April, July, October and January.
3. Contract and Subcontract Activity forms, HUD 2516, reporting MWBE participation as well as Section 3 participation, will be submitted no later than April 15 and October 15.
4. Single or Program Specific Audit will be submitted no later than June 30, if the City expends \$750,000 or more in total federal funds from all sources. If the City expends less than \$750,000 in total federal funds, a FLORIDA COMMERCE Audit Certification Memo will be submitted no later than June 30. Submissions will be made to Audit@FloridaCommerce.myflorida.com or as specified by the FLORIDA COMMERCE staff and to the Florida Auditor General through their website at <https://flaauditor.gov>. Hard copies of the audits may be submitted to FLORIDA COMMERCE and the Audit General via the addresses outlined in the CDBG agreement.
5. Audit Compliance Certification, attesting whether or not an audit submission will be required, will be annually submitted no later than 60 days following the end of the City's fiscal year.
6. An Administrative Closeout Report and supporting documentation will be submitted no later than 60 days following the expiration of the CDBG agreement.
7. Section 3 Report, HUD 60002, will be annually submitted no later than July 30.
8. Any additional updates or reports as requested by FLORIDA COMMERCE will be provided in a timely manner.

Citizen's Complaints

The City will take prompt actions to address any complaints it receives and will make every effort to resolve these complaints in a timely manner.

All complaints received, including verbal (phone calls, in person) and written, will be documented in appropriate log sheets for general citizen's complaints, Fair Housing complaints, EEO complaints and Section 504/ADA complaints. The City will notify its FLORIDA COMMERCE grant manager immediately upon receipt of any of CDBG grant related complaints and will make efforts to address, assist, resolve and/or make referrals on complaints received, whether verbal or written. The actions, results and conclusions of these complaints will be recorded in the appropriate log sheets.

For a complaint to be formally processed, reviewed and responded to by the City in writing, the complaint must:

1. Be submitted in writing,
2. Include the complainant's full name,
3. Include the Complainant's Contact information and preferred method of notification for communications regarding complaint (telephone; physical, postal, and Email addresses), Nature of the complaint (CDBG or Other, please specify), and
4. Include a summary of the complaint and desired remedy requested.

Additionally, the complainant should include previously contacted individuals concerning the complaint and any supporting evidence.

The City will respond in writing to written complaints that meet the above criteria within fifteen (15) days and may take additional measures to address and close the complaint. The City's written response is not a guarantee of resolution to the complaint. CDBG grant related complaints that are not resolved and closed within 30 days will be referred to the City's FLORIDA COMMERCE contract manager.

Records Retention and Access

The City will retain all grant related and grant agreement specified records and audits for a period of five (5) years following the final audit after the grant closeout, or for six (6) state fiscal years after all reporting requirements have been satisfied and final payments have been received; whichever period is longest. The City will provide access to these records and audits to FLORIDA COMMERCE, Florida's CFO, and the Auditor General upon request for a period of six (6) years following the final audit, unless extended by FLORIDA COMMERCE. The City understands that this period for records retention and access will be extended if any litigation, claim, negotiation, audit or other action involving the records has been started prior to the expiration of the controlling periods. The City additionally understands that such extensions will be in place until the completion of any associated actions and resolution of all associated issues have been determined.

Public Records Requests

The City will directly respond to each CDBG agreement related public records request and will notify FLORIDA COMMERCE of such requests by email to PRRequest@FloridaCommerce.myflorida.com within one business day following the date of the records request. Additionally, the City, upon request from FLORIDA COMMERCE's custodian of public records, will provide FLORIDA COMMERCE records or allow inspection of these records within a reasonable time. The City understands that it may be reimbursed for the costs of preparing and providing these records as long as the costs do not exceed the allowable costs outlined in Chapter 119, Florida Statutes. Furthermore, the City understands that FLORIDA COMMERCE may terminate the CDBG agreement if the City fails to provide and/or allow access to public records.

Summary

Utilizing these procedures, the City will make it a priority to implement its CDBG programs in a manner that adheres to federal, state and local requirements, will ensure CDBG projects employ a quality and fiscally responsible process that provides a successful project result in a timely manner.

City of Cocoa Beach



Community Development Block Grant Anti-Fraud, Waste, and Abuse Policy

Anti-Fraud, Waste, and Abuse (AFWA)

The City of Cocoa Beach is the Sub-recipient of Community Development Block Grant funds from the **Florida Commerce** and the United States Department of Housing and Urban Development (HUD). As a steward of public funds, the City is actively working to combat fraud, waste, and abuse in its programs.

This policy is directed specifically to the Community Development Block Grant programs and is intended to establish procedures and processes that will aid in the detection and prevention of fraud, waste, and abuse in the CDBG programs.

This policy applies to all City employees, providers, vendors, contractors, consultants, partners, citizens, applicants, external departments, and agencies doing business with the City, as well as beneficiaries and others associated with, working for, accessing, or attempting to access benefits under the CDBG programs.

Scope

Fraud is the intentional (willful or purposeful) deception or misrepresentation made by a person with the knowledge that the deception could result in some unauthorized benefit to him/herself or some other person. There are many forms of fraud.

Waste includes over-utilizing City services, supplies or equipment, or causing unnecessary costs through carelessness or inefficiency.

Abuse includes activities that result in unnecessary costs to the City. Note that this is financial abuse, not physical or emotional abuse of a person. Physical and emotional abuse of a person should be reported to the police.

Examples of fraud include, but are not limited to, misrepresentation of:

- Income (Unreported or under-reported)
- Household composition
- Financial resources (transferred or hidden resources)
- Residency
- Citizenship status

Other types of fraud include, but are not limited to:

- Using another person's identification
- Forging signatures or documents
- Concealing access to duplicate funding
- Misrepresenting a medical condition to obtain additional benefit
- Misusing funds (diverting them for an unintended use)

Other actions constituting fraud, waste and abuse include, but are not limited to:

- Any dishonest or fraudulent act
- Misappropriation of funds, supplies or assets
- Impropropriety in handling or reporting money or financial transactions
- Profiting as a result of insider knowledge
- Unauthorized disclosure of confidential or private information
- Accepting or seeking anything of material value from contractors, vendors or any person that seeks a beneficial decision, contract, or action from the **Choose an item.**
- Accepting or seeking anything of material value from contractors, vendors or any person that is providing services for CDBG activities
- Unnecessary cost or expenditures
- Diversion of program resources

AFWA Complaint Process

The City's constituents, employees and contractors may report suspected fraud, waste, or abuse by contacting the appropriate **Florida Commerce** CDBG program managers.

All suspected cases of fraud will be taken seriously, and complaints will be reported to the appropriate **Florida Commerce** Compliance and Reporting Manager and **Florida Commerce** Office of the Inspector General at OIG@deo.myflorida.com. If **Florida Commerce** OIG determines that it is appropriate, it will coordinate its investigation with agencies such as the Florida Office of the Inspector General, the Florida Office of the Attorney General, or the Florida Department of Business and Professional Regulation. **The City will adhere to a timely response of 15 working days of the receipt of the complaint. Monitoring for any duplications of benefits, anomalies, suspected fraud related to performance problems, and abuse of funds.**

All substantiated cases of fraud, waste, or abuse of government funds will be forwarded to the United States Department of Housing and Urban Development (HUD), Office of Inspector General (OIG) Fraud Hotline (phone: 1-800-347-3735 or email: hotline@hudoig.gov) and **Florida Commerce's** HUD Community Planning and Development (CPD) Representative.

Fraud, Waste, and Abuse Prevention Measures

The City's governing body is responsible for ensuring that the City's CDBG programs comply with all federal and state regulations as well as recommending improvements that

enhance programmatic efficiency, effectiveness, and documented results. Below are the main critical responsibilities for preventative measures:

- Ensure ongoing compliance with federal, state, and local regulations through review of the policies and procedures, project and beneficiary eligibility and award determinations, and program activity files.
- Conduct regular internal self-monitoring of the City's CDBG programs **that are correlated to CDBG grant activities** and report results to City Manager. **The City will review risk level of all grant programs to determine frequency of monitoring, as stated in 83 FR 28. Dependent upon risk level of grant programs, monitoring frequency and what is reviewed will vary, as stated in 83 FR 28. The City will monitor internal financial management or programmatic oversight related to grantee activities and monitoring, as stated in 83 FR 28. These procedures are referenced in the Federal Register Volume 83, No. 28: (6) Procedures to detect and prevent fraud, waste and abuse. A grantee has adequate procedures to detect and prevent fraud, waste, and abuse if it submits procedures that indicate how the grantee will verify the accuracy of information provided by applicants; if it provides a monitoring policy indicating how and why monitoring is conducted, the frequency of monitoring, and which items are monitored; if it demonstrates that it has an internal auditor that provides both programmatic and financial oversight of grantee activities; and includes a document signed by the internal auditor that describes his or her role in detecting fraud, waste, and abuse. This will be the standard that the City will follow.**
- Identify and assist with investigations of potential fraud, referring cases to **Florida Commerce's** CDBG team and **Florida Commerce's** OIG as appropriate.
- Oversee and coordinate all reporting for **Florida Commerce's** CDBG programs, including state and federal reporting requirements, data analysis, and providing data for **Florida Commerce** leadership.
- Provide technical assistance to program areas regarding compliance issues and questions, as well as monitoring findings.

Confidentiality

Complainants reporting fraud, waste and misuse of federal resources, or other program irregularities may remain anonymous. All information received about suspected fraud, waste and abuse will be treated confidentially. Furthermore, all investigative materials developed and interviews conducted to substantiate the allegations of fraud, waste or abuse will be treated confidentially.

Information will only be disclosed on a need-to-know basis to appropriate law enforcement authorities. No information about the status of an investigation will be shared outside of the City's CDBG Program Manager, **Florida Commerce's** Constituent Services Manager, **Florida Commerce's** Policy Manager, **Florida Commerce's** Compliance and Reporting

Manager, and **Florida Commerce**'s CDBG Program Director and authorized **Florida Commerce** staff members, except with the State or HUD OIG upon conclusion of the investigation or with law enforcement or legal counsel, in the event legal action should be needed.

Whistle-blower's Act of 1986

The City understands that confidentiality is important to avoid retaliation against reporting individuals. Florida's Whistle-blower's Act prevents agencies or independent contractors from taking retaliatory action against an employee who reports to a person or agency designated by the statute (see next paragraph below) violations of law on the part of a public employer or independent contractor [as defined in Section 112.3187(3)(d), Florida Statutes], that create a substantial and specific danger to the public's health, safety or welfare. It also prevents agencies or independent contractors from taking retaliatory action against any person who discloses information to an appropriate agency alleging improper use of governmental office, gross waste of funds, or any other abuse or neglect of duty on the part of an agency, public officer, or employee.

Violations of this act should be reported in accordance with Section 112.3187, Florida Statutes. Any employee who has a complaint should immediately contact the **Florida Commerce** Department head, **Florida Commerce** Office of the Inspector General, the Governor's Office of the Chief Inspector General, the Florida Commission on Human Relations, or the state's whistle-blower's hotline at (800) 543-5353. [Section 112.3187, Florida Statutes]

Cooperation with Official Department Investigations

The City's employees are required to maintain high standards of honesty, integrity, and impartiality and to place the interests of the public ahead of personal interests. When allegations of violations of these standards are received, full and accurate information must be obtained so management may respond appropriately. Toward this end, employees of the City must cooperate with **Florida Commerce** program staff and the duly appointed investigators from **Florida Commerce**'s Office of Inspector General to uncover the facts surrounding possible violations in an official investigation.

Failure to comply as specified above without a valid mitigating reason, such as exercising a right protected by federal or state law, will constitute a violation of this policy and subject the City to appropriate disciplinary action up to and including dismissal of employees of the City.

City of Cocoa Beach

Supersedes: December 10th, 2022 update

Code Number: **4006**



POLICIES AND PROCEDURES MANUAL FINANCE DEPARTMENT

Section: ACCOUNTS PAYABLE/PURCHASING

Subject: PURCHASING POLICIES & PROCEDURES

PURCHASING POLICIES & PROCEDURES

City of Cocoa Beach

Supersedes: December 10th, 2022 update

Code Number: **4006**



POLICIES AND PROCEDURES MANUAL FINANCE DEPARTMENT

Section: ACCOUNTS PAYABLE/PURCHASING

Subject: PURCHASING POLICIES & PROCEDURES

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Section: ACCOUNTS PAYABLE/PURCHASING

Subject: PURCHASING POLICIES & PROCEDURES

GENERAL PURCHASING POLICIES:

It is the policy of the City of Cocoa Beach to approve authorized purchases in the most expedient manner consistent with both operational requirements and internal controls.

It is the policy of the Finance Department to approve purchase requisitions within twenty-four (24) hours from the time requested. This approval is conditioned upon the requesting department supplying the required information.

It is the responsibility of the Chief Financial Officer (CFO), who is appointed by the City Manager, to approve **all** purchases of goods and/or services in accordance with the above policies, and in a manner and method which provides for the most proficient and effective expenditure of City funds. The Chief Financial Officer, or designee, is responsible for the direction of the City's procurement process and operations as directed by Chapter 2, Section 7 of the City of Cocoa Beach Code of Ordinances, Chapter 287 of the Florida Statutes, and other Federal, State and Local laws, statutes, ordinances, directives and policies as they apply to local government purchasing.

The Chief Financial Officer, or designee, recommends rules and procedures relative to the purchasing process, provides assistance and advice, as necessary, in the administration of, and compliance with, the purchasing policies and procedures.

The current primary method of purchasing a product or services for the City is through a purchase order. A purchase order is intended to provide some assurance proper procedures and approvals have been obtained **prior** to placing the order for the product or service. In general, purchases are made through a purchase requisition, which is then processed into a purchase order. Each procurement must include a specific description, including the number of units, of the technical requirements required by the product or service being procured. Certain items do not require a purchase order and are listed under the section "Purchase Order Exceptions" on page 12.

All unbudgeted expenditures require approval from the Chief Financial Officer, or designee, **prior** to placing the order for the product or service

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POLICIES AND PROCEDURES MANUAL FINANCE DEPARTMENT

Section: ACCOUNTS PAYABLE/PURCHASING

Subject: PURCHASING POLICIES & PROCEDURES

PURCHASING CARD (P-CARD) POLICIES:

The City has a procedure to simplify the purchasing process for obtaining supplies, materials, services, travel, and equipment by making available to certain employees the authority to make purchases directly through a purchasing card program.

The purchasing card program is designed to improve efficiency in processing purchases from any authorized vendor that accepts the Visa credit card. Under certain circumstances the City may qualify for rebates by having a sufficient dollar volume of purchases.

This method of purchasing is therefore encouraged but does not mitigate the requirements for bidding procedures and dollar amounts explained below. All capital purchases made with the credit card require the preapproval of the City Manager and Chief Financial Officer (or designees) utilizing HTE's purchase requisition input and approval procedures.

The Finance Department has the responsibility for administration of this program.

See Purchasing Card Policy:

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City employees making unauthorized purchases or participating in other violations of this policy may subject to disciplinary action, up to and including termination.

LOCAL VENDOR PREFERENCE:

Bids shall be awarded to the local vendor¹ when the amount of difference in the bids from acceptable vendors is equal or less than one (1%) percent of the local vendor's bid. Local vendor preference shall apply only when the vendor is located within the City limits and is duly licensed and authorized to engage in the business for which the bid is submitted. Local vendor preference shall not apply to purchases exempt from competitive bidding: goods or services not meeting specifications; vendors with past performance and delivery problems; certain grant funded purchases; or when the City Manager otherwise determines that it

¹ See Resolution 2002 – 25 for the complete policy.

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is not in the City's best interest. Departments must indicate in the comments section of the requisition that a local vendor preference has been applied and the appropriate supporting calculations must be included.

GENERAL PROCUREMENT & PURCHASING PROCEDURES:

The following procedures are approved:

1. For purchases of up to nine hundred ninety-nine dollars and (\$999.99) ninety-nine cents, competitive pricing is not required; however, obtaining quotations is always recommended when practical. Note that the amount above refers to the total purchase price, including any shipping or other costs incidental to the purchase.

REFER TO THE SECTION ON BLANKET PURCHASE ORDERS FOR ADDITIONAL INFORMATION ON PRICING.

2. For purchases of one thousand (\$1,000.00) dollars to fourteen thousand nine hundred ninety-nine (\$14,999.99) dollars, ninety-nine cents competitive pricing is required from at least three (3) sources². A "No Bid" does not constitute a quote. Bids may be sealed or not, depending on department preference. These quotations must be submitted in writing³, and kept on file in the requesting department. The quotations must be entered in the requisition by pressing F8 Requisition Quotes, or option #9 Quotes, when the quotes are by line item.

DO NOT ENTER QUOTES IN THE REQUISITION COMMENTS SECTION (F20).

The Requisition Comments section should be used to note special conditions related to the purchase order such as single or sole source justifications⁴, "piggyback" contract⁵ & contact information, and any other key information that is essential to the approval of the purchase requisition such as the Bid number, project number, and date approved by the Planning Board and/or City Commission (if these are applicable). The documentation requirements for each type of purchase are discussed in detail in the appropriate section.

3. For all purchases in the amount of fifteen thousand (\$ 15,000) dollars or more, sealed bids are required and the Request for Proposal (RFP) or Invitation for Bid (IFB) process must be followed.

² If it was not possible to obtain three (3) quotes, this should be stated in the requisition comments section.

³ Faxed quotes are acceptable as long as copies are retained.

⁴ These two (2) items are addressed in their respective sections.

⁵ Piggybacks and their specific requirements are addressed in detail on page 4.

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Subject: PURCHASING POLICIES & PROCEDURES

4. An agenda item on contracts or purchases in the amount of fifty thousand (\$ 50,000) dollars or more is required for approval by the City Commission. This applies to both budgeted & unbudgeted items.
5. Public improvement projects requiring "sealed" drawings and are expected to have a completed cost in excess of fifty thousand (\$ 50,000) dollars must also be reviewed by the Planning Board prior to proceeding with final design. Repairs of existing facilities are excluded from this requirement. It is the responsibility of the respective departments to determine if their project requires Planning Board review and plan appropriately.
6. Oversight will be maintained to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.
7. Records will be maintained sufficient to detail the history of procurement. These records will include, but are not necessarily limited to, the following: Rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.
8. A time-and-materials type contract will be used only after a determination that no other contract is suitable and if the contract includes a ceiling price that the contractor exceeds at its own risk. If a time-and-materials type contract is used, 2 CFR 200.318 will be adhered to.
9. Contracts will only be awarded to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.
10. The City may "piggyback" on the contracts of other governmental agencies when competitive bid procedures have been followed by that entity. If a State, county or other agency contract is used in lieu of bid procedures, include the appropriate information in the requisition comments section. The minimum requirement is to include the agency, the contract number, expiration date of the contract, and the name and phone number of that contract's administrator. The City may piggyback on previous City bids provided they were received within the previous twelve (12) months and the department is not aware of any interest from other potential vendors.

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Subject: PURCHASING POLICIES & PROCEDURES

11. All annual contracts shall be entered in one (1) Purchase Requisition for the total amount of the contract, and only one (1) Purchase Order number will be assigned. The total amount of the contract shall be entered in the Quantity line of the requisition and the Unit Cost will be one (\$1.00) dollar. Payments shall be withdrawn from that Purchase Order and the amount to be paid will be the amount receipted on the invoice.
12. The City Manager and Chief Financial Officer must approve all Capital purchases. Capital purchases are equipment units or items of a non-consumable nature with a value of seven thousand, five hundred (\$7,500.00) dollars or more and/or an expected service life of one (1) year or more. Equipment or services with a value of less than one thousand (\$1,000.00) dollars that are part of a larger capital project must be charged to the appropriate capital account but do not require the individual approval(s) above. Note that use of project codes is highly recommended when a capital equipment unit or facility is to be constructed using staff resources and personnel.
13. The purchase of all computer equipment/software and related supplies and services shall have the approval of the IT Director or designee before a purchase order/contract is issued, including expenditures for GIS⁶ services, telephone service and equipment, pagers, cell phones, fax machines, copiers, printers, digital cameras, computer training courses and manuals, storage media, database products, software/hardware maintenance agreements and software support, software upgrades, internet access, electronic subscriptions and any other type of data or voice service.
14. The purchase of all vehicles, trucks, heavy equipment, heavy transportation equipment, trailers or any motorized equipment, excluding golf carts and lawnmowers for use at the Golf Course, shall have the approval of the Fleet Maintenance Supervisor before a purchase order/contract is issued.
15. The use of services for temporary employees from employment agencies shall have the approval of the Assistant City Manager or designee as well as the Personnel Director.
16. The use of contracted personnel to provide services shall have the approval of the Assistant City Manager or designee as well as the Personnel Director.

⁶ Geographic Information System

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17. The use of retired or terminated employees as contractors or consultants shall have the approval of the Assistant City Manager or designee as well as the Personnel Director.
18. The purchase of flowers or similar items for bereavement or memorial purposes shall have the approval of the Assistant City Manager or designee.
19. The purchase of City stationery, business cards and envelopes shall be coordinated through the Finance Department.
20. Goods and services may be voluntarily purchased on a group basis for the needs of two (2) or more departments. In addition, the City Manager or Chief Financial Officer may direct certain purchases (uniforms, maintenance supplies, etc.) be coordinated through one particular employee or department.
21. Internet purchases shall follow procurement and purchasing procedures.
22. Owner Direct Purchase (ODP) items "stripped" from contracts or agreements that have obtained the approvals mentioned above are not required to be re-approved. The purchase requisition should contain the necessary background information⁷.
23. Procurement procedures for non-competitive procurement will be consistent with 2 CFR 200.320.
24. Purchasing card (P - Card) procedures are considered a part of this document. See link below:

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City employees participating in violations of the above policy may be subject to disciplinary action, up to and including loss or suspension of P-card.

BREVARD COUNTY PUBLIC ENTITY PURCHASING COOPERATIVE:

The Commission approved entry⁸ into the Brevard County Public Entity Purchasing Cooperative on October 6, 2011. Currently there are six (6) member entities. The objective of the Cooperative is to realize more favorable unit pricing through increased volume. Procurements made through the Cooperative's

⁷ Purchase Orders should identify item(s) as an ODP purchase and indicate these procurements as a single source purchase.

⁸ The interlocal agreement has an indefinite term, it continues until terminated.

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procedures are considered to have met our bidding procedures. Purchase Orders should document these procurements as a single source purchase.

COMPETITIVE PROCUREMENTS (IFB & RFP):

Invitations For Bid (IFB) are written documents issued by the Department Heads and reviewed by the Chief Financial Officer, or designee, inviting potential contractors or vendors to submit sealed, written pricing for specific goods or services in conformance with specifications, terms, conditions, and other requirements described in the bid invitation documents. Formal bids shall be utilized to document procurements of goods and contractual services with an aggregate cost of fifteen thousand (\$15,000) dollars or more.

Procurement documents will comply with Section 508 of the Rehabilitation Act⁹. When developing, procuring, maintaining, or using electronic and information technology, the City will ensure, unless an undue burden would be imposed on the City, that the electronic and information technology allows, regardless of the type of medium of the technology individuals with disabilities to have access to and use of information and data that is comparable to the access to and use of the information and data individuals who do not have disabilities.

Request for Proposals (RFP) are written documents issued by the Department Heads and reviewed by the Chief Financial Officer, or designee, inviting potential contractors or vendors to submit sealed proposals for specific professional services or goods in conformance with the scope of services, terms, conditions and other requirements described in the RFP documents. RFP's are utilized for procurements of professional services or goods with an aggregate cost of fifteen thousand (\$15,000) dollars or more.

Competitive procurements should be advertised in a newspaper of general circulation. Standard documents for newspaper ads, IFBs and RFPs are available from the Finance Department. The advertisement should be coordinated through the Finance Department.

The ads should refer responders to the City's webpage so that potential bidders may download the IFB/RFP directly. The Finance department will not provide copies of materials posted on the City website and are available for download.

Notices may be posted on Demandstar or like websites if it is determined to be in the best interest of the procurement.

⁹ Federal Law related to ADA requirements.

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Procurements may include a process to pre-qualify bidders if the City determines it is in our interest (e.g. complex or critical project) to do so.

Professional services (architectural, engineering, landscape architectural, or surveying & mapping) on a project estimated to cost one million dollars (\$1,000,000) or more or a planning or study activity estimated to cost twenty-five thousand (\$25,000) dollars or more must be selected in accordance with Chapter 287.055 of the Florida Statutes.

25. Evaluation of all responsive proposals shall be accomplished by a selection committee including at least one employee selected by the Chief Financial Officer and two appointed by the relevant Department Head. Evaluation criteria shall be contained in the Request for Proposal. Except where otherwise authorized by statute, costs must meet 2 CFR 200.403 factors affecting allowability of costs, 2 CFR 200.404 reasonable costs, and 2 CFR 200.32 cost analysis and profit review.

The Finance Department maintains a log which assigns all IFB's & RFP's a discrete number for tracking purposes. The Finance department will also post all ads, pre-bid meeting attendance sheets, bid opening tabulations and like material to the bid page of the City's website.

Personally identifiable information or bids that contain proprietary or copyrighted materials and any financial statements submitted by bidders will be kept secure and private. A single point of contact (e.g. "Cone of Silence") will be designated to prevent conflicts of interest between staff and potential bidders.

General Procurement Standards related to CDBG:

The City will follow 2 CFR 200.317-326 and the City's adopted and DEO approved Procurement Policy for all procurements funded by CDBG. The City will ensure all record keeping will be sufficient to comply with 2 CFR 200.318. The City will incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. The City will provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. Additionally, the City will adhere to the requirements of Section 287.055 Florida Statutes when conducting procurements for professional services such as grant administration engineering. The City will advertise its procurements for CDBG funded work and services in a regional Metropolitan Statistical Area newspaper of general circulation. Construction procurements will additionally adhere to Sections 255.05 (bonding), 255.0525 and DEO requirements (advertising times).

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In regard to section 2 CFR 200.319 (a) (b) the city will comply with the statement that all procurement transactions for the acquisition of property or services required under a Federal award must be conducted in a manner providing full and open competition. Also it will prohibit contractors who develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals from competing for such procurements.

Section 255.0525 FS will apply if the City does advertising for competitive bids and proposals. The city will ensure all persons, firms, or products are used in acquiring goods and services are current and include enough qualified sources to ensure maximum open and free competition. Also, the non-Federal entity must not preclude potential bidders from qualifying during the solicitation period. contracts will follow and or contain clauses stated by 2 CFR 200.327 and Appendix II to Part 200. The City adheres to following 2 CFR 200.320(b)(2i-iv) for all proposals where a contract is awarded or involves competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby offeror's qualifications are evaluated and the most qualified offeror is selected, subject to negotiation of fair and reasonable compensation. For noncompetitive procurement the city will follow 2 CFR 200.320(c) if the following circumstances apply:

1. The acquisition of property or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold
2. The item is available only from a single source
3. The public exigency or emergency for the requirement will not permit a delay resulting from publicizing a competitive solicitation
4. The Federal awarding agency or pass-through entity expressly authorizes a noncompetitive procurement in response to a written request from the non-Federal entity
5. After solicitation of a number of sources, competition is determined inadequate

The City will allow the following methods per 2 CFR 200.320 for procurement to be used for the acquisition of property or services required:

- **Micro-purchases**
 - The acquisition of supplies or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold of \$10,000
- **Small Purchase**
 - The acquisition of property or services, the aggregate dollar amount of which is higher than the micro-purchase threshold but does not exceed the simplified acquisition threshold of more than \$10,000 but less than \$250,000.
- **Competitive Sealed Bids**
- **Competitive Proposals**

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- **Noncompetitive**

The City will adhere to a time-and-materials type contract only after a determination that no other contract is suitable and if the contract includes a ceiling price that the contractor exceeds at its own risk. The City will follow 2 CFR 200.403 to meet the standards and factors affecting allowability for costs. The City will meet the bonding requirements for construction or facility improvement contracts or subcontracts exceeding the Simplified Acquisition Threshold, the Federal awarding agency or pass-through entity may accept the bonding policy and requirements of the non-Federal entity provided that the Federal awarding agency or pass-through entity has made a determination that the Federal interest is adequately protected.

The City will ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals must be excluded from competing for such procurements.

In the event of any bid protest, the City, any member of the immediate family of an employee, officer, or agent; his or her partner; or an organization which employs, is about to employ, any of the above will follow the procedure as outlined in Section 127.57(3) Florida Statutes and will notify its DEO contract manager immediately of any protests it receives. The City will communicate any other procurement challenges or problems to its DEO contract manager immediately. Additionally, city staff will have a single point of contact to prevent conflicts of interest between subrecipient staff and potential bidders.

In the event of an award for RFP, the City will ensure that awards are to be made to the most responsive bidder or proposer. The RFP must contain an evaluation methodology. The City will ensure that all Personally Identifiable Information on bids that include proprietary or copyrighted materials, and any financial statements submitted by bidders will be kept secure and private. Contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. The City will remain in compliance with the Davis-Bacon Act and as supplemented by Department of Labor regulations. In addition will remain in compliance with Equal Employment Opportunity, Termination for Cause and for Convenience, and Section 3.

To comply with regulations of 200.318 (e) (f) (g) the City will adhere to foster greater economy and efficiency, and in accordance with efforts to promote cost-effective use of shared services across the Federal Government, the non-Federal entity is encouraged to enter into state and local intergovernmental agreements or inter-entity agreements

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where appropriate for procurement or use of common or shared goods and services. Competition requirements will be met with documented procurement actions using strategic sourcing, shared services, and other similar procurement arrangements. The non-Federal entity is encouraged to use Federal excess and surplus property in lieu of purchasing new equipment and property whenever such use is feasible and reduces project costs. The non-Federal entity is encouraged to use value engineering clauses in contracts for construction projects of sufficient size to offer reasonable opportunities for cost reductions. Value engineering is a systematic and creative analysis of each contract item or task to ensure that its essential function is provided at the overall lower cost.

The City will take the affirmative steps to ensure Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible per section 2 CFR 200.321 (b)

- Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (b)(1) through (5) of this section.

To comply with regulations 2 CFR 200.323 the city will comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity

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acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

The City will follow regulations of procurement per 2 CFR 200.324 (a) (d) as it relates to contract costs and price. A cost or price analysis in connection with every procurement action in excess of the Simplified Threshold including contract modifications. The cost plus a percentage of cost and percentage of construction cost methods of contracting must not be used.

Following section 2 CFR 200.325 (a) the city must make available, upon request of the Federal awarding agency or pass-through entity, technical specifications on proposed procurements where the Federal awarding agency or pass-through entity believes such review is needed to ensure that the item or service specified is the one being proposed for acquisition.

OWNER DIRECT PURCHASE (ODP) PROGRAM:

Construction-type contracts sometimes present favorable opportunities to use an Owner Direct Purchase (ODP) for equipment units included in the overall bid price. If the City determines the exemption requirements in both F.S. Section 212.08(6) & F. A. C. Rule 12 A -1.094 have been met and it is to our advantage to use the program (i.e. significant savings with a minimum number of purchase orders). Contracts will have the appropriate language to allow a deductive change order "stripping" the equipment unit at full cost, issuing a City purchase order with the sales tax (currently 6% of eligible cost) removed and paying the contractor using the agreed (i.e. check, P – card, e-payables) method.

Because the original contract was bid and approved in accordance with established procedures, no further approval of the ODP program is required.

PROCUREMENTS AT AUCTION:

Upon prior written authorization from the City Manager, the City may bid at auction sales conducted by federal, state, local governments and private firms for materials, supplies, goods in excess of four thousand (\$4,000) dollars, not to exceed five thousand (\$5,000) dollars, and equipment not to exceed ten thousand (\$10,000) dollars, without the necessity of the bid procedures set forth above.

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BLANKET PURCHASE ORDERS:

Blanket purchase orders may be used for small, repetitive specified goods or services from the same vendor that requires numerous orders/shipments over specified periods of time. Blanket purchase orders may also be used for budgeted items not subject to competitive pricing (e.g. electric utility bills).

The following guidelines apply for blanket purchase orders:

1. Draws against the blanket must not exceed, nine hundred ninety-nine dollars and ninety-nine cents (\$999.99) a month unless competitive pricing has been obtained or competitive pricing is not required.
2. Operating expenditures and capital expenditures must not be mixed on the same blanket.

The Requisition Comments section of the blanket must address the following specific items:

1. Indicate the source of the purchase order amount (e.g. \$999.99 X __months; last year's budget amount/this year's budget amount) as appropriate.
2. If blanket is expense or capital (see above) in those cases requiring two or more blankets to the same vendor.
3. Last time quotes were obtained or reason why quotes not needed.

The use of blanket POs to bypass competitive pricing or bid procedures is not allowed.

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PROCUREMENTS NOT REQUIRING COMPETITION:

In general, there are five (5) procurement categories not requiring competition:

1. Certain reoccurring or one-time obligations documented and approved in accordance with the appropriate sections of these procedures.
2. Single Source procurements documented and approved in accordance with the appropriate sections of these procedures.
3. Sole source procurements documented and approved in accordance with the appropriate sections of these procedures.
4. Contingency Fee Audits/Auction & Collection Services/Sale of Bad Debt.
5. An emergency procurement documented and approved in accordance with the Emergency Purchases section of these procedures.

CERTAIN REOCCURRING OR ONE-TIME OBLIGATIONS:

Some recurring and/or one-time obligations are exempt from the competitive bidding process because of unique circumstances. These obligations include:

- Utility (e.g. electric, natural gas etc.) services for City owned or operated facilities.
- Fees charged by other governments, either on a one-time basis or by interlocal agreements
- Seminars, registrations, professional membership dues and/or fees associated with such activities.
- Insurance Premiums
- Temporary Personnel
- Debt Service Costs and Agent Fees
- Emergency drug screens and physicals (other than the City's health care provider)
- Payroll generated payments (child support etc.)
- Certain refunds and reimbursements (e.g. utility deposit refunds)
- Repairs or service on proprietary equipment or warranty services on such equipment.
- Other payments as approved by the Chief Financial Officer

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PURCHASE ORDER EXEMPTIONS

The above obligations may be paid with blanket (see page 4) purchase orders, GMBA edits or P-Card as circumstances dictate.

The GMBA edit procedure is as follows:

Approvals and payment for these items will be processed using the "Invoice Processing Accounts Payable Edit Procedure (GMBA Edit)", code number 4004. These items require the approval of the Chief Financial Officer, or designee, and that funds are budgeted and available before the expenditure can be made. If funds are not available, a budget transfer should be completed **before** the transaction is sent to the Finance Department for payment processing.

P-Card Usage

Authorized purchasing card holders may make budgeted and approved purchases for operating expenditures without issuing a purchase order. However, all capital purchases made with the credit card still require the preapproval of the City Manager and Chief Financial Officer (or designee) utilizing HTE's purchase requisition input and approval procedures. Once approved, capital purchase requisitions associated with a credit card purchase should be printed and attached to invoice for payment as well as noted when coding the transaction.

SINGLE SOURCE PROCUREMENTS:

Single source procurement is the award of contract or purchase order for required goods or services to a contractor without competitive bidding, even if this contractor or vendor is not the only producer of the product or service. Some of the factors considered to qualify the procurement as a single source are:

1. Operational necessity or requirements outweigh pricing factors. Risk of service disruption or additional workload is not worth perceived price benefits. Operational necessity may mean time is of the essence to maintain service or reduce exposure to liability.
2. Vendor or contractor supplied original equipment or made original installation. Familiarity with our specific operations of facilities is critical to continuing operations and outweighs pricing considerations. Spare parts or service may be restricted to a single vendor to maintain warranties.
3. Pricing factors not material (e.g., continuation of an existing contract with any increase in price tied to a nationally published index), minimizing or negating

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the advantages of competition or incremental dollar amount itself may be small.

4. The level of effort required by staff to follow competitive bid process is not cost effective when compared to perceived price benefits of competitive bidding.

5. Exposure is low. Contracts are lump sum or unit rate contracts.

Single source items must be justified in the comments section of the requisition (F20) and the narrative discussion must contain an indication of which specific factors above qualify the goods or services as a single source procurement item.

“Piggybacking” is considered to be single source procurement. Justification & required information is discussed in paragraph (6) six on page (7) seven.

Single source contracts require the approval of the City Manager for amounts under fifty thousand (\$ 50,000) dollars. Commission approval is required for contracts above this amount.

SOLE SOURCE PROCUREMENTS:

Sole source procurement is an award of a contract or equipment purchase to the only known source for the required goods or services, occasioned by the unique nature of the requirement, the vendor, and the impracticality of obtaining competition or market conditions. A sole source purchase cannot be justified on the basis of quality or price, as quality can be a subjective evaluation based on individual opinion, and price considerations must be evaluated by competitive bidding. If there is more than one product or service that will perform essentially the same functions under essentially the same conditions as the requested product or service, a sole source is deemed not to exist. Some of the factors considered to qualify as a sole source are:

1. The stated vendor is the only producer of the product or service, and no commercial substitute is available.
2. The information or data is proprietary.
3. The maintenance or repair requires specialized equipment or expertise, which is available only from the original vendor, or vendor representative.
4. The merchandise to be purchased is for resale.

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Sole source items must be justified in the comments section of the requisition (F20) and should contain the following information:

1. How the determination was made that the goods or services being purchased were available only from one source.
2. What contacts (if any) were made in an attempt to identify alternate sources?
3. Specific reason(s) that other or similar goods or services from other sources are not acceptable.

CONTINGENCY FEE CONTRACTS & SERVICES:

Providers of services including, but not limited to, contingency fee audits, auction services, debt sales and/or collection and similar services receive their fees as a percentage of revenues generated by their efforts.

These services are typically unique and are dependent on the nature of the audit, condition and type of material being sold or the degree of difficulty and/or the level of effort required in collecting the charges or providing the service. These factors make it desirable to have sufficient flexibility in the contract negotiations to structure the arrangement to be mutually beneficial.

Therefore, such contracts and agreements are specifically exempt from the competitive bid requirement and may be directly negotiated by the Chief Financial Officer with the concurrence of the City Manager.

EMERGENCY PURCHASES:

An emergency⁹ situation is defined as a circumstance in which the City Manager determines one or more of the following criteria apply:

1. Critical City operations may be severely affected in an adverse manner.
2. Creates a threat to public health, welfare or safety.
3. A delay in the procurement of goods or services is against the public interest.

⁹ See Chapter 8 of the City Code for more detail.

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In such cases the City Manager¹⁰, or designee, may waive normal purchasing procedures¹¹ to facilitate the immediate purchase of supplies or contractual services for emergency protective measures prior to the event or to facilitate emergency repairs to equipment or facilities damaged during the incident.

An executive order issued by the Governor of the state of Florida for an incident is considered by definition to meet the criteria for emergency purchases.

The FEMA-declared incident period of a named tropical storm or hurricane is considered by definition to meet the criteria for emergency purchases.

BID AND/OR AWARD PROTESTS:

A contractor/proposer/bidder may protest an award provided he uses established procedures for this action. In general, the following applies:

Protests of awards less than ten thousand (\$ 10,000) dollars must be made directly to the Director of the concerned department. If the decision of the Department Director is considered unsatisfactory, an appeal may be made to the City Manager. There is no further appeal.

Protests of awards more than ten thousand (\$ 10,000) dollars require a notice of intent to do so, in writing, with the office of the City Manager within twenty-four (24) hours after receipt of the notice of rejection for rejected bids or proposals, or, for contract awards, within twenty-four (24) hours after the City's declaration of its intention with regard to such award.

Within ten (10) days after filing the written notice of intent to protest, a formal written protest must be filed with and received by the City Manager, explaining in detail the nature of the protest and the grounds upon which it is based.

The bid protest procedure will be incorporated into the purchasing procedures from this point forward. All updates after October 1, 2014 will be made directly to the purchasing procedures

POLICY STATEMENT

Any person¹² whose bid¹³ or proposal is rejected, in whole or in part, or who submits a bid or proposal but is not awarded the contract may protest such decision, but only in strict compliance with the procedures below.

¹⁰ See Resolution 2013 – 19 for more detail.

¹¹ The \$50,000 limitation set forth in paragraph 4 on page 2 still applies.

¹² Person means any person/company/entity

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MAGNITUDE

This Policy shall apply to protests by bidders¹⁴ and proposers when the City Manager or a department director recommends a purchase of goods, supplies, equipment or services that would cost ten thousand (\$ 10,000) dollars or more.

Awards for lesser amounts may not be protested using this process. Such protests must be made directly to the Department Director of the concerned department. If the decision of the Department Director is considered unsatisfactory, an appeal may be made to the City Manager. There is no further appeal.

WRITTEN NOTICES; TIMELY SUBMITTALS

Any person who wishes to file a bid protest hereunder must file a notice of intent to do so, in writing, with the office of the City Manager within twenty-four (24) hours after receipt of the notice of rejection for rejected bids or proposals, or, for contract awards, within twenty-four (24) hours after the City's declaration of its intention with regard to such award.

Within ten (10) days after filing the written notice of intent to protest, a formal written protest must be filed with and received by the City Manager, explaining in detail the nature of the protest and the grounds upon which it is based.

The calculation of days shall exclude Saturdays, Sundays, and holidays observed by the City. In computing any period of time prescribed or allowed by this protest policy, the day of the act or event from which the designated period of time begins to run shall not be included. The last day of the period so computed shall be included unless it is a Saturday, Sunday or holiday observed by the City; in which event the period shall run until the end of the next business day which is neither a Saturday nor Sunday, nor a holiday observed by the City.

Service delay of a protest by mail or courier shall not expand the time period allowed for delivery of a protest.

Failure by a bidder to comply with the timelines and requirements set forth herein shall result in an immediate invalidation and termination of the protest and a

¹³ The words "bid" "proposal" and "solicitation" are used interchangeably

¹⁴ The words "bidder", "proposer" and "protester" are used interchangeably.

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waiver of the right to seek further redress or to appeal the alleged adverse action in a court of law.

NOTICE TO OTHER BIDDERS

A protestor must mail or hand deliver copies of all notices of protests and formal written protests to all other bidders/responders within three (3) business days of filing the written protest with the City and shall provide the City with evidence of such mailing or delivery, which may be in the form of a certified mail receipt or affidavit of delivery.

PROTEST STANDING

A bidder with a "substantial interest" who has been adversely affected by the City's selection of a bidder may protest the selection by complying with the requirements set forth herein. A bidder shall be deemed to have a "substantial interest" if said bidder would have been selected as the lowest responsive and responsible bidder but for the alleged mistake or irregularity described in the protest. If the Department Director determines that a bidder does not have a "substantial interest," that bidder is precluded from bringing a protest pursuant to this section.

STAY OF AWARD

Upon timely receipt of a protest, and in the absence of emergency circumstances, the City Manager shall ensure that the award is suspended until such protest is resolved. If the City Manager, after consultation with the head of the requisitioning department, determines, in writing, that a bid or contract must be awarded without delay in order to protect the public health, welfare or safety, a bid protest shall not delay or otherwise impede the award of such bid or contract.

PROTEST BOND

Each written protest must be accompanied by a protest bond in the form of a certified check, cashier's check or money order made payable to the City of Cocoa Beach, in an amount equal to five percent (5%) of the protestor's bid or \$5,000.00, whichever is less. The condition of the protest bond shall be that, should the protest be determined to be without merit and non-valid, the bond shall be forfeited to the City in its entirety.

If the protest is upheld by the City, the bond will be refunded to the protestor. Any such refund does not accrue interest.

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PROTEST CONTENTS

The written protest shall contain the following:

Identification of and contact information for the protestor;

Company Name, Protestor's Name and Title, physical address of protestor, telephone number and email address of protestor;

The RFP/IFB number and title;

(e. g. CB 14 – 011; IFB Demolition Services)

Clearly state the factual basis upon which the protest is based;

A bidder wishing to object to terms, conditions, specifications, procedures, selection criteria, weight of evaluation criteria or other matter set forth in the bid or proposal documents must make such objections in writing during the period of time set forth for questions and answers in the invitation to bid, request for proposal, request for qualifications or request for letters of interest. A bidder who has not raised such objections in writing during the question and answer time may not use the bid protest process to object to these matters once a notice of bid/proposal action has been posted.

State all statutes, laws, ordinances, or other legal authorities supporting such protest;

Any grounds not stated shall be deemed waived.

The written protest must state with particularity the specific facts and law(s) or ordinance(s) upon which the protest of the proposed award is based and shall include all pertinent documents and evidence.

Identify the relief which the protestor seeks

Be specific (e. g. rebid; monetary damages etc.)

Other Information

The written protest shall acknowledge that any and all costs incurred by the protesting party shall be the sole responsibility of the protesting party.

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CITY MANAGER REVIEW

After receipt of a timely written protest, the City Manager shall consider and attempt to resolve the protest. For the purposes of investigating, reviewing, and resolving a protest, the City Manager may appoint a designee of his/her choosing to represent and act on behalf of the City Manager at all stages of the bid protest review and proceedings. Such designee should have adequate experience and background in public procurement matters and be familiar with the City's procurement procedures. Prior to rendering a decision, the City Manager or designee may schedule and conduct a meeting in order to hear the arguments from the protestor. The time, date and location of the protest meeting will be noticed by the City to the protestor and other bidders/responders.

PROTEST MEETING

At the protest meeting, the protester and any other interested bidders/responders who may be affected by the City's procurement decision or award recommendation, or their designated legal counsel, will be allowed to make a brief oral presentation of evidence and argument. However, neither direct nor cross examination of witnesses will be permitted, although the City Manager or his/her designee may make whatever inquiries deemed pertinent to a determination of the protest. Submission of written or physical materials, objects, statements, affidavits and arguments relevant to the protested matters may be submitted prior to or at the protest meeting. The City Manager or his designee may solicit and receive input from City employees, consultants and other persons not a party to the protest proceeding. The statutory and judicial rules of evidence shall not apply to the proceedings. Any party may arrange for the proceedings to be stenographically recorded and shall bear the expense of such recording.

EXCLUSIVE METHOD OF PROTEST, OBJECTION, AND APPEAL

There is a compelling City interest in procuring goods and services in a timely manner so as to provide City residents and visitors with efficient, cost-effective, and operationally effective City infrastructure, facilities, and services in a timely manner. Consequently, procurement disputes must be resolved with minimal delays. Therefore, the procedure set forth herein is the sole means by which a bidder/responder aggrieved by a decision of the City may seek recourse. Refusal or failure by any aggrieved bidder/responder to pursue its right of protest under these procedures shall constitute a waiver of its right to pursue any further remedies or appeals, either administratively or judicially. Any judicial proceedings that may or could be filed against the City by an aggrieved or adversely affected party shall be filed within thirty (30) days after the City's final decision on a procurement matter.

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Failure to timely file a judicial action in accordance with these procedures shall constitute a waiver and invalidation of any protest to the applicable solicitation, bid, or award.

CITY MANAGER'S DECISION

In making his/her decision on the protest, the City Manager or his/her designee shall have the authority to uphold the award recommendation, cancel the pending procurement process, re-bid the contract, revise the award recommendation, and take other such actions that are within city's procurement authority. The decision of the City Manager or his designee may be rendered within ten (10) business days of such meeting.

The decision of the City Manager's office shall be final and conclusive as to any contract award not requiring City Commission approval. For contracts requiring City Commission approval, the decision of the City Manager's office may be appealed to the City Commission, if such appeal is timely filed.

APPEAL TO CITY COMMISSION

Bidders/responders who are adversely affected by the Office of the City Manager's decision with respect to a contract award requiring City Commission approval, may appeal the City Manager's decision by filing a written appeal with the City Clerk, no later than 5:00 p.m. on the fifth (5th) full business day following the date of the written decision issued by the City Manager or his/her designee. The written appeal shall substantially conform to the written protest notice content requirements above and shall be sent by the appealing party to all other bidders/responders within three (3) business days of filing the written appeal with the City in the same manner. **Failure to file a timely written appeal shall constitute a waiver and invalidation of any protest to the applicable solicitation, bid, or award.**

APPEAL HEARING

If an appeal is timely received, the appeal shall be heard by the City Commission at a public meeting. The time, date and location of the City Commission meeting shall be noticed by the City in the same manner as its notices regular City Commission meetings. The Commission may incorporate the appeal hearing into a regularly scheduled meeting if it so chooses.

The City Commission's review of the City Manager's decisions shall consider only the facts and evidence already presented. No new evidence may be presented. The procedure for the City Commission's review will be similar to the process specified for the protest meeting above. After conclusion of the

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presentations, the City Commission shall conduct public deliberations, and, upon completion thereof, hold a vote as to the resolution of the appeal. The outcome of such vote and reasons provided therefore shall constitute the City's final determination of the matter.

SUSPENSION AND DEBARMENT

A vendor may be suspended if:

1. Vendor has terminated, defaulted, failed to perform, or failed to fully comply with the conditions, time frames, performance, specifications, drawings, or terms of a contract with the City; or
2. Vendor commits fraud or misrepresentation in connection with any solicitation or contract with the city; or
3. Vendor is charged by a court of competent jurisdiction with a criminal offense in an incident related to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract; or
4. Vendor is charged by a court of competent jurisdiction with any of the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty which is determined to currently, seriously, and/or directly affect responsibility as a City government contractor; or
5. Vendor becomes insolvent, has proceedings in bankruptcy instituted, or compounds its debts, or assigns over its estate for payment thereof, or has a receiver or trustee appointed over its property; or
6. Vendor violates the ethical standards set forth in local, state statutes or federal law.

A vendor may be permanently debarred if:

1. Termination, default, failure to perform, or fully comply with the conditions, time frames, performance, specifications, drawings, or terms of a contract with the City two (2) times within any ten (10) year period; or
2. Conviction by, or judgement obtained, in a court of competent jurisdiction for embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty in connection with the vendor's commercial enterprise. If the conviction is or judgement is reversed through the appellate process, the debarment shall be removed upon written notification and proof of final court disposition; or
3. Conviction of a public entity crime as defined by Fla. Stat. §287.133, shall result in debarment to transact business with the City to extent as specified therein; or
4. Permanent debarment by another federal, state or local governmental agency.

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After the City Manager has determined he/she has cause to suspend or debar a vendor, he/she shall notify the vendor in writing of the debarment or the period of suspension and the reasons for the action taken. The suspension or debarment shall be final and conclusive unless the suspended or debarred vendor initiates written protest proceedings within five (5) business days after the date of notification.

AWARDS - PURCHASES:

Suppliers should be selected based on total cost, which considers the item price (with the exception of architecture or engineering services), delivery, and/or freight cost, quality, life cycle costs, warranty, and service terms and conditions. Awards to other firms/companies other than the low bidder shall be documented to show the rationale for selection (e.g. critical delivery date) and/or rejection (e.g. does not meet specifications, delivery, and past performance problems) of the low bidder. Departments are responsible for the retention of all documentation regarding the selection process.

AWARDS – RFP & IFB:

Awards should be made to the most responsive bidder or proposer. The RFP/IFB must contain an evaluation methodology. If the most responsive bidder/proposer is not the lowest, ample documentation should be available to justify the award. All necessary affirmative steps will be taken to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible, in accordance with 2 CFR 200.321.

SIGNATURES ON CONTRACTS:

Contracts for on-going and/or routine purchases of goods or services may be signed and executed by the relevant Department Head. All other contracts must be signed and executed by the City Manager. The City Manager will also sign and execute contracts approved by the City Commission, unless the Mayor or other elected official was specifically specified as the executor or signer.

CHANGE ORDERS OR AMENDMENTS TO CONTRACTS OVER \$50,000:

Change order means changes, due to unanticipated conditions or developments, made to a contract which do not substantially alter the character of the work contracted for and which do not vary so substantially from the original specifications as to constitute a new undertaking. Such changes must be reasonably and conscientiously viewed as being in fulfillment of the original scope of the contract. Further, such changes when viewed against the background of the work described in the contract and the language used in the specifications, must clearly be directed either to the achievement of a more

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satisfactory result or the elimination of work not necessary to the satisfactory completion of the contract.

The City Manager is hereby authorized to initiate and approve work on the following types of change orders determined in his/her judgment to be in the best interest of the public and such change orders do not materially alter the scope of the work authorized in the initial contract:

1. All change orders resulting in a cumulative net decrease to the initial cost of the contract to the City. This specifically includes reductions in prices due to instituting the ODP sales tax exemption program.
2. Change orders increasing the initial contract cost by the lower of ten percent (10%) or \$50,000 provided sufficient documentation is provided and budgeted funds are available or can be transferred from the relevant Department's accounts.
3. Change orders or amendments involving procedural or other matters that will not result in any change to the contract's cost.

All other change orders must be formally approved by the City Commission before work may be authorized to begin.

RECEIVING:

1. It is the responsibility of each department to inspect all goods or services to determine their conformance with the specifications set forth in the contract.
2. If goods or services are not acceptable, the department shall contact the vendor to resolve the problem.
3. If goods or services are acceptable a receiving report shall be accomplished immediately.

SERVICES PERFORMED ON CITY PROPERTY:

Vendors performing work on City property are required to:

1. Be properly licensed under existing Federal, State and City laws. Florida State license to do business number is mandatory. Sunbiz number is accepted in lieu of business/occupation number. If the vendor is out of state, it is mandatory that they provide the business license number from the state of registration.

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2. Certificate of Insurance shall be provided by the successful bidder to assure the City's insurance program will not be called upon to respond to losses from, and that the contractor is financially capable of responding to, claims resulting from the contractor's operations, activities or services for the City. It includes the following specifics:

The contractor agrees to hold harmless and indemnify the City for any claims which may arise as a result of the contractor's actions.

The certificate shall evidence no less than a thirty (30) day cancellation clause and a requirement that the City be notified of cancellation.

The certificate shall name the City as an Additional Insured for the project. Depending upon the work being performed, the City Commission and/or staff may also be named as additional insureds.

The amounts and types of insurance required will be detailed in the bidding or purchase document.

3. Construction and service contractors shall provide evidence of commercial general liability, property damage, worker's compensation insurance and automobile liability coverage. This includes insurance for any subcontractor being utilized. Limits of coverage will vary based on the scope of work and statutory requirements.
4. Professional services and environmental contractors shall provide evidence of professional liability, commercial general liability, worker's compensation insurance and automobile liability coverage. This includes insurance for any subcontractor being utilized.
5. Obtain all permits required for the nature of the work.
6. The costs of City permits are ultimately borne by the City since the contractor must recover his costs. Therefore, City permit costs may be charged to project codes by journal entry. This decision will be made on a case-by-case basis by the Chief Financial Officer, based upon the type of contract, the perceived risk being taken and Chapter 255.05 of the Florida statutes.

BID & PERFORMANCE BONDS:

The use of bonds is determined by the type & amount of the service being sought. There are two (2) major types of bonds used by the City in the competitive procurement process:

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1. Bid Bonds are used when bid security is required to ensure that the firm or individual awarded a contract will subsequently enter into contract with the City. Bid Bonds are generally written in an amount equal to five (5%) percent of the total amount bid.
2. Performance Bonds are used when a guarantee is required to ensure that a firm or individual that has entered into contract with the City will complete the project within the terms of the agreement. Performance Bonds are generally written in an amount equal to one hundred (100%) percent of the contract award amount.

The costs of bonds are ultimately borne by the City since the contractor must recover his costs. Therefore, bonds may or may not be required. This decision will be made on a case-by-case basis by the Chief Financial Officer, based upon the type of contract, the perceived risk being taken and Chapter 255.05 of the Florida statutes.

PROJECT CODES:

The use of project codes is helpful when tracking the total cost of a particular activity, including payroll and purchases by several departments. Project numbers can be used to track long-term capital projects, grants, in-house projects, special projects, ongoing maintenance projects and any other activities that require the capture of total cost. The assignment and use of project codes in HTE is to be coordinated with the Finance Department.

In general, a defined project will have a designated project manager. This person will usually be the designated contract administrator for those procurements requiring contracts.

The contract administrator is responsible for the following:

- ❖ Providing properly signed contracts to the City Clerk and Finance.
- ❖ Ensuring the contractors have obtained required insurance coverages and providing copies to the City Clerk and Finance.
- ❖ Administration of the contract including supervision of the work if appropriate.
- ❖ Ensuring that requirements for payment have been met before authorizing such payments.

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COMMODITY CODES:

Use of commodity codes and sub-commodity codes is required for data collection purposes. If you cannot find a commodity code that is appropriate for your usage, contact the Finance Department to set up a code.

ETHICAL STANDARDS:

No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract; nor shall an officer or employee personally profit directly or indirectly from any contract, purchase, sale, or service between the City or any person or company, nor personally or as an agent provide any surety bail or bond required by law or subject to approval by the City Commission. No officer or employee shall accept any free or preferred service, benefits, or concessions directly or indirectly, from any person or company doing business with, or soliciting business from the City, if the officer or employee has reason to believe such free or preferred service is given to influence the employee or officer in recommending or approving a City contract with said person or company.

No "presumption of guilt" is created by the mere existence of a relationship with an outside firm. However, if you have any influence on transactions involving purchases, contracts, or leases it is imperative that you disclose this relationship to your supervisors and the Personnel Director as soon as possible¹⁵.

UNACCEPTABLE PRACTICES:

The following practices are unacceptable:

1. Purchase of a product or service prior to obtaining an approved purchase order.
2. Splitting purchase orders into smaller amounts for the purpose of avoiding the need for quotations, or formal bidding.
3. Specifying a sole or single source purchase when other sources, products or services are available for the purpose of avoiding the need to obtain quotations or following formal bid procedures.

¹⁵ City of Cocoa Beach Employee Guide (Last Update January 2007)

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4. Use of the GMBA direct payment method when a purchase order is required.
5. Miscoding purchases to accounts in order to avoid processing a budget transfer.
6. Payment of sales taxes for the purpose of avoiding the paperwork required to establish the City's exemption.
7. Failure to take discounts for the purpose of avoiding paperwork or avoiding expedited paperwork required to claim a discount.
8. Use of a computer user id and/or password other than one's own is strictly prohibited.

City employees engaging in the above unacceptable practices may be subject to disciplinary action, up to and including termination.

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Subject: PURCHASING POLICIES & PROCEDURES

PURCHASE ORDER APPROVAL SEQUENCE:

It is important to note that orders for goods or services cannot be placed until the Chief Financial Officer or designee has approved a purchase order. The purchase order approval sequence outlines the steps in the process and the internal controls of segregation of duties, which requires that no one individual has approval authority over all the activities of ordering, receiving, storing, issuing materials, approve invoices and payments. Separate positions should be designated at the department level to control these activities.

1. The department identifies the need and obtains quotations, if required.
2. The department enters the purchase requisition. All the information required as per these procedures must be entered in the requisition. Incomplete purchase requisitions will be returned to the departments, with an explanation in the comments section as to why it was returned.
3. The Department Head, or designee (an employee in a supervisory capacity), will second level approve the requisition. Under no circumstances shall the originator of the purchase requisition second level approve the requisition. Should the Department Head or designee not be available, contact the Finance Director's office.
4. The Chief Financial Officer, or designee, reviews and approves the purchase requisition. Before approval, the requisition must be in conformity with the procedures above and include, as appropriate, the following:
 - a. proper account number(s), project number, commodity and sub-commodity codes, delivery date, vendor, quotes, comments¹⁶, item description, quantity and unit cost.
 - b. Funds must be available in the account before approval.
 - c. If the purchase requisition is a capital purchase and worth seven thousand, five hundred (\$7,500) dollars or more, a printed copy must be sent to the Chief Financial Officer and City Manager for their approvals.
5. After Finance approval, the department processes the requisition through the Requisition Buyer Processing, assigns a Purchase Order number and prints it.
6. The department can now place the order.

¹⁶ Reference the detailed discussion on pages 1 & 2 for the specific information required for each type of purchase.

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7. Paper copies of the purchase order will only be printed upon request by the vendor.
8. No purchases shall be made prior to purchase order approval.

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INVOICE ATTEST:

The primary responsibility for the validity of an invoice rests with the department. Specific responsibility should be assigned for the verification and accuracy of invoices. For contract invoices, employees assigned this responsibility should have copies of the payment terms as contained in the contract and copies of relevant contract amendments and change orders. For routine orders of consumable supplies, utility bills etc. attest should be made by an employee with personal knowledge or with documents confirming receipt of the goods.

The department's signature of approval on an invoice signifies that:

1. The goods or services covered by the invoices were delivered in proper condition or services were satisfactorily performed and in conformity with the terms and conditions of the contract between the parties. Questionable charges must be resolved before invoices are forwarded to Finance for payments.
2. Confirming copies of documents (e.g., receiving reports, waybills) were reviewed promptly upon receipt for validity of transactions.
3. The quantities, prices and payment terms are correct as stated in the invoice and the proper accounts charged.
4. In the case of certain capital & expense purchases¹⁷, the property control forms (CCB-30 or equivalent) are attached unless prior arrangements have been made and the property tags have been attached to the purchased item if required.
5. The invoice is coded to the proper HTE project identifier (if applicable).
6. The payment being processed has not already been made.
7. Payments should be made only against original invoices, and any alterations thereto should be questioned and, if acceptable, initialed.
8. Invoices must be properly stamped & signed. This is the proof that invoice has been properly attested.
9. Supporting documents should be retained by the department in sufficient detail to verify work scopes, competitive quotes etc.
10. Record retention shall include current and previous fiscal year files.

¹⁷ A detailed explanation is included the fixed asset procedure.

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11. Final payment or retention release should not be approved until the department is satisfied that all the contractor's obligations have all been met.

INVOICE APPROVAL:

Invoice approval should be by the Supervisor responsible for the Department or Division budget being charged.

The Finance Department recognizes that the smaller departments may not have sufficient personnel to separate effectively the attest function and the approval function or that the cost benefit (an inherent limitation of internal control¹⁸) of this separation may not be justifiable. In those cases, the Supervisor may both attest and approve an invoice.

CREDIT MEMOS:

A credit memo should be coded to the same account number and project code (if applicable) as the original charge. If the credit memo is more than 12 months old, the department should request the vendor remit a check to the City to return the funds.

DISBURSEMENT PROCEDURES:

Normal procedures apply to five (5) day work weeks. Weeks with holidays will be handled on a case-by-case basis and the Finance Department will issue a memo of instruction.

Items for disbursement are due to Finance before 10:30 A.M. on Tuesday. Invoices must be properly stamped, attested and approved¹⁹. GMBA edits must have supporting documents. Property control forms (if applicable) should be part of the package.

Checks are cut & ready for mail pickup on Friday mornings. Specifically, this means after ten (10) am. Vendors are not to be "promised" checks at any other time or hours. If a vendor wishes to pick up a check in person, they may do so after that time. They (vendors) should call ahead to ensure there have been no other problems (i.e. computers, power etc.) & the check is ready for pickup.

The Finance Department prefers that departments tell vendors that payment is by mail. However, should the vendor still wish a to pick-up a payment, the check may be picked up at the Finance Department. The vendor representative must show identification and sign when picking up a check.

¹⁸ Governmental Accounting, Auditing, & Financial Reporting (GAAFR), 2012 edition, Page 735.

¹⁹ Reference the attest procedures on page 16.

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Vendors desiring faster payments should be encouraged to sign up in the e-payables program.

The same payment procedures above apply to employees requiring checks for travel payments.

Any variances from the above disbursement procedures require the permission (in writing) of the City Manager or the Chief financial Officer.

ADDITIONAL INFORMATION REQUIREMENTS AND RESPONSIBILITIES:

It shall be the responsibility of the Chief Financial Officer to keep this policy current:

Submitted by:

Patrisha Draycott, CGFO
Chief Financial Officer

Date

Approved by:

Wayne Carragino,
City Manager

Date



**POLICY AND PROCEDURES MANUAL
FINANCE DEPARTMENT**

Section: CASH RECEIPTS

Subject: Cash Handling Policies

CASH HANDLING

POLICY:

It is the policy of the City of Cocoa Beach to safeguard to the best of its ability all cash and cash equivalent transactions as they occur daily. To this end, the city requires that all monies, whether by cash, check, credit card, wire transfer or other medium, be recorded to the general ledger and subsidiary ledgers and be deposited in the bank daily in whole. For locations that have a cash pick up service (ex. Loomis), deposits will be secured until the day of pickup by said service.

At no time should monies be expended directly from the daily cash receipts. All expenses should be made through the regular purchasing process or through the petty cash process. The only exception to this is for filling of the ATM machine located at the golf course. Golf Course supervisor or designee is authorized to use cash receipts funds to fill the ATM at that location. Clear notes are to be provided to the finance department when these funds are pulled from the cash receipts.

Each department is instructed to close the cash drawer daily. Each department is responsible for providing a daily reconciliation of cash on hand to its daily deposit(s). Checks and cash received but not deposited will be secured and placed in safekeeping inside the finance or department vault. A cash receipts entry and deposit will be made the following business day for said payments.

Cash overages/shortages must be reported to the department supervisor or designee. When submitting the cash receipt to finance department, the name of the employee responsible for the overage/shortage must be reported as well as any known circumstances that led to such. Material or repeated occurrence of overages/shortages may result in disciplinary action to include termination of employment. If a situation occurs where the cash drawer is over or short, an entry should be made against the miscellaneous revenue for the department to increase or decrease the revenue as necessary.

Generally, for each separate deposit ticket, a separate cash receipts batch should be generated in the financial software. Wire transfers, both incoming and outgoing, will be recorded through adjusting journal entries.

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Supercedes: Policy Dated October 17, 2013

Code Number: 6005



POLICY AND PROCEDURES MANUAL FINANCE DEPARTMENT

Section: CASH RECEIPTS

Subject: Cash Handling Policies

Deposit Preparation:

To ensure deposits are correct, staff will follow these procedures:

- ❖ Count and run two (2) adding machine tapes on monies to be deposited.
- ❖ Make sure detail on both tapes match.
- ❖ Attach the tapes to deposit worksheet.
- ❖ Make sure data on deposit worksheet and tapes match.
- ❖ If all data matches, deposit is ready to be made.

ADDITIONAL INFORMATION REQUIREMENTS AND RESPONSIBILITIES.

It shall be the responsibility of the Cash Accountant, under review of the City Controller to keep this policy current.

Submitted by:

Patrisha Draycott, Chief Financial Officer

Date

Approved by:

Robin Hayes, City Manager

Date

Date: July 19, 2023

[6000 Cash Receipts/6005 - Cash Handling Policies.docx](#)

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CITY OF COCOA BEACH ADMINISTRATIVE POLICY

Effective Date: February 19, 2009		Latest Revision: Date:
Subject: Travel Authorization & Reimbursement		City Manager Approval: Date:

1. PURPOSE.

The Purpose of these procedures is to implement a policy for travel which provides:

- Uniformity in dealing with travel, meals, lodging and vehicle use
- Instructions for reimbursement of expenses for authorized travel on official City business
- Accountability of public expenditures for the purpose of travel and training

2. POLICY STATEMENT.

The City of Cocoa Beach requires that employees, public officials and authorized persons follow current, equitable procedures for reimbursement of travel. To the extent that any item mentioned in Florida Statutes, Section 112.061, Public Officers and Employees, General Provisions <http://www.flsenate.gov/Statutes/index.cfm>, or successor publication is not covered specifically in this policy, the provisions of Section 112.061 shall be applicable as long as said provisions are not in conflict with this policy. All travel shall be performed in the most economical, reasonable and efficient manner possible.

3. GENERAL PROCEDURES.

Travel Authorization

Travel is authorized and may be requested when there are budgeted funds available. Authorization for budgeted travel for all city employees must be approved in advance of travel by the traveler's department director or designee. Department Director's travel will be authorized by the City Manager. Authorization for City Commission or persons appointed by the Commission must have Commission's approval. However, approval shall not be required for travel specifically provided for in the annual budget, which shall include funding for each Commissioner's incidental expenses (meals, travel, etc.) that may total \$350 or less in each fiscal year. Authorization for budgeted City Manager travel must have the Finance Director's approval. Unbudgeted travel expenditures by the City Manager, Commission, or Commission appointees requires prior approval by the City Commission.

Prior to traveling, authorization for out-of-town travel must be secured by completing the Travel Request portion of the ["Travel Request and Expense Report" \(TRER.10/96\)](#) form and receiving the Department Director's approval. This form must be submitted to the Finance Department ten (10) working days prior to departure if disbursement is to be made through accounts payable. Travel expenses shall be computed as established in this policy.

Travel Allowances

Common Carrier or Vehicle

All travel shall be in a convenient and direct route. For authorized travel, City vehicles shall be used whenever available and fuel should be obtained through the city Fuel Master System located at the Public Works facility. Gasoline credit cards may be issued by the Personnel Department, if needed, for out-of-town travel. No mileage is reimbursed for use of a City vehicle. In the event a person travels by an indirect route for convenience, any extra costs shall be borne by the traveler, and reimbursement for expenses shall be made accordingly.

Mileage Allowance

Privately owned vehicle (POV): If approved for travel by the Department Director or designee, the vehicle owner shall be entitled to the mileage rate in effect in the Florida State Statutes, Section 112.061 or successor publication. If the travel is outside the state, reimbursement shall be the lesser of a round trip tourist air fare or the established mileage rate. Related vehicle costs for tolls, storage fees and parking fees are reimbursable. Valet parking will be reimbursed only in cases where self-parking is not available.

Maximum Common Carrier Allowance

Rental cars/taxis: Rental automobiles may be used when authorized. Automobiles rented for city business should be limited to the cost of the compact category. Charges for taxis are reimbursable when other means of transportation are not available or practical.

Airlines: Air travel shall be at the tourist class rate. Travel to and from airport should be done through the most cost effective transportation means available.

Meals

Per Diem for meals shall be limited to \$40 per day for Class C travel. Class C as defined in FS112.061 is travel that does not require the traveler to stay overnight. The reimbursement rates are set as follows:

Three (3) meals: When travel begins before 6:00 a.m. and extends beyond 8:00 p.m. the traveler shall be reimbursed at the per diem rate of forty dollars (\$40.00).

Breakfast: When travel begins before 6:00 a.m. and extends beyond 9:00 a.m. the traveler shall be reimbursed eight dollars (\$8.00).

Lunch: When travel begins before 11:00 a.m. and extends beyond 2:00 p.m. the traveler shall be reimbursed twelve dollars (\$12.00).

Dinner: When travel begins before 4:00 p.m. and extends beyond 8:00 p.m., the traveler shall be reimbursed twenty dollars (\$20.00).

Conventions/Conferences: No one shall be reimbursed for any meal or lodging included in a convention or conference registration fee paid by the City.

Intra-County meals: There shall be no reimbursement for meals if the travel occurs within Brevard County limits unless the meal is included in the cost of training; or the meal is served in conjunction with a business meeting (i.e. a business luncheon), and approval is given in advance by the Department Director.

Overnight Travel: Per diem rates may be based on Domestic Maximum Per Diem Rates for Federal Agency travelers as published on the U.S. General Services Administration website at www.gsa.gov when Class A or B overnight travel occurs. Class A or B as defined in FS112.061 is travel that requires the traveler to be away from the official headquarters for one or more nights.

Hotel Accommodations

Lodging will be at the single room rate. If more than one City employee is traveling, double occupancy is required, unless otherwise approved by the Department Director. Hotel/Motel expenses must be supported by receipted bills.

Service Tips, Telephone and Internet

Taxi: Maximum Fifteen (15) percent of fare

Baggage: One dollar (\$1.00) per bag for baggage handling services

Meals: Tips for meals are included in the authorized meal allowances

Telephone: Necessary business telephone calls will be reimbursed when travel exceeds twenty four (24) hours, one personal call, at the rate of two (\$2.00) dollars will be allowed per travel period.

Internet: Necessary business internet use will be reimbursed

Travel Cancellation/Rescheduling

In instances where an accounts payable disbursement is requested, the Finance Department must be notified of pre-approved travel that is cancelled or rescheduled within ten (10) working days of the cancellation or rescheduling. In the event that an employee does not fulfill a travel commitment for reasons other than those excused under personnel procedures or labor contracts, the employee must reimburse the City.

Cash Advance

Travel cash advances for overnight travel via an accounts payable disbursement can be issued to authorized individuals prior to departure on an authorized trip.

- (a) Funds can be issued to the traveler only if the requested cash advance exceeds fifty dollars (\$50.00).
- (b) Cash advances are not issued for travel expenses incurred when no overnight travel is required. Reimbursement will be made through payroll in accordance with the IRS Taxable Fringe Benefit Guide, [Publication 15-B \(2009\), Employer's Tax Guide to Fringe Benefits](#) or successor publication.
- (c) The approved travel request for an advance must be submitted to the Finance Department not less than ten (10) working days prior to departure - an exception may be granted for emergency travel as determined by the Department Director.
- (d) Purchasing card cash advances are strictly prohibited (see [Purchasing Card Policy](#)).

Travel reimbursement or Return of Cash Advances

Traveler requests for reimbursement or return of cash advances must be cleared or authorized by completing the travel expense report portion of the "[Travel Request and Expense Report](#)" (TRER.10/96) form, substantiating expenses incurred, and attaching required receipts. Monies advanced, but not spent, shall be returned to the Finance Department with the Travel Expense Report. The Department Director, or Director's designee, shall review and sign to verify accuracy and assure timely submittal. For employees working 24-hour shifts, the completed TRER form must be submitted to the Finance Department within 2 working days after return to work. For all other travelers, this report must be submitted to the Finance Department within four (4) working days after return to work. If the Travel Expense Report has not been submitted by the close of business on the fourth day, unsubstantiated cash advances will be deducted from the traveler's paycheck.

If the traveler is entitled to a cash reimbursement, the Finance Department, upon receipt of a completed and approved Travel Expense Report, shall process a reimbursement by the next pay date, provided the form is received by 12:00 pm (noon) the Tuesday before the pay date.

Receipts

Receipts for expenses other than meals, service tips and telephone charges, must be attached to the Expense Report. In the event a receipt is lost and there is no means of receiving a duplicate receipt from the vendor, a hand written receipt, signed by the traveler and the Department Director, may be submitted reflecting the reason, amount, date and place of expense.

4. AUDITING.

Each approved travel expense report will be audited when received for reimbursement. Minor errors in computation will be adjusted by the Finance Department. Reports with gross errors will be returned for recalculation and resubmission. Any report which is not approved, not properly prepared, or is prepared in such a way as to be unauditable, will be returned for resubmission.

5. REIMBURSEMENT OF EXPENSES FOR OTHERS.

An individual authorized to incur travel expenses may be reimbursed for meal and beverage expenses which relate to employees or persons other than those employed by the city. Reimbursement of expenses may include the following: recruitment of industry and potential city employees, hosting special visitors to the city, expenses incurred in the course of advocating state and federal legislation, hosting committees and conferences for organizations where the city or an individual is a member. Said reimbursed expenses shall be consistent with the performance of a public purpose as authorized by law.

6. DISCIPLINARY ACTION. Whoever shall receive an allowance or reimbursement by means of a false claim shall be liable in the amount of overpayment for the reimbursement of the public funds. Further, the employee may be subject to disciplinary action under the City's Personnel Manual up to and including termination.

7. RESERVATION OF AUTHORITY.

The Personnel Department is responsible for reviewing these procedures. The City Manager has the authority to revise these procedures.

REFERENCES.

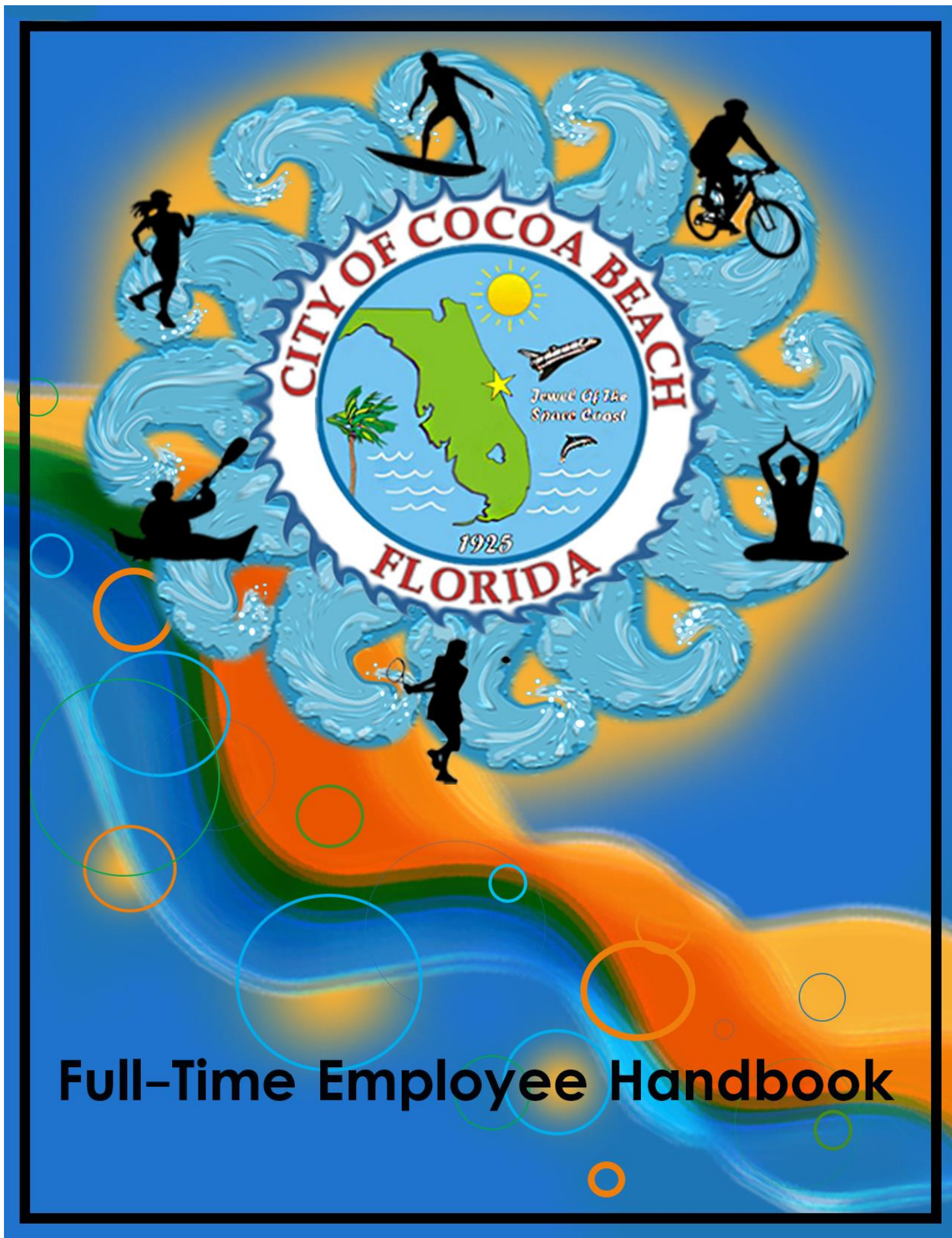
State Statutes Chapter 112 - Public Officers and Employees; General Provisions,
<http://www.flsenate.gov/Statutes/index.cfm>

[Form No. TRER.10/96 - Travel Request and Expense Report](#)

IRS Taxable Fringe Benefit Guide, [Publication 15-B \(2008\), Employer's Tax Guide to Fringe Benefits.](#)

U.S. General Services Administration website at www.gsa.gov

[Purchasing Card Policy.](#)



Full-Time Employee Handbook

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City of Cocoa Beach Employee Guide

Welcome!

It is with pleasure that we welcome you as a new employee with the City of Cocoa Beach. We hope you have a long rewarding career with us. As a City employee, you have a unique opportunity to serve the public - City residents, businesses and visitors to our City. We value employees who work hard, show initiative and responsibility and take pride in their work and the City as a whole.

You can get information or answers to your questions from your supervisor or by contacting the Personnel Department at 868-3200 or by stopping by the Personnel Department, which is open on weekdays from 8 a.m. to 5 p.m. After-hours appointments can also be made with the Personnel staff by calling one of the phone numbers listed above.

City Government Overview

The voters of the City of Cocoa Beach elect a City Commission consisting of a Mayor and four Commissioners who are residents of the City. The Mayor and each of the Commissioners serve a four (4) year term.

The Mayor presides at all meetings of the City Commission and is recognized as the official head of the City for purposes of serving civil processes, by the government in exercise of military law and for all ceremonial purposes. The Mayor has no administrative responsibilities.

The City Commission is the policy making body in the City government. It is responsible for legislative action including enactment of ordinances and resolutions, setting the millage rate for taxes, adopting the annual budget, contracting debts, granting franchises, appointing advisory boards and appointing the administrative officers of the City (City Manager and City Attorney).

The City Manager is appointed by the City Commission to serve as the chief administrative officer of the City. The City Manager supervises the day-to-day functions of the City and its departments except for the City Attorney. The City Manager presents the proposed budget to the City Commission annually and is responsible for its administration upon adoption. The City Manager provides advice to the City Commission and carries out the decisions of the City Commission.

The City of Cocoa Beach includes the following departments:

City Manager	City Clerk	Development Services
Finance	Fire	Information Technology
Leisure Services	Personnel	Police
Stormwater	Public Works	Water Reclamation

Nature of Employment

This handbook is only a guide – the purpose of the information contained in the handbook is to help you understand what is and what is not acceptable so you can make the most of your employment opportunities with us. This handbook is not intended to address every aspect of your employment.

The City of Cocoa Beach is an “at-will” employer. This means that you voluntarily accept employment with the City of Cocoa Beach and you are free to resign at will at any time, with or without cause. Similarly, the City of Cocoa Beach may terminate the employment relationship at will at any time, with or without notice or cause, so long as there is no violation of applicable federal or state law.

Policies set forth in this handbook are not intended to create a contract, nor are they to be construed to constitute contractual obligations of any kind or a contract of employment between and any of its employees. Collective bargaining agreements apply to certain employee groups – where the provisions of this guide conflict with the terms and conditions of any collective bargaining agreement, the collective bargaining agreement will prevail.

The provisions of the handbook have been developed at the discretion of management and, except for its policy of employment-at-will, may be amended or cancelled at any time, at the sole discretion of management. The Personnel Director shall be the delegated authority to interpret the policies and practices of the handbook. These provisions supersede all existing policies and practices and may not be amended or added to without the express written approval of the City Manager.

Employee Relations

The City of Cocoa Beach believes that the workplace should provide a positive environment in which employees are encouraged to excel in all tasks, duties and responsibilities. As such, the City has a goal of providing positive work conditions along with a competitive wage and benefits package. Employees who have concerns about their jobs are encouraged to voice these concerns openly and directly to their supervisors.

Our experience has shown that when employees deal openly and directly with supervisors, the work environment is improved, communications are clearer and attitudes are more positive. City management is committed to responding effectively to employee concerns.

Equal Employment Opportunity, Discrimination, and Harassment

In order to provide equal employment and advancement opportunities to all individuals, employment decisions will be based on merit, qualifications, abilities, and veterans preference where applicable. The City of Cocoa Beach does not discriminate in employment opportunities or practices on the basis of race, color, religion, sex, national origin, age, marital status, disability, genetic information, veteran status, or any other characteristic protected by applicable local, state or federal law.

The City also is committed to providing a workplace free of harassment on the basis of an individual's protected class. This includes harassment by City employees and non-employees, such as members of the general public, vendors, appointed and elected officials. Prohibited harassment includes, but is not limited to: slurs, jokes, epithets, negative stereotyping, threats, intimidation, hostile acts; denigrating or hostile written or graphic material posted or circulated in the workplace or; any other graphic or physical conduct relating to an individual's race, color, religion, sex, national origin, age, marital status, disability, veteran status, or any other characteristic protected by applicable local, state or federal. Prohibited sexual harassment includes, but is not limited to: verbal statements such as jokes, innuendo, intimidation and/or physical conduct of a sexual nature; unwelcome sexual advances, propositions and/or innuendos that create hostile working conditions; display in the workplace of sexually suggestive or explicit objects, pictures or drawings and/or denigrating written or graphic material posted or circulated in the workplace; and any other graphic or physical conduct relating to a person's gender.

An employee who feels that they are being discriminated against or harassed, or any employee who becomes aware of any discrimination or harassment, should immediately report the discrimination or harassment to any of the following: their immediate supervisor, their manager, their department director, the Personnel Director, or the City Manager. Employees are not required to follow their supervisory chain in making such reports. Any supervisor, manager, or director who becomes aware of any discrimination or harassment must immediately report the discrimination or harassment to the Personnel Director or the City Manager. All reports of discrimination or harassment shall be thoroughly and timely investigated. Confidentiality shall be maintained throughout the investigation to the extent possible and allowable by law. When the investigation is completed, the employee who was subject to the alleged discrimination or harassment will be informed of the outcome of the investigation.

Any employee found to have engaged in any type of unlawful discrimination or harassment will be subject to disciplinary action, up to and including termination of employment.

Employees will not be retaliated against in any way for making a report, in good faith, of discrimination or harassment. Any employee found to have engaged in retaliation will be subject to disciplinary action, up to and including termination of employment.

Disability Accommodation

The City is committed to taking all actions necessary to ensure equal employment opportunity for persons with disabilities in accordance with the Americans with Disabilities Act (ADA) and all other applicable federal, state and local laws. All employment practices and activities will be conducted on a non-discriminatory basis. Upon request, job applications are available in alternative, accessible formats, as is assistance in completing the application. Pre-employment inquiries, if any, will be made only regarding an applicant's ability to perform the duties of the essential function of the position.

The City of Cocoa Beach will make reasonable accommodations for qualified individuals with known disabilities unless doing so would result in an undue hardship on the City or pose a direct threat to the employee or others. This policy governs all aspects of employment, including employee selection, job assignment, compensation, discipline, termination and access to benefits and training. Employees with a disability who believe they need a reasonable accommodation to perform the essential functions of their job should contact the Personnel Department.

Employee Medical Examinations

To help ensure that employees are able to perform the essential functions of their jobs and do not pose a significant risk of substantial harm to themselves or others, medical examinations (including psychological examinations) may be required as a condition of employment. If it is determined that an examination is appropriate for a particular job category, all applicants for the job to whom a conditional offer of employment has been made will be examined. A healthcare professional of the City's choice will perform a medical examination at the City's expense. The offer of employment and assignment to duties is contingent upon satisfactory completion of the medical exam. From time to time, current employees may be required to take medical examinations (including psychological examinations) based on a reasonable belief that they may be unable to perform the essential functions of their job or pose a significant risk of substantial harm to themselves or others, or as required by applicable local, state or federal law. Such examinations will be scheduled at reasonable times and intervals and performed by a healthcare professional of the City's choice at the City's expense.

Information regarding an employee's medical condition or history will be kept separate from other employee information and maintained confidentially in the Personnel Department. Access to this information will be made available only to the employee, persons designated and authorized by the employee, and other agencies or persons as allowed by applicable law.

The Genetic Information Nondiscrimination Act of 2008 (GINA) prohibits employers and other entities covered by GINA Title II from requesting or requiring genetic information of an individual or family member of the individual, except as specifically allowed by this law. To comply with this law, we are asking that you not provide any genetic information when responding to any request for medical information. "Genetic information," as defined by GINA, includes an individual's family medical history, the results of an individual's or family member's genetic tests, the fact that an individual or an individual's family member sought or received genetic services, and genetic information of a fetus carried by an individual or an individual's family member or an embryo lawfully held by an individual or family member receiving assistive reproductive services.

Immigration Law Compliance

The City of Cocoa Beach is committed to employing only United States citizens and aliens who are authorized to work in the United States. The City of Cocoa Beach does not unlawfully discriminate on the basis of citizenship or national origin.

In compliance with the Immigration Reform and Control Act of 1986, each new employee, as a condition of employment, must complete the Employment Eligibility Verification Form I-9 and present documentation establishing identity and employment eligibility. Former employees who are rehired must also complete the form if they have not completed an I-9 within the past three years or if their previous I-9 is no longer retained or valid.

Once an applicant is made a conditional job offer, the City uses E-Verify, an Internet-based system operated by the Department of Homeland Security, U.S. Citizenship and Immigration Services, in partnership with the Social Security Administration, to confirm work authorization with the Social Security Administration (SSA) & the Department of Homeland Security (DHS), with information from the Form I-9 provided by new and rehired employees.

The City of Cocoa Beach does not provide financial assistance in obtaining and/or maintaining visa(s) for any employee or his/her dependent(s).

If you have questions or you need more information on immigration law issues, you are encouraged to contact the Personnel Director. You may raise questions or complaints about immigration law compliance without fear of reprisal.

Employment Categories

It is the intent of the City of Cocoa Beach to clarify the definitions of employment classifications so that all employees understand their employment status and benefit eligibility.

Each employee is designated as either NONEXEMPT or EXEMPT in accordance with the Fair Labor Standards Act (FLSA). NONEXEMPT employees are entitled, with limited exceptions, to overtime pay. EXEMPT employees are excluded from the overtime provisions of the FLSA. The EXEMPT or NONEXEMPT classification of any position may be changed only upon written notification from the Personnel Director.

In addition to the above categories, each employee will belong to one other employment category:

- REGULAR FULL-TIME employees are those employees who are regularly scheduled to work the City's full-time schedule for the position they hold. Generally, they are eligible for the City's benefit package, subject to the terms, conditions and limitations of each benefit program.
- REGULAR PART-TIME employees are those employees who are regularly scheduled to work less than 30 hours per week. While REGULAR PART-TIME employees do receive all legally mandated benefits (such as Social Security and workers compensation insurance), they are ineligible for all other benefit programs.
- TEMPORARY employees are those who are hired as interim replacements to temporarily supplement the work force or to assist in the completion of a specific project or program. Employment assignments in this category generally are of a limited duration. Employment beyond any initially stated period does not in any way imply a change in employment status. TEMPORARY employees retain that status unless and until notified of a change. While temporary employees receive all legally mandated benefits (such as workers' compensation insurance and Social Security), they are ineligible for all other City benefit programs.
- SEASONAL employees are those hired for a limited duration over a specific period of time, generally the summer months. Employment beyond any initially stated period does not in any way imply a change in employment status. While SEASONAL employees receive all legally mandated benefits (such as workers' compensation insurance and Social Security), they are ineligible for all other City benefit programs.

Rehires will be at the discretion and approval of the City Manager. For the purposes of benefits, to include Paid Time Off (PTO) accrual, rehires shall be treated as a new hire.

These classifications do not guarantee employment for any specified period of time.

Job Posting

The City provides employees with opportunities to advance within the organization according to their skills and experience. In general, notices of all regular, full-time job openings are posted, although the City reserves its discretionary right to not post a particular opening.

Job openings will be posted on the employee bulletin board and will normally remain open for 5 working days. Each job posting notice will include the dates of the posting period, job title, department, location, grade level, job summary and qualifications (required skills and abilities).

To be eligible to apply for a posted job, you must have performed competently for at least 180 calendar days in your current position. The City reserves the right to waive the 180 calendar day requirement. Employees who are on a leave of absence (paid or unpaid), probation or suspension are not eligible to apply for posted jobs. Eligible employees should apply only for those posted jobs for which they possess the required skills, competencies and qualifications. To apply for an open position, you should submit a job posting application to the Personnel Department listing job-related skills and accomplishments. An employee who is selected for an open position may not apply for another open position for a period of 12 months. The City reserves the right to waive this provision.

Job posting is just one of the ways to inform employees of openings and to identify qualified and interested applicants who might not otherwise be known to the hiring manager. Other recruiting sources may also be used to fill open positions in the best interest of the organization.

Probationary Period

The probationary period is intended to give new employees and rehired employees the opportunity to demonstrate their skills and ability to achieve a satisfactory level of performance and to determine whether the new position meets their expectations. The City uses this period to evaluate employee capabilities, work habits and overall performance. Either the employee or the City may end the employment relationship at will at any time during or after the probation period, with or without cause or advance notice.

All new and rehired employees (except for police officers, communication officers and firefighters who have a 365-day probationary period) work on a probationary basis for the first 180 calendar days after their date of hire. Employees must make significant progress toward performing the essential functions of the position in a satisfactory manner during this probationary period. Employees who are promoted or transferred from within must complete a secondary probationary period of the same length with each reassignment to a new position. Any significant absence will automatically extend a probationary period by the length of the absence. If the City determines that the designated probationary period does not allow sufficient time to thoroughly evaluate the employee's performance, the probationary period may be extended for a specified period.

In cases of promotions or internal transfers, an employee who is not successful in the new position can be removed from that position at any time during the transition probationary period. If this occurs, the employee may be allowed to return to his or her former position or to a comparable one for which the employee is qualified, provided that such a position is vacant and the City's desires to fill the vacated position.

Employment Applications

The City relies upon the accuracy of information contained in your employment application and/or resume, as well as the accuracy of other data presented throughout the hiring process and employment. Any misrepresentations, falsifications or material omissions in any of this information or data may result in the exclusion from further consideration for employment or, if you have been hired, termination of employment.

The City reserves the right to require applicants, as a condition of employment, to submit to a screening for credit worthiness, credit standing and/or credit capacity. Such screenings will be conducted in accordance with the Fair Credit Reporting Act (FCRA).

Performance Evaluation

Supervisors and employees are strongly encouraged to discuss job performance and goals on an informal, day-to-day basis. New employees and those receiving internal lateral moves and/or promotions will be given written performance updates 60 days and 180 days after the hire date. These performance updates will allow the supervisor and the employee to discuss the job responsibilities, standards and performance requirements of the new position.

Thereafter, formal written performance evaluations will be given in the month of each annual service anniversary. The annual performance evaluations are conducted to provide both supervisors and employees the opportunity to discuss job tasks, identify and correct weaknesses, encourage and recognize strengths and discuss positive, purposeful approaches for meeting goals.

Job Descriptions

The City of Cocoa Beach makes every effort to create and maintain accurate job descriptions for all positions within City government. However, no job description can list each and every duty and requirement for a position, and therefore, employees may be tasked with performing duties not contained in their job descriptions. Additionally, the City reserves the right to modify job descriptions as the need arises.

Each description includes the following:

- Job summary section (giving a general overview of the job's purpose)
- Essential duties and responsibilities section
- Supervisory responsibilities section
- Qualifications section (including education and/or experience, language skills, mathematical skills, reasoning ability, and any certification required)
- Physical demands section
- Work environment section

In the event of a recovery from a disaster, your regular duties may be suspended and you may be assigned disaster recovery duties, possibly for an indefinite time period.

Ethics and Conduct Overview

The successful operation and reputation of City government is built upon the principles of fair dealing and ethical conduct of our employees. Our reputation for integrity and excellence requires careful observance of the spirit and letter of all applicable laws and regulations, as well as a scrupulous regard for the highest standards of conduct and personal integrity.

The City of Cocoa Beach expects all employees to conduct themselves in accordance with the letter, spirit and intent of all relevant laws and to refrain from any illegal, dishonest or unethical conduct. Examples of such prohibited acts include but are not limited to solicitation and acceptance of gifts (Florida Statute 112.313), unauthorized compensation, misuse of public position, disclosing exempt or confidential information and solicitation or acceptance of honoraria.

The continued success of City government is dependent upon the trust of residents, businesses and others we serve. We are committed to preserving that trust. Each employee must recognize that the actions of any one employee can enhance (or damage) the reputation of all City employees. Employees owe a duty to the City of Cocoa Beach to act in a way that will merit the continued trust and confidence of the public.

In general, the use of good judgment based on high ethical principles will guide you with respect to lines of acceptable conduct. If a situation arises where it is difficult to determine the proper course of action, the matter should be discussed openly with your immediate supervisor and, if necessary, with the Personnel Director for advice and consultation.

Compliance with this policy of ethics and conduct is the responsibility of every employee. Disregarding or failing to comply with this standard of business ethics and conduct could lead to disciplinary action, up to and including termination of employment.

Conflicts of Interest

It is the policy of the City of Cocoa Beach that no employee shall have any interest, financial or otherwise, direct or indirect; engage in any business transaction or professional activity; or incur any obligation of any nature which is in substantial conflict with the proper discharge of his or her duties in the public interest. All employees have an obligation to perform their duties within these guidelines and Chapter 112, Part III, Florida Statutes. The purpose of these guidelines is to provide general direction so you can seek further clarification on issues that may raise questions on potential conflicts of interest. Contact the Personnel Director for more information or questions about conflicts of interest.

All transactions with outside firms must be conducted within a framework established and controlled by the City management. Business dealings with outside firms should not conflict with the proper discharge of an employee's duty in the public interest or result in unusual gains for any of the parties to the transaction. Unusual gain refers to bribes, bonuses, special fringe benefits, unusual price breaks or other windfalls designed to ultimately benefit any parties to the transaction, either directly or indirectly. Promotional plans that could be interpreted to involve unusual gain to any party require the approval of the City Manager.

An actual or potential conflict of interest occurs when an employee is in a position to influence a decision that may result in a personal gain for that employee or for a relative as a result of the City's business dealings. For the purposes of this policy, a relative is any person who is related by blood or marriage or whose relationship with the employee is similar to that of persons who are related by blood or marriage.

Personal gain may result not only in cases where an employee or relative has a significant ownership in a firm with which the City does business. It also may result when an employee or relative receives any special consideration, kickback, bribe or substantial gift as a result of any transaction or business dealings involving the City of Cocoa Beach.

If you have any influence on transactions involving purchases, contracts or leases, it is imperative that you disclose this relationship to your supervisors and the Personnel Director as soon as possible.

Outside Employment

City employment is considered to be your primary job. You must request and receive approval from the City prior to engaging in any outside employment. Under no circumstances may you conduct any outside employment during your working time; conduct outside employment using City supplies or equipment; or conduct outside employment while on a paid or unpaid leave of absence. Military service shall not be treated as outside employment for purposes of this policy.

You may hold outside jobs in compliance with Section 112.313, Florida Statutes, as long as you meet the performance standards of your job with the City. All employees will be judged by the same performance standards and will be subject to the City's scheduling demands, regardless of any existing outside work requirements.

If the City determines that your outside work interferes with performance or the ability to meet the requirements of the City position as modified from time to time, you may be asked to terminate the outside employment if you wish to remain employed with the City.

Any outside employment that may constitute a conflict of interest as described in Chapter 112, Part III, Florida Statutes, is prohibited. Employees may not receive any income or material gain from external sources for materials produced or services rendered while performing their City duties.

Access to Personnel Files

The Personnel Department maintains a personnel file on each employee. The personnel file includes information such as the application for employment, resume, records of training, documentation of performance appraisals and salary increases and other employment records.

Personnel files are the property of the City and access to the information they contain is generally available on a limited basis. Generally, only supervisors and management personnel of the City who have a legitimate reason to review information in a file are allowed to do so. In accordance with Chapter 119, Florida Statutes, a member of the public may also review a personnel file by making a public records request. In such cases, certain information is restricted and the review is conducted under the supervision of the Personnel staff. Examples of restricted information are health and medical records, test results, and the addresses and names of family members of certain employees.

If you wish to review your own file, you should contact the Personnel Department. With reasonable advance notice, you may review your own personnel file in the Personnel Department in the presence of an individual appointed by the City to maintain the files.

Employment Reference Checks

To ensure that the City hires individuals who are well qualified and have a strong potential to be productive and successful, it is the policy of the City to check the employment references of all applicants.

Only the Personnel Department is authorized to respond to reference check inquiries from other entities. All requests must be directed to the Personnel Department. Responses to such inquiries will involve only the confirmation of dates of employment, wage rates and position(s) held.

Agents of the City are prohibited from providing professional references regardless of their nature both verbally and written without authorization from the Personnel Department.

Personnel Data Changes

It is the responsibility of each employee to keep the City informed of current information and to promptly notify the City of any changes in personnel data.

Personal mailing addresses, telephone numbers, number and names of dependents, individuals to be contacted in the event of emergency, educational accomplishments and other such status reports should be accurate and current at all times. If any personnel data has changed, notify the Personnel Department as soon as the changes occur. Supervisors who become aware of any changes to the personal information of their employees should encourage employees to report the changes to the Personnel Department.

Hiring of Relatives / Romantic Relationships

The employment of family members and relatives is an issue that raises concerns in many organizations. The practice of employing family members frequently raises concerns of favoritism and conflict that can adversely affect employee morale. As such, the City will hire relatives of current employees to regular full-time positions only in situations in which the search for other qualified candidates has been exhausted, and so long as no direct or indirect supervisory relationship will exist between the candidate and his/her relative and the employment is not prohibited by Section 112.3135, Florida Statutes. For purposes of this policy, a relative is any person who is related by blood or marriage or whose relationship with the employee is similar to that of persons who are related by blood or marriage.

The City recognizes that occasionally work relationships develop into personal relationships. If a relative relationship or dating relationship is established after employment between employees who are in a supervisor - subordinate situation, it is the responsibility and obligation of the supervisor involved in the relationship to disclose the existence of the relationship to management. Relatives of current employees may not occupy a position that will be working directly or indirectly for or supervising their relative.

Individuals involved in a dating relationship may also pose issues for the City. A dating relationship is defined as a relationship that may be reasonably expected to lead to the formation of a consensual "romantic" or sexual relationship. In addition to claims of partiality in treatment at work, personal conflicts from outside the work environment can be carried over into day-to-day working relationships. Individuals involved in a dating relationship with another employee may not occupy a position that will be working directly for or supervising the employee with whom they are involved in a dating relationship.

The City also reserves the right to take action if an actual or potential conflict of interest arises involving relatives or individuals involved in a dating relationship who occupy positions at any level (higher or lower) in the same line of authority that may affect City financial matters or the review of employment decisions on either employee. The individuals concerned will be given the opportunity to decide who is to be transferred to another available position. If that decision is not made within 30 calendar days, management will decide who is to be transferred or, if necessary, terminated from employment. In other cases where a conflict or the potential for conflict arises because of the relationship between employees, even if there is no line of authority or reporting involved, the employees may be separated by reassignment or terminated from employment.

Employees in a close personal relationship should refrain from public workplace displays of affection or excessive personal conversation.

Compensation

The City of Cocoa Beach is committed to providing a total compensation package that includes market-based wages and competitive employee benefits. Wage and salary administration is designed to achieve consistent pay practices, to comply with federal and state laws and to comply with Equal Employment Opportunity requirements.

Because recruiting and retaining talented employees is critical to our success, the City is committed to paying its employees equitable wages that reflect the requirements and responsibilities of each position. It is a goal of the compensation program to provide a comparable compensation package to that received by employees in other governmental units in the area having similar size and resources.

Wage and salary administration also balances the goal to maintain a competent and highly motivated workforce with the City's ability to meet both short-term and long-term financial goals. Recognizing that the funds for wages and benefits are generated from taxes and other fees, the City may not always be able to compete in certain situations with private sector employers, larger governmental entities or those in other geographical areas.

In general, however, compensation for each position is determined by a number of factors including the essential duties and responsibilities of the job, internal equity within the City's wage structure and survey data on pay practices and benefits provided by other employers. The City periodically reviews its salary administration program and restructures it as necessary.

Employee Benefits

The City provides a wide range of employee benefits. A number of the programs (such as Social Security, workers' compensation and unemployment insurance) cover all employees as prescribed by law.

Benefits eligibility is dependent upon a variety of factors including employee classification. Your supervisor can identify the programs for which you are eligible. The Personnel Department can provide details of these programs.

The following benefit programs are available to REGULAR FULL-TIME employees:

- Bereavement Leave
- Dental Insurance
- Educational Financial Assistance
- Employee Assistance Program
- Employee Discounts
- Employee Health Center
- Family Leave
- Health Insurance
- Holidays
- Jury Duty Leave
- Life Insurance
- Long-term Disability
- Military Leave
- Paid Time Off (PTO)
- Pension Plan
- Retirement Savings Plans
- Supplemental Life Insurance
- Travel Allowances
- Uniform and Uniform Maintenance (designated positions)
- Wellness Program

Some benefit programs require contributions from the employee, but most are fully paid by the City. This listing of benefits is meant to be illustrative, and may be supplemented, changed or discontinued at the City's discretion.

Holidays

The City will grant holiday benefits to all regular full-time employees on the holidays listed below:

- New Year's Day (January 1)
- Martin Luther King, Jr. Day (third Monday in January)
- Presidents' Day (third Monday in February)
- Memorial Day (last Monday in May)
- Independence Day (July 4)
- Labor Day (first Monday in September)
- Veterans' Day (November 11)
- Thanksgiving (fourth Thursday in November)
- Day after Thanksgiving
- Christmas Eve (December 24)
- Christmas (December 25)

The City reserves the right to make changes to the holiday schedule. Holiday pay will be calculated based on the employee's straight-time pay rate (as of the date of the holiday) times the number of hours the employee would otherwise have worked on that day.

If a recognized holiday falls during an eligible employee's paid absence, holiday pay will be provided instead of the paid time off benefit that would otherwise have applied. In general, paid time off for holidays will not be counted as hours worked for the purposes of determining whether overtime pay is owed.

Employees may be required to work holidays. If an employee has a sincerely held religious belief or practice that conflicts with the need to work on a holiday, the City will address the matter on a case-by-case basis. In accordance with applicable law, the City will provide a reasonable accommodation for sincerely held religious beliefs and practices to the extent that it does not create undue hardship for the City.

Paid Time Off (PTO)

Paid Time Off (PTO) is an all-purpose time-off policy for regular full-time employees to use for vacation, illness or injury and personal business. It combines traditional vacation and sick leave plans into one flexible paid time-off policy.

Exempt (salaried) and Nonexempt (hourly¹) employees accrue PTO benefits at different rates due to the nature of the work being performed. The amount of PTO that employees receive increases with the length of their employment. Accrual schedules are as follows:

Service Requirements	Hourly (Non-Exempt)	Salaried (Exempt)
Hire date to 4 years	150 hours per year (18.75 days) (5.77 hours per pay period)	168 hours per year (21 days) (6.46 hours per pay period)
4 years plus 1 month to 9 years	174 hours per year (21.75 days) (6.69 hours per pay period)	192 hours per year (24 days) (7.38 hours per pay period)
9 years plus 1 month or more	216 hours per year (27 days) (8.31 hours per pay period)	234 hours per year (29.25 days) (9.00 hours per pay period)

PTO is an employee benefit – it is not an attendance policy. Employees who use excessive unscheduled PTO may be subject to disciplinary action. An employee will be issued a Letter of Caution and may be subject to discipline any time they go into a zero (0) PTO balance. In general, unscheduled PTO should be limited to those infrequent occasions when you are sick or other unforeseen circumstances result in your inability to come to work as scheduled. Employees are encouraged to build a PTO balance.

Certain employees in collective bargaining units accrue PTO leave at rates other than those indicated above. Those employees should refer to their current collective bargaining agreement for details on PTO benefits.

PTO benefits are available to newly hired employees with no waiting period. PTO can be used in minimum increments of one hour. Employees who have an unexpected need to be absent from work should notify their direct supervisor before the scheduled start of their workday, unless circumstances make such notification impossible. The direct supervisor must also be contacted on each additional day of unexpected absence. Additional requirements may be established by your department.

¹Employees hired before December 1, 2016 who were reclassified from salaried exempt to hourly nonexempt will continue to accrue PTO benefits at the exempt rate. Positions reclassified after December 1, 2016 will accrue PTO at the nonexempt rate.

Paid Time Off (PTO) - continued

To schedule planned PTO, you should request advance approval from your supervisor. Additional requirements may be established by your department or collective bargaining agreement. Requests will be reviewed based on a number of factors, including operational needs, staffing requirements and hours accrued. At any time, PTO requests may be denied based on any of these factors.

PTO is paid at the employee's base pay rate at the time of absence. It does not include overtime or any special forms of compensation such as incentives, shift differentials or other forms of variable compensation. As an additional condition of eligibility for PTO, an employee on an extended absence for illness or injury must apply for any other available compensation and benefits, such as workers compensation.

PTO may be used to supplement any payments that an employee is eligible to receive from disability insurance, or workers' compensation programs. The combination of any such disability payments and PTO cannot exceed the employee's normal bi-weekly take home pay.

There is no limit on the amount of PTO that you may accrue. Upon termination of employment in good standing, you will be paid for up to 480 hours of accrued PTO (or the amount established by any applicable collective bargaining agreement).

Health Insurance

The City of Cocoa Beach's health insurance plan provides regular full-time employees and their dependents access to medical insurance benefits. Employees participating in the health insurance plan are subject to all terms and conditions of the agreement between the City of Cocoa Beach and the insurance carrier. Any change in employment classification that would result in loss of eligibility to participate in the health insurance plan may qualify an employee for benefits continuation under the Consolidated Omnibus Budget Reconciliation Act (COBRA). The City uses a third party vendor to administer COBRA benefits. You should refer to the Benefits Continuation (COBRA) document received in the mail for more information.

For new hires, health insurance coverage will begin the first of the month after sixty days of employment. Enrollment for all lines of insurance coverage will be done thru the Bentek Portal. Contact the Personnel Department for more information about health insurance benefits.

You are reminded that to comply with GINA (Genetic Information Nondiscrimination Act), we are asking that you not provide any genetic information when applying for health insurance benefits or in responding to any request for medical information.

Life Insurance

The City of Cocoa Beach provides a basic life insurance plan of \$25,000 for all regular full-time employees. Accidental Death & Dismemberment (AD&D) insurance coverage is provided as part of the basic life insurance plan. AD&D insurance provides benefits in cases of certain serious injuries or death resulting from an accident

For new hires, life insurance coverage will begin the first of the month after sixty days of employment. Additional supplemental and/or dependent life insurance coverage may also be purchased at your option and expense. Employees are subject to all terms and conditions of the agreement between the City of Cocoa Beach and the insurance carrier.

Educational Assistance

The City of Cocoa Beach recognizes that the skills and knowledge of its employees are critical to the success of the organization. The educational assistance program encourages personal development through formal education so employees can maintain and improve job-related skills or enhance their ability to compete for reasonably attainable jobs within the City.

The City will provide educational assistance to actively-at-work regular full-time employees upon completion of 180 days of employment and/or pass their probationary period. To maintain eligibility, you must remain on the active payroll as a regular full-time employee and be performing your job satisfactorily through completion of each course.

Individual courses or courses that are part of a degree, licensing or certification program must be related to your current job duties or for a future position in the City in order to be eligible for educational assistance. The City has the sole discretion to determine whether a course relates to your current job duties. The City requires pre-approval for all educational assistance programs - you should contact the Personnel Department for more information or questions about educational assistance.

While educational assistance is expected to enhance employees' performance and professional abilities, the City cannot guarantee that participation in formal education will entitle you to automatic advancement, a different job assignment or pay increases. The City invests in educational assistance for employees with the expectation that the investment be returned through enhanced job performance. However, if you voluntarily separate from the City's employment within one year of any educational assistance payment, the amount of the payment will be considered only a loan. Accordingly, you will be required to repay all educational assistance payments received by you in the twelve months preceding the termination.

Employee Assistance Program

The City of Cocoa Beach recognizes that a variety of personal problems can disrupt an employee's personal and work lives. While many employees solve their problems either on their own or with the help of family and friends, professional assistance and advice is sometimes needed.

The Employee Assistance Program (EAP) provides access to professional counseling services to help in confronting such personal problems as alcohol and other substance abuse, marital and family difficulties, financial or legal troubles, and emotional distress. The EAP is available to all full-time employees and their immediate family members offering problem assessment, short-term counseling, and referral to appropriate community and private services.

The EAP is designed to safeguard your privacy and rights. Except as otherwise provided by law, information given to the EAP counselor may be released only if requested by you in writing. No information related to your participation in the EAP program is entered into the personnel file. Except as otherwise provided by law, the EAP counselors will not share any information with City management without your authorization to do so. This paragraph shall not apply to mandatory EAP referrals made by the City.

There is no cost for employees and their immediate family members to consult with an EAP counselor. However, a limit may be placed on the number of no-cost EAP visits per year. Costs that are not covered are the responsibility of the employee.

Minor concerns can become major problems if you ignore them. You should contact the Personnel Department or your supervisor if you have any questions about the EAP program.

Retirement Savings Plans

The City recognizes the need to provide employees with opportunities to plan for retirement and partners with ICMA to offer employees additional Retirement Saving options. Their Roth IRA and Deferred Compensation/457 Plan are direct deposit savings plans designed to comply with all applicable IRS codes.

Employee participation in the above is voluntary. The City accepts no responsibility if such plans result in a financial loss to the employee. The City does not provide financial advice or guidance for investments. Employees have the option to enroll in ICMA's "Guided Pathways Managed Accounts Program" which provides customized professional investment advisory services.

Section 125 Plan

The City of Cocoa Beach provides a plan that complies with Section 125 of the IRS code that allows employees to have certain

payroll deductions to be taken on a pre-tax basis. Through the Section 125 Plan, you can increase your take-home pay by declaring insurance and pension deductions before federal withholding is calculated on your paycheck.

Benefits Continuation (COBRA)

The federal Consolidated Omnibus Budget Reconciliation Act (COBRA) gives employees and their qualified beneficiaries the opportunity to continue health insurance coverage under the City's health plan when a "qualifying event" would normally result in the loss of eligibility. Some common qualifying events are resignation, termination of employment for other than gross misconduct, death of an employee, a reduction in an employee's hours that result in a change in status from FULL-TIME REGULAR to PART-TIME or a leave of absence, an employee's divorce or legal separation, and a dependent child no longer meeting eligibility requirements.

Under COBRA, the employee or beneficiary pays no more than 102% of the cost of coverage at the City's group rates. The City provides each eligible employee with a written notice through a third party vendor mailing service to their home address on file describing rights granted under COBRA when the employee becomes eligible for COBRA coverage under the City's health insurance plan. The notice contains important information about your rights and obligations.

Workers Compensation Insurance

The City of Cocoa Beach provides a comprehensive workers compensation insurance program in accordance with state law at no cost to employees. This program covers any accidental compensable injury or illness arising out of the work performed in the scope and course of employment that requires medical, surgical or hospital treatment. Subject to applicable legal requirements, workers compensation insurance provides benefits after a short waiting period.

Employees who sustain work-related injuries or illnesses must inform their supervisor immediately. No matter how minor an on-the-job injury may appear, it is important that the injury be reported immediately. The City and its workers compensation insurance carrier reserve the right to deny coverage for workers compensation benefits if the injury is not reported promptly.

Neither the City nor its insurance carrier will be liable for the payment of workers compensation benefits for injuries that occur during an employee's voluntary participation in any off-duty recreational, social, or athletic activity sponsored by the City of Cocoa Beach.

Work Schedules

In general, the normal work schedule for most regular full-time employees is 8 hours a day, 5 days a week. Supervisors will advise employees of the times their schedules will normally begin and end. Schedules may change from time to time to meet the demands for providing City services. As such, there may be variations in the days of the week scheduled, starting and ending times, as well as variations in the total hours that may be scheduled each day and week.

Rest and Meal Periods

Each workday, full-time nonexempt employees are provided, to the extent possible, with a meal period and 2 rest periods. A meal period in which the employee is relieved from duty for at least 30 minutes is not considered as time worked and is unpaid. Rest periods, which should be no more than 15 minutes in length, are considered time worked and are paid. Supervisors will advise employees of the regular meal and rest period length and schedule.

To the extent possible, rest periods will be provided in the middle of work periods. Since this time is counted and paid as time worked, employees and supervisors must cooperate to ensure that this privilege is not abused. Work breaks cannot be accumulated or be used to compensate for late arrival or early departure from duty and does not interfere with established work schedules.

Employee Conduct and Work Rules

To ensure orderly operations and to provide the best work environment possible, the City of Cocoa Beach expects employees to follow rules of conduct that will protect the interests and safety of all employees and the organization. You have a responsibility to be a productive and harmonious employee.

It is not possible to list all the forms of behavior that are considered unacceptable in the workplace. The following are examples of infractions of rules of conduct that may result in disciplinary action, up to and including termination of employment:

- Theft or inappropriate removal or possession of property.
- Dishonesty, including being untruthful in an investigation and any form of falsification of timekeeping or other records.
- Working under the influence of alcohol or illegal drugs.
- Possession, distribution, sale, transfer, or use of alcohol or illegal drugs in the workplace, while on duty, or while operating employer-owned vehicles or equipment.
- Fighting or threatening violence in the workplace.
- Boisterous or disruptive activity in the workplace.
- Negligence or improper conduct leading to damage of employer-owned or the property of others.
- Insubordination.
- Threatening, intimidating, coercing or unlawfully interfering with the job performance of fellow employees, customers, vendors, and/or members of the public.
- Violation of safety or health rules.
- Smoking in prohibited areas.
- Sexual or other unlawful harassment.
- Possession of dangerous or unauthorized materials, such as explosives or firearms, in the workplace unless authorized by applicable law.
- Excessive absenteeism or any absence without notice or authorization.
- Unauthorized absence from work station during the workday.
- Leaving work during the assigned shift without notice and/or approval.
- Unauthorized use of telephones, mail system or other employer-owned equipment.
- Violation of personnel or departmental policies.
- Unsatisfactory job performance or conduct.
- Sleeping on the job
- Commission of a crime or engaging in illegal activity either on or off duty

Employee Conduct and Work Rules (Continued)

- Loss, including suspension, of a requirement or minimum qualification for the employee's position such as certifications, driver's licenses, etc.

The listing of these rules of conduct does not alter the at-will status of the City's employees.

Overtime

The City's normal FLSA workweek is a period of 7 consecutive days beginning at 12:00 a.m. on Wednesday and ending at 11:59 p.m. on Tuesday.

When operating requirements or other needs cannot be met during regular working hours, employees will be given the opportunity to work overtime assignments. All overtime work must receive the supervisor's prior authorization. From time to time depending on operational needs or special situations, overtime may be mandated by management. Overtime assignments will be distributed as equitably as practical to all employees qualified to perform the required work.

Overtime compensation is paid to all hourly nonexempt employees in accordance with the FLSA. Overtime pay is based on actual hours worked. Time off for PTO, holidays or any other leave of absence will not be considered hours worked for purposes of performing overtime calculations. Failure to work scheduled overtime or overtime worked without prior authorization from the supervisor may result in disciplinary action, up to and including possible termination of employment.

Employees in classifications exempt from overtime shall be compensated by a regular salary. Such exempt employees are expected to work whatever hours are necessary to complete assignments and successfully execute the duties and responsibilities of the position.

The City complies with the salary basis requirements of the FLSA and does not make improper deductions from the salaries of exempt employees. There are, however, certain circumstances where deductions from the salaries of exempt employees are permissible. Exempt employees who believe that an improper deduction from their salary has been made should immediately report this information to the Personnel Director. Reports of improper deductions will be promptly investigated, and if it is determined that an improper deduction has been made, the employee will be promptly reimbursed.

Attendance and Punctuality

To maintain a productive work environment, the City of Cocoa Beach expects employees to be reliable and to be punctual in reporting for scheduled work. Absenteeism and tardiness place a burden on other employees and on the City. In the rare instances when you cannot avoid being late to work or you are unable to work as scheduled, you should notify your supervisor, in accordance with any department policies, as soon as possible in advance of the anticipated tardiness or absence.

Poor attendance and excessive tardiness are disruptive. Either may lead to disciplinary action, up to and including termination of employment.

Timekeeping

Accurately recording time worked is the responsibility of every employee. Federal and state laws require the City of Cocoa Beach to keep an accurate record of time worked in order to calculate employee pay and benefits. Time worked is all the time actually spent on the job performing assigned duties.

You are responsible for accurately recording the time (hours and minutes) worked each day. Working "off-the-clock" is strictly prohibited; all time worked must be recorded. You should also record any paid time off using the appropriate codes to record educational leave, premium hours, shift differentials or other specialized pay codes. If overtime is incurred, the appropriate manager or supervisor must always approve overtime work before it is performed. Unless expressly authorized by the appropriate manager or supervisor, nonexempt employees must not perform any work duties outside of the employee's working hours or when utilizing PTO. This includes, but is not limited to, accessing email and/or voicemail during non-working hours or while utilizing PTO or other leave.

Altering, falsifying, tampering with time records or recording time on another employee's time record may result in disciplinary action, up to and including termination of employment. It is your responsibility to sign your time record to certify the accuracy of all time recorded. Your supervisor will review and sign time records before submitting them to the Payroll staff. If corrections or modifications are made to the time record, both you and your supervisor must verify the accuracy of the changes by signing the time sheet.

Paydays

Payroll cycles begin on Wednesdays - each payroll cycle has a duration of 2 weeks, ending on the second Tuesday. Your earnings will reflect all work performed through the end of the previous payroll period. You will be paid every other Friday. Your pay will be distributed via direct deposit in the bank of your choice or by check or electronic pay card (if available). Pay checks or electronic pay cards shall be available for pick up by the employee at 12:00 P.M. on the scheduled payday in their respective department. You will receive a pay stub with an itemized statement of wages.

Emergency Closings

At times, emergencies such as severe weather, fires, power failures or other unforeseen events can disrupt City operations. In extreme cases, these circumstances may require the closing of a work facility. In the event that such an emergency occurs

during non-working hours, local radio and/or television stations will be asked to broadcast notification of the closing.

When operations are officially closed due to emergency conditions, the City will consider the circumstances of each emergency situation and will make a determination as to the manner in which the time off will be handled - paid or unpaid. In the event that the City determines that the time off will be unpaid, NONEXEMPT employees will not be paid, but are permitted to utilize any accrued PTO. To the extent that the closing lasts for less than a full workweek, EXEMPT employees will still be paid, but may be required to utilize any accrued PTO. To the extent that an EXEMPT employee does not work any portion of the workweek, the employee will not be paid, but may utilize any accrued PTO.

Family and Medical Leave

In accordance with the Family and Medical Leave Act (FMLA), the City of Cocoa Beach provides eligible employees with up to 12 weeks of leave during a 12-month period for:

- a. The birth of a son or daughter or placement of a son or daughter with the employee for adoption or foster care;
- b. To care for a spouse, son, daughter, or parent who has a serious health condition;
- c. A serious health condition that makes the employee unable to perform the essential functions of his or her job; or
- d. Any qualifying exigency arising out of the fact that a spouse, son, daughter, or parent is a military member on covered active duty or call to covered active duty status.

Additionally, in accordance with the FMLA, the City provides eligible employees with up to 26 weeks of leave during a 12-month period:

- To care for a covered service member with a serious injury or illness, when the employee is the spouse, son, daughter, parent, or next of kin of the service member.

For purposes of calculating the 12-month period, the City uses a retroactive rolling-year method. Married employee couples may be restricted to a combined total of 12 weeks leave within any 12 month period for childbirth, adoption or placement of a foster child; or to care for a parent with a serious health condition.

Only eligible employees are entitled to take FMLA leave. An eligible employee is one who (a) has worked for the City for at least 12 months; and (b) has performed at least 1,250 hours of actual work for the City during the 12 month period immediately preceding the leave. All periods of absence from work due to or necessitated by service in the uniformed services are counted in determining FMLA eligibility.

For purposes of this policy, serious health conditions include inpatient care in a hospital, hospice or residential medical care facility; continuing treatment by a health care provider; and temporary disabilities associated with pregnancy, childbirth, and related medical conditions. Qualifying exigencies include making alternative child care arrangements for a child of the military member when the deployment of the military member necessitates a change in the existing child care arrangement; attending certain military ceremonies and briefings; taking leave to spend time with a military member on Rest and Recuperation leave during deployment; or making financial or legal arrangements to address a covered military member's absence; or certain activities related to care of the parent of the military member while the military member is on covered active duty.

If the need for FMLA leave is foreseeable, a request must be made 30 days in advance of the anticipated beginning date of the leave. If the need for leave is not foreseeable, the request must be made as soon as is practicable and in compliance with the City's normal call-in procedures, absent unusual circumstances. Where the leave is being taken due to a serious health condition affecting the employee, an immediate family member, or next of kin, the employee must submit medical certification from a healthcare provider verifying the need for the leave and providing the beginning and expected ending dates of the leave. If the City determines that the certification is incomplete, it will provide a written notice indicating what additional information is required. Employees do not have to share a medical diagnosis, but must provide enough information to the City so it can determine if the leave qualifies for FMLA protection. Sufficient information includes informing the City that the employee is or will be unable to perform his or her job functions, that a family member cannot perform daily activities, or that hospitalization or continuing medical treatment is necessary. Employees must inform the City if the need for leave is for a reason for which FMLA leave was previously taken or certified.

Family and Medical Leave (Continued)

The City will notify the employee if leave will be designated as FMLA leave, and if so, how much leave will be designated as FMLA leave. Any changes in the information supporting the leave should be promptly reported to the Personnel Department. The City may require periodic recertification supporting the need for leave. If the employee is not eligible for FMLA leave, the City will provide a reason for the ineligibility.

Eligible employees may take FMLA leave in a single block of time, intermittently (in separate blocks of time), or by reducing the normal work schedule when medically necessary for the serious health condition of the employee or immediate family member, or in the case of a covered servicemember, his or her injury or illness. Eligible employees may also take intermittent or reduced-scheduled leave for military qualifying exigencies. Intermittent leave is not permitted for birth of a child, to care for a newly-born child or for placement of a child for adoption or foster care. Employees who require intermittent or reduced-schedule leave must try to schedule their leave so that it will not unduly disrupt the Company's operations.

So that an employee's return to work can be properly scheduled, an employee on FMLA must provide the Personnel Department with at least two weeks advance notice of the date that he or she intends to return to work. Employees returning from leave for their own serious health condition must submit a health care provider's verification of their fitness to return to work. For other than a key employee as defined under the FMLA, when FMLA leave ends, the employee will be reinstated to the same position, if it is available, or to an equivalent position for which the employee is qualified. If an employee fails to return to work on the agreed upon return date, the City will assume that the employee has resigned. Should the FMLA leave period prove insufficient, consideration may be given to a request for a leave extension.

FMLA leave will run concurrently with all other paid leave. Employees will be required to first use any accrued paid leave time before taking unpaid FMLA leave. The City will maintain the employee's group health plan coverage during FMLA leave on the same terms as if the employee had continued to work. If applicable, the employee must make arrangements to pay his/her share of health plan premiums while on leave. In some instances, the City may recover premiums it paid to maintain health coverage or other benefits for the employee and the employee's family. Paid Time Off (PTO) benefit accruals and holiday benefits will be suspended for any unpaid leave over 30 days and will resume upon return to active employment.

The City will not interfere with an individual's FMLA rights or retaliate against employees for using or trying to use FMLA leave, opposing any practice made unlawful by the FMLA, or being involved in any proceeding under or related to the FMLA. However, providing false or misleading information or omitting material information in connection with an FMLA leave request, or using FMLA leave in a manner inconsistent with the reason for which it was granted, will result in disciplinary action, up to and including termination.

Personal Leave

The City of Cocoa Beach may provide leaves of absence to regular full-time employees who need to take time off from work duties to fulfill personal obligations not covered by FMLA. Eligible employees may request personal leave only after having completed 365 calendar days of service. As soon as eligible employees become aware of the need for a personal leave of absence, they should request a leave from their supervisor.

Personal leave may be granted for a period of up to 60 calendar days. Any such leave must be taken as PTO until all such PTO is exhausted.

Requests for personal leave will be evaluated based on a number of factors, including anticipated workload requirements and staffing considerations during the proposed period of absence. Subject to the terms, conditions and limitations of the applicable plans, the City will continue to provide same health insurance benefits for the full period of the approved personal leave. Paid Time Off benefit accruals and Holiday Pay will be suspended during the unpaid portion of the leave and will resume upon return to active employment.

When a personal leave ends, every reasonable effort will be made to return the employee to the same position, if it is available, or to a similar available position for which the employee is qualified. However, the City cannot guarantee reinstatement in all cases.

If an employee fails to report to work promptly at the expiration of the approved leave period, will assume the employee has resigned.

Military Leave

A military leave of absence will be granted to employees who are absent from work because of service in the U.S. uniformed services in accordance with the Uniformed Services Employment and Reemployment Rights Act (USERRA) and applicable state laws. Advance notice of military service is required, unless military necessity prevents such notice or it is otherwise impossible or unreasonable.

Employees who are service members in the National Guard or a reserve component of the Armed Forces of the United States shall be granted a leave of absence to perform active military service, the first 30 days of any such leave of absence to be with full pay. Employees who are commissioned reserve officers or reserve enlisted personnel in the United States military or naval service or members of the National Guard are entitled to leaves of absence with full pay for all days during which they are engaged in training ordered under the provisions of the United States military or naval training regulations for such personnel when assigned to active or inactive duty; provided, however, that such leave with full pay may not exceed 240 working hours in any one annual period.

Any leaves of absence for military service in excess of 30 days or 240 hours, whichever is applicable, shall be without pay. However, employees may use any available Paid Time Off (PTO) for the absence. Continuation of health insurance benefits is available as required by USERRA based on the length of the leave and subject to the terms, conditions and limitations of the applicable plans for which the employee is otherwise eligible. PTO benefit accruals and holiday benefits will be suspended after 30 days of unpaid leave and will resume upon the employee's return to active employment.

Employees on military leave for up to 30 days are required to return to work for the first regularly scheduled shift after the end of service, allowing reasonable travel time. Employees on longer military leave must apply for reinstatement in accordance with USERRA and all applicable state laws.

Employees returning from military leave will be placed in the position they would have attained had they remained continuously employed or a comparable one depending on the length of military service in accordance with USERRA. They will be treated as though they were continuously employed for purposes of determining benefits based on length of service.

Contact the Personnel Department for more information or questions about military leave.

Bereavement Leave

Bereavement leave may be granted when a death occurs in your immediate family to include step-families (spouse, children, parents, brother, sister, grandchild, mother-in-law, father-in-law and natural grandparents). In such cases, you may be granted up to three (3) consecutive calendar days (or the equivalent of 24 hours) of paid bereavement leave. Should additional time off be necessary, you may be permitted to utilize PTO in accordance with the City's PTO policy.

For auditing purposes, the City requires you to furnish documentation to substantiate the leave (i.e. obituary, death certificate) in order to receive bereavement leave pay.

Pregnancy-Related Absences

The City of Cocoa Beach will not discriminate against any employee who requests an excused absence for medical disabilities associated with pregnancy. Such leave requests will be evaluated according to the medical leave policy provisions outlined in this handbook and all applicable federal and state laws.

Requests for time off associated with pregnancy and/or childbirth, such as bonding and child care, not related to medical disabilities for those conditions will be considered in the same manner as other requests for paid and unpaid FMLA or personal leave.

Jury Duty

The City of Cocoa Beach encourages you to fulfill your civic responsibilities by serving jury duty when required. Regular full-time employees in an active at-work status are eligible for paid jury duty leave. Jury duty pay will be calculated on your base pay rate times the number of hours you would otherwise have worked on the day of absence.

You must show the jury duty summons to your supervisors as soon as possible so that your supervisor may make arrangements to accommodate your absence. Documentation for jury duty is to be submitted to the Personnel Department for processing and filing. Of course, you are expected to report to work as scheduled whenever the court schedule permits.

The City will continue to provide health insurance benefits for the full term of the jury duty absence. Paid Time Off (PTO) and holiday benefits will continue to accrue during the paid jury duty leave.

Safety

To assist in providing a safe and healthy work environment for employees, customers and visitors, the City of Cocoa Beach has established a workplace safety program. This program is a top priority for the City. The Personnel & Risk Manager has responsibility for implementing, administering, monitoring and evaluating the safety program. Its success depends on the alertness and personal commitment of all.

The City provides information to employees about workplace safety and health issues during new employee orientation and through regular internal communications such as supervisor-employee meetings, bulletin board postings, memos and other written communications. The Employee Safety Committee has been established to assist in these activities and to facilitate effective communication between employees and management about workplace safety and health issues.

Employees and supervisors receive periodic workplace safety training. The training covers potential safety and health hazards and safe work practices and procedures to eliminate or minimize hazards. Some of the best safety improvement ideas come from employees. Those with ideas, concerns or suggestions for improved safety in the workplace are encouraged to bring these ideas to their supervisors or to another supervisor or manager or to bring them to the attention of a member of the Employee Safety Committee. Reports and concerns about workplace safety issues may also be made on a confidential basis to the Personnel Director.

Each employee is expected to obey safety rules and to exercise caution in all work activities. Employees must immediately report any unsafe condition to the appropriate supervisor. Employees who violate safety standards, who cause hazardous or dangerous situations, or who fail to report or, where appropriate, remedy such situations, may be subject to disciplinary action up to and including termination of employment.

Use of Equipment and Vehicles

Equipment and vehicles essential in accomplishing job duties are expensive and may be difficult to replace. When using property, employees are expected to exercise care, perform required maintenance, and follow all operating instructions, safety standards and guidelines.

Please notify your supervisor if any equipment, machines, tools or vehicles appear to be damaged, defective or in need of repair. Prompt reporting of damages, defects and the need for repairs could prevent deterioration of equipment and possible injury to employees or others. Your supervisor can answer any questions about an employee's responsibility for maintenance and care of equipment or vehicles used on the job.

Employees are prohibited from taking City equipment or vehicles home or otherwise using such equipment for personal purposes unless the appropriate permission has been secured.

The use of the keying functions of a cellular phone, smartphone, or similar devices to text messages, surf the Internet, check phone messages, or receive or respond to email while driving a City vehicle or personal vehicle on City business is strictly prohibited. For telephone calls, if you are driving you must be in a stopped position to use the keying functions so that you can safely use your cell phone or similar device.

All front and rear seat occupants of City-owned, leased or rented vehicles and all personal vehicles operated on City business are required to wear seatbelts. Failure to wear seat belts will be considered unauthorized use of a vehicle and will subject employees to disciplinary action. If an accident resulting in injury to an employee occurs and the employee is not wearing a seat belt and the failure to use the seat belt contributes to injuries received, the employee's worker's compensation benefits may be reduced. Employees must obtain supervisory approval to take non-employees as passengers on a "ride-along".

Any vehicle assigned to an employee as a "take-home" vehicle must have the authorization of the City Manager. Take-home vehicles are to be used for City business only. Personal use of any City vehicle is prohibited.

Employees who are or may be required to drive City vehicles or personal vehicles on City business must notify the Personnel Department immediately if there is a change in their driving status. This includes any loss of insurance coverage or suspension of, or restriction placed, on their driver's license, even if a hardship, business purpose, or employment purpose license has been issued.

The improper, careless, negligent, destructive or unsafe use or operation of equipment or vehicles as well as excessive or avoidable traffic or parking violations can result in disciplinary action up to and including termination of employment.

Workplace Mishaps, Accidents and Injuries

In the case of accidents that result in injury, regardless of how insignificant the injury may appear, you must immediately notify your supervisor who will in turn notify the Personnel Department. Such reports are necessary to comply with laws and initiate insurance and workers compensation reporting procedures.

All workplace injuries that result in medical treatment or the need for the injured employee to leave work require that the employee(s) involved submit to a drug screen and alcohol screen, when required by policy. If an employee other than the injured employee caused the mishap, the employee(s) at fault must also submit to the drug screen and alcohol screen, when required by policy.

Any incident that involves damage to City equipment, vehicles or property or to the property of others is to be immediately reported to your supervisor. The supervisor is responsible for immediately submitting a Mishap Report to the Personnel Department. Any employee whose negligence resulted in the damage must submit to a drug screen. In situations involving questions of whether negligence occurred, the Personnel Department will make the final determination on the need to submit to a drug screen.

Employees involved in an at-fault mishap, accident or injury may receive a Letter of Caution in their Personnel File. If you are injured and refuse a drug screen, you may forfeit eligibility for medical and indemnity benefits.

Workplace Violence Prevention

The City of Cocoa Beach is committed to maintaining a safe work environment and to preventing workplace violence. Given the increasing violence in society in general, the City has adopted the following guidelines to deal with intimidation, harassment or other threats of (or actual) violence that may occur on its premises.

- Employees are expected to refrain from fighting, "horseplay" or other conduct that may be dangerous to others. Firearms, weapons, and other dangerous or hazardous devices or substances are prohibited from the premises of the City without proper authorization, except that employees may keep a legally owned and lawfully possessed firearm locked inside their private vehicle in a parking lot for lawful defensive purposes in accordance with Section 790.251, Florida Statutes. Only certified police officers are otherwise authorized to possess firearms on City premises.
- Conduct that threatens, intimidates, or coerces or otherwise interferes with the job performance of another employee; a customer or a member of the public at any time, including off-duty periods will not be tolerated. This prohibition includes all acts of harassment and discrimination, including harassment or discrimination that is based on an individual's characteristic protected by federal, state or local law.
- All threats of (or actual) violence, both direct and indirect, should be reported as soon as possible to your immediate supervisor or any other member of management. This includes threats by City employees, as well as threats by customers, vendors, solicitors or other members of the public. When reporting a threat of violence, you should be as specific and detailed as possible.
- All suspicious individuals or activities should also be reported as soon as possible to a supervisor. Do not unnecessarily place yourself in peril. If you see or hear a commotion or disturbance near your workstation, do not try to intercede or see what is happening if doing so puts you in danger.

The City will promptly and thoroughly investigate all reports of threats of (or actual) violence and of suspicious individuals or activities. The identity of the individual making a report will be protected as much as is practical. In order to maintain workplace safety and the integrity of any investigation, the City may suspend employees, either with or without pay, pending investigation.

Anyone determined to be responsible for threats of (or actual) violence or other conduct that is in violation of these guidelines will be subject to prompt disciplinary action up to and including termination of employment.

The City encourages employees to bring their disputes or differences with other employees to the attention of their supervisors or the Personnel Director before the situation escalates into potential violence. The City will assist in the resolution of employee disputes and will not discipline employees for raising such concerns.

Use of Phone and Mail Systems

The telephones at City facilities are provided for City business. While many employers prohibit any and all personal use of business telephones, City employees may use these phones for limited personal use - such use is for local calls of limited frequency and limited duration. Long distance outgoing calls, extended personal calls or a high frequency of personal calls are not permitted. As a general rule, keep in mind that personal use of the phones is a privilege and not a right – your personal calls should be brief and infrequent. You may be required to reimburse the City for any charges resulting from their improper personal use of the telephones.

To ensure effective telephone communications, you should always use the approved greeting and speak in a courteous and professional manner.

In general, the phone greeting should be:

"City of Cocoa Beach – (identify department). This is (your name). How may I help you?"

While you may deposit your personal outgoing stamped mail at one of the City's pick-up stations, the use of City-paid postage for personal correspondence is not permitted.

Smoking and/or Tobacco Use

In keeping with the City's intent to provide a safe and healthy work environment, the smoking or the use of tobacco products, including electronic cigarettes, in undesignated areas of City buildings and facilities, and in City vehicles, is not permitted. This prohibition applies to smoking and non-smoking (e. g. snuff & chewing tobacco) products. Designated smoking areas outside of City buildings should be kept free of litter by using the receptacles provided. In situations where the preferences of smokers and nonsmokers are in direct conflict, the preferences of nonsmokers will prevail. This policy applies equally to all employees, customers and visitors.

Computer and E-mail Usage

Computers, computer files, the e-mail system and software furnished to employees are property intended for business use. Employees should not use a password, access a file or retrieve any stored communication without authorization.

Employees do not have an expectation of privacy in their use of the City's computer and electronic communication system, including, but not limited to, the e-mail and voicemail messages they create, store, send and receive, and the Internet sites they visit. Electronic communications are neither private nor secure. The City has the right to monitor any and all aspects of its computer and electronic communications system. Use of the City's computer and electronic communication system shall constitute consent to such monitoring and waiver of any right of privacy.

The City of Cocoa Beach strives to maintain a workplace free of harassment and discrimination and sensitive to the diversity of its employees. Therefore, the City prohibits the use of computers and the e-mail systems in ways that violate the City's anti-harassment, anti-discrimination, and conduct policies.

For example, the display or transmission of sexually explicit images, messages and cartoons is not allowed. Other such misuse includes, but is not limited to, ethnic slurs, racial comments, off-color jokes or anything that may be construed as harassment or showing disrespect for others. E-mail may not be used to solicit others for commercial ventures, religious or political causes, outside organizations or other non-business matters during work hours.

The City purchases and licenses the use of various computer software for business purposes and does not own the copyright to this software or its related documentation. Unless authorized by the software developer, the City does not have the right to reproduce such software for use on more than one computer. Employees may only use software on local area networks or on multiple machines according to the software license agreement. The City prohibits the illegal duplication of software and its related documentation.

You should notify your immediate supervisor, the Personnel Department or any member of management upon learning of violations of this policy. Employees who violate this policy will be subject to disciplinary action up to and including termination of employment.

Internet Usage

Internet access to global electronic information resources on the World Wide Web is provided by the City to assist employees in obtaining work-related data and technology. The following guidelines have been established to help ensure responsible and productive usage of the City's Internet access.

- Internet usage is primarily for job-related activities. In conjunction with the other conditional use requirements of this policy, limited personal use of the Internet is permitted provided that browsing on the Internet is conducted before or after normal working hours or on approved breaks and lunch periods.
- All Internet data that is composed, transmitted, or received via our computer communications systems is considered to be part of the official records of the City and, as such, is subject to disclosure to law enforcement or other third parties. Consequently, employees should always ensure that the business information contained in Internet e-mail messages and other transmissions are accurate, appropriate, ethical and lawful.
- The equipment, services, and technology provided to access the Internet remain at all times the property of the City of Cocoa Beach. Employees do not have an expectation of privacy concerning their internet usage. As such, the City reserves the right to monitor Internet traffic and retrieve and read any data composed, sent or received through our online connections and stored in our computer systems.
- Data that is composed, transmitted, accessed or received via the Internet must not contain content that could be considered discriminatory, offensive, obscene, threatening, harassing, intimidating or disruptive to any employee or other person. Examples of unacceptable content may include, but are not limited to sexual comments or images, racial slurs, gender-specific comments or any other comments or images that could reasonably offend someone on the basis of race, age, sex, religious or political beliefs, national origin, disability, sexual orientation or any other characteristic protected by law.
- The unauthorized use, installation, copying, or distribution of copyrighted, trademarked or patented material on the Internet is expressly prohibited. As a general rule, if an employee did not create material, the City does not own the rights to it or the City has not received authorization for its use, it should not be put on the Internet. Employees are also responsible for ensuring that the person sending any material over the Internet has the appropriate distribution rights.
- Internet users should take the necessary anti-virus precautions before downloading or copying any file from the Internet. All downloaded files are to be checked for viruses; all compressed files are to be checked before and after decompression. Software may not be downloaded or installed on any computer without the prior approval of IT.

Abuse of the Internet access provided by the City of Cocoa Beach in violation of the law or City policies will result in disciplinary action, up to and including termination of employment. Employees may also be held personally liable for any violations of this policy.

These are examples of behaviors, actions and activities that are prohibited and can result in disciplinary action:

- Copying, pirating, or downloading software and electronic files without permission.
- Sending or posting exempt or confidential material, trade secrets or proprietary information outside of City government.
- Failing to observe licensing agreements.

Internet Usage (Continued)

- Engaging in unauthorized transactions that may incur a cost to the City or initiate unwanted Internet services and transmissions.
- Sending or posting messages or material that is discriminatory, illegally harassing, threatening or otherwise violates the City's conduct policies.
- Participating in the viewing or exchange of pornography or obscene materials.

- Attempting to break into the computer system of another organization or person.
- Refusing to cooperate with a security investigation.
- Sending or posting chain letters, solicitations, or advertisements not related to business purposes or activities.
- Using the Internet for political causes or activities, religious activities or any sort of gambling.
- Jeopardizing the security of the City's electronic communications systems.
- Sending or posting messages that disparage another organization's products or services.
- Passing off personal views as representing those of the City of Cocoa Beach.
- Sending anonymous e-mail messages.
- Posting comments, photos, videos or any other type of user-generated content from the City's computer system that is not related to City business.
- Posting any content from the City's computer system using pseudonyms, false names or anonymously.
- Engaging in any other illegal activities.
- Using the City's Internet access to participate in social networking websites such as "chat" activities, chat rooms, and personal ads, dating services or any other similar use involving personal relationships.
- Using the City's time and resources for personal gain.
- Stealing, using, or disclosing someone else's code or password without authorization.

I acknowledge I have read this policy and I fully understand the permitted and non-permitted uses.

Signature

Date

Printed Name

Personal Cell Phones or Similar Devices at Work

This policy applies to any device that makes or receives phone calls, leaves messages, sends text messages, surfs the Internet, or downloads and allows for the reading of and responding to email whether the device is company-supplied or personally owned.

The personal use of such devices while on duty is permitted provided that such use is limited to infrequent calls all of which are of short duration. Excessive use of personal cell phones while on duty will result in loss of the privilege.

Personal use of such devices shall not interrupt the performance of City-business, customer service or interaction with the public.

In all situations, the use of the keying functions of a cellular phone, Smart Phones or similar devices to text messages, surf the Internet, check phone messages, or receive or respond to email while driving a City vehicle is strictly prohibited.

For all telephone calls, if you are driving you must be in a stopped position to use the keying functions so that you can safely use your cell phone or similar device.

Cell phones must be put on vibrate mode (quiet mode) during meetings.

The use of Personal Listening Devices (PLDs) such as IPODs, MP3 players and other portable music devices as well as "Bluetooth" devices while on duty requires prior approval by your supervisor. In general, the following guidelines apply:

- The use of PLDs is not permitted in any City of Cocoa Beach business office when such offices are open to the general public.
- Should supervisory approval for use of PLDs be granted, such approval shall be based on the task to be performed (e.g. while mowing fairways). If permitted, the volume level of such devices shall be set to be able to hear the voices of others or warning sounds such as horns, sirens, etc.

Employees whose pattern of behavior violates this policy will be warned and thereafter subject to discipline, up to and including employment termination. Any interpretations of this policy should be directed to the Personnel Department.

Workplace Monitoring

Workplace monitoring may be conducted to ensure quality control, employee safety, security and customer satisfaction. Computers furnished to employees are the property of the City of Cocoa Beach. As such, the City reserves the right to monitor computer usage, including employer issued laptops and/or devices, and access computer files. The City may conduct video surveillance of non-private workplace areas. Video monitoring is used to identify safety concerns, maintain quality control, detect theft and misconduct and discourage or prevent acts of harassment and workplace violence.

Because the City is sensitive to the legitimate privacy rights of employees, every effort will be made to guarantee that workplace monitoring is done in an ethical and respectful manner.

Drug and Alcohol Use

The City of Cocoa Beach is committed to providing a safe, efficient and productive work environment for all employees. Using or being under the influence of drugs or alcohol on the job may pose serious safety and health risks. To promote this goal, the City has enacted a Drug-Free Workplace Policy. Copies of the City's Drug-Free Workplace Policy are provided to all employees at the inception of employment. Employees must sign an acknowledgement form indicating that they have received a copy of the drug testing policy.

While on premises and while conducting business-related activities off premises, no employee may use, possess, distribute, sell or be under the influence of alcohol or illegal drugs. The legal use of prescribed drugs is permitted on the job only if it does not impair an employee's ability to perform the essential functions of the job effectively and in a safe manner that does not endanger other individuals in the workplace. The City prohibits the use of medicinal marijuana, except as provided in Section 381.986, Florida Statutes.

Job applicants and employees may be asked to provide body substance samples (such as urine and/or blood) to determine the illicit or illegal use of drugs and alcohol. In addition, certain state or federal laws may require some employees in safety sensitive positions to undergo random drug testing. Refusal to submit to drug testing may result in disciplinary action, up to and including termination of employment.

An employee must immediately notify the Personnel Department of an arrest, charge, indictment or conviction for drug or alcohol-related activity. If you have questions on this policy or issues related to drug or alcohol use in the workplace, you should raise your concerns with your supervisor or the Personnel Director without fear of reprisal.

Violations of the Drug-Free Workplace Policy may lead to disciplinary action, up to and including immediate termination of employment and/or required participation in a substance abuse rehabilitation or treatment program. Such violations may also have legal consequences.

To inform employees about important provisions of this policy, the City of Cocoa Beach has established a drug-free awareness program. The program provides information on the dangers and effects of substance abuse in the workplace, resources available to employees and consequences for violations of this policy.

The Employee Assistance Program (EAP) provides counseling and referral services to employees for assistance with such problems as drug and/or alcohol abuse or addiction. It is the employee's responsibility to seek assistance from the EAP prior to reaching a point where his or her judgment, performance or behavior has led to imminent disciplinary action. Participation in the EAP after the disciplinary process has begun may not preclude disciplinary action, up to and including termination of employment.

If you have questions or concerns about substance dependency or abuse, you are encouraged to use the resources of the EAP. You may also wish to discuss these matters with your supervisor or the Personnel Director to receive assistance or referrals to appropriate resources in the community.

Personal Appearance

Dress, grooming and personal cleanliness standards contribute to the morale of all employees and affect the image we present to those who we serve.

During business hours or when representing the City of Cocoa Beach, you are expected to present a clean, neat and professional appearance. You should dress and groom yourself according to the requirements of your position and accepted social standards. This is particularly true if your job involves dealing with customers or visitors in person.

Your supervisor or department head is responsible for establishing a reasonable dress code appropriate to the job you perform. If your supervisor feels your personal appearance is inappropriate, you may be asked to leave the workplace until you are properly dressed or groomed. Under such circumstances, you may not be compensated for the time away from work. Consult your supervisor if you have questions as to what constitutes appropriate appearance.

Without unduly restricting individual tastes, the following personal appearance guidelines should be followed:

- Shoes must provide safe, secure footing and offer protection against hazards.
- Flip-flops, tank tops, tube-tops, halter-tops or low cut tops may not be worn under any circumstances.
- Excessively short skirts or dresses may not be worn under any circumstances.
- Shorts are not appropriate for employees whose permanent workstations are in office areas.
- Unnaturally colored hair and extreme hairstyles such as spiked hair do not present an appropriate professional appearance.
- Facial jewelry, such as eyebrow rings, nose rings, lip rings or tongue studs are not professionally appropriate and must not be worn during work hours.
- Torso body piercing with visible jewelry or jewelry that can be seen through or under clothing must not be worn during work hours.

If an employee has a sincerely held religious belief or practice that conflicts with the City's personal appearance requirements, or a disability requiring an accommodation, the City will address the matter on a case-by-case basis. In accordance with applicable law, the City will provide reasonable accommodations for employees of sincerely held religious beliefs and practices, and disabilities, to the extent that it does not create an undue hardship for the City.

Security Inspections

The City of Cocoa Beach is committed to maintaining a work environment that is free of illegal drugs, alcohol, firearms, explosives or other improper materials. The City likewise wishes to discourage theft or unauthorized possession of the property of employees and/or the City. The City requires the cooperation of all employees in administering this policy.

Offices, desks, vehicles, lockers and other storage devices may be provided for the convenience of employees but remains the sole property of the City of Cocoa Beach. Accordingly, employees have no expectation of privacy in their offices, desks, City vehicles, lockers and storage devices and except as prohibited by applicable law, any agent or representative of the City can inspect them, as well as any articles found within them, at any time, either with or without prior notice. To facilitate enforcement of this policy, the City or its representative may also inspect persons entering and/or leaving the premises and any packages or other belongings. Any employee who wishes to avoid inspection of any articles or materials should not bring such items onto the City's premises.

Solicitation and Distribution

In an effort to ensure a productive and harmonious work environment, persons not employed by the City of Cocoa Beach may not solicit or distribute literature in the workplace at any time for any purpose.

The City recognizes that employees may have interests in events and organizations outside the workplace. However, employees may not engage in solicitation during their work time or during the work time of the employees being solicited. (Work time does not include lunch periods, work breaks or any other periods in which employees are not on duty). The Personnel Director has the authority to approve employee solicitations.

Employees may not distribute literature on work time or in any City working areas. In addition, the posting of unapproved literature on City bulletin boards or any City owned property is prohibited. Requests for posting literature on bulletin boards or City owned property may be made through the Personnel Department.

Political Activities

City employees may not use their official authority/influence for the purpose of interfering with or affecting the result of elections to public office. Employees may not:

- Solicit or receive any assessment or contribution from any City employee for any political party or candidate for public office during their work time.
- Use their City position, equipment, property or supplies to secure contributions for political activity.
- Take an active part in political campaigns or in political management during duty hours.
- Corruptly use or influence any person or officer in the City service for promotion of any person or compensation as a reward for political service.

City staff should always act in an impartial manner. In carrying out their duties and responsibilities, the City staff is governed by the Employee Guide. By following the Employee Guide, staff decisions will steer clear of suspicion of decision-making on political grounds. All City employees ultimately report to the City Manager. The City Commission directs the City Manager; the City Manager in turn, directs staff. As a general rule, City Commissioners should be making requests through the City Manager. To avoid any questions regarding your actions, if you are assigned a task directly by an appointed or elected official, please inform your supervisor or the City Manager.

Progressive Discipline

The purpose of this policy is to state the City's position on administering equitable and consistent discipline for unsatisfactory performance or employee misconduct.

The City's own best interest lies in ensuring fair treatment of all employees and in making certain that disciplinary actions are prompt, uniform and impartial. The major purpose of any disciplinary action is to correct a problem, prevent a recurrence and prepare the employee for satisfactory performance in the future. Although employment with the City is based on mutual consent and both the employee and the City have the right to terminate employment at will, with or without cause or advance notice, the City may use progressive discipline at its discretion.

Disciplinary action may call for any of four steps -- verbal warning, written warning, suspension with or without pay or termination of employment. Depending on the severity of the problem and/or the number of occurrences, there may be circumstances when one or more steps are bypassed.

The progressive discipline steps that will normally be followed are:

- A first offense may call for a verbal warning;
- A next offense may be followed by a written warning;
- Another offense may lead to a suspension;
- Still another offense may then lead to termination of employment. Depending upon the seriousness of the offenses, if more than 24 months have passed since the last disciplinary action, the process may start over.

The City recognizes that certain types of employee problems are serious enough to justify either a suspension or even termination of employment without going through the usual progressive discipline steps. While it is impossible to list every type of behavior that may be deemed to be a serious offense, the Employee Conduct and Work Rules policy includes some but not all examples of problems that may result in immediate suspension or termination of employment. However, the problems listed are not necessarily all serious offenses but may be examples of unsatisfactory conduct that will trigger progressive discipline. The City reserves the right to handle each situation as it deems fit.

Problem Resolution

The City of Cocoa Beach is committed to providing the best possible working conditions for its employees. Part of this commitment is encouraging an open and frank atmosphere in which any problem, complaint, suggestion, or question receives a timely response from supervisors and management.

The City strives to ensure fair and honest treatment of all employees. While we expect that all rules and policies be fairly and equitably applied, we also recognize that each situation is unique and there may be extenuating circumstances.

If you disagree with the application of established rules of conduct, policies, or practices, you can express your concerns through the problem resolution procedure. No employee will be penalized, formally or informally, for voicing a complaint in good faith or for using the problem resolution procedure. Employees covered by a collective bargaining agreement should refer to the grievance procedures contained in said agreements.

If a situation occurs where you believe that a decision affecting you is unjust or inequitable, you are encouraged to make use of the following steps. You may discontinue the procedure at any step.

1. Present the problem to your immediate supervisor within 7 calendar days after incident occurs. If supervisor is unavailable or you believe it would be inappropriate to contact that person, you should present the problem to Personnel Director or any other member of management.
2. Your supervisor will investigate, if necessary, and respond to your problem within 14 calendar days, after consulting with appropriate management, if necessary. Your supervisor should document discussion in writing.
3. If problem is unresolved to your satisfaction, you should present the problem to the Personnel Director within 14 calendar days,
4. The Personnel Director will review the issue, consult with any others involved and advise you in writing of the outcome.
5. If you still disagree with the City's decision, you may appeal the issue in writing to the City Manager. The City Manager may meet with you and any others involved to review the issue.
6. The City Manager will inform you of his decision within 14 calendar days and will forward copy of his written response to Personnel Director for your file. The City Manager has full authority to make any adjustment deemed appropriate to resolve the problem.

Not every problem can be resolved to everyone's total satisfaction, but only through understanding and discussion of mutual problems can employees and management develop confidence in each other. This confidence is important to the operation of an efficient and harmonious work environment and helps to ensure everyone's job security.

City Records

All records, letters and correspondence, files, maps, images, emails, texts, and other printed and electronic material that reflect, memorialize, or pertain to City business are official public records of the City.

It is the responsibility of each employee to protect, store, transfer, destroy, dispose of, use and manage public records strictly in accordance with Chapter 119, Florida Statutes and all other applicable Federal, State and local law. All public records are the property of the City of Cocoa Beach. Such records are to be delivered by outgoing officials and employees to their successors. Any questions regarding public records should be directed to the City Clerk.

Workplace Etiquette

The City strives to maintain a positive work environment where employees treat each other with respect and courtesy. Sometimes issues arise when employees are unaware that their behavior in the workplace may be disruptive or annoying to others. Many of these day-to-day issues can be addressed by politely talking with a co-worker to bring the perceived problem to his or her attention. In most cases, common sense will dictate an appropriate resolution. The City encourages all employees to keep an open mind and graciously accept constructive feedback or a request to change behavior that may be affecting another employee's ability to concentrate and be productive.

Resignation

Resignation is a voluntary act initiated by you to terminate employment with the City of Cocoa Beach. Written advance notice of resignation of at least 2 weeks is required to be eligible for payout of any PTO accruals. Prior to an employee's departure, an exit interview may be scheduled to discuss the reasons for resignation and the effect of the resignation on benefits. If you do not provide advance notice as requested, you will forfeit any PTO accruals and you will not be considered eligible for rehire.

Employment Termination

Termination of employment is an inevitable part of personnel activity within any organization and many of the reasons for ending the employment relationship are routine. Below are examples of some of the most common circumstances under which employment is terminated:

- Resignation - voluntary employment termination initiated by an employee.
- Discharge - involuntary employment termination initiated by the City.
- Layoff - involuntary employment termination initiated by the City for non-disciplinary reasons.
- Retirement - voluntary employment termination initiated by the employee who meets the age, length of service and other criteria for the employee to begin drawing retirement benefits.

The City of Cocoa Beach will generally schedule exit interviews at the time of employment termination. The exit interview will afford an opportunity to discuss such issues as employee benefits, conversion privileges and repayment of any outstanding debts to the City (such as any educational assistance reimbursement) or return of City-owned property. Suggestions, complaints and questions can also be voiced in the exit interview.

Provided that the employee terminates in good standing (including the giving of a minimum of 2 weeks' written notice), up to 480 hours of accrued and unused PTO (or the amount established by any applicable collective bargaining agreement) will be paid at termination.

At separation of employment, you will be notified of the benefits that may be continued and of the terms, conditions and limitations of such continuance. Retirement Plan options, if any, will be covered at the time of separation.

An employee's rehire status will be designated at the time of termination. Your designation, if rehired, will be governed by your years of service credit under the City Pension Ordinance.

Issued Property / Found Property

You are responsible for all property, materials or written information issued to you or in your possession or control. You must return all property immediately upon request or upon termination of employment. Where permitted by applicable laws, the City may withhold from your paycheck the cost of any items that are not returned when required. The City may also take any and all action deemed appropriate to recover or protect its property.

Employees of any state, county or municipal agency shall be deemed agents of such governmental entity. In accordance with Florida Statute 705.104, lost or abandoned property found by such employee during the course of their official duties shall be turned in to the property person or department designated to receive such property by the governmental entity. As such, title to lost or abandoned property found by an employee of any state, county or municipal agency shall be vested in the state, county or municipality and not in the employee.

Domestic Violence Leave

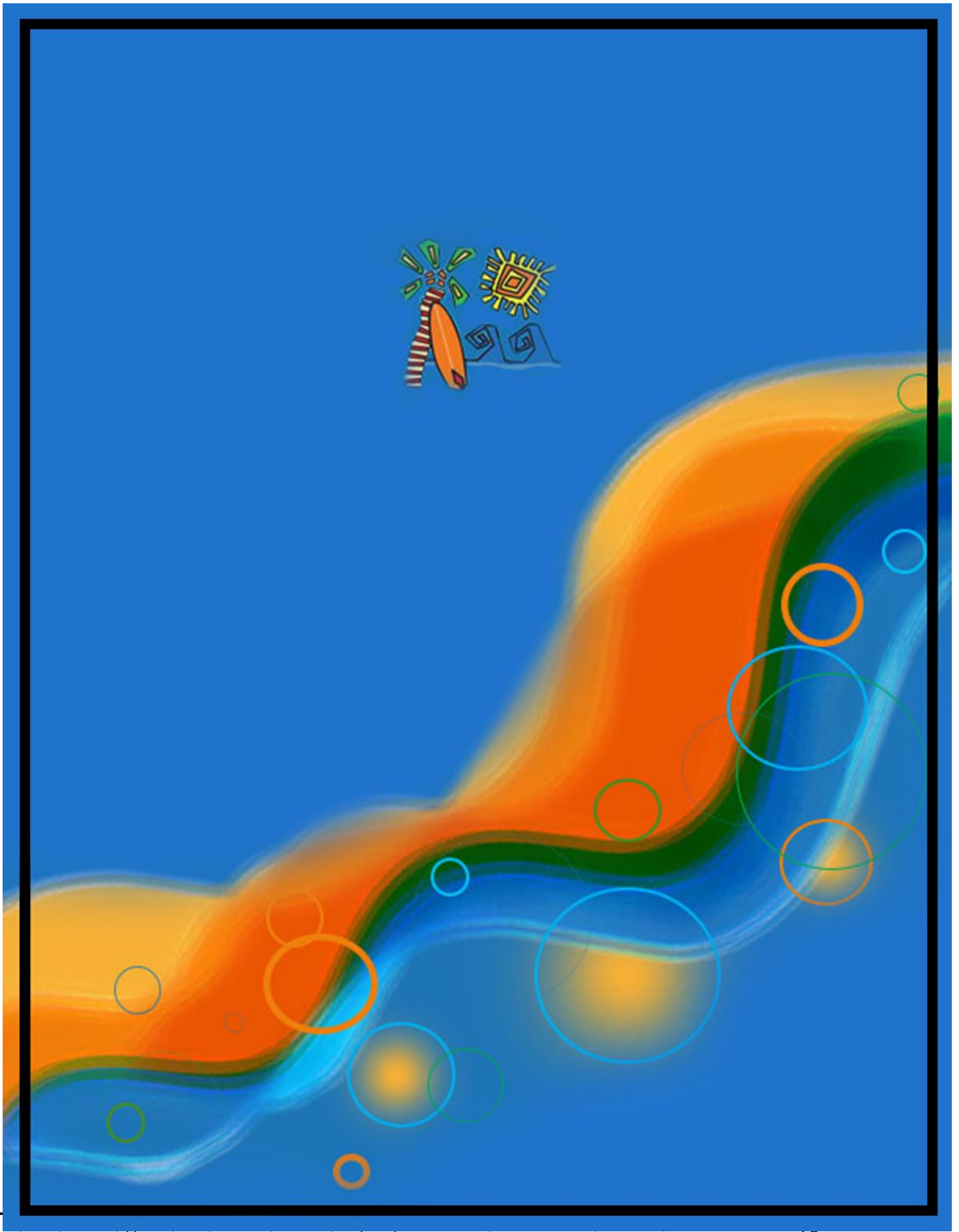
You may request and take up to 3 working days of unpaid leave in any 12-month period if you or your family or household member is the victim of domestic violence or sexual violence. Before receiving this leave, you must have first exhausted all of your accrued PTO.

Leave under this policy can be used only to:

1. Seek an injunction for protection against domestic violence or an injunction for protection in cases of repeat violence, dating violence, or sexual violence;
2. Obtain medical care or mental health counseling, or both, for you or a family or household member to address physical or psychological injuries resulting from the act of domestic violence or sexual violence;
3. Obtain services from a victim services organization, including, but not limited to, a domestic violence shelter or program or a rape crisis center as a result of the act of domestic violence or sexual violence;
4. Make your home secure from the perpetrator of the domestic violence or sexual violence or to seek new housing to escape the perpetrator; or
5. Seek legal assistance in addressing issues arising from the act of domestic violence or sexual violence or to attend and prepare for court-related proceedings arising from the act of domestic violence or sexual violence.

Except in cases of imminent danger to your health or safety, or to the health or safety of your family or household member, you must provide to your supervisor appropriate advance notice of the leave along with sufficient documentation of the act of domestic violence or sexual violence.

The City will keep information relating to your leave under this policy confidential and exempt from disclosure to the extent authorized by applicable law.



Office of Long-Term Resiliency (OLTR) - Community Development Block Grant Program MITIGATION

2 CFR Part 200 Policies & Procedures Review Checklist

Subrecipient: Cocoa Beach		Grant Agreement No.:	
1 st Reviewer: Robert Compton		2 nd Reviewer: Kevin Roddy	
Date Review Complete 7/2/24		Date Review Complete: 7/8/2024	
Policies and Procedures Approved?	☐ Yes ☐ No	Date of Approval:	
Attachment A, section 3. Sub-Recipient Responsibilities, Part B.5 of the sub-recipient CDBG-MIT Grant Agreement that states the sub-recipient must develop and submit within thirty (30) days of Agreement execution policies and procedures for the requirements under 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for the Federal Award. There are eight basic policies and procedures required under the 2 CFR Part 200: 1. Written Cash Management Procedure – § 200.302(b)(6) and § 200.305; 2. Written Cost Allowability Procedures – § 200.302(b)(7); 3. Written Travel Policy – § 200.475(a); 4. Written Employee Benefits Policy – § 200.431; 5. Written Conflicts of Interest Policy – § 200.318(c); 6. Written Procurement Procedures – § 200.318(a) and § 200.319(d); 7. Written Method for Conducting Technical Evaluations of Proposals and Selecting Recipients – § 200.320(b)(2)(ii); and 8. Procedures for Managing Equipment – § 200.313(d).			
Desk Review			
Review the sub-recipient's written policies and procedures required by 2 CFR Part 200 to verify all required written policies are included. This review requires the verification of the 8 basic policies and procedures found in the sub-recipient's Financial Management and Administrative Policies & Procedures, Procurement Policies and Procedures.			
Descriptions	Reference	Answer	Location
Do the sub-recipient's <u>Financial Management Policies and Procedures</u> include written procedures that address requesting and receiving reimbursement payments? Comments: There is discussion of travel reimbursement, but not about reimbursement of grant funds.	2 CFR 200.305 § 200.302(b)(6)	☐ Yes ☒ No	Pg 13
Do the sub-recipient's <u>Financial Management Policies and Procedures</u> include information about maintaining effective internal control over the Federal award and providing reasonable assurance the sub-recipient is managing the Federal award in compliance with Federal statutes, regulations, and the terms and conditions of the Federal award? Comments:	2 CFR 200.303 (a-e)	☒ Yes ☐ No	Pg 5-6
Do the sub-recipient's <u>Financial Management Policies and Procedures</u> state they will monitor and evaluate for compliance?	2 CFR 200.303 (a-e)	☒ Yes ☐ No	Pg 5-6

Office of Long-Term Resiliency (OLTR) - Community Development Block Grant Program MITIGATION

Comments:			
Do the sub-recipient's <u>Financial Management Policies</u> outline measures to safeguard protected personally identifiable information (PII)? Comments:	2 CFR 200.303 (e)	☒ Yes ☐ No	Pg 14
Has the sub-recipient included language in their <u>Financial Management Policies</u> to document the internal control procedures that show how compliance will be assured? Comments:	2 CFR 200.403 (a-h) § 200.302(b)(7) § 200.306(b) § 200.308(e)(3)	☒ Yes ☐ No	Pg 55
Has the sub-recipient included written travel reimbursement policies in their <u>Financial Management/Grant Management/Program Policies and Procedures</u> or as a standalone policy? Comments:	2 CFR 200.475(a)	☒ Yes ☐ No	Pg 18
Has the sub-recipient included written employee benefits (fringe benefits) policies in their <u>Financial Management/Grant Management/Program Policies and Procedures</u> or as a standalone policy? Comments:	2 CFR 200.431	☒ Yes ☐ No	Pg 92-95
Do the sub-recipient's <u>Procurement Policies</u> comply with procurement standards identified in 2 CFR §§ 200.317 through 200.327? Comments:	2 CFR §§ 200.317 – 200.327	☒ Yes ☐ No	Pg 9-53
Do the sub-recipient's <u>Procurement Policies & Procedures</u> contain Conflict of Interest information and written standards that provide for disciplinary actions for violations of conflict of interest policies? Comments:	2 CFR 200.318(c)(1-2)	☒ Yes ☐ No	Pg 56, 86, 87, 91
Do the sub-recipient's <u>Procurement Policies & Procedures</u> include procedures to ensure all solicitations meet the competitive requirements? Comments:	2 CFR 200.319(d)(1-2)	☒ Yes ☐ No	Pg 9-53
Do the sub-recipient's <u>Procurement Policies & Procedures</u> include a written method for conducting technical evaluations of the proposals received when making selections? Comments:	2 CFR 200.320(b)(2)(i-iv)	☒ Yes ☐ No	Pg 32
Do the sub-recipient's <u>Grant Management/Program Policies & Procedures</u> include policies and procedures to define Equipment Management Requirements? Comments:	2 CFR 200.313(d)	☒ Yes ☐ No	Pg 30-33

City of Cocoa Beach



Community Development Block Grant Anti-Fraud, Waste, and Abuse Policy

Anti-Fraud, Waste, and Abuse (AFWA)

The City of Cocoa Beach is the Sub-recipient of Community Development Block Grant funds from the **Florida Commerce** and the United States Department of Housing and Urban Development (HUD). As a steward of public funds, the City is actively working to combat fraud, waste, and abuse in its programs.

This policy is directed specifically to the Community Development Block Grant programs and is intended to establish procedures and processes that will aid in the detection and prevention of fraud, waste, and abuse in the CDBG programs.

This policy applies to all City employees, providers, vendors, contractors, consultants, partners, citizens, applicants, external departments, and agencies doing business with the City, as well as beneficiaries and others associated with, working for, accessing, or attempting to access benefits under the CDBG programs.

Scope

Fraud is the intentional (willful or purposeful) deception or misrepresentation made by a person with the knowledge that the deception could result in some unauthorized benefit to him/herself or some other person. There are many forms of fraud.

Waste includes over-utilizing City services, supplies or equipment, or causing unnecessary costs through carelessness or inefficiency.

Abuse includes activities that result in unnecessary costs to the City. Note that this is financial abuse, not physical or emotional abuse of a person. Physical and emotional abuse of a person should be reported to the police.

Examples of fraud include, but are not limited to, misrepresentation of:

- Income (Unreported or under-reported)
- Household composition
- Financial resources (transferred or hidden resources)
- Residency
- Citizenship status

Other types of fraud include, but are not limited to:

- Using another person's identification
- Forging signatures or documents
- Concealing access to duplicate funding
- Misrepresenting a medical condition to obtain additional benefit
- Misusing funds (diverting them for an unintended use)

Other actions constituting fraud, waste and abuse include, but are not limited to:

- Any dishonest or fraudulent act
- Misappropriation of funds, supplies or assets
- Impropropriety in handling or reporting money or financial transactions
- Profiting as a result of insider knowledge
- Unauthorized disclosure of confidential or private information
- Accepting or seeking anything of material value from contractors, vendors or any person that seeks a beneficial decision, contract, or action from the **Choose an item.**
- Accepting or seeking anything of material value from contractors, vendors or any person that is providing services for CDBG activities
- Unnecessary cost or expenditures
- Diversion of program resources

AFWA Complaint Process

The City's constituents, employees and contractors may report suspected fraud, waste, or abuse by contacting the appropriate **Florida Commerce** CDBG program managers.

All suspected cases of fraud will be taken seriously, and complaints will be reported to the appropriate **Florida Commerce** Compliance and Reporting Manager and **Florida Commerce** Office of the Inspector General at OIG@deo.myflorida.com. If **Florida Commerce** OIG determines that it is appropriate, it will coordinate its investigation with agencies such as the Florida Office of the Inspector General, the Florida Office of the Attorney General, or the Florida Department of Business and Professional Regulation. **The City will adhere to a timely response of 15 working days of the receipt of the complaint. Monitoring for any duplications of benefits, anomalies, suspected fraud related to performance problems, and abuse of funds.**

All substantiated cases of fraud, waste, or abuse of government funds will be forwarded to the United States Department of Housing and Urban Development (HUD), Office of Inspector General (OIG) Fraud Hotline (phone: 1-800-347-3735 or email: hotline@hudoig.gov) and **Florida Commerce's** HUD Community Planning and Development (CPD) Representative.

Fraud, Waste, and Abuse Prevention Measures

The City's governing body is responsible for ensuring that the City's CDBG programs comply with all federal and state regulations as well as recommending improvements that

enhance programmatic efficiency, effectiveness, and documented results. Below are the main critical responsibilities for preventative measures:

- Ensure ongoing compliance with federal, state, and local regulations through review of the policies and procedures, project and beneficiary eligibility and award determinations, and program activity files.
- Conduct regular internal self-monitoring of the City's CDBG programs **that are correlated to CDBG grant activities** and report results to City Manager. **The City will review risk level of all grant programs to determine frequency of monitoring, as stated in 83 FR 28. Dependent upon risk level of grant programs, monitoring frequency and what is reviewed will vary, as stated in 83 FR 28. The City will monitor internal financial management or programmatic oversight related to grantee activities and monitoring, as stated in 83 FR 28. These procedures are referenced in the Federal Register Volume 83, No. 28: (6) Procedures to detect and prevent fraud, waste and abuse. A grantee has adequate procedures to detect and prevent fraud, waste, and abuse if it submits procedures that indicate how the grantee will verify the accuracy of information provided by applicants; if it provides a monitoring policy indicating how and why monitoring is conducted, the frequency of monitoring, and which items are monitored; if it demonstrates that it has an internal auditor that provides both programmatic and financial oversight of grantee activities; and includes a document signed by the internal auditor that describes his or her role in detecting fraud, waste, and abuse. This will be the standard that the City will follow.**
- Identify and assist with investigations of potential fraud, referring cases to **Florida Commerce's** CDBG team and **Florida Commerce's** OIG as appropriate.
- Oversee and coordinate all reporting for **Florida Commerce's** CDBG programs, including state and federal reporting requirements, data analysis, and providing data for **Florida Commerce** leadership.
- Provide technical assistance to program areas regarding compliance issues and questions, as well as monitoring findings.

Confidentiality

Complainants reporting fraud, waste and misuse of federal resources, or other program irregularities may remain anonymous. All information received about suspected fraud, waste and abuse will be treated confidentially. Furthermore, all investigative materials developed and interviews conducted to substantiate the allegations of fraud, waste or abuse will be treated confidentially.

Information will only be disclosed on a need-to-know basis to appropriate law enforcement authorities. No information about the status of an investigation will be shared outside of the City's CDBG Program Manager, **Florida Commerce's** Constituent Services Manager, **Florida Commerce's** Policy Manager, **Florida Commerce's** Compliance and Reporting

Manager, and **Florida Commerce**'s CDBG Program Director and authorized **Florida Commerce** staff members, except with the State or HUD OIG upon conclusion of the investigation or with law enforcement or legal counsel, in the event legal action should be needed.

Whistle-blower's Act of 1986

The City understands that confidentiality is important to avoid retaliation against reporting individuals. Florida's Whistle-blower's Act prevents agencies or independent contractors from taking retaliatory action against an employee who reports to a person or agency designated by the statute (see next paragraph below) violations of law on the part of a public employer or independent contractor [as defined in Section 112.3187(3)(d), Florida Statutes], that create a substantial and specific danger to the public's health, safety or welfare. It also prevents agencies or independent contractors from taking retaliatory action against any person who discloses information to an appropriate agency alleging improper use of governmental office, gross waste of funds, or any other abuse or neglect of duty on the part of an agency, public officer, or employee.

Violations of this act should be reported in accordance with Section 112.3187, Florida Statutes. Any employee who has a complaint should immediately contact the **Florida Commerce** Department head, **Florida Commerce** Office of the Inspector General, the Governor's Office of the Chief Inspector General, the Florida Commission on Human Relations, or the state's whistle-blower's hotline at (800) 543-5353. [Section 112.3187, Florida Statutes]

Cooperation with Official Department Investigations

The City's employees are required to maintain high standards of honesty, integrity, and impartiality and to place the interests of the public ahead of personal interests. When allegations of violations of these standards are received, full and accurate information must be obtained so management may respond appropriately. Toward this end, employees of the City must cooperate with **Florida Commerce** program staff and the duly appointed investigators from **Florida Commerce**'s Office of Inspector General to uncover the facts surrounding possible violations in an official investigation.

Failure to comply as specified above without a valid mitigating reason, such as exercising a right protected by federal or state law, will constitute a violation of this policy and subject the City to appropriate disciplinary action up to and including dismissal of employees of the City.

Anti-Fraud, Waste, and Abuse (AFWA) Policies and Review Checklist

Subrecipient: Cocoa Beach		Grant Agreement No.: IR052	
1 st Reviewer: Robert Compton		2 nd Reviewer: Kevin Roddy	
Date Review Complete: 7/5/24		Date Review Complete: 7/9/2024	
Policies and Procedures Approved?	☐ Yes ☐ No	Date of Approval:	
DEO has outlined AFWA policies in their OLTR AFWA Manual and can be found here. The sub-recipient's policy is intended to establish procedures and processes that will aid in the detection and prevention of fraud, waste, and abuse. in the CDBG-DR and CDBG-MIT programs. The grant manager is responsible for reviewing and approving subrecipient policy.			
Desk Review			
Descriptions	Reference	Answer	Location
Does the policy include an AFWA Complaint process? Comments:	OLTR AFWA Manual	☒ Yes ☐ No	Pg 4
Does the sub-recipient provide an email address where any suspected cases of fraud or waste can be reported anonymously? Does policy explicitly address confidentiality processes? "All information received, all investigative materials developed, and interviews conducted to substantiate the allegations of about suspected fraud, waste and abuse will be treated confidentially." Comments:	OLTR AFWA Manual	☒ Yes ☐ No ☒ Yes ☐ No	Pg 4 Pg 5
Does the policy describe that a timely response will be provided within 15-working days of the receipt of a complaint? Comments:	84 FR 169	☒ Yes ☐ No	Pg 4
Does the policy address the conduct of regular internal and oversight monitoring and results reported to DEO? Comments:	OLTR AFWA Manual	☒ Yes ☐ No	Pg 5
Does the policy address monitoring for any duplication of benefits, anomalies, suspected fraud related to performance problems, and abuse of funds? Comments:	83 FR 28	☒ Yes ☐ No	Pg 4
Does the policy address review risk level of all grant activities indicating how and why monitoring is conducted, the frequency of monitoring, and which items are monitored? Comments:	83 FR 28	☒ Yes ☐ No	Pg 4-5
Does the policy address both programmatic and financial oversight of grant activities? Comments:	83 FR 28	☒ Yes ☐ No	Pg 5

CITY OF COCOA BEACH



COMMUNITY DEVELOPMENT BLOCK GRANT FINANCIAL MANAGEMENT PROCEDURES

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Financial Management Policy and Procedures

Introduction

The City of Cocoa Beach (the City) will manage all financial aspects of the CDBG by ensuring that its financial systems and staff are structured in a manner that ensures optimal accountability and adheres to federal and state accounting requirements. All CDBG awards will be included in the City's budget. A staffing system will be structured that ensures, to the extent possible, segregation of duties in the financial processes.

In instances where non-CDBG funding will be used with CDBG funding, the funding sources and uses will be clearly represented as separate funding streams and expenses in the City's accounting systems. The City's accounting system or subset of the same will be structured in a manner that reports budget to actual expenditures, detailed check/expenditure registers, and cash balance reporting and expenditures by request for funds.

Responsible Party and Responsibilities

The City acknowledges that it is solely responsible for the financial management and control of CDBG funds it receives. This document is the City's accounting procedures that will be followed to comply with state and federal requirements for financial management. The City will maintain a financial management system that provides the following:

- Effective control over and accountability for all funds, property, and other assets
- Accurate, complete, and timely disclosure of the status and financial results in accordance with specified requirements
- Records that adequately identify (by activity) the source and use of funds for each CDBG-supported project, including "reasonableness, allowability, and allocability" of costs
- Procedures to comply with the timely distribution of funds
- That CDBG-MIT funding is being utilized in accordance to the approved scope of work

The City's CDBG financial accountability is the responsibility of the finance department. The City's finance department is responsible for reviewing and approving all transactions involving CDBG funds before the transactions are processed for payment. The finance department responsibilities include the following:

- Approval of purchase orders (where applicable) to be paid with CDBG funds
- Receipt and approval of invoices (responsibility of the program department)
- Assurance that transactions involving CDBG funds are properly coded
- Assurance that timely distribution of funds are met involving CDBG funds
- Review of and approval of requisitions for payments involving CDBG funds

The finance officer is responsible for maintaining official CDBG financial records and for posting account transactions. Official records will be maintained in either an automated or a manual format. The finance officer's responsibilities also include the following:

- Control of accounting documents once they are approved for processing by the program department
- Preparation of financial reports (based on accounting records)
- Preparation of Requests for Funds (prepared in conjunction with the program department)
- Entry of transactions into the accounting system
- Assisting the City's auditor in preparing an annual financial audit

The City will be familiar with and adhere to the applicable Federal requirements to financial management found in 2 CFR 200; and will review this regulation for more detailed and additional information when financial management questions arise, including special circumstances.

Monitoring

The City will be prepared and have the necessary documentation available for FLORIDA COMMERCE monitoring of its financial system and financial transactions and understands that FLORIDA COMMERCE staff will utilize the following (or similar) testing tools, which are based on HUD's monitoring checklists:

- the Financial Management I Monitoring Checklist: System Review Checklist is typically utilized for the first pre-award and the initial onsite monitoring of financial management to review the City's:
 - internal controls,
 - separation of duties,
 - the accounting system used by the City, and
 - the procedures for determining allowable costs and housing escrow accounts.
- Financial Management II Monitoring Checklist: Transaction Testing Checklist is typically utilized at the second onsite monitoring visit to review the City's:
 - accounting records and checks a sampling of invoices,
 - contracts,
 - distributions, and bank statements to ensure that the local government is complying with federal regulations and state laws.

These checklists are located on the FLORIDA COMMERCE website. The City will respond in a timely manner to any potential FLORIDA COMMERCE financial monitoring findings or concerns. **The City will adhere that source documents will provide all details of the transaction to be paid with CDBG-MIT funds and that the sub-recipient understands that it is their responsibility to document how CDBG-MIT funding is being utilized in accordance to their approved scope of work. These documents must be in original form, not photocopy.**

Internal Controls

Internal controls consist of policies and procedures, job responsibilities, qualified personnel, and records management that are designed to safeguard assets such as cash, property, and other assets. The City will establish a system of internal controls that meets the following minimum requirements:

- A single individual will not be allowed to exercise complete control over all phases of any significant transaction. This means, for example, that the same person cannot purchase materials, receive materials, authorize payment for the materials, and write the check to pay for materials.
- Record keeping will be kept separate from operations and handling and custody of assets.
- Monthly reconciliation and verification of cash balances with bank statements will be made by employees who do not handle or record cash or sign checks.
- Actual lines of responsibility will be clearly established, and a single person identified to assume responsibility for management oversight of the entire financial management system.
- The person who prepares payroll will not handle related paychecks. If signature stamps are used, they will not be under the control of the same individual who retains blank checks.

The City's system of internal controls will outline specific program and financial management responsibilities and will enable the City to maintain the necessary records needed for compliance with Florida law and federal requirements. Where possible, the City's accounting policies and procedures will mirror the requirements of the Florida Office of the Auditor General.

Financial System

The City will ensure that all source documentation for each transaction is adequately maintained and provided upon request with all details deemed necessary by FLORIDA COMMERCE, the U.S. Department of Housing and Urban Development (HUD), Florida's Chief Financial Officer, and Auditor General. **The City will ensure that the financial system will provide accurate, current, and complete disclosure of the financial status of the CDBG-MIT project by eligible program activity.** The information contained in source documents is necessary for accounting purposes and will be recorded in one of the books of original entry before being filed. **The financial system will compile and justify data required in reports submitted to COM.** The City acknowledges that a variety of source documents and records are needed to properly account for CDBG transactions.

Supporting documentation will demonstrate that costs charged against CDBG funds:

- were incurred during the effective period of the City's agreement with the state,
- were actually paid out (or properly accrued),
- were expended on allowable items, and
- had been approved by the responsible staff and official(s) for the City.

These documents include the following:

- **Purchase Orders** (if utilized) will be prepared in the same format as other purchase orders except that appropriate CDBG program classification data will be coded on the document. Purchase orders, when utilized, will be approved by the City's Chief Financial Officer and the City Manager. After approval, one copy will be retained by the program department to verify receipt of goods, and the original will be retained by the finance officer.
- **Contracts** will be filed in the CDBG City's City Clerk. Each contract will identify the activity, program, or project to be charged. If multiple contracts are issued for each project or if non-contractual charges are recorded against a project, a separate record will be maintained for each contract to provide readily available information on contract balances. The City will ensure there is a separate obligation for each contract relating to the same activity to prevent overpayment of any contract. In addition, a Cash Control Register **and Addendum record of direct deposit payments** will be maintained to provide summary information for all CDBG contracts.
- **Vendor Invoices** to be paid with CDBG funds will first be referred to the program office, compared to the purchase order, checked for appropriateness and accuracy, approved, and coded, as necessary. Approved vendor invoices and appropriate supporting documents will then be forwarded to the finance officer for processing, entry into the financial system and payment. **Additionally, monthly bank statements with canceled checks will also be filed in financial system.**
- **Weekly Time-distribution Sheets** for all employees paid from CDBG funds. Employees will complete time sheets that indicate the number of hours worked on CDBG projects, other grant projects, local government activities, and job duties. Time sheets will then be referred to the finance department so that charges to the correct programs and projects can be computed and properly charged. The City understands that payroll expenses can only be paid from CDBG funds based on time and attendance records.
- **CDBG Financial Files** that demonstrate the program's financial soundness and regulatory compliance. The City will maintain an orderly record of CDBG transactions that will withstand the scrutiny of FLORIDA COMMERCE monitoring and an audit. The City's financial files will be maintained in logical system. Two broad categories of files will be utilized: process files and permanent files (see below).
- **Space and Utilities:** Costs for space will be supported by documentation such as rental or lease agreements. Utility costs will be supported by bills from utility companies. Both types of expenses will be supported by canceled checks. If the cost of space or utilities is split between the CDBG program and other sources, a reasonable method will be in place to allocate the charges fairly among the sources.
- **Supplies:** Documentation for expenditures for supplies will include:
 1. purchase orders or requisition forms initiated by an authorized representative of the City,
 2. invoices from vendors that have been signed off by the City to indicate goods were received,

3. canceled checks from vendors demonstrating payment was made,
4. information regarding where supplies are being stored, and
5. for what cost objective(s) the supplies are being used.

Process Files

Process files are working files that are used until source documents are processed and posted. They include the following:

- **Open Purchase Order File:** All purchase orders that have been issued but not yet filled by vendors will be filed sequentially by purchase-order number. When goods are delivered, all invoices received, and all appropriate approvals obtained, the purchase order will be removed and filed with related invoices and the receiving report in the pending payments file. This file contains encumbrances against the project budget.
- **Pending Payments File:** All source documents that will generate a cash disbursement will be stored in the pending payments file and will be maintained by due date. If a discount is offered for early payment, every effort will be made to make the payment early. A schedule of bills payable from approved invoices and the account to be charged will also be kept in this file.
- **Pending Receipt File:** This file will contain copies of outstanding bills and requests for funds submitted to the CDBG program that have not yet been recorded in the Cash Receipts Journal or posted to the CDBG Cash Control Register. Documentation will also include each completed request for funds package submitted to FLORIDA COMMERCE through SERA.
- **Personnel Payroll File:** This file will contain a record for each employee who works on CDBG activities and includes the rate at which the employee's salary can be charged to the CDBG program. Time sheets showing the amount of time each employee spends on CDBG activities will be kept on file. This file will be maintained in addition to the local government's official personnel records.

Permanent Files

The City will maintain these files for all source documents and other records once they have been processed and posted to books of original entry. Documents removed from process files will be placed in the permanent files after all processing is complete (i.e., placing bank verifications or CDBG contract payment transactions in a CDBG Receipt File).

Purchase requisitions, purchase orders, and related invoices are filed together; contracts, related invoices, payment vouchers, and check copies are filed together; and grant fund receipt documentation is filed together. Permanent files contain the documents necessary for undertaking an audit of the program. For ease of FLORIDA COMMERCE financial monitoring, complete request for funds packages will be included in a permanent request for funds (RFF) file. **The process of review and approval of purchase requisitions will monitor obligations and expenditures against their approved budgets for CDBG-MIT Grant funded activities.**

CDBG Accounting Records

CDBG records are used to accumulate CDBG accounting information for financial reporting. The City will utilize and maintain the following required CDBG accounting records listed below.

- **Cash-receipts Journal:** All receipts of cash that are deposited into the CDBG account(s) will be recorded in the cash-receipts journal. Receipts may include contract payments to the City from the CDBG program, receipts from the disposition of land, program income, and any other CDBG related cash received. The general procedure for using this journal will be to record every CDBG receipt by date in the order that it was received and indicate the source of the funds received, account or activity line item to be credited, receipt number, and date. A notation regarding final disposition for all funds received will also be included in the journal.
- **Cash-disbursements Journal:** The City will enter all expenditures for CDBG program costs into the cash-disbursements journal. Disbursement entries will include the names of the vendors, dates paid, purchase order numbers paid against, check numbers, and references to the CDBG program activities the disbursements address. **Additionally, the review and approval process of these disbursements will monitor obligations and expenditures against their approved budgets for CDBG-MIT Grant funded activities.**
- **Journal Voucher:** The City utilizes a journal voucher within the accounting system to properly record and justify amounts that are adjustments to the general ledger system.
- **Property Register:** The City will maintain a listing of all property acquired in part or entirely using CDBG funds. This list will be maintained to comply with state and federal standards relating to acquisition, control, and disposition of real and personal property. Examples of property that would be recorded in the register include both real property and office equipment. **The City will maintain equipment inventory tracking logs/sheets for all CDBG funded equipment.**
- **Detailed Activity Ledger:** To maintain accounting control, the City will establish and utilize a detailed activity ledger that records all financial transactions, including receipts and expenditures, under a CDBG agreement. In instances when the City has several ongoing projects the City will maintain a separate project activity ledger, each relating to a particular project in this ledger. The project activity ledgers will combine to create the overall detailed activity ledger. **The City tracks costs daily as financial transactions occur and are posted to the activity ledger. This detailed activity ledger tracks expenditure costs by posting any and all invoices associated with each request for payment. Additionally, this tracks revenue sources for these invoices by grant funds or matching funds/other.**
- **Cash Control Register**
In addition to the above control procedures, CDBG financial reporting and control, the City will utilize a CDBG Cash Control Register. **The City will also utilize a check register.** This register will be used to document and control the following:
 - State of Florida funds received

- Requests for Funds (drawdowns on grant reservation)
- Balance of CDBG cash on hand
- Balance of CDBG grant funds (budget balances) available by line item
- Collections, refunds, and miscellaneous receipts
- Disbursements

This register is critical because it summarizes the status of CDBG cash on hand and line-item budget balances. The City will review the Cash Control Register on a regular basis to endure ongoing compliance with CDBG rules and regulations relating to cash on hand. The register will also serve as a cross-reference to the journal accounts such as cash receipts and disbursements and the detailed project ledger.

Accounting for Cash Receipts

Cash receipts for the CDBG program come primarily from the state as contract payments based on Requests for Funds. The City will log all CDBG project related cash receipts from all sources including FLORIDA COMMERCE and other sources in a Cash Receipts Journal, a CDBG Cash Control Register, and a detailed Project Ledger.

Accounting for Cash Disbursements

The City will establish specific days on which it will disburse CDBG funds. The frequency of these payment dates will depend on transaction volumes. To allow time for orderly processing and requisitioning of CDBG contract funds, cut-off dates for receipt of invoices to be paid in the next pay date will be established. The City will take measures to ensure that all cash disbursements are supported by source documentation, that fully explains and documents the reason for the disbursement. Examples of source documentation include invoices, time sheets, and payroll vouchers.

Contractor payments will be made only after determining that the contractor is performing in accordance with contract provisions and time schedules, that deliverables have been completed, and that any problems identified by the City during compliance monitoring or inspections have been corrected. that fully explain and document the reason for the disbursement will record all cash disbursements in the CDBG Cash Disbursements Journal, the CDBG Cash Control Register, and CDBG Detailed Activity Ledger.

For infrastructure, public facility and some multifamily construction project, disbursements, the contractor will be required to provide weekly signed certified payrolls to ensure compliance with Labor Standards (Davis-Bacon, Copeland Act, and CWHSSA). The City's staff or consultant will review the certified payroll for compliance prior to any payments being made to the contractor. Also, prior to payments being made to the contractor, the City's program staff / engineer will conduct an onsite review of the work accomplished to date, compare the accomplishments to the work reported in the contractor's invoice and will sign off on any pay requests, certifying that the work reported by the contractor has been completed.

Prior to the final payment being made to the contractor, the City's program staff /engineer must inspect the work site(s) and provide a Certification of Completion, and the City or its consultant will confirm that all required documentation and reports from the contractor have been received and are complete and in good order.

Allowable Costs

The standards for determining reasonableness, allowability, and allocability of costs incurred as part of CDBG-DR -financed activities are found in 2 CFR 200.403. According to general guidelines contained in 2 CFR 200.403, a cost is allowable under the CDBG program as follows:

- The expenditure is necessary, reasonable, and directly related to the grant.
- The cost conforms with any limitations or exclusions established in 24 CFR 200 Subpart E (Cost Principles) or the CDBG award.
- The expenditure is consistent with policies and procedures that apply uniformly to both federally funded and other activities of the state or the City.
- The cost is accorded equal treatment. For example, a direct cost cannot be assigned if in other similar circumstances the cost was allocated as an indirect cost.
- The cost is in accordance with generally accepted accounting principles, except for states, local governments, and tribes only, as otherwise provided for in 2 CFR 200.416 and 2 CFR 200.417 (Cost Allocation Plans and Indirect Cost Proposals), and 2 CFR 200.417 (Interagency Service).
- The cost is not used to meet cost-sharing or matching requirements of any federally funded program. See 2 CFR 200.306(b) regarding cost sharing and matching.
- Costs must be adequately documented. See 2 CFR 200.300 through 2 CFR 200.309 for more information.

The City will ensure that all costs under the CDBG program are allowable as outlined in 24 CFR 570 and the HUD's State Community Development Block Grant Program: Guide to National Objectives and Eligible Activities, December 2014.

Necessary Costs

Costs must be necessary expenditures of Federal funding in order to meet program objectives. Unnecessary costs are those that are not required to achieve the objectives of the CDBG agreement or not related to the CDBG program being administered.

Reasonable Costs

Reasonable costs are described in 2 CFR 200.404: "A cost is reasonable if, in its nature and amount, it does not exceed that which would be incurred by a prudent person under the circumstances prevailing at the time the decision was made to incur the cost."

In determining reasonableness of a given cost, consideration must be given to the following:

- Whether the cost is of a type generally recognized as ordinary and necessary for the operation of the non-federal entity or the proper and efficient performance of the federal award
- Restraints or requirements imposed by such factors as sound business practices; arm's-length bargaining; federal, state, local, tribal, and other laws and regulations; and terms and conditions of the federal award
- Market prices for comparable goods or services for the geographic area
- Whether individuals concerned acted with prudence in the circumstances considering their responsibilities to the non-federal entity, its employees, its students or membership (where applicable), the public at large, and the federal government
- Whether the non-federal entity significantly deviates from its established practices and policies regarding incurrence of costs, which may unjustifiably increase the federal award's cost.

The City will ensure that all costs under the CDBG program are reasonable.

Allocable Costs

Allocable costs are described in 2 CFR 200.405: "A cost is allocable to a particular Federal award or other cost objective if the goods or services involved are chargeable or assignable to that Federal award or cost objective in accordance with relative benefits received." This standard is met if the cost:

- Is incurred specifically for the federal award;
- Benefits both the federal award and other work of the non-federal entity and can be distributed in proportions that may be approximated using reasonable methods; and
- Is necessary to the overall operation of the non-federal entity and is assignable in part to the federal award in accordance with the principles in this subpart (2 CFR 200, Subpart E, Cost Principles).

The City will ensure that all costs under the CDBG program are allocable.

Program Income

Program income is the gross income received by a state, a unit of general local government (ULGL), or a subrecipient of a UGLG that was generated from the use of CDBG funds that exceeds \$35,000 received in a single year (24 CFR 570.489(e)2).

Examples of program income include the following:

- Proceeds from the sale or long-term lease of real property purchased or improved with CDBG funds
- Proceeds from disposition of equipment purchased with CDBG funds
- Gross income from use or rental of property acquired by the City or its subrecipient with CDBG funds, less the costs incidental to the generation of such income
- Gross income from use or rental of property owned by the City or other entity that was constructed or improved with CDBG funds, less any costs incidental to the generation of such income

- Payments of principal and interest on loans made using CDBG funds
- Proceeds from the sale of loans made with CDBG funds
- Proceeds from the sale of obligations secured by loans made with CDBG funds
- Interest earned on program income, pending the disposition of such program income
- Funds collected through special assessments made against nonresidential properties owned and occupied by households not of low and moderate income, where such assessments are used to recover all or part of the CDBG portion of a public improvement

Program income received by a unit of local government must be recorded in its financial records system and must be recorded in the same activity line item as generated the program income. Program income must be spent first on subsequent expenditures.

The City will report any program income generated from CDBG projects in the Quarterly Status Report. The City will return any program income generated after the closeout of the CDBG agreement to FLORIDA COMMERCE. The City also understands that any program income generated prior to closeout must be returned to FLORIDA COMMERCE, unless the program income can be used for additional units of CDBG activities that are specified in a modification to the agreement executed prior to the closeout. It is also understood that program income included in the project by modification to the agreement must be used in accordance with 2 C.F.R. part 200, 24 C.F.R. part 570.504 and the terms of the CDBG agreement.

Annual Audits

The City will maintain detailed and organized financial records and will be prepared to provide the same to its auditor for annual audits. For years that the City expends \$750,000 or more in federal funds, it will submit a Single Act or Program Specific Audit to FLORIDA COMMERCE and the Florida Auditor General no later than June 30. For years that the City expends less than \$750,000 in federal funds, it will submit a FLORIDA COMMERCE Audit Certification Memo to FLORIDA COMMERCE no later than June 30. Additionally, the City will submit an Audit Compliance Certification (an attachment to the CDBG agreement) no later than sixty calendar days following the end of its fiscal year. The City will respond in a timely manner to any potential audit findings or issues and to any potential FLORIDA COMMERCE Audit Management Letters.

Common Deficiencies

The City is aware that the issues listed below are the most common record-keeping deficiencies encountered during program monitoring and audits.

- Inadequate financial records
- Inadequate source documentation
- Inadequate procedures for verification of cost allowability
- Inadequate procedures for certifying operating agencies' financial systems

- Delays between drawdown and expenditure of funds
- Inadequate process to prevent overpayment of an activity budget line item
- Inadequate accounting of program income
- Inadequate or untimely financial reports

The City will take the necessary measures to be prepared and avoid these inadequacies. The City will ensure that all audit findings are responded to in a timely manner within the audit cycle. When it comes to personally identifiable information (PII) the City will meet reasonable measures to safeguard this information that is applicable with Federal, State, and Local laws regarding privacy and obligations of confidentiality.

CDBG Payments

Prior to transmission of contract funds, the City will complete and submit to the CDBG program a Subrecipient Enterprise Resource Application (SERA) system Access Authorization Form. The City understands that this form is used to inform FLORIDA COMMERCE of the names of persons permitted to sign Requests for Funds. Requests for Funds forms will be signed by one or more of the City's authorized individuals identified on the form. The Signature Authorization will identify the financial institution, its mailing address, telephone number, and the account number to which CDBG funds will be transmitted.

The City understands there can be no erasures or corrections on the SERA Access Authorization Form. The City will submit three copies, each having original signatures, to FLORIDA COMMERCE. In instances when it is necessary to change or update information on the Signature Authorization Form, the City will follow the same instructions.

The City will ensure that there is no comingling of funds by placing CDBG funds in a separate bank account or by demonstrating that its accounting system has sufficient capacity and internal controls to separately track the receipts and expenditures of the CDBG grant. For CDBG projects that are funded through an advance process, the City will ensure that these CDBG funds will be maintained in a separate non-interest-bearing account. Any interest paid on the account will be remitted to FLORIDA COMMERCE for return to the U.S. Treasury.

The City will submit requests for funds through the FLORIDA COMMERCE SERA system. To ensure the timely expenditure of CDBG funds the City will submit requests for funds on a regular basis and in accordance with the CDBG agreement's Scope of Work, Project Detail Budget and Activity Work Plans. These request for funds will include a signed invoice from the City as well as all contractor invoices, cancelled checks and other documentation required by FLORIDA COMMERCE that supports the expenditures reflected in the City's invoice. Once the City has received the reimbursement of grant funds, they will be properly recorder in the financial system that is specific to CDBG funds.

The City will not expend or obligate more than \$5,000 for administration, prior to receiving a Release of Funds from the CDBG program. The release will clearly state that environmental conditions have been removed and funds have been released for expenditure. Furthermore, the City will not draw funds for any activity that has been conditioned in the contract agreement until a Removal of Special Conditions is granted by FLORIDA COMMERCE. The City will review its contract award agreement for special conditions prior to obligating or requesting funds.

Record Keeping

In the simplest terms, CDBG financial transactions involve receiving cash (such as contract funds from FLORIDA COMMERCE's CDBG program or program income) and spending cash for eligible activities. Every CDBG financial transaction will be recorded in the accounting records as soon as possible. The City will ensure timely and accurate recording of financial transactions utilizing the appropriate source documents, files, and accounting records. The City will maintain records a minimum of 6 years from the date of the receipt of the final audit for the year in which the grant was closed out (2 CFR 200.333). The City understands that this period for records retention will be extended if any litigation, claim, negotiation, audit or other action involving the records has been started prior to the expiration of the controlling period. The City will provide access to these records and audits to FLORIDA COMMERCE, Florida's CFO, and the Auditor General upon request for a period of six (6) years following the final audit, unless extended by FLORIDA COMMERCE. The City additionally understands that such extensions will be in place until the completion of any associated actions and resolution of all associated issues have been determined.

Financial Management/Administrative Policies & Procedures Review Checklist

Subrecipient: Cocoa Beach		Grant Agreement No.: IR052	
1 st Reviewer: Robert Compton		2 nd Reviewer: Kevin Roddy	
Date Review Complete: 7/5/2024		Date Review Complete: 7/8/2024	
Policies and Procedures Approved?	☐ Yes ☐ No	Date of Approval:	
<i>The Financial Management System used by the sub-recipient must satisfy all the unique requirements of HUD's CDBG-MIT Grant Program. In particular, the standards governing the sub-recipient's financial management system outlined in 2 CFR §§ 200.300-200.309, §§ 200.328-200.329, and 24 CFR Part 570. Financial management and control of CDBG-MIT funds is the responsibility of the sub-recipient that accepts the funds.</i>			
Desk Review			
Review the sub-recipient's Financial Management (FM) and Administrative policies and procedures manual to ensure that all items throughout this checklist are addressed in those policies. If any items should be missing, please note and make recommendations to assist the sub-recipient in how to include this information in their FM and Administrative policies and procedures. All Financial Management information presented in the below Financial Management Policies & Procedures Review Checklist are available in the <u>OLTR Mitigation Policy Manual (9/2021 v.3.0)</u>			
Accounting Systems, Records and Procedures			
Descriptions	Answer	Location	
Does the sub-recipient's accounting system provide accurate, current, and complete disclosure of the financial status of the CDBG-MIT project by eligible program activity? Comments: No mention of activities	☐ Yes ☒ No	Pg 5	
Does the sub-recipient's accounting system compile and justify data required in reports submitted to COM? Comments: No mention	☐ Yes ☒ No	Pg 5	
Does the sub-recipient's accounting system have records that identify adequately the source and disposition of funds for project activities? <i>Sub-Recipients must be able to trace every CDBG-MIT dollar received and prove where it went and for what it was used – an audit trail must be established.</i> Comments:	☒ Yes ☐ No	Pg 6	
Do the sub-recipient's FM policies require that all accounting records must be supported by source documentation? Comments:	☒ Yes ☐ No	Pg 6	

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Do the sub-recipient's policies provide for accounting records that are supported by source documentation verifying the "reasonableness, allowability, and allocability" of costs? Comments:	☒ Yes ☐ No	Pg 4
Do the sub-recipient's FM policies state that the sub-recipient will compare actual expenditures with budgeted amounts? Comments:	☒ Yes ☐ No	Pg 4
Do the sub-recipient's policies provide procedures to minimize the amount of time elapsed between the receipt of funding award from COM and expenditure by the sub-recipient? Comments:	☒ Yes ☐ No	Pg 14
Internal Controls		
Do the sub-recipient's policies provide effective control over and accountability for CDBG-MIT Grant award funds, property, and other assets, including proper segregation of duties designed to eliminate fraud and abuse? Comments:	☒ Yes ☐ No	Pg 4
Does the sub-recipient use a fiscal organization and management system that ensures proper and efficient administration of the grant? These basic principles should be included: a) Procedures should be formalized so they can be applied consistently. b) Procedures should be designed to ensure internal control of funds. c) Financial transactions should be documented to create an audit trail. Comments:	☒ Yes ☐ No	Pg 4
Do the sub-recipient's FM Policies establish and maintain written procedures for internal controls and guidance documentation for responsible financial management of CDBG-MIT funds? Comments:	☒ Yes ☐ No	Pg 6
Does the sub-recipient establish internal controls which provide for adequate separation of duties so that no one individual has authority over all fiscal functions? <i>If separation of duties is not possible due to staff limitations, management should assume an oversight role for the overall functions to be performed.</i> <i>Please review and answer the related 3 follow up sections below: (regarding segregation of duties)</i> Comments:	☒ Yes ☐ No	Pg 6
1) Do the sub-recipient's FM Policies establish a clear separation of duties and assign authorities and responsibilities to separate individuals? No person should have complete control over every phase of a financial transaction. For example, the person who authorizes payments to contractors should not draft and issue the payment check and the person who writes a payment check should not reconcile associated bank records. Comments:	☒ Yes ☐ No	Pg 6
2) Where feasible, monthly bank reconciliation and/or direct deposit monthly statements should be reviewed by someone who is not responsible for handling cash or issuing checks. Comments:	☒ Yes ☐ No	Pg 6

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3) The person issuing checks for grant expenses should not also handle payroll preparation/issuance of paychecks. Comments:	☒ Yes ☐ No	Pg 6
Does the sub-recipient have written procedures for taking prompt action when an instance of noncompliance is identified internally or through audit findings? Comments:	☒ Yes ☐ No	Pg 13
Do the sub-recipient's FM Policies include reasonable measures to safeguard protected personally identifiable information (PII) and other information that HUD or COM designates as sensitive or that the local government considers sensitive consistent with applicable Federal, State, and local laws regarding privacy and obligations of confidentiality? Comments:	☒ Yes ☐ No	Pg 14
Does the sub-recipient have FM policies and procedures governing their expenditures of CDBG-MIT funding, including procedures to ensure the timely expenditure of funds, subject to the Period of Performance within their Sub-Recipient Grant Agreement? Comments:	☒ Yes ☐ No	Pg 14
Budgetary Controls		
Does the sub-recipient have procedures in place to monitor obligations and expenditures against their approved budget(s) for CDBG-MIT Grant funded activities? Comments:	☒ Yes ☐ No	Pg 5
Does the sub-recipient have an accounting system which contains the following? Comments:		
➤ Distinct accounting information for separate eligible activities and Federal grants.	☒ Yes ☐ No	Pg 5
➤ Accurate records of encumbrances/obligations against these distinct line items when vendor/contractor contracts or purchase orders are issued.	☒ Yes ☐ No	Pg 5
➤ Accurate records on grant awards, unobligated balances, assets, liabilities, expenditures, program income, and applicable interest.	☒ Yes ☐ No	Pg 5
Do the sub-recipient's FM policies state that all requests must be supported by source documentation including vendor/contractor contracts, invoices, and purchase orders? Comments:	☒ Yes ☐ No	Pg 6
Is the sub-recipient's financial management system, including records documenting compliance with Federal statutes, regulations, and the terms and conditions of the Federal award, sufficient enough to permit the preparation of report required to demonstrate compliance with general and program-specific terms and conditions? Comments:	☒ Yes ☐ No	Pg 9
Does the sub-recipient have an accounting system or process that provides for clear, real-time tracking of costs? They can do that by ensuring their financial records include: Comments:	☒ Yes ☐ No	Pg 9

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➤ Requirements of a transaction registry and source documentation for payments. (see below)	☒ Yes ☐ No	Pg 9
○ Transaction registry documenting: - All invoices associated with each Request for Payment; and - Source of funds for each invoice (grant funds by activity, matching funds, and/or other funds).	☒ Yes ☐ No	Pg 9
○ Source documentation which include the following: - All original source documents; - Copies of Requests for Payment, Addendum record of direct deposit payments; - Verification of deposits, Monthly bank statements with canceled checks; - Check register/transaction ledger; - Employee time sheets, Equipment time record sheets; - Property/Equipment Inventory Tracking Log; - Purchase orders, invoices, and contractor requests for payments; and - Electronic Transfer Form (EFT).	☒ Yes ☐ No	Pg 9
Accounting Documentation		
Does the sub-recipient policy describe separate accounting records which must be maintained for each CDBG-MIT Grant project so that revenues and expenditures can be readily identified? Federal regulation 2 CFR 85.20(b)(2) requires records and source documentation that identify the source and application of funds, including authorizations, obligations, unobligated balances, assets, expenditures, income, and interest. Comments:	☒ Yes ☐ No	Pg 14
Below are some <u>examples</u> of accounting documents (or their equivalent) that may be included in a <i>good financial system</i> , review the sub-recipient's documents to note if similar documents are used:		
➤ Cash Receipt Journal: This journal should record the receipt of all funds applied to the Sub-Recipient's CDBG-MIT Grant Program. It should include the date of receipt, the amount received, the source of funds, and the accounts into which funds were transferred, <i>if applicable</i> .	☒ Yes ☐ No	Pg 9
➤ Cash Disbursement Journal: This will record all checks or disbursements issued for payment of CDBG-MIT Grant Program/project costs, including date of payment, payee, check number, amount, and the account from which a disbursement was made.	☒ Yes ☐ No	Pg 9
➤ General Ledger: Summarizes the monthly receipts and disbursements for each activity included for the project.	☒ Yes ☐ No	Pg 9
➤ Journal Voucher: Records explanations and amounts of adjustments to general ledger accounts.	☒ Yes ☐ No	Pg 9
➤ Fixed Asset, Equipment, or Property Management Ledger: A listing of all fixed assets acquired with CDBG-MIT Grant funds.	☒ Yes ☐ No	Pg 9
➤ Sub-Recipient CDBG-MIT Cash Register: A record of requests for payment, checks received and balance of CDBG-MIT Grant award funds.	☒ Yes ☐ No	Pg 9

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➤ Detailed Activity Ledger: A record to maintain accounting control. A detailed activity ledger must be established for each project. All financial transactions relating to a particular project are recorded on this ledger.	☒ Yes ☐ No	Pg 9
Does the sub-recipient policy define what source documentation will be required for their accounting purposes? Some examples include: ➤ Purchase Orders ➤ Contract Agreements ➤ Invoices and Payment Requests ➤ Time Distribution Sheets Comments:	☒ Yes ☐ No	Pg 10
The sub-recipient's policy should explain that source documents will provide all details of the transaction to be paid with CDBG-MIT funds and that the sub-recipient understands that it is their responsibility to document how CDBG-MIT funding is being utilized in accordance to their approved scope of work. These documents must be in original form, not photocopy. Does this language appear in the sub-recipient's policy? Comments:	☐ Yes ☒ No	Pg 4

Quality Assurance/Quality Control (QA/QC) Plan Review Checklist

Subrecipient: Cocoa Beach		Grant Agreement No.:	
1 st Reviewer: Robert Compton		2 nd Reviewer: Kevin Roddy	
Date Review Complete: 7/2/2024		Date Review Complete: 7/8/2024	
Policies and Procedures Approved?	☐ Yes ☐ No	Date of Approval:	
DEO has outlined QA/QC procedures in their OLTR Mitigation Policy Manual (3/2022 v.5.1). QA/QC plan should outline a formal process to identify potential compliance issues and implement best practices for disaster recovery. This checklist will assist GM on insuring that the Subrecipient is complying with program monitoring requirements. The grant manager is responsible for reviewing and approving subrecipient plan.			
Desk Review			
Descriptions	Reference	Answer	Location
Does the sub-recipient's QA/QC plan establish and maintain written procedures for file reviews and overall improvements of processes and procedures? Comments:	OLTR Manual – Section 1.13.2	☒ Yes ☐ No	Page 1
Does the sub-recipient's QA/QC plan outline a formal process to identify potential compliance issues? Comments:	OLTR Manual – Section 1.13.2	☒ Yes ☐ No	Page 3
Does the sub-recipient have a process in place for reporting findings, exceptions, and concerns? Comments:	OLTR Manual – Section 1.13.2	☒ Yes ☐ No	Page 3, 6
Does the QA/QC plan address follow-up with identified compliance issues? Detailed follow-up with identified compliance issues, initiate corrective actions, and implement program controls, as necessary? Comments:	OLTR Manual – Section 1.13.2	☒ Yes ☐ No	Page 6
Does the sub-recipient's QA/QC plan address a record maintenance of all findings and reviews? Comments:	OLTR Manual – Section 1.13.2	☒ Yes ☐ No	Page 6
Does the sub-recipient establish procedures (forum, frequency, and detail of discussions) for QA/QC findings and who will attend? Comments: Subrecipient does provide any details, including schedule of reviews (frequency), where and who will be responsible for reviews, and responsible staff.	OLTR Manual – Section 1.13.2	☐ Yes ☒ No	Page 1
Does the QA/QC plan state that all systemic findings/exceptions will require the development of a Corrective Action Plan (CAP)? Comments:	OLTR Manual – Section 1.13.2	☒ Yes ☐ No	Page 3



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MITIGATION

CITY OF COCOA BEACH

COMMUNITY DEVELOPMENT BLOCK GRANT



QUALITY ASSURANCE/QUALITY CONTROL (QA/QC) PROCEDURES

QUALITY ASSURANCE/QUALITY CONTROL (QA/QC) PROCEDURES

The purpose of these Quality Assurance/Quality Control (QA/QC) procedures is to assure the City of Cocoa Beach's ("City") CDBG program quality, ensure the program meets performance measures, and to ensure compliance with rules, regulations, statutes, laws, best practices and requirements identified by the federal government, the State of Florida and those incorporated in the City's contractual agreement with the **Florida Commerce**.

This document is the general approach for compliance of the City's CDBG program, establishing monitoring practices and oversight of all program areas including:

- Self-Evaluation
- Eligible Activities and National Objective
- Duplication of Benefits
- Procurements
- Environmental Review
- Acquisition
- Financial Systems and Financial Management
- Monitoring
- Project Progress and Amendments
- Construction Related (Labor Standards Compliance/Engineer or Housing Specialist Inspection Services/Certification of Completion or Certificate of Completion or Occupancy [housing])
- Civil Rights (Fair Housing, EEO, MWBE, Section 504, and Section 3)
- Reporting
- Complaints
- Records Retention
- Public Records Requests

Self-Evaluation, Capacity and Monitoring Plan

The City will, upon receipt of notification of award OR receipt of an executed CDBG agreement, evaluate its capacity, staffing, grant management history, financial systems and fiscal history (i.e., any previous financial monitoring findings or concerns from previous grants and/or audit findings or compliance issues) and coupled with **Florida Commerce**'s Risk Assessment will put into place strategic adjustments that supplement the City's existing capacity. These adjustments may include such actions as purchasing updated accounting software, hiring additional staff or hiring consultants. In addition, to these adjustments, the City will adhere to and participate in monitoring in accordance with **Florida Commerce**'s monitoring plan.

The City will adhere to providing the forum, frequency, and detail of discussion for quality assurance/quality control findings and will take place on City property and the persons in attendance will consist of city staff. These will be scheduled quarterly. The Water Reclamation Director will handle all reviews issued by City staff and

details of discussion. For all quality assurance/quality control findings or exceptions that are systematic in nature will require the development of a Corrective Action Plan (CAP).

Eligible Activities and Meeting a National Objective

The City will take the appropriate steps to ensure that only eligible activities are addressed with CDBG funds and that projects paid for with these grant funds meet a National Objective. Activities approved through the project's application and contracting with FLORIDA COMMERCE are assumed to meet the tests for being eligible activities and for meeting a National Objective. Any changes in the activities, beneficiaries and scope of work will require reviews by City staff and FLORIDA COMMERCE to determine the eligibility of activities and whether or not a project continues to meet a National Object. Projects that provide direct benefit to residents, such as housing rehabilitation will require the beneficiaries to provide substantial documentation of household income to ensure they are low-to-moderate income, or in the case of work on a multi-unit housing project documentation confirming that at least 51% of the units are occupied by person from low-to-moderate income and/or will be or remain available and affordable to persons from low-to-moderate income households.

Duplication of Benefits

The City, will take ongoing measures to ensure that there is no Duplication of Benefits (DOB) utilizing the CDBG funds. For Disaster Recovery projects the City will adhere to the requirements of the Stafford Act to avoid DOB. A DOB occurs when a person, household, business, government, or other entity receives financial assistance from multiple sources for the same purpose, and the total assistance received for that purpose is more than the total need for assistance. Within the CDBG program, all grantees are bound by Section 312 of the Stafford Act, as amended by the DRRA, and the OMB Cost Principles within 2 C.F.R. § 200 that requires all costs to be "necessary and reasonable for the performance of the Federal award."

The City will ensure that no DOB occurs by:

1. Assessing Need: Determine the amount of need (total cost) to accomplish a project.
2. Determining Available Assistance: Determine the amount of assistance that has or will be provided from all sources to pay for the cost of the project.
3. Calculating Unmet Need: Determine the amount of assistance already provided compared to the need to determine the maximum CDBG award (unmet need)
4. Documenting the analysis: Document calculation and maintain adequate documentation justifying determination of maximum award.

Procurements

The City will follow 2 CFR 200.317-326 and the City's adopted and FLORIDA COMMERCE approved Procurement Policy for all procurements funded by CDBG. Additionally, the City will adhere to the requirements of Section 287.055 Florida Statutes when conducting procurements for professional services such as grant administration engineering. The City will advertise its procurements for CDBG funded work and services in a regional Metropolitan Statistical Area newspaper of general circulation. Construction procurements will additionally adhere to Sections 255.05 (bonding), 255.0525 and FLORIDA COMMERCE requirements (advertising times).

Requests for Proposals, at a minimum, must be advertised at least twelve (12) days prior to the deadline for receipt of proposals.

The City will make every effort to ensure that no conflicts of interest occur in the procurements process. City elected officials and staff will be required to divulge any potential conflicts of interest and will be required to remove themselves from the process and abstain from participation in any procurements where an actual or a perceived conflict of interest exists.

In the event of any bid protest, the City, will follow the procedure as outlined in Section 127.57(3) Florida Statutes and will notify its FLORIDA COMMERCE contract manager immediately of any protests it receives. The City will communicate any other procurement challenges or problems to its FLORIDA COMMERCE contract manager immediately.

The City will ensure that it has an E-Verify Memorandum of Understanding (MOU) and will include a requirement in all contracts with contractors, subcontractors, consultants and sub recipients, funded with CDBG funds, to utilize the U.S. Department of Homeland Security's E-verify system (E-Verify) to verify employment eligibility of all new employees hired during the term of the CDBG agreement. Additionally, the City will utilize E-Verify for any new employees it hires during the Grant Period.

The City will include the Section 3 Clause in all contracts with contractors, subcontractors, consultants and subrecipients that are \$100,000 or more.

Environmental Review

Prior to the expenditure any CDBG funded project, other than the allowable expenditures for administration, the City will complete a HUD required Environmental Review that meets the requirements of 24 CFR Part 58. While additional environmental reviews, studies or reports (such as a Phase I and Phase II Environmental Study typically conducted by an engineer) may be required and may also be needed for the HUD Environmental Review, the City understands that these reviews, studies and reports are not a substitute for the HUD required Environmental Review. The City understands that any expenditure of or commitment to expend CDBG funds (other than the allowable \$5,000 for initial administration) prior to its receipt of FLORIDA COMMERCE's Authority to Use Grants Funds will not be eligible for payment or reimbursement with CDBG funds. Commitments to expend funds, include but are not limited to the actual expenditure of funds, construction bidding and/or award, and agreements to acquire property.

Acquisition and Displacement/Relocation

The City will adhere to 49 CFR Part 24, the Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs when purchasing property for a CDBG, regardless of the source of the funding. Additionally, the City will make every effort to avoid CDBG funded projects that displace people or businesses. In instances where the CDBG funded project will displace persons or businesses, the City will ensure that those displaced are accommodated as directed and required in the regulations.

Financial Managements Systems and Financial Management

The City will manage all financial aspects of the CDBG program by ensuring that its financial systems and staff are structured in a manner that ensures optimal accountability and adheres to federal and state accounting requirements. All CDBG awards will be included in the City's budget. A staffing system will be structured that ensures, to the extent possible, segregation of duties in the financial processes.

In instances where non-CDBG funding will be used with CDBG funding, the funding sources and uses will be clearly represented as separate funding streams and expenses in the City's accounting systems. The City's accounting system or subset of the same will be structured in a manner that reports budget to actual expenditures, detailed check/expenditure registers, and cash balance reporting and expenditures by request for funds.

The City will ensure that there is no comingling of funds by placing CDBG funds in a separate bank account or by demonstrating that its accounting system has sufficient capacity and internal controls to separately track the receipts and expenditures of the CDBG grant. For CDBG projects that are funded through an advance process, the City will ensure that these CDBG funds will be maintained in a separate non-interest-bearing account.

The City will report any program income generated from CDBG projects in the Quarterly Status Report. The City will return any program income generated after the closeout of the CDBG agreement to FLORIDA COMMERCE. The City also understands that any program income generated prior to closeout must be returned to FLORIDA COMMERCE unless the program income can be used for additional units of CDBG activities that are specified in a modification to the agreement executed prior to the closeout. It is also understood that program income included in the project by modification to the agreement must be used in accordance with 2 C.F.R. part 200, 24 C.F.R. part 570.504 and the terms of the CDBG agreement.

The City will submit requests for funds through the FLORIDA COMMERCE Subrecipient Enterprise Resource Application (SERA) system. To ensure the timely expenditure of CDBG funds the City will submit requests for funds on a regular basis and in accordance with the CDBG agreement's Scope of Work, Project Detail Budget and Activity Work Plans. These request for funds will include a signed invoice from the City as well as all contractor invoices, cancelled checks and other documentation required by FLORIDA COMMERCE that supports the expenditures reflected in the City's invoice.

The City will maintain detailed and organized financial records and will be prepared to provide the same for FLORIDA COMMERCE monitorings and annual audits. For years that the City expends \$750,000 or more in federal funds, it will submit a Single Act or Program Specific Audit to FLORIDA COMMERCE and the Florida Auditor General no later than June 30. For years that the City expends less than \$750,000 in federal funds, it will submit a FLORIDA COMMERCE Audit Certification Memo to FLORIDA COMMERCE no later than June 30. Additionally, the City will submit an Audit Compliance Certification (an attachment to the CDBG agreement) no later than sixty (60) calendar days following the end of its fiscal year. The City will respond in a timely manner to any potential FLORIDA COMMERCE financial monitoring findings or concerns and to any potential audit findings or issues.

Monitoring

The City, on an ongoing basis, will self-monitor to ensure:

1. adherence to the requirements of the CDBG agreement, as well as state and federal requirements,
2. adequate efforts are made, and actions taken to Affirmatively Further Fair Housing, that additional efforts are made toward Affirmative Action, enhancing opportunities for minority and women business enterprises (MWBE) in procurements, ensuring program access for handicap persons (Section 504), as well as staffing and beneficiaries, and proactive approaches to providing opportunities to low to moderate income persons (Section 3).

3. the project's timely progress as it relates to the agreement's Milestones/Activity Work Plans/Timeline,
4. the project's timely expenditure rate,
5. the maintenance and accuracy of project related accounting,
6. that project work is certified complete by a Housing Rehab Specialist and Building Official for housing projects and by an engineer for infrastructure and public facilities projects,
7. timely submission of required reporting,
8. complete, correct and organized retention of records,
9. the avoidance of conflicts of interest in procurements and beneficiaries,
10. the timely and appropriate response to complaints, and
11. the timely response to public records requests.

The City will prioritize preparation for, participation in and responses to FLORIDA COMMERCE monitoring visits and desk monitoring. The City will prepare for this monitoring by:

1. completing, when available, FLORIDA COMMERCE monitoring checklists to organize appropriate files and copies of backup,
2. utilizing FLORIDA COMMERCE monitoring checklists and/or FLORIDA COMMERCE Initial Document Request List from the FLORIDA COMMERCE monitoring notification letter to organize appropriate files, documents, policies, financials record, etc.,
3. providing FLORIDA COMMERCE advanced copies of requested files, documents, policies, financial records, etc., for desk and remote monitoring,
4. having appropriate City staff including program and fiscal staff as well as consultants (if applicable) available for the monitoring, whether they are desk, remote or in person monitoring,
5. making sure a local elected official or City Manager is available for the entrance and exit interviews, and
6. making appropriate City staff available for interim telephone conference calls, which are not actual monitoring, but serve to provide FLORIDA COMMERCE project updates.

The City will respond to FLORIDA COMMERCE monitoring questions, findings and concerns by:

1. providing FLORIDA COMMERCE any requested additional documentation or information in a timely manner,
2. taking appropriate action(s) to correct any monitoring findings and/or concerns, and
3. providing FLORIDA COMMERCE with a timely written response to any monitoring findings and/or concerns.

The City will additionally review ongoing FLORIDA COMMERCE and HUD correspondence and notices as well as annual audit reports and will take necessary prescribed actions to correct or improve any items requiring corrections or improvements and will in a timely manner respond in writing to FLORIDA COMMERCE regarding these actions, when required.

The City is committed to requesting technical assistance from FLORIDA COMMERCE, as needed, to ensure project quality, compliance and progress.

Project Progress and Amendments

The City understands that the timely completion of the CDBG project and timely expenditure of funds must be a priority as it is vital to provide the grant funded repairs, improvements, infrastructure, public facilities, housing and/or services to its residents. Additionally, the City is aware of the mandates on HUD and FLORIDA

COMMERCE to expend the grant funds in a timely manner, and that failure to do so can potentially jeopardize additional future funding opportunities.

The City is committed to working within the parameters and requirements of the program to ensure timely completion of the CDBG project. In the event that unforeseen and unavoidable delays are imminent, the City will communicate in a reasonable timeframe with the appropriate FLORIDA COMMERCE staff and if necessary, will initiate a request for any necessary contract amendments to align actual timeframes with project work plans, timelines and to adjust expiration dates if necessary.

Construction Elements

The City will conduct the bidding process, taking actions to promote minority and women business enterprises and Section 3 participation and advertising for the required time frames. As required, the City will conduct a pre-bid conference/meeting, will provide bid documents at a reasonable cost, will receive sealed bids with proper bonding and required documents, will open the bids publicly, will create or obtain a bid tabulation and award recommendation from staff or the project engineer, will have the governing body vote to award the contract to the contractor pending receipt of any additional information including proof of active registration in the SAM.gov system, required bonds and proof documenting that the contractor is not on the Excluded Parties list.

Follow receipt of these documents, the City will request contractor clearance from FLORIDA COMMERCE and once received, will execute a contract with the contractor.

Following execution of the construction contract, the City will conduct a pre-construction meeting with the contractor and discuss requirements for Section 3, MWBE, Davis Bacon (prevailing wage requirements) including submission of weekly certified payroll reports, Contract Work Hours and Safety Standards Act (CWHSSA) requiring time and a half pay for hours worked over 40 hours per week, and Copeland Act-Anti-Kickback assuring contractors do not induce an employee to give up part of their compensation they are entitled to. This meeting will also serve to outline schedules for work, payments and other discussions deemed necessary with the contractor.

The City will then issue a Notice to Proceed to the contractor allowing the contractor to begin construction.

The contractor will be required to provide weekly signed certified payrolls to ensure compliance with Labor Standards (Davis-Bacon, Copeland Act, and CWHSSA). The City's staff or consultant will review the certified payrolls for compliance prior to any payments to the contractor. Also, prior to payments being made to the contractor, the City's engineer will conduct an onsite review of the work accomplished to date, compare the accomplishments to the work reported in the contractor's invoice and will sign off on any pay requests certifying that the work reported by the contractor has been completed.

Prior to the final payment being made to the contractor, the City's engineer must inspect the work site(s) and provide a Certification of Completion, and the City or its consultant will confirm that all required documentation and reports from the contractor have been received and are complete and in good order.

Civil Rights Compliance

The City will adhere to contract requirements, federal regulations and state laws and rules in meeting Civil Rights requirements. To this end, the City will follow the Civil Rights Compliance attachment to the CDBG agreement, adopting required policies, ordinances and resolutions, designating various coordinators, advertising the coordinators' contact information, conducting various required activities, and establishing various complaint procedures and tracking logs.

The City will ensure compliance in regard to:

1. Affirmatively Furthering Fair Housing,
2. Equal Employment Opportunity (EEO),
3. Section 504 and the Americans with Disabilities Act, and
4. Section 3

Additionally, the City will maintain a list of minority and women business enterprises and will take measures to ensure that when requesting bids, Minority and Women Business Enterprises (MWBE) on this list are contacted and that contractors awarded CDBG funded contracts are required to take measures to hire MWBE subcontractors and make efforts to hire Section 3 residents for available work.

Reporting

The City will provide the required reports as established in the Reports attachment to the CDBG agreement. The City understands that if all reports are not submitted to FLORIDA COMMERCE in an acceptable manner, payments from FLORIDA COMMERCE may be withheld until the reports are properly completed and submitted. The following reports will be submitted to

FLORIDA COMMERCE through the SERA system (or other FLORIDA COMMERCE specified means) by the required outlined dates:

1. Monthly Progress Reports (for Disaster Recovery) will be submitted no later than 10 days following the end of the month.
2. Quarterly Progress Reports or Quarterly Status Reports will be submitted no later than the 10th of April, July, October and January.
3. Contract and Subcontract Activity forms, HUD 2516, reporting MWBE participation as well as Section 3 participation, will be submitted no later than April 15 and October 15.
4. Single or Program Specific Audit will be submitted no later than June 30, if the City expends \$750,000 or more in total federal funds from all sources. If the City expends less than \$750,000 in total federal funds, a FLORIDA COMMERCE Audit Certification Memo will be submitted no later than June 30. Submissions will be made to Audit@FloridaCommerce.myflorida.com or as specified by the FLORIDA COMMERCE staff and to the Florida Auditor General through their website at <https://flaauditor.gov>. Hard copies of the audits may be submitted to FLORIDA COMMERCE and the Audit General via the addresses outlined in the CDBG agreement.
5. Audit Compliance Certification, attesting whether or not an audit submission will be required, will be annually submitted no later than 60 days following the end of the City's fiscal year.
6. An Administrative Closeout Report and supporting documentation will be submitted no later than 60 days following the expiration of the CDBG agreement.
7. Section 3 Report, HUD 60002, will be annually submitted no later than July 30.
8. Any additional updates or reports as requested by FLORIDA COMMERCE will be provided in a timely manner.

Citizen's Complaints

The City will take prompt actions to address any complaints it receives and will make every effort to resolve these complaints in a timely manner.

All complaints received, including verbal (phone calls, in person) and written, will be documented in appropriate log sheets for general citizen's complaints, Fair Housing complaints, EEO complaints and Section 504/ADA complaints. The City will notify its FLORIDA COMMERCE grant manager immediately upon receipt of any of CDBG grant related complaints and will make efforts to address, assist, resolve and/or make referrals on complaints received, whether verbal or written. The actions, results and conclusions of these complaints will be recorded in the appropriate log sheets.

For a complaint to be formally processed, reviewed and responded to by the City in writing, the complaint must:

1. Be submitted in writing,
2. Include the complainant's full name,
3. Include the Complainant's Contact information and preferred method of notification for communications regarding complaint (telephone; physical, postal, and Email addresses), Nature of the complaint (CDBG or Other, please specify), and
4. Include a summary of the complaint and desired remedy requested.

Additionally, the complainant should include previously contacted individuals concerning the complaint and any supporting evidence.

The City will respond in writing to written complaints that meet the above criteria within fifteen (15) days and may take additional measures to address and close the complaint. The City's written response is not a guarantee of resolution to the complaint. CDBG grant related complaints that are not resolved and closed within 30 days will be referred to the City's FLORIDA COMMERCE contract manager.

Records Retention and Access

The City will retain all grant related and grant agreement specified records and audits for a period of five (5) years following the final audit after the grant closeout, or for six (6) state fiscal years after all reporting requirements have been satisfied and final payments have been received; whichever period is longest. The City will provide access to these records and audits to FLORIDA COMMERCE, Florida's CFO, and the Auditor General upon request for a period of six (6) years following the final audit, unless extended by FLORIDA COMMERCE. The City understands that this period for records retention and access will be extended if any litigation, claim, negotiation, audit or other action involving the records has been started prior to the expiration of the controlling periods. The City additionally understands that such extensions will be in place until the completion of any associated actions and resolution of all associated issues have been determined.

Public Records Requests

The City will directly respond to each CDBG agreement related public records request and will notify FLORIDA COMMERCE of such requests by email to PRRequest@FloridaCommerce.myflorida.com within one business day following the date of the records request. Additionally, the City, upon request from FLORIDA COMMERCE's custodian of public records, will provide FLORIDA COMMERCE records or allow inspection of these records within a reasonable time. The City understands that it may be reimbursed for the costs of preparing and providing these records as long as the costs do not exceed the allowable costs outlined in Chapter 119, Florida Statutes. Furthermore, the City understands that FLORIDA COMMERCE may terminate the CDBG agreement if the City fails to provide and/or allow access to public records.

Summary

Utilizing these procedures, the City will make it a priority to implement its CDBG programs in a manner that adheres to federal, state and local requirements, will ensure CDBG projects employ a quality and fiscally responsible process that provides a successful project result in a timely manner.

City of Cocoa Beach City Commission Agenda Item Summary

**DEPARTMENT MAKING
REQUEST/NAME:**

City Manager /
Devan Taly, CRA Administrator

MEETING DATE

August 1, 2024

REQUESTED MOTION/ACTION

Approve Commercial Visual Improvement Program Grant Application for Coastal Market Cocoa Beach, LLC that was previously approved at the CRA Board meeting on 8/1/24

Staff Representative: Devan Pritts, Director of Grants and Special Projects

Staff Representative:

Recommendation:

IS THIS ITEM BUDGETED (IF APPLICABLE)?

Item is budgeted \$95,000 funds remaining.

BACKGROUND:

Item that was previously approved at the CRA Board meeting on 8/1/24.

City staff is requesting approval of a CRA facade grant for Coastal Market Cocoa Beach, LLC located at 35 N Brevard Ave. The applicant is requesting \$25,000 as the total project cost is \$50,000. This grant will help them beautify the parking lot by removing the currently worn out asphalt and replacing it with pavers. In addition, this will improve the water retention and drainage on the property. The applicant states the project should reach completion prior to fiscal year end.

City of Cocoa Beach City Commission Agenda Item Summary

**DEPARTMENT MAKING
REQUEST/NAME:**

Stormwater /
Morgan Zuhlke, Stormwater Manager

MEETING DATE

August 1, 2024

REQUESTED MOTION/ACTION

Adopt Resolution 2024-19, A Resolution of the City Commission of the City of Cocoa Beach, Florida, approving and adopting the August 2021 Stormwater Master Plan Update and providing an effective date.

Staff Representative: Morgan Zuhlke, Stormwater Utility Manager

Staff Representative:

Recommendation:

IS THIS ITEM BUDGETED (IF APPLICABLE)?

BACKGROUND:

The City's Stormwater Master Plan was completed in August 2021. The Stormwater Master Plan was presented to the Planning Board on November 2, 2021, and to the Commission on December 2, 2021. There have been no updates to the Master Plan.

This year, the City has been going through a FEMA Community Rating System (CRS) review. The CRS is a voluntary incentive program that recognizes and encourages community floodplain management practices that exceed the minimum requirements of the National Flood Insurance Program (NFIP). In CRS communities, flood insurance premium rates are discounted to reflect the reduced flood risk resulting from the community's efforts that address the goals of the program. As part of its review, the CRS has requested the Stormwater Master Plan to be formally adopted by the Commission.

Please see the link to view the 946-page Stormwater Master Plan Update.

<https://www.cityofcocoa-beach.com/340/Stormwater-Master-Plan>

RESOLUTION NO. 2024-19

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF
COCOA BEACH, FLORIDA, APPROVING AND ADOPTING THE
AUGUST 2021 STORMWATER MASTER PLAN UPDATE AND
PROVIDING AN EFFECTIVE DATE**

WHEREAS, in 2018 the City of Cocoa Beach hired Geosyntec Consultants to update the 2001 Stormwater Master Plan; and,

WHEREAS, the Stormwater Master Plan addresses basin characteristics, flooding, water quality, BMP evaluation, capital improvement program, regulatory review, maintenance program, stormwater utility rate, public education, outreach and involvement, sustainability and resilience, and stormwater utility administration/organization; and,

WHEREAS, it is in the best interest of the health, safety and welfare of the City and the residents to formally adopt the Stormwater Master Plan; and,

NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City of Cocoa Beach, Florida, as follows:

SECTION1: The City Commission hereby approves and adopts the City of Cocoa Beach August 2021 Stormwater Master Plan Update.

SECTION 2: Effective Date: This resolution shall be in full force and effect as of August 1, 2024.

Upon Motion by Commissioner _____ and Seconded by Commissioner _____, this Resolution is duly adopted at a Regular Meeting of the City Commission of the City of Cocoa Beach, Florida, held on the 1st of August, 2024.

ATTEST:

Ayes: _____

Nays: _____

Absent or Abstaining: _____

Keith Capizzi, Mayor-Commissioner

Karin Grooms, City Clerk

City of Cocoa Beach City Commission Agenda Item Summary

**DEPARTMENT MAKING
REQUEST/NAME:**

Water Reclamation /
Brad Kalsow, Director of Water Reclamation

MEETING DATE

August 1, 2024

REQUESTED MOTION/ACTION

Approve the Treatment Plant Injection Well Repairs and Modifications in the amount of \$61,000 to be performed by All Webb's Enterprises, Inc. utilizing a piggyback contract from the Town of Jupiter. This is not a budgeted item. Contingency funds will be used to cover expenses. Fund balance is currently \$206,197.96

Staff Representative: Brad Kalsow, Public Works & Water Reclamation Director

Staff Representative:

Recommendation:

IS THIS ITEM BUDGETED (IF APPLICABLE)?

This is not a budgeted line item in this fiscal year. Contingency Funds will be used. Currently \$206,197.96 in contingency funds are available for use.

BACKGROUND:

The treatment facilities injection wells are in need of repair and modifications to the wellheads on the Shallow Zone Monitoring Well 1 (SZMW-1) and Test Production Well 1 (TPW). All Webb's enterprises drilled the facilities wells back in 2013-2014 and are familiar with our plants operations. The treatment facility submitted our operating permit application to the Florida Department Environmental Protection Underground Injection Control back in February of this year. The repairs needed for our wellheads are working in conjunction with our operating permit application.

Allwebb has provided two Options depending on what is found during the removal of the concrete for SZMW-1. Option A total would be \$53,500 if everything is in good standard. Option B total would be \$61,000 if additional items need to be performed. Staff is requesting approval of Option B total price in case this is what is needed.

Contractors will mobilize to our facility and salt kill the wells to begin making the necessary repairs to the wellheads.

For the TPW, they will remove the existing 18" flange and replace with a new 316L Stainless Steel 18" flange with matching two (2) 2" stainless steel kill ports. Additionally, replace 2" weld-o-let side port on the 18" casing.

For the SZMW, the existing concrete monument needs to be removed and the 6" PVC casing needs to be modified to be compliant with our operating permit. The discharge port and flow meter will be modified and relocated. Finally ancillary discharge piping will be installed for the valves, tees and transducers.



FLORIDAN WELL REHABILITATION PROGRAM (W2407)

Executed Contract

JULY 2023

JIM KURETSKI
CHERYL SCHNEIDER
RON DELANEY
CAMERON MAY
MALISE SUNDSTROM
FRANK J. KITZEROW
AMANDA Z. BARNES

MAYOR
VICE-MAYOR
COUNCILOR
COUNCILOR
COUNCILOR
TOWN MANAGER
INTERIM UTILITIES DIRECTOR

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Table 1	Well Construction Details
Exhibit 1	Well Location Map
Exhibit 2	Typical Site Layout including Discharge Setup Copy of Previously Issued South Florida Water Management District (SFWMD)
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Exhibit 5	groundwater
Exhibit 6	Development Report Form
Exhibit 7	Well Disinfection Report Form



TOWN OF JUPITER

Invitation to Bid

Sealed bids will only be accepted at the Town Clerk's Department, 210 Military Trail, Jupiter, Florida 33458:

Floridan Well Rehabilitation Program (W2407)

Until **2:00 PM**, Local Time, **August 8th, 2023** at which time and place all bids received will be publicly opened and read aloud in the Town Council Chambers. Sealed bids shall be submitted to the Town Clerk, on paper, in accordance with the Instruction to Bidders. Bids received after the time and date specified will not be considered. The face of the envelope shall be addressed as follows:

Town Clerk
Town of Jupiter
210 Military Trail
Jupiter, FL 33458
August 8th, 2023 at 2:00 PM
Floridan Well Rehabilitation Program (W2407)

The nature and scope of this project is:

Furnish all permits, labor, equipment and materials necessary to investigate, rehabilitate, and/or maintain Upper Floridan Aquifer (UFA) production wells for the Town of Jupiter (OWNER), located in Jupiter, Florida. The work as specified includes, but is not limited to permitting; mobilization; removal of portions of the existing wellhead; removal of the drop pipe, and appurtenances; well kill(s) as required; down-hole video and geophysical logging under static and flowing conditions; plumbness and alignment testing of existing well casings, acid treatment of the completion interval; removal and treatment of the residual spent acid water; purging of the well, flow testing, formation water treatment and disposal system (including temporary piping and pumps); reinstallation of the pump, drop pipe, wellhead ready for service; well facility disinfection, purging and bacteriological clearance; demobilization and restoration of well sites; and completion of all required work to the extent the well facility has been successfully rehabilitated, returned to service and accepted by the OWNER based on the intent of the contract documents. Additional well maintenance and rehabilitation activities may also include miscellaneous welding, mechanical repairs, and all other incidentals as outlined on the bid documents and all appurtenances necessary to complete the Work based on the intent of the contract documents.

Bid Documents will be available on July 11th, 2023 through DemandStar at www.demandstar.com. Bid Documents can be downloaded by registering with DemandStar for a free agency subscription for the Town of Jupiter.

A pre-bid site visit will take place on Monday, July 17th, 2023 at 1:00 PM for interested bidders. The site visit will start at the water plant located at 17403 S. Central Boulevard, Jupiter, FL 33458. Attendance at the pre-bid site visit is not mandatory for submitting a bid.

Questions concerning the bid will be answered by addendum through Demandstar.com. All questions should be directed to Allyson Felsburg in writing, via email allysonf@jupiter.fl.us (include Project Name in the subject of the email) or by fax (561) 747-5634. Email should be delivered with a Read Receipt requested to confirm successful receipt by the Town.

Bidders are not required to be a plan holder of record with Demandstar.com; however, bidders are responsible to obtain complete sets of bidding documents in preparation of submitting a bid

Bid Security in the amount of five percent (5%) of the Bid must accompany each bid in accordance with the Instructions to Bidders.

The Town of Jupiter reserves the right to waive any irregularities and to reject any and all bids. The Town of Jupiter is an equal opportunity employer.

By Order of the Town Council, Town of Jupiter
Laura E. Cahill, Town Clerk

PUBLISHED: Palm Beach Post on July 9th, 2023



UTILITIES DEPARTMENT

ADDENDUM NO. 1 TO CONTRACT DOCUMENTS

ISSUED: JULY 12, 2023
PROJECT TITLE: FLORIDAN WELL REHABILITATION PROGRAM CONTRACT (W2407)
TO: ALL PLAN HOLDERS OF RECORD

This addendum shall modify, clarify, change, or add information and become part of the above referenced Contract Documents. **Acknowledge receipt of this Addendum in the space provided on the Bid Proposal form.**

The Contract Documents shall include the following:

IN THE FRONT ENDS

INVITATION TO BID

DELETE the Invitation to Bid in its entirety and **REPLACE** it with the revised Invitation to Bid included with this addendum. The revision changes the pre-bid site visit to Monday July 17th, 2023 at 1:00 PM.

THIS SPACE IS INTENTIONALLY LEFT BLANK.
PROCEED TO NEXT PAGE.



TOWN OF JUPITER

Invitation to Bid

Sealed bids will only be accepted at the Town Clerk's Department, 210 Military Trail, Jupiter, Florida 33458:

Floridan Well Rehabilitation Program (W2407)

Until **2:00 PM**, Local Time, **August 8th, 2023** at which time and place all bids received will be publicly opened and read aloud in the Town Council Chambers. Sealed bids shall be submitted to the Town Clerk, on paper, in accordance with the Instruction to Bidders. Bids received after the time and date specified will not be considered. The face of the envelope shall be addressed as follows:

Town Clerk
Town of Jupiter
210 Military Trail
Jupiter, FL 33458
August 8th, 2023 at 2:00 PM
Floridan Well Rehabilitation Program (W2407)

The nature and scope of this project is:

Furnish all permits, labor, equipment and materials necessary to investigate, rehabilitate, and/or maintain Upper Floridan Aquifer (UFA) production wells for the Town of Jupiter (OWNER), located in Jupiter, Florida. The work as specified includes, but is not limited to permitting; mobilization; removal of portions of the existing wellhead; removal of the drop pipe, and appurtenances; well kill(s) as required; down-hole video and geophysical logging under static and flowing conditions; plumbness and alignment testing of existing well casings, acid treatment of the completion interval; removal and treatment of the residual spent acid water; purging of the well, flow testing, formation water treatment and disposal system (including temporary piping and pumps); reinstallation of the pump, drop pipe, wellhead ready for service; well facility disinfection, purging and bacteriological clearance; demobilization and restoration of well sites; and completion of all required work to the extent the well facility has been successfully rehabilitated, returned to service and accepted by the OWNER based on the intent of the contract documents. Additional well maintenance and rehabilitation activities may also include miscellaneous welding, mechanical repairs, and all other incidentals as outlined on the bid documents and all appurtenances necessary to complete the Work based on the intent of the contract documents.

Bid Documents will be available on July 11th, 2023 through DemandStar at www.demandstar.com. Bid Documents can be downloaded by registering with DemandStar for a free agency subscription for the Town of Jupiter.

A pre-bid site visit will take place on Monday, July 17th, 2023 at 1:00 PM for interested bidders. The site visit will start at the water plant located at 17403 S. Central Boulevard, Jupiter, FL 33458. Attendance at the pre-bid site visit is not mandatory for submitting a bid.

Questions concerning the bid will be answered by addendum through Demandstar.com. All questions should be directed to Allyson Felsburg in writing, via email allysonf@jupiter.fl.us (include Project Name in the subject of the email) or by fax (561) 747-5634. Email should be delivered with a Read Receipt requested to confirm successful receipt by the Town.

Bidders are not required to be a plan holder of record with Demandstar.com; however, bidders are responsible to obtain complete sets of bidding documents in preparation of submitting a bid

Bid Security in the amount of five percent (5%) of the Bid must accompany each bid in accordance with the Instructions to Bidders.

The Town of Jupiter reserves the right to waive any irregularities and to reject any and all bids. The Town of Jupiter is an equal opportunity employer.

By Order of the Town Council, Town of Jupiter
Laura E. Cahill, Town Clerk

PUBLISHED: Palm Beach Post on July 9th, 2023



UTILITIES DEPARTMENT

ADDENDUM NO. 2 TO CONTRACT DOCUMENTS

ISSUED: JULY 18, 2023
PROJECT TITLE: FLORIDAN WELL REHABILITATION PROGRAM CONTRACT (W2407)
TO: ALL PLAN HOLDERS OF RECORD

This addendum shall modify, clarify, change, or add information and become part of the above referenced Contract Documents. **Acknowledge receipt of this Addendum in the space provided on the Bid Proposal form.**

The Contract Documents shall include the following:

GENERAL

PRE-BID MEETING MINUTES

ADD the Prebid Meeting Minutes and Sign-In Sheet to the Bid Documents.

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**Town of Jupiter Utilities
Floridan Well Rehabilitation Program (W2407)**

**Pre-Bid Site Visit Meeting Minutes
July 17th, 2023, 1:00 PM**

A pre-bid site visit was held for the above referenced project on the date and time indicated above, at the Town of Jupiter's Drinking Water Treatment Facility, 17403 Central Blvd, Jupiter, Florida 33458. Attendance at the site visit was not a mandatory requirement for submitting a bid. The meeting started at 1:00 pm.

I. Sign-In Sheet

A sign-in sheet was circulated for all attendees to complete. The sign in sheet is attached to these meeting minutes.

II. Introductions

The following people were introduced as representing the Town of Jupiter for this project.

- Allyson Felsburg, Utilities Assistant Facilities Manager and the Town's Project Manager for this contract.
- Jon Friedrichs – JLA Geosciences, Town's consulting hydrogeologist, and Owner's representative during the course of the Contract.

III. Demandstar

The Town reviewed the process for obtaining bid documents.

Bid documents are available through Demandstar.com. Instructions for obtaining plans and specs from www.demandstar.com are provided in the Invitation to Bid and the Instructions to Bidders in the Front End Bid Documents for the project.

Bidders do not need to be a member of demandstar.com to obtain bid documents. Bid Documents can be downloaded for \$5.00 from Demandstar by signing up for a free agency subscription for the Town of Jupiter at www.demandstar.com. Hard copies of Bid Documents may also be purchased from Demandstar by visiting www.demandstar.com or emailing demandstar@onvia.com. Payment for Bid Documents is non-refundable.

Bidders are responsible to use complete sets of bidding documents including addenda for preparing their Bids. Neither the Town nor JLA Geosciences are responsible for Bidders failure to use complete sets of Bid Documents.

At the time of this meeting, Addenda 1 had been posted to Demandstar.com. Addendum No 1 included a revised Invitation to Bid.

IV. Bid Opening

Sealed bids must be delivered to the **Town Clerk**, at 210 Military Trail, Jupiter, FL 33458, before and up to 2:00 pm on Tuesday, August 8th, 2023. Bids received after this time will not be accepted. Bids will be publicly opened and read aloud in the Town Hall Council Chambers.

V. Questions Concerning the Bid

All questions pertaining to the Bid Documents and the subsequent Contract must be submitted **in writing** to Allyson Felsburg, Assistant Facilities Manager. Questions submitted by email to allysonf@jupiter.fl.us must include "W2407 Floridan Well Rehabilitation Program Bid Question" in the subject of the email and be sent with a Read Receipt to ensure successful delivery. Questions may also be submitted to Allyson's attention by fax to 561-743-8733. Questions received less than three business days prior to the date of Bid Opening may not be answered.

VI. Bid Security

Bid security in the amount of five percent (5%) of the Bidder's maximum Bid price as presented in the Instructions to Bidders. Failure to provide bid security with a bid is grounds for disqualification.

VII. Contractor Qualifications

The Town reviewed the Contractor qualifications as listed below:

- The successful bidder must be a licensed Water Well Contractor in the State of Florida.
- Bidder must show evidence of sufficient manpower and equipment to complete the Work, that previous experience is of the type and magnitude contemplated by the proposed contract, that past projects of similar type and magnitude have been completed within budget and on schedule, that past projects have been managed professionally, and construction quality and field supervision are professional and of best industry practice.
- Each bid must contain evidence of the Bidder's qualifications by completion of the Qualification Requirements in the Front End Documents and Bid Proposal (Bid Schedule of Values) as well as evidence of the Bidder's qualification to do business in the State where the project is located. Bidder must have completed four (4) similar projects over the last five (5) years or equivalent experience as determined by the Town to be in Town's sole, best interest.
- Bidder must perform a minimum of 60% of the total Work value of the contract with his own forces.

VIII. Contract Duration

The contract duration is as follows:

- Substantial completion is 405 calendar days from the date of Notice to Proceed and final completion is 435 calendar days from the date of Notice to Proceed. These times include time for the contractor to obtain required permits, make submittals to Owner and receive approved submittals for materials and equipment for the project, perform the work, conduct testing, provide operational use of wellsites, provide close out documents, complete punch list items, etc. All the work required to provide a complete project. Substantially complete is defined as the Town having operational use of the wellsites
- The Contract does contain provisions for liquidated damages if the Contract completion dates are not achieved.
- Owner and Contractor may agree to renew the Contract in one (1) year (365 days) increments for a total of two (2) consecutive additional years. Renewals will be in writing by change order to the Contract and are subject to the same terms, conditions, and unit pricing set forth in the initial Contract and any written amendments/change orders signed by both parties. Contractor may elect not to extend the Contract with 90 days written notice to the Town.

IX. Permits

The Contractor is responsible to obtain all necessary permits (unless otherwise noted) as required by local, State, and Federal regulatory agencies and municipalities. Town of Jupiter Utilities and JLA will inspect Work performed for conformance with the Contract requirements. The Contractor is responsible to perform the Work of the Contract in accordance with all permit conditions whether Contractor holds the permit or the Town holds the permit.

As a courtesy to the Contractor, the Town will obtain the following permits, as required, to complete the Work of the Contract

- Notice of Intent to Use the Generic Permit for Discharge of Ground Water From Dewatering Operations (subsection 62-621.300(2) F.A.C.)
- South Indian River Water Control District Permit for Use of District ROW
- Palm Beach County Land Development Right of Way (ROW) Construction Permit for discharge of development water

The Contractor will be responsible to obtain the following permits, as required, to complete the Work of the Contract

- SFWMD ROW permit – required for wells located in the vicinity of the C-18 Canal ROW.
- The CONTRACTOR will be required to apply for and obtain a SFWMD gate key in order to gain access to the OWNER's well sites located on the C-18 canal ROW
- Treatment of development water prior to disposal, in accordance with the contract documents and local, State and Federal regulations.
- Contractor will be responsible to obtain a lock out-tag out permit from Lawrence Tress, the Water Plant Electrician before beginning work on each existing wellsite

X. Contract Administration

1. The Town will administer the contract during construction. JLA Geosciences will serve as the Owner's representative during construction and the course of the contract.
2. Progress Meetings: Construction progress meetings will be held with the Contractor, the Town, and JLA biweekly while rehabilitative work is underway. Town may request meetings more frequently or less frequently depending on the need. Contractor is required to attend scheduled meetings. Contractor's representative at the meetings must have authority to make decisions on behalf of the Contractor. Work scope, costs, schedule, construction coordination and other items will be discussed at these meetings. Currently, progress meetings are being held virtually, but the Town will resume face-to-face meetings when it is safe to do so.
3. Storage and Laydown Area: Contractor may stage equipment and supplies within the wellsite fencing and/or wellsite easement. Temporary construction fencing shall be used, as needed, to protect the Town's wellsite. Any damage caused by the contractor within staging areas shall be completely restored by the contractor to the Owner's satisfaction at no additional cost to the Owner.
4. Water for Construction Purposes: The Contractor shall provide all water required for construction, flushing, testing and temporary sanitary facilities. Only potable quality water will be authorized for use during well rehabilitation activities. Potable quality water can be made available by the OWNER from hydrants or another location at no additional charge. It is the Contractor's sole responsibility to determine the availability of potable quality water at each work location. For potable water line connections from a hydrant, the Contractor will be required to obtain a construction hydrant meter. The Contractor will be responsible to provide a deposit for the meter to the Town of Jupiter Utilities Business Office. The meter must be locked at all times except while in use by the Contractor with water provided by the Town. If during the course of construction, it is determined that the Contractor is abusing and/or unnecessarily wasting this service, they will be responsible for paying for water used.
5. Temporary Sanitary Facilities: The Contractor shall provide and maintain adequate and clean sanitary facilities for construction work force and visitors at each wellsite where working is being completed. The facilities shall comply with local codes and regulations and be situated at approved locations.
6. Summary of Work: Bidders were encouraged to pay attention to Section 01010 Summary of Work and review the example scopes of work that are expected to be completed under this maintenance contract. The wells identified for rehabilitation, inspection and/or maintenance may be altered or changed during the course of the contract based upon the needs of the Town. The Town does not guarantee a minimum or maximum amount of work. During the course of the Contract, the Contractor will prepare a proposal to accomplish a requested scope of work base upon Contract Unit prices. Upon approval, the Town will provide the Contractor with authorization to proceed, in writing, by issuance of a Work Order.
7. Measurement and Payment: Bidder should closely review Section 01025, Measurement and Payment in preparing a bid. This section provides guidance and

clarification to the costs that are to be included in the various bid items. Bidders are responsible to notify the Owner of any items not specifically called out in Section 01025 for which they feel there should be a bid item. Any cost that Bidder believes to be necessary to fulfill the Contract requirements but is not specifically identified in Section 01025 should be included in the Bid Item that Bidder deems to be most appropriate.

XI. Project Description

A summary of the project was provided by the Town as outlined below:

Furnish all permits, labor, equipment and materials necessary to investigate, rehabilitate and/or maintain Upper Floridan Aquifer (UFA) production wells for the Town. The work as specified includes, but is not limited to permitting; mobilization; removal of portions of the existing wellhead; removal of the drop pipe, and appurtenances; geophysical and/or down-hole video logging; well kill(s) as required; plumbness and alignment testing of well casings, acid treatment of the completion interval; removal and treatment of the residual spent acid water; purging of the well, flow testing, formation water treatment and disposal system (including temporary piping and pumps); reinstallation of the pump, drop pipe, wellhead ready for service; well facility disinfection, purging and bacteriological clearance; demobilization and restoration of well sites

The Town does not guarantee a minimum or maximum amount of work. Construction details for the UFA production wells are provided in Table 1 of the Appendix. Well Construction type varies, and well construction depths indicated in Table 1 are approximate. Contractor is to verify depths as needed to perform work.

The Bid Schedule of Values is inclusive of the various tasks expected to be implemented under this Contract, and represents a "menu" of options from which the Town and the Town's representative may select to complete Upper Floridan Well work tasks. Quantities provided for each Bid Item in the Bid Schedule of Values are estimated and based on the initial contract term. Quantities are not necessarily the quantities that will be completed during the contract but instead are provided as a means for evaluating bids and obtaining balanced bids.

The Bid Documents provide a table of estimated funding for each year of the contract, which is based on the projected budgets for well rehabilitation and maintenance in those respective years. However, the amount of work authorized under this contract is dependent upon fiscal year funding. Provided fiscal year funding is available, the Town anticipates well rehabilitation work to be consistent through the initial contract term.

The Contractor will be required to provide the submittals outlined in Section 01300 prior to the start of rehabilitation including, but not limited to, permits, schedule, acid plan and formation water disposal plan. In addition, the Contractor shall prepare a proposal for Town's consideration for each work scope as requested by the Town based on the Schedule of Values and Section 01025 Measurement and Payment Pay Item descriptions. The Town will review the Contractor's proposals for work scopes with the Contractor and JLA until an agreement of scope, price and time is reached. At such time, Town will provide Contractor with authorization to proceed in writing by issuance of a work order which will include the approved work scope, proposal and schedule.

It is the responsibility of Bidders to visit the sites to conduct investigations and tests as Bidder deems necessary to prepare his/her bid. Wellsites will require a Town representative to gain access. Contractor must make arrangements with Allyson Felsburg, 561-741-2735 to gain access inside well site fencing. Drawings included with the Bid Documents show aerial views of well site locations.

XII. Other Items Discussed

- Bidder must indicate on the Bid Form the elected percentages for General Conditions and Mobilization/Demobilization. These bid items are limited to a maximum of 10% and 8%, respectively, of the Total Bid Price. The bidder's elected percentage for each bid item should be used to determine a dollar amount that is incorporated into the Total Bid Price. The percentages for General Conditions and Mobilization/Demobilization indicated by the Contractor of Award on the Bid Form will be used throughout the contract duration to determine the amount of General Conditions and Mobilization/Demobilization paid for individual work authorizations.
- Bidder must indicate on the Bid Form of Bidder's intentions to utilize the Town's WTP Lab for bacteriological sampling and testing (Bid Item 16). If a Bidder indicates that Bidder will use the Town's Lab there will be no charge for Bid Item No. 16.
- The Contractor will be allowed only one (1) well out of service for rehabilitation at a time. After the rehabbed well is returned to service, the Owner will turn the next well over to the Contractor to start work. It is the Owner's desire that Contractor would be prepared to start work on the next well immediately and without a significant lapse in time between well rehabilitations.
- The Contractor will be required to submit pre and post-construction videos of the wellsites, the C-18 Canal right of way used to access the wellsites, and the area of conveyance for discharge piping through the C-18 Canal ROW to the canal.
- Existing wellhead construction includes PVC casings, thus, the Contractor will be required to utilize a temporary construction wellhead as described in Section 02400 in order to protect the integrity of the existing PVC well casings.
- Bid Item 21 – Unidentified Parts Allowance has an assigned value of \$20,000.00, and is intended to be used for procurement of parts, material and equipment needed to complete well rehabilitation that are not already included in other bid items. Historically, this bid item has been used to purchase replacement pumps, pump parts, gaskets, motors and/or cables that may be required in UFA wells. Any charges billed to the Unidentified Parts Allowance shall be preapproved by the Town in writing. Purchases made under this line item shall be done in accordance with the Bid Documents and may include the appropriate mark-up. This item shall not be used to pay for things included in the original scope of the contract.
- The Extra Work bid items are intended to be used for additional work requested by the Owner that is in addition to or outside of the specific work items described by the Bid Documents. The Town intends to actively use the Extra Work items to complete miscellaneous maintenance needs that may arise throughout the Contract duration.

- Contractor is responsible to dispose of kill water in an environmentally acceptable manner. Kill water may not be discharged into the canal or onto the ground. Contractor may reuse kill water amongst wells in this as detailed in the Bid Documents
- During the site visit, the Town provided an overview of availability of water at the various wellsites. Potable water from nearby hydrants is available for RO-2 and RO-3. Potable raw water will be available at the remaining wellsites. Potable drinking water is required for well disinfection at all wellsites and will require that potable drinking water is brought onsite for those sites that do not have a nearby potable drinking water source. Contractor may fill potable water tank(s) from a Town hydrant at no additional cost provided the Contractor has a construction hydrant meter as detailed in the Bid Documents.
- For geophysical and video logging, wellhead and drop pipe will need to be removed to complete the work to permit video inspection of all casing joints. Dynamic logs will need to be completed at 1400 gpm or pumping water level of 15-ft below land surface. Bidders were advised that RO-5 has a partially collapsed well casing or pinch point that requires slim line logging tools. Logging tools will need to be adequately sized to move past the collapsed section. During previous well videos, a 2-inch camera can pass the collapsed section.
- The Bid Documents include two (2) different approaches to well acidization: full strength and blended. Full strength acidization includes pumping 32% (20 baume) HCl into the borehole. Blended acidization includes using 32% (20 baume) HCl that is blended onsite to a strength ranging from 1% to 10%, then pumped into the borehole. Both approaches require use of an acidization wellhead. The Town or the Town's representative will advise the Contractor, in advance, which acidization approach will be used. Full strength acidization will only be complete on Floridan wells with a stainless steel wellhead. Blended acidization will be utilized for PVC wellheads.

Attendees were asked if they had any questions or comments regarding the bid documents or the project. The following questions were asked:

cc: Demandstar as Part of Addendum 2
W2407 Meeting Minute File
Meeting Attendees

Town of Jupiter Utilities
 Floridan Well Rehabilitation Program (W2407)
 Pre-Bid Site Visit Sign-In Sheet

July 17th, 2023
 1:00 PM
 17403 Central Blvd, Jupiter, FL 33458

	Name	Company Name	Phone Number	Email Address
1	Chris McKenzie	Town of Jupiter	561-741-2605	chrism@jupiter.fl.us
2	Jon Friedrichs	JLA Geosciences	561-746-0228	jfriedrichs@jlageosciences.com
3	Miguel Leguerica	Florida Design Drilling	954-234-0939	miguel@fcdrilling.com
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Instructions to Bidders

1. DEFINED TERMS

- 1.1. Terms used in these Instructions to Bidders which are defined in the Standard General Conditions of the Construction Contract, EJCDC C-700 (2018 Edition) have the meanings assigned to them in the General Conditions. The term "Successful Bidder" means the lowest, qualified, responsible Bidder to whom Owner (on the basis of Owner's evaluation as hereinafter provided) makes an award.

2. COPIES OF BIDDING DOCUMENT

- 2.1. Complete sets of the Bidding Documents in the number and for the non-refundable sum, if any, may be obtained from www.demandstar.com as stated in the Advertisement or Invitation.
- 2.2. Complete sets of Bidding Documents shall be used in preparing Bids; neither Owner nor Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- 2.3. Owner in preparing Bidding Documents available on the above terms do so only for the purpose of obtaining Bids on the Work and do not confer a license or grant for any other use.

3. QUALIFICATIONS OF BIDDERS

- 3.1. To demonstrate qualifications to perform the Work, each Bidder must submit with his/her Bid written evidence of previous experience, references, licensing requirements, evidence of authority to conduct business in the jurisdiction where the project is located, and insurance requirements. Each Bid must contain evidence of the Bidder's qualifications by completion of the Qualification Requirements form in the Front End Documents and Bid Proposal using projects completed by the Bidder that included work meeting the specific description stated on that form as well as evidence of Bidder's qualification to do business in the state where the project is located or convenient to obtain such qualification prior to award of the contract. Bidder shall submit additional information, after the Bid Opening, if requested by Owner, in order for Owner to complete a comprehensive review of the Bid.
- 3.2. No Bid will be accepted from, nor will any contract be awarded to any person who is in arrears to the Owner, upon any debt or contract, or who is a defaulter, as surety or otherwise, upon any obligation to Owner, or any other governmental agency or entity, or who is deemed irresponsible or unreliable by the Owner.
- 3.3. No Bid will be accepted from, nor will any contract be awarded to any individual, firm, partnership, corporation or association who is currently in litigation with the Owner, or who is providing testimony in current litigation against the Owner or who has a financial interest in any litigation against the Owner.
- 3.4. Bidders are not required to be a plan holder of record with Demandstar.com; however, bidders are responsible to obtain complete sets of bidding documents in preparation of submitting a bid.
- 3.5. All bidders must be a licensed Water Well Contractor in the State of Florida.
- 3.6. The Contractor of Award is required to hold a Town of Jupiter occupational license at the time work commences.

- 3.7. Bidders are required to complete and submit with their Bid the Qualification Requirements included in the Front End Bid Documents. Owner will evaluate experience and conduct reference checks as part of the bid evaluation process to assess whether Bidder is qualified and responsible to perform the work presented in the Bid Documents. Bidder must show that he/she has sufficient manpower and equipment to complete the Work, that previous experience is of the type and magnitude presented in the Bid Documents for this contract, that past projects of similar type and magnitude have been completed within budget and on schedule, that past projects have been managed professionally and construction quality and field supervision are professional and of best industry practice.
- 3.8. Any Bidder who does not meet the qualification requirements of the Bid will not be considered for award.
- 3.9. Owner reserves the right to request additional experience, reference information, financial information and any other information necessary to perform a comprehensive evaluation of the Contractor and his/her major subcontractors.

4. EXAMINATION OF BID/CONTRACT DOCUMENTS AND SITE

- 4.1. Before submitting a Bid, each Bidder must (a) examine the Contract Documents thoroughly, (b) visit the site to familiarize himself with local conditions that may in any manner affect cost, progress or performance of the Work, (c) familiarize himself with federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost, progress or performance of the Work; and (d) study and carefully correlate Bidder's observations with the Bid/Contract Documents.
- 4.2. Site is accessible to the Bidder by appointment to conduct such investigations and tests as each Bidder deems necessary for submission of a Bid. Bidder must notify the Town to schedule a date and time for any such investigations and/or tests. Appointments should be scheduled through Allyson Felsburg at (561)741-2735 or allysonf@jupiter.fl.us. Bidders are encouraged to attend the non-mandatory pre-bid site visit.
- 4.3. The lands upon which the Work is to be performed, rights of way for access thereto and other lands designated for use by Contractor in performing the Work are identified in the Supplementary Conditions, General Requirements or Drawings.
- 4.4. The submission of a Bid will constitute an incontrovertible representation by the Bidder that he has complied with every requirement of this Article 4 and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Work.

5. DETERMINATION OF ESTIMATED QUANTITIES

- 5.1. Lump Sum Contracts: The Bidder is responsible for the determination of the quantities for those items constructed within the authorized plan limits or dimensions. The Owner does not assume any responsibility for any incidental information in Bid documents that may be construed as a quantity of work and/or materials.
- 5.2. Contracts other than Lump Sum: For those items constructed within authorized plan limits or dimensions, use the quantities shown in the plans and in the Bid Form as the basis of the Bid. The Owner will also use these quantities for final payment as limited by the provisions for the field conditions, use and measurement, the quantities shown in the plans and in the proposal form are approximate and provide only a basis for calculating the bid upon which the Owner will award the

Contract. Where items are listed for payment as lump sum units, the Bidder is solely responsible for his own estimates of such quantities and of the work to be performed.

- 5.3. The Owner reserves the right to make, at any time prior to or during the progress of the work, such increases, decreases, or alterations to the estimated quantities of work to be done or materials to be furnished which materially increases or decreases the cost or time of performance. Such increases, decreases, or alterations shall not constitute a breach of contract, shall not invalidate the contract, nor release the Surety from any liability arising out of this Contract or the Surety bond. The bidder agrees to perform the work, as altered, the same as if it had been a part of the original Contract.

6. INTERPRETATIONS

- 6.1. All questions about the meaning or intent of the Contract Documents shall be submitted to The Town of Jupiter Utilities, Attn: Allyson Felsburg in writing at 17403 Central Boulevard, Jupiter, FL 33458, Phone (561) 741-2735, Fax (561) 747-5634 or email allysonf@jupiter.fl.us. Replies will be issued by Addenda as necessary and delivered to all parties recorded by www.Demandstar.com as having received the Bidding Documents. Questions received less than three days prior to the date for opening of Bids will not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

7. BID SECURITY

- 7.1. Bid Security shall be made payable to Owner, in an amount of five percent (5%) of the Bidder's maximum Bid price and in the form of a certified or bank check or a Bid Bond issued by a Surety meeting the requirements of Paragraph 6.01 of the General Conditions.
- 7.2. The Bid Security of the Successful Bidder will be retained until such Bidder has executed the Agreement and furnished the required Contract Security, whereupon it will be returned; if the successful Bidder fails to execute and deliver the Agreement and furnish the required Contract Security within 15 days of the Notice of Intent to Award, Owner may annul the Notice of Intent to Award and the Bid Security of that Bidder will be forfeited. The Bid Security of any Bidder whom Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of the seventh day after the "effective date of the Contract" (which term is defined in the General Conditions) by Owner to Contractor and the required Contract Security is furnished or the one hundred and twenty first day after the Bid opening. Bid Security of other Bidders will be returned within seven days of the Bid opening.

8. CONTRACT TIME

- 8.1. The number of days within which, or the date by which, the Work is to be completed (the Contract Time) is set forth in the Bid Form and will be included in the Agreement.
- 8.2. The initial term of the Contract will be 435 calendar days from the date of Notice to Proceed. Owner and Contractor may agree to renew the Contract in one (1) year (365 days) increments for a total of two (2) consecutive additional years, in accordance with the Town of Jupiter's Purchasing Policy and the terms of the original Contract. Renewals will be in writing by change order to the Contract and are subject to the same terms, conditions, and unit pricing set forth in the initial Contract and any written amendments/change orders signed by both parties (Owner and Contractor). No compensation shall be made for costs associated with renewal of the Contract. Renewals are contingent upon satisfactory performance evaluations by the Owner and subject to the availability of fiscal year funding approved by the Jupiter Town Council. Contractor may elect not to extend the Contract with 90 days written notice to Owner. Owner is not obligated to extend the Contract.

9. LIQUIDATED DAMAGES

9.1. Provisions for liquidated damages, if any, are set forth in the Agreement.

10. SUBSTITUTE MATERIAL AND EQUIPMENT

10.1. The Contract, if awarded, will be on the basis of material and equipment described in the Drawings or specified in the Specifications without consideration of possible substitute or "or equal" items. Whenever it is indicated in the Drawings or specified in the Specifications that a substitute or "or equal" item of material or equipment may be furnished or used by Contractor if acceptable to Owner, application for such acceptance will not be considered by Owner until after the "effective date of the Agreement". The procedure for submittal of any such application by Contractor and consideration by Owner is set forth in Article 7 of the General Conditions which may be supplemented in the General Requirements.

11. SUBCONTRACTORS, ETC.

11.1. If the Front End Documents or the Supplementary Conditions require the identity of certain Subcontractors and other persons and organizations to be submitted to Owner with the Bid or in advance of the Notice of Intent to Award or Notice of Award, the apparent Successful Bidder, and any other Bidder so requested, shall provide such evidence with the Bid, or shall submit to Owner upon request a list of all Subcontractors and other persons and organizations (including those who are to furnish the principal items of material and equipment) proposed for those portions of the Work as to which such identification is so required. Such list shall be accompanied by an experience statement with pertinent information as to similar projects and other evidence of qualification for each such Subcontractor, person and organization if requested by Owner. If Owner after due investigation has reasonable objection to any proposed Subcontractor, other person or organization, may before giving the Notice of Intent to Award or Notice of Award request the apparent Successful Bidder to submit an acceptable substitute without an increase in the Bid price. If the apparent Successful Bidder declines to make any such substitution, the contract shall not be awarded to such Bidder, but his declining to make any such substitution will not constitute grounds for sacrificing his Bid Security. Any Subcontractor, other person or organization so listed and to whom Owner does not make written objection prior to the giving of the Notice of Intent to Award or Notice of Award will be deemed acceptable to Owner.

11.2. In contracts where the Contract Price is on the basis of Cost of the Work Plus a Fee, the apparent Successful Bidder, prior to the Notice of Intent to Award or Notice of Award, shall identify in writing to Owner those portions of the Work that such Bidder proposes to subcontract and after the Notice of Intent to Award or Notice of Award may only subcontract other portions of the Work with Owner's written consent.

11.3. No Contractor shall be required to employ any Subcontractor, other person or organization against whom he has reasonable objection.

11.4. Contractor must perform a minimum of 60% of the work of this contract with his/her own forces.

11.5. Contractor must identify all major sub-contractors to be used for the work of this contract in the appropriate space provided on the Bid Form and also provide experience as required in the Qualification Requirements of the Bid Proposal Section for each major subcontractor.

12. PRICES BID

- 12.1. Prices shall be shown in unit amounts, written numerical figures, and extensions (Values) whenever applicable. In the event of discrepancies existing between unit amounts and extension (Value) or totals, the written unit amounts shall govern.
- 12.2. Discrepancies in the multiplication of units of work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.
- 12.3. Discounts extended to Owner shall include but not be limited to those discounts normally extended to governmental agencies as well as the private sector.
- 12.4. Chain discounts are not acceptable and will not be considered in determining an award. Firm prices are to be quoted for the term of the Contract.
- 12.5. Bidder warrants by virtue of bidding that prices, terms and conditions in the Bid will be firm for acceptance, for a period of one hundred and twenty (120) calendar days from the date of Bid opening unless otherwise stated by the Owner.
- 12.6. The Bid price shall include all permit fees, royalties, license fees and other costs arising from the use of such design, device or materials in any way involved in the work and all costs of packaging, transporting and delivery to the designed location within the Owner.
- 12.7. For the purpose of evaluation, the Bidder must indicate any variance or exceptions to the stated specification no matter how slight. Deviations should be explained in detail. Absence of variations and/or corrections will be interpreted to mean that the Bidder meets all the specifications in every respect.
- 12.8. Should Bidder feel that the cost for any portion of the work has not been established by the Bid Items or Section 01025 of the Technical Specifications, Bidder shall notify Owner prior to submitting a Bid. If such notice is not provided by Bidder to Owner at least three business days prior to the date Bids are due, Owner will expect that the submitted Bid includes all costs required to complete the Work in its entirety.

13. BID FORM

- 13.1. The Bid Form is included herein (see Proposal).
- 13.2. Bid Forms must be completed in ink or typed. The Unit Price and Extended Value of each Bid Item on the form must be provided in numerals. Contractor must bid on all alternates on the bid form. All bid forms must be filled out in their entirety. Figures must be provided for all unit prices and values. Incomplete bid forms will be considered non-responsive.
- 13.3. Bids by corporations must be executed in the corporate name by the president or a vice president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal must be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown below the signature.

- 13.4. Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.
- 13.5. All names must be typed or printed below the signature.
- 13.6. The Bid shall contain an acknowledgment of receipt of all Addenda (the numbers of which shall be filled in on the Bid Form).
- 13.7. The address to which communications regarding the Bid are to be directed must be shown.
- 13.8. If the Bid form contains alternate(s), Bidder must bid on all alternate(s), unless otherwise indicated.

14. SUBMISSION OF BIDS

- 14.1. Three copies of the Bid (one signed original, one paper copy, and one electronic pdf on compact disc or flash drive) shall be submitted at the time and place indicated in the Advertisement for Bids or Invitation to Bid and shall be included in an opaque sealed envelope, marked with the Project title and name and address of the Bidder and accompanied by the Bid Security and other required documents. The Bid Form/Schedule of Values and Bid Bond should be clearly marked with a tab for easy identification during the bid opening process. If the Bid is sent through the mail or other delivery system the sealed envelope shall be enclosed in a separate envelope with the notation "BID ENCLOSED" on the face thereof, with the Project name on the front.

15. MODIFICATION AND WITHDRAWAL OF BIDS

- 15.1. Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to the opening of Bids.
- 15.2. If, within twenty four hours after Bids are opened, any Bidder files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of his Bid, which Bidder may withdraw his Bid and the Bid Security will be returned. Thereafter, that Bidder may be disqualified from further bidding on the Work. If a notice is filed with Owner after 24 hours then the Contractor will sacrifice his Bid Bond.

16. OPENING OF BIDS

- 16.1. Bids will be opened publicly.
- 16.2. When Bids are opened publicly they will be read aloud, and an abstract of the amounts of the base Bids and major alternates (if any) will be posted on Demandstar.com and made available after the opening of Bids.

17. BIDS TO REMAIN OPEN

- 17.1. All Bids shall remain open for one hundred and twenty (120) calendar days after the day of the Bid opening, but Owner may, in his sole discretion, release any Bid and return the Bid Security prior to that date.

18. AWARD OF CONTRACT

- 18.1. Owner reserves the right to reject any and all Bids, to waive any and all informalities and to negotiate contract terms with the Successful Bidder, and the right to disregard all nonconforming, non-responsive or conditional Bids. Discrepancies between words and figures, for total bid prices, will be resolved in favor of words. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between the indicated value and the correct value as calculated by the product of the unit price and the estimated quantity will be resolved by using the stated unit price.
- 18.2. In evaluating Bids, the Owner shall consider the qualifications of the Bidders and whether or not the Bids comply with the prescribed requirements, alternates, and unit processes of the Bid Documents; conduct and consider total cost evaluations to complete rehabilitation of individual wells expected to be rehabilitated during the course of the contract.
- 18.3. Owner may consider the qualifications and experience of Subcontractors and other persons and organizations (including those who are to furnish the principal items of material or equipment) proposed for those portions of the Work as to which the identity of Subcontractors and other persons and organizations must be submitted as provided in the Supplementary Conditions and Bid Documents. Operating costs, maintenance considerations, performance data and guarantees of materials and equipment may also be considered by Owner.
- 18.4. Owner may conduct such investigations as he deems necessary to assist in the evaluation of any Bid, and to establish the responsibility, qualifications and financial ability of the Bidders, proposed Subcontractors and other persons and organizations to do the Work in accordance with the Contract Documents to Owner's satisfaction within the prescribed time.
- 18.5. Owner reserves the right to reject the Bid of any Bidder who does not pass any such evaluation to Owner's satisfaction.
- 18.6. If the contract is to be awarded, it will be awarded to the lowest, responsive, responsible Bidder, based on the lowest Total Base Bid price, or the lowest Total Base Bid Price plus any combination of Alternate Bid Item(s), as evaluated by the Owner to be in the best interest of the Owner. All Bid pricing shall be submitted on the Bid Proposal Form (Bid Schedule of Values) included in the Front End Bid Documents.
- 18.7. If the contract is to be awarded, Owner will give the Successful Bidder a Notice of Award within one hundred and twenty (120) days after the day of the Bid opening.
- 18.8. More than one Bid received for the same work from an individual, firm, partnership, corporation or association under the same or different names will not be considered. If, in the determination of the Owner, there are reasonable grounds for believing that any Bidder is interested in more than one Bid for the same work, or that any collusion exists among the Bidders, this will result in the rejection of the Bids of those Bidders who participated in those Bids. In either case the Owner may deem those Bidders to be a non-responsive or non-qualified Bidder.

19. PERFORMANCE AND OTHER BONDS

- 19.1. Article 6.0 of the General Conditions and the Supplementary Conditions set forth Owner's requirements as to Performance and Payment Bonds. When the Successful Bidder delivers the executed Agreement to Owner, it shall be accompanied by the required Contract Security.

20. SIGNING OF AGREEMENT

- 20.1. When Owner gives a Notice of Award or a Notice of Intent to Award to the Successful Bidder, it will be accompanied by at least two unsigned counterparts of the Agreement and all other Contract Documents. Within fifteen days thereafter Contractor shall sign and deliver at least two counter parts of the Agreement to Owner with all other Contract Documents attached. Within sixty (60) days of the Notice of Award, Owner will deliver all fully signed counterparts to Contractor.

21. PERMITS

- 21.1. Contractor is responsible to obtain all necessary permits (unless otherwise noted) as required by local, State, and Federal regulations as necessary to perform the Work of the Contract in accordance with all regulatory and permit requirements. The Contractor is responsible to perform the Work in accordance with all permit conditions whether Contractor holds the permit or Owner/Town holds the permit. The following permits are expected to be necessary for the Work under this Contract and are provided as a guideline, but not intended to alleviate the Contractor from fulfilling his/her responsibility to obtain all necessary permits.
- 21.2. The Owner will obtain the following permits, as required, and provide copies to the Contractor of Award:
 - 21.2.1. Palm Beach County Land Development Right of Way (ROW) Construction Permit for discharge of development water;
 - 21.2.2. Notice of Intent to Use the Generic Permit for Discharge of Ground Water from Dewatering Operations (subsection 62-621.300(2) F.A.C.);
 - 21.2.3. South Indian River Water Control District Permit for Use of District ROW
- 21.3. Contractor is responsible to obtain the following permits and perform Work of the Contract in accordance with the permit conditions:
 - 21.3.1. South Florida Water Management District (SFWMD) ROW permit
 - 21.3.2. Apply for and obtain a SFWMD gate key;
 - 21.3.3. Maintenance of Traffic (MOT) permit from Palm Beach County Traffic Division and/or Town of Jupiter for any pedestrian sidewalk crossings may be required for development water discharge;
 - 21.3.4. Treatment of development water prior to disposal, in accordance with the contract documents and local, State and Federal regulations.

22. TAXES

- 22.1. The successful Bidder shall pay all applicable sales, consumer use and other similar taxes required by law.
- 22.2. The Contract contains provisions in the Supplemental Conditions for procurement of materials and equipment incorporated into the project under the Sales and Use Tax Exemption program.

23. CONTRACT DOCUMENTS

- 23.1. It is the intent of the Contract Documents to describe a functionally complete project (or portion thereof) to be constructed in accordance with the Contract Documents. Any work, materials or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result shall be supplied whether or not specifically called for. When words which have a well-known technical or trade meaning are used to describe work, materials or equipment, such words shall be interpreted in accordance with that meaning. Reference to standard

specifications, manuals or codes of any technical society, organization or association or to the laws or regulations of any governmental authority having jurisdiction over the Project, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code, law or regulation in effect at the time the Work is performed, except as may be otherwise specifically stated herein.

- 23.2. For the purpose of evaluation, the Bidder must indicate any variance or exceptions to the stated specifications no matter how slight. Deviations should be explained in detail. Absence of variations and/or corrections will be interpreted to mean that the Bidder meets all the specifications in every respect.
- 23.3. A Contract, if awarded, will be on the basis of material and equipment described in the plans and the technical specifications without consideration of possible substitute or an "or equal" item. Whenever it is indicated that a substitute or an "or equal" item of material or equipment may be furnished or used by the Bidder if acceptable to the Owner, application for such acceptance will not be considered by the Owner until after the date of execution of the Contract. In all cases, the low Bidder shall be determined on the basis of the base bid which shall reflect the costs for the materials and equipment specified. Bidders unable to provide the specified materials and equipment shall be determined unresponsive.
- 23.4. The apparent silence of the specifications as to any detail, or the apparent omission from the Specifications of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of the specifications shall be made on the basis of this statement.
- 23.5. If before or during the performance of the Work Contractor discovers a conflict, error or discrepancy in the Contract Documents, Contractor immediately shall report same to Project Manager in writing and before proceeding with the Work affected thereby shall obtain a written interpretation or clarification from the Project Manager. Contractor shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and other information known to Contractor with the Contract Documents before commencing any portion of the Work.
- 23.6. Drawings are intended to show general arrangements, design and extent of Work and are not intended to serve as shop drawings. Specifications are separated into divisions for convenience of reference only and shall not be interpreted as establishing divisions for the Work, trades, subcontracts, or extent of any part of the Work. In the event of a discrepancy between or among the drawings, specifications or other Contract Document provisions, Contractor shall be required to comply with the provision which is the more restrictive or stringent requirement upon the Contractor, as determined by the Project Manager. Unless otherwise specifically mentioned, all anchors, bolts, screws, fittings, fillers, hardware, accessories, trim and other parts required in connection with any portion of the Work to make a complete, serviceable, finished and first quality installations shall be furnished and installed as part of the Work, whether or not called for by the Contract Documents.
- 23.7. Plans and specifications will be provided free of charge to the successful bidder upon contract award. These plans and specifications will include two copies of the executed contract (one original), two sets of full size plans, two sets of 11"x17" plans, and electronic copies on compact disk. Additional hard copies of plans and specifications may be provided with the cost charged to the successful bidder at the Town's cost to print and reproduce them. The Owner will not provide anything but complete plan sets. No individual plan sheets or specification sheets will be made.

24. EQUAL OPPORTUNITY

- 24.1. The Town of Jupiter recognizes fair and open competition as a basic tenet of public procurement. Contractors doing business with the Owner are prohibited from discriminating on the basis of race, color, creed, national origin, handicap, age or sex.

25. OCCUPATIONAL HEALTH & SAFETY

- 25.1. In compliance with Chapter 442, Florida Statutes, any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered as a result of this Bid must be accompanied by a Material Safety Data Sheet ("MSDS") which may be obtained from the manufacturer. The MSDS must include the following information:
 - 25.1.1. The chemical name and the common name of the toxic substance.
 - 25.1.2. The hazards or other risks in the use of the toxic substance including: a) The potential for fire, explosion, corrosively and reactivity; b) The known acute and chronic health effects of risk from exposure including the medical conditions which are generally recognized as being aggravated by exposure to the toxic substance; and c) The primary routes of entry and symptoms of over exposure.
 - 25.1.3. The proper precautions, handling practices, necessary personal protection equipment and other safety precautions in the use of or exposure to the toxic substances, including appropriate emergency treatment in case of exposure.
 - 25.1.4. The emergency procedure for spills, fire, disposal and first aid.
 - 25.1.5. A description in lay terms of the known specific potential health risks posed by the toxic substance intended to alert any person reading this information.
 - 25.1.6. The year and month, if available, that the information was compiled and the name, address, and emergency telephone number of the manufacturer responsible for preparing the information.
- 25.2. Bidders are required to complete and submit with their bid the Contractor Safety Qualifications Form included in the Front End Documents.
- 25.3. Contractor of Award and sub-contractors will be required to perform the Work of the Contract in accordance with the Environmental Protection Agency Risk Management Program (40 CRF 68.87) and the Occupational Safety and Health Administration's Process Safety Management Program (29 CRF 1910.119 (h)).
- 25.4. Contractor of Award, sub-contractor, and all persons performing work at the water treatment plant site under this contract shall be required to attend a mandatory safety orientation hosted by the Jupiter Water Treatment Plant staff. Contractor will be required to coordinate safety orientations with Plant staff at least one week prior to the date in which the work of each trade will be performed. It is requested that the Contractor schedule classes with subcontractor and Town Staff so as to minimize the number of times the class must be presented. Any worker on site who is found not having attended the mandatory safety training will be asked to leave the site until such safety requirement is met. It is the Contractor's responsibility to make sure all persons working on this project attends the water plant safety orientation.

26. AUDIT RIGHTS

- 26.1. The Owner reserves the right to audit the records of the successful Bidder for the commodities and/or services provided under the Contract at any time during the performance and term of the Contract and for a period of five (5) years after completion and acceptance by the Owner. If required by the Owner, the successful Bidder agrees to submit to an audit by an independent certified public accountant selected by the Owner. The successful Bidder shall allow the Owner to inspect, examine and review the records of the successful Bidder in relation to this Contract at any and all times during normal business hours during the term of the Contract.
- 26.2. The Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this Contract and in furtherance thereof may demand and obtain records and testimony from the Contractor and its subcontractors and lower tier subcontractors. The Contractor understands and agrees that in addition to other remedies and consequences provided by law, the failure of the Contractor or its subcontractors or lower tier subcontractors to fully cooperate with the Office of Inspector General of Palm Beach County when requested may be deemed by the municipality to be a material breach of this contract justifying its termination. The Office of Inspector General in Palm Beach County is established by Palm Beach County Code, Section 2-421 - 2-440. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 – 2-440, and be punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

27. CONFLICT OF INTEREST

- 27.1. The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. Bidders must disclose with their Bid the name of any officer, director, partner, proprietor, associate or agent who is also a public officer or employee of the Owner or any of its agencies. Further, all Bidders must disclose the name of any public officer or employee of the Owner who owns, directly or indirectly, an interest of five percent (5%) or more in the Bidder's firm or any of its branches or affiliate companies.

28. SPECIAL LEGAL REQUIREMENTS

28.1. PUBLIC RECORDS

- 28.1.1. This Agreement is subject to and governed by the laws of the State of Florida, including without limitation Chapter 119, Florida Statutes, which generally makes public all records or other writings made by or received by the parties. The Contractor acknowledges its legal obligation to comply with § 119.0701, Florida Statutes.
- 28.1.2. A request to inspect or copy public records relating to a public agency's contract for services must be made directly to the public agency. If the public agency does not possess the requested records, the public agency shall immediately notify the contractor of the request, and the contractor must provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.
- 28.1.3. If a contractor does not comply with the public agency's request for records, the public agency shall enforce the contract provisions in accordance with the contract.
- 28.1.4. A contractor who fails to provide the public records to the public agency within a reasonable time may be subject to penalties under s. 119.10.

28.1.5. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 561-741-2270, JENNIFERT@JUPITER.FL.US, OR 210 MILITARY TRAIL, JUPITER, FL 33458.

28.2. OFFER EXTENDED TO OTHER GOVERNMENTAL ENTITIES

28.2.1. The Town of Jupiter encourages and agrees to the successful bidder extending the pricing, terms and conditions of this solicitation or resultant contract to other governmental entities at the discretion of the successful bidder.

28.3. CONE OF SILENCE, Sec. 2-355. Cone of Silence

28.3.1. Cone of silence means a prohibition on any communication, except for written correspondence, regarding a particular request for proposal, request for qualification, bid, or any other competitive solicitation between:

28.3.1.1. Any person or person's representative seeking an award from such competitive solicitation; and

28.3.1.2. Any county commissioner or commissioner's staff, any member of a local governing body or the member's staff, a mayor or chief executive officer that is not a member of a local governing body or the mayor or chief executive officer's staff, or any employee authorized to act on behalf of the commission or local governing body to award a particular contract.

28.3.2. For the purposes of this section, a person's representative shall include but not be limited to the person's employee, partner, officer, director, consultant, lobbyist, or any actual or potential subcontractor or consultant of the person.

28.3.3. The cone of silence shall be in effect as of the deadline to submit the proposal, bid, or other response to a competitive solicitation. The cone of silence applies to any person or person's representative who responds to a particular request for proposal, request for qualification, bid, or any other competitive solicitation, and shall remain in effect until such response is either rejected by the county or municipality as applicable or withdrawn by the person or person's representative. Each request for proposal, request for qualification, bid or any other competitive solicitation shall provide notice of cone of silence requirements and refer to this article.

28.3.4. The provisions of this article shall not apply to oral communications at any public proceeding, including pre-bid conferences, oral presentations before selection committees, Contract negotiations during any public meeting, presentations made to the board or local municipal governing body as applicable, and protest hearings. Further, the cone of silence shall not apply to contract negotiations between any employee and the intended awardee, any dispute resolution process following the filing of a protest between the person filing the protest and any employee, or any written correspondence at any time with any employee, county commissioner, member of a local municipal governing body, mayor or chief executive officer that is not a member of the local municipal governing body, or advisory board member or selection committee member, unless specifically prohibited by the applicable competitive solicitation process.

- 28.3.5. The cone of silence shall not apply to any purchases made in an amount less than the competitive bid threshold set forth in the county purchasing ordinance (County Code, chapter 2, article III, division 2, part A, section 2-51 et seq.) or municipal ordinance as applicable.
- 28.3.6. The cone of silence shall terminate at the time the board, local municipal governing body, or a county or municipal department authorized to act on behalf of the board or local municipal governing body as applicable, awards or approves a contract, rejects all bids or responses, or otherwise takes action which ends the solicitation process.
- 28.3.7. Any contract entered into in violation of the cone of silence provisions in this section shall render the transaction voidable.

29. OPEN END CONTRACT

- 29.1. No guarantee is expressed or implied as to the total quantity of commodities/services to be purchased under any open end Contract. Estimated quantities will be used for Bid comparison purposes only. The Owner reserves the right to issue Work Orders as and when required for proposed work for any or all bid items or any combination thereof. Work under this Contract is subject to fiscal appropriation by the Jupiter Town Council in either or both the Town's Community Investment Program (CIP) and fiscal year operating budgets. Estimated funding budgets anticipated being available for the initial contract term and subsequent renewals are provided in the table below.

29.1.1. The Town's fiscal calendar runs from October 1st through September 30th.

- 29.2. The Owner reserves the right to purchase commodities/services specified herein through contracts established by other governmental agencies or through separate procurement actions due to unique or special needs. If an urgent delivery is required within a short period than the delivery time specified in the Contract, and if the seller is unable to comply therewith, the Owner reserves the right to obtain such delivery from others without penalty or prejudice to the Owner or to the Bidder.
- 29.3. The initial term of the Contract will be 435 calendar days from the date of Notice to Proceed. Owner and Contractor may agree to renew the Contract in one (1) year (365 days) increments for a total of two (2) consecutive additional years, in accordance with the Town of Jupiter's Purchasing Policy and the terms of the original Contract. Renewals will be in writing by change order to the Contract and are subject to the same terms, conditions, and unit pricing set forth in the initial Contract and any written amendments/change orders signed by both parties (Owner and Contractor). No compensation shall be made for costs associated with renewal of the Contract. Renewals are contingent upon satisfactory performance evaluations by the Owner and subject to the availability of fiscal year funding approved by the Jupiter Town Council. Contractor may elect not to extend the Contract with 90 days written notice to Owner. Owner is not obligated to extend the Contract.

Regardless of anything to the contrary, this Contract may be terminated by the Owner at any time and for any reason. Further, the Contractor agrees that it will not be entitled to any claims and/or damages resulting from such termination, including, but not limited to, lost profits, direct or indirect damages, and consequential special or punitive damages.

28.4 EMPLOYMENT ELIGIBILITY REQUIREMENTS (E-VERIFY REGISTRATION AND USE)

- 29.4.1 Provisions for employment eligibility under Section 448.095 F.S. (Florida Statutes) shall apply to all contractors, and subcontractors performing Work, providing supplies, or providing services under this Contract.

- 29.4.2 Bidders are responsible to review Section 448.095 F.S. in its entirety and ensure that all obligations of the Statute are complied with.
- 29.4.3 Bidder shall register and use the E-Verify system as required by Section 448.095 F.S. and require their subcontractors and suppliers to do the same
- 29.4.4 The Apparent Successful Bidder shall provide Owner with any information or documentation necessary for compliance with the E-Verify requirements of Section 448.095 F.S. as requested in writing by Owner.
- 29.4.5 Pursuant to Section 448.095, Florida Statutes, beginning January 1, 2021, Contractor shall register with and use the U.S. Department of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the work authorization status of all Contractor employees hired on and after January 1, 2021.
- 29.4.6 Subcontractors -
- (i) Contractor shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement.
 - (ii) Contractor shall obtain from all such subcontractors an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined in section 448.095, Florida Statutes. (Refer to Bid Proposal forms in the Front Ends)
 - (iii) Contractor shall provide a copy of all subcontractor affidavits to the Town upon receipt and shall maintain a copy for the duration of the Agreement.
- 29.4.7 Contractor must provide evidence of compliance with Section 448.095, Florida Statutes. Evidence shall consist of an affidavit from the Contractor (refer to Bid Proposal forms) stating all employees hired on and after January 1, 2021 have had their work authorization status verified through the E-Verify system and a copy of their proof of registration is in the E-Verify system.
- 29.4.8 Failure to comply with this provision is a material breach of the Agreement, and shall result in the immediate termination of the Agreement without penalty to the Town. Contractor shall be liable for all costs incurred by the Town to secure a replacement Agreement, including but not limited to, any increased costs for the same services, any costs due to delay, and rebidding costs, if applicable.

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Anticipated Estimated Funding
Town of Jupiter Utilities
Floridan Well Rehabilitation Program (W2407)

Year	Project Description	Estimated Value
Initial Term	Well Rehabilitation & Investigation (CIP)	\$150,000
	Well Mechanical Repairs & Replacements (Operating, R&M)	\$100,000
	Unanticipated Emergency Repairs	\$100,000
	Initial Term Estimated Total	\$350,000
1 st Renewal	Well Rehabilitation & Investigation (CIP)	\$150,000
	Well Mechanical Repairs & Replacements (Operating, R&M)	\$100,000
	Unanticipated Emergency Repairs	\$100,000
	1st Renewal Term Estimated Total	\$350,000
2 nd Renewal	Well Rehabilitation & Investigation (CIP)	\$150,000
	Well Mechanical Repairs & Replacements (Operating, R&M)	\$100,000
	Unanticipated Emergency Repairs	\$100,000
	2nd Renewal Term Estimated Total	\$350,000
	Estimated Total Contract	\$1,050,000

END OF INSTRUCTIONS TO BIDDER

Bid Proposal

Bidding Company Name: All Webbs Enterprises, Inc.

Town of Jupiter Utilities
210 Military Trail
Jupiter, FL 33458

Gentlemen:

The undersigned, as Bidder, hereby declares that the only Persons, company, or parties interested in the Proposal or the Contract to be entered into, as principals, are named herein; and that this Proposal is made without connection with any other person, company, or parties making a Bid or Proposal; and that it is in all respects fair and in good faith without collusion or fraud.

That the Bidder has carefully and to his full satisfaction examined the attached Instructions to Bidders, General Conditions, Supplementary Conditions, detailed Specifications, and Form of Contract and Bond, together with the accompanying plans, and that Bidder has read all addenda issued prior to the opening of Bids; and that Bidder has fully examined the site and the project documents and hereby agrees to furnish, unless otherwise provided, all implements, machinery, equipment, transportation, tools, materials, supplies, labor and other things necessary to the prosecution and completion of the work, to wit:

Furnish all permits, labor, equipment and materials necessary to investigate, rehabilitate, and/or maintain Upper Floridan Aquifer (UFA) production wells for the Town of Jupiter (OWNER), located in Jupiter, Florida. The work as specified includes, but is not limited to permitting; mobilization; removal of portions of the existing wellhead; removal of the drop pipe, and appurtenances; well kill(s) as required; down-hole video and geophysical logging under static and flowing conditions; plumbness and alignment testing of existing well casings, acid treatment of the completion interval; removal and treatment of the residual spent acid water; purging of the well, flow testing, formation water treatment and disposal system (including temporary piping and pumps); reinstallation of the pump, drop pipe, wellhead ready for service; well facility disinfection, purging and bacteriological clearance; demobilization and restoration of well sites; and completion of all required work to the extent the well facility has been successfully rehabilitated, returned to service and accepted by the OWNER based on the intent of the contract documents. Additional well maintenance and rehabilitation activities may also include miscellaneous welding, mechanical repairs, and all other incidentals as outlined on the bid documents and all appurtenances necessary to complete the Work based on the intent of the contract documents.

It is proposed that the project herein described shall be constructed for the Unit Prices as follows, all in accordance with the requirements and provisions of the Contract Documents.

Bid Schedule of Values
Floridan Aquifer Well Rehabilitation Program (W2407)

The following schedule of bid items has been developed to allow the Town to equitably evaluate bids. Individual bid item unit costs will be used to establish the total cost of each scope of work developed to rehabilitate, investigate and/or maintain wells; work orders will be issued as authorization to proceed with the various scopes of work to be completed under this Contract. Town does not guarantee that estimated quantities shown will be utilized in full, or at all. The Town may utilize some or all of these bid items for each scope of work, as the Town deems necessary.

Item No.	Item Description	Unit	Estimated Quantity	Unit Price	Extended Value
1	General Conditions <u>4.0</u> % of Total Bid Price* (Maximum Allowable 10%)	LS	1	\$ <u>17,000</u>	\$ <u>17,000.00</u>
2	Mobilization/Demobilization <u>2.6</u> % of Total Bid Price* (Maximum Allowable 8%)	LS	1	\$ <u>11,000</u>	\$ <u>11,000.00</u>
3	Bonds and Insurance (Maximum Allowable 3%)	LS	1	\$ <u>12,000</u>	\$ <u>12,000.00</u>
4	Indemnification	LS	1	\$ <u>100.00</u>	\$ <u>100.00</u>
5	Complete Removal and Re-installation of Wellhead	Each	7	\$ <u>12,500</u>	\$ <u>87,500.00</u>
6	Perform Downhole Video Log	Each	5	\$ <u>5,000</u>	\$ <u>25,000.00</u>
7	Perform Complete Geophysical Logging	Each	3	\$ <u>7,500</u>	\$ <u>22,500.00</u>
8	Perform Plumbness and Alignment Testing	Each	4	\$ <u>1,500</u>	\$ <u>6,000.00</u>
9	Complete Setup, Placement and Removal for Full Strength Acidization	Each	1	\$ <u>35,000</u>	\$ <u>35,000.00</u>
10	Complete Setup, Placement and Removal for Blended Acidization	Each	1	\$ <u>35,000</u>	\$ <u>35,000.00</u>
11	Furnish Well Acid	Gallon	20,000	\$ <u>4.00</u>	\$ <u>80,000.00</u>
12	Pump Develop Well	Hour	40	\$ <u>300</u>	\$ <u>12,000.00</u>
13	Pump Testing	Hour	20	\$ <u>500</u>	\$ <u>10,000.00</u>
14	Modify Discharge Piping with 6-inch Stainless Steel Blow-off	LS	1	\$ <u>4,000</u>	\$ <u>4,000.00</u>
15	Well Facility Disinfection	Each	7	\$ <u>2,750</u>	\$ <u>19,250.00</u>
16	Bacteriological Sampling and Testing	Each	7	\$ <u>0</u>	\$ <u>0.00</u>

Bid Schedule of Values (Continued)
Floridan Aquifer Well Rehabilitation Program (W2407)

Item No.	Item Description	Unit	Estimated Quantity	Unit Price	Extended Value
17	Site Restoration	Each	3	\$ 5,000	\$ 15,000.00
18	Certified Welding Services	Hour	10	\$ 150	\$ 1,500.00
19	Licensed Electrician Services	Hour	10	\$ 200	\$ 2,000.00
20	Extra work by Rehabilitation Crew (Foreman and one Crew Member) with Equipment	Hour	10	\$ 350	\$ 3,500.00
21	Extra work by Rehabilitation Crew (Foreman and one Crew Member) without Equipment	Hour	10	\$ 200	\$ 2,000.00
22	Standby Time with Rehabilitation Equipment and Crew On-Site	Hour	10	\$ 350	\$ 3,500.00
23	Standby Time with Rehabilitation Equipment On-Site and Crew Off-Site	Hour	10	\$ 10	\$ 100.00
24	Unidentified Parts Allowance	LS	1	\$ 20,000.00	\$ 20,000.00

Total Bid Price: (Item Nos. 1-24) = \$ 423,950.00

*Bidder shall indicate the percentage (%) in the blank provided on the Bid Form for Pay Items 1 and 2
Refer to Section 01025 Measurement and Payment of the technical specifications for additional detail for all Pay Items

Total Bid Price (Items 1-24) in Words: Four hundred twenty three thousand nine hundred fifty dollars and zero cents

(The Total Bid Price is to be written in numerical figures above. In case of discrepancies or errors, the unit price bid item shall govern and the corrected Total Bid Amount shall be calculated as such.)

MUST CHECK ONE OF THE FOLLOWING:

BACTERIOLOGICAL CLEARANCE LABORATORY

- ☐ Approved State Department of Health Laboratory (DOH Certified)
- ☒ Town of Jupiter Utilities Laboratory (DOH Certified) - Use of Town of Jupiter Water System Lab will result in no charge for Item No. 16 on the Schedule of Values.

END OF BID SCHEDULE OF VALUES.

List of Subcontractors/Suppliers

The Bidder shall list below the name and the location of the place of business of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the Work or improvement, or a subcontractor licensed by the State who, under subcontract to the prime contractor, specially fabricates and installs a portion of the Work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of two percent (2%) of the prime contractor's total bid. Failure to comply with this requirement may render the Bid non-responsive and may cause its rejection. If Prime Contractor will self-perform any of the work listed below it shall be indicated as self-perform under Subcontractor License Number.

[illegible]

Note: Provide licenses, certifications, experience, E-Verify and qualification forms for those subcontractors listed above. Attach additional pages as needed.

Qualification Requirements

(Complete these pages entirety and include with Bid. Attach copies of applicable Licenses)

THE UNDERSIGNED GUARANTEES THE TRUTH AND ACCURACY OF ALL STATEMENTS AND ANSWERS HEREIN CONTAINED:

- A. Any information for which OWNER cannot corroborate is grounds for rejection of Bid. (Use additional sheets as needed to provide the required information.)

1. State the numbers of years your organization has been doing business in the State of Florida:

39

2. State the location of the office from which this Contract will be managed.

309 Commerce Way, Jupiter, FL 33458

3. State the number of employees available to complete the work contemplated by this contract.

AWE has ~45 employees. We have ~10 whom specialize in well rehabilitation work and management of such projects.

4. State Name and years of experience of Bidder's Project Manager to be assigned to this Project. Provide the proposed Project Manager's experience for at least four (4) similar projects within the past five (5) years. Provide information as to the role of the individual for the stated previous projects and his/her intended role for this Contract. Provide reference contact information for Project Manager on previous projects listed. If in Owner's opinion the proposed Project Manager is not qualified to act at Project Manager for this Contract based on the information presented by the Bidder and Owner's verification of references, Bidder shall propose another Project Manager. Owner and Bidder shall agree on the Project Manager for this Contract before the Contract is awarded.

Project Manager's Name: Mike Black

Years of Experience in this type of work: 23

Years of Experience as a Project Manager in this type of work: 10

5. Only Bidders who are qualified and have completed at least four (4) similar projects over the last five (5) years or equivalent experience as determined by the Town to be in the Town's sole best interest will be considered for award.

NOTE: In order to be deemed acceptable for the purpose of determining Bidder Qualification, similar projects shall be listed below and have all information completed (blanks correctly filled in) including contact names and telephone numbers of both the Owner and Engineer.

Names and experience of Major Subcontractors (proposed to perform 2% or more of the work of this contract) to be used on this project shall also be included in the Bid Proposal Package. Copy this form and attach additional pages as needed. Provide Four (4) similar projects for major subcontractors.

Qualification Requirements (Continued)

As Bidder, we certify the following:

(1) NAME & LOCATION OF PROJECT: South District Waste Water Treatment Plan P&A UFA Wells
and Replacement UFA Wells - Miami Dade WASD South District

VALUE AND SCOPE OF WORK: \$4.99M
Replacement of wellhead, plug and abandonements and new well construction for multiple
Floridan aquifer wells.

BIDDER WAS: ☒ PRIME CONTRACTOR ☐ PRIME CONTRACTOR (CHECK ONE)

NAME OF BIDDER'S PROJECT MANAGER: David Webb, Jr.

DATE OF NOTICE TO PROCEED/CONTRACT START: 2020

OWNER OF PROJECT: Miami Dade WASD

OWNER CONTACT NAME: Sonia Villamil

OWNER PHONE NUMBER: (786) 552-8234

OWNER ADDRESS:
3575 S Le Jeune Rd, Miami, FL 33133

ADDITIONAL INFORMATION: In addition to well construction, many testing procedures
are the same as in the SOW for this bid.

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Qualification Requirements (Continued)

(2) NAME & LOCATION OF PROJECT: Construction and Testing and Upper Floridan Aquifer Wells F-2
and Test Well - Miami

VALUE AND SCOPE OF WORK: \$4.2M

Construction and Testing of two UFA wells; included acidization, pump testing, logging and wellheads

BIDDER WAS: ☒ PRIME CONTRACTOR ☐ PRIME CONTRACTOR (CHECK ONE)

NAME OF BIDDER'S PROJECT MANAGER: David Webb, Jr.

DATE OF NOTICE TO PROCEED/CONTRACT START: 2019

OWNER OF PROJECT: Florida Power & Light Co. - Turkey Point

OWNER CONTACT NAME: Raul Febre

OWNER PHONE NUMBER: (786) 243-4231

OWNER ADDRESS:

Palm Drive, Florida City, FL

ADDITIONAL INFORMATION: In addition to well construction, many testing procedures

are the same as in the SOW for this bid.

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Qualification Requirements (Continued)

(3) NAME & LOCATION OF PROJECT: Gulfstream Floridan Aquifer Well F-1 - Gulfstream, FL

VALUE AND SCOPE OF WORK: \$1.3M

Construction and testing of an Upper Florida Aquifer supply well; included development, pump testing, logging, acidization and wellhead.

BIDDER WAS: ☒ PRIME CONTRACTOR ☐ PRIME CONTRACTOR (CHECK ONE)

NAME OF BIDDER'S PROJECT MANAGER: David Webb, Jr.

DATE OF NOTICE TO PROCEED/CONTRACT START: 2021

OWNER OF PROJECT: Gulf Stream Golf Club

OWNER CONTACT NAME: Ryan Swilley

OWNER PHONE NUMBER: (561) 278-3993

OWNER ADDRESS:

2401 N Ocean Blvd, Delray Beach, FL 33483

ADDITIONAL INFORMATION: In addition to well construction, many testing procedures

are the same as in the SOW for this bid.

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Qualification Requirements (Continued)

(4) NAME & LOCATION OF PROJECT: Upper Floridan Aquifer (UFA) Well Rehabilitation - Palm Beach
County (Belle Glade), FL

VALUE AND SCOPE OF WORK: \$1.9M

Rehabilitation of 8 UFA wells; included removal/installation of heads, column pipe, pumps/motors
downhole videos, logging, performance testing, acidization, back plugging, disinfection, well clearance, etc.

BIDDER WAS: ☒ PRIME CONTRACTOR ☐ PRIME CONTRACTOR (CHECK ONE)

NAME OF BIDDER'S PROJECT MANAGER: Mike Black

DATE OF NOTICE TO PROCEED/CONTRACT START: 2021

OWNER OF PROJECT: Palm Beach County Water Utilities District

OWNER CONTACT NAME: Diana Rivera

OWNER PHONE NUMBER: (561) 493-6113

OWNER ADDRESS:

8100 Forest Hill Blvd., West Palm Beach, FL

ADDITIONAL INFORMATION: Project included all scopes of work for rehabilitation and
maintenance for multi-year / multiple upper Florida aquifer water supply wells

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Proposal (Continued)

If awarded the Contract, the undersigned agrees to execute the attached Agreement/Contract within fifteen (15) calendar days from the date set forth in the Notice of Award and to fully complete all necessary work within the time limits specified below after date of written Notice to Proceed, with such extensions of time as are provided for in the General Conditions.

Substantial Completion:	405 calendar days from Notice to Proceed
Final Completion:	435 calendar days from Notice to Proceed

The undersigned understands the Contract time starts on the date of Notice to Proceed.

There is enclosed a bid guarantee consisting of five percent (5%) of bid price.

The undersigned agrees that all bid documents issued for this project, including addenda, have been reviewed and site visits performed, as necessary to provide a comprehensive bid.

The undersigned acknowledges receipt of 2 (insert number) Addenda for this project.

The undersigned furthermore agrees that, in case of failure on undersigned's part to sign said contract and provide required bonds, power of attorney's, and insurance within (15) days after receipt of a Notice of Intent to Award or a Notice of Award, whichever comes first, the check, bond, or other security accompanying undersigned's Bid and the money payable thereon, shall become the property of the Town, by forfeit as agreed and liquidated damages; otherwise the check or bond accompanying undersigned's Bid shall be returned to the undersigned.

The undersigned acknowledges that payments made by the Town of Jupiter will be made via electronic funds transfers (EFT) and vendor will provide the Town of Jupiter with the information required to make EFT payments.

The undersigned, if awarded the contract, agrees to furnish at time of signing the contract, a payment bond and a performance bond, each in the amount of 100% of the contract value as set forth in "Instructions to Bidders".

The undersigned is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this contract and in furtherance thereof may demand and obtain records and testimony from the contractor and its subcontractors and lower tier subcontractors. The contractor understands and agrees that in addition to other remedies and consequences provided by law, the failure of the contractor or its subcontractors or lower tier subcontractors to fully cooperate with the Inspector General when requested may be deemed by the municipality to be a material breach of this contract justifying its termination.

The undersigned states that this bid proposal is the only proposal for this project in which he is interested and certifies that all of the information provided in this bid proposal is true and correct.

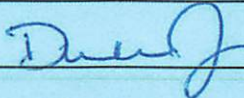
SUBMITTAL DATE 8/8/2023

FIRM NAME All Webbs Enterprises, Inc.

BUSINESS ADDRESS 309 Commerce Way, Jupiter, FL 33458

BUSINESS TELEPHONE (561) 746-2079

FIRM'S FEIN 59-2418764

SIGNATURE OF RESPONSIBLE OFFICIAL 

PRINT NAME AND TITLE David Webb, Jr. - Vice President

EMAIL ADDRESS OF RESPONSIBLE OFFICIAL davidwebbjr@allwebbs.com

STATE OF INCORPORATION Florida

FULL NAMES AND ADDRESSES OF PERSONS OR PARTIES INTERESTED IN THE FOREGOING BID, AS PRINCIPALS:

David Webb, Sr. - President / David Webb, Jr. - Vice President / Deborah Webb - Secretary

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Contractor Safety Qualifications/Requirements

1. APPLICABILITY

Any contractors performing maintenance, repair, turnaround, major renovations, or specialty work on or adjacent to the hazardous chemical process at the Jupiter Water Treatment plant is subject to the contractor safety requirements of the Environmental Protection Agency Risk Management Program (40 CRF 68.87) and the Occupational Safety and Health Administration's Process Safety Management Program (29 CRF 1910.119(h)).

CONTRACTOR SHALL SUBMIT A COMPLETED COPY OF THE ATTACHED "CONTRACTOR SAFETY QUALIFICATION FORM" WITH THEIR BID. FAILURE TO INCLUDE THIS FORM WITH THE BID IS GROUNDS FOR DISQUALIFICATION.

2. OWNER RESPONSIBILITY

(A) Selecting a Contractor:

1. When selecting a contractor, obtain and evaluate information regarding the contractor's safety program.

(B) Informing a Contractor:

1. Inform the contractor of the known potential fire, explosion, or toxic release hazards related to the contractor's work and regulated process.
2. Explain to the contractor the applicable provisions of the facilities emergency response program (i.e. alarms, evacuation routes, etc.)
3. Inform the contractor of the facility's safe work practices of operations such as:
 - Confined space entry
 - Equipment/line opening
 - Lockout/tagout Program
 - Control over entry into regulated (i.e. hazardous) process areas
 - Hot Work Permit

(C) Evaluating a Contractor's Performance

1. Evaluate the contractor's performance in fulfilling their requirements under this regulation.

3. CONTRACTOR RESPONSIBILITY

- (A) Assure that each of the contractor's employee's is trained in the work practices to safely perform his/her job, and to document that each employee understood the training. This documentation will include the name of employee, date of the training, and means used to verify that the employee understood the training.
- (B) Assure that each of the contractor's employees are instructed in the known potential fire, explosion, or toxic release hazards related to his/her job and the process, and the applicable provisions of the emergency response plan.

- (C) Assure that Contractor's employees and subcontractor's/laborers attend the WTP safety orientation and follow the facility's safety rules including safe work practices such as control over entry into hazardous chemical process areas, lockout/tagout, equipment/line opening, confined space safety, and hot work permit.
- (D) Advise the facility owner of any unique hazard presented by the contractor's work, or of any hazards found by the contractor.
- (E) Obtain and evaluate information pertaining to subcontractor's safety programs.
- (F) Assure that subcontractor's and laborers are trained in their work practice to safely perform their jobs.

4. CONTRACTOR SUBMITTALS

(A). Training Certification

Prior to the commencement the contractor shall certify in writing to the Owner that those employees involved in work on or around the hazardous chemical process at the Jupiter Water Treatment Plant have successfully completed training in accordance with 40 CFR 68.87(c) and 29 CFR 1910.119(h)(3).

(B). Records Maintenance

The Contractor shall maintain a record of those employees who successfully completed the above training. These records must include the following information:

- Name of the employee
- Contents of training
- Date of training
- Means used to verify that the employee understood the training

(C). Additional Responsibilities

1. Contractor must immediately inform the Owner of all contract employee injuries or illness resulting from work performed on or around and hazardous chemical process.
2. Contractor must immediately inform the Owner of any injuries resulting from any work at the facility.
3. Contractor employees, subcontractors, and laborers must participate in a mandatory on-site safety orientation conducted by the Owner before work begins. It is the Contractor's responsibility to schedule these meetings with the Owner, and it is the Contractor's responsibility to ensure all persons working on the Water Treatment Plant site under this contract have attended the mandatory on-site safety orientation. Failure to do so will result in removal of those persons who have not received the training from the job site until such time as the training is obtained.

Contractor Safety Qualification Form

SECTION 1: COMPANY INFORMATION			
Company Name: All Webbs Enterprises, Inc.			
Address 1: 309 Commerce Way			
Address 2:			
City, State, Zip: Jupiter, FL 33458			
Telephone No.: (561) 746-2079			
Fax No.: (561) 746-4199			
SECTION 2: NAME(S) AND RELATIONSHIPS OF PARENT COMPANY, AFFILIATES, SUBSIDIARIES, PARTNERS			
Company Name: All Webbs Enterprises, Inc.			
Address: 309 Commerce Way			
City, State, Zip: Jupiter, FL 33458			
Relationship: Same			
Company Name: No other names or parent companies			
Address:			
City, State, Zip:			
Relationship:			
SECTION 3: INSURANCE COVERAGE			
3.1 Please attach certificates showing the extent of coverage, exclusions and deductibles for the following:			
- General Business Liability Insurance - Professional Liability Insurance - Contractors Pollution Liability Insurance - Workman's Compensation Insurance			
3.2 How long have you been covered by your current provider of Workman's Compensation Insurance?			
6 years			
3.3 List the Experience Modification Ratio (EMR) that has been applied to your company's workman's compensation insurance policy for the past five years:			
Year	Intrastate EMR	Interstate EMR	Comments
2023-2024	1.17		
2022-2023	1.28		
2021-2022	1.39		
2020-2021	1.12		
2019-2020	1.00		

Contractor Safety Qualification Form (Continued)

3.4 List the contact information for an insurance broker who can verify your EMR's:

Name: Danae Bahamondes - Insurance Office of America (IOA)

Address 1: 1200 University Blvd., STE 200

Address 2:

City, State, Zip: Jupiter, FL 33458

Telephone No.: 561.776.0660

If you do not have an EMR, please explain:

SECTION 4: INJURY AND FATALITY INFORMATION

4.1 Please transfer the numbers and rates of injuries and illnesses from your firm's OSHA No. 200 Logs to the table below:

Statistic	Year: <u>2022</u>		Year: <u>2021</u>		Year: <u>2020</u>	
	No.	Rate	No.	Rate	No.	Rate
Lost Workday Cases	0		0		1	
Restricted Workday Cases	0		0		1	
Medical Treatment (not First Aid) Cases	0		1		2	
Total Illness Cases	0		0		0	
Total Recordable Cases	0		0		1	
Fatalities	0		0		0	

4.2 If your company has had fatalities in the past three years include location, cause and corrective actions in the space below:

Contractor Safety Qualification Form (Continued)

SECTION 5: SAFETY MEETINGS

5.1 Do you require that *documented* safety meetings be held for:

- Field Supervisors? ☒ Yes ___ No Frequency: Weekly or New Work Scope
- Employees? ☒ Yes ___ No Frequency: Weekly or New Work Scope
- New Hires? ☒ Yes ___ No Frequency: Weekly or New Work Scope
- Subcontractors? ☒ Yes ___ No Frequency: Weekly or New Work Scope

SECTION 6: SAFETY AUDITS

6.1 Will a representative of your company audit safety practices on this job?

☒ Yes ___ No

Name: Mike Black Title: PM / VP

How frequently will the representative visit the project site? Weekly

SECTION 7: HEALTH AND SAFETY PROGRAM

7.1 Does the company have a health and safety program? If yes, please give details below. (The contractor is encouraged to attach a copy of the program to satisfy this requirement).

Yes - Attached

7.2 Please give the name and telephone number of your company's health and safety officer, if any:

Name: David Webb, Jr. Title: Vice President

Telephone No.: (561) 746-2079

SECTION 8: HEALTH AND SAFETY CITATIONS

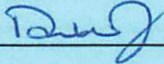
8.1 Attach a list of any State or Federal Health and Safety citations received during the past three years.

None

SECTION 9: SIGNATURE OF COMPANY OFFICER

I certify that to the best of my knowledge, information, and belief formed after reasonable inquiry, the information submitted is true, accurate, and complete.

Name (print): David Webb, Jr. Title: Vice President

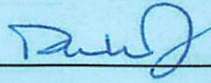
Signature:  Date: 8/4/2023

Contractor E-Verify Affidavit

I hereby certify that All Webbs Enterprises, Inc. [insert contractor company name] does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with Section 448.095, Florida Statutes.

All employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system.

A true and correct copy of All Webbs Enterprises, Inc. [insert contractor company name] proof of registration in the E-Verify system is attached to this Affidavit.



Print Name: David Webb, Jr.

Date: 8/4/2023

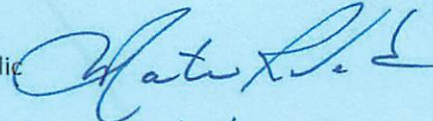
STATE OF FLORIDA

COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me by means of/physical presence or / online notarization, this 8/4/2023 (date) by David Webb, Jr. - Vice President (name of officer or agent, title of officer or agent) of All Webbs Enterprises, Inc. (name of contractor company acknowledging), a Florida (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced (type of identification) as identification.

[Notary Seal]

Notary Public



Martine Rivard

Name typed, printed or stamped

My Commission Expires: 6/3/2024



MARTINE RIVARD
Notary Public
State of Florida
Comm# HH006338
Expires 6/3/2024

Subcontractor E-Verify Affidavit

I hereby certify that _____ [insert subcontractor company name] does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with, section 448.095, Florida Statutes.

All employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system.

A true and correct copy of _____ [insert subcontractor company name] proof of registration in the E-Verify system is attached to this Affidavit.

Print Name: _____

Date: _____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of/physical presence or / online notarization, this _____ (date) by _____ (name of officer or agent, title of officer or agent) of _____ (name of contractor company acknowledging), a _____ (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ (type of identification) as identification.

[Notary Seal]

Notary Public

Name typed, printed or stamped

My Commission Expires:

Sworn Statement

PURSUANT TO SECTION 287.133(3)(a), FLORIDA STATUTES,
ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to Town of Jupiter
[print name of the public entity]

by David Webb, Jr. - Vice President
[print individual's name and title]

for All Webbs Enterprises, Inc.
[print name of entity submitting sworn statement]

whose business address is 309 Commerce Way, Jupiter, FL 33458

and (if applicable) its Federal Employer Identification Number (FEIN) is:
59-2418764

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn Statement: _____.)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
1. A predecessor or successor of a person convicted of a public entity crime: or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term affiliate includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(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.
6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. [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 the management of the entity, nor any affiliate of the entity, has 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 its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the 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.

___ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the 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. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in public interest to place the entity submitting this sworn statement on the convicted vendor list.

[attach a copy of the final order]

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED, I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

[Signature]
[signature]

Sworn to and subscribed before me this 4th day of August, 2023

Personally known X

OR Produced identification _____ Notary Public – State of Florida

My commission expires 6/3/2024

Martine Rivard
(Printed typed or stamped commissioned name notary public)



Trench Safety

Bidder acknowledges that included in the various items of the proposal and in the Total Bid Price are costs for complying with the Florida Trench Safety Act (90-96, Laws of Fla.) effective October 1, 1990. The bidder further identifies the costs to be summarized below.

TRENCH SAFETY MEASURE EXTENDED (DESCRIPTION)	UNITS OF MEASURE (LF, SY)	UNIT (QUANTITY)	UNIT COST	COST
---	---------------------------------	--------------------	--------------	------

- A. No trenching anticipated in the work
- B. If necessary \$1 / ft.
- C. _____
- D. _____

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

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Bid Bond

KNOW ALL MEN BY THESE PRESENTS:

That we, All Webb's Enterprises, Inc. (hereinafter called the Principal), and Swiss Re Corporate Solutions America Insurance Corporation (hereinafter called the Surety), a Corporation chartered and existing under the laws of the State of Missouri with its principal offices in the City of Kansas City, MO and authorized to do business in the State of Florida, and the Town of Jupiter, and having an Agent resident therein, such Agent and Company acceptable to the Town of Jupiter, are held and firmly bound unto the Town of Jupiter (hereinafter called Owner), in the sum of Five Percent of the Amount of the Bid Dollars (^{5% of the} ~~\$bid amount~~), good and lawful money of the United States of America, to be paid upon demand of the said Owner, to which payment well and truly to be made we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally and firmly by these presents.

WHEREAS; the above bounded Principal contemplates submitting or has submitted a proposal to the said Owner for furnishing all necessary labor, materials, equipment, machinery, tools, apparatus, services, all State Workmen's Compensation, and Unemployment Compensation Taxes Incurred in the performance of the contract, and means of transportation for:

**FLORIDA WELL REHABILITATION PROGRAM (W2407)
FOR THE TOWN OF JUPITER UTILITIES
JUPITER, FLORIDA**

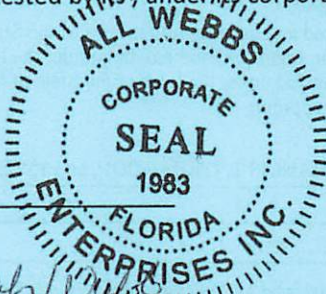
for said Owner, and;

WHEREAS; the Principal desires to file this Bond in accordance with law, in lieu of a certified Bidder's check otherwise required to accompany this Proposal in the amount of five percent (5%) of the base bid.

NOW THEREFORE, the conditions of this obligation are such that if the Proposal be accepted the Principal shall within fifteen (15) days after receipt of notification of the acceptance thereof, execute a contract in accordance with the Proposal and upon the terms, conditions and price set forth therein, in the form and manner required by the Owner and execute sufficient and satisfactory Performance Bond payable to the Town of Jupiter, Florida each in an amount of one hundred percent (100%) of the total contract price, as indicated in the Proposal, in form and with security satisfactory to the said Owner, then this obligation to be void, otherwise to be and remain in full force and virtue in law; and the Surety shall upon failure of the Principal to comply with any or all of the foregoing requirements within the time specified above immediately pay to the aforesaid Owner upon demand the amount hereof in good and lawful money of the United States of America, not as a penalty but as liquidated damages.

IN WITNESS WHEREOF, THE said, All Webb's Enterprises, Inc. as "Principal" herein has caused these presents to be signed in its name, by its _____ under its corporation seal, and the said Swiss Re Corporate Solutions America Insurance Corporation as "Surety" herein, has caused these presents to be signed in its name by its, and attested by its, _____ under its corporate seal, this 8th day of August, A.D. 2023.

ATTEST:



Deborah Webb
(Principal) Deborah Webb - Secretary

All Webb's Enterprises, Inc.

BY:

David Webb, Jr.
David Webb, Jr. - Vice President

ATTEST:

Swiss Re Corporate Solutions
America Insurance Corporation

Laura Krajczewski
Laura Krajczewski, Witness

BY:

Brett A. Ragland

Brett A. Ragland
BY: Attorney-In-Fact and Florida Licensed Resident Agent

(Attorneys-in-Fact who sign this bond must file with it a certified copy of their power-of-attorney to sign said Bond).

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:

JOSEPH D. JOHNSON, JR., JOSEPH D. JOHNSON, III, BRETT A. RAGLAND, FRANCIS T. O'REARDON, and TYLER RAGLAND

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

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



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

SS

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.



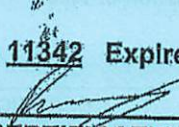
Christina Manisco
Christina Manisco, Notary

I, Jeffrey Goldberg, the duly elected Senior Vice President and Assistant Secretary of SRCSAIC and SRCSPIC and WIC, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said SRCSAIC and SRCSPIC and WIC, which is still in full force and effect.
IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 8th day of August, 20 2023.

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

STATE OF FLORIDA
WATER WELL CONTRACTOR LICENSE
Issued to
David W Webb Jr

License No. 11342 Expires 7/31/2023


DISTRICT CERTIFICATION OFFICER



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/25/2023

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

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

PRODUCER Blackadar Insurance Agency, Inc. 1436 N Ronald Reagan Blvd. Longwood FL 32750	CONTACT NAME: Denise Carberry PHONE (A/C, No, Ext): 407-831-3832 FAX (A/C, No): 407-830-4681 E-MAIL ADDRESS: denise@blackadar.com
INSURED All Webbs Enterprises Inc David W. Webb Sr. & Deborah C. Webb 309 Commerce Way Jupiter FL 33458	INSURER(S) AFFORDING COVERAGE INSURER A: Indian Harbor Insurance Co INSURER B: Depositors Insurance Company INSURER C: Allied Insurance INSURER D: INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER: 2001469363

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☒ PRO-JECT ☐ LOC OTHER:	Y	Y	ACP3039536665	11/2/2022	11/2/2023	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COM/OP AGG \$2,000,000 \$
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY	Y	Y	ACP3039536665	11/2/2022	11/2/2023	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PIP \$10,000
C	☒ UMBRELLA LIAB ☒ EXCESS LIAB ☐ DED ☐ RETENTION \$ ☒ OCCUR ☐ CLAIMS-MADE	Y	Y	ACP3039536665	11/2/2022	11/2/2023	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A A C	Contractors Pollution Professional Liability Installation Floater	Y Y Y	Y Y Y	PEC005301804 PEC005301804 ACP3039536665	11/2/2022 11/2/2022 11/2/2022	11/2/2023 11/2/2023 11/2/2023	\$1,000,000 Occurrence \$1,000,000 Occurrence \$500,000 \$2,000,000 Aggreg \$2,000,000 Aggreg \$5,000 Ded.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Excess General Liability policy#MKLV2EUE101488 effective 11/18/2022 to 11/18/2023 coverage limit \$3,000,000 Each Occurrence, \$3,000,000 Aggregate- Evanston Insurance Co.
Equipment Floater - Policy #ACP3039536665 11/2/2022 TO 11/2/2023: Rented/Leased Equip. \$750,000 / \$25,000 Deductible

General Liability: Blanket Additional Insured including completed operations, Primary & Non-Contributory, Blanket Waiver of Subrogation when required by written contract. Business Auto: Primary & Non-Contributory, Blanket Additional Insured and Blanket Waiver of Subrogation when required by written contract. Pollution Liability: Blanket Additional Insured and Blanket Waiver of Subrogation when required by written contract.
The Town of Jupiter, Florida it's employees, agents, consultants and contractors are Included as Additional Insured with respect to the General Liability for See Attached...

CERTIFICATE HOLDER**CANCELLATION**

Town of Jupiter
Attn: Amanda Barnes
17403 Central Blvd.
Jupiter FL 33458

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

AUTHORIZED REPRESENTATIVE

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ADDITIONAL REMARKS SCHEDULE

AGENCY Blackadar Insurance Agency, Inc.		NAMED INSURED All Webbs Enterprises Inc David W. Webb Sr. & Deborah C. Webb 309 Commerce Way Jupiter FL 33458
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

Ongoing & Completed Operations, Auto Liability & Pollution Liability when required by written contract. Waiver of Subrogation in favor of The Town of Jupiter with respect to the General Liability & Auto Liability when required by written contract.



ALLWEBB-01

DRISCOLLB

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/25/2023

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

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

PRODUCER Insurance Office of America Abacoa Town Center 1200 University Blvd, Suite 200 Jupiter, FL 33458	CONTACT NAME: Danae Bahamondes	
	PHONE (A/C, No, Ext): (561) 776-0660 FAX (A/C, No):	
	E-MAIL ADDRESS: Danae.Bahamondes@loausa.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Florida Citrus, Business & Industries Fund	15764
INSURED All Webbs Enterprises, Inc. 309 Commerce Way Jupiter, FL 33458	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE \$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
							MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG \$
	OTHER:						\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	☐ ANY AUTO						BODILY INJURY (Per person) \$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE \$
	EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE \$
	DED ☐ RETENTION \$						\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N ☒ N	N/A	X 106596432022	1/1/2023	1/1/2024	X PER STATUTE ☐ OTH-ER ☐
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

A Waiver of Subrogation applies in favor of Town of Jupiter with respects to Work Comp per form WC000313 4/84 when required by written contract.

CERTIFICATE HOLDER

CANCELLATION

Town of Jupiter 210 Military Trail Jupiter, FL 33458	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

ACORD 25 (2016/03)

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ANNE M. GANNON
CONSTITUTIONAL TAX COLLECTOR
Serving Palm Beach County

Serving you.

P.O. Box 3353, West Palm Beach, FL 33402-3353
www.pbctax.com Tel: (561) 355-2264

****LOCATED AT****

309 COMMERCE WAY
JUPITER, FL 33458-5527

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
23-0099 WATER WELL CONTRACTOR	WEBB DAVID	2040	B22.604059 - 07/13/22	\$27.50	B40131435

This document is valid only when receipted by the Tax Collector's Office.

**STATE OF FLORIDA
PALM BEACH COUNTY
2022/2023 LOCAL BUSINESS TAX RECEIPT**

**LBTR Number: 198233238
EXPIRES: SEPTEMBER 30, 2023**

This receipt grants the privilege of engaging in or managing any business profession or occupation within its jurisdiction and **MUST** be conspicuously displayed at the place of business and in such a manner as to be open to the view of the public.



17
6-5308

ALL WEBBS ENTERPRISES INC
ALL WEBBS ENTERPRISES INC
309 COMMERCE WAY
JUPITER FL 33458-5527



ANNE M. GANNON
CONSTITUTIONAL TAX COLLECTOR
Serving Palm Beach County

Serving you.

P.O. Box 3353, West Palm Beach, FL 33402-3353
www.pbctax.com Tel: (561) 355-2264

****LOCATED AT****

309 COMMERCE WAY
JUPITER, FL 33458-5527

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
23-0139 CW WATER WELL CONTRACTOR	WEBB DAVID	2040	B22.604059 - 07/13/22	\$165.85	B40131436

This document is valid only when receipted by the Tax Collector's Office.

**STATE OF FLORIDA
PALM BEACH COUNTY
2022/2023 LOCAL BUSINESS TAX RECEIPT**

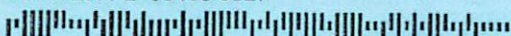
**LBTR Number: 198233235
EXPIRES: SEPTEMBER 30, 2023**

This receipt grants the privilege of engaging in or managing any business profession or occupation within its jurisdiction and **MUST** be conspicuously displayed at the place of business and in such a manner as to be open to the view of the public.



17
6-5169

ALL WEBBS ENTERPRISES INC
ALL WEBBS ENTERPRISES INC
309 COMMERCE WAY
JUPITER FL 33458-5527



Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. All Webb's Enterprises, Inc	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor or single-member LLC ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) ►	
☐ C Corporation ☒ S Corporation ☐ Partnership ☐ Trust/estate	
4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)	
5 Address (number, street, and apt. or suite no.) See instructions. 309 Commerce Way	Requester's name and address (optional)
6 City, state, and ZIP code Jupiter, FL 33458	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number								
				-				
or								
Employer identification number								
5	9	-	2	4	1	8	7	6

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person ►

Date ►

General Instructions

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

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

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

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)
Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

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

State of Florida

Department of State

I certify from the records of this office that ALL WEBBS ENTERPRISES, INC. is a corporation organized under the laws of the State of Florida, filed on August 11, 1983.

The document number of this corporation is G53896.

I further certify that said corporation has paid all fees due this office through December 31, 2022, that its most recent annual report/uniform business report was filed on January 7, 2022, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Seventh day of January, 2022*



Ramón R. Ruiz
Secretary of State

Tracking Number: 5714336294CC

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

Notice of Intent to Award

DATE: August 9, 2023

TO: All Webbs Enterprises, Inc.
309 Commerce Way
Jupiter, FL 33458

ATT: David Webb, Jr.

Project: Floridan Well Rehabilitation Program (W2407)
Town of Jupiter Utilities, Jupiter, Florida

Gentlemen:

This is to advise that on **September 5, 2023**, a recommendation for award of the above referenced Contract will be made to the Jupiter Town Council as a result of your bid in the amount of **\$423,950.00** submitted to the Town of Jupiter (Owner) on **August 9, 2023**.

Two (2) sets of the Project Manual for this project are attached. Each set contains an unexecuted agreement. Please sign both sets of the Agreement and include the following additional documentation necessary for execution of the Agreement/Contract. DO NOT DATE ANY OF THE DOCUMENTS. The Town will date them upon execution.

- Two original signed and notarized Payment Bonds (on Bond form included with each project manual).
- Two original signed and notarized Performance Bonds (on Bond form included with each project manual).
- Four original Power of Attorneys; one each to accompany each Payment and Performance bond.
- Two current Certificates of Insurance naming the Town of Jupiter as an additional insured per the requirements of the contract.

Please return both signed Project Manuals with supporting documentation to our office for final signatures.

Your attention is invited to the provision whereby your proposal guarantee may be forfeited in the event the Agreement with satisfactory bonds, insurance, power of attorneys is not executed and delivered to the Owner within fifteen (15) consecutive calendar days from **August 14, 2023**.

One fully executed original and one copy of the executed Agreement/Contract will be provided to you along with Conformed Construction Documents on or before the Pre-Construction meeting.

Sincerely,



Allyson Felsburg
Town of Jupiter
Assistant Facilities Manager

Notice of Award

DATE: September 20, 2023

TO: All Webbs Enterprises, Inc.
309 Commerce Way
Jupiter, FL 33458

ATT: David Webb, Jr.

Project: Floridan Well Rehabilitation Program (W2407)
Town of Jupiter Utilities, Jupiter, Florida

Gentlemen:

This is to advise you that on **September 19, 2023**, the Jupiter Town Council approved award of a construction contract to your firm, for the above referenced project as a result of your bid on **August 8, 2023**, in the amount of **\$423,950.00**.

One fully executed original and one copy of the executed Agreement/Contract will be provided to you along with Conformed Construction Documents on or before the date of the Pre-Construction meeting. A Notice to Proceed will be issued for commencement of the Contract Time.

We look forward to working with you on this project.

Sincerely,



Allyson Felsburg
Town of Jupiter
Assistant Facilities Manager

Agreement (Contract) Between Owner and Contractor

This Agreement (Contract) made this 21 (date) day of October (month), 2023 (year) by and between the Town of Jupiter, a public agency of the State of Florida hereinafter designated as the "the TOWN" and "OWNER", and **All Webbs Enterprises, Inc., 309 Commerce Way, Jupiter, FL 33458**, a Corporation, 59-2418764 (FEIN number) hereinafter designated as "the CONTRACTOR", in consideration of the mutual covenants hereinafter set forth agree as follows:

ARTICLE 1. WORK.

- 1.1 CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: Furnish all permits, labor, equipment and materials necessary to investigate, rehabilitate, and/or maintain Upper Floridan Aquifer (UFA) production wells for the Town of Jupiter (OWNER), located in Jupiter, Florida. The work as specified includes, but is not limited to permitting; mobilization; removal of portions of the existing wellhead; removal of the drop pipe, and appurtenances; well kill(s) as required; down-hole video and geophysical logging under static and flowing conditions; plumbness and alignment testing of existing well casings, acid treatment of the completion interval; removal and treatment of the residual spent acid water; purging of the well, flow testing, formation water treatment and disposal system (including temporary piping and pumps); reinstallation of the pump, drop pipe, wellhead ready for service; well facility disinfection, purging and bacteriological clearance; demobilization and restoration of well sites; and completion of all required work to the extent the well facility has been successfully rehabilitated, returned to service and accepted by the OWNER based on the intent of the contract documents. Additional well maintenance and rehabilitation activities may also include miscellaneous welding, mechanical repairs, and all other incidentals as outlined on the bid documents and all appurtenances necessary to complete the Work based on the intent of the contract documents.
- 1.2 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows: **FLORIDAN WELL REHABILITATION PROGRAM (W2407) FOR THE TOWN OF JUPITER UTILITIES, JUPITER, FLORIDA**

ARTICLE 2. HYDROGEOLOGIST.

- 2.1 The Project has been designed by the following: JLA Geosciences, 1931 Commerce Way, suite 3, Jupiter, FL 33458.
- 2.2 The Town of Jupiter will administer the contract during the construction phase. The Hydrogeologist will serve as the Owner's Representative during the course of the Contract.

ARTICLE 3. CONTRACT TIME.

- 3.1 The Work will have a substantial completion date after the date when the Contract Time commences to run as provided in paragraph 2.03 of the General Conditions, and as outlined below. The work will be completed and ready for substantial and final payment in accordance with Article 14 of the General Conditions and as outlined below:
- | | | |
|--------|-------------------------|---------------------------------|
| 3.1(a) | Substantial Completion: | 405 days from Notice to Proceed |
| 3.1(b) | Final Completion: | 435 days from Notice to Proceed |
- 3.2 Unless extended or terminated, the period of performance of this CONTRACT shall commence upon the effective date of execution by the OWNER and continue for a period of 435 days or four hundred and thirty-five calendar days. Written Notice to Proceed and Work Order duration will be mutually agreed upon by both the CONTRACTOR and OWNER and provided in Work Orders outlining work. The

CONTRACTOR shall not proceed with work under this CONTRACT until a Work Order with written Notice to Proceed is received from the OWNER.

- 3.3 The initial term of the Contract will be 435 calendar days from the date of Notice to Proceed. Owner and Contractor may agree to renew the Contract in one (1) year (365 days) increments for a total of two (2) consecutive additional years, in accordance with the Town of Jupiter's Purchasing Policy and the terms of the original Contract. Renewals will be in writing by change order to the Contract and are subject to the same terms, conditions, and unit pricing set forth in the initial Contract and any written amendments/change orders signed by both parties (Owner and Contractor). No compensation shall be made for costs associated with renewal of the Contract. Renewals are contingent upon satisfactory performance evaluations by the Owner and subject to the availability of fiscal year funding approved by the Jupiter Town Council. Contractor may elect not to extend the Contract with 90 days written notice to Owner. Owner is not obligated to extend the Contract.
- 3.4 The parties agree that the TIME IS OF THE ESSENCE, in the performance of each and every obligation under this CONTRACT. The CONTRACT may be changed only by a change order to the CONTRACT Work Order amendments to individual Work Orders must be completed in writing and signed and dated by Contractor and Owner.
- 3.5 Liquidated Damages. OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not substantially complete within the time specified in paragraph 3.1 above, plus any extensions thereof allowed in accordance with Article 11 of the General Conditions. They also recognize the delays, expense and difficulties involved in proving in a legal or arbitration preceding the actual loss suffered by OWNER if the Work is not substantially complete on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (But not as a penalty) CONTRACTOR shall pay OWNER Seven Hundred and Fifty 00/100 dollars (\$750.00) for each day that expires after the time specified in Paragraph 3.1 for substantial completion until the Work is substantially complete, and Five Hundred 00/100 dollars (\$500.00) for each day that expires after the time specified in Paragraph 3.1 from the date of final completion until the work has reached final completion. Final completion includes demobilization from the site. Owner may withhold payment to compensate for liquidated damages either by increasing the amount of money being held in retainage or deduct the amount due in Liquidated Damages from the final payment application. Liquidated damages under this Contract apply to each the substantial completion date and the final completion date.
- 3.6 The provision of Liquidated Damages for delay shall in no manner affect the TOWN's right to terminate the CONTRACT. The OWNER'S exercise of the right to terminate shall not release the CONTRACTOR from his obligation to pay Liquidated Damages. It is further agreed that the OWNER may deduct from the balance of the CONTRACT sum held by the OWNER the Liquidated Damages stipulated herein or such portions as said balance will cover.

ARTICLE 4. CONTRACT PRICE.

- 4.1 OWNER shall pay CONTRACTOR for performance of the Work in accordance with the Contract Documents in current funds according to the Contract Unit Prices.
- 4.2 No guarantee is expressed or implied as to the total quantity of commodities/services to be purchased under any open end Contract. Estimated quantities will be used for Bid comparison purposes only. The Owner reserves the right to issue Work Orders as and when required for proposed work for any or all bid items or any combination thereof. Work under this Contract is subject to fiscal appropriation by the Jupiter Town Council in either or both the Town's Community Investment Program (CIP) and fiscal year

operating budgets. Estimated funding budgets anticipated being available for the original contract term and subsequent renewals are provided in the table below.

- 4.3 The Owner reserves the right to purchase commodities/services specified herein through contracts established by other governmental agencies or through separate procurement actions due to unique or special needs. If an urgent delivery is required within a short period than the delivery time specified in the Contract, and if the seller is unable to comply therewith, the Owner reserves the right to obtain such delivery from others without penalty or prejudice to the Owner or to the Bidder.

**Anticipated Estimated Funding
Town of Jupiter Utilities
Floridan Well Rehabilitation Program (W2407)**

Year	Project Description	Estimated Value
Initial Term	Well Rehabilitation & Investigation (CIP)	\$150,000
	Well Mechanical Repairs & Replacements (Operating, R&M)	\$100,000
	Unanticipated Emergency Repairs	\$100,000
	Initial Term Estimated Total	\$350,000
1 st Renewal	Well Rehabilitation & Investigation (CIP)	\$150,000
	Well Mechanical Repairs & Replacements (Operating, R&M)	\$100,000
	Unanticipated Emergency Repairs	\$100,000
	1st Renewal Term Estimated Total	\$350,000
2 nd Renewal	Well Rehabilitation & Investigation (CIP)	\$150,000
	Well Mechanical Repairs & Replacements (Operating, R&M)	\$100,000
	Unanticipated Emergency Repairs	\$100,000
	2nd Renewal Term Estimated Total	\$350,000
	Estimated Total Contract	\$1,050,000

ARTICLE 5. PAYMENT PROCEDURES.

- 5.1 Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for payment will be processed by OWNER as provided in the General Conditions.
- 5.2 The undersigned, acknowledges that payments made by the Town of Jupiter will be made via electronic funds transfer (EFT) and vendor will provide the Town of Jupiter with the information required to make EFT payments.
- 5.3 Progress Payments. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR'S Applications for Payment within 30 days of receipt of each monthly approved application for payment during construction as provided below. All progress payments will be on the basis of the progress of the Work measured by the agreed upon schedule of values provided for in Articles 2 and 15 of the General Conditions.

- 5.4 Prior to 50% Completion of the work, progress payments will be made in an amount equal to: 90% of the Work completed, and 90% of materials and equipment not incorporated in the Work but delivered and suitably stored, less in each case the aggregate of payments previously made.
- 5.5 Upon 50% completion of work, OWNER, will pay an amount sufficient to increase total payments to CONTRACTOR to 95% of the work completed. Owner may elect to withhold a greater percentage if work is determined, by Owner, to be insufficient or incomplete until Final Completion.
- 5.6 Owner, at its discretion may further increase payments to 98% of the work completed upon Substantial Completion. Owner is not required to increase payments to 98% of work completed.
- 5.7 Final Payment. Upon final completion and acceptance of the Work in accordance with Article 15 of the General Conditions, OWNER shall pay the remainder of the Contract Price as provided in said Article 15 of the General Conditions unless liquidated damages are due.

ARTICLE 6. INTEREST. Not applicable.

ARTICLE 7. CONTRACTOR'S REPRESENTATIONS. In order to induce OWNER to enter into this Agreement, CONTRACTOR makes the following representations:

- 7.1 CONTRACTOR has familiarized himself with the nature and extent of the Contract Documents, Work, locality, and with all local conditions and federal, state and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Work.
- 7.2 CONTRACTOR has studied carefully all reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the Work which were relied upon by ENGINEER in the preparation of the Drawings and Specifications and which have been identified in the Supplementary Conditions.
- 7.3 CONTRACTOR has made or caused to be made examinations, investigations and tests and studies of such reports and related data in addition to those referred to in Article 7.2 (above) as he deems necessary for the performance of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports or similar data are or will be required by CONTRACTOR for such purposes.
- 7.4 CONTRACTOR has correlated the results of all such observations, examinations, investigations, tests, reports and data with the terms and conditions of the Contract Documents.
- 7.5 CONTRACTOR has given OWNER written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof is acceptable to CONTRACTOR.

ARTICLE 8. CONTRACT DOCUMENTS.

- 8.1 The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR are attached to this Agreement, made a part hereof and consists of the following:
 - 8.1(a) Index
 - 8.1(b) Table of Contents-Specifications & Appendices
 - 8.1(c) Advertisement for Bids

- 8.1(d) Instructions to Bidders
- 8.1(e) Proposal
- 8.1(f) Contractor Safety Qualifications/Requirements(Including Contractor Safety Qualification Form)
- 8.1(g) Contractor E-Verify Affidavit form
- 8.1(h) Subcontractor E-Verify form
- 8.1(i) Sworn Statement
- 8.1(j) Trench Safety
- 8.1(k) Bid Bond
- 8.1(l) Notice of Intent to Award
- 8.1(m) Notice of Award
- 8.1(n) Agreement (Contract) between OWNER and CONTRACTOR
- 8.1(o) Payment Bond
- 8.1(p) Performance Bond
- 8.1(q) Opinion of Town Attorney
- 8.1(r) Notice to Proceed
- 8.1(s) General Conditions (EJCDC Standard General Conditions (2018 Edition), inclusive)
- 8.1(t) Supplementary Conditions
- 8.1(u) Any Modifications, including Change Orders, duly delivered after execution of Agreement.
- 8.1(v) Technical Specifications including Appendices bearing the title: Floridan Well Rehabilitation Program (W2407)
- 8.1(w) Drawings bearing the title: Floridan Well Rehabilitation Program (W2407)

- 8.2 There are no Contract Documents other than those listed above in this Article 8. The Contract Documents may only be altered, amended or repealed by a modification described in Section 1 of the General Conditions of the Contract.

ARTICLE 9. MISCELLANEOUS.

- 9.1 Terms used in this Agreement which are defined in Article 1 of the General Conditions shall have the meanings indicated in the General Conditions.
- 9.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- 9.3 OWNER and CONTRACTOR each binds himself, his partners, successors, assigns and legal representatives to the other party hereto, his partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.
- 9.4 The Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this Contract and in furtherance thereof may demand and obtain records and testimony from the Contractor and its subcontractors and lower tier subcontractors. The Contractor understands and agrees that in addition to other remedies and consequences provided by law, the failure of the Contractor or its subcontractors or lower tier subcontractors to fully cooperate with the Office of Inspector General of Palm Beach County when requested may be deemed by the municipality to be a material breach of this contract justifying its termination. The Office of Inspector General in Palm Beach County is established by Palm Beach County Code, Section 2-421 - 2-440. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in

violation of Palm Beach County Code, Section 2-421 – 2-440, and be punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

9.5 This Agreement is subject to and governed by the laws of the State of Florida, including without limitation Chapter 119, Florida Statutes, which generally makes public all records or other writings made by or received by the parties. The Contractor acknowledges its legal obligation to comply with § 119.0701, Florida Statutes.

9.5(a) A request to inspect or copy public records relating to a public agency's contract for services must be made directly to the public agency. If the public agency does not possess the requested records, the public agency shall immediately notify the contractor of the request, and the contractor must provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.

9.5(b) If a contractor does not comply with the public agency's request for records, the public agency shall enforce the contract provisions in accordance with the contract.

9.5(c) A contractor who fails to provide the public records to the public agency within a reasonable time may be subject to penalties under s. 119.10.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 561-741-2270, JENNIFERT@JUPITER.FL.US, OR 210 MILITARY TRAIL, JUPITER, FL 33458.

IN WITNESS WHEREOF, the parties hereto have signed two (2) copies of this Agreement. At least one counterpart each has been delivered to OWNER and CONTRACTOR. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR.

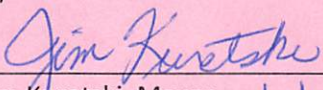
OWNER

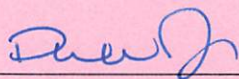
CONTRACTOR

Town of Jupiter
210 Military Trail
Jupiter, FL 33458

All Webbs Enterprises, Inc
309 Commerce Way
Jupiter, FL 33458

By:


Jim Kuretski, Mayor *ak1123*

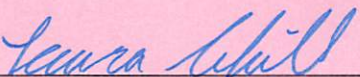

David Webbs, Jr, Vice President

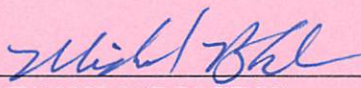
(TOWN SEAL)

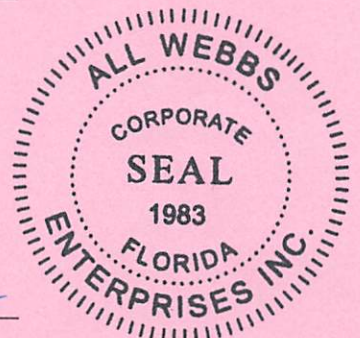
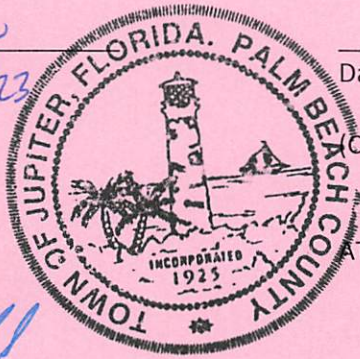
CORPORATE SEAL)

ATTEST

ATTEST


Laura E. Cahill, Town Clerk


PRINT NAME AND POSITION
Michael Black
Vice President



Payment Bond

Bond No. 2328873

Contractor Name: All Webb's Enterprises, Inc. Phone: (561)746-2079 Address (principal place of business): 309 Commerce Way Jupiter, FL 33458	Surety Name: Swiss Re Corporate Solutions America Insurance Corporation Phone: (816)235-3700 Address (principal place of business): 1200 Main Street, Suite 800 Kansas City, MO 64105
Owner Name: Town of Jupiter Phone: 561-746-5134 Mailing address (principal place of business): Town Hall 210 Military Trail Jupiter, FL 33458 Water Treatment Plant 17403 Central Blvd. Jupiter, FL 33458	Contract Description (name and location): Floridan Well Rehabilitation Program (W2407), 17403 Central Blvd., Jupiter, Florida Contract Price: \$423,950.00 Effective Date of Contract:
Bond [Bond number] Bond Amount: \$423,950.00 Date of Bond: (Date of Bond cannot be earlier than Effective Date of Contract) Modifications to this Bond form: ☐ None ☒ See Paragraph 19	
Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Payment Bond, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.	
Contractor as Principal All Webb's Enterprises, Inc. (Full formal name of Contractor)	Surety Swiss Re Corporate Solutions America Insurance Corporation (Full formal name of Surety) (corporate seal)
By: <u>[Signature]</u> (Signature)	By: <u>[Signature]</u> (Signature) (Attach Power of Attorney)
Name: <u>DAVID WEBB JR</u> (Printed or typed)	Name: <u>Brett A. Ragland</u> (Printed or typed)
Title: <u>P.</u>	Title: <u>Attorney-In-Fact</u>
Attest: <u>[Signature]</u> (Signature)	Attest: <u>[Signature]</u> (Signature)
Name: <u>Michael Black</u> (Printed or typed)	Name: <u>Laura Krajczewski</u> (Printed or typed)
Title: <u>Vice President</u>	Title: <u>Witness</u>
Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.	

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond will arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.
4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.
5. The Surety's obligations to a Claimant under this Bond will arise after the following:
 - 5.1. Claimants who do not have a direct contract with the Contractor
 - 5.1.1. have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
 - 5.1.2. have sent a Claim to the Surety (at the address described in Paragraph 13).
 - 5.2. Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).
6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.
7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
 - 7.1. Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
 - 7.2. Pay or arrange for payment of any undisputed amounts.
 - 7.3. The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 will not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.
8. The Surety's total obligation will not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond will be credited for any payments made in good faith by the Surety.

9. Amounts owed by the Owner to the Contractor under the Construction Contract will be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfying obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.
11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
12. No suit or action will be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit will be applicable.
13. Notice and Claims to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, will be sufficient compliance as of the date received.
14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted here from and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.
15. This bond is issued in compliance with Section 255.05, Florida Statutes (1987), as may be amended. A claimant, except a laborer, who is not in privity with the contractor and who has not received payment for his labor, materials, or supplies shall, within 45 days after beginning to furnish labor, materials, or supplies for the prosecution of the work, furnish the contractor with a notice that he intends to look to the bond for protection. A claimant who is not in privity with the contractor and who has not received payment for his labor, materials, or supplies shall, within 90 days after performance of the labor or after complete delivery of the materials or supplies, deliver to the contractor and to the surety written notice of the performance of the labor or delivery of the materials or supplies and of the nonpayment. No action for the labor, materials, or supplies may be instituted against the contractor or the surety unless both notices have been given. No action shall be instituted against the contractor or the surety on the bond after 1 year from the performance of the labor or completion of delivery of the materials or supplies.
16. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

17. Definitions

17.1. *Claim*—A written statement by the Claimant including at a minimum:

17.1.1. The name of the Claimant;

- 17.1.2. The name of the person for whom the labor was done, or materials or equipment furnished;
 - 17.1.3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
 - 17.1.4. A brief description of the labor, materials, or equipment furnished;
 - 17.1.5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
 - 17.1.6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
 - 17.1.7. The total amount of previous payments received by the Claimant; and
 - 17.1.8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.
- 17.2. *Claimant*—An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond is to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.
- 17.3. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.
- 17.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
- 17.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.
18. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.
19. Modifications to this Bond are as follows: Request for assigned bond number and for phone numbers of each party listed on the bond (Contractor, Surety, and Owner). Addition of Paragraph 15 and renumbering of the paragraphs thereafter.

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:

JOSEPH D. JOHNSON, JR., JOSEPH D. JOHNSON, III, BRETT A. RAGLAND, FRANCIS T. O'REARDON, and TYLER RAGLAND

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

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



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 SPCSPIC and Vice President of WIC, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



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 _____ day of _____, 20____.

**Jeffrey Goldberg, Senior Vice President &
Assistant Secretary of SRCSAIC and
SRCSPIC and WIC**

Performance Bond

Bond No. 2328873

Contractor Name: All Webb's Enterprises, Inc. Phone: (561) 746-2079 Address (principal place of business): 309 Commerce Way Jupiter, FL 33458	Surety Name: Swiss Re Corporate Solutions America Insurance Corporation Phone: (816)746-2079 Address (principal place of business): 1200 Main Street, Suite 800 Kansas City, MO 64105
Owner Name: Town of Jupiter Phone: 561-746-5134 Mailing address (principal place of business): Town Hall 210 Military Trail Jupiter, FL 33458 Water Treatment Plant 17403 Central Blvd. Jupiter, FL 33458	Contract Description (name and location): Floridan Well Rehabilitation Program (W2407), Jupiter, Florida Contract Price: \$423,950.00 Effective Date of Contract:
Bond [Bond number] Bond Amount: \$423,950.00 Date of Bond: (Date of Bond cannot be earlier than Effective Date of Contract) Modifications to this Bond form: ☐ None ☒ See Paragraph 17	
Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Performance Bond, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.	
Contractor as Principal All Webb's Enterprises, Inc. (Full formal name of Contractor) By: <u>David Webb</u> (Signature) Name: <u>DAVID WEBB</u> (Printed or typed) Title: <u>V.P.</u> Attest: <u>Michael Black</u> (Signature) Name: <u>Michael Black</u> (Printed or typed) Title: <u>Vice President</u>	Surety Swiss Re Corporate Solutions America Insurance Corporation (Full formal name of Surety) (Corporate seal) By: <u>Brett A. Ragland</u> (Signature) (Attach Power of Attorney) Name: <u>Brett A. Ragland</u> (Printed or typed) Title: <u>Attorney-In-Fact</u> Attest: <u>Laura Krajczewski</u> (Signature) Name: <u>Laura Krajczewski</u> (Printed or typed) Title: <u>Witness</u>
Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.	

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond will arise after:
 - 3.1. The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice may indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 will be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement does not waive the Owner's right, if any, subsequently to declare a Contractor Default;
 - 3.2. The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
 - 3.3. The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.
4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 does not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.
5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
 - 5.1. Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;
 - 5.2. Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;
 - 5.3. Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or
 - 5.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:
 - 5.4.1. After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
 - 5.4.2. Deny liability in whole or in part and notify the Owner, citing the reasons for denial.
6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner

to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment, or the Surety has denied liability, in whole or in part, without further notice, the Owner shall be entitled to enforce any remedy available to the Owner.

7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner will not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety will not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:
 - 7.1. the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
 - 7.2. additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and
 - 7.3. liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.
8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.
9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price will not be reduced or set off on account of any such unrelated obligations. No right of action will accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.
10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
11. Any proceeding, legal or equitable, under this Bond must be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and must be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit will be applicable.
12. Notice to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears.
13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted therefrom and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.
14. This bond is issued in compliance with Section 255.05, Florida Statutes (1987), as may be amended, which statute supersedes this bond to the extent of any conflict, and to the extent the Public Construction Bond coverage provided in such statute may be broader than this bond. A claimant, except a laborer, who is not in privity with the Contractor and who has not received payment for his labor, materials, or supplies shall, within 45 days after beginning to furnish labor, materials, or supplies for the prosecution of the Work, furnish the Contractor with a notice that he intends to look to the bond for protection. A claimant who is not in privity with the Contractor and who has not received payment for his labor, materials, or supplies shall, within 90 days after performance of the labor or after complete delivery of the materials or supplies, deliver to the Contractor and to the surety written notice of the performance of the labor or delivery of the materials

or supplies and of the nonpayment. No action for the labor, materials, or supplies may be instituted against the Contractor or the surety unless both notices have been given. No action shall be instituted against the Contractor or the surety on the bond after 1 year from the performance of the labor or completion of delivery of the materials or supplies.

15. Definitions

- 15.1. *Balance of the Contract Price*—The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.
 - 15.2. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.
 - 15.3. *Contractor Default*—Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.
 - 15.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
 - 15.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.
- 16. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.
 - 17. Modifications to this Bond are as follows: Request for assigned bond number and for phone numbers of each party listed on the bond (Contractor, Surety, and Owner). Addition of Paragraph 14 and renumbering of the paragraphs thereafter.

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:

JOSEPH D. JOHNSON, JR., JOSEPH D. JOHNSON, III, BRETT A. RAGLAND, FRANCIS T. O'REARDON, and TYLER RAGLAND

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

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



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

SS

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.



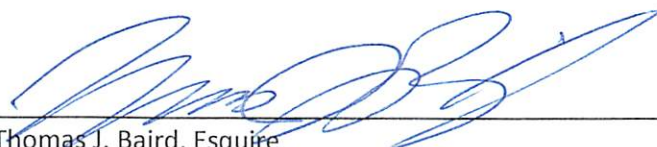
Christina Manisco
Christina Manisco, Notary

I, Jeffrey Goldberg, the duly elected Senior Vice President and Assistant Secretary of SRCSAIC and SRCSPIC and WIC, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said SRCSAIC and SRCSPIC and 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 day of , 20 .

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

Opinion of Town Attorney

This is to certify that I have examined the attached Contract Documents, that after such examination, I am of the opinion that such documents conform to the laws of the State of Florida, that the execution of the Contract and the Contract Bonds is in due and proper form, that the representative of the respective Contracting Parties have full power and authority to execute such Contract and Contract Bond on behalf of the respective Contracting Parties and that the foregoing agreements constitute valid and binding obligations on such parties.



Thomas J. Baird, Esquire
Attorney for Town of Jupiter

This the 19th day of Sept, 2023

Notice to Proceed (NTP)

DATE: September 26, 2023

TO: All Webbs Enterprises, Inc.
309 Commerce Way
Jupiter, FL 33458

ATT: David Webb, Jr.

PROJECT: Floridan Well Rehabilitation Program (W2407)
Town of Jupiter Utilities
Jupiter, Florida

Gentlemen:

One fully executed copy of your contract is enclosed. The commencement date for the initial 435 calendar day term of this Contract is October 21, 2023. The expiration date is December 31, 2024. The OWNER reserves the right to extend the Contract for additional terms as described in the Contract Documents. The Owner will issue work orders to the Contractor for each well rehabilitation effort to be performed under this contract. The work orders will be agreed to between the Owner and the Contractor in writing before mobilization and will include the specific work tasks identified in the Bid/Contract Schedule of Values with associated unit pricing and time to complete the work. A preconstruction meeting will be scheduled on or before the date of Notice to Proceed.

Your attention is invited to the provision whereby you shall start to perform your obligations under the Contract Documents on the Commencement date. Said date shall begin the Contract Time. The Town of Jupiter will monitor the progress of the work and conformance with the contract.

We look forward to working with you on this project.

Sincerely,



Allyson Felsburg
Town of Jupiter
Assistant Facilities Manager

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

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STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

ARTICLE 1—DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

- A. Wherever used in the Bidding Requirements or Contract Documents, a term printed with initial capital letters, including the term's singular and plural forms, will have the meaning indicated in the definitions below. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.
1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.
 2. *Agreement*—The written instrument, executed by Owner and Contractor, that sets forth the Contract Price and Contract Times, identifies the parties and the Engineer, and designates the specific items that are Contract Documents.
 3. *Application for Payment*—The document prepared by Contractor, in a form acceptable to Engineer, to request progress or final payments, and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
 4. *Bid*—The offer of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
 5. *Bidder*—An individual or entity that submits a Bid to Owner.
 6. *Bidding Documents*—The Bidding Requirements, the proposed Contract Documents, and all Addenda.
 7. *Bidding Requirements*—The Advertisement or invitation to bid, Instructions to Bidders, Bid Bond or other Bid security, if any, the Bid Form, and the Bid with any attachments.
 8. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, or other revision to the Contract, issued on or after the Effective Date of the Contract.
 9. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment in Contract Price or Contract Times; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Contract.
 10. *Claim*
 - a. A demand or assertion by Owner directly to Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment of Contract Price or Contract Times; contesting an initial decision by Engineer concerning the

requirements of the Contract Documents or the acceptability of Work under the Contract Documents; contesting Engineer's decision regarding a Change Proposal; seeking resolution of a contractual issue that Engineer has declined to address; or seeking other relief with respect to the terms of the Contract.

- b. A demand or assertion by Contractor directly to Owner, duly submitted in compliance with the procedural requirements set forth herein, contesting Engineer's decision regarding a Change Proposal, or seeking resolution of a contractual issue that Engineer has declined to address.
 - c. A demand or assertion by Owner or Contractor, duly submitted in compliance with the procedural requirements set forth herein, made pursuant to Paragraph 12.01.A.4, concerning disputes arising after Engineer has issued a recommendation of final payment.
 - d. A demand for money or services by a third party is not a Claim.
- 11. *Constituent of Concern*—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), lead-based paint (as defined by the HUD/EPA standard), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to Laws and Regulations regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
 - 12. *Contract*—The entire and integrated written contract between Owner and Contractor concerning the Work.
 - 13. *Contract Documents*—Those items so designated in the Agreement, and which together comprise the Contract.
 - 14. *Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Contract Documents.
 - 15. *Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve Milestones, if any; (b) achieve Substantial Completion; and (c) complete the Work.
 - 16. *Contractor*—The individual or entity with which Owner has contracted for performance of the Work.
 - 17. *Cost of the Work*—See Paragraph 13.01 for definition.
 - 18. *Drawings*—The part of the Contract that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
 - 19. *Effective Date of the Contract*—The date, indicated in the Agreement, on which the Contract becomes effective.
 - 20. *Electronic Document*—Any Project-related correspondence, attachments to correspondence, data, documents, drawings, information, or graphics, including but not limited to Shop Drawings and other Submittals, that are in an electronic or digital format.
 - 21. *Electronic Means*—Electronic mail (email), upload/download from a secure Project website, or other communications methods that allow: (a) the transmission or communication of Electronic Documents; (b) the documentation of transmissions, including sending and receipt; (c) printing of the transmitted Electronic Document by the

recipient; (d) the storage and archiving of the Electronic Document by sender and recipient; and (e) the use by recipient of the Electronic Document for purposes permitted by this Contract. Electronic Means does not include the use of text messaging, or of Facebook, Twitter, Instagram, or similar social media services for transmission of Electronic Documents.

22. *Engineer*—The individual or entity named as such in the Agreement.
23. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Contract Price or the Contract Times.
24. *Hazardous Environmental Condition*—The presence at the Site of Constituents of Concern in such quantities or circumstances that may present a danger to persons or property exposed thereto.
 - a. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated into the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of the Contract, is not a Hazardous Environmental Condition.
 - b. The presence of Constituents of Concern that are to be removed or remediated as part of the Work is not a Hazardous Environmental Condition.
 - c. The presence of Constituents of Concern as part of the routine, anticipated, and obvious working conditions at the Site, is not a Hazardous Environmental Condition.
25. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and binding decrees, resolutions, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
26. *Liens*—Charges, security interests, or encumbrances upon Contract-related funds, real property, or personal property.
27. *Milestone*—A principal event in the performance of the Work that the Contract requires Contractor to achieve by an intermediate completion date, or by a time prior to Substantial Completion of all the Work.
28. *Notice of Award*—The written notice by Owner to a Bidder of Owner's acceptance of the Bid.
29. *Notice to Proceed*—A written notice by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work.
30. *Owner*—The individual or entity with which Contractor has contracted regarding the Work, and which has agreed to pay Contractor for the performance of the Work, pursuant to the terms of the Contract.
31. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising Contractor's plan to accomplish the Work within the Contract Times.
32. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the Work to be performed under the Contract Documents is a part.

33. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site. As used herein, the term Resident Project Representative (RPR) includes any assistants or field staff of Resident Project Representative.
34. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
35. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements for Engineer’s review of the submittals.
36. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor’s Applications for Payment.
37. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Contract Documents.
38. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands or areas furnished by Owner which are designated for the use of Contractor.
39. *Specifications*—The part of the Contract that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
40. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.
41. *Submittal*—A written or graphic document, prepared by or for Contractor, which the Contract Documents require Contractor to submit to Engineer, or that is indicated as a Submittal in the Schedule of Submittals accepted by Engineer. Submittals may include Shop Drawings and Samples; schedules; product data; Owner-delegated designs; sustainable design information; information on special procedures; testing plans; results of tests and evaluations, source quality-control testing and inspections, and field or Site quality-control testing and inspections; warranties and certifications; Suppliers’ instructions and reports; records of delivery of spare parts and tools; operations and maintenance data; Project photographic documentation; record documents; and other such documents required by the Contract Documents. Submittals, whether or not approved or accepted by Engineer, are not Contract Documents. Change Proposals, Change Orders, Claims, notices, Applications for Payment, and requests for interpretation or clarification are not Submittals.
42. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion of such Work.

43. *Successful Bidder*—The Bidder to which the Owner makes an award of contract.
44. *Supplementary Conditions*—The part of the Contract that amends or supplements these General Conditions.
45. *Supplier*—A manufacturer, fabricator, supplier, distributor, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
46. *Technical Data*
- a. Those items expressly identified as Technical Data in the Supplementary Conditions, with respect to either (1) existing subsurface conditions at or adjacent to the Site, or existing physical conditions at or adjacent to the Site including existing surface or subsurface structures (except Underground Facilities) or (2) Hazardous Environmental Conditions at the Site.
 - b. If no such express identifications of Technical Data have been made with respect to conditions at the Site, then Technical Data is defined, with respect to conditions at the Site under Paragraphs 5.03, 5.04, and 5.06, as the data contained in boring logs, recorded measurements of subsurface water levels, assessments of the condition of subsurface facilities, laboratory test results, and other factual, objective information regarding conditions at the Site that are set forth in any geotechnical, environmental, or other Site or facilities conditions report prepared for the Project and made available to Contractor.
 - c. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data, and instead Underground Facilities are shown or indicated on the Drawings.
47. *Underground Facilities*—All active or not-in-service underground lines, pipelines, conduits, ducts, encasements, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or systems at the Site, including but not limited to those facilities or systems that produce, transmit, distribute, or convey telephone or other communications, cable television, fiber optic transmissions, power, electricity, light, heat, gases, oil, crude oil products, liquid petroleum products, water, steam, waste, wastewater, storm water, other liquids or chemicals, or traffic or other control systems. An abandoned facility or system is not an Underground Facility.
48. *Unit Price Work*—Work to be paid for on the basis of unit prices.
49. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.
50. *Work Change Directive*—A written directive to Contractor issued on or after the Effective Date of the Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

1.02 Terminology

- A. The words and terms discussed in Paragraphs 1.02.B, C, D, and E are not defined terms that require initial capital letters, but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.
- B. *Intent of Certain Terms or Adjectives:* The Contract Documents include the terms “as allowed,” “as approved,” “as ordered,” “as directed” or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives “reasonable,” “suitable,” “acceptable,” “proper,” “satisfactory,” or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Article 10 or any other provision of the Contract Documents.
- C. *Day:* The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.
- D. *Defective:* The word “defective,” when modifying the word “Work,” refers to Work that is unsatisfactory, faulty, or deficient in that it:
 - 1. does not conform to the Contract Documents;
 - 2. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or
 - 3. has been damaged prior to Engineer’s recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 15.03 or Paragraph 15.04).
- E. *Furnish, Install, Perform, Provide*
 - 1. The word “furnish,” when used in connection with services, materials, or equipment, means to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.
 - 2. The word “install,” when used in connection with services, materials, or equipment, means to put into use or place in final position said services, materials, or equipment complete and ready for intended use.
 - 3. The words “perform” or “provide,” when used in connection with services, materials, or equipment, means to furnish and install said services, materials, or equipment complete and ready for intended use.
 - 4. If the Contract Documents establish an obligation of Contractor with respect to specific services, materials, or equipment, but do not expressly use any of the four words “furnish,” “install,” “perform,” or “provide,” then Contractor shall furnish and install said services, materials, or equipment complete and ready for intended use.

- F. *Contract Price or Contract Times*: References to a change in “Contract Price or Contract Times” or “Contract Times or Contract Price” or similar, indicate that such change applies to (1) Contract Price, (2) Contract Times, or (3) both Contract Price and Contract Times, as warranted, even if the term “or both” is not expressed.
- G. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2—PRELIMINARY MATTERS

2.01 *Delivery of Performance and Payment Bonds; Evidence of Insurance*

- A. *Performance and Payment Bonds*: When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner the performance bond and payment bond (if the Contract requires Contractor to furnish such bonds).
- B. *Evidence of Contractor’s Insurance*: When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner, with copies to each additional insured (as identified in the Contract), the certificates, endorsements, and other evidence of insurance required to be provided by Contractor in accordance with Article 6, except to the extent the Supplementary Conditions expressly establish other dates for delivery of specific insurance policies.
- C. *Evidence of Owner’s Insurance*: After receipt of the signed counterparts of the Agreement and all required bonds and insurance documentation, Owner shall promptly deliver to Contractor, with copies to each additional insured (as identified in the Contract), the certificates and other evidence of insurance required to be provided by Owner under Article 6.

2.02 *Copies of Documents*

- A. Owner shall furnish to Contractor four printed copies of the Contract (including one fully signed counterpart of the Agreement), and one copy in electronic portable document format (PDF). Additional printed copies will be furnished upon request at the cost of reproduction.
- B. Owner shall maintain and safeguard at least one original printed record version of the Contract, including Drawings and Specifications signed and sealed by Engineer and other design professionals. Owner shall make such original printed record version of the Contract available to Contractor for review. Owner may delegate the responsibilities under this provision to Engineer.

2.03 *Before Starting Construction*

- A. *Preliminary Schedules*: Within 10 days after the Effective Date of the Contract (or as otherwise required by the Contract Documents), Contractor shall submit to Engineer for timely review:
 - 1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract;
 - 2. a preliminary Schedule of Submittals; and
 - 3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work

into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.04 *Preconstruction Conference; Designation of Authorized Representatives*

- A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work, and to discuss the schedules referred to in Paragraph 2.03.A, procedures for handling Shop Drawings, Samples, and other Submittals, processing Applications for Payment, electronic or digital transmittals, and maintaining required records.
- B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit and receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.05 *Acceptance of Schedules*

- A. At least 10 days before submission of the first Application for Payment a conference, attended by Contractor, Engineer, and others as appropriate, will be held to review the schedules submitted in accordance with Paragraph 2.03.A. No progress payment will be made to Contractor until acceptable schedules are submitted to Engineer.
 - 1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.
 - 2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.
 - 3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to the component parts of the Work.
 - 4. If a schedule is not acceptable, Contractor will have an additional 10 days to revise and resubmit the schedule.

2.06 *Electronic Transmittals*

- A. Except as otherwise stated elsewhere in the Contract, the Owner, Engineer, and Contractor may send, and shall accept, Electronic Documents transmitted by Electronic Means.
- B. If the Contract does not establish protocols for Electronic Means, then Owner, Engineer, and Contractor shall jointly develop such protocols.
- C. Subject to any governing protocols for Electronic Means, when transmitting Electronic Documents by Electronic Means, the transmitting party makes no representations as to long-term compatibility, usability, or readability of the Electronic Documents resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the Electronic Documents.

ARTICLE 3—CONTRACT DOCUMENTS: INTENT, REQUIREMENTS, REUSE

3.01 *Intent*

- A. The Contract Documents are complementary; what is required by one Contract Document is as binding as if required by all.
- B. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents.
- C. Unless otherwise stated in the Contract Documents, if there is a discrepancy between the electronic versions of the Contract Documents (including any printed copies derived from such electronic versions) and the printed record version, the printed record version will govern.
- D. The Contract supersedes prior negotiations, representations, and agreements, whether written or oral.
- E. Engineer will issue clarifications and interpretations of the Contract Documents as provided herein.
- F. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation will be deemed stricken, and all remaining provisions will continue to be valid and binding upon Owner and Contractor, which agree that the Contract Documents will be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- G. Nothing in the Contract Documents creates:
 - 1. any contractual relationship between Owner or Engineer and any Subcontractor, Supplier, or other individual or entity performing or furnishing any of the Work, for the benefit of such Subcontractor, Supplier, or other individual or entity; or
 - 2. any obligation on the part of Owner or Engineer to pay or to see to the payment of any money due any such Subcontractor, Supplier, or other individual or entity, except as may otherwise be required by Laws and Regulations.

3.02 *Reference Standards*

- A. *Standards Specifications, Codes, Laws and Regulations*
 - 1. Reference in the Contract Documents to standard specifications, manuals, reference standards, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, means the standard specification, manual, reference standard, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Contract if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.
 - 2. No provision of any such standard specification, manual, reference standard, or code, and no instruction of a Supplier, will be effective to change the duties or responsibilities of Owner, Contractor, or Engineer from those set forth in the part of the Contract Documents prepared by or for Engineer. No such provision or instruction shall be effective to assign to Owner or Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility

inconsistent with the provisions of the part of the Contract Documents prepared by or for Engineer.

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies*

1. *Contractor's Verification of Figures and Field Measurements:* Before undertaking each part of the Work, Contractor shall carefully study the Contract Documents, and check and verify pertinent figures and dimensions therein, particularly with respect to applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy that Contractor discovers, or has actual knowledge of, and shall not proceed with any Work affected thereby until the conflict, error, ambiguity, or discrepancy is resolved by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract issued pursuant to Paragraph 11.01.
2. *Contractor's Review of Contract Documents:* If, before or during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) actual field conditions, (c) any standard specification, manual, reference standard, or code, or (d) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 7.15) until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract issued pursuant to Paragraph 11.01.
3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

B. *Resolving Discrepancies*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the part of the Contract Documents prepared by or for Engineer take precedence in resolving any conflict, error, ambiguity, or discrepancy between such provisions of the Contract Documents and:
 - a. the provisions of any standard specification, manual, reference standard, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference as a Contract Document); or
 - b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Requirements of the Contract Documents*

- A. During the performance of the Work and until final payment, Contractor and Owner shall submit to the Engineer in writing all matters in question concerning the requirements of the Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Contract Documents, as soon as possible after such matters arise. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work.

- B. Engineer will, with reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Contract Documents. Engineer's written clarification, interpretation, or decision will be final and binding on Contractor, unless it appeals by submitting a Change Proposal, and on Owner, unless it appeals by filing a Claim.
- C. If a submitted matter in question concerns terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work under the Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly notify Owner and Contractor in writing that Engineer is unable to provide a decision or interpretation. If Owner and Contractor are unable to agree on resolution of such a matter in question, either party may pursue resolution as provided in Article 12.

3.05 *Reuse of Documents*

- A. Contractor and its Subcontractors and Suppliers shall not:
 - 1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media versions, or reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer; or
 - 2. have or acquire any title or ownership rights in any other Contract Documents, reuse any such Contract Documents for any purpose without Owner's express written consent, or violate any copyrights pertaining to such Contract Documents.
- B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein precludes Contractor from retaining copies of the Contract Documents for record purposes.

ARTICLE 4—COMMENCEMENT AND PROGRESS OF THE WORK

4.01 *Commencement of Contract Times; Notice to Proceed*

- A. The Contract Times will commence to run on the 30th day after the Effective Date of the Contract or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Contract. In no event will the Contract Times commence to run later than the 60th day after the day of Bid opening or the 30th day after the Effective Date of the Contract, whichever date is earlier.

4.02 *Starting the Work*

- A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work may be done at the Site prior to such date.

4.03 *Reference Points*

- A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the

established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.04 *Progress Schedule*

- A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.05 as it may be adjusted from time to time as provided below.
 - 1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.05) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times.
 - 2. Proposed adjustments in the Progress Schedule that will change the Contract Times must be submitted in accordance with the requirements of Article 11.
- B. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work will be delayed or postponed pending resolution of any disputes or disagreements, or during any appeal process, except as permitted by Paragraph 16.04, or as Owner and Contractor may otherwise agree in writing.

4.05 *Delays in Contractor's Progress*

- A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times.
- B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor. Delay, disruption, and interference attributable to and within the control of a Subcontractor or Supplier shall be deemed to be within the control of Contractor.
- C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times. Such an adjustment will be Contractor's sole and exclusive remedy for the delays, disruption, and interference described in this paragraph. Causes of delay, disruption, or interference that may give rise to an adjustment in Contract Times under this paragraph include but are not limited to the following:
 - 1. Severe and unavoidable natural catastrophes such as fires, floods, epidemics, and earthquakes;
 - 2. Abnormal weather conditions;
 - 3. Acts or failures to act of third-party utility owners or other third-party entities (other than those third-party utility owners or other third-party entities performing other work at or adjacent to the Site as arranged by or under contract with Owner, as contemplated in Article 8); and
 - 4. Acts of war or terrorism.

- D. Contractor's entitlement to an adjustment of Contract Times or Contract Price is limited as follows:
1. Contractor's entitlement to an adjustment of the Contract Times is conditioned on the delay, disruption, or interference adversely affecting an activity on the critical path to completion of the Work, as of the time of the delay, disruption, or interference.
 2. Contractor shall not be entitled to an adjustment in Contract Price for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor. Such a concurrent delay by Contractor shall not preclude an adjustment of Contract Times to which Contractor is otherwise entitled.
 3. Adjustments of Contract Times or Contract Price are subject to the provisions of Article 11.
- E. Each Contractor request or Change Proposal seeking an increase in Contract Times or Contract Price must be supplemented by supporting data that sets forth in detail the following:
1. The circumstances that form the basis for the requested adjustment;
 2. The date upon which each cause of delay, disruption, or interference began to affect the progress of the Work;
 3. The date upon which each cause of delay, disruption, or interference ceased to affect the progress of the Work;
 4. The number of days' increase in Contract Times claimed as a consequence of each such cause of delay, disruption, or interference; and
 5. The impact on Contract Price, in accordance with the provisions of Paragraph 11.07.
- Contractor shall also furnish such additional supporting documentation as Owner or Engineer may require including, where appropriate, a revised progress schedule indicating all the activities affected by the delay, disruption, or interference, and an explanation of the effect of the delay, disruption, or interference on the critical path to completion of the Work.
- F. Delays, disruption, and interference to the performance or progress of the Work resulting from the existence of a differing subsurface or physical condition, an Underground Facility that was not shown or indicated by the Contract Documents, or not shown or indicated with reasonable accuracy, and those resulting from Hazardous Environmental Conditions, are governed by Article 5, together with the provisions of Paragraphs 4.05.D and 4.05.E.
- G. Paragraph 8.03 addresses delays, disruption, and interference to the performance or progress of the Work resulting from the performance of certain other work at or adjacent to the Site.

ARTICLE 5—SITE; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

5.01 *Availability of Lands*

- A. Owner shall furnish the Site. Owner shall notify Contractor in writing of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work.

- B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which permanent improvements are to be made and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.
- C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

5.02 *Use of Site and Other Areas*

A. *Limitation on Use of Site and Other Areas*

- 1. Contractor shall confine construction equipment, temporary construction facilities, the storage of materials and equipment, and the operations of workers to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and such other adjacent areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for (a) damage to the Site; (b) damage to any such other adjacent areas used for Contractor's operations; (c) damage to any other adjacent land or areas, or to improvements, structures, utilities, or similar facilities located at such adjacent lands or areas; and (d) for injuries and losses sustained by the owners or occupants of any such land or areas; provided that such damage or injuries result from the performance of the Work or from other actions or conduct of the Contractor or those for which Contractor is responsible.
 - 2. If a damage or injury claim is made by the owner or occupant of any such land or area because of the performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible, Contractor shall (a) take immediate corrective or remedial action as required by Paragraph 7.13, or otherwise; (b) promptly attempt to settle the claim as to all parties through negotiations with such owner or occupant, or otherwise resolve the claim by arbitration or other dispute resolution proceeding, or in a court of competent jurisdiction; and (c) to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from and against any such claim, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused directly or indirectly, in whole or in part by, or based upon, Contractor's performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible.
- B. *Removal of Debris During Performance of the Work:* During the progress of the Work the Contractor shall keep the Site and other adjacent areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris will conform to applicable Laws and Regulations.
 - C. *Cleaning:* Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site and adjacent areas all tools, appliances, construction equipment

and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

- D. *Loading of Structures*: Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent structures or land to stresses or pressures that will endanger them.

5.03 *Subsurface and Physical Conditions*

- A. *Reports and Drawings*: The Supplementary Conditions identify:

1. Those reports of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data;
2. Those drawings of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities), that contain Technical Data; and
3. Technical Data contained in such reports and drawings.

- B. *Underground Facilities*: Underground Facilities are shown or indicated on the Drawings, pursuant to Paragraph 5.05, and not in the drawings referred to in Paragraph 5.03.A. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data.

- C. *Reliance by Contractor on Technical Data*: Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely upon the accuracy of the Technical Data as defined in Paragraph 1.01.A.46.b.

- D. *Limitations of Other Data and Documents*: Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto;
2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings;
3. the contents of other Site-related documents made available to Contractor, such as record drawings from other projects at or adjacent to the Site, or Owner's archival documents concerning the Site; or
4. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions, or information.

5.04 *Differing Subsurface or Physical Conditions*

- A. *Notice by Contractor:* If Contractor believes that any subsurface or physical condition that is uncovered or revealed at the Site:
1. is of such a nature as to establish that any Technical Data on which Contractor is entitled to rely as provided in Paragraph 5.03 is materially inaccurate;
 2. is of such a nature as to require a change in the Drawings or Specifications;
 3. differs materially from that shown or indicated in the Contract Documents; or
 4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;
- then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.
- B. *Engineer's Review:* After receipt of written notice as required by the preceding paragraph, Engineer will promptly review the subsurface or physical condition in question; determine whether it is necessary for Owner to obtain additional exploration or tests with respect to the condition; conclude whether the condition falls within any one or more of the differing site condition categories in Paragraph 5.04.A; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and advise Owner in writing of Engineer's findings, conclusions, and recommendations.
- C. *Owner's Statement to Contractor Regarding Site Condition:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.
- D. *Early Resumption of Work:* If at any time Engineer determines that Work in connection with the subsurface or physical condition in question may resume prior to completion of Engineer's review or Owner's issuance of its statement to Contractor, because the condition in question has been adequately documented, and analyzed on a preliminary basis, then the Engineer may at its discretion instruct Contractor to resume such Work.
- E. *Possible Price and Times Adjustments*
1. Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times, to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, causes an increase or decrease in

Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

- a. Such condition must fall within any one or more of the categories described in Paragraph 5.04.A;
 - b. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03; and,
 - c. Contractor's entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E.
2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times with respect to a subsurface or physical condition if:
 - a. Contractor knew of the existence of such condition at the time Contractor made a commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract, or otherwise;
 - b. The existence of such condition reasonably could have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas expressly required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such commitment; or
 - c. Contractor failed to give the written notice required by Paragraph 5.04.A.
 3. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, then any such adjustment will be set forth in a Change Order.
 4. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the subsurface or physical condition in question.
- F. *Underground Facilities; Hazardous Environmental Conditions:* Paragraph 5.05 governs rights and responsibilities regarding the presence or location of Underground Facilities. Paragraph 5.06 governs rights and responsibilities regarding Hazardous Environmental Conditions. The provisions of Paragraphs 5.03 and 5.04 are not applicable to the presence or location of Underground Facilities, or to Hazardous Environmental Conditions.

5.05 *Underground Facilities*

- A. *Contractor's Responsibilities:* Unless it is otherwise expressly provided in the Supplementary Conditions, the cost of all of the following are included in the Contract Price, and Contractor shall have full responsibility for:
1. reviewing and checking all information and data regarding existing Underground Facilities at the Site;
 2. complying with applicable state and local utility damage prevention Laws and Regulations;

3. verifying the actual location of those Underground Facilities shown or indicated in the Contract Documents as being within the area affected by the Work, by exposing such Underground Facilities during the course of construction;
 4. coordination of the Work with the owners (including Owner) of such Underground Facilities, during construction; and
 5. the safety and protection of all existing Underground Facilities at the Site, and repairing any damage thereto resulting from the Work.
- B. *Notice by Contractor:* If Contractor believes that an Underground Facility that is uncovered or revealed at the Site was not shown or indicated on the Drawings, or was not shown or indicated on the Drawings with reasonable accuracy, then Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing regarding such Underground Facility.
- C. *Engineer's Review:* Engineer will:
1. promptly review the Underground Facility and conclude whether such Underground Facility was not shown or indicated on the Drawings, or was not shown or indicated with reasonable accuracy;
 2. identify and communicate with the owner of the Underground Facility; prepare recommendations to Owner (and if necessary issue any preliminary instructions to Contractor) regarding the Contractor's resumption of Work in connection with the Underground Facility in question;
 3. obtain any pertinent cost or schedule information from Contractor; determine the extent, if any, to which a change is required in the Drawings or Specifications to reflect and document the consequences of the existence or location of the Underground Facility; and
 4. advise Owner in writing of Engineer's findings, conclusions, and recommendations.
- During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.
- D. *Owner's Statement to Contractor Regarding Underground Facility:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the Underground Facility in question addressing the resumption of Work in connection with such Underground Facility, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations in whole or in part.
- E. *Early Resumption of Work:* If at any time Engineer determines that Work in connection with the Underground Facility may resume prior to completion of Engineer's review or Owner's issuance of its statement to Contractor, because the Underground Facility in question and conditions affected by its presence have been adequately documented, and analyzed on a preliminary basis, then the Engineer may at its discretion instruct Contractor to resume such Work.
- F. *Possible Price and Times Adjustments*
1. Contractor shall be entitled to an equitable adjustment in the Contract Price or Contract Times, to the extent that any existing Underground Facility at the Site that was not shown

or indicated on the Drawings, or was not shown or indicated with reasonable accuracy, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

- a. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03;
 - b. Contractor's entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E; and
 - c. Contractor gave the notice required in Paragraph 5.05.B.
2. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, then any such adjustment will be set forth in a Change Order.
 3. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the Underground Facility in question.
 4. The information and data shown or indicated on the Drawings with respect to existing Underground Facilities at the Site is based on information and data (a) furnished by the owners of such Underground Facilities, or by others, (b) obtained from available records, or (c) gathered in an investigation conducted in accordance with the current edition of ASCE 38, Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data, by the American Society of Civil Engineers. If such information or data is incorrect or incomplete, Contractor's remedies are limited to those set forth in this Paragraph 5.05.F.

5.06 *Hazardous Environmental Conditions at Site*

A. *Reports and Drawings:* The Supplementary Conditions identify:

1. those reports known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site;
2. drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site; and
3. Technical Data contained in such reports and drawings.

B. *Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely on the accuracy of the Technical Data as defined in Paragraph 1.01.A.46.b. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures

- of construction to be employed by Contractor, and safety precautions and programs incident thereto;
2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or
 3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions or information.
- C. Contractor shall not be responsible for removing or remediating any Hazardous Environmental Condition encountered, uncovered, or revealed at the Site unless such removal or remediation is expressly identified in the Contract Documents to be within the scope of the Work.
- D. Contractor shall be responsible for controlling, containing, and duly removing all Constituents of Concern brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible, and for any associated costs; and for the costs of removing and remediating any Hazardous Environmental Condition created by the presence of any such Constituents of Concern.
- E. If Contractor encounters, uncovers, or reveals a Hazardous Environmental Condition whose removal or remediation is not expressly identified in the Contract Documents as being within the scope of the Work, or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, then Contractor shall immediately: (1) secure or otherwise isolate such condition; (2) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 7.15); and (3) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 5.06.F. If Contractor or anyone for whom Contractor is responsible created the Hazardous Environmental Condition in question, then Owner may remove and remediate the Hazardous Environmental Condition, and impose a set-off against payments to account for the associated costs.
- F. Contractor shall not resume Work in connection with such Hazardous Environmental Condition or in any affected area until after Owner has obtained any required permits related thereto, and delivered written notice to Contractor either (1) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (2) specifying any special conditions under which such Work may be resumed safely.
- G. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, as a result of such Work stoppage, such special conditions under which Work is agreed to be resumed by Contractor, or any costs or expenses incurred in response to the Hazardous Environmental Condition, then within 30 days of Owner's written notice regarding the resumption of Work, Contractor may submit a Change Proposal, or Owner may impose a set-off. Entitlement to any such adjustment is subject to the provisions of Paragraphs 4.05.D, 4.05.E, 11.07, and 11.08.
- H. If, after receipt of such written notice, Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special

conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work, following the contractual change procedures in Article 11. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 8.

- I. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition (1) was not shown or indicated in the Drawings, Specifications, or other Contract Documents, identified as Technical Data entitled to limited reliance pursuant to Paragraph 5.06.B, or identified in the Contract Documents to be included within the scope of the Work, and (2) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.I obligates Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- J. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the failure to control, contain, or remove a Constituent of Concern brought to the Site by Contractor or by anyone for whom Contractor is responsible, or to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.J obligates Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- K. The provisions of Paragraphs 5.03, 5.04, and 5.05 do not apply to the presence of Constituents of Concern or to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 6—BONDS AND INSURANCE

6.01 *Performance, Payment, and Other Bonds*

- A. Contractor shall furnish a performance bond and a payment bond, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of Contractor's obligations under the Contract. These bonds must remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 15.08, whichever is later, except as provided otherwise by Laws or Regulations, the terms of a prescribed bond form, the Supplementary Conditions, or other provisions of the Contract.
- B. Contractor shall also furnish such other bonds (if any) as are required by the Supplementary Conditions or other provisions of the Contract.
- C. All bonds must be in the form included in the Bidding Documents or otherwise specified by Owner prior to execution of the Contract, except as provided otherwise by Laws or

Regulations, and must be issued and signed by a surety named in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Department Circular 570 (as amended and supplemented) by the Bureau of the Fiscal Service, U.S. Department of the Treasury. A bond signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority must show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond.

- D. Contractor shall obtain the required bonds from surety companies that are duly licensed or authorized, in the state or jurisdiction in which the Project is located, to issue bonds in the required amounts.
- E. If the surety on a bond furnished by Contractor is declared bankrupt or becomes insolvent, or the surety ceases to meet the requirements above, then Contractor shall promptly notify Owner and Engineer in writing and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which must comply with the bond and surety requirements above.
- F. If Contractor has failed to obtain a required bond, Owner may exclude the Contractor from the Site and exercise Owner's termination rights under Article 16.
- G. Upon request to Owner from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, Owner shall provide a copy of the payment bond to such person or entity.
- H. Upon request to Contractor from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, Contractor shall provide a copy of the payment bond to such person or entity.

6.02 *Insurance—General Provisions*

- A. Owner and Contractor shall obtain and maintain insurance as required in this article and in the Supplementary Conditions.
- B. All insurance required by the Contract to be purchased and maintained by Owner or Contractor shall be obtained from insurance companies that are duly licensed or authorized in the state or jurisdiction in which the Project is located to issue insurance policies for the required limits and coverages. Unless a different standard is indicated in the Supplementary Conditions, all companies that provide insurance policies required under this Contract shall have an A.M. Best rating of A-VII or better.
- C. Alternative forms of insurance coverage, including but not limited to self-insurance and "Occupational Accident and Excess Employer's Indemnity Policies," are not sufficient to meet the insurance requirements of this Contract, unless expressly allowed in the Supplementary Conditions.
- D. Contractor shall deliver to Owner, with copies to each additional insured identified in the Contract, certificates of insurance and endorsements establishing that Contractor has obtained and is maintaining the policies and coverages required by the Contract. Upon request by Owner or any other insured, Contractor shall also furnish other evidence of such required insurance, including but not limited to copies of policies, documentation of applicable self-insured retentions (if allowed) and deductibles, full disclosure of all relevant exclusions, and evidence of insurance required to be purchased and maintained by

Subcontractors or Suppliers. In any documentation furnished under this provision, Contractor, Subcontractors, and Suppliers may block out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those applicable to this Contract.

- E. Owner shall deliver to Contractor, with copies to each additional insured identified in the Contract, certificates of insurance and endorsements establishing that Owner has obtained and is maintaining the policies and coverages required of Owner by the Contract (if any). Upon request by Contractor or any other insured, Owner shall also provide other evidence of such required insurance (if any), including but not limited to copies of policies, documentation of applicable self-insured retentions (if allowed) and deductibles, and full disclosure of all relevant exclusions. In any documentation furnished under this provision, Owner may block out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those relevant to this Contract.
- F. Failure of Owner or Contractor to demand such certificates or other evidence of the other party's full compliance with these insurance requirements, or failure of Owner or Contractor to identify a deficiency in compliance from the evidence provided, will not be construed as a waiver of the other party's obligation to obtain and maintain such insurance.
- G. In addition to the liability insurance required to be provided by Contractor, the Owner, at Owner's option, may purchase and maintain Owner's own liability insurance. Owner's liability policies, if any, operate separately and independently from policies required to be provided by Contractor, and Contractor cannot rely upon Owner's liability policies for any of Contractor's obligations to the Owner, Engineer, or third parties.
- H. Contractor shall require:
 - 1. Subcontractors to purchase and maintain worker's compensation, commercial general liability, and other insurance that is appropriate for their participation in the Project, and to name as additional insureds Owner and Engineer (and any other individuals or entities identified in the Supplementary Conditions as additional insureds on Contractor's liability policies) on each Subcontractor's commercial general liability insurance policy; and
 - 2. Suppliers to purchase and maintain insurance that is appropriate for their participation in the Project.
- I. If either party does not purchase or maintain the insurance required of such party by the Contract, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage.
- J. If Contractor has failed to obtain and maintain required insurance, Contractor's entitlement to enter or remain at the Site will end immediately, and Owner may impose an appropriate set-off against payment for any associated costs (including but not limited to the cost of purchasing necessary insurance coverage), and exercise Owner's termination rights under Article 16.
- K. Without prejudice to any other right or remedy, if a party has failed to obtain required insurance, the other party may elect (but is in no way obligated) to obtain equivalent insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and the Contract Price will be adjusted accordingly.

- L. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor or Contractor's interests. Contractor is responsible for determining whether such coverage and limits are adequate to protect its interests, and for obtaining and maintaining any additional insurance that Contractor deems necessary.
- M. The insurance and insurance limits required herein will not be deemed as a limitation on Contractor's liability, or that of its Subcontractors or Suppliers, under the indemnities granted to Owner and other individuals and entities in the Contract or otherwise.
- N. All the policies of insurance required to be purchased and maintained under this Contract will contain a provision or endorsement that the coverage afforded will not be canceled, or renewal refused, until at least 10 days prior written notice has been given to the purchasing policyholder. Within three days of receipt of any such written notice, the purchasing policyholder shall provide a copy of the notice to each other insured and Engineer.

6.03 *Contractor's Insurance*

- A. *Required Insurance:* Contractor shall purchase and maintain Worker's Compensation, Commercial General Liability, and other insurance pursuant to the specific requirements of the Supplementary Conditions.
- B. *General Provisions:* The policies of insurance required by this Paragraph 6.03 as supplemented must:
 - 1. include at least the specific coverages required;
 - 2. be written for not less than the limits provided, or those required by Laws or Regulations, whichever is greater;
 - 3. remain in effect at least until the Work is complete (as set forth in Paragraph 15.06.D), and longer if expressly required elsewhere in this Contract, and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work as a warranty or correction obligation, or otherwise, or returning to the Site to conduct other tasks arising from the Contract;
 - 4. apply with respect to the performance of the Work, whether such performance is by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable; and
 - 5. include all necessary endorsements to support the stated requirements.
- C. *Additional Insureds:* The Contractor's commercial general liability, automobile liability, employer's liability, umbrella or excess, pollution liability, and unmanned aerial vehicle liability policies, if required by this Contract, must:
 - 1. include and list as additional insureds Owner and Engineer, and any individuals or entities identified as additional insureds in the Supplementary Conditions;
 - 2. include coverage for the respective officers, directors, members, partners, employees, and consultants of all such additional insureds;
 - 3. afford primary coverage to these additional insureds for all claims covered thereby (including as applicable those arising from both ongoing and completed operations);

4. not seek contribution from insurance maintained by the additional insured; and
5. as to commercial general liability insurance, apply to additional insureds with respect to liability caused in whole or in part by Contractor's acts or omissions, or the acts and omissions of those working on Contractor's behalf, in the performance of Contractor's operations.

6.04 *Builder's Risk and Other Property Insurance*

- A. *Builder's Risk:* Unless otherwise provided in the Supplementary Conditions, Contractor shall purchase and maintain builder's risk insurance upon the Work on a completed value basis, in the amount of the Work's full insurable replacement cost (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). The specific requirements applicable to the builder's risk insurance are set forth in the Supplementary Conditions.
- B. *Property Insurance for Facilities of Owner Where Work Will Occur:* Owner is responsible for obtaining and maintaining property insurance covering each existing structure, building, or facility in which any part of the Work will occur, or to which any part of the Work will attach or be adjoined. Such property insurance will be written on a special perils (all-risk) form, on a replacement cost basis, providing coverage consistent with that required for the builder's risk insurance, and will be maintained until the Work is complete, as set forth in Paragraph 15.06.D.
- C. *Property Insurance for Substantially Complete Facilities:* Promptly after Substantial Completion, and before actual occupancy or use of the substantially completed Work, Owner will obtain property insurance for such substantially completed Work, and maintain such property insurance at least until the Work is complete, as set forth in Paragraph 15.06.D. Such property insurance will be written on a special perils (all-risk) form, on a replacement cost basis, and provide coverage consistent with that required for the builder's risk insurance. The builder's risk insurance may terminate upon written confirmation of Owner's procurement of such property insurance.
- D. *Partial Occupancy or Use by Owner:* If Owner will occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work, as provided in Paragraph 15.04, then Owner (directly, if it is the purchaser of the builder's risk policy, or through Contractor) will provide advance notice of such occupancy or use to the builder's risk insurer, and obtain an endorsement consenting to the continuation of coverage prior to commencing such partial occupancy or use.
- E. *Insurance of Other Property; Additional Insurance:* If the express insurance provisions of the Contract do not require or address the insurance of a property item or interest, then the entity or individual owning such property item will be responsible for insuring it. If Contractor elects to obtain other special insurance to be included in or supplement the builder's risk or property insurance policies provided under this Paragraph 6.04, it may do so at Contractor's expense.

6.05 *Property Losses; Subrogation*

- A. The builder's risk insurance policy purchased and maintained in accordance with Paragraph 6.04 (or an installation floater policy if authorized by the Supplementary Conditions), will contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any insureds thereunder, or against

Engineer or its consultants, or their officers, directors, members, partners, employees, agents, consultants, or subcontractors.

1. Owner and Contractor waive all rights against each other and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils, risks, or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Engineer, its consultants, all individuals or entities identified in the Supplementary Conditions as builder's risk or installation floater insureds, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, under such policies for losses and damages so caused.
 2. None of the above waivers extends to the rights that any party making such waiver may have to the proceeds of insurance held by Owner or Contractor as trustee or fiduciary, or otherwise payable under any policy so issued.
- B. Any property insurance policy maintained by Owner covering any loss, damage, or consequential loss to Owner's existing structures, buildings, or facilities in which any part of the Work will occur, or to which any part of the Work will attach or adjoin; to adjacent structures, buildings, or facilities of Owner; or to part or all of the completed or substantially completed Work, during partial occupancy or use pursuant to Paragraph 15.04, after Substantial Completion pursuant to Paragraph 15.03, or after final payment pursuant to Paragraph 15.06, will contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any insureds thereunder, or against Contractor, Subcontractors, or Engineer, or the officers, directors, members, partners, employees, agents, consultants, or subcontractors of each and any of them, and that the insured is allowed to waive the insurer's rights of subrogation in a written contract executed prior to the loss, damage, or consequential loss.
1. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from fire or any of the perils, risks, or causes of loss covered by such policies.
- C. The waivers in this Paragraph 6.05 include the waiver of rights due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other insured peril, risk, or cause of loss.
- D. Contractor shall be responsible for assuring that each Subcontract contains provisions whereby the Subcontractor waives all rights against Owner, Contractor, all individuals or entities identified in the Supplementary Conditions as insureds, the Engineer and its consultants, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, relating to, or resulting from fire or other peril, risk, or cause of loss covered by builder's risk insurance, installation floater, and any other property insurance applicable to the Work.

6.06 *Receipt and Application of Property Insurance Proceeds*

- A. Any insured loss under the builder's risk and other policies of property insurance required by Paragraph 6.04 will be adjusted and settled with the named insured that purchased the policy. Such named insured shall act as fiduciary for the other insureds, and give notice to such other insureds that adjustment and settlement of a claim is in progress. Any other insured may state its position regarding a claim for insured loss in writing within 15 days after notice of such claim.
- B. Proceeds for such insured losses may be made payable by the insurer either jointly to multiple insureds, or to the named insured that purchased the policy in its own right and as fiduciary for other insureds, subject to the requirements of any applicable mortgage clause. A named insured receiving insurance proceeds under the builder's risk and other policies of insurance required by Paragraph 6.04 shall maintain such proceeds in a segregated account, and distribute such proceeds in accordance with such agreement as the parties in interest may reach, or as otherwise required under the dispute resolution provisions of this Contract or applicable Laws and Regulations.
- C. If no other special agreement is reached, Contractor shall repair or replace the damaged Work, using allocated insurance proceeds.

ARTICLE 7—CONTRACTOR'S RESPONSIBILITIES

7.01 *Contractor's Means and Methods of Construction*

- A. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.
- B. If the Contract Documents note, or Contractor determines, that professional engineering or other design services are needed to carry out Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures, or for Site safety, then Contractor shall cause such services to be provided by a properly licensed design professional, at Contractor's expense. Such services are not Owner-delegated professional design services under this Contract, and neither Owner nor Engineer has any responsibility with respect to (1) Contractor's determination of the need for such services, (2) the qualifications or licensing of the design professionals retained or employed by Contractor, (3) the performance of such services, or (4) any errors, omissions, or defects in such services.

7.02 *Supervision and Superintendence*

- A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents.
- B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who will not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

7.03 *Labor; Working Hours*

- A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall maintain good discipline and order at the Site.

- B. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of Contractor's employees; of Suppliers and Subcontractors, and their employees; and of any other individuals or entities performing or furnishing any of the Work, just as Contractor is responsible for Contractor's own acts and omissions.
- C. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site will be performed during regular working hours, Monday through Friday. Contractor will not perform Work on a Saturday, Sunday, or any legal holiday. Contractor may perform Work outside regular working hours or on Saturdays, Sundays, or legal holidays only with Owner's written consent, which will not be unreasonably withheld.

7.04 *Services, Materials, and Equipment*

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.
- B. All materials and equipment incorporated into the Work must be new and of good quality, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications will expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.
- C. All materials and equipment must be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

7.05 *"Or Equals"*

- A. *Contractor's Request; Governing Criteria:* Whenever an item of equipment or material is specified or described in the Contract Documents by using the names of one or more proprietary items or specific Suppliers, the Contract Price has been based upon Contractor furnishing such item as specified. The specification or description of such an item is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or equal" item is permitted, Contractor may request that Engineer authorize the use of other items of equipment or material, or items from other proposed Suppliers, under the circumstances described below.
 - 1. If Engineer in its sole discretion determines that an item of equipment or material proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, Engineer will deem it an "or equal" item. For the purposes of this paragraph, a proposed item of equipment or material will be considered functionally equal to an item so named if:
 - a. in the exercise of reasonable judgment Engineer determines that the proposed item:
 - 1) is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;

- 2) will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole;
 - 3) has a proven record of performance and availability of responsive service; and
 - 4) is not objectionable to Owner.
- b. Contractor certifies that, if the proposed item is approved and incorporated into the Work:
- 1) there will be no increase in cost to the Owner or increase in Contract Times; and
 - 2) the item will conform substantially to the detailed requirements of the item named in the Contract Documents.
- B. *Contractor's Expense:* Contractor shall provide all data in support of any proposed "or equal" item at Contractor's expense.
- C. *Engineer's Evaluation and Determination:* Engineer will be allowed a reasonable time to evaluate each "or-equal" request. Engineer may require Contractor to furnish additional data about the proposed "or-equal" item. Engineer will be the sole judge of acceptability. No "or-equal" item will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an "or-equal," which will be evidenced by an approved Shop Drawing or other written communication. Engineer will advise Contractor in writing of any negative determination.
- D. *Effect of Engineer's Determination:* Neither approval nor denial of an "or-equal" request will result in any change in Contract Price. The Engineer's denial of an "or-equal" request will be final and binding, and may not be reversed through an appeal under any provision of the Contract.
- E. *Treatment as a Substitution Request:* If Engineer determines that an item of equipment or material proposed by Contractor does not qualify as an "or-equal" item, Contractor may request that Engineer consider the item a proposed substitute pursuant to Paragraph 7.06.

7.06 Substitutes

- A. *Contractor's Request; Governing Criteria:* Unless the specification or description of an item of equipment or material required to be furnished under the Contract Documents contains or is followed by words reading that no substitution is permitted, Contractor may request that Engineer authorize the use of other items of equipment or material under the circumstances described below. To the extent possible such requests must be made before commencement of related construction at the Site.
1. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is functionally equivalent to that named and an acceptable substitute therefor. Engineer will not accept requests for review of proposed substitute items of equipment or material from anyone other than Contractor.
 2. The requirements for review by Engineer will be as set forth in Paragraph 7.06.B, as supplemented by the Specifications, and as Engineer may decide is appropriate under the circumstances.

3. Contractor shall make written application to Engineer for review of a proposed substitute item of equipment or material that Contractor seeks to furnish or use. The application:
 - a. will certify that the proposed substitute item will:
 - 1) perform adequately the functions and achieve the results called for by the general design;
 - 2) be similar in substance to the item specified; and
 - 3) be suited to the same use as the item specified.
 - b. will state:
 - 1) the extent, if any, to which the use of the proposed substitute item will necessitate a change in Contract Times;
 - 2) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item; and
 - 3) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty.
 - c. will identify:
 - 1) all variations of the proposed substitute item from the item specified; and
 - 2) available engineering, sales, maintenance, repair, and replacement services.
 - d. will contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including but not limited to changes in Contract Price, shared savings, costs of redesign, and claims of other contractors affected by any resulting change.
- B. *Engineer's Evaluation and Determination:* Engineer will be allowed a reasonable time to evaluate each substitute request, and to obtain comments and direction from Owner. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No substitute will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an acceptable substitute. Engineer's determination will be evidenced by a Field Order or a proposed Change Order accounting for the substitution itself and all related impacts, including changes in Contract Price or Contract Times. Engineer will advise Contractor in writing of any negative determination.
- C. *Special Guarantee:* Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.
- D. *Reimbursement of Engineer's Cost:* Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.

- E. *Contractor's Expense:* Contractor shall provide all data in support of any proposed substitute at Contractor's expense.
- F. *Effect of Engineer's Determination:* If Engineer approves the substitution request, Contractor shall execute the proposed Change Order and proceed with the substitution. The Engineer's denial of a substitution request will be final and binding, and may not be reversed through an appeal under any provision of the Contract. Contractor may challenge the scope of reimbursement costs imposed under Paragraph 7.06.D, by timely submittal of a Change Proposal.

7.07 *Concerning Subcontractors and Suppliers*

- A. Contractor may retain Subcontractors and Suppliers for the performance of parts of the Work. Such Subcontractors and Suppliers must be acceptable to Owner. The Contractor's retention of a Subcontractor or Supplier for the performance of parts of the Work will not relieve Contractor's obligation to Owner to perform and complete the Work in accordance with the Contract Documents.
- B. Contractor shall retain specific Subcontractors and Suppliers for the performance of designated parts of the Work if required by the Contract to do so.
- C. Subsequent to the submittal of Contractor's Bid or final negotiation of the terms of the Contract, Owner may not require Contractor to retain any Subcontractor or Supplier to furnish or perform any of the Work against which Contractor has reasonable objection.
- D. Prior to entry into any binding subcontract or purchase order, Contractor shall submit to Owner the identity of the proposed Subcontractor or Supplier (unless Owner has already deemed such proposed Subcontractor or Supplier acceptable during the bidding process or otherwise). Such proposed Subcontractor or Supplier shall be deemed acceptable to Owner unless Owner raises a substantive, reasonable objection within 5 days.
- E. Owner may require the replacement of any Subcontractor or Supplier. Owner also may require Contractor to retain specific replacements; provided, however, that Owner may not require a replacement to which Contractor has a reasonable objection. If Contractor has submitted the identity of certain Subcontractors or Suppliers for acceptance by Owner, and Owner has accepted it (either in writing or by failing to make written objection thereto), then Owner may subsequently revoke the acceptance of any such Subcontractor or Supplier so identified solely on the basis of substantive, reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor or Supplier.
- F. If Owner requires the replacement of any Subcontractor or Supplier retained by Contractor to perform any part of the Work, then Contractor shall be entitled to an adjustment in Contract Price or Contract Times, with respect to the replacement; and Contractor shall initiate a Change Proposal for such adjustment within 30 days of Owner's requirement of replacement.
- G. No acceptance by Owner of any such Subcontractor or Supplier, whether initially or as a replacement, will constitute a waiver of the right of Owner to the completion of the Work in accordance with the Contract Documents.

- H. On a monthly basis, Contractor shall submit to Engineer a complete list of all Subcontractors and Suppliers having a direct contract with Contractor, and of all other Subcontractors and Suppliers known to Contractor at the time of submittal.
- I. Contractor shall be solely responsible for scheduling and coordinating the work of Subcontractors and Suppliers.
- J. The divisions and sections of the Specifications and the identifications of any Drawings do not control Contractor in dividing the Work among Subcontractors or Suppliers, or in delineating the Work to be performed by any specific trade.
- K. All Work performed for Contractor by a Subcontractor or Supplier must be pursuant to an appropriate contractual agreement that specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract for the benefit of Owner and Engineer.
- L. Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor for Work performed for Contractor by the Subcontractor or Supplier.
- M. Contractor shall restrict all Subcontractors and Suppliers from communicating with Engineer or Owner, except through Contractor or in case of an emergency, or as otherwise expressly allowed in this Contract.

7.08 *Patent Fees and Royalties*

- A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If an invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights will be disclosed in the Contract Documents.
- B. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, and its officers, directors, members, partners, employees, agents, consultants, and subcontractors, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device specified in the Contract Documents, but not identified as being subject to payment of any license fee or royalty to others required by patent rights or copyrights.
- C. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

7.09 *Permits*

- A. Unless otherwise provided in the Contract Documents, Contractor shall obtain and pay for all construction permits, licenses, and certificates of occupancy. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of the submission of Contractor's Bid (or when Contractor became bound under a negotiated contract). Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

7.10 *Taxes*

- A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

7.11 *Laws and Regulations*

- A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- B. If Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work or other action. It is not Contractor's responsibility to make certain that the Work described in the Contract Documents is in accordance with Laws and Regulations, but this does not relieve Contractor of its obligations under Paragraph 3.03.
- C. Owner or Contractor may give written notice to the other party of any changes after the submission of Contractor's Bid (or after the date when Contractor became bound under a negotiated contract) in Laws or Regulations having an effect on the cost or time of performance of the Work, including but not limited to changes in Laws or Regulations having an effect on procuring permits and on sales, use, value-added, consumption, and other similar taxes. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times resulting from such changes, then within 30 days of such written notice Contractor may submit a Change Proposal, or Owner may initiate a Claim.

7.12 *Record Documents*

- A. Contractor shall maintain in a safe place at the Site one printed record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, written interpretations and clarifications, and approved Shop Drawings. Contractor shall keep such record documents in good order and annotate them to show changes made during construction. These record documents, together with all approved Samples, will be available to Engineer for reference. Upon completion of the Work, Contractor shall deliver these record documents to Engineer.

7.13 *Safety and Protection*

- A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations.
- B. Contractor shall designate a qualified and experienced safety representative whose duties and responsibilities are the prevention of Work-related accidents and the maintenance and supervision of safety precautions and programs.
- C. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
 - 1. all persons on the Site or who may be affected by the Work;
 - 2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
 - 3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.
- D. All damage, injury, or loss to any property referred to in Paragraph 7.13.C.2 or 7.13.C.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).
- E. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection.
- F. Contractor shall notify Owner; the owners of adjacent property; the owners of Underground Facilities and other utilities (if the identity of such owners is known to Contractor); and other contractors and utility owners performing work at or adjacent to the Site, in writing, when Contractor knows that prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.
- G. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. Any Owner's safety programs that are applicable to the Work are identified or included in the Supplementary Conditions or Specifications.
- H. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.

- I. Contractor's duties and responsibilities for safety and protection will continue until all the Work is completed, Engineer has issued a written notice to Owner and Contractor in accordance with Paragraph 15.06.C that the Work is acceptable, and Contractor has left the Site (except as otherwise expressly provided in connection with Substantial Completion).
- J. Contractor's duties and responsibilities for safety and protection will resume whenever Contractor or any Subcontractor or Supplier returns to the Site to fulfill warranty or correction obligations, or to conduct other tasks arising from the Contract Documents.

7.14 *Hazard Communication Programs*

- A. Contractor shall be responsible for coordinating any exchange of safety data sheets (formerly known as material safety data sheets) or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

7.15 *Emergencies*

- A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused by an emergency, or are required as a result of Contractor's response to an emergency. If Engineer determines that a change in the Contract Documents is required because of an emergency or Contractor's response, a Work Change Directive or Change Order will be issued.

7.16 *Submittals*

A. *Shop Drawing and Sample Requirements*

- 1. Before submitting a Shop Drawing or Sample, Contractor shall:
 - a. review and coordinate the Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;
 - b. determine and verify:
 - 1) all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect to the Submittal;
 - 2) the suitability of all materials and equipment offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and
 - 3) all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto;
 - c. confirm that the Submittal is complete with respect to all related data included in the Submittal.
- 2. Each Shop Drawing or Sample must bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that Submittal, and that Contractor approves the Submittal.

3. With each Shop Drawing or Sample, Contractor shall give Engineer specific written notice of any variations that the Submittal may have from the requirements of the Contract Documents. This notice must be set forth in a written communication separate from the Submittal; and, in addition, in the case of a Shop Drawing by a specific notation made on the Shop Drawing itself.
- B. *Submittal Procedures for Shop Drawings and Samples:* Contractor shall label and submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals.
1. *Shop Drawings*
 - a. Contractor shall submit the number of copies required in the Specifications.
 - b. Data shown on the Shop Drawings must be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide, and to enable Engineer to review the information for the limited purposes required by Paragraph 7.16.C.
 2. *Samples*
 - a. Contractor shall submit the number of Samples required in the Specifications.
 - b. Contractor shall clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the Submittal for the limited purposes required by Paragraph 7.16.C.
 3. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.
- C. *Engineer's Review of Shop Drawings and Samples*
1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the accepted Schedule of Submittals. Engineer's review and approval will be only to determine if the items covered by the Submittals will, after installation or incorporation in the Work, comply with the requirements of the Contract Documents, and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
 2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction, or to safety precautions or programs incident thereto.
 3. Engineer's review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.
 4. Engineer's review and approval of a Shop Drawing or Sample will not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 7.16.A.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer will

document any such approved variation from the requirements of the Contract Documents in a Field Order or other appropriate Contract modification.

5. Engineer's review and approval of a Shop Drawing or Sample will not relieve Contractor from responsibility for complying with the requirements of Paragraphs 7.16.A and B.
6. Engineer's review and approval of a Shop Drawing or Sample, or of a variation from the requirements of the Contract Documents, will not, under any circumstances, change the Contract Times or Contract Price, unless such changes are included in a Change Order.
7. Neither Engineer's receipt, review, acceptance, or approval of a Shop Drawing or Sample will result in such item becoming a Contract Document.
8. Contractor shall perform the Work in compliance with the requirements and commitments set forth in approved Shop Drawings and Samples, subject to the provisions of Paragraph 7.16.C.4.

D. Resubmittal Procedures for Shop Drawings and Samples

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous Submittals.
2. Contractor shall furnish required Shop Drawing and Sample submittals with sufficient information and accuracy to obtain required approval of an item with no more than two resubmittals. Engineer will record Engineer's time for reviewing a third or subsequent resubmittal of a Shop Drawing or Sample, and Contractor shall be responsible for Engineer's charges to Owner for such time. Owner may impose a set-off against payments due Contractor to secure reimbursement for such charges.
3. If Contractor requests a change of a previously approved Shop Drawing or Sample, Contractor shall be responsible for Engineer's charges to Owner for its review time, and Owner may impose a set-off against payments due Contractor to secure reimbursement for such charges, unless the need for such change is beyond the control of Contractor.

E. Submittals Other than Shop Drawings, Samples, and Owner-Delegated Designs

1. The following provisions apply to all Submittals other than Shop Drawings, Samples, and Owner-delegated designs:
 - a. Contractor shall submit all such Submittals to the Engineer in accordance with the Schedule of Submittals and pursuant to the applicable terms of the Contract Documents.
 - b. Engineer will provide timely review of all such Submittals in accordance with the Schedule of Submittals and return such Submittals with a notation of either Accepted or Not Accepted. Any such Submittal that is not returned within the time established in the Schedule of Submittals will be deemed accepted.
 - c. Engineer's review will be only to determine if the Submittal is acceptable under the requirements of the Contract Documents as to general form and content of the Submittal.

- d. If any such Submittal is not accepted, Contractor shall confer with Engineer regarding the reason for the non-acceptance, and resubmit an acceptable document.
- 2. Procedures for the submittal and acceptance of the Progress Schedule, the Schedule of Submittals, and the Schedule of Values are set forth in Paragraphs 2.03, 2.04, and 2.05.
- F. Owner-delegated Designs: Submittals pursuant to Owner-delegated designs are governed by the provisions of Paragraph 7.19.

7.17 Contractor's General Warranty and Guarantee

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer is entitled to rely on Contractor's warranty and guarantee.
- B. Owner's rights under this warranty and guarantee are in addition to, and are not limited by, Owner's rights under the correction period provisions of Paragraph 15.08. The time in which Owner may enforce its warranty and guarantee rights under this Paragraph 7.17 is limited only by applicable Laws and Regulations restricting actions to enforce such rights; provided, however, that after the end of the correction period under Paragraph 15.08:
 - 1. Owner shall give Contractor written notice of any defective Work within 60 days of the discovery that such Work is defective; and
 - 2. Such notice will be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim must be brought within 30 days of the notice.
- C. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:
 - 1. abuse, or improper modification, maintenance, or operation, by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or
 - 2. normal wear and tear under normal usage.
- D. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents is absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents, a release of Contractor's obligation to perform the Work in accordance with the Contract Documents, or a release of Owner's warranty and guarantee rights under this Paragraph 7.17:
 - 1. Observations by Engineer;
 - 2. Recommendation by Engineer or payment by Owner of any progress or final payment;
 - 3. The issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;
 - 4. Use or occupancy of the Work or any part thereof by Owner;
 - 5. Any review and approval of a Shop Drawing or Sample submittal;
 - 6. The issuance of a notice of acceptability by Engineer;
 - 7. The end of the correction period established in Paragraph 15.08;
 - 8. Any inspection, test, or approval by others; or

9. Any correction of defective Work by Owner.
- E. If the Contract requires the Contractor to accept the assignment of a contract entered into by Owner, then the specific warranties, guarantees, and correction obligations contained in the assigned contract will govern with respect to Contractor's performance obligations to Owner for the Work described in the assigned contract.

7.18 *Indemnification*

- A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from losses, damages, costs, and judgments (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising from third-party claims or actions relating to or resulting from the performance or furnishing of the Work, provided that any such claim, action, loss, cost, judgment or damage is attributable to bodily injury, sickness, disease, or death, or to damage to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable.
- B. In any and all claims against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 7.18.A will not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

7.19 *Delegation of Professional Design Services*

- A. Owner may require Contractor to provide professional design services for a portion of the Work by express delegation in the Contract Documents. Such delegation will specify the performance and design criteria that such services must satisfy, and the Submittals that Contractor must furnish to Engineer with respect to the Owner-delegated design.
- B. Contractor shall cause such Owner-delegated professional design services to be provided pursuant to the professional standard of care by a properly licensed design professional, whose signature and seal must appear on all drawings, calculations, specifications, certifications, and Submittals prepared by such design professional. Such design professional must issue all certifications of design required by Laws and Regulations.
- C. If a Shop Drawing or other Submittal related to the Owner-delegated design is prepared by Contractor, a Subcontractor, or others for submittal to Engineer, then such Shop Drawing or other Submittal must bear the written approval of Contractor's design professional when submitted by Contractor to Engineer.

- D. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, and approvals performed or provided by the design professionals retained or employed by Contractor under an Owner-delegated design, subject to the professional standard of care and the performance and design criteria stated in the Contract Documents.
- E. Pursuant to this Paragraph 7.19, Engineer's review, approval, and other determinations regarding design drawings, calculations, specifications, certifications, and other Submittals furnished by Contractor pursuant to an Owner-delegated design will be only for the following limited purposes:
 - 1. Checking for conformance with the requirements of this Paragraph 7.19;
 - 2. Confirming that Contractor (through its design professionals) has used the performance and design criteria specified in the Contract Documents; and
 - 3. Establishing that the design furnished by Contractor is consistent with the design concept expressed in the Contract Documents.
- F. Contractor shall not be responsible for the adequacy of performance or design criteria specified by Owner or Engineer.
- G. Contractor is not required to provide professional services in violation of applicable Laws and Regulations.

ARTICLE 8—OTHER WORK AT THE SITE

8.01 *Other Work*

- A. In addition to and apart from the Work under the Contract Documents, the Owner may perform other work at or adjacent to the Site. Such other work may be performed by Owner's employees, or through contracts between the Owner and third parties. Owner may also arrange to have third-party utility owners perform work on their utilities and facilities at or adjacent to the Site.
- B. If Owner performs other work at or adjacent to the Site with Owner's employees, or through contracts for such other work, then Owner shall give Contractor written notice thereof prior to starting any such other work. If Owner has advance information regarding the start of any third-party utility work that Owner has arranged to take place at or adjacent to the Site, Owner shall provide such information to Contractor.
- C. Contractor shall afford proper and safe access to the Site to each contractor that performs such other work, each utility owner performing other work, and Owner, if Owner is performing other work with Owner's employees, and provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work.
- D. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected.

- E. If the proper execution or results of any part of Contractor's Work depends upon work performed by others, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.
- F. The provisions of this article are not applicable to work that is performed by third-party utilities or other third-party entities without a contract with Owner, or that is performed without having been arranged by Owner. If such work occurs, then any related delay, disruption, or interference incurred by Contractor is governed by the provisions of Paragraph 4.05.C.3.

8.02 *Coordination*

- A. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, to perform other work at or adjacent to the Site with Owner's employees, or to arrange to have utility owners perform work at or adjacent to the Site, the following will be set forth in the Supplementary Conditions or provided to Contractor prior to the start of any such other work:
 - 1. The identity of the individual or entity that will have authority and responsibility for coordination of the activities among the various contractors;
 - 2. An itemization of the specific matters to be covered by such authority and responsibility; and
 - 3. The extent of such authority and responsibilities.
- B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

8.03 *Legal Relationships*

- A. If, in the course of performing other work for Owner at or adjacent to the Site, the Owner's employees, any other contractor working for Owner, or any utility owner that Owner has arranged to perform work, causes damage to the Work or to the property of Contractor or its Subcontractors, or delays, disrupts, interferes with, or increases the scope or cost of the performance of the Work, through actions or inaction, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times. Contractor must submit any Change Proposal seeking an equitable adjustment in the Contract Price or the Contract Times under this paragraph within 30 days of the damaging, delaying, disrupting, or interfering event. The entitlement to, and extent of, any such equitable adjustment will take into account information (if any) regarding such other work that was provided to Contractor in the Contract Documents prior to the submittal of the Bid or the final negotiation of the terms of the Contract, and any remedies available to Contractor under Laws or Regulations concerning utility action or inaction. When applicable, any such equitable adjustment in Contract Price will be conditioned on Contractor assigning to Owner all Contractor's rights against such other contractor or utility owner with respect to the damage, delay, disruption, or interference that is the subject of the adjustment. Contractor's entitlement to an adjustment of the Contract Times or Contract Price is subject to the provisions of Paragraphs 4.05.D and 4.05.E.

- B. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site.
 - 1. If Contractor fails to take such measures and as a result damages, delays, disrupts, or interferes with the work of any such other contractor or utility owner, then Owner may impose a set-off against payments due Contractor, and assign to such other contractor or utility owner the Owner's contractual rights against Contractor with respect to the breach of the obligations set forth in this Paragraph 8.03.B.
 - 2. When Owner is performing other work at or adjacent to the Site with Owner's employees, Contractor shall be liable to Owner for damage to such other work, and for the reasonable direct delay, disruption, and interference costs incurred by Owner as a result of Contractor's failure to take reasonable and customary measures with respect to Owner's other work. In response to such damage, delay, disruption, or interference, Owner may impose a set-off against payments due Contractor.
- C. If Contractor damages, delays, disrupts, or interferes with the work of any other contractor, or any utility owner performing other work at or adjacent to the Site, through Contractor's failure to take reasonable and customary measures to avoid such impacts, or if any claim arising out of Contractor's actions, inactions, or negligence in performance of the Work at or adjacent to the Site is made by any such other contractor or utility owner against Contractor, Owner, or Engineer, then Contractor shall (1) promptly attempt to settle the claim as to all parties through negotiations with such other contractor or utility owner, or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law, and (2) indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claims, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such damage, delay, disruption, or interference.

ARTICLE 9—OWNER'S RESPONSIBILITIES

9.01 *Communications to Contractor*

- A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

9.02 *Replacement of Engineer*

- A. Owner may at its discretion appoint an engineer to replace Engineer, provided Contractor makes no reasonable objection to the replacement engineer. The replacement engineer's status under the Contract Documents will be that of the former Engineer.

9.03 *Furnish Data*

- A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

9.04 *Pay When Due*

- A. Owner shall make payments to Contractor when they are due as provided in the Agreement.

- 9.05 *Lands and Easements; Reports, Tests, and Drawings*
- A. Owner's duties with respect to providing lands and easements are set forth in Paragraph 5.01.
 - B. Owner's duties with respect to providing engineering surveys to establish reference points are set forth in Paragraph 4.03.
 - C. Article 5 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of conditions at the Site, and drawings of physical conditions relating to existing surface or subsurface structures at the Site.
- 9.06 *Insurance*
- A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 6.
- 9.07 *Change Orders*
- A. Owner's responsibilities with respect to Change Orders are set forth in Article 11.
- 9.08 *Inspections, Tests, and Approvals*
- A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 14.02.B.
- 9.09 *Limitations on Owner's Responsibilities*
- A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- 9.10 *Undisclosed Hazardous Environmental Condition*
- A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 5.06.
- 9.11 *Evidence of Financial Arrangements*
- A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract (including obligations under proposed changes in the Work).
- 9.12 *Safety Programs*
- A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed.
 - B. Owner shall furnish copies of any applicable Owner safety programs to Contractor.

ARTICLE 10—ENGINEER’S STATUS DURING CONSTRUCTION

10.01 *Owner’s Representative*

- A. Engineer will be Owner’s representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner’s representative during construction are set forth in the Contract.

10.02 *Visits to Site*

- A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe, as an experienced and qualified design professional, the progress that has been made and the quality of the various aspects of Contractor’s executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer’s efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.
- B. Engineer’s visits and observations are subject to all the limitations on Engineer’s authority and responsibility set forth in Paragraph 10.07. Particularly, but without limitation, during or as a result of Engineer’s visits or observations of Contractor’s Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor’s means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

10.03 *Resident Project Representative*

- A. If Owner and Engineer have agreed that Engineer will furnish a Resident Project Representative to represent Engineer at the Site and assist Engineer in observing the progress and quality of the Work, then the authority and responsibilities of any such Resident Project Representative will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in the Supplementary Conditions and in Paragraph 10.07.
- B. If Owner designates an individual or entity who is not Engineer’s consultant, agent, or employee to represent Owner at the Site, then the responsibilities and authority of such individual or entity will be as provided in the Supplementary Conditions.

10.04 *Engineer’s Authority*

- A. Engineer has the authority to reject Work in accordance with Article 14.
- B. Engineer’s authority as to Submittals is set forth in Paragraph 7.16.
- C. Engineer’s authority as to design drawings, calculations, specifications, certifications and other Submittals from Contractor in response to Owner’s delegation (if any) to Contractor of professional design services, is set forth in Paragraph 7.19.
- D. Engineer’s authority as to changes in the Work is set forth in Article 11.

E. Engineer's authority as to Applications for Payment is set forth in Article 15.

10.05 *Determinations for Unit Price Work*

A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor as set forth in Paragraph 13.03.

10.06 *Decisions on Requirements of Contract Documents and Acceptability of Work*

A. Engineer will render decisions regarding the requirements of the Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth herein for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

10.07 *Limitations on Engineer's Authority and Responsibilities*

A. Neither Engineer's authority or responsibility under this Article 10 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer, will create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.

D. Engineer's review of the final Application for Payment and accompanying documentation, and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Contractor under Paragraph 15.06.A, will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals, that the results certified indicate compliance with the Contract Documents.

E. The limitations upon authority and responsibility set forth in this Paragraph 10.07 also apply to the Resident Project Representative, if any.

10.08 *Compliance with Safety Program*

A. While at the Site, Engineer's employees and representatives will comply with the specific applicable requirements of Owner's and Contractor's safety programs of which Engineer has been informed.

ARTICLE 11—CHANGES TO THE CONTRACT

11.01 *Amending and Supplementing the Contract*

- A. The Contract may be amended or supplemented by a Change Order, a Work Change Directive, or a Field Order.
- B. If an amendment or supplement to the Contract includes a change in the Contract Price or the Contract Times, such amendment or supplement must be set forth in a Change Order.
- C. All changes to the Contract that involve (1) the performance or acceptability of the Work, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, must be supported by Engineer's recommendation. Owner and Contractor may amend other terms and conditions of the Contract without the recommendation of the Engineer.

11.02 *Change Orders*

- A. Owner and Contractor shall execute appropriate Change Orders covering:
 - 1. Changes in Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;
 - 2. Changes in Contract Price resulting from an Owner set-off, unless Contractor has duly contested such set-off;
 - 3. Changes in the Work which are: (a) ordered by Owner pursuant to Paragraph 11.05, (b) required because of Owner's acceptance of defective Work under Paragraph 14.04 or Owner's correction of defective Work under Paragraph 14.07, or (c) agreed to by the parties, subject to the need for Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters; and
 - 4. Changes that embody the substance of any final and binding results under: Paragraph 11.03.B, resolving the impact of a Work Change Directive; Paragraph 11.09, concerning Change Proposals; Article 12, Claims; Paragraph 13.02.D, final adjustments resulting from allowances; Paragraph 13.03.D, final adjustments relating to determination of quantities for Unit Price Work; and similar provisions.
- B. If Owner or Contractor refuses to execute a Change Order that is required to be executed under the terms of Paragraph 11.02.A, it will be deemed to be of full force and effect, as if fully executed.

11.03 *Work Change Directives*

- A. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the modification ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Work Change Directive's effect, if any, on the Contract Price and Contract Times; or, if negotiations are unsuccessful, by a determination under the terms of the Contract Documents governing adjustments, expressly including Paragraph 11.07 regarding change of Contract Price.

B. If Owner has issued a Work Change Directive and:

1. Contractor believes that an adjustment in Contract Times or Contract Price is necessary, then Contractor shall submit any Change Proposal seeking such an adjustment no later than 30 days after the completion of the Work set out in the Work Change Directive.
2. Owner believes that an adjustment in Contract Times or Contract Price is necessary, then Owner shall submit any Claim seeking such an adjustment no later than 60 days after issuance of the Work Change Directive.

11.04 *Field Orders*

- A. Engineer may authorize minor changes in the Work if the changes do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such changes will be accomplished by a Field Order and will be binding on Owner and also on Contractor, which shall perform the Work involved promptly.
- B. If Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, then before proceeding with the Work at issue, Contractor shall submit a Change Proposal as provided herein.

11.05 *Owner-Authorized Changes in the Work*

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work. Changes involving the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters will be supported by Engineer's recommendation.
- B. Such changes in the Work may be accomplished by a Change Order, if Owner and Contractor have agreed as to the effect, if any, of the changes on Contract Times or Contract Price; or by a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved; or, in the case of a deletion in the Work, promptly cease construction activities with respect to such deleted Work. Added or revised Work must be performed under the applicable conditions of the Contract Documents.
- C. Nothing in this Paragraph 11.05 obligates Contractor to undertake work that Contractor reasonably concludes cannot be performed in a manner consistent with Contractor's safety obligations under the Contract Documents or Laws and Regulations.

11.06 *Unauthorized Changes in the Work*

- A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents, as amended, modified, or supplemented, except in the case of an emergency as provided in Paragraph 7.15 or in the case of uncovering Work as provided in Paragraph 14.05.C.2.

11.07 *Change of Contract Price*

- A. The Contract Price may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Price must comply with the provisions of Paragraph 11.09. Any Claim for an adjustment of Contract Price must comply with the provisions of Article 12.
- B. An adjustment in the Contract Price will be determined as follows:

1. Where the Work involved is covered by unit prices contained in the Contract Documents, then by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 13.03);
 2. Where the Work involved is not covered by unit prices contained in the Contract Documents, then by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.07.C.2); or
 3. Where the Work involved is not covered by unit prices contained in the Contract Documents and the parties do not reach mutual agreement to a lump sum, then on the basis of the Cost of the Work (determined as provided in Paragraph 13.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 11.07.C).
- C. *Contractor's Fee*: When applicable, the Contractor's fee for overhead and profit will be determined as follows:
1. A mutually acceptable fixed fee; or
 2. If a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
 - a. For costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2, the Contractor's fee will be 15 percent;
 - b. For costs incurred under Paragraph 13.01.B.3, the Contractor's fee will be 5 percent;
 - c. Where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 11.07.C.2.a and 11.07.C.2.b is that the Contractor's fee will be based on: (1) a fee of 15 percent of the costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2 by the Subcontractor that actually performs the Work, at whatever tier, and (2) with respect to Contractor itself and to any Subcontractors of a tier higher than that of the Subcontractor that actually performs the Work, a fee of 5 percent of the amount (fee plus underlying costs incurred) attributable to the next lower tier Subcontractor; provided, however, that for any such subcontracted Work the maximum total fee to be paid by Owner will be no greater than 27 percent of the costs incurred by the Subcontractor that actually performs the Work;
 - d. No fee will be payable on the basis of costs itemized under Paragraphs 13.01.B.4, 13.01.B.5, and 13.01.C;
 - e. The amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in Cost of the Work will be the amount of the actual net decrease in Cost of the Work and a deduction of an additional amount equal to 5 percent of such actual net decrease in Cost of the Work; and
 - f. When both additions and credits are involved in any one change or Change Proposal, the adjustment in Contractor's fee will be computed by determining the sum of the costs in each of the cost categories in Paragraph 13.01.B (specifically, payroll costs, Paragraph 13.01.B.1; incorporated materials and equipment costs, Paragraph 13.01.B.2; Subcontract costs, Paragraph 13.01.B.3; special consultants costs, Paragraph 13.01.B.4; and other costs, Paragraph 13.01.B.5) and applying to each such cost category sum the appropriate fee from Paragraphs 11.07.C.2.a through 11.07.C.2.e, inclusive.

11.08 *Change of Contract Times*

- A. The Contract Times may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Times must comply with the provisions of Paragraph 11.09. Any Claim for an adjustment in the Contract Times must comply with the provisions of Article 12.
- B. Delay, disruption, and interference in the Work, and any related changes in Contract Times, are addressed in and governed by Paragraph 4.05.

11.09 *Change Proposals*

- A. *Purpose and Content:* Contractor shall submit a Change Proposal to Engineer to request an adjustment in the Contract Times or Contract Price; contest an initial decision by Engineer concerning the requirements of the Contract Documents or relating to the acceptability of the Work under the Contract Documents; challenge a set-off against payment due; or seek other relief under the Contract. The Change Proposal will specify any proposed change in Contract Times or Contract Price, or other proposed relief, and explain the reason for the proposed change, with citations to any governing or applicable provisions of the Contract Documents. Each Change Proposal will address only one issue, or a set of closely related issues.
- B. *Change Proposal Procedures*
 - 1. *Submittal:* Contractor shall submit each Change Proposal to Engineer within 30 days after the start of the event giving rise thereto, or after such initial decision.
 - 2. *Supporting Data:* The Contractor shall submit supporting data, including the proposed change in Contract Price or Contract Time (if any), to the Engineer and Owner within 15 days after the submittal of the Change Proposal.
 - a. Change Proposals based on or related to delay, interruption, or interference must comply with the provisions of Paragraphs 4.05.D and 4.05.E.
 - b. Change proposals related to a change of Contract Price must include full and detailed accounts of materials incorporated into the Work and labor and equipment used for the subject Work.

The supporting data must be accompanied by a written statement that the supporting data are accurate and complete, and that any requested time or price adjustment is the entire adjustment to which Contractor believes it is entitled as a result of said event.

- 3. *Engineer's Initial Review:* Engineer will advise Owner regarding the Change Proposal, and consider any comments or response from Owner regarding the Change Proposal. If in its discretion Engineer concludes that additional supporting data is needed before conducting a full review and making a decision regarding the Change Proposal, then Engineer may request that Contractor submit such additional supporting data by a date specified by Engineer, prior to Engineer beginning its full review of the Change Proposal.
- 4. *Engineer's Full Review and Action on the Change Proposal:* Upon receipt of Contractor's supporting data (including any additional data requested by Engineer), Engineer will conduct a full review of each Change Proposal and, within 30 days after such receipt of the Contractor's supporting data, either approve the Change Proposal in whole, deny it in whole, or approve it in part and deny it in part. Such actions must be in writing, with a copy provided to Owner and Contractor. If Engineer does not take action on the Change

Proposal within 30 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of Engineer's inaction the Change Proposal is deemed denied, thereby commencing the time for appeal of the denial under Article 12.

5. *Binding Decision:* Engineer's decision is final and binding upon Owner and Contractor, unless Owner or Contractor appeals the decision by filing a Claim under Article 12.
- C. *Resolution of Certain Change Proposals:* If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties in writing that the Engineer is unable to resolve the Change Proposal. For purposes of further resolution of such a Change Proposal, such notice will be deemed a denial, and Contractor may choose to seek resolution under the terms of Article 12.
- D. *Post-Completion:* Contractor shall not submit any Change Proposals after Engineer issues a written recommendation of final payment pursuant to Paragraph 15.06.B.

11.10 *Notification to Surety*

- A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

ARTICLE 12—CLAIMS

12.01 *Claims*

- A. *Claims Process:* The following disputes between Owner and Contractor are subject to the Claims process set forth in this article:
 1. Appeals by Owner or Contractor of Engineer's decisions regarding Change Proposals;
 2. Owner demands for adjustments in the Contract Price or Contract Times, or other relief under the Contract Documents;
 3. Disputes that Engineer has been unable to address because they do not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters; and
 4. Subject to the waiver provisions of Paragraph 15.07, any dispute arising after Engineer has issued a written recommendation of final payment pursuant to Paragraph 15.06.B.
- B. *Submittal of Claim:* The party submitting a Claim shall deliver it directly to the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto; in the case of appeals regarding Change Proposals within 30 days of the decision under appeal. The party submitting the Claim shall also furnish a copy to the Engineer, for its information only. The responsibility to substantiate a Claim rests with the party making the Claim. In the case of a Claim by Contractor seeking an increase in the Contract Times or Contract Price, Contractor shall certify that the Claim is made in good faith, that the supporting data are accurate and complete, and that to the best of Contractor's knowledge

and belief the amount of time or money requested accurately reflects the full amount to which Contractor is entitled.

- C. *Review and Resolution:* The party receiving a Claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the Claim through the exchange of information and direct negotiations. The parties may extend the time for resolving the Claim by mutual agreement. All actions taken on a Claim will be stated in writing and submitted to the other party, with a copy to Engineer.
- D. *Mediation*
 - 1. At any time after initiation of a Claim, Owner and Contractor may mutually agree to mediation of the underlying dispute. The agreement to mediate will stay the Claim submittal and response process.
 - 2. If Owner and Contractor agree to mediation, then after 60 days from such agreement, either Owner or Contractor may unilaterally terminate the mediation process, and the Claim submittal and decision process will resume as of the date of the termination. If the mediation proceeds but is unsuccessful in resolving the dispute, the Claim submittal and decision process will resume as of the date of the conclusion of the mediation, as determined by the mediator.
 - 3. Owner and Contractor shall each pay one-half of the mediator's fees and costs.
- E. *Partial Approval:* If the party receiving a Claim approves the Claim in part and denies it in part, such action will be final and binding unless within 30 days of such action the other party invokes the procedure set forth in Article 17 for final resolution of disputes.
- F. *Denial of Claim:* If efforts to resolve a Claim are not successful, the party receiving the Claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the Claim within 90 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of the inaction, the Claim is deemed denied, thereby commencing the time for appeal of the denial. A denial of the Claim will be final and binding unless within 30 days of the denial the other party invokes the procedure set forth in Article 17 for the final resolution of disputes.
- G. *Final and Binding Results:* If the parties reach a mutual agreement regarding a Claim, whether through approval of the Claim, direct negotiations, mediation, or otherwise; or if a Claim is approved in part and denied in part, or denied in full, and such actions become final and binding; then the results of the agreement or action on the Claim will be incorporated in a Change Order or other written document to the extent they affect the Contract, including the Work, the Contract Times, or the Contract Price.

ARTICLE 13—COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

13.01 *Cost of the Work*

- A. *Purposes for Determination of Cost of the Work:* The term Cost of the Work means the sum of all costs necessary for the proper performance of the Work at issue, as further defined below. The provisions of this Paragraph 13.01 are used for two distinct purposes:
 - 1. To determine Cost of the Work when Cost of the Work is a component of the Contract Price, under cost-plus-fee, time-and-materials, or other cost-based terms; or

2. When needed to determine the value of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price. When the value of any such adjustment is determined on the basis of Cost of the Work, Contractor is entitled only to those additional or incremental costs required because of the change in the Work or because of the event giving rise to the adjustment.
- B. *Costs Included:* Except as otherwise may be agreed to in writing by Owner, costs included in the Cost of the Work will be in amounts no higher than those commonly incurred in the locality of the Project, will not include any of the costs itemized in Paragraph 13.01.C, and will include only the following items:
1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor in advance of the subject Work. Such employees include, without limitation, superintendents, foremen, safety managers, safety representatives, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work will be apportioned on the basis of their time spent on the Work. Payroll costs include, but are not limited to, salaries and wages plus the cost of fringe benefits, which include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, sick leave, and vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, will be included in the above to the extent authorized by Owner.
 2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts will accrue to Owner. All trade discounts, rebates, and refunds and returns from sale of surplus materials and equipment will accrue to Owner, and Contractor shall make provisions so that they may be obtained.
 3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, which will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee will be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 13.01.
 4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed or retained for services specifically related to the Work.
 5. Other costs consisting of the following:
 - a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.
 - b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, which are

consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.

- 1) In establishing included costs for materials such as scaffolding, plating, or sheeting, consideration will be given to the actual or the estimated life of the material for use on other projects; or rental rates may be established on the basis of purchase or salvage value of such items, whichever is less. Contractor will not be eligible for compensation for such items in an amount that exceeds the purchase cost of such item.

c. *Construction Equipment Rental*

- 1) Rentals of all construction equipment and machinery, and the parts thereof, in accordance with rental agreements approved by Owner as to price (including any surcharge or special rates applicable to overtime use of the construction equipment or machinery), and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs will be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts must cease when the use thereof is no longer necessary for the Work.
- 2) Costs for equipment and machinery owned by Contractor or a Contractor-related entity will be paid at a rate shown for such equipment in the equipment rental rate book specified in the Supplementary Conditions. An hourly rate will be computed by dividing the monthly rates by 176. These computed rates will include all operating costs.
- 3) With respect to Work that is the result of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price ("changed Work"), included costs will be based on the time the equipment or machinery is in use on the changed Work and the costs of transportation, loading, unloading, assembly, dismantling, and removal when directly attributable to the changed Work. The cost of any such equipment or machinery, or parts thereof, must cease to accrue when the use thereof is no longer necessary for the changed Work.

- d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.
- e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.
- f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of builder's risk or other property insurance established in accordance with Paragraph 6.04), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses will be included in the Cost of the Work for the purpose of determining Contractor's fee.

- g. The cost of utilities, fuel, and sanitary facilities at the Site.
- h. Minor expenses such as communication service at the Site, express and courier services, and similar petty cash items in connection with the Work.
- i. The costs of premiums for all bonds and insurance that Contractor is required by the Contract Documents to purchase and maintain.

C. *Costs Excluded:* The term Cost of the Work does not include any of the following items:

- 1. Payroll costs and other compensation of Contractor's officers, executives, principals, general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 13.01.B.1 or specifically covered by Paragraph 13.01.B.4. The payroll costs and other compensation excluded here are to be considered administrative costs covered by the Contractor's fee.
- 2. The cost of purchasing, renting, or furnishing small tools and hand tools.
- 3. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
- 4. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
- 5. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.
- 6. Expenses incurred in preparing and advancing Claims.
- 7. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 13.01.B.

D. *Contractor's Fee*

- 1. When the Work as a whole is performed on the basis of cost-plus-a-fee, then:
 - a. Contractor's fee for the Work set forth in the Contract Documents as of the Effective Date of the Contract will be determined as set forth in the Agreement.
 - b. for any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price on the basis of Cost of the Work, Contractor's fee will be determined as follows:
 - 1) When the fee for the Work as a whole is a percentage of the Cost of the Work, the fee will automatically adjust as the Cost of the Work changes.
 - 2) When the fee for the Work as a whole is a fixed fee, the fee for any additions or deletions will be determined in accordance with Paragraph 11.07.C.2.
- 2. When the Work as a whole is performed on the basis of a stipulated sum, or any other basis other than cost-plus-a-fee, then Contractor's fee for any Work covered by a Change

Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price on the basis of Cost of the Work will be determined in accordance with Paragraph 11.07.C.2.

- E. *Documentation and Audit*: Whenever the Cost of the Work for any purpose is to be determined pursuant to this Article 13, Contractor and pertinent Subcontractors will establish and maintain records of the costs in accordance with generally accepted accounting practices. Subject to prior written notice, Owner will be afforded reasonable access, during normal business hours, to all Contractor's accounts, records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda, and similar data relating to the Cost of the Work and Contractor's fee. Contractor shall preserve all such documents for a period of three years after the final payment by Owner. Pertinent Subcontractors will afford such access to Owner, and preserve such documents, to the same extent required of Contractor.

13.02 Allowances

- A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.
- B. *Cash Allowances*: Contractor agrees that:
1. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and
 2. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment for any of the foregoing will be valid.
- C. *Owner's Contingency Allowance*: Contractor agrees that an Owner's contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.
- D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor for Work covered by allowances, and the Contract Price will be correspondingly adjusted.

13.03 Unit Price Work

- A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.
- B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Payments to Contractor for Unit Price Work will be based on actual quantities.
- C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.
- D. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision

thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, and the final adjustment of Contract Price will be set forth in a Change Order, subject to the provisions of the following paragraph.

E. *Adjustments in Unit Price*

1. Contractor or Owner shall be entitled to an adjustment in the unit price with respect to an item of Unit Price Work if:
 - a. the quantity of the item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and
 - b. Contractor's unit costs to perform the item of Unit Price Work have changed materially and significantly as a result of the quantity change.
2. The adjustment in unit price will account for and be coordinated with any related changes in quantities of other items of Work, and in Contractor's costs to perform such other Work, such that the resulting overall change in Contract Price is equitable to Owner and Contractor.
3. Adjusted unit prices will apply to all units of that item.

ARTICLE 14—TESTS AND INSPECTIONS; CORRECTION, REMOVAL, OR ACCEPTANCE OF DEFECTIVE WORK

14.01 *Access to Work*

- A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and authorities having jurisdiction have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply with such procedures and programs as applicable.

14.02 *Tests, Inspections, and Approvals*

- A. Contractor shall give Engineer timely notice of readiness of the Work (or specific parts thereof) for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.
- B. Owner shall retain and pay for the services of an independent inspector, testing laboratory, or other qualified individual or entity to perform all inspections and tests expressly required by the Contract Documents to be furnished and paid for by Owner, except that costs incurred in connection with tests or inspections of covered Work will be governed by the provisions of Paragraph 14.05.
- C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.

D. Contractor shall be responsible for arranging, obtaining, and paying for all inspections and tests required:

1. by the Contract Documents, unless the Contract Documents expressly allocate responsibility for a specific inspection or test to Owner;
2. to attain Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work;
3. by manufacturers of equipment furnished under the Contract Documents;
4. for testing, adjusting, and balancing of mechanical, electrical, and other equipment to be incorporated into the Work; and
5. for acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work.

Such inspections and tests will be performed by independent inspectors, testing laboratories, or other qualified individuals or entities acceptable to Owner and Engineer.

E. If the Contract Documents require the Work (or part thereof) to be approved by Owner, Engineer, or another designated individual or entity, then Contractor shall assume full responsibility for arranging and obtaining such approvals.

F. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation. Such uncovering will be at Contractor's expense unless Contractor had given Engineer timely notice of Contractor's intention to cover the same and Engineer had not acted with reasonable promptness in response to such notice.

14.03 Defective Work

A. *Contractor's Obligation:* It is Contractor's obligation to assure that the Work is not defective.

B. *Engineer's Authority:* Engineer has the authority to determine whether Work is defective, and to reject defective Work.

C. *Notice of Defects:* Prompt written notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.

D. *Correction, or Removal and Replacement:* Promptly after receipt of written notice of defective Work, Contractor shall correct all such defective Work, whether or not fabricated, installed, or completed, or, if Engineer has rejected the defective Work, remove it from the Project and replace it with Work that is not defective.

E. *Preservation of Warranties:* When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.

F. *Costs and Damages:* In addition to its correction, removal, and replacement obligations with respect to defective Work, Contractor shall pay all claims, costs, losses, and damages arising out of or relating to defective Work, including but not limited to the cost of the inspection, testing, correction, removal, replacement, or reconstruction of such defective Work, fines levied against Owner by governmental authorities because the Work is defective, and the costs of repair or replacement of work of others resulting from defective Work. Prior to final payment, if Owner and Contractor are unable to agree as to the measure of such claims, costs,

losses, and damages resulting from defective Work, then Owner may impose a reasonable set-off against payments due under Article 15.

14.04 *Acceptance of Defective Work*

- A. If, instead of requiring correction or removal and replacement of defective Work, Owner prefers to accept it, Owner may do so (subject, if such acceptance occurs prior to final payment, to Engineer's confirmation that such acceptance is in general accord with the design intent and applicable engineering principles, and will not endanger public safety). Contractor shall pay all claims, costs, losses, and damages attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness), and for the diminished value of the Work to the extent not otherwise paid by Contractor. If any such acceptance occurs prior to final payment, the necessary revisions in the Contract Documents with respect to the Work will be incorporated in a Change Order. If the parties are unable to agree as to the decrease in the Contract Price, reflecting the diminished value of Work so accepted, then Owner may impose a reasonable set-off against payments due under Article 15. If the acceptance of defective Work occurs after final payment, Contractor shall pay an appropriate amount to Owner.

14.05 *Uncovering Work*

- A. Engineer has the authority to require additional inspection or testing of the Work, whether or not the Work is fabricated, installed, or completed.
- B. If any Work is covered contrary to the written request of Engineer, then Contractor shall, if requested by Engineer, uncover such Work for Engineer's observation, and then replace the covering, all at Contractor's expense.
- C. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, then Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, and provide all necessary labor, material, and equipment.
 - 1. If it is found that the uncovered Work is defective, Contractor shall be responsible for all claims, costs, losses, and damages arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and pending Contractor's full discharge of this responsibility the Owner shall be entitled to impose a reasonable set-off against payments due under Article 15.
 - 2. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, then Contractor may submit a Change Proposal within 30 days of the determination that the Work is not defective.

14.06 *Owner May Stop the Work*

- A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order Contractor to stop the Work,

or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work will not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

14.07 Owner May Correct Defective Work

- A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace defective Work as required by Engineer, then Owner may, after 7 days' written notice to Contractor, correct or remedy any such deficiency.
- B. In exercising the rights and remedies under this Paragraph 14.07, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this paragraph.
- C. All claims, costs, losses, and damages incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 14.07 will be charged against Contractor as set-offs against payments due under Article 15. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.
- D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 14.07.

ARTICLE 15—PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD

15.01 Progress Payments

- A. *Basis for Progress Payments:* The Schedule of Values established as provided in Article 2 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments for Unit Price Work will be based on the number of units completed during the pay period, as determined under the provisions of Paragraph 13.03. Progress payments for cost-based Work will be based on Cost of the Work completed by Contractor during the pay period.
- B. *Applications for Payments*
 - 1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents.
 - 2. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment must also be accompanied by: (a) a bill of sale, invoice, copies of subcontract or purchase order payments, or other documentation

establishing full payment by Contractor for the materials and equipment; (b) at Owner's request, documentation warranting that Owner has received the materials and equipment free and clear of all Liens; and (c) evidence that the materials and equipment are covered by appropriate property insurance, a warehouse bond, or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.

3. Beginning with the second Application for Payment, each Application must include an affidavit of Contractor stating that all previous progress payments received by Contractor have been applied to discharge Contractor's legitimate obligations associated with prior Applications for Payment.
4. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

C. *Review of Applications*

1. Engineer will, within 10 days after receipt of each Application for Payment, including each resubmittal, either indicate in writing a recommendation of payment and present the Application to Owner, or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.
2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:
 - a. the Work has progressed to the point indicated;
 - b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 13.03, and any other qualifications stated in the recommendation); and
 - c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.
3. By recommending any such payment Engineer will not thereby be deemed to have represented that:
 - a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract; or
 - b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.

4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:
 - a. to supervise, direct, or control the Work;
 - b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto;
 - c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work;
 - d. to make any examination to ascertain how or for what purposes Contractor has used the money paid by Owner; or
 - e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.
5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 15.01.C.2.
6. Engineer will recommend reductions in payment (set-offs) necessary in Engineer's opinion to protect Owner from loss because:
 - a. the Work is defective, requiring correction or replacement;
 - b. the Contract Price has been reduced by Change Orders;
 - c. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
 - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible; or
 - e. Engineer has actual knowledge of the occurrence of any of the events that would constitute a default by Contractor and therefore justify termination for cause under the Contract Documents.

D. Payment Becomes Due

1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended (subject to any Owner set-offs) will become due, and when due will be paid by Owner to Contractor.

E. Reductions in Payment by Owner

1. In addition to any reductions in payment (set-offs) recommended by Engineer, Owner is entitled to impose a set-off against payment based on any of the following:
 - a. Claims have been made against Owner based on Contractor's conduct in the performance or furnishing of the Work, or Owner has incurred costs, losses, or damages resulting from Contractor's conduct in the performance or furnishing of the Work, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, non-compliance with Laws and Regulations, and patent infringement;

- b. Contractor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Site;
 - c. Contractor has failed to provide and maintain required bonds or insurance;
 - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;
 - e. Owner has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;
 - f. The Work is defective, requiring correction or replacement;
 - g. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
 - h. The Contract Price has been reduced by Change Orders;
 - i. An event has occurred that would constitute a default by Contractor and therefore justify a termination for cause;
 - j. Liquidated or other damages have accrued as a result of Contractor's failure to achieve Milestones, Substantial Completion, or final completion of the Work;
 - k. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens; or
 - l. Other items entitle Owner to a set-off against the amount recommended.
2. If Owner imposes any set-off against payment, whether based on its own knowledge or on the written recommendations of Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and the specific amount of the reduction, and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, if Contractor remedies the reasons for such action. The reduction imposed will be binding on Contractor unless it duly submits a Change Proposal contesting the reduction.
 3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld will be treated as an amount due as determined by Paragraph 15.01.D.1 and subject to interest as provided in the Agreement.

15.02 *Contractor's Warranty of Title*

- A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all Liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than 7 days after the time of payment by Owner.

15.03 *Substantial Completion*

- A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete and request that Engineer issue a certificate of Substantial Completion. Contractor shall at the same time

submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.

- B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.
- C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a preliminary certificate of Substantial Completion which will fix the date of Substantial Completion. Engineer shall attach to the certificate a punch list of items to be completed or corrected before final payment. Owner shall have 7 days after receipt of the preliminary certificate during which to make written objection to Engineer as to any provisions of the certificate or attached punch list. If, after considering the objections to the provisions of the preliminary certificate, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the preliminary certificate to Owner, notify Contractor in writing that the Work is not substantially complete, stating the reasons therefor. If Owner does not object to the provisions of the certificate, or if despite consideration of Owner's objections Engineer concludes that the Work is substantially complete, then Engineer will, within said 14 days, execute and deliver to Owner and Contractor a final certificate of Substantial Completion (with a revised punch list of items to be completed or corrected) reflecting such changes from the preliminary certificate as Engineer believes justified after consideration of any objections from Owner.
- D. At the time of receipt of the preliminary certificate of Substantial Completion, Owner and Contractor will confer regarding Owner's use or occupancy of the Work following Substantial Completion, review the builder's risk insurance policy with respect to the end of the builder's risk coverage, and confirm the transition to coverage of the Work under a permanent property insurance policy held by Owner. Unless Owner and Contractor agree otherwise in writing, Owner shall bear responsibility for security, operation, protection of the Work, property insurance, maintenance, heat, and utilities upon Owner's use or occupancy of the Work.
- E. After Substantial Completion the Contractor shall promptly begin work on the punch list of items to be completed or corrected prior to final payment. In appropriate cases Contractor may submit monthly Applications for Payment for completed punch list items, following the progress payment procedures set forth above.
- F. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the punch list.

15.04 *Partial Use or Occupancy*

- A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without

significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:

1. At any time, Owner may request in writing that Contractor permit Owner to use or occupy any such part of the Work that Owner believes to be substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 15.03.A through 15.03.E for that part of the Work.
2. At any time, Contractor may notify Owner and Engineer in writing that Contractor considers any such part of the Work substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.
3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 15.03 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.
4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 6.04 regarding builder's risk or other property insurance.

15.05 *Final Inspection*

- A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work, or agreed portion thereof, is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

15.06 *Final Payment*

A. *Application for Payment*

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents (as provided in Paragraph 7.12), and other documents, Contractor may make application for final payment.
2. The final Application for Payment must be accompanied (except as previously delivered) by:
 - a. all documentation called for in the Contract Documents;
 - b. consent of the surety, if any, to final payment;
 - c. satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any Liens or other title defects, or will so pass upon final payment.

- d. a list of all duly pending Change Proposals and Claims; and
 - e. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of the Work, and of Liens filed in connection with the Work.
3. In lieu of the releases or waivers of Liens specified in Paragraph 15.06.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (a) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (b) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien, or Owner at its option may issue joint checks payable to Contractor and specified Subcontractors and Suppliers.
- B. *Engineer's Review of Final Application and Recommendation of Payment:* If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract have been fulfilled, Engineer will, within 10 days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of final payment and present the final Application for Payment to Owner for payment. Such recommendation will account for any set-offs against payment that are necessary in Engineer's opinion to protect Owner from loss for the reasons stated above with respect to progress payments. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.
- C. *Notice of Acceptability:* In support of its recommendation of payment of the final Application for Payment, Engineer will also give written notice to Owner and Contractor that the Work is acceptable, subject to stated limitations in the notice and to the provisions of Paragraph 15.07.
- D. *Completion of Work:* The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment and issuance of notice of the acceptability of the Work.
- E. *Final Payment Becomes Due:* Upon receipt from Engineer of the final Application for Payment and accompanying documentation, Owner shall set off against the amount recommended by Engineer for final payment any further sum to which Owner is entitled, including but not limited to set-offs for liquidated damages and set-offs allowed under the provisions of this Contract with respect to progress payments. Owner shall pay the resulting balance due to Contractor within 30 days of Owner's receipt of the final Application for Payment from Engineer.

15.07 Waiver of Claims

- A. By making final payment, Owner waives its claim or right to liquidated damages or other damages for late completion by Contractor, except as set forth in an outstanding Claim,

appeal under the provisions of Article 17, set-off, or express reservation of rights by Owner. Owner reserves all other claims or rights after final payment.

- B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted as a Claim, or appealed under the provisions of Article 17.

15.08 *Correction Period*

- A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the Supplementary Conditions or the terms of any applicable special guarantee required by the Contract Documents), Owner gives Contractor written notice that any Work has been found to be defective, or that Contractor's repair of any damages to the Site or adjacent areas has been found to be defective, then after receipt of such notice of defect Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:
 - 1. correct the defective repairs to the Site or such adjacent areas;
 - 2. correct such defective Work;
 - 3. remove the defective Work from the Project and replace it with Work that is not defective, if the defective Work has been rejected by Owner, and
 - 4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others, or to other land or areas resulting from the corrective measures.
- B. Owner shall give any such notice of defect within 60 days of the discovery that such Work or repairs is defective. If such notice is given within such 60 days but after the end of the correction period, the notice will be deemed a notice of defective Work under Paragraph 7.17.B.
- C. If, after receipt of a notice of defect within 60 days and within the correction period, Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. Contractor shall pay all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others). Contractor's failure to pay such costs, losses, and damages within 10 days of invoice from Owner will be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim must be brought within 30 days of the failure to pay.
- D. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.
- E. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

- F. Contractor's obligations under this paragraph are in addition to all other obligations and warranties. The provisions of this paragraph are not to be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

ARTICLE 16—SUSPENSION OF WORK AND TERMINATION

16.01 *Owner May Suspend Work*

- A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by written notice to Contractor and Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or an extension of the Contract Times directly attributable to any such suspension. Any Change Proposal seeking such adjustments must be submitted no later than 30 days after the date fixed for resumption of Work.

16.02 *Owner May Terminate for Cause*

- A. The occurrence of any one or more of the following events will constitute a default by Contractor and justify termination for cause:
1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment, or failure to adhere to the Progress Schedule);
 2. Failure of Contractor to perform or otherwise to comply with a material term of the Contract Documents;
 3. Contractor's disregard of Laws or Regulations of any public body having jurisdiction; or
 4. Contractor's repeated disregard of the authority of Owner or Engineer.
- B. If one or more of the events identified in Paragraph 16.02.A occurs, then after giving Contractor (and any surety) 10 days' written notice that Owner is considering a declaration that Contractor is in default and termination of the Contract, Owner may proceed to:
1. declare Contractor to be in default, and give Contractor (and any surety) written notice that the Contract is terminated; and
 2. enforce the rights available to Owner under any applicable performance bond.
- C. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.
- D. Owner may not proceed with termination of the Contract under Paragraph 16.02.B if Contractor within 7 days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.
- E. If Owner proceeds as provided in Paragraph 16.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds the cost to complete the Work, including all related claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects,

attorneys, and other professionals) sustained by Owner, such excess will be paid to Contractor. If the cost to complete the Work including such related claims, costs, losses, and damages exceeds such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this paragraph, Owner shall not be required to obtain the lowest price for the Work performed.

- F. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue, or any rights or remedies of Owner against Contractor or any surety under any payment bond or performance bond. Any retention or payment of money due Contractor by Owner will not release Contractor from liability.
- G. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 6.01.A, the provisions of that bond will govern over any inconsistent provisions of Paragraphs 16.02.B and 16.02.D.

16.03 *Owner May Terminate for Convenience*

- A. Upon 7 days' written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):
 - 1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
 - 2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and
 - 3. other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.
- B. Contractor shall not be paid for any loss of anticipated profits or revenue, post-termination overhead costs, or other economic loss arising out of or resulting from such termination.

16.04 *Contractor May Stop Work or Terminate*

- A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (3) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon 7 days' written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the contract and recover from Owner payment on the same terms as provided in Paragraph 16.03.
- B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, 7 days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The

provisions of this paragraph are not intended to preclude Contractor from submitting a Change Proposal for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this paragraph.

ARTICLE 17—FINAL RESOLUTION OF DISPUTES

17.01 *Methods and Procedures*

- A. *Disputes Subject to Final Resolution:* The following disputed matters are subject to final resolution under the provisions of this article:
 - 1. A timely appeal of an approval in part and denial in part of a Claim, or of a denial in full, pursuant to Article 12; and
 - 2. Disputes between Owner and Contractor concerning the Work, or obligations under the Contract Documents, that arise after final payment has been made.
- B. *Final Resolution of Disputes:* For any dispute subject to resolution under this article, Owner or Contractor may:
 - 1. elect in writing to invoke the dispute resolution process provided for in the Supplementary Conditions;
 - 2. agree with the other party to submit the dispute to another dispute resolution process; or
 - 3. if no dispute resolution process is provided for in the Supplementary Conditions or mutually agreed to, give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction.

ARTICLE 18—MISCELLANEOUS

18.01 *Giving Notice*

- A. Whenever any provision of the Contract requires the giving of written notice to Owner, Engineer, or Contractor, it will be deemed to have been validly given only if delivered:
 - 1. in person, by a commercial courier service or otherwise, to the recipient's place of business;
 - 2. by registered or certified mail, postage prepaid, to the recipient's place of business; or
 - 3. by e-mail to the recipient, with the words "Formal Notice" or similar in the e-mail's subject line.

18.02 *Computation of Times*

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

18.03 *Cumulative Remedies*

- A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract. The provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

18.04 *Limitation of Damages*

- A. With respect to any and all Change Proposals, Claims, disputes subject to final resolution, and other matters at issue, neither Owner nor Engineer, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

18.05 *No Waiver*

- A. A party's non-enforcement of any provision will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remainder of this Contract.

18.06 *Survival of Obligations*

- A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and acceptance of the Work or termination of the Contract or of the services of Contractor.

18.07 *Controlling Law*

- A. This Contract is to be governed by the law of the state in which the Project is located.

18.08 *Assignment of Contract*

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party to this Contract of any rights under or interests in the Contract will be binding on the other party without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract.

18.09 *Successors and Assigns*

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

18.10 *Headings*

- A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

SUPPLEMENTARY CONDITIONS OF THE CONSTRUCTION CONTRACT

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SUPPLEMENTARY CONDITIONS OF THE CONSTRUCTION CONTRACT

These Supplementary Conditions amend or supplement EJCDC® C-700, Standard General Conditions of the Construction Contract (2018). The General Conditions remain in full force and effect except as amended.

The terms used in these Supplementary Conditions have the meanings stated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings stated below, which are applicable to both the singular and plural thereof.

The address system used in these Supplementary Conditions is the same as the address system used in the General Conditions, with the prefix "SC" added—for example, "Paragraph SC-4.05."

ARTICLE 1—DEFINITIONS AND TERMINOLOGY

- SC - 1.01.A.22 Add the following language to the definition of Engineer. The additional language should be added immediately after the end of the first sentence of Item 1.01.A.22.

The term Engineer in this Contract refers to either or all of the following: Design Engineer, Design Architect, Owner's Engineer serving as Owner's project manager and Engineer during construction, another Engineer or Architect from whom Owner seeks expertise or guidance during construction of the Work. Architect or Engineer may be employed directly by Owner or be a consultant of Owner.

- SC - 1.01.A.30 Add the following language to the definition of Owner. The additional language should be added immediately after the end of the first sentence of Item 1.01.A.30, as follows:

Owner may choose to administer the Contract during construction, or delegate that responsibility to Engineer.

- SC - 1.01.A.33 Add the following language to the definition of Resident Project Representative immediately after the 2nd sentence of Item 1.01.A.33.

Owner may provide the RPR, or designate that responsibility to Engineer. RPR may be an employee of Owner or a consultant of Owner.

ARTICLE 2—PRELIMINARY MATTERS

2.02 *Copies of Documents*

- SC-2.02 Delete Paragraph 2.02.A in its entirety and insert the following new paragraph in its place:

A. Owner shall furnish to Contractor two printed copies of conformed Contract Documents incorporating and integrating all Addenda and any amendments negotiated prior to the Effective Date of the Contract (including one fully signed counterpart of the Agreement), and one copy in electronic portable document format (PDF). Additional printed copies of the conformed Contract Documents will be furnished upon request at the cost of

reproduction. In addition, Owner shall furnish to Contractor two full size (24"x36") sets of Conformed Construction Drawings, two reduced size (11"x17") sets of Conformed Construction Drawings, and one electronic copy of Conformed Construction Drawings in PDF and AutoCAD formats. AutoCAD format is provided solely for Contractor's use in preparing and providing Owner with Record Drawings. Contractor be required to sign a release with the Design Engineer for use of the AutoCAD files.

SC-2.05A Delete the Paragraph 2.05A in its entirety and insert the following new paragraph in its place. Paragraphs 2.05A.1, 2.05.A.2, 2.05.A.3 and 2.05.A.4 shall remain as written.

A. At least 10 days before submission of the first Application for Payment, Contractor shall submit to Owner, a draft Application for Payment based on the schedule of values accepted by Owner in response to the Contractor's schedule of values submitted in accordance with Paragraph 2.03.A.3. No progress payment will be made to Contractor until acceptable schedules are submitted to Owner.

ARTICLE 3—CONTRACT DOCUMENTS: INTENT, REQUIREMENTS, REUSE

3.01 *Intent*

SC-3.01.E Delete Paragraph 3.01.E in its entirety and insert the following new paragraph:

E. Owner or Engineer may issue clarifications and interpretations of the Contract Documents as provided herein.

SC-3.02.A.2 Amend the language of the first sentence in Paragraph 3.02.A.2 to read as follows:

No provision of any such standard specification, manual, reference standard, or code, and no instruction of a Supplier, will be effective to change the duties or responsibilities of Owner, Contractor, or Engineer from those set forth in the part of the Contract Documents prepared by or for Owner.

SC-3.03.A.1 Amend the language of the second sentence in Paragraph 3.03.A.1 to read as follows:

Contractor shall promptly report in writing to Owner any conflict, error, ambiguity, or discrepancy that Contractor discovers, or has actual knowledge of, and shall not proceed with any Work affected thereby until the conflict, error, ambiguity, or discrepancy is resolved by a clarification or interpretation by Owner or Engineer, or by an amendment or supplement to the Contract issued pursuant to Paragraph 11.01.

SC-3.04.A Add the following sentence immediately after the last sentence in Paragraph 3.04.A.

Owner may choose to request the interpretation of the Design Engineer/Architect or another Engineer, at Owner's sole discretion. Owner, if serving as Engineer during construction, shall be the initial interpreter of the requirements of the Contract Document, and judge to the acceptability of the Work.

ARTICLE 4—COMMENCEMENT AND PROGRESS OF THE WORK

4.01 *Commencement of Contract Times; Notice to Proceed*

- SC-4.01.A Delete Paragraph 4.01.A in its entirety and insert the following new paragraph:
- A. The Contract Times will commence to run on the date given in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 calendar days after the Effective Date of the Contract. In no event will the Contract Times commence to run later than the 150th day after the Bid opening or the 30th day after the Effective Date of the Contract, whichever date is earlier.

4.02 *Starting the Work*

- SC-4.02.A Add the following sentence immediately after the last sentence in Paragraph 4.02.A

Work includes documentation necessary for construction including but not limited to obtaining permits, shop drawing approvals, and all other preparatory work required by the Contract Documents for the start of construction.

4.05 *Delays in Contractor's Progress*

- SC-4.05.C.1 Amend Paragraph 4.05.C.1 to include hurricanes.

- SC-4.05.C.2 Add the following sentence to the end of Item 4.05.C.2

Abnormal weather conditions shall apply to excessive rainfall that exceeds the historical three (3) year average for the specific month in which Contractor claims the weather delays interrupted the critical path towards completing the Work. Rainfall measurements shall be as reported by the Owner's weather station, located at the Owner's water treatment plant, or a South Florida Water Management District (SFWMD) weather station located near the Site. Actual rainfall that exceeds the historical three-year average for the specified month will justify an abnormal weather condition for which Contractor may request a change in Contract Time.

ARTICLE 5—SITE, SUBSURFACE AND PHYSICAL CONDITIONS, HAZARDOUS ENVIRONMENTAL CONDITIONS

5.03 *Subsurface and Physical Conditions*

- SC-5.03 Add the following new paragraphs immediately after Paragraph 5.03.D:

- E. The following table lists the reports of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data, and specifically identifies the Technical Data in the report upon which Contractor may rely:

Report Title	Date of Report	Technical Data
None for this project		

- F. The following table lists the drawings of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to

the Site (except Underground Facilities), that contain Technical Data, and specifically identifies the Technical Data upon which Contractor may rely:

Drawings Title	Date of Drawings	Technical Data
None for this project		

- G. Contractor may examine copies of reports and drawings identified in SC-5.03.E and SC-5.03.F that were not included with the Bidding Documents at the **Jupiter Water Treatment Plant located at 17403 Central Boulevard, Jupiter, FL 33458** during regular business hours, or may request copies from Owner.

5.06 *Hazardous Environmental Conditions*

SC-5.06 Add the following new paragraphs immediately after Paragraph 5.06.A.3:

4. The following table lists the reports known to Owner relating to Hazardous Environmental Conditions at or adjacent to the Site, and the Technical Data (if any) upon which Contractor may rely:

Report Title	Date of Report	Technical Data
None for this project		

5. The following table lists the drawings known to Owner relating to Hazardous Environmental Conditions at or adjacent to the Site, and Technical Data (if any) contained in such Drawings upon which Contractor may rely:

Drawings Title	Date of Drawings	Technical Data
None for this project		

ARTICLE 6—BONDS AND INSURANCE

6.01 *Performance, Payment, and Other Bonds*

SC-6.01 Add the following paragraphs immediately after Paragraph 6.01.A:

1. *Required Performance Bond Form:* Shall be in the Form provided in the Front Ends of the Contract Documents.
2. *Required Payment Bond Form:* Shall be in the Form provided in the Front Ends of the Contract Documents.

6.03 *Contractor's Insurance*

SC-6.03 Supplement Paragraph 6.03 with the following provisions after Paragraph 6.03.C:

- D. *Other Additional Insureds:* As a supplement to the provisions of Paragraph 6.03.C of the General Conditions, the commercial general liability, automobile liability, umbrella or excess,

pollution liability, and unmanned aerial vehicle liability policies must include as additional insureds Owner, Engineer, Architect and other entities as follows:

The following language shall appear on the Certificate of Insurance:

"The Town of Jupiter, Florida it's employees, agents, consultants, contractors, is hereby named Additional Insured under the terms of this policy and shall be provided any Notice of Cancellation of any of the required policies." The Certificate of Insurance shall be issued to Town of Jupiter, Attn: Amanda Barnes, 17403 Central Boulevard, Jupiter, FL 33458."

A thirty (30) day Notice of Cancellation is required and must be stated on the Certificate of Insurance.

Certificates of Insurance (COI) shall be maintained current for the duration of the Contract. Contractor is responsible to provide Owner with updated COIs during the course of the Contract.

- E. *Workers' Compensation and Employer's Liability*: Contractor shall purchase and maintain workers' compensation and employer's liability insurance for the following minimum limits.

Worker's Compensation and Employer's Liability	Policy limits of not less than:
Statutory Limits	
Each Accident	\$100,000
Disease-Policy Limit	\$500,000
Disease-Each Employee	\$100,000

- F. *Commercial General Liability*

- a. *Commercial General Liability—Claims Covered*: Contractor shall purchase and maintain commercial general liability insurance, covering all operations by or on behalf of Contractor, on an occurrence basis, against claims for:

1. damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees,
2. damages insured by reasonably available personal injury liability coverage, and
3. damages because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom.

- b. *Commercial General Liability—Minimum Policy Limits*

Commercial General Liability	Policy limits of not less than:
General Aggregate	\$3,000,000
Products—Completed Operations Aggregate	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Bodily Injury and Property Damage—Each Occurrence	\$1,000,000

- c. *Commercial General Liability—Form and Content:* Contractor's commercial liability policy must be written on a 1996 (or later) Insurance Services Organization, Inc. (ISO) commercial general liability form (occurrence form) and include the following coverages and endorsements:
1. Products and completed operations coverage.
 - a. Such insurance must be maintained for three years after final payment.
 - b. Contractor shall furnish Owner and each other additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract) evidence of continuation of such insurance at final payment and three years thereafter.
 2. Blanket contractual liability coverage, including but not limited to coverage of Contractor's contractual indemnity obligations in Paragraph 7.18.
 3. Severability of interests and no insured-versus-insured or cross-liability exclusions.
 4. Underground, explosion, and collapse coverage.
 5. Personal injury coverage, with employment exclusion deleted.
 6. Additional insured endorsements that include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together). If Contractor demonstrates to Owner that the specified ISO endorsements are not commercially available, then Contractor may satisfy this requirement by providing equivalent endorsements.
 7. For design professional additional insureds, ISO Endorsement CG 20 32 07 04 "Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent.
- d. *Commercial General Liability—Excluded Content:* The commercial general liability insurance policy, including its coverages, endorsements, and incorporated provisions, must not include any of the following:
1. Any modification of the standard definition of "insured contract" (except to delete the railroad protective liability exclusion if Contractor is required to indemnify a railroad or others with respect to Work within 50 feet of railroad property).
 2. Any exclusion for water intrusion or water damage.
 3. Any provisions resulting in the erosion of insurance limits by defense costs other than those already incorporated in ISO form CG 00 01.
 4. Any exclusion of coverage relating to earth subsidence or movement.
 5. Any exclusion for the insured's vicarious liability, strict liability, or statutory liability (other than worker's compensation).
 6. Any limitation or exclusion based on the nature of Contractor's work.
 7. Any professional liability exclusion broader in effect than the most recent edition of ISO form CG 22 79.

- G. **Automobile Liability:** Contractor shall purchase and maintain automobile liability insurance for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle. The automobile liability policy must be written on an occurrence basis.

Automobile Liability	Policy limits of not less than:
Bodily Injury	
Each Person	\$1,000,000
Each Accident	\$1,000,000
Property Damage	
Each Accident	\$1,000,000
[or]	
Combined Single Limit	
Combined Single Limit (Bodily Injury and Property Damage)	\$2,000,000

- H. **Contractor's Pollution Liability Insurance:** Contractor shall purchase and maintain a policy covering third-party injury and property damage, including cleanup costs, resulting from pollution conditions arising from Contractor's operations and completed operations. This insurance must be maintained for no less than three years after final completion of the Contract.

Contractor's Pollution Liability	Policy limits of not less than:
Each Occurrence/Claim	\$1,000,000
General Aggregate	\$1,000,000

- I. **Umbrella Excess Liability – Minimum Policy Limits:**

Umbrella Excess Liability	Policy limits of not less than:
Each Occurrence	\$1,000,000
Annual Aggregate	\$1,000,000

The aforementioned umbrella coverage shall be no more restrictive than coverage required for the underlying policies.

SC-6.04 Supplement Paragraph 6.04 of the General Conditions with the following provisions:

ADD the following paragraph immediately before 6.04A.

If the Bid Proposal or Bid Schedule of Values contains a Bid Item or Pay Item for Builder's Risk Insurance, then Contractor shall provide Builder's Risk Insurance as required by Article 6.04 of the General Conditions. If a Bid Item or Pay Item for Builder's Risk Insurance is not provided in the Bid Proposal or Bid Schedule of Values (or associated addenda) then Contractor is not required to provide Builder's Risk Insurance for the Contract.

ADD the following paragraphs immediately after 6.04E.

F. *Builder's Risk Requirements:* The builder's risk insurance must:

1. be written on a builder's risk "all risk" policy form that at a minimum includes insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment stored and in transit, and must not exclude the coverage of the following risks: fire; windstorm; hail; flood; earthquake, volcanic activity, and other earth movement; lightning; riot; civil commotion; terrorism; vehicle impact; aircraft; smoke; theft; vandalism and malicious mischief; mechanical breakdown, boiler explosion, and artificially generated electric current; collapse; explosion; debris removal; demolition occasioned by enforcement of Laws and Regulations; and water damage (other than that caused by flood).
 - a. Such policy will include an exception that results in coverage for ensuing losses from physical damage or loss with respect to any defective workmanship, methods, design, or materials exclusions.
 - b. If insurance against mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake, volcanic activity, and other earth movement; or flood, are not commercially available under builder's risk policies, by endorsement or otherwise, such insurance will be provided through other insurance policies acceptable to Owner and Contractor.
2. cover, as insured property, at least the following: (a) the Work and all materials, supplies, machinery, apparatus, equipment, fixtures, and other property of a similar nature that are to be incorporated into or used in the preparation, fabrication, construction, erection, or completion of the Work, including Owner-furnished or assigned property; (b) spare parts inventory required within the scope of the Contract; and (c) temporary works which are not intended to form part of the permanent constructed Work but which are intended to provide working access to the Site, or to the Work under construction, or which are intended to provide temporary support for the Work under construction, including scaffolding, form work, fences, shoring, false work, and temporary structures.
3. cover expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of contractors, engineers, and architects).
4. extend to cover damage or loss to insured property while in temporary storage at the Site or in a storage location outside the Site (but not including property stored at the premises of a manufacturer or Supplier).
5. extend to cover damage or loss to insured property while in transit.

6. allow for the waiver of the insurer's subrogation rights, as set forth in this Contract.
 7. allow for partial occupancy or use by Owner by endorsement, and without cancellation or lapse of coverage.
 8. include performance/hot testing and start-up, if applicable.
 9. be maintained in effect until the Work is complete, as set forth in Paragraph 15.06.D of the General Conditions, or until written confirmation of Owner's procurement of property insurance following Substantial Completion, whichever occurs first.
 10. include as named insureds the Owner, Contractor, Subcontractors (of every tier), and any other individuals or entities required by this Contract to be insured under such builder's risk policy. For purposes of Paragraphs 6.04, 6.05, and 6.06 of the General Conditions, and this and all other corresponding Supplementary Conditions, the parties required to be insured will be referred to collectively as "insureds." In addition to Owner, Contractor, and Subcontractors of every tier, include as insureds the following:
 - a. No others for this Contract.
 11. include, in addition to the Contract Price amount, the value of the following equipment and materials to be installed by the Contractor but furnished by the Owner or third parties:
 - a. None for this Contract.
- G. *Builder's Risk and Other Property Insurance Deductibles*: The purchaser of any required builder's risk, installation floater, or other property insurance will be responsible for costs not covered because of the application of a policy deductible.

ARTICLE 7—CONTRACTOR'S RESPONSIBILITIES

7.03 *Labor; Working Hours*

SC-7.03.C Amend the first and second sentences of Paragraph 7.03.C to state "...all Work at the Site must be performed during regular working hours, Monday through Friday. Contractor will not be permitted to perform Work on a Saturday, Sunday, or any legal holiday."

SC-7.03.C Delete the third sentence in its entirety and insert the following sentences in its place.

Contractor may request in writing, to Owner, to perform Work outside of regular working hours. Owner is not obligated to consent to Work occurring outside of regular working hours, if it is not in Owner's best interest. Contractor will reimburse Owner for inspection costs incurred by Owner for Work performed outside of regular working hours, whether those costs result from Town staff overtime or Town consultant costs. Contractor's reimbursement to Owner will be as described in SC-7.03.D.

SC-7.03.C Add the following new subparagraphs immediately after Paragraph 7.03.C:

1. Regular working hours will be Monday through Friday, 8:00am – 5:00pm. Work requiring inspection shall be scheduled to occur Monday through Friday, between the hours of 8:00am – 3:30 pm.

2. Owner's legal holidays for the year 2023 are as follows:

Sunday, Jan. 1, 2023	New Year's Day
Monday, Jan. 2, 2023	New Year's Day (Observed)
Monday, Jan. 16, 2023	Martin Luther King Jr. Day
Monday, Feb. 20, 2023	President's Day
Monday, May 29, 2023	Memorial Day
Monday, June 19, 2023	Juneteenth
Tuesday, July 4, 2023	Independence Day
Monday, Sept. 4, 2023	Labor Day
Friday, Nov. 10, 2023	Veteran's Day (Observed)
Saturday, Nov. 11, 2023	Veteran's Day
Thursday, Nov. 23, 2023	Thanksgiving Day
Friday, Nov. 24, 2023	Thanksgiving Holiday
Sunday, Dec. 24, 2023	Christmas Eve
Monday, Dec. 25, 2023	Christmas Day
Tuesday Dec. 26, 2023	Christmas Eve (Observed)

If Contract Work goes beyond 2023, Contractor shall anticipate observance of the same holidays (not the same dates) for year 2024 and future years. Owner can provide Contractor with the 2024 holiday calendar upon request, when it becomes available.

SC-7.03.D Add the following new paragraph immediately after Paragraph 7.03.C:

- D. Contractor shall be responsible for the cost of any overtime pay or other expenses incurred by Owner for construction observations, inspection and/or other services, including but not limited to those of the Resident Project Representative, Engineer, Owner's staff, geotechnical testing, or other, occasioned by the performance of Work outside of regular working hours (Saturday, Sunday, legal holiday, Owner observed holiday, or overtime on any regular work day). Contractor shall execute a deductive change order with Owner to reduce the Contract Value by the cost of the expenses incurred by Owner and resulting from Work outside of regular work hours. If Contractor does not sign such change order, or if the parties are unable to agree as to the amount owed, then Owner may impose a reasonable set-off against payments due under Article 15.

7.10 Taxes

SC-7.10.B Add a new paragraph immediately after Paragraph 7.10.A:

- B. Owner is exempt from payment of sales and compensating use taxes of the State of Florida and of cities and counties thereof on all materials to be incorporated into the Work. Owner may exercise its rights to purchase materials to be incorporated into the Work of this Contract under the provisions governing the State of Florida's Sales and Use Tax Exemption for Owner furnished materials as follows:
1. Sales and Use Taxes. Owner is exempt from paying sales and use taxes on materials and equipment purchased for and incorporated into this Public Works Contract (hereinafter the "Project") in accordance with Florida Statute 12A-1.094. The Owner shall make direct purchases of all materials and equipment purchased for, or to be incorporated into the Project, as agreed upon between the Contractor and the

Owner. All direct purchases of materials and equipment shall be made by the Owner with funds specifically allocated for construction of the Project. Contractor shall provide Owner with a proposed deductive change order no later than 10 calendar days after request by Owner for materials and equipment to be purchased by the Owner for the Project. The proposed deductive change order shall include the costs of the materials to be purchased by the Owner including sales tax. The Town of Jupiter Purchase Order Standard Terms and Conditions, Certificate of Entitlement and Construction Contract Documents (plans and specifications) and requirements shall apply to work performed under this program. Each vendor/supplier of equipment under this Sales Tax Recovery Program shall be obligated to meet the requirements of the Town of Jupiter Construction Contract Documents and State Law (F.S. 12A-1.094).

2. The Contractor shall: (a) compile Contractor's and any Subcontractors' itemized requirement for materials and equipment, including quantities, unit costs, manufacturers' or vendors' catalogue or order numbers, delivery instructions, and other specific information that is required to order the specific materials and equipment, and terms and conditions to be imposed on suppliers regarding delivery and submittal time requirements, and quantities thereof required by Contractor or Subcontractors in accordance with the applicable requirements of the Construction Contract, from time to time, during the construction of the Project, as materials and equipment need to be ordered for the Project, and submit such compilation to the Owner's designated representative: (b) prepare a requisition for such materials and equipment and (c) deliver any such requisition to the owner's designated representative no less than thirty (30) days prior to the date the manufacturer or vendor of the materials or equipment, as the case may be, requires orders for such materials or equipment to be placed to assure delivery of such materials or equipment to the Site in accordance with the Project Schedule (the "Order Date"). The requisitions shall identify the Order Date. Upon receipt of any such requisition the Owner's designated representative shall forward same to the Owner. The Owner shall issue a Purchase Order directly to the vendor of the materials or equipment, prior to the Owner Date (a Purchase Owner). The Owner shall include with any such Purchase Order, a copy of the owner's sales and use tax exemption certificate, a Certificate of Entitlement and the order requisition prepared by the Contractor. The Owner shall also provide the Contractor with a Certificate of Entitlement for each vendor from which materials or equipment is purchased under this program. The vendor shall issue the invoice directly to the Owner. The owner shall make direct payment to the vendor.
3. The Contractor, upon the delivery of any such materials or equipment, shall verify the conformity of such materials or equipment with the terms of the Purchase Order and the Contract Documents. If the Contractor determines that the materials and equipment are conforming, the Owner shall take title and possession of such material and equipment before such materials and equipment are incorporated into the Project. If the Contractor determines that the materials and equipment are non-conforming, the Contractor shall immediately notify the Owner in writing and the Owner shall reject such material and equipment.

4. The Owner shall assume all risk of loss on all materials and equipment purchased pursuant to its sales and use tax exemption.
5. To the extent that materials and equipment are purchased pursuant to the Owner's sales and use tax exemption, the Contractor shall reduce the Contractor Amount and the penal sum of its public construction bond by 1.06, or the applicable sales and use tax at the time, times the cost of the materials and equipment purchased directly by the Owner.
6. The Contractor shall be fully responsible for all matters relating to the receipt of materials and equipment furnished by the Owner in accordance with this Special Condition, including, but not limited to, the responsibility for verifying correct quantities, verifying documents or orders in a timely manner, coordinating purchases, providing and obtaining all warranties and guarantees required by the Contract Documents, inspection and acceptance of the materials and equipment at the time of delivery, and loss or damage to materials and equipment following acceptance of items due to the negligence of such Contractor or any Subcontractors. The Contractor shall coordinate delivery schedules, sequence of delivery, loading orientation, and other arrangements normally required by such Contractor for the particular materials furnished. The Contractor shall provide or arrange for all services required for the unloading, handling and storage of such materials and equipment through installation.
7. The Contractor shall visually inspect all shipments from material and equipment vendors purchased directly by the Owner in accordance with this Special Condition (the "Owner Furnished Materials") and approve the vendors' invoices for materials or equipment delivered, as Owner-Furnished Materials are furnished to the Site in accordance with this Special Condition. The Contractor shall assure that each delivery of Owner Furnished Materials is accomplished by documentation adequate to identify the Purchase Order against which the purchase is made. This documentation may consist of a delivery ticket and an invoice from the vendor conforming to the Purchase Order, together with such additional information as the Owner may require. The Contractor shall deliver to the Owner's designated representative all invoices for materials and equipment upon verification by such Contractor that the materials and equipment conform exactly to the Contract Documents and the Purchase Order. Upon receipt of any invoice for Owner Furnished Materials, the Owner's designated representative shall deliver such invoice to the Owner for payment directly to the Vendor.
8. The Contractor shall inspect all Owner Furnished Materials to determine that such Owner Furnished Materials conform to the Contract Documents, including the Drawings and the Specifications, and to determine prior to incorporation into the work whether such Owner Furnished Materials are patently defective, and whether such Owner Furnished Materials are identical to the materials ordered and match the description of the bill of lading and the Purchase Order. If Contractor discovers defective or non-conforming Owner Furnished Materials upon such visual inspection, Contractor shall: (a) not recommend acceptance of such non-conforming materials and equipment, (b) not utilize such non-conforming or defective materials in the work; (c) not allow Subcontractor to utilize such non-conforming or defective materials in the work; and (d) promptly notify the Owner's designated representative,

in writing, of the defective or non-conforming condition so that repair or replacement of those Owner Furnished Materials can occur without any undue delay or interruption to the Project. In the event that such Contractor fails to perform such inspection or otherwise incorporates into the work such defective or non-conforming materials, the Contractor shall be responsible for the repair and replacement of defective or non-conforming materials, at its sole cost and expense.

9. The Contractor shall maintain records of all Owner Furnished Materials incorporated into the work from the stock of Owner Furnished Materials. The Contractor shall account monthly to the Owner's designated representative and Owner for any Owner Furnished Materials delivered to the site, indicating which Owner Furnished Materials have been incorporated into the work.
10. The Contractor shall be responsible for obtaining and managing all warranties and guarantees for all Owner Furnished Materials. All repair, maintenance or damage-repair calls shall be forwarded by the Owner to the Contractor for resolution with the appropriate vendor or Subcontractor through the warranty period.
11. After the Owner takes possession of the Owner Furnished Materials at the site, possession of the Owner shall immediately and automatically transfer to the Contractor without notice. The transfer of possession of Owner Furnished Materials from the Owner to the Contractor shall constitute a bailment for the mutual benefit of the Owner and such Contractor. The Owner shall be considered the bailor and the Contractor the bailee of the Owner Furnished materials. Owner Furnished Materials shall be considered returned to the Owner for purposes of their bailment at such time as they are incorporated into the Project or consumed in the process of completing the Project.
12. The Contractor shall purchase and maintain builder's risk insurance, naming the Owner as an additional insured, sufficient to protect against loss of or damage to Owner Furnished Materials. Such insurance shall be in the amount stated elsewhere in the Contract and shall cover the full value of any Owner Furnished Materials between the time the Owner first takes title to and possession of any of such Owner Furnished Materials until final completion of the work."
13. The Owner shall not be liable for any interruption or delay damages in the project by virtue of ordering the Owner Furnished Materials, for any defects or other problems with the project by virtue of ordering the Owner Furnished Materials, or for any extra costs resulting from any delay in the delivery of, or defects in, the Owner Furnished Materials.
14. The Contractor, on a monthly basis, shall review invoices submitted by all vendors of Owner Furnished Materials delivered to the site during the prior month and either concur or object to the Owner's Issuance of payment to the vendors, based upon such Contractor's records of materials delivered to the site and whether any of the Owner Furnished Materials for which payment has not been made were either non-conforming or defective.
15. In order to arrange for the prompt payment to the vendor, the Contractor shall provide to the Owner's designated representative a list of the acceptance of the goods or materials within fifteen (15) days of receipt of said goods or materials.

Accompanying the list shall be a copy of the applicable purchase order, invoices, delivery tickets, written acceptance of the delivered items, and such other documentation as may be reasonably required by the Owner. Upon receipt of the appropriate documentation, the Owner shall process vendor's invoice for payment directly to vendor by electronic funds transfer (EFT) based upon the receipt of data provided. The Contractor shall assist the Owner to immediately obtain partial or final release of waivers as appropriate. The Owner shall not make any payment without the appropriate Contractor's concurrence and approval. Owner shall hold up to 10% retention on Owner Furnished Materials against the Vendor, for equipment requiring operational and start-up testing. Owner shall release retention upon successful start-up and operational testing of the equipment as agreed to between the Owner, Contractor and Vendor. Owner may hold up to 2% retention until vendor record drawings and operation and maintenance manuals are accepted by the Contractor and Owner.

16. The Contractor may, in its reasonable discretion, require certain material and equipment vendors to provide a supply bond in the amount of one-hundred percent (100%) of the purchase order price. The supply bond, if required, shall be issued by a qualified surety company authorized to do business in the State of Florida and acceptable to the Owner. If the supply bond is required, the costs thereof will be added to the amount of the purchase order. The Contractor shall verify that a vendor can furnish a supply bond. All bonds will name the Owner and the Contractor as additional obliges. To the extent that materials and equipment are purchased pursuant to the Owner's sales and use tax exemption, the Contractor shall reduce the Contract Amount and the penal sum of its public construction bond by 1.06, or the applicable sales and use tax at the time, times the cost of the materials and equipment purchased directly by the Owner.
17. The Contractor is advised that the following list of equipment may be included under the sales and use tax exemption program for Owner furnished equipment. This list is provided to the Contractor for informational purposes only. The Owner reserves the right to revise the quantity of Owner furnished equipment by deleting equipment listed or including equipment not listed herein. Contractor may make suggestions to Owner as to other components of the project that may be Owner purchased under this program for this project.

- None

Purchase Order Standard Terms and Conditions and a Certificate of Entitlement are provided as Exhibit A in at the end of these Supplemental Conditions. Both of these documents will be issued to the Vendor for procurement of materials and supplies to be incorporated into this Contract under the Sales and Use Tax Exemption Program. Contractor will also receive copies of the Certificate of Entitlement, and purchase order to vendor with purchase order standard terms and conditions.

ARTICLE 8—OTHER WORK AT THE SITE

No changes are made to the General Conditions for this Article.

ARTICLE 9—OWNER’S RESPONSIBILITIES

9.13 *Owner’s Site Representative*

SC-9.13 Add the following new paragraph immediately after Paragraph 9.12 of the General Conditions:

9.13 *Owner’s Administration of Contract and Site Representative*

- A. Owner may choose to administer the Contract during construction, or extend that responsibility to Engineer. If Owner chooses to administer the Contract during construction, Owner will furnish the Engineer to manage the Contract and certify construction completion for close out of regulatory permits. Owner’s Engineer is an employee of the Owner, not an Engineering consultant, or agent. Owner may at Owner’s discretion refer to Owner’s Design Architect/Engineer/outside consultant for interpretation, input, and review of components during administration of the Contract. Owner’s Engineer has the same authority and responsibility as Engineer under this Contract, if Owner is administering the Contract.
- B. Owner may choose to furnish the “Owner’s Site Representative” to represent Owner at the Site and assist Owner in observing the progress and quality of the Work. The Owner’s Site Representative will be an employee of Owner. Owner may at Owner’s discretion request outside assistance from consulting Engineer or Architect to furnish a Site Representative to assist with construction observation and inspection.

ARTICLE 10—ENGINEER’S STATUS DURING CONSTRUCTION

10.01 *Owner’s Representative*

SC10.01.A.1 Add the following new subparagraph immediately after Paragraph 10.01.A:

1. Owner may choose to manage the Contract and serve as Engineer during construction. Owner’s Engineer and Owner’s consulting Design Engineer will have all authority as described in Article 10.04 of the General Conditions. Owner’s Engineer may request assistance from the Design Engineer with items such as shop drawing reviews, interpretations, clarifications during construction, certifications, and to provide other input as requested by Owner at Owner’s sole discretion.

10.03 *Resident Project Representative*

SC-10.03.A Add the following new subparagraphs immediately after Paragraph 10.03.A:

1. Owner may choose to provide the Resident Project Representative for this Contract. Owner’s consulting Engineer may at the request of the Owner, assist Owner with observation and inspection of the Work.
2. Owner may choose to furnish the Resident Project Representative to represent Engineer at the Site or assist Engineer in observing the progress and quality of the Work.

SC-10.03.C Add the following new paragraphs immediately after Paragraph 10.03.B:

- C. The Resident Project Representative (RPR) will be Owner’s/Engineer’s representative at the Site. RPR’s dealings in matters pertaining to the Work in general will be with the Owner, Engineer, and Contractor. RPR’s dealings with Subcontractors will only be through or with the full knowledge or approval of Contractor. The RPR will:

1. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings (but not including Contractor's safety meetings), and as appropriate prepare and circulate copies of minutes thereof.
 2. *Safety Compliance:* Comply with Site safety programs, as they apply to RPR, and if required to do so by such safety programs, receive safety training specifically related to RPR's own personal safety while at the Site.
 3. *Liaison*
 - a. Serve as Owner's liaison with Contractor. Working principally through Contractor's authorized representative or designee; assist in providing information regarding the provisions and intent of the Contract Documents.
 - b. Serve as Owner's liaison with Contractor when Contractor's operations affect Owner's on-site operations.
 - c. Assist in obtaining from Owner additional details or information, when required for Contractor's proper execution of the Work.
 4. *Review of Work; Defective Work*
 - a. Conduct on-site observations of the Work to assist Owner's Engineer in determining, to the extent set forth in Paragraph 10.02, if the Work is in general proceeding in accordance with the Contract Documents.
 - b. Observe whether any Work in place appears to be defective.
 - c. Observe whether any Work in place should be uncovered for observation, or requires special testing, inspection or approval.
 5. *Inspections and Tests*
 - a. Observe Contractor-arranged inspections required by Laws and Regulations, including but not limited to those performed by public or other agencies having jurisdiction over the Work.
 - b. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Work.
 6. *Payment Requests:* Review Applications for Payment with Contractor.
 7. *Completion*
 - a. Participate in Owner Engineer's visits regarding Substantial Completion.
 - b. Assist in the preparation of a punch list of items to be completed or corrected.
 - c. Participate in Owner Engineer's visit to the Site in the company of Contractor regarding completion of the Work and prepare a final punch list of items to be completed or corrected by Contractor.
 - d. Observe whether items on the final punch list have been completed or corrected.
- D. The RPR will not:
1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).

2. Exceed limitations of Engineer's authority as set forth in the Contract Documents.
3. Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers.
4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction.
5. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.
6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Owner's Engineer.
7. Authorize Owner to occupy the Project in whole or in part.

ARTICLE 11—CHANGES TO THE CONTRACT

11.03 *Work Change Directives*

SC-11.03.B.1 Delete Paragraphs 1 and 2 in their entirety and replace them with the following paragraphs:

1. Contractor believes that an adjustment in Contract Times or Contract Price is necessary, then Contractor shall immediately notify Engineer and Owner, in writing, of the circumstances regarding the changed condition(s) and submit any Change Proposal seeking such an adjustment within seven (7) days of Contractor's written notification to Engineer/Owner and prior to performance of the changed work. Contractor shall not proceed with changed work for which Contractor believes an adjustment in Contract Times or Contract Price is necessary without written approval from Owner and Engineer.
2. Owner believes that an adjustment in Contract Times or Contract Price is necessary, then Engineer/Owner shall request, in writing, a proposal from Contractor. Contractor shall submit a Change Proposal within seven (7) days of Engineer/Owner's written request, and prior to the performance of the changed work.

11.04 *Field Orders*

SC-11.04.B Add the following sentence after the last sentence in Article 11.04.B.

Contractor shall obtain written approval from Engineer and Owner to proceed with the Work, before performing the Work.

ARTICLE 12—CLAIMS

No changes are made to the General Conditions for this Article.

ARTICLE 13—COST OF WORK; ALLOWANCES, UNIT PRICE WORK

13.01 *Cost of the Work*

SC-13.01 Supplement Paragraph 13.01.B.5.c.(2) by adding the following sentence:

The equipment rental rate book that governs the included costs for the rental of machinery and equipment owned by Contractor (or a related entity) under the Cost of the Work provisions of this Contract is the most current edition of Rental Rate Blue Book for Construction Equipment.

SC-13.01 Supplement Paragraph 13.01.C.2 by adding the following definition of small tools and hand tools:

- a. For purposes of this paragraph, "small tools and hand tools" means any tool or equipment whose current price if it were purchased new at retail would be less than \$500.

13.03 *Unit Price Work*

SC-13.03 Delete Paragraph 13.03.E in its entirety and insert the following in its place:

E. *Adjustments in Unit Price*

1. Unit prices shall remain firm for the duration of the Contract. No changes in unit price shall be permitted.

ARTICLE 14—TESTS AND INSPECTIONS; CORRECTION, REMOVAL, OR ACCEPTANCE OF DEFECTIVE WORK

14.05.B Delete Paragraph 14.05.B in its entirety and insert the following in its place:

- B. If any Work is covered contrary to the written request of Engineer, or requirements of the Contract Documents, including Drawings and Specifications, then Contractor shall, if requested by Engineer, uncover such Work for Engineer's observation, and then replace the covering, all at the Contractor's expense.

ARTICLE 15—PAYMENTS TO CONTRACTOR, SET OFFS; COMPLETIONS; CORRECTION PERIOD

15.01 *Progress Payments*

SC-15.01 Add the following sentences immediately before Paragraph 15.01 as follows:

All references to the term Engineer in Article 15 shall refer to Owner's Engineer, who is administering the Contract, serving as Owner's project manager, and serving as Engineer during construction.

SC-15.01.C.1 Amend the language of Paragraph 15.01.C.1 to read as follows:

1. Owner will, within 14 days, after receipt of each Application for Payment from Contractor, including each resubmittal, either indicate in writing to Contractor that Owner agrees with the recommendation for payment and payment will be made, or return the Application to Contractor indicating in writing the reasons for Owner's refusal to recommend payment. In the latter case, Contractor shall make the necessary corrections and resubmit the Application.

SC-15.01.D.1 Amend the language of Paragraph 15.01.D.1 to read as follows:

1. Thirty (30) days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended (subject to any Owner set offs) will become due, and when due will be paid by Owner to Contractor.

15.03 *Substantial Completion*

SC-15.03.A Amend the last sentence of Paragraph 15.03.A to read as follows:

Contractor shall at the same time submit to Owner and Engineer final, certified record drawings and an initial draft of punch list items to be completed or corrected before final payment.

SC-15.03.B. Add the following new subparagraph to Paragraph 15.03.B:

1. If some or all of the Work has been determined not to be at a point of Substantial Completion and will require re-inspection or re-testing by Engineer, the cost of such re-inspection or re-testing, including the cost of time, travel and living expenses, will be paid by Contractor to Owner. If Contractor does not pay, or the parties are unable to agree as to the amount owed, then Owner may impose a reasonable set-off against payments due under this Article 15.

ARTICLE 16—SUSPENSION OF WORK AND TERMINATION

No changes are made to the General Conditions for this Article.

ARTICLE 17—FINAL RESOLUTIONS OF DISPUTES

No changes are made to the General Conditions for this Article.

ARTICLE 18—MISCELLANEOUS

No changes are made to the General Conditions for this Article.

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**EXHIBIT A— FORMS ASSOCIATED WITH SALES AND USE TAX EXEMPTION PROGRAM FOR
PROCUREMENT OF MATERIALS, BY OWNER, TO BE INCORPORATED INTO THIS PROJECT**

**PURCHASE ORDER STANDARD TERMS AND CONDITIONS
FOR
TOWN OF JUPITER UTILITIES**

- 1) Purchase Order number must show on all invoices, shipments, correspondence, and any other documents related to the purchase order.
- 2) Invoices shall be submitted in triplicate. If a partial shipment is made, so state this on the invoice. Also state whether the invoice is final or complete.
- 3) This purchase order is subject to the approval of 6 copies of submitted data prior to fabrication and shipment.
- 4) Vendor's final invoice will not be honored until receipt of 3 final copies of operation and maintenance instructions, the Contract Documents, spare parts lists, and record drawings, if applicable.
- 5) All material and equipment furnished hereunder shall be in strict compliance with plans, specifications, and general conditions of the Contract between _____ (Contractor) and (Purchaser) the Town of Jupiter Utilities (Owner) entitled " _____ " (name of contractor) and / or with any other contractor, in connection with the job for which these items are furnished, and vendor shall be bound thereby in the performance of this contract. Vendor expressly warrants that all material and equipment covered by this purchase order shall produce capacities or meet design specifications and function as called for in the applicable plans and specifications, or as set forth in the text of this order.
- 6) All material and equipment contemplated under this order shall be subject to the approval of the Purchaser and the Owner, and / or his Architects, Engineers, or other parties designated by the Owner. All materials and equipment furnished under this order, shall be subject to Purchaser's inspection and testing to determine compliance with the requirements of this order. Vendor shall furnish the indicated number of submittal data or samples for said approval.
- 7) Owner shall issue to Vendor and Contractor with this purchase order a completed and signed Certificate of Entitlement. A copy of Owner's Florida Consumer's Certificate of Exemption shall accompany the purchase order issued directly to the Vendor.
- 8) Vendor guarantees against defects in material or workmanship all items covered by this purchase order and will repair or replace, freight prepaid to jobsite without cost to purchaser or Owner, any part found to be defective in material or workmanship within that time provided by the Contract Documents as indicated, or one year from date of initial operation or 18 months from date of shipment, whichever is longer. On any part found to be defective at jobsite prior to initial startup seller shall make repairs or replacement with his own forces or reimburse Contractor for necessary labor. Defective parts will be returned freight collect only upon written request and instructions from the vendor. In the event more than one person or entity is listed on the front side of this purchase order as Vendor or is identified as an agent, that person or entity shall also be fully liable on and responsible for the performance of all of the Vendor's obligations under this purchase order. Initial Operation shall be when the materials or equipment are placed into service for use by Owner.
- 9) Notice to Purchaser of all shipments of equipment and / or materials shall be given immediately, noting date, routing, order number, description, and copy of bill of lading. Ultimate delivery of equipment requiring rigging shall be made by suitable vehicle. Equipment and / or materials in transit shall be adequately protected from the elements. The materials and equipment covered by this order shall remain the property of the Vendor until actually received at the destination by the Purchaser and Owner. Payment for goods damaged in transit, regardless of how shipped, will be withheld until repairs or replacement are made and claim against transportation company is resolved.

10) Cancellation of all or any part of this order to be affected at no cost to Contractor or Owner for failure of the Vendor to:

- a) Secure written approval of submittal data by approving authority or purchaser.
- b) Furnish any portion of this order within specified time limits.

11) In the event the contract price or prices and terms set forth herein, including any changes that may be made therein, violate an applicable schedule, regulation or order here before or hereafter issued by an approved Government Agency, the contract price or prices shall be the maximum prices permitted by, and the terms shall be in accordance with such schedule, regulations or order. All prices listed on the front side of this order are firm for duration of the project and no escalation will be allowed. Vendor shall not assign this purchase order without the written consent of Purchaser and Owner; except however, Vendor assigns to Purchaser all of Vendor's right and interest in any payments due or to become due to Vendor under this purchase order as security for the payment and satisfaction of any sums due Purchaser or to become due to Purchaser under this or any other purchase order, contract or agreement between Vendor and Purchaser or debt due Purchaser for which Vendor may be liable to Purchaser.

12) The Vendor hereby agrees to indemnify, defend and hold harmless the Purchaser and Owner, and their officers, agents, employees and designees from and against all claims, liability, damages, losses, costs, or expenses whatsoever (including without limitation all attorney's fee, cost and expenses) arising out of or in connection with this Purchase Order and the materials, goods, or services provided by Vendor including without limitation those attributable to bodily injury or death, property damage or destruction, or by reason of any action or alleged infringement or letters patent or any litigation based thereon covering any article purchased hereunder. Such indemnification shall not include claims of, or damages resulting from, gross negligence, or willful, wanton or intentional misconduct of the parties indemnified hereunder. Vendor's indemnification is limited to the extent of insurance coverage maintained by Vendor, or One Million Dollars (\$1,000,000), whichever is greater. [NOTE: If this Purchase Order is in connection with a public agency's project, then Vendor's indemnity obligations are limited to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Vendor and persons employed or utilized by Vendor in the performance of the Purchase Order.]

13) Vendor shall furnish all necessary releases, lien waivers, affidavits, or other documents, all as required by the Contract Documents and / or to keep the Owner's premises free from liens or claims arising out of the furnishing of materials or equipment herein, as payments are made from time to time under this order.

14) Any acceptance in a manner or on terms and conditions different from those contained in this order shall not operate as an acceptance. This order, when accepted by the Vendor, shall constitute a valid and binding contract which shall be governed by and construed according to the laws of the State of Florida. All prior options, conversations, or preliminary negotiations shall be deemed to be merged in this order.

15) The above conditions and conditions printed or typed on front of side of this order, can only be changed by written authorization of the Contractor and the Owner, and are not to be abridged by any terms or conditions of sale printed on Vendor's quotation, acknowledgment, invoice, or other like form.

The terms and conditions contained in this order shall be binding upon Vendor unless it objects in writing within 10 days of receipt this order.

16) All purchases are F.O.B. destination, freight prepaid by Seller unless otherwise stated on the Purchase Order. Collect shipments will not be accepted.

17) Calculations for invoice payment will be calculated from date Town receives the invoice.

18) Title of goods shall pass to Buyer upon acceptance.

19) Seller shall comply with the Fair Labor Standards Act and Equal Employment Opportunity Provisions of Executive Orders.

20) Seller is expressly prohibited from delegating its duties and obligations or transferring or assigning its rights hereunder without the prior written approval of Buyer.

21) If items purchased are classified as toxic or hazardous substances under Chapter 403, Florida Statutes, Seller must submit copies of the Material Safety Data Sheet IMSOSI for each substance to the Town of Jupiter's Risk Management Coordinator, 210 Military Trail, Jupiter, Florida 33458 and to the delivery location at time of shipment. Products must be identified and labeled in accordance with OSHA standards. Failure to comply with these requirements will result in delay of payment until compliance is affected.

22) This purchase Order shall be governed and construed according to the laws of the State of Florida.

23) EXCISE AND SALES TAXES: The prices herein should not include any Federal excise taxes or sales taxes imposed by any State or Municipal Government. Such taxes, if included, must be deducted by the vendor when submitting claim for payment.

24) Non-Appropriation of Funds: It is understood that Town funds are contingent upon the availability of lawful appropriations by the Town Council. Subject to the applicable provisions of the Town Charter, the Town represents: that it has adequate funds to meet its obligations under this order for the full price set forth herein; and that it has no reason to believe that it will not have sufficient funds to enable it to make all payments due hereunder during such contract period. However, if the Town Council fails at any time during such contract period(s) to continue funding for any purchase order awarded, the Town's obligations under such contract(s) are terminated as of the date that the funding expires without further obligation to the Town.

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CERTIFICATE OF ENTITLEMENT

The undersigned authorized representative of _____ (hereinafter "Governmental Entity"), Florida Consumer's Certificate of Exemption Number _____, affirms that the tangible personal property purchased pursuant to Purchase Order Number _____ from _____ (Vendor) on or after _____ (date) will be incorporated into or become a part of a public facility as part of a public works contract pursuant to contract # _____ with _____ (Name of Contractor) for the construction of _____.

Governmental Entity affirms that the purchase of the tangible personal property contained in the attached Purchase Order meets the following exemption requirements contained in Section 212.08(6), F.S., and Rule 12A-1.094, F.A.C.:

You must initial each of the following requirements.

- _____ 1. The attached Purchase Order is issued directly to the vendor supplying the tangible personal property the Contractor will use in the identified public works.
- _____ 2. The vendor's invoice will be issued directly to Governmental Entity.
- _____ 3. Payment of the vendor's invoice will be made directly by Governmental Entity to the vendor from public funds.
- _____ 4. Governmental Entity will take title to the tangible personal property from the vendor at the time of purchase or of delivery by the vendor.
- _____ 5. Governmental Entity assumes the risk of damage or loss at the time of purchase or delivery by the vendor.

Governmental Entity affirms that if the tangible personal property identified in the attached Purchase Order does not qualify for the exemption provided in Section 212.08(6), F.S., and Rule 12A-1.094, F.A.C., Governmental Entity will be subject to the tax, interest, and penalties due on the tangible personal property purchased. If the Florida Department of Revenue determines that the tangible personal property purchased tax-exempt by issuing this Certificate does not qualify for the exemption, Governmental Entity will be liable for any tax, penalty, and interest determined to be due.

I understand that if I fraudulently issue this certificate to evade the payment of sales tax I will be liable for payment of the sales tax plus a penalty of 200% of the tax and may be subject to conviction of a third degree felony.

Under the penalties of perjury, I declare that I have read the foregoing Certificate of Entitlement and the facts stated in it are true.

Signature of Authorized Representative

Title

Purchaser's Name (Print or Type)

Date

Federal Employer Identification Number: _____

Telephone Number: _____

You must attach a copy of the Purchase Order to this Certificate of Entitlement.

Do not send to the Florida Department of Revenue. This Certificate of Entitlement must be retained in the vendor's and the contractor's books and records.

**TOWN OF JUPITER UTILITIES
FLORIDAN WELL REHABILITATION PROGRAM
(W2407)**

TECHNICAL SPECIFICATIONS

SECTION TITLE

DIVISION 1 – GENERAL REQUIREMENTS

01010	Summary of Work
01025	Measurement and Payment
01300	Submittals
01535	Protection of Existing Utilities

DIVISION 2 – SITE WORK

02400	Temporary Construction Wellhead
02715	Construction Facilities and Temporary Controls
02720	Well Rehabilitation Sequence
02760	Well Development
02765	Downhole Logging
02775	Pumping Tests
02780	Disinfection
02785	Formation Water Disposal System
02790	Acidization
02800	Floridan Aquifer Well "Kill"

Appendix

Table 1	Well Construction Details
Exhibit 1	Well Location Map
Exhibit 2	Typical Site Layout including Discharge Setup
Exhibit 3	Copy of Previously Issued South Florida Water Management District (SFWMD) Right of Way (ROW) Permit
Exhibit 4	Example of Requirements for Discharge Pipe Crossing SFWMD ROW
Exhibit 5	Example of "Best Management Practices (BMPs)" for discharge of produced groundwater
Exhibit 6	Development Reporting Form
Exhibit 7	Well Disinfection Report Form

SECTION 01010

SUMMARY OF WORK

PART I GENERAL

1.01 WORK COVERED BY CONTRACT DOCUMENTS

- A. Furnish all permits, labor, equipment and materials necessary to rehabilitate Upper Floridan Aquifer (UFA) production wells for the Town of Jupiter (OWNER), located in Jupiter, Florida. The work as specified includes permitting; mobilization; removal of portions of the existing wellhead; removal of the drop pipe, and appurtenances; down-hole video and geophysical logging; well kill(s) as required; acid treatment of the completion interval; removal and treatment of the residual spent acid water; purging of the well, flow testing, formation water treatment and disposal system (including temporary piping and pumps); plumbness and alignment testing; fabrication of stainless steel wellhead components; reinstallation of the pump, drop pipe, wellhead ready for service; well facility disinfection, purging and bacteriological clearance; demobilization and restoration of well sites; and completion of all required work to the extent the well facility is returned to service and accepted by the OWNER.

- B. Up to two (2) existing UFA production wells may be recommended for rehabilitation and /or investigation per fiscal year.

The wells identified for rehabilitation may be altered or changed during the course of the contract based upon the needs of the OWNER. The OWNER does not guarantee a minimum or maximum amount of work. Construction details on existing OWNER UFA production wells are provided in Table 1 of the Appendix. Well construction depths indicated in the attached Table 1 are approximate. CONTRACTOR is to verify depths as needed to perform work.

- C. For all non-emergency work orders, the CONTRACTOR will be required to submit a materials list with quantities, including restoration, with pricing from at least two different vendors for those items not included in the Bid Schedule of Values for the OWNER's consideration. The OWNER may direct purchase the materials under the Sales Tax and Use Program (described in the Supplemental Conditions) or ask the CONTRACTOR to purchase materials allowing a fifteen percent (15%) mark up on material pricing. CONTRACTOR shall also provide pricing for any subcontracted work as required to complete the Work. The allowable mark up on subcontractor pricing will be five percent (5%). If OWNER is to direct purchase materials under the Sales Tax and Use Program, CONTRACTOR shall provide the OWNER with the materials list and quantities, coordinate with

vendor for ordering, and delivery of materials, and haul the materials as needed to the job site.

- D. For emergency work orders the CONTRACTOR will be required to submit an estimated material list with quantities and pricing, to the extent practical, including restoration for the OWNER's for approval. The CONTRACTOR will be responsible for the purchase of the materials, material delivery, schedule and all coordination with the vendor in emergency repair situations. Allowable CONTRACTOR mark up on materials is fifteen percent (15%) and on subcontracted work is five percent (5%).
- E. For hurricane or natural disaster related response, the CONTRACTOR will be required to submit a Letter of Commitment (LOC) to the OWNER within fourteen (14) days of the date of the Notice to Proceed. The LOC shall detail the CONTRACTOR's ability to be available on an as-needed, on-call basis for hurricane or natural disaster events along with emergency labor and equipment rates. The LOC and emergency response activities shall be for work related to hurricane or natural disaster preparations prior to the event and/or recovery activities immediately following the event that are outside of and in addition to Contract Work. The OWNER will be responsible for costs incurred by the CONTRACTOR for hurricane or natural disaster response and will be paid at the labor and equipment rates provided in the LOC.
- F. Discharge water generated during rehabilitation shall be discharged to the CONTRACTOR'S formation water treatment and disposal system and then to a receiving water body nearest to each well site. Settling and treatment of formation water to be discharged is the CONTRACTOR'S responsibility and shall be in accordance with all applicable regulations and Section 02785. CONTRACTOR is responsible for procuring all necessary permits for discharge of water generated during rehabilitation.
- G. Following completion of well rehabilitation, the CONTRACTOR shall reinstall the pump, column pipe, wellhead, appurtenances to the extent the well is ready for service by the OWNER. CONTRACTOR shall perform disinfection and bacteriological testing as required for well clearance. Substantial completion will be deemed complete following restoration of operational service of the subject well.
- H. The CONTRACTOR will be allowed only one (1) well out of service for rehabilitation at a time. The OWNER shall determine the sequence of wells to be rehabbed based on operational constraints.
- I. The OWNER reserves the right to add to the work in accordance with the Contract Documents.

1.02 WORK BY OTHERS

- A. The CONTRACTOR shall yield to operations at the water treatment plant at all times and not interfere in any way with operations or personnel. The CONTRACTOR shall comply and adhere to all security requirements including but not limited to background checks and issuance of security badges. Access to the well site and work areas shall be limited to the areas shown on the project drawings and as discussed in the pre-construction meeting(s).
- B. The CONTRACTOR shall document conditions of the work areas prior to mobilization. Works areas should include access point(s) to the C-18 canal (the OWNER's Riverbend Re-pump Station and SFWMD access gates); the C-18 canal ROW; SIRWCD ROW and canal; and the OWNER's well sites. Requirements for the pre-construction video are outlined in Section 01300.
- C. Perimeter fencing must be secured at all times including but not limited to the installation of temporary construction fencing prior to the removal of the OWNER'S existing perimeter and security fencing required for construction. CONTRACTOR must submit a plan outlining the installation and removal of fencing for approval by OWNER prior to mobilization.
- D. The OWNER and/or the OWNER'S representative reserves the right to, throughout the construction process, perform onsite inspections of the CONTRACTOR and construction process. Documentation of work may include, but not be limited to, detailed documentation of daily work performed by the CONTRACTOR, and photographs and/or videos of critical phases of well construction, development, and testing.

1.03 TIME OF WORK

- A. The OWNER will notify the CONTRACTOR when investigation, rehabilitation and/or maintenance of UFA production wells is required. The CONTRACTOR shall be prepared to conduct a site visit, as needed, prepare and submit a detailed scope of work, provide adequate notice prior to scheduling the work and mobilize to the site and be actively performing the scope of work according to the time frames provided below.
- B. For non-emergency work orders, CONTRACTOR shall be prepared to meet with the OWNER and/or conduct site visit(s) within five (5) working days of receiving a request from the OWNER for the purpose of determining factors that may affect the scope of work. Within ten (10) working days of the meeting, CONTRACTOR shall provide OWNER with a detailed scope of work, detailed cost estimate (including labor, equipment and materials) with supporting documentation, and a schedule for the work. OWNER will provide comments or approval for the proposal within five (5) working days

of receipt from CONTRACTOR. OWNER will provide CONTRACTOR with a Work Order Authorization and associated purchase order within ten (10) working days of OWNER's approval of proposal. The CONTRACTOR shall notify the OWNER at least five (5) working days prior to mobilizing to the site to complete the work. Upon mobilization, The CONTRACTOR shall be diligent in completing the specified tasks and shall not discontinue work on the specified well. Delays shall be communicated in advance and work scope and schedule revised as needed and approved by the OWNER.

- C. For emergency work orders, the CONTRACTOR shall meet with the OWNER the same day that they are notified of an emergency repair. Within twenty-four (24) hours, the CONTRACTOR shall provide an estimated labor, materials and equipment list for the OWNER's approval. The OWNER will issue an emergency Work Order authorization and purchase order. Upon the OWNER's approval, the CONTRACTOR shall mobilize to the site within twenty-four (24) hours or to the extent practical to begin repair activities. As the emergency work progresses, the CONTRACTOR shall revise and update the scope of work, as needed, for the OWNER's review and approval
- D. For hurricane and natural disaster related events, the OWNER will notify the CONTRACTOR if their emergency response services, as detailed in their LOC, are required to assist the OWNER in preparation for or recovery from a hurricane or natural disaster. The CONTRACTOR shall be prepared to stage equipment at the OWNER's facilities prior to an event and respond to the OWNER's facilities immediately following an event. The OWNER will be responsible for costs incurred by the CONTRACTOR for hurricane or natural disaster response not related to Contract Work and will be paid at the labor and equipment rates provided in the LOC.
- E. CONTRACTOR is expected to work between the hours of 07:00 hr. and 17:00 hr. EST, Monday through Friday. All work requiring inspections or OWNER coordination shall occur between 08:00 hr. and 16:00 hr. on EST. Requests for approval to work on Saturdays, Sundays, or federal holidays observed by the OWNER must be submitted by the CONTRACTOR in writing to the OWNER and subsequently approved by the OWNER in writing at least 48 hours in advance of the period proposed for work outside of the normal work hours stated above. The CONTRACTOR's written submittal shall also set forth the proposed schedule for the overtime work in order to give the OWNER ample time to arrange for his personnel to be at the site of the Work if necessary. The CONTRACTOR shall pay for all engineering services and other additional expenses incurred for approved project work outside of the normal work hours. Such expenses shall be a subsidiary obligation of the CONTRACTOR, and no extra payment shall be made by the OWNER on account of such overtime work. The CONTRACTOR shall not violate any local noise ordinances.

1.04 CONTRACTOR USE OF PROJECT SITE

- A. The CONTRACTOR's use of the project site shall be limited to his construction operations for this project only, including on-site storage of materials.
- B. Each well site is located in an area with adequate access. The CONTRACTOR shall use the designated access location for each well site. The CONTRACTOR is assumed to have viewed the well sites before submitting a bid. Specific work tasks requiring additional laydown area for materials and/or equipment will be agreed upon by the OWNER and CONTRACTOR prior to any notice to proceed.
- C. During the period of the contract, the CONTRACTOR will protect all well appurtenances removed by the CONTRACTOR; protect all remaining improvements; and protect any equipment loaned to the CONTRACTOR. Additionally, the CONTRACTOR shall secure any well within his/her scope of work and prevent unauthorized access at all times. When the CONTRACTOR is off site, the wellhead shall be sealed and watertight. Temporary wellhead seals shall be bolted in place and inaccessible to unauthorized entry into the well.
- D. The CONTRACTOR will advise the OWNER of any device or appurtenances known by the CONTRACTOR to be broken or unstable upon discovery. The CONTRACTOR shall replace, at the CONTRACTOR'S expense, items that are damaged, broken, or rendered unusable as a result of actions by the CONTRACTOR.
- E. The CONTRACTOR shall take special precautions to reduce to a minimum the nuisances and damage to property which could result from working in a residential area and adjacent to a road or right of way. Any damage to public or private property shall be immediately repaired or paid for by the CONTRACTOR at no expense to the OWNER. During the period of the contract, the CONTRACTOR will protect all well appurtenances removed by the CONTRACTOR; protect all remaining improvements; and protect any equipment loaned to the CONTRACTOR by the OWNER. If the CONTRACTOR becomes aware of any faulty or damaged OWNER equipment, he/she shall notify the OWNER immediately.

1.05 PERMITTING

- A. The CONTRACTOR shall obtain, keep current and pay all fees for any necessary construction permits from those authorities, agencies, or municipalities having jurisdiction over land areas, utilities, or structures which are located within the Contract limits and which will be occupied, encountered, used, or temporarily interrupted by the CONTRACTOR's

operations unless otherwise stated. Record copies of all permits and approved drawings shall be furnished to the OWNER by the CONTRACTOR.

- B. When construction permits are accompanied by regulations or requirements issued by a particular authority, agency or municipality, it shall be the CONTRACTOR's responsibility to familiarize himself and comply with such regulations or requirements as they apply to his operations on this Project.
- C. The CONTRACTOR shall provide any required Performance and Payment Bond(s).
- D. The CONTRACTOR shall obtain and pay for all other permits required to complete all work under this Contract including but not limited to:
 - a. South Florida Water Management District (SFWMD) Right of Way (ROW) permit: this will be required for wells located in the vicinity of the C-18 Canal ROW. A copy a SFWMD ROW permit issued for past UFA well acidization work along the C-18 canal is included in the Appendix for reference. CONTRACTOR will be required to apply for and receive a SFWMD ROW permit and expect to receive similar conditions of issuance as the example permit included in the Appendix.
 - b. Notice of Intent to Use the Generic Permit for Discharge of Ground Water From Dewatering Operations (subsection 62-621.300(2) F.A.C.): an example of the "Best Management Practices (BMPs)" required for discharge of groundwater into surface waters of the State is included in the Appendix for reference.
 - c. The CONTRACTOR will be required to apply for and obtain a SFWMD gate key in order to gain access to the OWNER's well sites located on the C-18 canal ROW
 - d. As a courtesy to the CONTRACTOR, the OWNER will apply for and pay fees associated with permit(s) from Florida Department of Environmental Protection (FDEP) and/or Palm Beach County, as required, for discharge of well water generated from work activities. The CONTRACTOR will be required to adhere to permit conditions.

1.06 HURRICANE PREPAREDNESS PLAN

The CONTRACTOR shall submit to the OWNER a Hurricane Preparedness Plan specific to this project. The plan should outline the necessary measures which the CONTRACTOR proposes to perform at no additional cost to the OWNER in case of a hurricane or severe weather warning. Requirements are outlined in Section 1300.

1.07 ELECTRICAL WORK

The CONTRACTOR shall coordinate with the OWNER for all electrical work in advance so the OWNER has sufficient time to schedule its licensed electrical staff accordingly. The OWNER shall be responsible for lock-out of well equipment and well site disconnect. The OWNER shall be responsible to restore power to the wellsite when the CONTRACTOR has completed work. In the event that the OWNER's electrical staff is unavailable, the CONTRACTOR shall provide a qualified electrician licensed in the State of Florida to perform all well electrical work. Bid Item No. 16 – Licensed Electrician Services has been included in the Bid Form for CONTRACTOR provided electrical labor. Bid Item 16 is described in Section 01025 Measurement and Payment.

1.08 CERTIFICATION OF CHEMICALS

All chemicals used during project construction or furnished for project operation, whether herbicide, pesticide, disinfectant, polymer reactant or of other classification, must show approval of the Environmental Protection Agency (EPA), American Water Works Association (AWWA), US Department of Agriculture (USDA) and National Science Foundation (NSF). Use of all chemicals and disposal of residues shall be in strict conformance to applicable regulations, codes, laws, and ordinances.

1.09 PURCHASING OF PARTS AND EQUIPMENT

- A. The OWNER may request the CONTRACTOR to purchase parts and/or equipment for certain wells as needed. CONTRACTOR shall purchase and deliver equipment to the well site for the OWNER at cost in accordance with Article 12-Change of Contract Price, Change of Contract Time in the General Conditions. OWNER will require original vendor receipts for all items purchased. The OWNER may require that the CONTRACTOR provide up to three prices from different vendors.
- B. All equipment, materials, instruments, or devices incorporated in this project shall be new and unused, unless indicated otherwise in the Contract Documents and shall be the products of reliable manufacturers who, unless otherwise specified, have been regularly engaged in the manufacture of such material and equipment for at least five years.

PART II PRODUCTS

(NOT USED)

PART III EXECUTION

(NOT USED)

END OF SECTION

SECTION 01025

MEASUREMENT AND PAYMENT

PART I GENERAL

1.01 GENERAL REQUIREMENTS

- A. Payments to the CONTRACTOR shall be made on the basis of the Contract bid items as full and complete payment for furnishing all materials, labor, tools, and equipment and for performing all operations necessary to complete the Work included in the Contract Documents. Such compensation shall also include payments for any loss or damages arising directly or indirectly from the Work, from any discrepancies between the actual quantities of work and those shown in the Contract Documents, or from any unforeseen difficulties which may be encountered during execution of the Work until the final acceptance by the Town of Jupiter (OWNER).
- B. The prices stated in the proposal include all costs and expenses for taxes, labor, equipment, materials, commissions, transportation charges and expenses, patent fees and royalties, and labor for handling materials during inspection, together with any and all other costs and expenses for performing and completing the Work as shown on the plans and specified herein. The Basis of Payment for an item at the price shown in the Proposal shall be in accordance with its description of the item in this Section and as related to the Work specified and as shown on the Drawings. The unit prices stated in the Contract shall be considered payment in Full for the completion of all work. Payment shall be made under each item only for work as it is not specifically included under other items.
- C. The CONTRACTOR's attention is called to the fact that the quotations for the various items of Work are intended to establish a total price for completing the Work in its entirety. Should the CONTRACTOR feel that the cost of any item of Work has not been established by the Schedule of Values or Measure and Payment, he shall include the cost for that Work in the other Bid Items so that his proposal for the project does reflect his total price for completing the Work in its entirety.
- D. The CONTRACTOR shall furnish all labor, equipment and material required to complete the investigation, rehabilitation and/or maintenance of Upper Florida Aquifer (UFA) wells for the OWNER, and return each well to full continuous service following completion of work at each well.

- E. The OWNER's system includes twelve (12) UFA wells, and construction details are provided in Table 1 of the Appendix. The anticipated wells currently recommended and prioritized for inspection, rehabilitation and/or maintenance tasks include RO-2, RO-3, RO-5, RO-9, RO-10, RO-12, and RO-13. This list is for estimating purposes and may be altered based on conditions encountered during completion of individual wells and/or depending on the needs of the OWNER.
- F. Prior to initiation of work at a wellsite, the CONTRACTOR shall submit a proposed scope of work to the OWNER for review and approval. The scope of work must include a detailed description of work to be performed corresponding to items listed by Task in the Bid Schedule of Values. Upon receipt and approval, the OWNER will issue a work authorization to CONTRACTOR to begin work at a wellsite. If deviations from this scope of work must occur, the CONTRACTOR shall submit a revised proposal with changes clearly outlined prior to the commencement of additional work.
- G. On a daily basis, the CONTRACTOR shall complete the Daily Work Log Form and submit a copy to the OWNER and the HYDROGEOLOGIST at the end of each work week. A copy of this Form can be found in the Appendix. When performing development work, an additional Daily Development Log shall be completed on a daily basis and submitted to the OWNER and HYDROGEOLOGIST on a weekly basis in conjunction with the Daily Work Log Form. Any pay application submitted with incomplete daily logs will be automatically rejected.

PART II **PRODUCTS**

NOT USED

PART III **EXECUTION**

3.01 **PAYMENT ITEMS**

A. **ITEM NO. 1 – GENERAL CONDITIONS**

This pay item shall include the costs to comply with all elements of the General Conditions of the Contract, including but not limited to: record keeping, safety, permitting, project management, progress meetings and all other costs necessary to the job. Bidder shall indicate the percentage (%) to be applied to this Pay Item on the Bid Form. A maximum of ten percent (10%) of the TOTAL BID PRICE is allowable. Payment will be made at the Line Item Lump Sum price based upon the percentage of the work completed, and approved by the OWNER. For each Work

Authorization, the line item amount billed shall be consistent with percentage indicated on the Bid Form and no more than 10% of the total work authorization. Once the total line item amount indicated on the Bid Form has been authorized or paid, no additional general conditions shall be included in any subsequent Work Authorizations. Measurement and payment will be based on the percentage of work completed and accepted by OWNER.

B. ITEM NO. 2 – MOBILIZATION/DEMOBILIZATION

The work included in this Pay Item consists of preparatory work, finish work, mobilizing and demobilizing for beginning and ending work, including, but not limited to, those operations necessary for the movement of personnel, equipment, supplies and incidentals to and from the project site and for the establishment/de-establishment of the temporary provisions and state and local laws and regulations including pre-construction video, sanitary facilities and any other pre or post construction expense necessary for starting or completing the work. Bidder shall indicate the percentage (%) to be applied to this Pay Item on the Bid Form. A maximum of eight percent (8%) of the TOTAL BID PRICE is allowable. For each Work Authorization, the line item amount billed shall be consistent with the percentage indicated on the bid form and no more than 8% of the total work authorization. Once the total line item amount indicated on the Bid Form has been authorized or paid, no additional mobilization/demobilization shall be included in any subsequent Work Authorizations. Measurement and payment will be based on the percentage of work completed and accepted by OWNER.

C. ITEM NO. 3 – BONDS AND INSURANCE

This pay item shall include the actual costs of required and acceptable bonds and insurance for the project in place for the initial contract term. Bonds and insurance shall be paid in full at the Line Item Lump Sum Price as listed on the Bid Schedule of Values completed and accepted by the OWNER. Payment for this item shall be made on the first Application for Payment. CONTRACTOR shall provide OWNER with Certificates of Insurance and Bonds, including written documentation of actual costs, during the CONTRACT execution process. Bonds and insurance shall not exceed three percent (3%) of the Contract Value.

D. ITEM NO. 4 – IDEMINIFICATION

In recognition of CONTRACTOR'S indemnification obligations, the OWNER will pay to the CONTRACTOR a one-time Indemnification payment in the amount of one hundred dollars (\$100.00). Payment shall be made with the first Application for Payment for the Line Item Lump Sum Price as listed on the Bid Schedule of Values. The CONTRACTOR shall acknowledge payment of this consideration by letter to the OWNER after receipt of the progress payment.

E. ITEM NO. 5 – COMPLETE REMOVAL AND REINSTALLATION OF WELLHEAD

The CONTRACTOR shall remove and re-install OWNER's wellhead with tail pipe, including all OWNER's appurtenances to the extent required for the Work. Measurement and payment for this item shall be made at 50% of the Contract Lump Sum Price upon removal of the wellhead; and made at 50% of the Contract Lump Sum Price following reinstallation of the wellhead after rehabilitation has been completed. Payment for this item shall be at the Contract Lump Sum Price as listed on the Bid Form and as specified in the Contract Documents and accepted by the HYDROGEOLOGIST.

F. ITEM NO. 6 – PERFORM DOWHOLE VIDEO LOG

The video log shall be paid following each successful video log per well at the Contract Lump Sum Price listed on the Bid Form as specified in the Contract Documents and accepted by the HYDROGEOLOGIST. Video logging (in both static and dynamic conditions) shall include but not be limited to the furnishing of all material, labor and equipment required, as specified in Section 02765. Only successful video logs accepted by the HYDROGEOLOGIST will be paid for under this pay item. Video shall be conducted by a professional video logger specializing in downhole well videos.

G. ITEM NO. 7 – PERFORM COMPLETE GEOPHYSICAL LOGGING

The geophysical logging shall be paid following successful completion of all static and dynamic geophysical logs per well at the Contract Lump Sum Price listed on the Bid Form as specified in the Contract Documents and accepted by the HYDROGEOLOGIST. Geophysical logging (in both static and dynamic conditions) shall include but not be limited to the furnishing of all material, labor and equipment required, as specified in Section 02765.

Only successful geophysical logs accepted by the HYDROGEOLOGIST will be paid for under this pay item. Geophysical logging shall be conducted by a professional specializing in downhole well geophysical logging.

H. ITEM NO. 8 – PERFORM PLUMBNESS AND ALIGNMENT TESTING

The plumbness and alignment (P&A) testing shall be paid following successful completion of all P&A Testing per well at the Contract Lump Sum Price listed on the Bid Form as specified in the Contract Documents and accepted by the HYDROGEOLOGIST. P&A Testing shall include but not be limited to the furnishing of all material, labor and equipment required, as specified in Section 02765. Only successful P&A tests accepted by the HYDROGEOLOGIST will be paid for under this pay item.

I. ITEM NO. 9 – COMPLETE SETUP, PLACEMENT AND REMOVAL FOR FULL STRENGTH ACIDIZATION

This pay item includes the mobilization and demobilization of equipment necessary to acidize wells with 32% hydrochloric acid (HCl). The setup and removal of equipment, materials and personnel required to acidize the wells shall be paid for at the Contract Lump Sum Price as listed on the BID FORM as specified in the Contract Documents and accepted by the HYDROGEOLOGIST. This pay item includes the wellhead setup (including any and all fabrications or modifications required), acid pump, placement of acid, tanks, valves, piping, and, all labor, equipment and materials necessary to safely acidize the well and to complete the acid treatment as specified in Sections 02785 and 02790.

J. ITEM NO. 10 – COMPLETE SETUP, PLACEMENT AND REMOVAL FOR BLENDED ACIDIZATION

This pay item includes the mobilization and demobilization of equipment necessary to acidize wells with blended hydrochloric (HCl). The setup and removal of equipment, materials and personnel required to acidize the wells shall be paid for at the Contract Lump Sum Price as listed on the BID FORM as specified in the Contract Documents and accepted by the HYDROGEOLOGIST. This pay item includes the wellhead setup (including any and all fabrications or modifications required), acid pump, dilution and placement of blended acid, tanks, valves, piping, and, all labor, equipment and materials necessary to safely acidize the well and to complete the acid treatment as specified in Sections 02785 and 02790.

K. ITEM NO. 11 – FURNISH WELL ACID

The acid treatment of the wells shall be paid for at the Contract Unit Price per gallon of 32% hydrochloric acid furnished and delivered to the site as listed on the BID FORM. The Contract Unit Price shall include but not be limited to furnishing the acid as specified in Section 02790 and as specified in the Contract Documents and accepted by the HYDROGEOLOGIST.

L. ITEM NO. 12 – PUMP DEVELOP WELL

Well Development shall be paid for at the Contract Unit Cost Price as listed on the BID FORM as determined by the HYDROGEOLOGIST as development and as described in Sections 02760 and 02785. The said Contract Unit Price shall include only hours of actual pumping as approved by the HYDROGEOLOGIST, and shall not be limited to the furnishing of all material, labor and equipment necessary to complete development in accordance with the Contract Documents and accepted by the HYDROGEOLOGIST.

M. ITEM NO. 13 – PUMP TESTING

The pumping test shall be paid for at the Contract Unit Price per hour of actual pumping for pump testing, as approved by the HYDROGEOLOGIST. The Unit Price shall include but not be limited to the furnishing of all material, labor and equipment necessary to complete the test as specified including all work necessary for the installation and removal of test pump and piping.

N. ITEM NO. 14 – MODIFY DISCHARGE PIPING WITH 6-INCH STAINLESS STEEL BLOW-OFF

Work paid for under this item includes the labor and materials required to modify existing 316 stainless steel (SS) discharge well piping with a 6-inch SS, flanged blow-off connection. Fabrication and installation of the blow off connection shall include pickle and passivation of the welded connection, disinfection and clearance of well piping. Payment shall be at the Contract Lump Sum Price listed on the Bid Form as specified in the Contract Documents and accepted by the OWNER.

O. ITEM NO. 15 – WELL FACILITY DISINFECTION

Well disinfection costs for the work task described in Section 02780 shall be paid at the Contract Unit Price, for each well successfully disinfected as determined by passing bacteriological test results. Bacteriological testing is not included in this pay item. The Unit Price shall include all labor, materials, and equipment necessary to chlorinate, flush the well, and install and remove sample ports for bacteriological testing. Re-chlorination needed because of failing bacteriological test results shall be completed by the CONTRACTOR at his own expense.

P. ITEM NO. 16 – BACTERIOLOGICAL SAMPLING AND TESTING

Work to be paid for under this item includes sampling and testing for bacteriological clearance of the well and includes but not limited to collection of samples by a certified testing laboratory in the State of Florida and in accordance with FDEP Regulation 62-550 and 62-555 F.A.C., testing for the presence or absence of bacteriological contamination, submission of test reports to OWNER. There will be no cost associated with this Pay Item if the CONTRACTOR elects to utilize the Town of Jupiter Water System laboratory for this item.

Q. ITEM NO. 17 – SITE RESTORATION

The work specified under this pay item includes restoring the site to its original condition, including debris removal, irrigation repair, sodding, landscape replacement, watering, grading, and any other activities required to restore site conditions to equal or better conditions than pre-construction to the satisfaction of the HYDROGEOLOGIST and OWNER and as described in Section 01535. Some activities associated with the scope of work will be minor in nature to the extent that site restoration will not be necessary. The determination as to the necessity of site restoration will be made prior to initiation of activities and will be made by the OWNER or the HYDROGEOLOGIST. If a determination is made that site restoration is not necessary, no payment will be authorized under this work item. Payment shall be at the Contract Lump Sum Price as listed on the Bid Form and shall include all equipment, tools and labor necessary to restore the site complete and accepted by the OWNER.

R. ITEM NO. 18 – CERTIFIED WELDING SERVICES

Welding services shall be paid for at the Contract Unit Price per hour of welding by a certified welder, including time, materials and labor necessary to complete any requested welding services.

S. ITEM NO. 19 – LICENSED ELECTRICIAN SERVICES

Electrician services shall be paid for at the Contract Unit Price per hour of electrical work by a qualified electrician licensed in the State of Florida to perform all well electrical work. CONTRACTOR must receive approval from OWNER to bill against this Pay Item before actual time is incurred. Failure to do so will result in NO payment of this Pay Item by OWNER.

T. ITEM NO. 20 – FURNISH AND INSTALL ADDITIONAL DISCHARGE PIPE

Furnish and installation of additional discharge pipe shall be paid for at the Contract Unit Price per linear foot of additional discharge pipe, for lengths greater than 500-feet, required to convey water from the wellsite to the outfall location. The unit price shall include all labor, materials and equipment required to install, maintain and remove the discharge pipe in accordance with the Contract Documents and as approved by the OWNER and HYDROGEOLOGIST. Work included under separate pay items will not be paid under the additional discharge pipe pay item.

U. ITEM NO. 21 – EXTRA WORK BY REHABILITATION CREW (FOREMAN AND ONE CREW MEMBER) WITH EQUIPMENT

Extra work performed by the crew (consisting of Foreman and one crew member) with equipment (crane, boom truck and/or associated equipment necessary to perform the work) shall be paid for at the Contract Unit Price based on the amount of approved time used based on the OWNER's HYDROGEOLOGIST. Work included under separate pay items will not be paid under the extra work pay item. CONTRACTOR must receive approval from OWNER and OWNER's HYDROGEOLOGIST to bill against this Pay Item before actual time is incurred. Failure to do so will result in NO payment of this Pay Item by OWNER.

V. ITEM NO. 22 – EXTRA WORK BY REHABILITATION CREW (FOREMAN AND ONE CREW MEMBER) WITHOUT EQUIPMENT

Extra work performed by the crew (consisting of Foreman and one crew member) without equipment shall be paid for at the Contract Unit per hour based on the amount of approved time used by the OWNER'S HYDROGEOLOGIST. Work included under separate pay items will not be paid under the extra work pay item. CONTRACTOR must receive approval from OWNER and OWNER's HYDROGEOLOGIST to bill against this Pay Item before actual time is incurred. Failure to do so will result in NO payment of this Pay Item by OWNER.

W. ITEM NO. 23 – STANDBY TIME WITH EQUIPMENT AND REHABILITATION CREW ON-SITE

If standby time is required with the crew and rehabilitation equipment on site, payment shall be made at the Contract Unit Price based on the number of approved hours required as determined by the OWNER'S HYDROGEOLOGIST. CONTRACTOR must receive approval from OWNER and OWNER'S HYDROGEOLOGIST to bill against this Pay Item before actual time is incurred. Failure to do so will result in **NO** payment of this Pay Item by OWNER.

X. ITEM NO. 24 – STANDBY TIME WITH EQUIPMENT ON-SITE AND REHABILITATION CREW OFF-SITE

If standby time is required with the crew off site and rehabilitation equipment on site, payment shall be made at the Contract Unit Price based on the number of approved hours required as determined by the OWNER'S HYDROGEOLOGIST. CONTRACTOR must receive approval from OWNER and OWNER'S HYDROGEOLOGIST to bill against this Pay Item before actual time is incurred. Failure to do so will result in **NO** payment of this Pay Item by OWNER.

Y. ITEM NO. 24 25 – UNIDENTIFIED PARTS ALLOWANCE

This item is intended for specialized small parts and procurement of items not stocked by the OWNER needed to complete rehabilitation, investigation and/or maintenance of wells and avoid delays associated with placing the wells back into service. CONTRACTOR shall supply OWNER with Receipts for all items for which payment is requested under this pay item. Written approval of OWNER is required before any parts or items are purchased under this pay item. Failure of the CONTRACTOR to obtain OWNER'S approval in writing will result in non-payment of the items purchased. Labor shall not be charged under this pay item.

END OF SECTION

SECTION 01300

SUBMITTALS

PART I **GENERAL**

1.01 **REQUIREMENTS INCLUDED**

- A. This section provides an overview of the submittals expected during the course of the CONTRACT. All submittals, whether their final destination is to the OWNER, HYDROGEOLOGIST or other representatives of the OWNER, shall be directed through the OWNER. This list is not all inclusive, the OWNER, HYDROGEOLOGIST, Permitting Agencies or other specifications throughout this contract may require additional submittals. Following is a general summary of the types of submittals, format expected and the number of copies required:

<u>Type of Submittal</u>	<u>Number of Copies and Format to OWNER</u>
Progress Schedule	1 PDF File
Schedule of Submittals	1 MS Excel File
Schedule of Values	1 MS Excel File
Hurricane Preparedness Plan	1 PDF File
24 Hr. Emergency Contact List	1 PDF File
Pre and Post Construction Videos	2 Sets
Shop Drawings and Product Data	1 PDF File
Product Samples	2 Samples (where applicable)
Applications for Payment	1 PDF File
Daily Work Logs	1 PDF File
Certificates of Compliance	2 Originals
Warranties	2 Originals

1.02 **SUBMITTAL PROCEDURES**

- A. Transmit each submittal with a form acceptable to the OWNER, clearly identifying the project, the submittal number, the CONTRACTOR, the items included in the submittal, corresponding specification sections and drawing sheet numbers, and other pertinent information specified in other parts of this Section.
- B. Revise and resubmit submittals as required. Identify all changes made since previous submittals. Resubmittals shall be noted as such.

- C. Distribute copies of reviewed submittals to concerned parties. Instruct parties to promptly report any inability to comply with provisions.

PART II PRODUCTS

2.01 PROGRESS SCHEDULES

- A. Promptly after award of contract, the CONTRACTOR shall prepare and submit to the OWNER estimated construction progress schedules for the work, including a separate schedule listing dates for submission and items to be submitted, project data, and samples that will be needed for each product. Submit initial schedules within (14) fourteen days after award of Contract. OWNER will review and return review copy within (14) fourteen days after receipt. If required, resubmit within (2) two days after return of review copy.
- B. The Construction Progress Schedules shall be prepared in the form of a horizontal bar chart showing in detail the proposed sequence of the Work and identifying construction activities for each major component, structure or facility. The schedule shall be time scaled, identifying the first day of each week, with the estimated date of starting and completion of each stage of the Work in order to complete the project within the Contract time. The schedule shall sufficiently detail and identify items such as Shop Drawings
- C. The CONTRACTOR shall plan and allow for rain days / inclement weather in the Construction Schedule. No time extension or additional compensation will be given to the Contractor by the OWNER for rain days or inclement weather.
- D. The Construction Progress Schedules shall be revised to reflect comments by the OWNER and HYDROGEOLOGIST and updated monthly, or as many times as the schedule changes depicting progress to the last day of the contract. Three (3) hard copies for review at the weekly construction meeting and a PDF copy e-mailed to the OWNER shall be distributed at the first construction meeting of each month or a PDF copy as many times as the schedule changes. The following shall be noted at each submission:
 - 1. Indicate progress of each activity to date of submission of schedule.
 - 2. Show changes occurring since previous submission of schedule.
 - 3. Provide a narrative report as needed to define:

- i. Problem areas, anticipated delays, and the impact on the schedule.
 - ii. Corrective action recommended, and its effect.
- E. Contractor is responsible for determining the sequence of activities, the time estimates of the detailed construction activities, and the means, methods, techniques, and procedures to be employed. The Construction Progress Schedules shall represent the Contractor's best judgment of how he will execute the Work in compliance with the Contract requirements. Contractor shall ensure that the Construction Progress Schedule is current and accurate and is properly and timely monitored, updated, and revised as project conditions and the Contract Documents may require. The OWNER may require a certain order in which activities should be sequenced to minimize disruption of outside contract activities with Town of Jupiter staff, consultants, contractors, businesses and residents. In this case the Contractor shall determine the sequence of activities based upon the OWNER's requirements.
- F. Notwithstanding anything contained herein to the contrary, the OWNER and HYDROGEOLOGIST shall not in any way be responsible for the Construction Progress Schedule, nor the manner, means, timing, or sequencing of the Work and shall have no liability to Contractor, OWNER, or any other party for same, as the OWNER and HYDROGEOLOGIST have not participated in the generation of any Construction Progress Schedule. Contractor hereby releases the OWNER and HYDROGEOLOGIST from all such liability.
- G. Coordinate and prepare the delivery and processing of submittals with the performance of the Work so that the Work is not delayed by submittals. Coordinate and sequence different categories of submittals for the same Work, and for interfacing units of Work, so that one is not delayed for coordination with another.

2.02 SCHEDULE OF SUBMITTALS

- A. A Submittal Schedule shall be provided by the CONTRACTOR within 10 (ten) days of the Notice to Proceed. This schedule shall be in the form of a MS Excel Files (Version 2010 or later) and outline preconstruction submittals, shop drawings and product data, product samples and any other submittals required in the contract.
- B. The format of the Submittal Schedule shall include, at a minimum, the following for each item:
 - 1. Date submitted to Town

2. Specification Section, Page and Paragraph
3. Submittal Description
4. Action:
 - i. Approved as Submitted
 - ii. Approved as Noted
 - iii. Approved as Noted Re-Submit
 - iv. Rejected Re-Submit
 - v. Corrections Noted Re-Submit
5. Date returned to Contractor

C. The Submittal Schedule shall be updated with each submittal

D. Additional required submittals, by Section, include, but are not limited to:

01010: Summary of Work

- South Florida Water Management District (SFWMD) Right of Way (ROW) permit
- SFWMD Gate Key Permit

02400: Temporary Construction Wellhead

- Shop drawings of temporary construction wellhead

02760: Well Development

- Flow meter calibrations certificates
- Daily log development sheets
- Development Pump Curve

02775: Pumping Tests

- Flow meter calibrations certificates
- Pump and power details, performance curves
- Temporary piping layout

02780: Disinfection

- State and County certifications for proposed laboratory
- Sampling reports, chain of custody forms, analytical results
- Disinfection reporting form

02785: Formation Water Disposal System

- Schematic plan and equipment, piping, road crossing, planned for used of water discharge, environmental controls
- Water quality and discharge volume monitoring data

02790: Acidization

- Acidization Plan for blended (low strength) acid
- Acidization Plan for full strength acid
- Acid Header
- All chemical manufacturer information and Material Safety Data Sheets
- Acid transportation manifest and load weight tickets

2.03 SCHEDULE OF VALUES

- A. The Contractor shall submit a Schedule of Values for OWNER's Approval in accordance with Section 01025 entitled "Measurement and Payment" which shall include all items in the bid proposal including those items which are identified as lump sum. The lump sum items shall be broken down into component parts for the purpose of tracking monthly progress of the work and making monthly progress payments. The schedule shall contain the installed value of the component parts of Work for the purpose of making progress payments during the construction period.
- B. The schedule shall be given in sufficient detail for the proper identification of the Work accomplished. Each item shall include its proportional share of all costs including the Contractor's overhead, contingencies, and profit. The sum of all scheduled items shall equal the total value of the Contract. The sum of the component parts shall equal the lump sum price of the lump sum item in the bid form.
- C. The Contractor shall expand or modify the above schedule and materials listing as required by the OWNER's initial or subsequent reviews.

2.04 HURRICANE PREPAREDNESS PLAN

- A. The Contractor's attention is drawn to the possibility of hurricane or severe storm conditions occurring at the site of work during the course of Contract Work.
- B. Within fourteen (14) days of the date of the Notice to Proceed, the Contractor shall submit to the HYDROGEOLOGIST and OWNER a Hurricane Preparedness Plan specific to this project. The plan should outline the necessary measures which the Contractor proposes to perform related to Contract Work at no additional cost to the OWNER in case of a hurricane or severe weather warning.

- C. The CONTRACTOR shall also include a Letter of Commitment (LOC) with the Hurricane Preparedness Plan. The LOC shall detail the CONTRACTOR's ability to be available on an as-needed, on-call basis for hurricane or natural disaster events along with emergency labor and equipment rates. The LOC and emergency response activities shall be for work related to hurricane or natural disaster preparations prior to the event and/or recovery activities immediately following the event that are outside of and in addition to Contract Work.
- D. In the event of inclement weather, or whenever the OWNER shall direct, the CONTRACTOR shall, and will, cause Subcontractors to protect carefully the Work and materials against damage or injury. Work and materials damaged due to inclement weather shall be removed and replaced at the expense of the CONTRACTOR.
1. Hurricane Watch: Upon designation of a hurricane watch, the CONTRACTOR shall be responsible for storing all loose supplies and strapping down or removing large materials and equipment on the job site that may pose a danger. In addition, the CONTRACTOR shall remove all bulkheads and plugs in pipelines that would impede drainage in the case of flooding. Structures that may be in danger of floatation shall be flooded. The CONTRACTOR shall also cooperate with the OWNER in protecting any other structures at the site.
 2. Hurricane Warning: No mobile "temporary facility" under the control of or on the property of the OWNER shall be staffed during a hurricane warning. CONTRACTOR facilities meeting these criteria shall be evacuated. Reasonable steps shall be taken to protect all such facilities and their contents from damage and to avoid the facility causing damage to the surroundings.
- E. The CONTRACTOR may be required to backfill excavations depending on the severity of the approaching storm or the expected amount of rainfall. Additionally, erosion protection and inlet protection may also be required by the OWNER depending on the site conditions at the time of the Hurricane Watch.
- F. In the event of a hurricane or natural disaster, the OWNER will notify the CONTRACTOR if their emergency response services, as detailed in their LOC, are required to assist the OWNER in preparation for or recovery from a hurricane or natural disaster. The CONTRACTOR shall be prepared to stage equipment at the OWNER's facilities prior to an event and respond to the OWNER's facilities immediately following an event. The Town will be responsible for costs incurred by the CONTRACTOR for

hurricane or natural disaster response not related to Contract Work and will be paid at the labor and equipment rates provided in the LOC.

2.05 24 HOUR EMERGENCY CONTACT LIST

- A. The Contractor shall be required to provide emergency contact telephone numbers for this project. A minimum of two 24 hour contact telephone numbers are required including a 24 hour contact for MOT maintenance if there is an overnight maintenance of Traffic plan in place. Telephone numbers are required for the following Contract positions:

1. Project Manager
2. Project Superintendent
3. Maintenance of Traffic Supervisor (24 Hr)

Note: The Town must have two 24-Hour contact telephone numbers, one which includes either the Project Manager or Project Superintendent.

2.06 PRE AND POST CONSTRUCTION VIDEO

- A. The Contractor shall video the entire project site including, but not limited to SFWMD access gate, access road and right-of-way, power poles, and light poles, Town of Jupiter access gate through Riverbend Re-pump Station, well sites including area between well sites and residential properties, fencing, equipment and vegetation. The video shall clearly identify existing site and structural conditions prior to rehabilitation.
- B. Pre-construction video shall be completed prior to beginning the Work at the wellsite(s). Post construction video shall be completed within 10 days following date of Substantial Completion.
- C. HYDROGEOLOGIST/OWNER shall have right to select subject matter and vantage point from which videos are to be taken.
- D. The preconstruction video must be reviewed and approved by the OWNER prior to mobilizing rehabilitation equipment.
- E. The video must be recorded by a professional videographer specializing in construction videos and provide in mpeg format. An index must be provided with notations at periodic and appropriate times along the recording to allow quick search and review of specific portions of the video

as needed. The videos shall be narrated and clearly identify existing site conditions prior to rehabilitation of project sites.

F. The Contractor shall provide two (2) sets of the video recording in the following Format and Quality:

1. High definition MPEG4 (1080P) format, with sound; video shall be capable of playing on personal computer with Windows 7 operating system.
2. Video
 - a. Produce bright, sharp, and clear images with accurate colors, free of distortion and other forms of picture imperfections.
 - b. Electronically, and accurately display the month, day, year, and time of day of the recording.
3. Video to be on DVD or Dual Layer DVD media.
4. Audio
 - a. Audio documentation shall be done clearly, precisely, and at a moderate pace.
 - b. Indicate date, Project name, and a brief description of the location of taping, including:
 - i. Facility name
 - ii. Street names or easements
 - iii. Addresses of private property; and
 - iv. Direction of coverage, including engineering stationing, if applicable.

G. Documentation

1. DVD Label
 - a. Recording Number (numbered sequentially, beginning with 001)
 - b. Project Name
 - c. Name of street(s) or easements included
 - d. Applicable location
 - e. Date and time of coverage

H. It is in the Contractor's best interest to ensure that the conditions of the facilities prior to rehabilitation are well documented.

2.07 SHOP DRAWINGS AND PRODUCT DATA

- A. Original drawings, prepared by a Contractor, subcontractor, supplier or distributor which illustrate some portion of the Work and showing fabrication, layout, setting or erection details, diagrams, performance curves, data sheets, schedules, templates, patterns, reports, calculations, instructions, dimensions, measurements and other similar information not in standard printed form applicable to other projects.
- B. Provide information prepared by a qualified detailer showing dimensions and notes based on field measurements, identifying materials and products in the work shown indicating compliance with standards and special coordination requirements.
- C. Identify details by reference to sheet and detail numbers shown on the Contract Drawings.
- D. Includes standard printed information on materials, products and systems not custom prepared for this project. Collect the required data into one (1) submittal for each material, product or system; and mark each copy to show which choices and options are applicable to the project.
- E. Manufacturer's standard schematic drawings and standard printed recommendations for application and use, compliance with standards, application of labels and seals, notation of field measurements which have been checked, and special coordination requirements:
 - 1. Modify drawings to delete information which is not applicable to the project.
 - 2. Supplement standard information to provide additional information applicable to the project.
- F. Manufacturer's catalog sheets, brochures, diagrams, schedules, performance charts, illustrations and other standard descriptive data:
 - 1. Clearly mark each copy to identify pertinent materials, products or models
 - 2. Show dimensions and clearances required.
 - 3. Show performance characteristics and capacities.
 - 4. Show wiring diagrams and controls.

2.08 PRODUCT SAMPLES

- A. Physical examples to illustrate materials, equipment or workmanship, and to establish standards by which completed Work is judged.

- B. Office samples of sufficient size and quantity to clearly illustrate:
 - 1. Functional characteristics of products or materials, with integrally related parts and attachment devices.
 - 2. Full range of color samples.
- C. Field samples and mock-ups:
 - 1. Erect at the project site at a location acceptable to the OWNER.
 - 2. Construct each sample or mock-up complete, including work of all trades required in finished work.

2.09 APPLICATIONS FOR PAYMENT

- A. Procedures for preparation and submittal of Applications for Payment must be in accordance with Article 14, Payments to Contractor and Completion, in the General Conditions.
- B. Each Application for Payment must include a completed and executed Town of Jupiter Application for Payment cover sheet. The Contractor may include AIA G702 – Application and Certificate for Payment and AIA G703 – Continuation Sheets, contractor's electronic media driven form including continuation sheets as approved by OWNER.
- C. Preparation of Applications:
 - 1. The OWNER/HYDROGEOLOGIST and the Contractor staff must verify quantities and review pertinent field notes, reports, delivery, etc. and come to an agreement on installed quantities, percentage complete and stored materials.
 - 2. Contractor shall prepare draft Applications for Payment and submit to OWNER for review.
 - 3. Once approved, prepare required information typewritten or on electronic media printout.
 - 4. Execute certification by signature of authorized officer.
 - 5. Use data from approved Schedule of Values. Provide dollar value in each column for each line item for portion of work performed and for stored products.
 - 6. List each authorized Change Order as an extension on AIA G703 - Continuation Sheet, listing Change Order number and dollar amount as for an original item of Work.
 - 7. Prepare Application for Final Payment as specified in Section 01700.

D. Submittal Procedures:

1. Submit two copies of each Application for Payment or one copy electronically.
2. Payment Period: Once a month, all work through the 25th of the month may be included in the Progress Payment. All work after the 25th of the month shall be included in the next month's Progress Payment.
3. Submit Release of Liens waivers with each Application for Payment.

E. Substantiating Data:

1. When Architect or OWNER requires substantiating information, submit data justifying dollar amounts.
2. Provide one copy of data with cover letter for each copy of submittal. Show application number and date, and line item by number and description.
3. Invoices for on-site stored material.
4. Include the following with the application.
 - a. Partial release of liens from major subcontractors and vendors.
 - b. Affidavits attesting to on-site stored products.

2.10 DAILY WORK LOGS

- A. On a daily basis, the CONTRACTOR shall complete the Daily Work Log Form and submit a copy to the TOWN and the HYDROGEOLOGIST at the end of each work week. A copy of this Form can be found in Appendix A. The Daily Work Log Form may be requested by the TOWN or HYDROGEOLOGIST for viewing at any time. When performing development work, an additional Daily Development Log shall be completed on a daily basis and submitted to the TOWN and HYDROGEOLOGIST on a weekly basis in conjunction with the Daily Work Log Form.

2.11 CERTIFICATES OF COMPLIANCE

- A. Copies of certificates of compliance and test reports shall be submitted for requested items to the OWNER prior to request for payment.

2.12 WARRANTIES

- A. Refer to individual sections of these Specifications for specific general requirements on the submittal of warranties, guarantees, product/workmanship bonds, and maintenance agreements which are uniquely prepared and executed for the project.

PART III EXECUTION

3.01 CONTRACTOR RESPONSIBILITIES

- A. Review shop drawings, project data and samples for compliance with these Specifications prior to submission.
- B. Verify:
 - 1. Field measurements.
 - 2. Field construction criteria.
 - 3. Catalog numbers and similar data.
- C. Coordinate each submittal with requirements of the Work and of the Contract Documents.
- D. The CONTRACTOR'S responsibility for errors and omissions in submittals is not relieved by the OWNER or HYDROGEOLOGIST'S review of submittals.
- E. The CONTRACTOR'S responsibility for deviations in submittals from the requirements of the Contract Documents is not relieved by the OWNER or HYDROGEOLOGIST'S review of submittals, unless the OWNER or the HYDROGEOLOGIST gives written acceptance of Specific deviations.
- F. Notify the OWNER and HYDROGEOLOGIST, in writing at the time of submission, of deviations in submittals from the requirements of the Contract Documents.
- G. Begin no Work requiring submittals until return of submittals with the OWNER or HYDROGEOLOGIST'S stamp and initials or signature indicating review and approval.
- H. After OWNER or HYDROGEOLOGIST'S review, distribute copies.

3.02 SUBMISSION REQUIREMENTS

- A. Schedule submissions at least 14 days before dates reviewed submittals shall be needed; the OWNER and OWNER'S representatives shall have a maximum of 14 days for review of the submittal following receipt, for approval or rejection.
- B. Accompany submittals with a transmittal letter, in duplicate, containing:
 - 1. Date of submission.
 - 2. Project title and number.
 - 3. Contractor name and address.
 - 4. The number of each shop drawing, project datum and sample submitted.
 - 5. Notification of any deviations from the Contract Documents.
 - 6. Other pertinent data.
- C. Submittals must include:
 - 1. Date of submittal and revision dates.
 - 2. Project title and number.
 - 3. The names of:
 - a. Hydrogeologist
 - b. Contractor
 - c. Subcontractor (if applicable)
 - d. Supplier
 - e. Manufacturer
 - f. Separate detailer, when pertinent
 - 4. Identification of products or materials.
 - 5. Relation to adjacent structures or materials.
 - 6. Field dimensions, clearly identified as such.
 - 7. Specification Section Number.
 - 8. Applicable standards, such as ASTM number or Federal Specifications.

9. A blank space, 4" X 4", for the HYDROGEOLOGIST'S stamp.
10. Identification of deviations from the Contract Documents.
11. CONTRACTOR'S stamp, initialed or signed, certifying as to review of the submittal, verification of field measurements and compliance with the Contract Documents.

3.03 RESUBMISSION REQUIREMENTS

- A. Shop Drawings:
 1. Revise initial drawings as required and resubmit as specified for initial submittal.
 2. Indicate on drawings any changes which have been made other than those requested by the HYDROGEOLOGIST.
- B. Project Data and Samples:
 1. Submit new datum and samples as required for initial submittal.

END OF SECTION

SECTION 01535

PROTECTION OF EXISTING UTILITIES FACILITIES

PART 1 GENERAL

1.01 THE REQUIREMENT

- A. The CONTRACTOR shall protect all existing utilities and improvements not designated for removal and shall restore damaged or temporarily relocated utilities and improvements to a condition equal to or better than they were prior to such damage or temporary relocation, all in accordance with requirements of the Contract Documents.
- B. The CONTRACTOR shall notify all utilities including, but not limited to, Florida Power and Light (FPL), Loxahatchee River District (LRD), cable, AT&T, etc., in writing with a copy to the Owner before construction is started and shall coordinate its activities with them. The CONTRACTOR shall cooperate with the owners of utility lines that may require temporary interruption of service in order to minimize the interruption. The CONTRACTOR shall call Sunshine One-Call Notification at 1-800-432-4770 a minimum of 48 hours prior to any excavation for location of existing underground facilities.
- C. The CONTRACTOR shall verify the exact locations and depths of all utilities shown and shall make exploratory excavations of all utilities that may interfere with the Work. All such exploratory excavations shall be performed as soon as practicable after award of Contract and, in any event, a sufficient time in advance of construction to avoid possible delays to the CONTRACTOR's Work. When such exploratory excavations show the utility location as shown to be in error, the CONTRACTOR shall so notify the OWNER.
- D. The number of exploratory excavations required shall be that number which is sufficient to determine the alignment and grade of the utility.

1.02 RIGHTS-OF-WAY

- A. The CONTRACTOR shall not enter upon any rights-of-way involved until notified that the OWNER has secured authority therefore from the proper party. After authority has been obtained, the CONTRACTOR shall give said party due notice of its intention to begin Work and shall give said party convenient access and opportunity for removing, shoring, supporting, or otherwise protecting utilities or structures within the right-of-

way. When two (2) or more contracts are being executed at one (1) time on the same or adjacent land in such manner that Work on one (1) contract may interfere with that on another, the OWNER shall determine the sequence and order of the Work.

1.03 PROTECTION OF STREET OR ROADWAY MARKERS

- A. The CONTRACTOR shall not destroy, remove, or otherwise disturb any existing survey markers or other existing street or roadway markers without proper authorization. No pavement breaking or excavation shall be started until all survey or other permanent marker points that will be disturbed by the construction operations have been properly referenced for easy and accurate restoration. It shall be the CONTRACTOR's responsibility to notify the proper representatives of the OWNER of the time and location that Work will be done. Such notification shall be sufficiently in advance of construction so that there will be no delay due to waiting for survey points to be satisfactorily referenced for restoration. All survey markers or points disturbed by the CONTRACTOR without proper authorization by the OWNER will be accurately restored by the OWNER at the CONTRACTOR's expense after all street or roadway resurfacing is complete.

1.04 RESTORATION OF FACILITIES

- A. General: All paved areas including asphaltic concrete berm cut or damaged during construction shall be replaced with similar materials of equal thickness to match the existing adjacent undisturbed areas, except where specific resurfacing or restoration requirements have been called for in the Contract Documents or in the requirements of the agency issuing the permit. All temporary and permanent pavement shall conform to the requirements of the affected pavement OWNER. All pavements which are subject to partial removal shall be neatly saw cut in straight lines. Within five (5) working days of the pipe installation, temporary restoration shall be completed.
- B. Temporary Restoration: Temporary restoration includes repair to all driveways, sidewalks, and roadways. They shall be swept clean and be maintained free of dirt and dust. All areas disturbed by the construction activities shall be restored to proper grade and cleaned up including the removal of debris, trash, and deleterious materials. All construction materials, supplies, or equipment, including piles of debris shall be removed from the area. All temporarily restored areas shall be maintained by the CONTRACTOR. These areas shall be kept clean, neat and free of dust and dirt until final restoration operations are completed. The

CONTRACTOR is responsible to utilize dust abatement operations in the temporarily restored areas as required, to the satisfaction of the OWNER.

- C. Temporary Resurfacing: Wherever required by the public authorities having jurisdiction, the CONTRACTOR shall place temporary surfacing promptly after backfilling and shall maintain such surfacing for the period of time fixed by said authorities before proceeding with the final restoration and improvements.

1.05 EXISTING UTILITIES AND IMPROVEMENTS

- A. General: The CONTRACTOR shall protect all underground utilities and other improvements which may be impaired during construction operations. It shall be the CONTRACTOR's responsibility to ascertain the actual location of all existing utilities and other improvements that will be encountered in its construction operations and to see that such utilities or other improvements are adequately protected from damage due to such operations.
- B. Utilities to be Moved: In the case that it shall be necessary to move the property of any public utility or franchise holder, such utility company or franchise holder will, upon request of the CONTRACTOR, be notified by the OWNER to move such property within a specified reasonable time. When utility lines that are to be removed are encountered within the area of operations, the CONTRACTOR shall notify the OWNER a sufficient time in advance of the necessary measures to be taken to prevent interruption of service.
- C. When the proper completion of the Work requires the temporary or permanent removal and/or relocation of an existing utility or other improvement which is shown, the CONTRACTOR shall remove and temporarily replace or relocate such utility or improvement in a manner satisfactory to the OWNER and the OWNER of the facility. In all cases of such temporary removal or relocation, restoration to former location shall be accomplished by the CONTRACTOR in a manner that will restore or replace the utility or improvement as nearly as possible to its former locations and to as good or better condition than found prior to removal.
- D. OWNER's Right of Access: The right is reserved to the OWNER and to the OWNERS of public utilities and franchises to enter at any time upon any public street, alley, right-of-way, or easement for the purpose of making changes in their property made necessary by the Work of this Contract.

- E. Underground Utilities Shown or Indicated: Existing utility lines which are to be retained and are shown or the locations of which are made known to the CONTRACTOR prior to excavation and all utility lines that are constructed during excavation operations shall be protected from damage during excavation and backfilling and, if damaged, shall be immediately repaired by the CONTRACTOR.
- F. Underground Utilities Not Shown or Indicated: In the event that the CONTRACTOR damages any existing utility lines that are not shown or the locations of which are not made known to the CONTRACTOR prior to excavation, a written report thereof shall be made immediately to the OWNER. If directed by the OWNER, repairs shall be made by the CONTRACTOR under the provisions for changes and extra Work contained in the General Conditions.
- G. Approval of Repairs: All repairs to a damaged improvement are subject to inspection and approval by an authorized representative of the improvement OWNER before being concealed by backfill or other Work.

1.06 TREES WITHIN ROAD RIGHT-OF-WAY AND PROJECT LIMITS

- A. General: The CONTRACTOR shall exercise all necessary precautions so as not to damage or any trees or shrubs, including those lying within street right-of-way and project limits, and shall not trim or remove any trees unless such trees have been approved for trimming or removal by the OWNER. All existing trees and shrubs which are damaged during construction shall be trimmed or replaced by the CONTRACTOR or a certified tree company under permit from the jurisdictional agency and/or OWNER.
- B. Trimming: Symmetry of the tree shall be preserved; no stubs or splits or torn branches left; clean cuts shall be made close to the trunk or large branch. Spikes shall not be used for climbing live trees. All cuts over 1-1/2" in diameter shall be coated with an asphaltic emulsion material.
- C. Replacement: The CONTRACTOR shall immediately notify the OWNER if any tree is damaged by the CONTRACTOR's operations. If, in the opinion of OWNER, the damage is such that replacement is necessary, the CONTRACTOR shall replace the tree at its own expense.

PART 2 **PRODUCTS**

(NOT USED)

PART 3 **EXECUTION**

(NOT USED)

END OF SECTION

SECTION 02400

TEMPORARY CONSTRUCTION WELLHEAD

PART I GENERAL

1.01 SCOPE OF WORK

- A. The CONTRACTOR shall furnish, fabricate, and install a temporary construction wellhead for use during acidization rehabilitation to protect the existing PVC well casings.
- B. Alternatively, the CONTRACTOR shall utilize the OWNER's existing temporary construction wellhead for use during acidization rehabilitation to protect the integrity of the existing PVC well casings. The CONTRACTOR shall make modifications, as required, to maintain compatibility with the existing production wellheads. The CONTRACTOR is solely responsible for protecting the integrity of the existing OWNER well casing.

1.02 SUBMITTALS

- A. Submit a detailed drawing of the CONTRACTOR's temporary construction wellhead to be used to connect to the existing production wellhead.
- B. Submit a description of any modifications required to the OWNER's temporary construction wellhead in order to maintain compatibility with the existing production wellhead.

PART II PRODUCTS

2.01 MATERIALS

- A. Steel plate used for fabrication shall be of sufficient strength to withstand the stresses of construction. Structural steel fabrications shall be in conformance with ASTM specification A36, "Specifications for Structural Steel".
- B. A sufficient number of access ports shall be provided in the construction header for testing and other applications.

PART III **EXECUTION**

3.01 **REQUIREMENTS**

- A. The temporary construction wellhead shall be assembled as shown on the project drawings.
- B. The construction wellhead shall be fitted to the existing wellhead of the production well.
- C. All flow restriction devices shall be fitted to the construction header. Under no circumstances shall any equipment be attached to the inner casing (PVC or alternate) without prior authorization by the HYDROGEOLOGIST.
- D. At all times during the progress of the work and at completion, the CONTRACTOR shall use reasonable precautions to prevent either tampering with the well or the entrance of foreign material into it. The well shall be sealed at all times unless drilling, logging or testing is in progress. At the end of each work day, the well shall be sealed, to the satisfaction of the HYDROGEOLOGIST, to prevent it from free flowing.

END OF SECTION

SECTION 02715

CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS

PART I GENERAL

1.01 REQUIREMENTS INCLUDED

- A. Furnish, install and maintain all methods, equipment and temporary utilities as required to provide controls over environmental conditions at the construction site and related areas under the CONTRACTOR'S influence. Remove physical evidence of temporary facilities upon completion of work and restore any effected areas to the pre-construction condition
- B. Providing adequate facilities at every stage of performing the work is the CONTRACTOR'S sole responsibility, and is not limited by the requirements hereof.
- C. Except as otherwise indicated, the cost of providing and using temporary utility services is to be included in the Contract Sum.
- D. Maintain distinct markers for underground lines and protect from damage during excavation operations.
- E. These references shall govern the work except where they conflict with the OWNER'S terms and conditions. In case of conflict, the OWNER'S terms and conditions shall govern to the extent of such difference.

1.02 REQUIREMENTS OF REGULATORY AGENCIES

- A. Comply with the National Electrical Code.
- B. Comply with Federal, State and local codes, ordinances, rules, regulations, standards and permits.
- C. Comply with the "Manual of Accident Prevention in Construction" by the Associated General Contractors (AGC).

PART II PRODUCTS

2.01 MATERIALS

Materials may be new or used, but must be adequate in capacity for the required usage, must not create unsafe conditions, and must not violate requirements to applicable codes, ordinances, rules, regulations and standards.

2.02 TEMPORARY ELECTRICITY AND LIGHTING

- A. Install circuit and branch wiring, with area distribution boxes located so that power and lighting is available throughout the construction by the use of construction type power cords.
- B. If necessary, the CONTRACTOR shall arrange with Florida Power and Light (FPL) for construction period service and pay all costs for the installation, equipment, and electrical power as may be required. The CONTRACTOR shall arrange and pay for a separate feeder to supply power from off-site directly from FPL service to the CONTRACTOR's temporary power system.
- C. Provide adequate artificial lighting for all areas of work when natural lighting is not adequate for work and night work is allowed by the contract documents.

2.03 TEMPORARY PHONE SERVICE

- A. The CONTRACTOR shall provide onsite phone service to the CONTRACTOR'S project superintendent and for each driller on site. The CONTRACTOR or the CONTRACTOR's representative shall be available by phone during all working hours during execution of the scope of work.
- B. Cellular phones are acceptable.

2.04 TEMPORARY WATER

- A. The CONTRACTOR shall provide all water required for construction, flushing, testing and temporary sanitary facilities. Only potable quality water will be authorized for use during well rehabilitation activities. Potable quality water can be made available by the OWNER from hydrants or another location. It is the CONTRACTOR's sole responsibility to determine the availability of potable quality water at each work location

- B. For potable water line connections from a hydrant, the CONTRACTOR will be required to obtain a construction hydrant meter. The CONTRACTOR will be responsible to provide a deposit for the meter to the Town of Jupiter Utilities Business Office. The meter must be locked at all times except while in use by the CONTRACTOR with water provided by the OWNER. If during the course of construction, it is determined that the Contractor is abusing and/or unnecessarily wasting this service, they will be responsible for paying for water used. The CONTRACTOR shall return the construction meter to the Utilities Business Office at the completion of the project at which time the deposit will be returned to the CONTRACTOR if the meter is not damaged.
- C. Well water may be authorized for use during the course of rehabilitation, and will be based upon recommendation from the HYDROGEOLOGIST. The CONTRACTOR shall use the appropriate backflow preventer and flow meter when connecting to the OWNER's raw water supply.
- D. The CONTRACTOR shall provide and maintain all piping, fittings, adapters, valving and flow meters required to connect to the potable quality water. The CONTRACTOR shall be responsible to for transporting water to wellsite locations.
- E. The CONTRACTOR shall provide and mobilize a minimum of two (2) clean water storage tanks, having minimum capacities of 500-gallons and 2000-gallons, for the CONTRACTOR'S use onsite. The tank shall be acceptable to the OWNER and be used for storage of water, mixing chlorine, surfactant and acid prior to introduction of mixtures into the well.
- F. OWNER'S use of OWNER'S water takes priority at all times. CONTRACTOR shall temporarily restrict or discontinue use of OWNER'S water if required to do so by OWNER.

2.05 TEMPORARY SANITARY FACILITIES

- A. The CONTRACTOR shall provide and maintain adequate and clean sanitary facilities for construction work force and visitors. The facilities shall comply with local codes and regulations and be situated at approved locations.

2.06 TEMPORARY VENTILATION

- A. The Contractor shall provide and maintain adequate ventilation for a safe working environment. In addition, forced air ventilation shall be provided for the curing of installed materials, for humidity control, and for the prevention of hazardous accumulations of dust, gases, or vapors.

2.07 TEMPORARY ACCESS ROAD, PARKING AND TRAFFIC CONTROL

- A. Construct and maintain new and existing temporary access roads over designated easements from public thoroughfare to the site.
- B. Maintain traffic areas free of excavated materials, construction equipment, products and debris.
- C. Traffic control warning signs and barricades shall be in strict accordance with the provisions of the Florida Department of Transportation Manual on Traffic Controls and Safe Practices for Street and Highway Construction Maintenance and Utility Operations latest revision.
- D. No road or street shall be closed to the public except with the permission of the HYDROGEOLOGIST and appropriate governmental agency.
- E. The work shall be conducted at all times so as to ensure the least possible obstruction to traffic and inconvenience to the general public and the residents in the vicinity of the work, and to insure the protection of persons and property.
- F. Well site discharge locations are shown on the drawings and security requirements apply. CONTRACTOR shall secure all gates and fences per contract requirements.
- G. Shared access roads to, from, adjacent to and around the well sites shall be kept open at all times.

2.08 TEMPORARY CONTROLS

- A. Noise Control:
 - 1. Comply with all County and City ordinances.
 - 2. CONTRACTOR shall immediately cease operations and mitigate sound to the extent required by County and City ordinance if residents complain about noise as applicable.

B. Light Control:

1. CONTRACTOR shall mitigate stray light during approved night work by directing light source to the work area only.
2. Lighting shall be directed away from nearby residences and properties.
3. CONTRACTOR shall immediately mitigate stray light upon complaint.

C. Dust Control:

1. Provide positive methods and apply dust control materials to minimize raising dust from construction operations, and provide positive means to prevent air-borne dust from dispersing into the atmosphere.
2. CONTRACTOR shall immediately mitigate dust upon complaint

D. Water Control:

1. Provide methods to contain storm water drainage within the CONTRACTOR'S approved work area, prevent storm water and project related water containing turbidity above the allowable standard from entering adjacent surface water bodies. Provide settling and treatment before discharge of water to approved discharge location.
2. Provide methods to control surface water to prevent damage to the project, the site, or adjoining properties.
3. Control fill, grading and ditching to direct surface drainage away from excavation, trenches, pits and other construction areas, and to direct drainage to proper runoff.
4. Provide, operate and maintain hydraulic equipment of adequate capacity to control surface water.
5. Dispose of drainage water in a manner to prevent flooding, erosion, or other damage to any portion of the site or adjoining areas.

E. Debris and Waste Materials Control:

1. Maintain all areas under the CONTRACTOR'S control free of extraneous debris, garbage and waste matter.
2. Initiate and maintain a specific program to prevent accumulation of debris at the construction site, storage and parking areas, or along access roads and haul routes.

3. Provide acceptable containers for deposit of debris and waste.
4. Prohibit overloading of trucks to prevent spillage on access and haul roads.
5. Provide periodic inspection of traffic areas to enforce requirements.
6. Schedule periodic and as needed collection and disposal of debris and waste.

F. Pollution Control:

1. Provide methods, means and facilities required to prevent contamination of soil, water or air by the discharge of noxious substances from construction operations.
2. Immediately remove and properly dispose of all contaminated materials upon discovery of spillage of noxious substances.
3. Take special precautions to prevent harmful substances from entering public waters.
4. Provide systems for control of atmospheric pollutants and prevent toxic concentrations of chemicals.

G. Erosion Control:

1. Plan and execute construction and earthwork by methods to control surface drainage from cuts and fills and from borrow and waste disposal areas to prevent erosion and sedimentation.
2. Hold areas of bare soil exposed at one time to a minimum and provide temporary control measures such as berms, dikes and drains.
3. Construct fill and waste areas by selective placement to eliminate surface silts and clays from eroding.
4. Construct and maintain properly installed silt fencing and hay bales around the perimeter of the construction area to control surface drainage and runoff.

PART III **EXECUTION**

3.01 **GENERAL**

- A. Comply with all applicable requirements of local building codes.
- B. Maintain and operate systems to assure continuous service.
- C. Modify and extend systems as work progress requires.
- D. Preserve from damage all property along the line of work or which is in the vicinity of or is in any way affected by the Work. Wherever such property is damaged due to the activities of the CONTRACTOR, it shall be immediately restored to its original condition by the CONTRACTOR at no cost to the OWNER.

3.02 **INSPECTIONS**

Prior to placing temporary facilities into service, inspect and test each service and arrange for inspections and tests by governing authorities and obtain required certifications and permits for use thereof.

3.03 **REMOVAL**

- A. Completely remove temporary materials and equipment when their use is no longer required.
- B. Clean and repair damage caused by temporary installations or use of temporary facilities.
- C. Restore permanent facilities used for temporary services to specified conditions.

END OF SECTION

SECTION 02720

WELL REHABILITATION SEQUENCE

PART I GENERAL

1.01 SCOPE OF WORK

- A. This section covers the sequence of work to investigate, rehabilitate and/or maintain the Upper Floridan Aquifer (UFA) production wells prioritized for work by the Town of Jupiter (OWNER), located in Jupiter, Florida.
- B. The work as specified may include portions of the following: mobilization; removal of portions of the existing wellhead, tail pipe and appurtenances; well kill(s) as required, down-hole video and/or geophysical logging under static and dynamic conditions; plumbness and alignment testing of existing well casings; installation of a temporary construction wellhead; acid treatment of the completion interval; removal and treatment of the residual spent acid water; formation water treatment and disposal system (including temporary piping and pumps); pump development of wells; flow testing of wells; well discharge piping modifications; reinstallation of the wellhead; well facility disinfection, purging and bacteriological clearance; demobilization and restoration of well sites; and completion all required work to the extent the well facility is returned to service and accepted by the OWNER.
- C. Formation water generated during rehabilitation shall be discharged to the CONTRACTOR'S formation water treatment and disposal system as required to meet discharge requirements detailed in the Contract. Treated well water shall then be discharged to a receiving water body or storm drain nearest to each well site. Settling and treatment of formation water to be discharged is the CONTRACTOR'S responsibility and shall be in accordance with all applicable regulations and Section 02785.
- D. Following completion of work activities, the CONTRACTOR shall reinstall the pump, column pipe, wellhead, well piping, appurtenances, etc. to the extent the well is ready for service by the OWNER. CONTRACTOR shall perform disinfection and bacteriological testing as required for well and well piping clearance. Substantial completion will be deemed complete following restoration of operational service of the subject well.

PART II PRODUCTS

(NOT USED)

PART III EXECUTION

3.01 CONSTRUCTION SCHEDULE

- A. The CONTRACTOR shall complete the scope of work within the timeframe specified in the contract. The CONTRACTOR shall be actively working on tasks outlined in the Contract within 30-days of the Notice to Proceed
- B. The construction schedule shall be met based on day work only (7:00 am to 7:00 pm) and excludes nights, weekends and Federal holidays.
- C. The CONTRACTOR shall obtain approval from the OWNER for all 24-hour work excluding weekends and Federal holidays. Requests for 24-hour work shall be submitted as outlined in Section 01300.
- D. The CONTRACTOR will be allowed only one (1) well out of service for rehabilitation at a time. The OWNER shall determine the sequence of wells to be rehabilitated based on the needs of the OWNER.

3.02 WORK SEQUENCE

- A. The following suggested work sequences are provided for the various work items expected to be completed under the well rehabilitation contract. The CONTRACTOR may propose an alternative sequence for review and approval by the OWNER and HYDROGEOLOGIST.

3.03 WELL REHABILITATION INCLUDING ACIDIZATION

- A. Mobilize to the OWNER approved well rehabilitation site and prepare for well rehabilitation. Coordinate the work with OWNER to isolate the well from the raw water main, and OWNER to lock out and tag out all electrical power. Set up construction and support equipment within the OWNER controlled area of the well site. Additional CONTRACTOR laydown may be provided by the OWNER within a secured area adjacent to Water Plant.
- B. Remove external piping, fittings, valves, wellhead assembly, and tail pipe and secure exposed wiring from harm during site activities. Protect and secure well site components to remain on site. Following the well rehabilitation, the CONTRACTOR shall re-install any of the equipment previously removed unless approval not to do so is given in writing by the OWNER. During the period of the contract, the CONTRACTOR will protect all well appurtenances removed by the CONTRACTOR; protect all remaining improvements; and protect any equipment loaned to the CONTRACTOR by

the OWNER. If the CONTRACTOR becomes aware of any faulty or damaged OWNER equipment, the CONTRACTOR shall notify the OWNER immediately.

- C. Perform a down hole camera video log of the casing and open interval under both static (non-flowing) and flowing conditions. Turbidity and suspended sediment shall have been removed from the formation water by the CONTRACTOR to the extent that visibility is not impaired during logging to the satisfaction of the HYDROGEOLOGIST. All static (non-flowing) logs shall be performed prior to dynamic (flowing) logs. Video logging shall be performed in accordance with Section 02765.
- D. Install temporary construction wellhead for rehabilitation including acidization as detailed in Section 02400. A drawing showing the acid treatment header shall be provided by the CONTRACTOR for approval by the HYDROGEOLOGIST as required in Section 02790.
- E. Setup systems and controls required for acidization including temporary acid storage, containment, formation water treatment and disposal system, tanks, equipment, etc. required for acidization, monitoring, purging, neutralization and control as outlined in the CONTRACTOR's plan for acidization required in Section 02790 and approved by the HYDROGEOLOGIST. The formation water treatment system shall be adequately sized so that acid can be removed from the well in one (1) day. The CONTRACTOR shall coordinate with the HYDROGEOLOGIST for inspection and approval of the setup prior to acidization of the well.
- F. Acidize the well in accordance with Section 02790. Purge spent acid water between acid treatments and after treatment. CONTRACTOR shall retain and treat spent acid water prior to discharge. Discharge water shall have a pH of no less than 6.5 prior to discharge. All discharge to the outfall location shall comply with FDEP Generic Permit discharge requirements and as specified in Sections 02760 and 02785. Purging of spent acid shall be considered complete when discharge water from the well is clear with a pH of 6.5 or higher, the specific conductance of the well is comparable to pre-acid treatment specific conductance values, and a specific capacity test of the well has been performed.
- G. Install a test pump with a minimum of 80 feet of pump column and develop the well until the discharge water is free of cuttings and visible sediment in accordance with Section 02760. The CONTRACTOR provided test pump shall be capable of a variable discharge rate with sustained surges up to 3,000 gpm. Development shall be in accordance with Section 02760 and shall continue to the satisfaction of the HYDROGEOLOGIST.
- H. Conduct a five (5) step pumping test at rates determined by the

HYDROGEOLOGIST (anticipated to be between 500 and 2,000 gpm). Step duration shall continue until drawdown in the production well stabilizes or a maximum of approximately two (2) hours per step. The CONTRACTOR shall determine the appropriate engine, VFD, and gate valve settings for the desired pumping rate in order to achieve a constant rate with a minimum 35 PSI of back pressure as soon as possible after the start of the test and each rate. A manometer tube and pressure transducer/data logger setup shall be used to measure the static water level and pumping water levels and during pumping when the water level is above the top of the wellhead. Water level measurement below the wellhead shall be performed using an electric water level tape and the data logger/transducer setup as describe in Section 02775.

- I. Re-install permanent wellhead and discharge apparatus, well transducer, wellhead components, to the extent work is complete and the well facility is ready for service. Perform well disinfection as described in Section 02780 and sample to confirm disinfection was successful and the well is ready for service. Notify OWNER and WTP operations staff that rehab is complete and ready for service.
- J. Restore the well and the site. The well shall be left clean and free of oils, grease, and all other substances used during CONTRACTOR activities. Replace and restore damaged sod until established. All areas, structures and facilities disturbed or damaged by the CONTRACTOR's activities shall be restored by CONTRACTOR to equal or better condition than conditions were prior to CONTRACTOR's work.

END OF SECTION

SECTION 02760

WELL DEVELOPMENT

PART I GENERAL

1.01 SCOPE OF WORK

- A. This section covers the labor, equipment and materials required to perform development of the well(s). Development shall include surge/sustained rate pumping at rate of up to 3000 gpm or as directed by the HYDROGEOLOGIST.
- B. Under no circumstances shall the pumping equipment create a vacuum within the well casing.
- C. Well development activity includes pump development. The CONTRACTOR shall be paid per hour of actual approved development time and shall include but not be limited to the furnishing of all material, labor and equipment necessary to complete development as specified, including all work necessary for the installation and removal of test pump. Development time shall not include preparing site for formation water disposal, set up of formation water disposal system and equipment or for maintenance of equipment of discharge water system.
- D. The CONTRACTOR shall manage discharge water as described below and in Section 02875.

1.02 SUBMITTALS

- A. The CONTRACTOR will furnish the HYDROGEOLOGIST with manufacturer specifications for all chemical additives proposed for development, manufacturer specifications for generators, pumps and corresponding silencers, a calibrated flow meter with certification no older than 60 days prior to notice to proceed and attest to an accuracy of 95 percent or greater for the range of the meter, prior to installation of the development pump, a manufacturer pump curve for development and testing pump(s), drawing depicting schematic plan and equipment and piping for formation water disposal.
- B. Daily development summary logs must be completed daily by the CONTRACTOR and submitted to the HYDROGEOLOGIST as requested. Blank daily development forms can be found in the Appendix.

PART II PRODUCTS

2.01 DEVELOPMENT EQUIPMENT

- A. Provide all pumps, motors, air compressors, surge tanks and other ancillary equipment needed to develop the well to the extent that, as practical, suspendable solids are removed from the borehole. All generators and diesel fuel powered pumps shall be equipped with critical grade silencers. Provide all pipe, fittings, and valves required to transmit discharge water from the pump to the settling tanks as required in Section 02785. CONTRACTOR shall size temporary containment system and discharge pipe adequately to accommodate anticipated volumes of water for settling and disposal to outfall locations anticipated to be up to 500 feet from settling tanks.
- B. The test pumping equipment shall have access ports, water level measurement setup and discharge piping as required in Section 02775.
- C. The CONTRACTOR shall provide a pump capable of rates between 500 and 3,000 gallons per minute (gpm) and manufacturer pump curves in accordance with this section. Specific development rates shall be specified by the HYDROGEOLOGIST on a well by well basis.
- D. The CONTRACTOR shall provide a calibrated flow meter near the pump. The flow meter shall be accurate and precise within the range of 500 gpm to 3000 gpm. The placement of the flow meter shall be in accordance with manufacturer recommendations for flow meter placement. The CONTRACTOR shall also consult the HYDROGEOLOGIST for optimal flow meter placement. Air release valves shall be provided and installed by the CONTRACTOR at as many locations as required. Air release valves shall consist of tapping the discharge pipe and providing and installing a 2-inch diameter riser and gate valve.
- E. The development equipment must be able to divert flow of water in a controlled manner to minimize flooding and erosion. Discharge water shall be clear and free of suspended solids. Discharge water shall be retained temporarily using a settling tank for settlement of solids and pumped via temporary piping to the discharge point as directed by the HYDROGEOLOGIST. Tanks required for settling of solids and additional pumps and temporary piping needed to transmit water to the discharge point shall be included in the unit cost for development. Management and removal of development solids shall be included in the unit cost for development.

PART III EXECUTION

3.01 SURGE PUMPING

- A. Using the test pump setup described in Section 02775, the CONTRACTOR shall pump surge the well until the discharge water is free of suspended material. The CONTRACTOR shall install a pump in the well capable of pumping steadily and in surges up to 3,000 gpm from the well through the Formation Water Disposal System. The CONTRACTOR shall surge the well frequently and be able to sustain a steady high flow rate up to 3,000 GPM as directed by the HYDROGEOLOGIST.
- B. The CONTRACTOR shall assist the HYDROGEOLOGIST with any connections required to connect the HYDROGEOLOGIST'S provided silt density index (SDI) testing equipment to the pump discharge. The CONTRACTOR shall provide, operate and maintain a clean auxiliary pump capable of maintaining 35 pounds per square inch (psi) for SDI testing. The auxiliary pump shall be plumbed to the Floridan Aquifer well discharge for sampling and testing. The CONTRACTOR shall provide fittings and fabricate connections as needed to enable the HYDROGEOLOGIST to perform the SDI tests.
- C. On a daily basis prior to start-up of development or at other times as directed by the HYDROGEOLOGIST, the CONTRACTOR shall pump the well and accurately measure the static water level, drawdown, and specific capacity and report on daily development logs.
- D. Throughout pump development, at intervals specified by the HYDROGEOLOGIST, the CONTRACTOR shall conduct sand testing. Sand testing shall be conducted using a Rossum Sand Tester (described in Section 02775, Pumping Tests).
- E. CONTRACTOR shall complete daily development summary forms provided by the HYDROGEOLOGIST, including daily static water level measurements, specific capacity measurements, and sand (Rossum) tests.

3.02 DISCHARGE WATER

- A. The CONTRACTOR shall construct a temporary settling tank or tanks for settlement of solids from the discharge water. Transfer pump(s) shall be used to pump discharge water to the designated outfall location if required. Discharge water shall be clear and free of suspended solids. Discharge water shall be free of solids through the use of settling tanks and pumped via temporary piping to the designated discharge point as directed by the HYDROGEOLOGIST. The CONTRACTOR shall anticipate that at least 500 feet of discharge hose will be required to transmit discharge water to the

outfall point. The CONTRACTOR shall set up and maintain discharge water transmission hose, as required in Section 02785.

- B. The CONTRACTOR is solely responsible for the methods used and shall comply with regulatory requirements and/or permit conditions for discharge of development water. If the CONTRACTOR fails to comply with requirements for the discharge of water, he shall be responsible for complete restoration of the discharge location to the original condition at no cost to the OWNER. CONTRACTOR shall be responsible for paying any fines or penalties that may result from his failure to provide adequate treatment facilities.
- C. The CONTRACTOR shall be responsible for monitoring during discharge operations including, but not limited to discharge flows, pH and turbidity of development water. Updated monitoring records shall be submitted weekly to the OWNER or HYDROGEOLOGIST and kept onsite at all times for inspection.
- D. Discharge water shall always be contained and under control by the CONTRACTOR. Any erosion that results from the discharge water shall be immediately repaired by the CONTRACTOR to its previous non-eroded condition.
- E. The CONTRACTOR shall employ Best Management Practices (BMPs) to mitigate potential turbidity and/or solids from entering any discharge location. The CONTRACTOR shall install and maintain settling tank(s), filtration unit(s), silt booms, curtains, or other means required to protect outfalls, storm sewers and/or surface water bodies receiving the discharge water. The CONTRACTOR is required to employ all methods necessary to ensure that development water at the discharge point is clear, turbidity less than 29 NTU, has a pH of no less than 6.5, and meet CONTRACT requirements or permit conditions prior to discharge into the designated outfall location
- F. The CONTRACTOR shall ensure that the discharge water does not impact adjoining property unless it is specifically approved by the OWNER, does not flood streets or impede any traffic flow in any way, and does not cause a nuisance in general.
- G. The CONTRACTOR shall monitor the discharge water disposal system continuously for leaks and possible problem areas. An inspection of the completed pipeline may be conducted frequently by the OWNER or HYDROGEOLOGIST to observe its integrity. Operations must stop until noted deficiencies are corrected. It is, however, the CONTRACTOR'S responsibility to ensure the integrity of the system at all times.
- H. Discharge of formation water from the well to the ground shall be avoided to the greatest extent possible. The CONTRACTOR shall take all necessary

precautions, and make repairs as needed, to minimize the discharge of formation water to the ground.

- I. The CONTRACTOR shall provide safety measures and controls as needed.

END OF SECTION

SECTION 02765

DOWNHOLE LOGGING

PART I GENERAL

1.01 SCOPE OF WORK

- A. This section covers the equipment, work and materials necessary to perform downhole geophysical logging, downhole video logging and plumbness and alignment testing of the wells.
- B. Provide the following downhole geophysical logging instruments and equipment to perform the following:
 - 1. Flow log (static & dynamic)
 - 2. XY caliper log
 - 3. Gamma ray log
 - 4. Downhole video survey (static & dynamic)
 - 5. Dual induction log
 - 6. Borehole compensated sonic (with VDL)
 - 7. Temperature log (static & dynamic)
 - 8. Fluid resistivity (static & dynamic)
- C. Downhole video logging of the well will be conducted to inspect the casing and open hole intervals of the well, and shall be completed for both static and flowing conditions. Provide a DVD format of the video survey.
- D. A pre- and post-rehabilitation video survey will be performed on each well selected for well rehabilitation including acidization.
- E. Provide appropriately sized plummet and dummy tools for plumbness and alignment (P&A) testing to a depth up to 200 feet below top of well flange or as directed by the HYDROGEOLOGIST.

PART II PRODUCTS (NOT USED)

PART III **EXECUTION**

3.01 **GENERAL**

- A. The OWNER may require the performance of geophysical or video logging at any time at a specific well(s) between issuance of the Notice to Proceed and final completion.
- B. Each log must be run and recorded in a continuous fashion to qualify as an acceptable log.
- C. The CONTRACTOR shall provide 24-hour advanced notice to the HYDROGEOLOGIST prior to logging activities. The CONTRACTOR is responsible to ensure that the video logs are complete. Any obstructions or fill material in the borehole or cased intervals will be removed by the CONTRACTOR at his own expense.
- D. The CONTRACTOR is responsible to ensure that the logs are complete. With the exception of pre-rehabilitation well video and geophysical logs, any obstructions or fill material or borehole of reduced diameter more than 1/2-inch in the borehole or cased intervals will be removed or reamed by the CONTRACTOR at his own expense.
- E. Video and geophysical logging will be performed by a qualified well inspection service. If a subcontractor is used, submit the name of the company and qualifying experience for approval by the HYDROGEOLOGIST. Video logger shall have a minimum of 5 years' experience performing video logs.
- F. All logs shall be labeled with all appropriate information. The CONTRACTOR shall furnish (2) two USB compatible flash drives or two DVD copies of the well video which shall be made available to the HYDROGEOLOGIST upon completion. Five (5) hard and five (5) electronic copies of finished logs, including, LAS and PDF files, are to be provided by the CONTRACTOR within two weeks of logging. Two (2) USB compatible flash drives or two DVD copies of the video are to be provided to the OWNER within two (2) weeks of completion.
- G. A downhole video log in DVD format will be conducted to inspect the casing and open interval of the wells. The video will be conducted in the presence of the HYDROGEOLOGIST. The video camera lens will be color and capable of 360-degree movement; be controlled by the logging technician; be independent of the camera body; and have focus capability. The video camera will be centralized in the borehole. The centralizers will self-adjust to different casing and hole sizes, as necessary. If the HYDROGEOLOGIST determines that the video is unacceptable due to poor

quality, the CONTRACTOR at his expense will obtain the necessary equipment to perform additional logging to the satisfaction of the HYDROGEOLOGIST.

- H. All video logging will be conducted under both dynamic (flowing) and static (non-flowing) conditions at the direction of the HYDROGEOLOGIST. Only videos conducted in both flowing and non-flowing conditions and approved by the HYDROGEOLOGIST will be accepted for payment. Pumping rate for the dynamic video and geophysical logging will be, at a minimum 1400 gallons per minute or at a rate such that water levels in the well are lowered to a minimum of 15 feet below land surface as directed by the HYDROGEOLOGIST.
- I. The CONTRACTOR is advised that well RO-5 has a partially collapsed stainless steel liner between 955 feet and 1,005 feet. Geophysical logging and well video tools used at well RO-5 larger than 2 inches in diameter may not pass through the partially collapsed section of casing. A 2 inch diameter downhole video tool was able to bypass the casing to a total depth of 1,635 feet during a previous video survey.
- J. Final videos will be performed prior to demobilization of the drilling rig and/or rehabilitation equipment. If based on the video, the HYDROGEOLOGIST determines that the borehole is filled above the total drilled depth, at the direction of the HYDROGEOLOGIST, the CONTRACTOR will clean out the filled borehole section using the drilling rig or by other means approved by the HYDROGEOLOGIST and re-video the well for final approval by the HYDROGEOLOGIST.
- K. The CONTRACTOR shall perform P&A testing in accordance with AWWA A100. The P&A test shall be conducted in the presence of the HYDROGEOLOGIST.
- L. The CONTRACTOR shall test casing plumbness by centering a plummet in the top of the casing and lowering the plummet into the casing. The length of the plummet shall be 1.25 times the inside diameter of the final casing and have a minimum outside diameter 1/2-inch smaller than the inside diameter of the casing.
- M. The plummet shall be centered at the top of casing and be lowered from a fixed apex set 10 feet above the top of casing. The plummet shall be lowered in a maximum of 10-foot increments to a total depth of 200 feet or as directed by the HYDROGEOLOGIST. CONTRACTOR shall take and record measurements of the horizontal deflection of the plumb line from the center of the casing at each interval. The direction and amount of plumb line movement shall be measured at each interval using a template resting on the top of casing.

- N. Alignment of the well shall be tested by lowering a 40-foot long section of pipe or a dummy to a depth up to 200 feet below the top of casing. The outside diameter of the pipe or dummy shall be 0.5 inches less than the inside diameter of the casing being tested. If a dummy is used it shall consist of a rigid spindle with a minimum of three cylindrical rings, each ring shall be a minimum of 22 inches long and 0.5 inches less than the inside diameter of the well casing. The rings shall be located one at each end and one in the center of the dummy. The pipe or dummy shall move freely throughout the tested length of casing.

END OF SECTION

SECTION 02775

PUMPING TESTS

PART I GENERAL

1.01 SCOPE OF WORK

- A. This section covers the labor, equipment and material required to perform pumping tests on the production well(s). The scope of work specified in this section also may be applicable to other sections by reference in those sections.
- B. The CONTRACTOR shall perform a five-step pump test on each rehabilitated well following acidization. Pumping rates during this testing shall be at rates ranging from 500 gpm up to 3,000 gpm or as determined by the HYDROGEOLOGIST. The pump test assembly shall be fitted with a throttling device and gate valve so that the flow rate can be adjusted as directed by the HYDROGEOLOGIST.
- C. The CONTRACTOR shall allow for sufficient time for the HYDROGEOLOGIST to collect a static water level in the well (minimum 12-hour static conditions). All equipment necessary to conduct this test shall be supplied, operated, manned, and maintained by the CONTRACTOR.
- D. The CONTRACTOR shall be responsible for failure of equipment and materials associated with the pumping test, and for negligence on the part of the CONTRACTOR. In the event of such failure or negligence that results in necessitating re-running of the pumping test, the CONTRACTOR shall repeat the test at his own expense.
- E. Under no circumstances shall the pumping test equipment create a vacuum within the well casing.
- F. The CONTRACTOR shall manage discharge water as described below and in Section 02785.

1.02 SUBMITTALS

- A. Provide certificates of calibration for flow meters to be used for flow measurement by the HYDROGEOLOGIST.
- B. Submit a pump curve prior to installation for approval by the HYDROGEOLOGIST.

- C. Submit to the HYDROGEOLOGIST following completion of pumping testing recovery, all pressure transducer and data logger data from pump test background, pumping and recovery periods.

PART II PRODUCTS

2.01 TEST PUMP

- A. Furnish the necessary instruments and pumping equipment capable of pumping at a steady rate ranging from 500 gpm to 3,000 gpm with a throttling device and gate valve so that the flow rate can be adjusted as directed by the HYDROGEOLOGIST.
- B. Furnish a gate valve, calibrated flow meter. Furnish an orifice plate and manometer (or other approved method) to provide a means to verify accuracy of flowmeter.
- C. Provide and install two (2), 1 1/4-inch ID drop tubes between the pump column and casing, from the water level access fitting at the wellhead to 5 feet above the pump intake or as directed by the HYDROGEOLOGIST. The drop tube shall enable the HYDROGEOLOGIST to manually measure water levels without interference of the pump, pump column or electronic water level monitoring equipment.
- D. The CONTRACTOR shall provide a pressure transducer, data logger and logger well cap seal for water level measurement prior to, during and after pump testing. The CONTRACTOR shall coordinate with the HYDROGEOLOGIST to determine the type of transducer and logger required for the anticipated drawdown, static water level logging periods, pumping periods and recovery periods. The HYDROGEOLOGIST shall determine data recording frequency and format. Data shall be precise and accurate to 0.01-feet of manual water level measurements. Imprecise or inaccurate data shall be rejected requiring pumping tests and monitoring to be repeated at the CONTRACTOR's expense. Electronic data shall be submitted to the HYDROGEOLOGIST. The data logger will be installed in the well a minimum of 12 hours prior to and remain a minimum of 12 hours following the pumping tests for the purpose of collection of background and recovery water level data. Manual data recording sheets shall be submitted to the HYDROGEOLOGIST.
- E. Provide a manometer tube for manual measurement of static water levels and pumping water levels above land surface. The CONTRACTOR shall provide a method of erecting the manometer tube and also provide access for water level measurement throughout the pumping test.

2.02 FLOW METER

Provide a calibrated flowmeter with direct measurement and a totalizer to measure flow. Anticipated metered flows shall range from 500 to 3000 gpm. Certification shall be no older than 60 days prior to notice to proceed and attest to a precision of 95 percent or greater for the range of the meter.

2.03 DISCHARGE PIPING

Provide all pipe, hoses, fittings, and valves required to transmit discharge water from the pump to the Formation Water Disposal System and then to the outfall location as described in Section 02785.

PART III EXECUTION

3.01 PUMPING TESTS

- A. Install and operate the pumping test equipment. Pumping tests shall consist of five (5) steps to be run at rates determined by the HYDROGEOLOGIST. Step duration shall continue until drawdown in the production well stabilizes or a maximum of approximately two (2) hours per step. The CONTRACTOR shall determine the appropriate engine and gate valve settings for the desired pumping rate in order to achieve a constant rate as soon as possible after the start of the test.
- B. Sufficient time shall be permitted for the HYDROGEOLOGIST to collect a static water level in the well. The static water level shall be measured by the CONTRACTOR prior to the start of pumping each day.
- C. At the option of the HYDROGEOLOGIST, a longer steady rate pumping test shall be conducted by the same method as described above. Payment for pump tests shall be at the hourly pumping test rate regardless of duration.
- D. At intervals specified by the HYDROGEOLOGIST during each step, the CONTRACTOR shall conduct sand testing using a Rossum Sand Tester for calculation of sand content at each pumping rate. Sand test data shall be submitted to the HYDROGEOLOGIST within 3 days following completion of pump testing.
- E. The CONTRACTOR shall assist the HYDROGEOLOGIST with connections required to connect the HYDROGEOLOGIST'S provided silt density index (SDI) testing equipment to the pump discharge. The CONTRACTOR shall provide, operate and maintain a clean auxiliary pump capable of maintaining 35 pounds per square inch (psi) for SDI testing. The auxiliary pump shall be

plumbed to the Floridan Aquifer well discharge for sampling and testing. The CONTRACTOR shall provide fittings and fabricate connections as needed to enable the HYDROGEOLOGIST to perform the SDI tests through the duration of the pumping test.

3.02 DISCHARGE WATER

- A. Discharge water generated during rehabilitation shall be discharged to the CONTRACTOR's formation water disposal system and then to outfall locations adjacent to each well site. The expected maximum piping distance is approximately 500 feet. Settling and treatment of formation water to be discharged is the CONTRACTOR'S responsibility and shall be in accordance with all applicable regulations and Section 02785. The CONTRACTOR shall set up and maintain discharge water transmission piping, as required in Section 02785.
- B. All equipment necessary to conduct these tests shall be supplied, operated, manned, and maintained by the CONTRACTOR. The CONTRACTOR shall be responsible for failure of equipment and materials associated with the pumping tests, and for negligence on the part of the CONTRACTOR. In the event of such failure or negligence that results in re-running the pumping test, the CONTRACTOR shall repeat the test at his/her own expense.
- C. Discharge water shall always be contained and under control by the CONTRACTOR. Discharge of formation water from the well to the ground shall be avoided to the greatest extent possible. The CONTRACTOR shall take all necessary precautions, and make repairs as needed, to minimize the discharge of formation water to the ground.
- D. The CONTRACTOR shall refer to Section 02785 for additional requirements pertaining to discharge water generated from production wells.

END OF SECTION

SECTION 02780

WELL FACILITY DISINFECTION

PART I GENERAL

1.01 SCOPE OF WORK

- A. Provide labor, equipment and materials to disinfect production well, pump facilities, wellhead, and added piping complete according to the requirements of AWWA C654-13 and AWWA C-601.
- B. Provide labor, equipment and materials to perform analytical tests on the rehabilitated well. If required, the CONTRACTOR shall subcontract an analytical laboratory to perform sampling and analytical services. The laboratory shall be certified to perform the scope of work by the Florida Department of Environmental Protection.
- C. Provide complete disinfection of the facility, setup for discharge, purging of the facility and setup of the sample tap, as required.

1.02 SUBMITTALS

- A. State and County certifications for proposed laboratory if required by the OWNER.
- B. Provide sampling reports, disinfection forms, completed chain of custody forms and analytical results for all consecutive sampling events if required by the OWNER. Laboratory reports shall be submitted within 30 days of receipt of samples by the laboratory.
- C. MSDS for all products to be used for disinfection a minimum of 15-days prior to commencement of disinfection.

PART II PRODUCTS

2.01 MATERIALS

- A. Free chlorine liquid or gas.
- B. Sodium Hypochlorite.

PART III **EXECUTION**

3.01 **WELL FACILITY DISINFECTION**

- A. Provide notice to OWNER and ENGINEER 48 hours in advance of treatment. Provide injection and measurement methods for approval.
- B. Post warning notices and secure the well facility from unauthorized access or use. Secure the area.
- C. The CONTRACTOR shall disinfect the well as soon as the rehabilitation procedures have been completed. The CONTRACTOR shall carry out adequate cleaning procedures immediately preceding disinfection where evidence indicates that normal well construction and development work have not adequately cleaned the well. All oil, grease, soil, and other materials, which could protect bacteria from disinfectants shall not be allowed in the hole. If evidence indicates that this material has entered the hole, it shall be thoroughly removed. The cleaning operation is to be carried out by pumping and swabbing only. Where test pumping equipment is to be used, such equipment shall be thoroughly scrubbed, or otherwise cleaned of foreign material.
- D. All water used for treatment shall be potable and from an ENGINEER approved source.
- E. Mix a sufficient concentration of chlorinated water solution to maintain 200 parts per million chlorine residual throughout the well, pump and added piping facilities. The pump and motor shall not be exposed to chlorinated water solutions with concentrations above 500 ppm. The recommended pH of chlorine solutions is between 5.5 and 6.8. Any well components sensitive to free chlorine or disinfecting agents will be disinfected and installed separately to prevent damage.
- F. Disinfection procedures shall ensure that the disinfecting agent is uniformly applied throughout the entire water depth of the well, without relying on subsequent mechanical or surging action for dispersing the disinfectant. For this purpose, the disinfecting agent shall be furnished or prepared in liquid form and placed in the well through a hose or tremie of sufficient length to extend to the bottom of the well. The disinfecting agent shall be applied through the hose, which is to be raised and lowered, to achieve uniform distribution of the solution throughout the well.
- G. Allow disinfectant to remain in the sealed system for 24 hours.
- H. After a 24 hour or longer contact period, the well is to be pumped to clear it of the disinfecting agent. The disposal point for the purged water shall be

selected so as to minimize potential damage to aquatic life or vegetation. The CONTRACTOR is responsible for all hoses, piping, connections, tanks, and fittings required to transmit the purged water from the wellhead to the disposal point. The OWNER'S well equipment shall be utilized for pumping out the disinfection agent.

- I. The complete disinfection program and methods followed, especially if materially different from those specified, shall be in accordance with directives of the Florida Department of Environmental Protection, Division of Health and all methods employed shall have their approval. Final approval of the bacterial samples shall be received from the Florida Department of Environmental Protection prior to the time that the system is placed into operation.
- J. Prepare and submit 'Upper Floridan Aquifer Well Disinfection Reporting Form' for each well.

3.02 BACTERIOLOGICAL ANALYSIS

- A. Purge detectable chlorine solution from the well facility.
- B. Collect two (2) or ten (10) consecutive water samples at an approved location 48 hours after disinfection procedure. Not less than 6 hours will elapse between sample collection events. No more than two (2) samples shall be collected per day. The amount of sample events will be dependent on the type of work completed for each well rehabilitation. The HYDROGEOLOGIST will specify to the CONTRACTOR the amount of sample events required for a given well in accordance with Health Department regulations. Sample collection and handling procedures shall be in accordance with a state approved laboratory quality assurance plan by an experienced sampling technician.
- C. Water samples shall be analyzed by an approved independent certified laboratory in accordance with state and local regulations and in accordance with the methods published by AWWA.
- D. The CONTRACTOR shall continue to treat and conduct sample collection and analysis until a minimum of two (2) and up to ten (10) consecutive passing results are obtained. Any system disinfection (or any component thereof), sample collection or analysis required after an unsuccessful first attempt, shall be conducted at the CONTRACTOR's expense.

END OF SECTION

SECTION 02785

FORMATION WATER DISPOSAL SYSTEM

PART I **GENERAL**

1.01 **SCOPE OF WORK**

- A. Provide labor, equipment and materials to furnish, assemble and maintain pumps and transmission piping as required to transmit formation water from the CONTRACTOR'S construction wellhead to CONTRACTOR'S settling tanks and to approved discharge locations adjacent to or near the well sites.
- B. The CONTRACTOR is prohibited from discharging brackish formation water to the ground surface at the drilling site. All formation water discharged from the well must be contained at all times and is to be directed to the designated discharge location using the CONTRACTOR'S formation water disposal system.
- C. After passing through the CONTRACTOR'S settling tanks, formation water will be discharged to the designated outfall location. Discharge water shall be clear and free of suspended solids and shall have a pH of no less than 6.5. The CONTRACTOR is required to monitor and measure turbidity throughout development to ensure turbidity is less than 29 NTU prior to discharge. Transfer pump(s) shall be used, as required, to pump discharge water to the designated outfall location if required.
- D. Development rates up to 3,000 gpm and step drawdown pumping rates up to 2,500 gpm are anticipated. The CONTRACTOR shall adequately size the filtration/temporary containment system and anticipate that at least 500 feet of appropriately sized discharge hose will be required to transmit discharge water to the outfall point. The CONTRACTOR shall set up and maintain discharge water transmission equipment, hoses and/or pipeline.
- E. The CONTRACTOR shall be responsible for monitoring during discharge operations including, but not limited to discharge flows, pH and turbidity of development water. Updated monitoring records shall be submitted weekly to the OWNER or HYDROGEOLOGIST and kept onsite at all times for inspection.
- F. Discharge water shall always be contained and under control by the CONTRACTOR. Any erosion that results from the discharge water shall be immediately repaired by the CONTRACTOR to its previous non-eroded condition.

- G. The CONTRACTOR shall employ Best Management Practices (BMPs) to mitigate potential turbidity and/or solids from entering any discharge location. The CONTRACTOR shall install and maintain settling tank(s), filtration unit(s), silt booms, curtains, or other means required to protect outfalls, storm sewers and/or surface water bodies receiving the discharge water. The discharge water shall not cause the turbidity of the receiving water body to exceed 29 nephelometric turbidity units (NTU) above background turbidity.
- H. The CONTRACTOR shall ensure that the discharge water does not impact adjoining property unless it is specifically approved by the OWNER, does not flood streets or impede any traffic flow in any way, and does not cause a nuisance in general.
- I. The CONTRACTOR shall monitor the discharge water disposal system continuously for leaks and possible problem areas. An inspection of the system may be conducted frequently by the OWNER/HYDROGEOLOGIST to observe its integrity. Operations must stop until noted deficiencies are corrected. It is, however, the CONTRACTOR'S responsibility to ensure the integrity of the system at all times.
- J. The CONTRACTOR shall provide safety measures and controls as needed.
- K. The CONTRACTOR is solely responsible, by any and all methods necessary, to meet the requirements for discharge of water. If the CONTRACTOR fails to fulfill proper requirements of discharge water, the CONTRACTOR is responsible for complete restoration of the discharge location to the original condition at no cost to the OWNER.
- L. CONTRACTOR is solely responsible for the removal of discharged solids from any discharge location and restoration of stormwater drains and/or discharge locations to its original condition to the satisfaction of the HYDROGEOLOGIST.
- M. The CONTRACTOR shall cease water discharge operations if weather conditions impede available capacity of the discharge location.

1.02 SUBMITTALS

- A. Submit a Best Management Practices (BMPs) plan including a schematic plan of all equipment, piping, silt and turbidity barriers planned for use during water discharge for approval by the OWNER and HYDROGEOLOGIST.
- B. Submit an in-line flow meter calibration report to the OWNER and HYDROGEOLOGIST indicating calibration within the last 60 days.

- C. Submit water quality monitoring records during discharge operations. Records include flow rates, total flows, and pH; turbidity monitoring of discharge water and receiving water body

PART II **PRODUCTS**

2.01 **EQUIPMENT**

- A. The CONTRACTOR shall provide a temporary settling tank or tank(s), as required, for settlement of solids from the discharge water. Tank(s) shall be of sufficient volume required to manage the maximum rates of discharge from the well as defined in Sections 02760 and 02775 while providing for continuous treatment and disposal of formation water. Tank(s) shall be cleaned and free of solids prior to their use.
- B. The CONTRACTOR shall provide and maintain a transfer pump(s) capable of pumping the total volumes and anticipated maximum rates of discharge from the well as defined in Sections 02760 and 02775. The pump shall be used for transfer of water from the settling tanks to the designated discharge location. Pumps shall be capable of pumping water at the anticipated maximum rates of flow. Throttling devices shall be provided on the pumps to adjust the pumping rates accordingly. Valves shall be provided as needed to shut off flow and stop gravity drainage if necessary.
- C. The CONTRACTOR shall provide, operate and maintain as many pumps as required to transmit water from the well to the outfall location. The pumps shall be capable of pumping at the maximum rates for the elements of work contemplated herein.
- D. The CONTRACTOR shall furnish and install an in-line flow meter, calibrated within the last 60 days. Flow meter shall have a flow rate indicator and totalizer and be capable of measuring discharge rates at the maximum flow rate of the sediment control system in place.
- E. The CONTRACTOR shall employ all means necessary to minimize to the greatest extent possible erosion, turbidity at the outfall location, and containment of discharge solids, including, but not limited to, the use of turbidity barriers at the outfall. CONTRACTOR shall use an energy diffuser at the formation water disposal location to aid in minimizing erosion. The CONTRACTOR shall minimize impact to OWNER's facilities and fully restore all areas used for formation water discharge.

PART III EXECUTION

3.01 PREPARATION

- A. Review final discharge location with HYDROGEOLOGIST to confirm proper location and to minimize impact to site erosion.
- B. The CONTRACTOR shall be responsible for monitoring during discharge operations including, but not limited to discharge flows, pH and turbidity of development water. Updated monitoring records shall be submitted weekly to the Owner or Owner's representative and kept onsite at all times for inspection. Flow (in GPD) must be measured (actual or estimated) and recorded once per week when discharging. The flow rate cannot exceed the design flow rate of the sediment control system in place. The CONTRACTOR is required to monitor and measure turbidity throughout development to ensure turbidity is less than 29 NTU prior to discharge; pH shall not be less than 6.0
- C. The CONTRACTOR shall use shall use BMPs and all means necessary to settle and clean discharge water prior to discharge to the outfalls and/or State Water bodies, including but not limited to use of the settling tanks and floating turbidity barriers properly installed in receiving water body. Well drilling activities shall be adjusted accordingly and corrective actions taken prior to any exceedances of Contract or permit requirements at the discharge outfalls and/or State Water bodies with respect to the CONTRACTOR'S discharge water. The CONTRACTOR shall employ all methods necessary to ensure the discharge water at the discharge point shall be clear, have a pH of no less than 6.0, less than 29 NTU turbidity and meet Contract requirements or permit conditions prior to discharge into the designated outfall location
- D. Discharge directly into storm water drains without setting systems shall not be permitted.
- E. The CONTRACTOR shall comply with any permits obtained by the OWNER as it relates to the Work of the CONTRACT.

3.02 CONSTRUCTION

- A. Assemble the transmission piping in accordance with the project drawings. Use high-density polyethylene (HDPE), fusion welded pipe, or other approved equivalent, that conforms to AWWA C906 or AWWA C905 for temporary formation water disposal piping. All fittings shall be fusion welded HDPE or approved equal.

- B. The CONTRACTOR shall be responsible for providing and maintaining driveway access and road crossings for the access roads and associated appurtenances.
- C. Discharge activities shall comply with specifications for all SFWMD ROW, roadway, and traffic controls. The CONTRACTOR shall take necessary precautions for the protection of the WORK and the safety of the public.

3.03 OPERATION

- A. The formation water disposal piping and/or hosing shall be monitored continuously for leaks and possible problem areas. A thorough inspection of the complete pipeline and/or hosing shall be conducted daily prior to startup. Repairs shall be made prior to use.
- B. The CONTRACTOR shall coordinate discharge formation water activities with the HYDROGEOLOGIST and OWNER. Operation of the Formation Water Disposal System shall be in accordance with the CONTRACT and appropriate federal, state and local regulations. If non-compliance occurs, discharge shall be discontinued until the monitor non-compliance levels are below permitted limits. The time required to comply will be considered incidental to the Work and shall not result in additional compensation to the CONTRACTOR.
- C. Pumps shall be capable of pumping water at the anticipated maximum rates of flow. Throttling devices shall be provided on the pumps to adjust the pumping rates accordingly. Valves shall be provided as needed to shut off flow and stop gravity drainage if necessary.
- D. Cleaning and disposal of discharge solids within the settling system shall be removed using a vacuum truck and disposed of in accordance with local, state, and federal regulations. Removal of these materials shall be considered incidental to the Work and shall not result in additional compensation to the CONTRACTOR.
- E. The formation water disposal system may require modifications based on site specific activity and associated quality and quantity of discharge water generated. The CONTRACTOR shall not be compensated for these modifications and the costs should be included in the Lump Sum cost associated with Pay Item Formation Water Disposal System.
- F. Cleaning of the storm water drains, drainage pipes, and/or outfall canals shall be performed by the CONTRACTOR following completion of construction activities. The costs should be included in the Lump Sum cost associated with Pay Item Formation Water Disposal System.

END OF SECTION

SECTION 02790

PRODUCTION WELL ACIDIZATION

PART I GENERAL

1.01 SCOPE OF WORK

- A. Furnish all labor, equipment and materials required for acidization.
- B. The CONTRACTOR shall provide superintendents in the field with acidization experience who meet the minimum requirements as outlined in the Bidder's questionnaire form.
- C. The CONTRACTOR shall provide redundancy in onsite field equipment required to safely perform acidization.
- D. The CONTRACTOR is advised that acid treatment and associated setup includes pumping acid into the well, monitoring of the well, and removal, treatment and disposal of spent acid until discharge water returns to a consistent and repeated pH measurement of 6.5 or higher. Once discharge water has returned to an acceptable pH and specific conductance, the CONTRACTOR shall perform a specific capacity test to determine whether additional acid treatment is required. The post acidization specific capacity test shall be performed at a rate equal to the pre-acidization specific capacity test and prior to setting up for pump development. Acidization treatment shall be considered complete upon inspection and approval by the HYDROGEOLOGIST. All costs associated with acid treatment, including setup for, placement and purging of spent acid water and initial specific capacity test are to be included in the unit price for acid treatment setup. The CONTRACTOR shall not bill against pump development nor pump testing for time spent purging the well to remove spent acid and/or return to an acceptable pH and specific conductance.
- E. Upon completion of successful acid treatment as accepted and approved by the HYDROGEOLOGIST, the CONTRACTOR shall remove the acid treatment setup and continue to subsequent rehabilitation tasks including well development. The CONTRACTOR shall allow for up to five (5) work days, from the time that spent acid has been removed from the well and performing specific capacity testing, for the HYDROGEOLOGIST to determine whether additional acid shall be injected.

1.02 SUBMITTALS

- A. Acidization header drawing including location of acid line, water injection line, gas bleed line, associated pressure gauges, and other access ports as needed to complete the scope of work.
- B. Prior to each well acidization, CONTRACTOR shall provide plan for acidization, temporary acid storage, containment and safety plan for approval by HYDROGEOLOGIST.
- C. Provide all chemical manufacturer information including NSF Standard 60 Certification and the Material Safety Data Sheets (MSDS) for all chemicals proposed for use in the well.
- D. Provide acid transportation manifests and load weight tickets.

PART II PRODUCTS

2.01 ACID

- A. Furnish HYDROGEOLOGIST approved quantity of 20 Baume strength, 32 percent hydrochloric acid (food service grade) per well. The quantity of acid to be used for acid treatment will be determined by the HYDROGEOLOGIST
- B. The CONTRACTOR shall ensure proper design and containment of acid pumps, hoses, fittings and storage tanks and secondary containment to prevent spillage.
- C. Place chemical resistant PacTank (or equivalent) portable spill containment berm on ground where chemical transports and tanks are to be spotted. Additional containment berm shall be placed along hose routes, beneath hoses and fittings.

2.02 SODIUM BICARBONATE

- A. Furnish sufficient sodium bicarbonate to manually distribute around the wellhead, acid hoses, valves and truck to neutralize any acid in the event of a spill.
- B. After acidization, prepare a sodium bicarbonate solution to raise the pH of the well development water to an acceptable level for disposal (pH between 6.5 and 8.5). pH testing shall be performed by the CONTRACTOR under the direction of the HYDROGEOLOGIST.

2.03 ACID WELLHEAD

- A. The construction wellhead design for purposes of acid treatment shall include at a minimum the following components.
 - 1. All fittings, ports and components shall provide a tight seal up to 100 psi. All access ports shall be fitted with isolation valves.
 - 2. Shall facilitate the installation of steel acid tubing to a setting depth within the production zone.
 - 3. Shall be capable of accepting water (backside water) near the top of the well casing and independent of the acid tubing and gas blowoff ports. The water injection location within the well shall be submerged at all times prior to, during and after acid treatment. The backside water discharge port shall be a minimum diameter of 2 inches
 - 4. Shall facilitate the release of gas during excessive pressure buildup inside the well (gas blowoff). The gas blowoff port shall be located above the backside water injection port. The gas blowoff pipe shall be extended a minimum of 50 feet away from the work area, downwind from any potential immediate receptor and downwind of the designated safety zone.
 - 5. Shall facilitate pressure monitoring at all times. Pressures shall be measured at or immediately below the gas blowoff port location. CONTRACTOR shall furnish and install appropriate instrumentation and material to monitor pressures within the designated acid treatment safety zone.

PART III EXECUTION

3.01 PROCEDURE SEQUENCE

- A. The CONTRACTOR shall perform acid treatment of the production wells as designated by the OWNER.
- B. Each well will be treated using 10,000 gallons of 20 Baume strength acid. The amount of acid used may be adjusted based on results and individual well conditions as determined by the HYDROGEOLOGIST.
- C. Only one well shall be permitted to be out of service for rehabilitation at a given time unless otherwise specifically approved in writing by the OWNER.
- D. Coordinate with OWNER'S water plant operations staff to remove the OWNER selected well to be acidized from service, isolate the well from the

raw water main and disconnect power. Confirm with OWNER that power is disconnected, locked and tagged out. Review the CONTRACTOR plan for the removal and security of OWNER's well pumping equipment with the OWNER.

- E. Each well shall be treated at a strength determined by the HYDROGEOLOGIST between a minimum strength of 1% hydrochloric acid and a maximum strength of 32% (20 Baume) hydrochloric acid. The CONTRACTOR shall include in the acidization plan the proposed procedure for adjusting the acid strength onsite. The plan shall include proposed methods to minimize degassing of the acid during mixing. The blend of hydrochloric acid outlined in the CONTRACTOR's acidization plan shall be based on requested blend ratios per the HYDROGEOLOGIST. The actual blend rate shall be dependent upon each individual well response to acid procedure in the field.
- F. The amount and strength of acid used may be adjusted based on results and individual well conditions as determined by the HYDROGEOLOGIST.
- G. The CONTRACTOR shall furnish and be capable of installing a sufficient length of steel acid tubing inside the well to place the base of tubing at any depth (down to the total depth of the well), as directed by the HYDROGEOLOGIST. Final length of drop tubing will be determined by the HYDROGEOLOGIST primarily based on the review of the pre-acidization video survey. The drop tubing shall be attached to a temporary CONTRACTOR provided water tight assembly. The CONTRACTOR provided temporary acidization wellhead assembly shall have access for drop tubing, a two-inch water injection line, a gas only relief line at the top of the wellhead; fluid relief line; and a pressure gage fitting.
- H. All access ports shall be fitted with isolation valves. The wellhead shall provide a tight seal up to 100 psi. Provide and install a pressure gage on the wellhead to monitor pressure at the wellhead.
- I. Set up systems and controls required for acidization including, but not limited to, temporary acid storage, containment, formation water treatment and disposal system, tanks, equipment, etc. required for acidization, monitoring, purging, neutralization and control as outlined in the CONTRACTOR's approved plan. The formation water treatment system shall be adequately sized so that acid can be removed from the well in one (1) day. The CONTRACTOR shall coordinate with the HYDROGEOLOGIST for inspection and approval of the setup prior to acidization of the well.
- J. Pump the HYDROGEOLOGIST approved quantity and strength of acid through the drop tubing. The pumping method shall not introduce ambient

air into the well. At all times the wellhead pressure shall be monitored and shall not exceed 50 psi. All equipment and materials must be approved by the HYDROGEOLOGIST.

- K. It is the intent of these specifications to allow for two methods of acidizing. One method includes injecting "high strength" (32%) acid with a shorter pumping duration and another method includes continuously injecting a weaker "blended acid" for a longer duration (up to 24 hours of continuous injection). The HYDROGEOLOGIST will coordinate with the CONTRACTOR on the initial acid method to be implemented prior to the CONTRACTOR setting up the acid equipment. The HYDROGEOLOGIST may require a different method based on the results of the first acid injection, should additional acidization be deemed necessary. The CONTRACTOR shall be capable of injecting acid at an approximate rate of 200 gpm (for a high strength acid) and be capable of injecting blended acid and water at a low rate for a duration up to 24 hours (for a lower strength acid).
- L. Provide adequate water supply to pump up to three (3) well casing volumes of chase water, plus the drop tubing capacity. This volume may be more or less depending on conditions and the acid reaction. The chase water shall be metered and pumped into the well simultaneously through the drop tubing and through the casing. The pumping rate shall be a minimum 200 gpm or as designated by the HYDROGEOLOGIST. Chase water shall be potable water, chlorinated to 1 mg/l available chlorine. Pump equipment must be capable of overcoming maximum pressure at wellhead if pressure increases during acidization procedure.
- M. If a second acid pump is to be performed, the CONTRACTOR shall purge the spent acid from the well between acid pumps until pH of the purged water is no less than 6.5, or as directed by the HYDROGEOLOGIST. The CONTRACTOR shall also perform a specific capacity test between acid pumps.
- N. Following acidization, the CONTRACTOR shall remove spent acid continuously and purge water shall have a pH of 6.5 within one (1) day of completing the acid injection.
- O. Casing pressures shall be monitored continuously by the CONTRACTOR for at least 6 hours following acid treatment or until pressures stabilize in the well, whichever is greater. If wellhead pressure increases during the monitoring period, the CONTRACTOR shall pump additional chase water into the well using the same method as Paragraph I. Excess gas pressure shall be bled off only if water injection does not dissipate pressure. A gas relief pipe shall be extended a minimum of 50 feet away from the work area, down wind from any potential immediate receptor.

- P. Using the drop tubing, a water sample shall be collected by the HYDROGEOLOGIST for analysis 12 hours after completion of acid treatment. If required by the HYDROGEOLOGIST, the CONTRACTOR shall pump additional chase water into the well using the same method as Paragraph I.
- Q. Discharge well through the formation water disposal connection until water is clear with a pH of 6.5 or higher. Water with a pH below 6.5 shall be contained and treated using a sodium bicarbonate solution to neutralize residual acid or be removed from the site. Treated water shall only be discharged from the holding tank after approval by the HYDROGEOLOGIST. All discharge to the outfall location shall comply with all applicable discharge permits. CONTRACTOR shall remove spent acid within one (1) day.
- R. Purging of spent acid shall be considered complete when discharge water from the well is clear with a pH of 6.5 or higher, the specific conductance of the well is comparable to pre-acid treatment specific conductance values, and a specific capacity test has been conducted on the well to determine if additional acid treatment is necessary.
- S. The specific capacity test shall be performed using a calibrated flowmeter to measure flow rates. The CONTRACTOR shall also furnish and implement a secondary method to measure flow rates as approved by the HYDROGEOLOGIST. An acceptable secondary method could include an orifice weir and manometer, volumetric method and/or other methods approved by the HYDROGEOLOGIST.
- T. The CONTRACTOR shall provide a manometer tube for manual measurement of static water levels and flowing/pumping water levels above land surface. The CONTRACTOR shall provide a method of erecting the tube and also provide access for water level measurement throughout the specific capacity test.
- U. The specific capacity test shall be performed at a rate equal to the pre-acidization specific capacity test. The CONTRACTOR's discharge setup shall be capable of lowering water levels in the well to within one (1) foot above the top of the temporary wellhead discharge line during the specific capacity test. CONTRACTOR shall install and operate additional booster pumps as necessary.

END OF SECTION

SECTION 02800

FLORIDAN AQUIFER WELL "KILL"

PART I GENERAL

1.01 SCOPE OF WORK

- A. The CONTRACTOR will lower the artesian head in the Floridan Aquifer production well using a concentrated salt water solution as specified herein.
- B. Furnish all labor, equipment and materials required to "kill" the well.

1.02 SUBMITTALS

- A. Provide documentation on manufacturer of salt, type and the MSDS.
- B. Submit calculations to determine the estimated amount of salt needed to lower artesian head to the OWNER approved level.

PART II PRODUCTS

2.01 SALT

Furnish granular salt in 200 lb. sacks or as approved by the HYDROGEOLOGIST. Estimated quantity of salt needed shall be calculated by the CONTRACTOR and submitted as required above.

PART III EXECUTION

3.01 GENERAL REQUIREMENTS

- A. All equipment and materials must be approved by the HYDROGEOLOGIST.
- B. Provide adequate potable water, chlorinated to 1 mg/l available chlorine for mixing salt solution. Tanks shall be clean and non ferrous material.
- C. Salt shall be completely dissolved prior to emplacement into well.
- D. Installation of solution shall continue until artesian level is at least 10 feet below land surface but not greater than 40 feet below land surface.
- E. At the direction of the HYDROGEOLOGIST, salt concentrate solution shall

be removed from the well by pumping and shall be disposed by the CONTRACTOR using an approved method and at no additional cost to the OWNER. Salt concentration that will be re-used within a well during a rehabilitation procedure should be retained by the CONTRACTOR in a safe, approved storage container until completion of the rehabilitation procedure.

- F. Salt concentrate solution shall not be removed from the well by adding freshwater to the top of the well to "roll" the salt plug. Removal of salt concentrate solution shall be complete when discharge water has returned to background conductivity as tested prior to emplacement of salt concentrate solution or as determined by HYDROGEOLOGIST.
- G. Prior to demobilizing from the well site, the CONTRACTOR shall have returned artesian level to original static condition or to level approved by the HYDROGEOLOGIST.

END OF SECTION



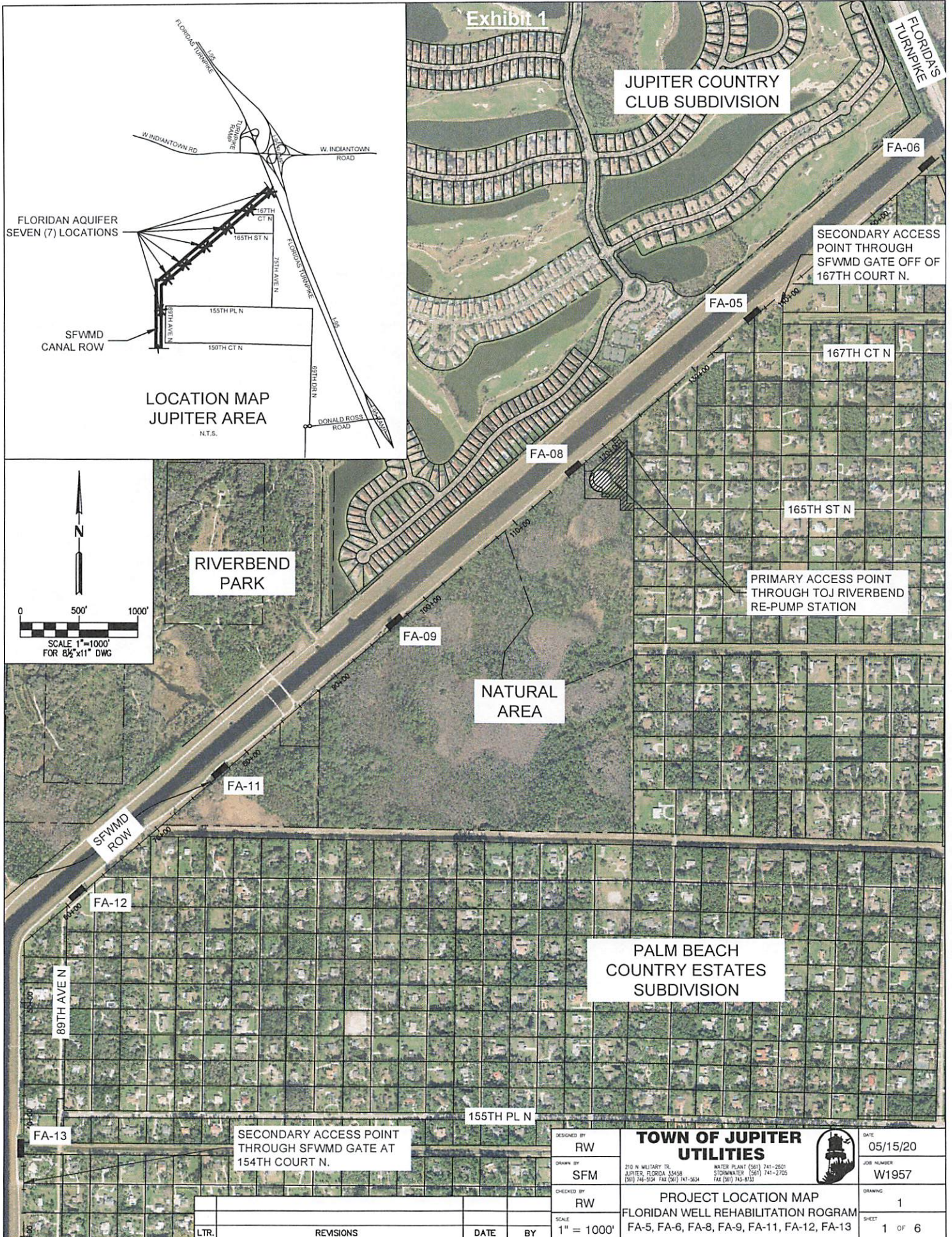
APPENDICES

TABLE 1
TOWN OF JUPITER
FLORIDAN WELL CONSTRUCTION DETAILS

Well #	Casing Details			Completion Details					Total Depth (feet)
	Type (material)	Dia. (inches)	Depth (feet)	Type (material)	Dia. (inches)	Interval (feet)	Top of Riser (feet bls)	Gravel Pack Size or Type	
RO-2	Fiberglass	16	1032	Open hole	16	1032-1420	NA	NA	1420
RO-3	Fiberglass	16	1017	Open hole	16	1017-1500	NA	NA	1500
RO-4	PVC	12	1065	Open hole	16	1065-1373	NA	NA	1373
RO-5	Fiberglass /SS	12/8	1024/1451	Open hole	12	1451-1665	NA	NA	1665
RO-6	PVC	16/12	70/1465	Open hole	18/10	1465-1668, 1668-1825	NA	NA	1825
RO-7	PVC	16/12	1330	Open hole	18	1330-1663	NA	NA	1663
RO-8	PVC	16/12	1295	Open hole	18	1295-1540	NA	NA	1540
RO-9	PVC	16/12	1235	Open hole	18	1235-1520	NA	NA	1520
RO-10	PVC	16/12	1224	Open hole	18	1224-1617	NA	NA	1617
RO-11	PVC	17.4	1190	Open hole	14	1190-1453	NA	NA	1453
RO-12	PVC	17.4	1170	Open hole	14	1170-1411	NA	NA	1411
RO-13	PVC	17.4	1145	Open hole	14	1145-1355	NA	NA	1355

SS – Stainless Steel

bls – Below land surface



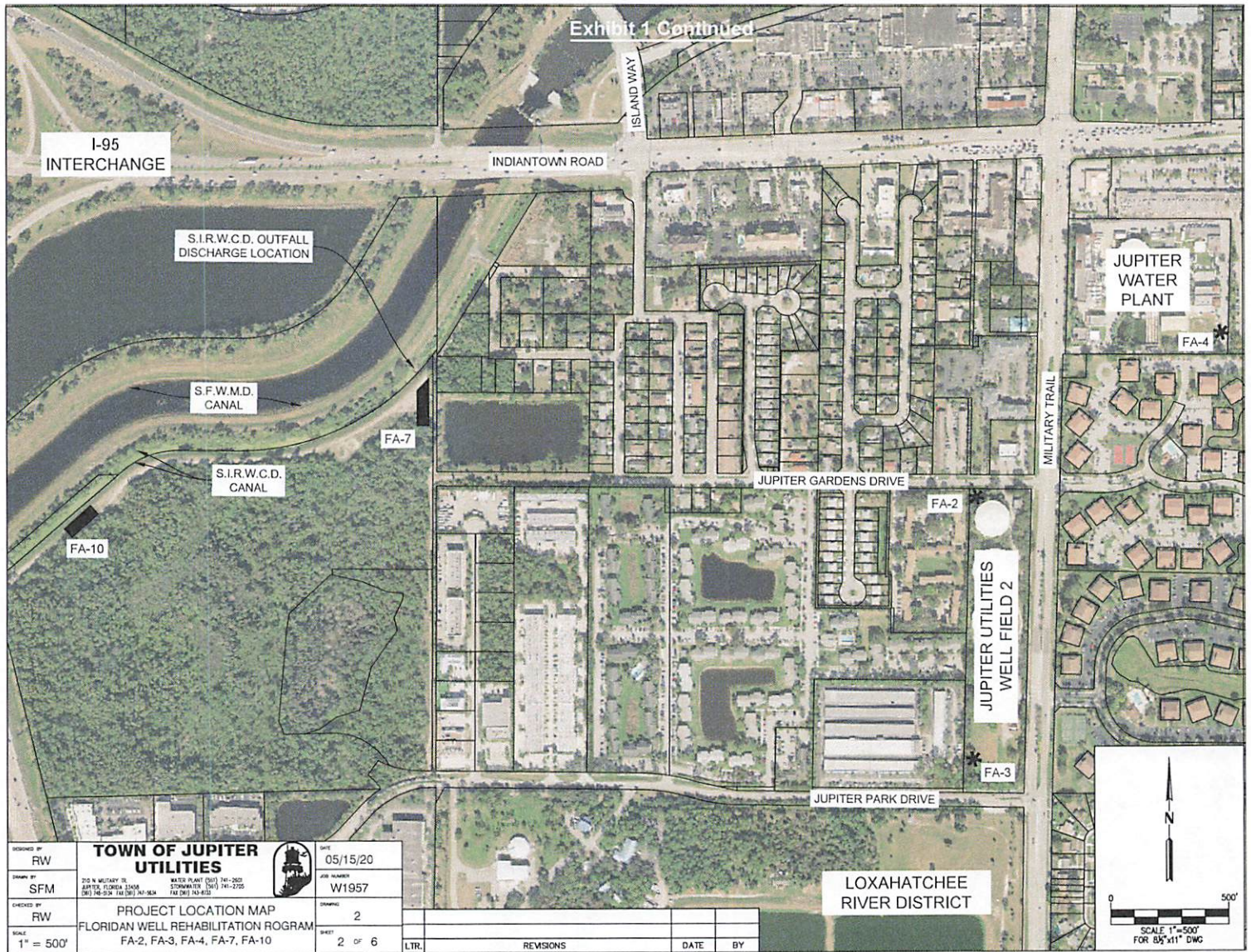
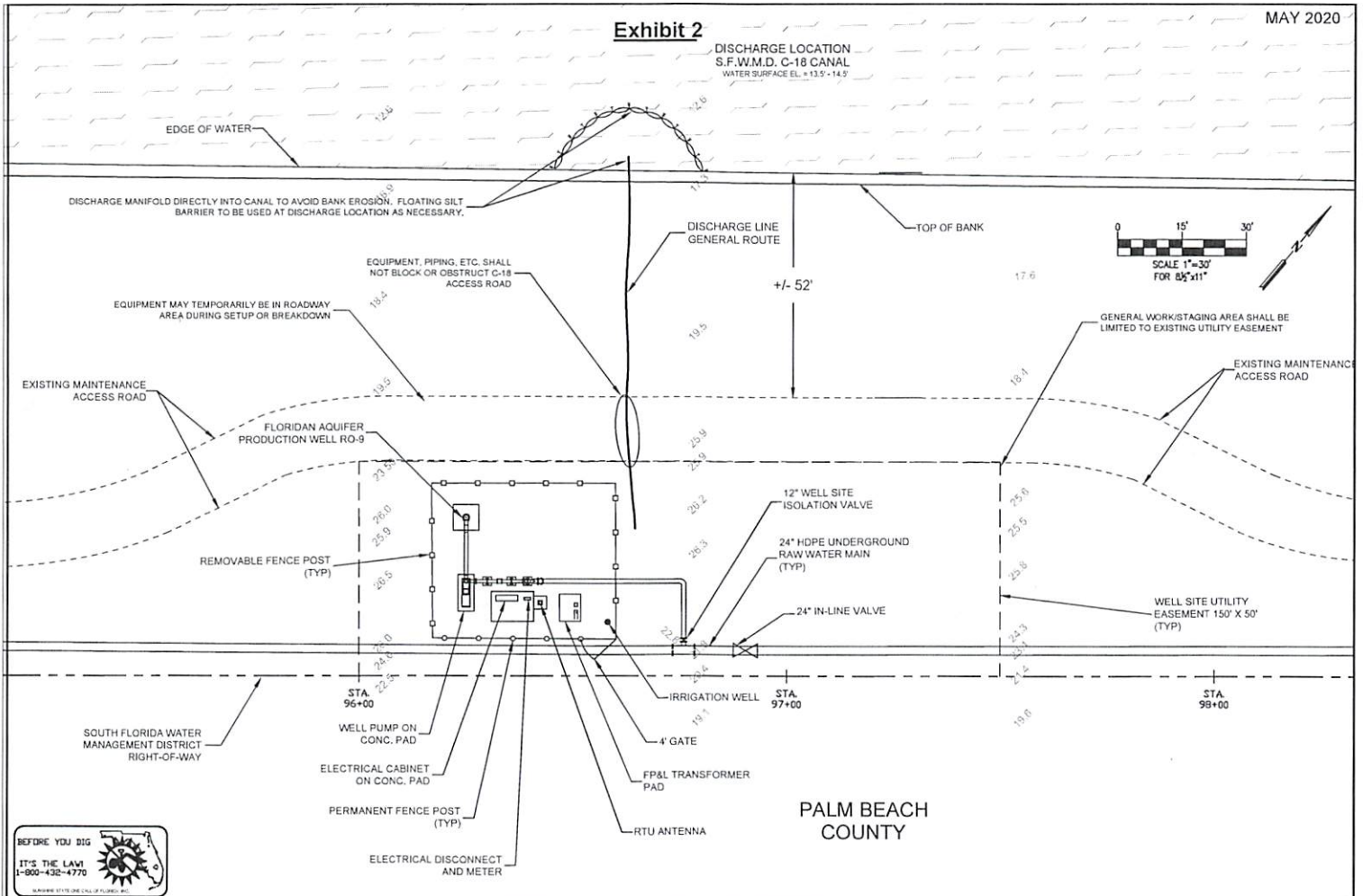


Exhibit 2

MAY 2020



			DESIGNED BY RW	TOWN OF JUPITER UTILITIES 210 N MILITARY TR. JUPITER, FLORIDA 33458 (561) 746-5134 FAX (561) 747-5634		FLORIDIAN WELL REHABILITATION PROGRAM SITE PLAN FA-9	DATE 05/15/20
			DRAWN BY SFM				JOB NUMBER W1957
			CHECKED BY RW				DRAWING 3
NO.	REVISIONS	DATE	SCALE 1" = 30'	SHEET 3 OF 6			

©TOWN OF JUPITER

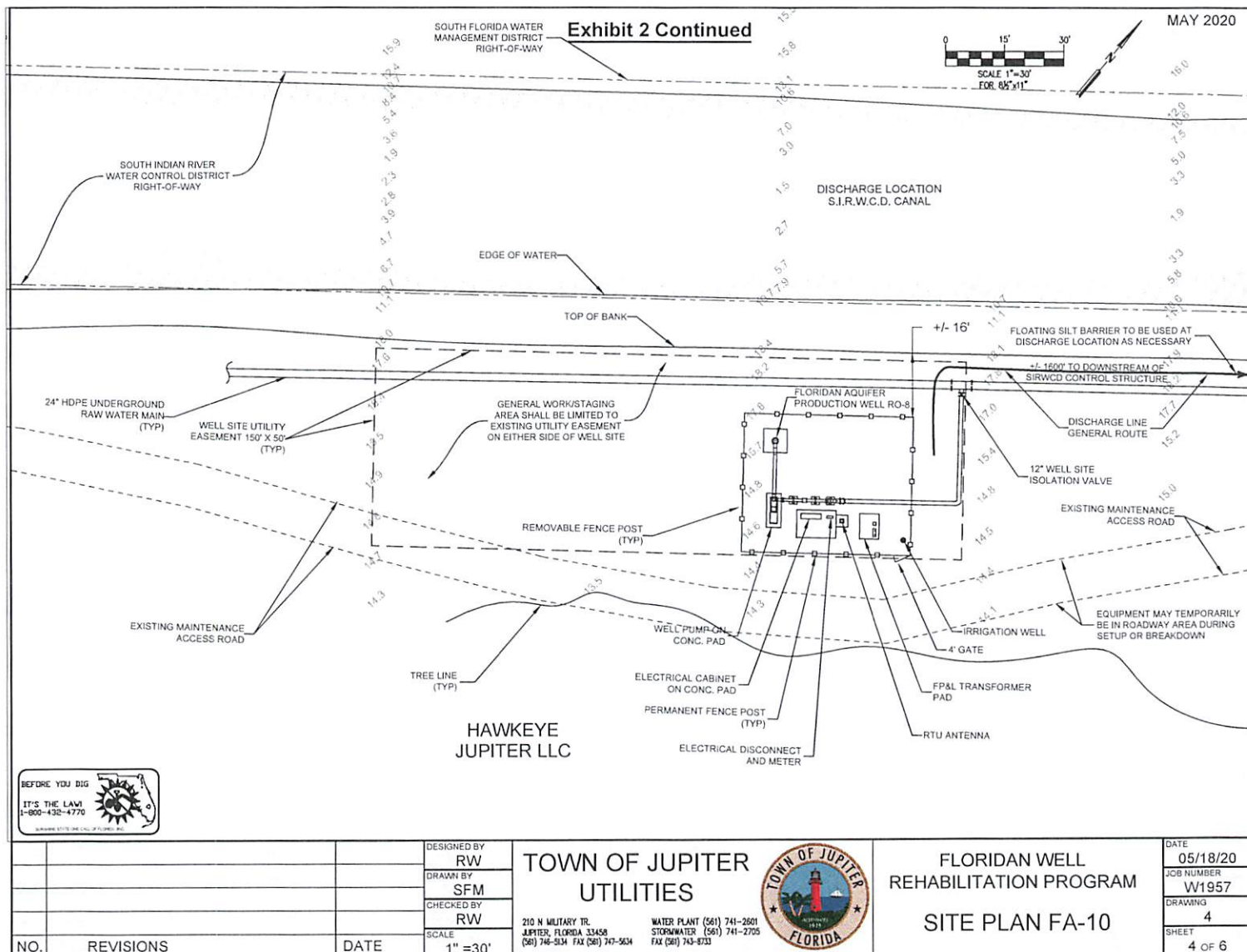
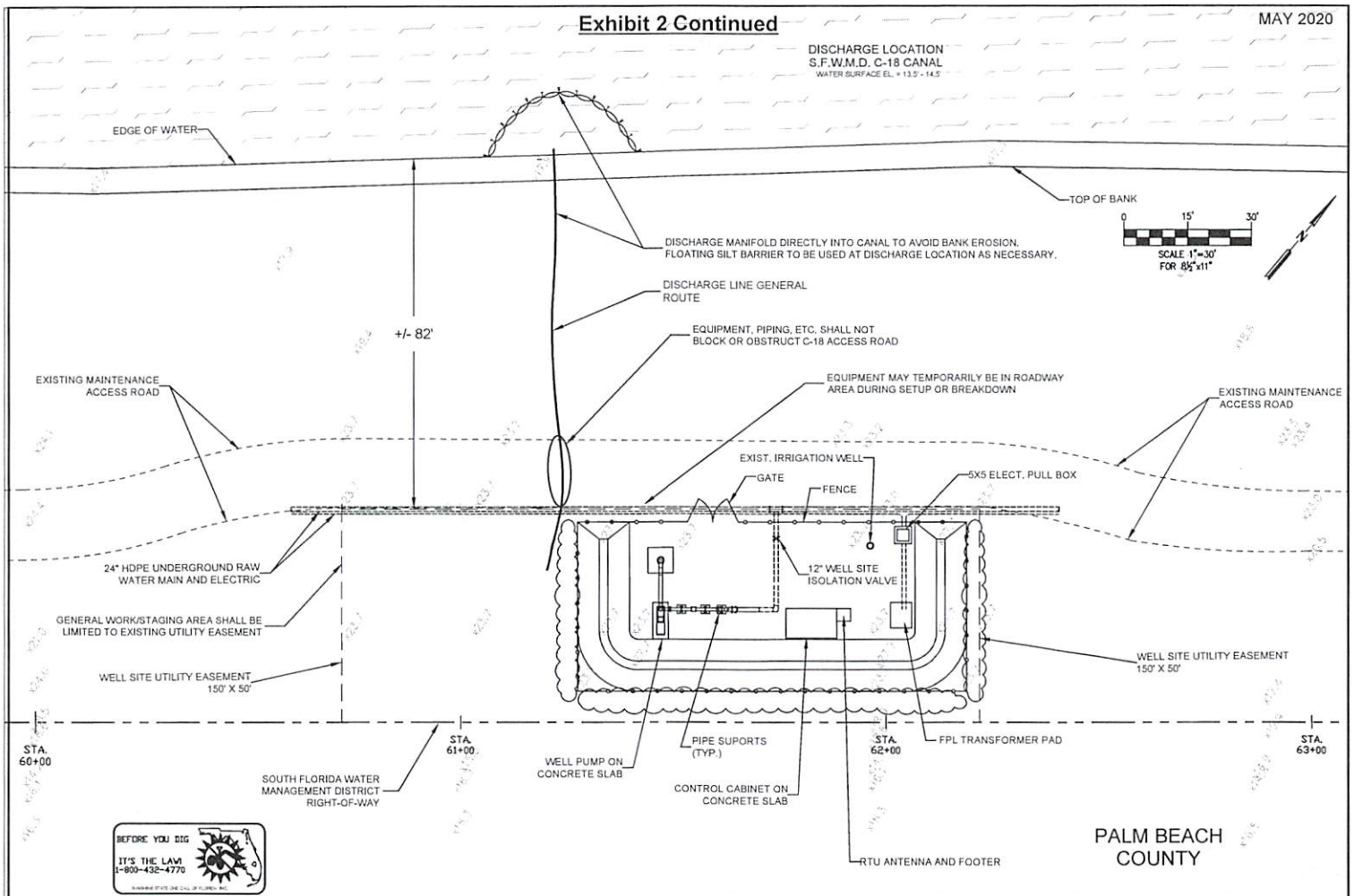


Exhibit 2 Continued

MAY 2020



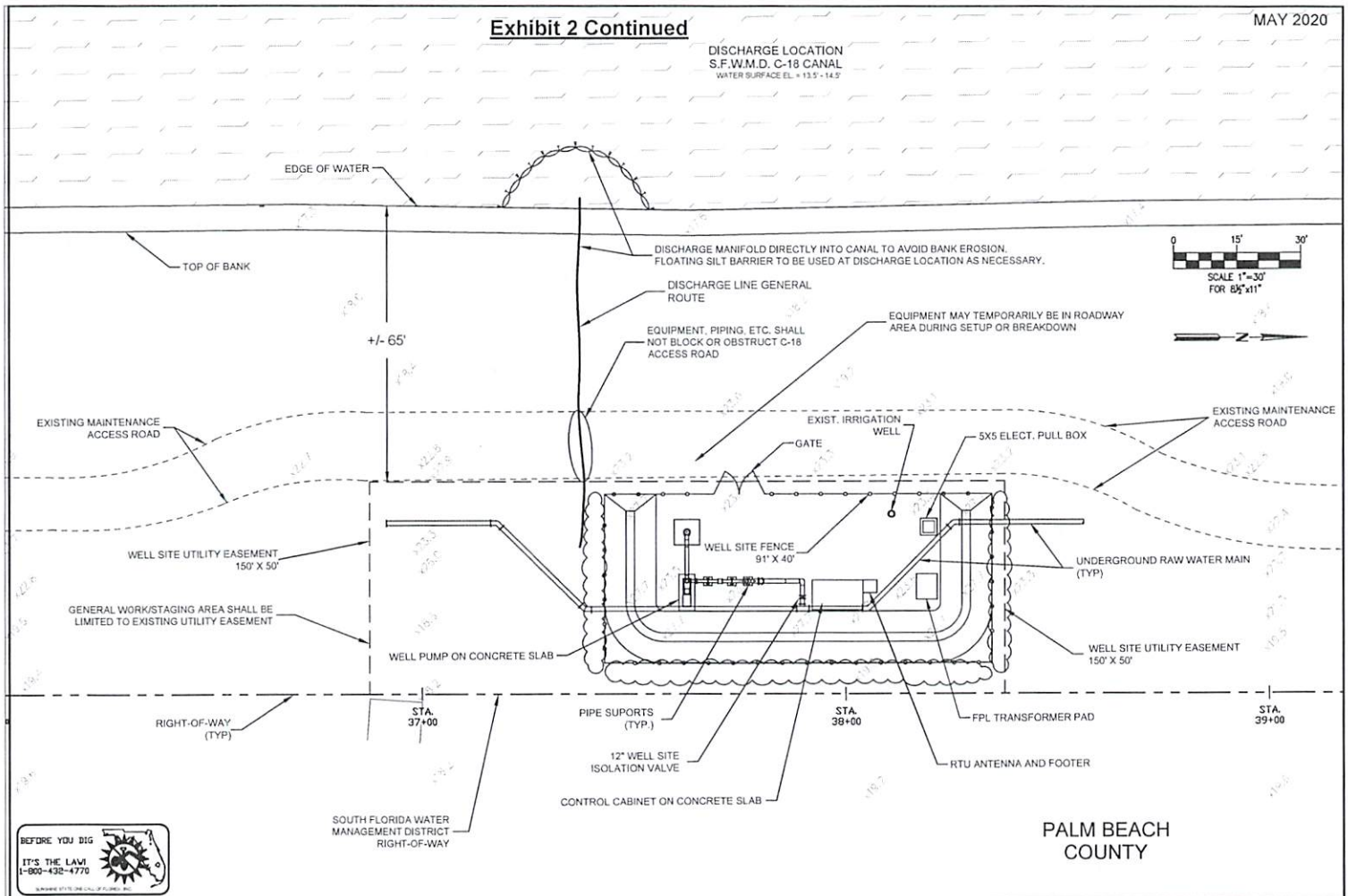
			DESIGNED BY RW	TOWN OF JUPITER UTILITIES 210 N MILITARY TR. JUPITER, FLORIDA 33458 (888) 746-5134 FAX (888) 747-5634 WATER PLANT (561) 741-2601 STORMWATER (561) 741-2705 FAX (561) 743-8733 	FLORIDAN WELL REHABILITATION PROGRAM		DATE 05/15/20
			DRAWN BY SFM		JOB NUMBER W1957		
			CHECKED BY RW		DRAWING 5		
			SCALE 1" = 30'		SHEET 5 OF 6		
NO.	REVISIONS	DATE					

©TOWN OF JUPITER

Exhibit 2 Continued

MAY 2020

DISCHARGE LOCATION
S.F.W.M.D. C-18 CANAL
WATER SURFACE EL. = 13.5' - 14.9'



DESIGNED BY
RW
DRAWN BY
SFM
CHECKED BY
RW
SCALE
1" = 30'

TOWN OF JUPITER UTILITIES

210 N. MILITARY TR.
JUPITER, FLORIDA 33458
(561) 746-9134 FAX (561) 747-5634

WATER PLANT (561) 741-2601
STORMWATER (561) 741-2705
FAX (561) 743-8733



FLORIDIAN WELL REHABILITATION PROGRAM SITE PLAN FA-13

DATE
05/15/20
JOB NUMBER
W1957
DRAWING
6
SHEET
6 OF 6

NO. REVISIONS

DATE

©TOWN OF JUPITER

Exhibit 3



SFWMD NOTICE GENERAL PERMIT NO. 14754
(NON-ASSIGNABLE)

DATE ISSUED:

Rev: 9/99

AUTHORIZING: TEMPORARY ACCESS FOR WELL REHABILITATION WORK WITHIN THE EAST AND SOUTHEAST RIGHT OF WAY OF C-18E FROM 154TH ROAD NORTH TO RIVERBEND RE-PUMP STATION (APPROX. 1.6 MILES) FOR THE TOWN OF JUPITER FLORIDAN AQUIFER WELLS (FA-08 THROUGH FA-13).

LOCATED IN: PALM BEACH COUNTY, SECTION 8 & 17 TOWNSHIP 41S RANGE 42E

ISSUED TO:

This permit is issued pursuant to Application No. _____ dated _____ and permittee's agreement to hold and save the South Florida Water Management District and its successors harmless from any and all damages, claims or liabilities which may arise by reason of the construction, maintenance or use of the work or structure involved in the Permit. Said application, including all plans and specifications attached thereto, is by reference made a part hereof. The permittee, by acceptance of this permit, hereby agrees that he/she shall promptly comply with all orders of the District and shall alter, repair or remove his/her use solely at his/her expense in a timely fashion. Permittee shall comply with all laws and rules administered by the District. This permit does not convey to permittee any property rights nor any rights or privileges other than those specified herein, nor relieve the permittee from complying with any law, regulation, or requirement affecting the rights of other bodies or agencies. All structures and works installed by permittee hereunder shall remain the property of the permittee.

This permit is issued by the District as a revocable license to use or occupy District works or lands. It does not create any right or entitlement, either legal or equitable, to the continued use of the District works or lands. Since this permit conveys no right to the continued use of the District works or lands, the District is under no obligation to transfer this permit to any subsequent party. By acceptance of this permit, the permittee expressly acknowledges that the permittee bears all risk of loss as a result of revocation of this permit.

WORK PROPOSED MUST BE COMPLETED ON OR BEFORE May 31, 2019.

Otherwise, this permit is void and all rights there under are automatically canceled unless permittee applies for, in writing, a request for extension to the construction period and such request is received by the District on or before the expiration date and such request is granted, in writing, by the District.

SPECIAL CONDITIONS (SPECIFIC PROJECT CONDITIONS) AND LIMITING CONDITIONS ON ATTACHED SHEETS ARE A PART OF THIS DOCUMENT.

FILED ON May 31, 2017
BY Elin Cueto
DEPUTY CLERK

BY: John Hixenbaugh
John Hixenbaugh, J.D., AICP CUD
Section Administrator
Right of Way Section

Original Mailed to Permittee on 5-31-17 by Elin Cueto.

C: Kevin Ryan
WEST PALM BEACH FIELD STATION
(561) 791-4100, Extension 4109

Copy to: Town of Jupiter Utilities Dept.
210 Military Trail
Jupiter, FL 33458
Attn: Rebecca Wilder

SPECIAL CONDITIONS ARE AS FOLLOWS:

1. PRIOR TO COMMENCEMENT OF CONSTRUCTION OR UTILIZATION OF THE DISTRICT'S RIGHT OF WAY THE PERMITTEE IS REQUIRED TO CONTACT THE DISTRICT'S FIELD REPRESENTATIVE LISTED ON THE FACE OF THIS PERMIT AND SCHEDULE A PRE-CONSTRUCTION MEETING. PERMITTEE SHALL PREPARE AND PRESENT AT THE PRE-CONSTRUCTION MEETING: A. A LIST OF 24 HOUR CONTACT PERSONNEL. THE LIST SHALL INCLUDE THE CONTRACTOR AND DESIGNER, THEIR TITLES AND TELEPHONE NUMBERS FOR OFFICE, MOBILE, BEEPER, HOME OR LOCAL RESIDENCES. B. A WRITTEN INVENTORY OF THE TYPE OF VEHICLES, CONSTRUCTION EQUIPMENT, OTHER MACHINERY AND MATERIALS WHICH WILL BE LOCATED WITHIN THE DISTRICT'S RIGHT OF WAY. C. WRITTEN PROCEDURES FOR THE CLEARING OF ALL CONSTRUCTION MATERIALS, MACHINERY, EQUIPMENT AND VEHICLES FROM THE CANAL AND THE AREA IMMEDIATELY ADJACENT TO THE CANAL WITHIN 24 HOURS NOTICE FROM THE DISTRICT. D. A LIST CONTAINING THE NAMES AND CONTACT NUMBERS OF THE INDIVIDUALS RESPONSIBLE FOR THE VARIOUS OPERATIONS INVOLVED IN THE CLEARING PROCEDURES.
2. IMMEDIATELY UPON COMPLETION OF THE AUTHORIZED WORK, THE PERMITTEE SHALL CONTACT THE DISTRICT'S FIELD REPRESENTATIVE LISTED ON THE FACE OF THIS PERMIT SO THAT A FINAL INSPECTION MAY BE SCHEDULED.
3. AT NO TIME SHALL THE CANAL BE BLOCKED OR FLOWS OTHERWISE RESTRICTED OR IMPEDED. THIS RESTRICTION SHALL INCLUDE, BUT NOT BE LIMITED TO, THE USE OF DAMS OR FILL IN THE CANAL DURING ALL PHASES OF CONSTRUCTION AND ANY SUBSEQUENT FUTURE MAINTENANCE OPERATIONS.
4. IF STORM, HURRICANE OR EMERGENCY CIRCUMSTANCES ARE DEVELOPING, THE DISTRICT WILL ATTEMPT TO PROVIDE A FORTY-EIGHT (48) HOUR NOTICE. THE PERMITTEE WILL BE CONTACTED BY TELEPHONE OR A VISIT TO THE CONSTRUCTION SITE WHEREIN THE PERMITTEE WILL BE INFORMED OF THE EMERGENCY SITUATION. THE PERMITTEE IS PUT ON NOTICE THAT THE 48-HOUR NOTICE IS A WARNING THAT THE DISTRICT MAY OR MAY NOT BE ABLE TO PROVIDE TO THE PERMITTEE.
5. IF STORM, HURRICANE OR EMERGENCY CIRCUMSTANCES HAVE DEVELOPED, THE DISTRICT WILL CALL BY TELEPHONE OR VISIT THE SITE TO PLACE THE PERMITTEE ON A 24-HOUR ALERT. AT THIS TIME THE PERMITTEE AND THE PERMITTEE'S CONTRACTOR(S) AND SUB-CONTRACTOR(S) MUST BEGIN SECURING THE PROJECT SITE PER THE DISTRICT APPROVED CONTINGENCY PLANS.
6. IT SHOULD BE NOTED THAT THE DISTRICT'S HURRICANE, STORM EVENT AND/OR EMERGENCY ALERT MAY DIFFER FROM THE NATIONAL HURRICANE CENTER OR THE LOCAL NEWS AND WEATHER. THE DISTRICT TAKES INTO CONSIDERATION THE NUMEROUS FACTORS CONCERNING CONSTRUCTION WITHIN THE CHANNEL AND CANAL RIGHTS OF WAY. AS SUCH UPON THE DISTRICT'S NOTIFICATION TO THE PERMITTEE OF A PENDING EMERGENCY, STORM EVENT OR HURRICANE, THE PERMITTEE HAS TWENTY-FOUR (24) HOURS OR LESS TO COMPLY WITH DISTRICT ORDERS AND THE PREVIOUSLY SUBMITTED DISTRICT APPROVED CONTINGENCY PLAN.
7. THIS TEMPORARY AUTHORIZATION IS FOR THE USE OF THE PERMITTEE AND THE PERMITTEE'S CONTRACTOR(S)/SUB-CONTRACTOR(S) ONLY.
8. THE PERMITTEE AND/OR THE PERMITTEE'S CONTRACTORS SHALL MAINTAIN THE DISTRICT'S VEHICULAR ACCESS AT ALL TIMES THROUGHOUT THE PROJECT LIMITS. IF, IN THE PERMITTEE'S OPINION, IT WILL BE NECESSARY FOR THE DISTRICT'S VEHICULAR ACCESS TO BE BLOCKED, IMPEDED OR ALTERED AT ANY TIME, PERMITTEE SHALL SUBMIT A WRITTEN REQUEST TO THE DISTRICT SETTING FORTH THE PROPOSED ACTIVITIES THAT WILL RESULT IN OBSTRUCTION OF THE RIGHT OF WAY AND THE DATES THAT THE RIGHT OF WAY WILL BE RENDERED INACCESSIBLE. WRITTEN PERMISSION FROM THE DISTRICT SHALL BE REQUIRED PRIOR TO COMMENCEMENT OF PERMITTEE'S PROPOSED OBSTRUCTION OF THE RIGHT OF WAY.
9. PERMITTEE SHALL BE RESPONSIBLE FOR LOCKING THE DISTRICT'S ACCESS GATE UPON ENTERING AND LEAVING THE DISTRICT'S RIGHT OF WAY. PERMITTEE SHALL TAKE ALL NECESSARY MEASURES TO PRECLUDE THE GENERAL PUBLIC FROM ACCESSING THE RIGHT OF WAY WITH MOTORIZED VEHICLES.
10. THE PERMITTEE IS RESPONSIBLE FOR POSTING A WATCHMAN AT THE DISTRICT'S VEHICULAR ACCESS GATE DURING ANY WORKING HOURS THAT THE GATE REMAINS OPEN. AT NO TIME SHALL AN OPEN DISTRICT GATE BE LEFT UNATTENDED.
11. THE PERMITTEE SHALL UTILIZE TURBIDITY BARRIERS DURING CONSTRUCTION ACTIVITY IN CONFORMANCE WITH APPLICABLE REGULATIONS.
12. THE PERMITTEE SHALL BE RESPONSIBLE FOR THE REMOVAL OF TURBIDITY BARRIERS LOCATED WITHIN THE CANAL WITHIN 48 HOURS NOTICE FROM THE DISTRICT. IF IN THE DISTRICT'S OPINION, STORM CONDITIONS OR EMERGENCY CIRCUMSTANCES ARE DEVELOPING, THE REMOVAL OF THE TURBIDITY BARRIERS SHALL BE COMPLETED WITHIN 12 HOURS OF NOTICE FROM THE DISTRICT.
13. THE TEMPORARY DISCHARGE PIPE INTO THE C-18 CANAL SHALL BE PROPERLY ANCHORED AND POSITIONED TO PREVENT EROSION OR WASHOUTS ALONG THE CANAL BANK IN ACCORDANCE WITH DETAIL NUMBER 1 ATTACHED TO THIS PERMIT.

CONTINUED SPECIAL CONDITIONS ARE AS FOLLOWS:

14. ALL DISCHARGES INTO THE C-18 CANAL SHALL MEET STATE WATER QUALITY STANDARDS AND BE CONDUCTED IN ACCORDANCE WITH THE BEST MANAGEMENT PLAN FOR DISCHARGE OF GROUNDWATER FROM DEWATERING OPERATIONS - FDEP DOCUMENT 62-621.300 (2)(b) ATTACHED TO THIS PERMIT.
15. THE ACID DELIVERY AND NEUTRALIZATION TREATMENT SYSTEM SHALL HAVE SECONDARY CONTAINMENT OF SUFFICIENT AREA AND VOLUME TO PREVENT THE RELEASE OF ACID, SODA ASH OR OTHER CHEMICALS INTO THE ENVIRONMENT IN THE EVENT OF A SPILL.
16. IF NECESSARY, PERMITTEE SHALL TEMPORARILY CEASE DISCHARGES INTO THE CANAL AND REMOVE RAMP AND DISCHARGE PIPE CROSSING THE DISTRICT'S MAINTENANCE ACCESS ROAD TO ACCOMMODATE ACCESS FOR DISTRICT EQUIPMENT.
17. NO VEHICULAR MAINTENANCE/REPAIR ACTIVITIES OR SUBSTANCES OR PARTS ASSOCIATED WITH THE REPAIR OR MAINTENANCE OF VEHICLES/EQUIPMENT WILL TAKE PLACE, BE USED, STORED OR DISCARDED WITHIN THE RIGHT OF WAY NOR SHALL THE DISTRICT'S RIGHT OF WAY BE USED FOR STORAGE OR PARKING OF EQUIPMENT, ASSOCIATED MACHINERY OR CONSTRUCTION TRAILERS.
18. NO FUEL STORAGE OR FUELING OF EQUIPMENT OR VEHICLES IS AUTHORIZED WITHIN THE DISTRICT'S RIGHT OF WAY.
19. THE FINANCIAL ASSURANCE IN THE AMOUNT OF \$15,000 POSTED WITH THE DISTRICT SHALL BE MAINTAINED BY THE PERMITTEE AND SHALL NOT BE RELEASED BY THE DISTRICT UNTIL SUCH TIME AS ALL ACTIVITIES WITHIN THE DISTRICT'S RIGHTS OF WAY HAVE CEASED, THE RIGHT OF WAY RESTORED TO THE SATISFACTION OF THE DISTRICT, AND THE PERMITTEE IS NOTIFIED BY THE DISTRICT THAT SAID FINANCIAL ASSURANCE MAY BE RELEASED.
20. THE PERMITTEE SHALL MAINTAIN INSURANCE COVERAGE TO THE AMOUNTS AND LIMITS SPECIFIED BY THE DISTRICT THROUGHOUT THE DURATION OF THE PERMIT AND IS RESPONSIBLE FOR PROVIDING THE DISTRICT WITH RENEWED/UPDATED CERTIFICATES REFERENCE PERMIT NUMBER 14754 AND SENT TO THE ATTENTION OF RIGHT OF WAY PERMITTING SECTION. INSURANCE COVERAGE WILL REMAIN IN EFFECT UNTIL SUCH TIME AS ALL ACTIVITIES WITHIN THE DISTRICT'S RIGHT OF WAY HAVE CEASED, THE RIGHT OF WAY RESTORED TO THE SATISFACTION OF THE DISTRICT AND THE PERMITTEE IS NOTIFIED BY THE DISTRICT THAT INSURANCE COVERAGE MAY BE CANCELLED.
21. THE PERMITTEE IS ADVISED THAT FAILURE TO MAINTAIN THE RIGHT OF WAY IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE PERMIT IS GROUNDS FOR IMMEDIATE PERMIT REVOCATION.
22. THE PERMITTEE SHALL EXERCISE BEST MANAGEMENT PRACTICES TO PREVENT EROSION OR SOILS FROM ENTERING THE CANAL DURING THE AUTHORIZED WORK, INCLUDING, BUT NOT LIMITED TO THE TEMPORARY INSTALLATION OF SILT FENCE OR OTHER MEANS ACCEPTABLE TO THE DISTRICT.
23. IN ADDITION TO NOTIFICATIONS PROVIDED BY THE TOWN OF JUPITER TO PALM BEACH COUNTY ESTATES RESIDENTS AND PALM BEACH COUNTY CONCERNING THE AUTHORIZED WELL REHABILITATION WORK AND CLOSURE OF A PORTION OF THE BLUEGILL TRAIL, PERMITTEE SHALL POST A MINIMUM OF TWO (2) SIGNS STATING: "CONSTRUCTION AREA - NO PEDESTRIAN OR EQUESTRIAN ACCESS BEYOND THIS POINT". SIGNS SHALL BE A MINIMUM OF 18" x 24" IN SIZE AND POSTED ALONG THE CANAL SIDE OF THE C-18 MAINTENANCE ACCESS ROAD A MINIMUM OF 250' UPSTREAM AND DOWNSTREAM OF EACH WELL SITE UNDERGOING REHABILITATION WORK.
24. THE DISTRICT'S FIELD REPRESENTATIVE SHALL HAVE SOLE AUTHORITY TO DETERMINE WHETHER THE PERMITTEE'S METHODS OF CONSTRUCTION, INTERIM WORK, CONSTRUCTION ACTIVITY OR USE OF THE RIGHT OF WAY IS IN CONFORMANCE WITH THE PERMIT AUTHORIZATION, INCLUDING TERMS AND CONDITIONS, THE APPLICATION, RESPONSES OR STATEMENTS MADE BY THE PERMITTEE DURING APPLICATION PROCESSING, AND SUPPORTING DOCUMENTS INCORPORATED INTO THE PERMIT FILE. IN THE EVENT THAT THE DISTRICT'S FIELD REPRESENTATIVE DETERMINES THAT THE PERMITTEE'S ACTIVITIES ARE NOT IN CONFORMANCE, HE/SHE SHALL ISSUE A STOP WORK ORDER TO THE PERMITTEE UNTIL SUCH NONCONFORMANCE HAS BEEN RESOLVED TO THE SATISFACTION OF THE DISTRICT. IF PERMITTEE CHOOSES TO PROCEED WITH THE WORK AUTHORIZED BY THIS PERMIT, PERMITTEE ACKNOWLEDGES THIS CONDITION AND AGREES TO CEASE ALL ACTIVITY IN THE DISTRICT'S RIGHT OF WAY IMMEDIATELY UPON RECEIPT OF THE STOP WORK ORDER.
25. BASED ON THE DISTRICT'S RECORDS, THE DISTRICT IS NOT THE UNDERLYING FEE OWNER OF PORTIONS OF OR ALL THE LANDS SUBJECT TO THIS PERMIT; THEREFORE, PERMITTEE SHALL BE REQUIRED TO OBTAIN ALL NECESSARY APPROVALS FROM THE UNDERLYING FEE OWNER AS REQUIRED UNDER STANDARD LIMITING CONDITION NO. 5.
26. IT IS THE RESPONSIBILITY OF THE PERMITTEE TO MAKE PROSPECTIVE BIDDERS AWARE OF THE TERMS AND CONDITIONS OF THIS PERMIT. IT SHALL BE THE RESPONSIBILITY OF THE PERMITTEE'S CONTRACTORS TO UNDERSTAND THE TERMS AND CONDITIONS OF THIS PERMIT AND GOVERN THEMSELVES ACCORDINGLY.

CONTINUED SPECIAL CONDITIONS ARE AS FOLLOWS:

27. THE PERMITTEE IS PUT ON NOTICE THAT, PRIOR TO THE PLACEMENT OF ADDITIONAL FACILITIES OR ALTERATIONS TO EXISTING FACILITIES OTHER THAN THOSE AUTHORIZED BY THIS PERMIT, A MODIFICATION OF THIS PERMIT WILL FIRST BE REQUIRED.
28. THIS PERMIT SHALL NOT BECOME VALID UNTIL ALL OTHER REQUIRED SOUTH FLORIDA WATER MANAGEMENT DISTRICT, LOCAL, COUNTY AND/OR STATE PERMITS OR OTHER AFFECTED PARTIES' APPROVALS HAVE BEEN OBTAINED. THE PERMITTEE SHALL COMPLY WITH ANY MORE STRINGENT CONDITIONS SET FORTH IN OTHER REQUIRED PERMITS AND APPROVALS.
29. A COPY OF THE PERMIT PACKAGE WILL BE KEPT AT THE JOB SITE UNTIL COMPLETION OF ALL PHASES OF CONSTRUCTION AND ACCEPTANCE OF THE CONSTRUCTED FACILITIES AND RESTORATION OF THE RIGHT OF WAY BY THE DISTRICT'S FIELD REPRESENTATIVE.
30. THE PERMITTEE SHALL BE RESPONSIBLE FOR THE REMOVAL OF ALL CONSTRUCTION MATERIALS AND DEBRIS FROM THE DISTRICT'S CANAL AND RIGHT OF WAY; AND, FOR THE REPAIR, REPLACEMENT AND RESTORATION OF ANY SECTIONS OF THE DISTRICT'S RIGHT OF WAY DAMAGED OR DISTURBED AS A RESULT OF THE ACTIVITY AUTHORIZED BY THIS PERMIT. RESTORATION SHALL BE TO THE SATISFACTION OF THE DISTRICT AND MAY INCLUDE PLACEMENT OF FILTER FABRIC CLOTH, RIP-RAP AND/OR GRADING/RE-SHAPING, SEEDING, RE-SODDING WITH ARGENTINE BAHIA GRASS OR OTHER SPECIES RECOGNIZED BY THE DISTRICT AS DROUGHT TOLERANT.
31. SHOULD THE AUTHORIZED ACTIVITIES OR PLACEMENT OF THE AUTHORIZED FACILITIES WITHIN THE DISTRICT'S RIGHT OF WAY OR MAINTENANCE OF SAME ATTRIBUTE TO SHOALING, EROSION OR WASH-OUTS OF THE DISTRICT'S RIGHT OF WAY, BERM OR SIDE SLOPE OF THE CANAL, IT IS THE PERMITTEE'S SOLE RESPONSIBILITY AND EXPENSE TO, UPON NOTIFICATION FROM THE DISTRICT, IMMEDIATELY TAKE APPROPRIATE STEPS TO RESTORE THE RIGHT OF WAY TO THE SATISFACTION OF THE DISTRICT.
32. AT NO TIME SHALL THE PERMITTEE PLACE PERMANENT OR SEMI-PERMANENT ABOVE-GROUND ENCROACHMENTS OR FACILITIES WITHIN ANY PORTION OF THE DISTRICT'S RIGHT OF WAY INCLUDING AND NOT LIMITED TO THE 40 FOOT WIDE STRIP OF LAND LYING PARALLEL TO THE CANAL AS MEASURED FROM THE TOP OF THE EXISTING CANAL BANK LANDWARD, UNLESS OTHERWISE SPECIFICALLY AUTHORIZED IN THIS PERMIT.

END.

Exhibit 3 Continued

40E-6.381. Limiting Conditions.

The District's authorization to utilize lands and other works constitutes a revocable license (including both notice general permits and standard permits). In consideration for receipt of that license, Permittees shall agree to be bound by the following standard limiting conditions, which shall be included within all permits issued pursuant to this chapter:

(1) All structures on District works for lands constructed by Permittee shall remain the property of Permittee, who shall be solely responsible for ensuring that such structures and other uses remain in good and safe condition. Permittees are advised that other federal, state and local safety standards may govern the occupancy and use of the District's lands and works. The District assumes no duty with regard to ensuring that such uses are so maintained and assumes no liability with regard to injuries caused to others by any such failure.

(2) Permittee solely acknowledges and accepts the duty and all associated responsibilities to incorporate safety features, which meet applicable engineering practice and accepted industry standards, into the design, construction, operation and continued maintenance of the permitted facilities/authorized use. This duty shall include, but not be limited to, Permittee's consideration of the District's regulation and potential fluctuation, without notice, of water levels in canals and works, as well as the Permittee's consideration of upgrades and modifications to the permitted facilities/authorized use which may be necessary to meet any future changes to applicable engineering practice and accepted industry standards. Permittee acknowledges that the District's review and issuance of this permit, including, but not limited to, any field inspections performed by the District, does not in any way consider or ensure that the permitted facilities/authorized use is planned, designed, engineered, constructed, or will be operated, maintained or modified so as to meet applicable engineering practice and accepted industry standards, or otherwise provide any safety protections. Permittee further acknowledges that any inquiries, discussions, or representations, whether verbal or written, by or with any District staff or representative during the permit review and issuance process, including, but not limited to, any field inspections, shall not in any way be relied upon by Permittee as the District's assumption of any duty to incorporate safety features, as set forth above, and shall also not be relied upon by Permittee in order to meet Permittee's duty to incorporate safety features, as set forth above.

(3) Permittee agrees to abide by all of the terms and conditions of this permit, including any representations made on the permit application and related documents. This permit shall be subject to the requirements of Chapter 373, F.S., and Chapter 40E-6, F.A.C., including all subsequent rule and criteria revisions. Permittee agrees to pay all removal and restoration costs, investigative costs, court costs and reasonable attorney's fees, including appeals, resulting from any action taken by the District to obtain compliance with the conditions of the permit or removal of the permitted use. If District legal action is taken by staff counsel, "reasonable attorney's fees" is understood to mean the fair market value of the services provided, based upon what a private attorney would charge.

(4) This permit does not create any vested rights, and except for governmental entities and utilities, is revocable at will upon reasonable prior written notice. Permittee bears all risk of loss as to monies expended in furtherance of the permitted use. Upon revocation, the Permittee shall promptly modify, relocate or remove the permitted use and properly restore the right of way to the District's satisfaction. In the event of failure to so comply within the specified time, the District may remove the permitted use and Permittee shall be responsible for all removal and restoration costs.

(5) This permit does not convey any property rights nor any rights or privileges other than those specified herein and this permit shall not, in any way, be construed as an abandonment or any other such impairment or disposition of the District's property rights. The District approves the

Exhibit 3 Continued

permitted use only to the extent of its interest in the works of the District. Permittee shall obtain all other necessary federal, state, local, special district and private authorizations prior to the start of any construction or alteration authorized by the permit. Permittee shall comply with any more stringent conditions or provisions which may be set forth in other required permits or other authorizations. The District, however, assumes no duty to ensure that any such authorizations have been obtained or to protect the legal rights of the underlying fee owner, in those instances where the District owns less than fee.

(6) Unless specifically prohibited or limited by statute, Permittee agrees to indemnify, defend and save the District (which used herein includes the District and its past, present and/or future employees, agents, representatives, officers and/or Governing Board members and any of their successors and assigns) from and against any and all lawsuits, actions, claims, demands, losses, expenses, costs, attorneys fees (including but not limited to the fair market value of the District's in-house attorneys' fees based upon private attorneys' fees/rates), judgments and liabilities which arise from or may be related to the ownership, construction, maintenance or operation of the permitted use or the possession, utilization, maintenance, occupancy or ingress and egress of the District's right of way which arise directly or indirectly and are caused in whole or in part by the acts, omissions or negligence of the Permittee or of third parties. Permittee agrees to provide legal counsel acceptable to the District if requested for the defense of any such claims.

(7) The District does not waive sovereign immunity in any respect.

(8) The Permittee shall not engage in any activity regarding the permitted use which interferes with the construction, alteration, maintenance or operation of the works of the District, including:

- (a) discharge of debris or aquatic weeds into the works of the District;
- (b) causing erosion or shoaling within the works of the District;
- (c) planting trees or shrubs or erecting structures which limit or prohibit access by District equipment and vehicles, except as may be authorized by the permit. Permittee shall be responsible for any costs incurred by the District resulting from any such interference, as set forth in (a), (b), and (c), above.

- (d) leaving construction or other debris on the District's right of way or waterway;
- (e) damaging District berms and levees;
- (f) the removal of District owned spoil material;
- (g) removal of or damage to District locks, gates, and fencing;
- (h) opening of District rights of way to unauthorized vehicular access; or
- (i) running or allowing livestock on the District's right of way.

(9) The District is not responsible for any personal injury or property damage which may directly or indirectly result from the use of water from the District's canal or any activities which may include use or contact with water from the District's canal, since the District periodically sprays its canals for aquatic weed control purposes and uses substances which may be harmful to human health or plant life.

(10) Permittee shall allow the District to inspect the permitted use at any reasonable time.

(11) Permittee shall allow, without charge or any interference, the District, its employees, agents, and contractors, to utilize the permitted facilities before, during and after construction for the purpose of conducting the District's, routine and emergency, canal operation, maintenance, and construction activities. To the extent there is any conflicting use, the District's use shall have priority over the Permittee's use.

(12) This permit is a non-exclusive revocable license. Permittee shall not interfere with any other existing or future permitted uses or facilities authorized by the District.

Exhibit 3 Continued

(13) The District has the right to change, regulate, limit, schedule, or suspend discharges into, or withdrawals from, works of the District in accordance with criteria established by the Big Cypress Basin, the District, or the U.S. Army Corps of Engineers for the works of the District.

(14) If the use involves the construction of facilities for a non exempt water withdrawal or surface water discharge, the applicant must apply for and obtain a water use or surface water management permit before or concurrently with any activities which may be conducted pursuant to the right of way occupancy permit.

(15) The District shall notify the local ad valorem taxing authority of the lands affected by the permitted use, where the Permittee owns the underlying fee and derives a substantial benefit from the permitted use. The taxing authority may reinstate such lands on the tax roll. Failure to pay all taxes in a timely manner shall result in permit revocation. Such permit revocation shall not alleviate the responsibility of the Permittee to pay all taxes due and payable.

(16) Permittee shall provide prior written notice to their successors in title of the permit and its terms and conditions.

(17) Permittee authorizes the District to record a Notice of Permit through filing the appropriate notice in the public records of the county or counties where the project is. Governmental entities and utilities are not subject to this provision.

(18) Permittee shall be responsible for the repair or replacement of any existing facilities located within the District's right of way which are damaged as a result of the installation or maintenance of the authorized facility.

(19) All obligations under the terms of this permit authorization and any subsequent modifications hereto shall be joint and several as to all owners.

(20) It is the responsibility of the Permittee to make prospective bidders aware of the terms and conditions of this permit. It shall be the responsibility of the Permittee's contractors to understand the terms and conditions of this permit and govern themselves accordingly.

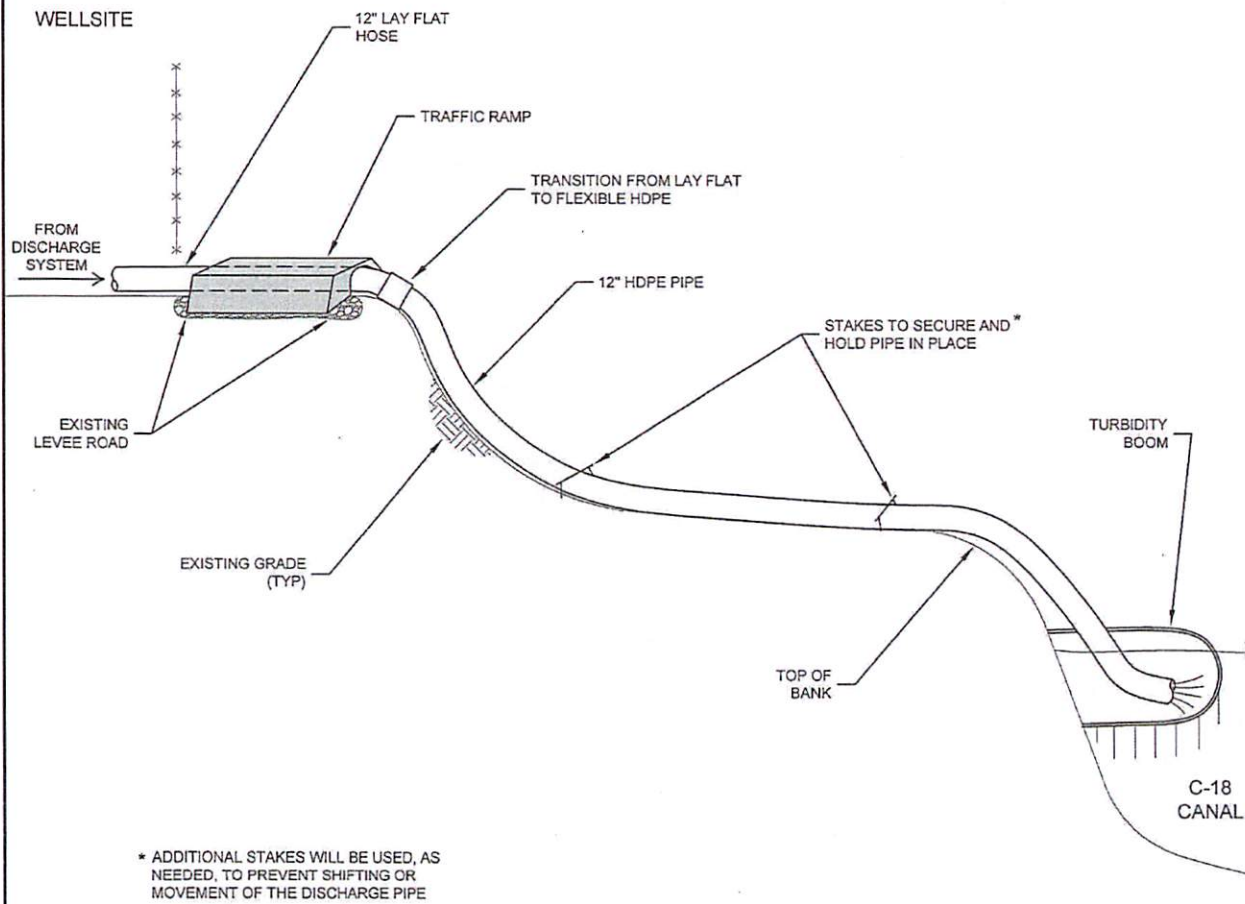
(21) It is the responsibility of the Permittee to bring to the attention of the District any conflict in the permit authorization or permit conditions in order that they may be resolved prior to the start of construction. In resolving such conflicts the District's determination will be final.

(22) Special Conditions that are site specific shall be incorporated into every Permit as may be necessary in the best interest of the District.

(23) The District is not responsible for the repair of or claims of damage to any facilities and uses which may incur damage resulting from the District's utilization of its rights of way or use by third parties. Improvements placed within the right of way are done so at the sole risk of the owner.

Rulemaking Authority 373.044, 373.113 FS. Law Implemented 373.085(1), 373.086, 373.103, 373.109, 373.129, 373.1395, 373.603, 373.609, 373.613 FS. History—New 9-3-81, Formerly 16K-5.01(2), 16K-5.02(2), 16K-5.03(2), 16K-5.04(4), 16K-5.05, Amended 5-30-82, 12-29-86, 12-24-91, 9-15-99, 8-12-13.

Exhibit 4



C-18 WELL REHABILITATION
DISCHARGE PIPE POSITION
AND SUPPORTS

TOWN OF JUPITER
UTILITY DEPARTMENT
210 MILITARY TRAIL
JUPITER, FLORIDA 33458
(561) 741-2270



Exhibit 5

TOWN OF JUPITER WELL REHABILITATION PROGRAM **BEST MANAGEMENT PLAN FOR** **DISCHARGE OF GROUNDWATER FROM DEWATERING OPERATIONS** **FDEP DOCUMENT 62-621.300(2)(b)**

Background Sampling:

- Prior to discharging groundwater, the contractor, with oversight and confirmation measurement by the hydrogeologist, will measure the background turbidity of the receiving water body.
- Turbidity in the receiving water body will be monitored and recorded a minimum of three (3) times per day during groundwater discharge.

Batch Treatment System:

- Initial groundwater discharge from the well will utilize a batch treatment system for pH adjustment and settling of solids; pH and turbidity will be monitored in the treatment system prior to discharge.
- The treatment system will consist of a 22,000 gallon baffled, formation water settling tank or multiple tanks. Soda ash will be added as required for pH adjustment with the use of a recirculation pump. Exhibit (1) provides a simple illustration of the treatment system schematic.
- Groundwater from the well will flow to the baffled, formation water settling tank(s). An isolation valve will be provided to prevent unintended flow to the discharge location.
 - pH and turbidity of the groundwater from the well will be monitored as it is discharged to the baffled, formation water settling tank. Field water quality measurement equipment will be calibrated per DEP SOP and a calibration log will be maintained.
- The contractor will increase the pH of the groundwater through addition of soda ash. The groundwater in the baffled, settling tank will be recirculated with the use of a centrifugal pump to facilitate mixing of soda ash until the pH of the circulating water is between 6.5 and 8.5.
 - If the pH of the recirculated groundwater in the batch treatment system does not meet the criteria for discharge under FDEP 62-621.300(2)(b) the contractor shall add additional soda ash for treatment prior to discharge.
- Groundwater will be held in the settling tank until the turbidity is no more than 29 ntu above the background turbidity in the receiving water body (as established by periodic background measurements).
 - Additional treatment methods will be utilized if needed, and may include additional settling tanks, filtration and/or flocculants.
- After the pH and turbidity in the formation water settling system has been tested and are measured to be within the criteria for discharge under FDEP 62-621.300(2)(b) the contractor will begin discharge to the receiving water body.
 - Discharge water pH and turbidity will be monitored at the receiving water body while the contractor is discharging from the formation water settling tank.
- The batch treatment and discharge process will be utilized until groundwater from the well has a pH ranging from 6.5 and 8.5, and the turbidity is less than 29 ntu above background in the receiving water body prior to discharge into the settling tank.
- The contractor and/or hydrogeologist will be on-site during discharge activities. No discharge will occur without the requisite supervision and monitoring. Discharge is expected to occur during daytime, working hours between 8:00am and 5:00pm

Exhibit 5 Continued

Continuous Treatment System:

- Once groundwater from the well has a pH between 6.5 and 8.5 and turbidity is less than 29 ntu above background in the receiving water body, the discharge system will be transitioned from a batch treatment process to a continuous treatment system. Groundwater will flow from the well into the baffled, formation water settling tank. Groundwater will flow from the settling tank to the discharge location.
- Turbidity and pH from the well will be monitored and recorded a minimum of three (3) times per day during groundwater discharge.
- Turbidity and pH in the receiving water body will be monitored and recorded a minimum of three (3) times per day during groundwater discharge.
- The contractor and/or hydrogeologist will be on-site during discharge activities. No discharge will occur without the requisite supervision and monitoring. Discharge is expected to occur during daytime, working hours between 8:00am and 5:00pm

Exhibit 5 Continued

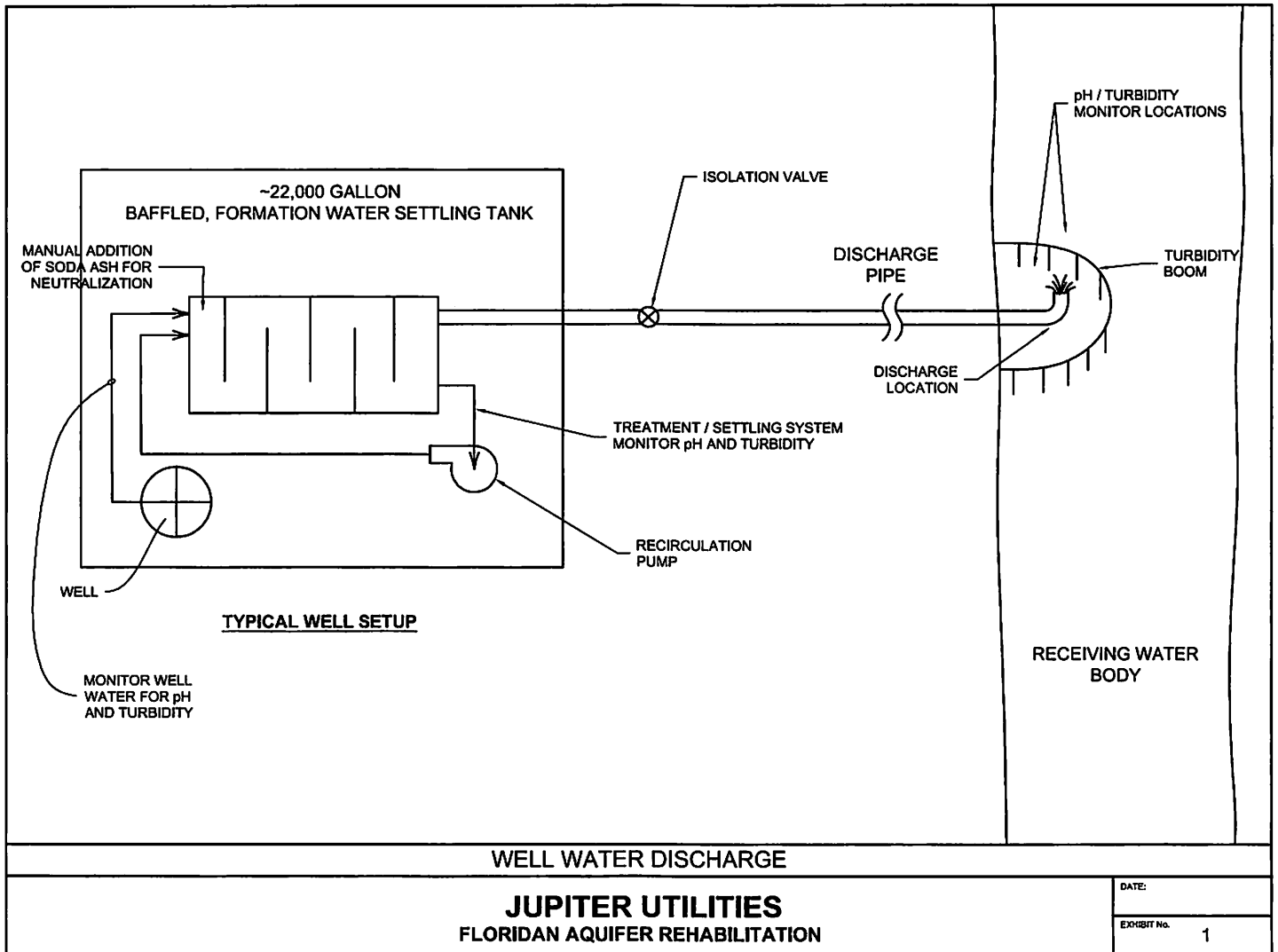


Exhibit 6

W1957 Floridan Well Rehabilitation Program

DAILY PUMP DEVELOPMENT LOG				
GENERAL INFORMATION				
DATE: _____ WELL OWNER: _____ WPB _____ WELL NAME: _____ WELLFIELD: _____ EWF _____				
CONTRACTOR: _____ SED _____ SUPERVISOR: _____ BARRETT GARRISON _____ TIME ONSITE/OFFSITE: _____ / _____				
DEVELOPMENT HOURS: START (TIME): _____ END (TIME): _____ TOTAL FOR DAY (HOURS): _____				
COMMENTS: _____				
WELL DETAILS				
TOTAL DEPTH OF WELL (FT): _____ BLS/BTOC (circle one) DIAMETER OF BOREHOLE (IN): _____				
CASING I.D. (IN): _____ 24" _____ SCREEN I.D. (IN): _____ N/A _____				
DEPTH TO BOTTOM OF CASING (FT): _____ BLS/BTOC (circle one)				
DEVELOPMENT EQUIPMENT DATA				
PUMP TYPE: SUBMERSIBLE / CENTRIFUGAL / TURBINE / JET / OTHER _____ (circle one) PUMP DIAMETER (IN): _____				
PUMP SETTING DEPTH (FT): _____ BLS/BTOC (circle one) COLUMN PIPE DIA. (IN) AND SETTING DEPTH (FT): _____				
DAILY READINGS				
GRAVEL PACK LEVEL (FT) @ Start of Day: _____ BLS/BTOC (circle one) / @ End of day: _____ BLS/BTOC (circle one)				
STATIC WATER LEVEL: _____ BLS/BTOC (circle one) @ _____ (TIME) <i>Specific Capacity</i>				
RATE (GPM): _____ PUMPING WATER LEVEL (FT): _____ BLS/BTOC (circle one) SPECIFIC CAPACITY (GPM/FT): _____				
DEVELOPMENT RECORD				
START SURGE (TIME)	STOP SURGE (TIME)	ROSSUM SAND TEST		PUMPING WATER LEVEL (FT)
		TEST DURATION (MINUTES)	SAND ACCUMULATION (MG)	

Exhibit 7

TOWN OF JUPITER W2407 FLORIDAN AQUIFER WELL DISINFECTION REPORTING FORM

GENERAL INFORMATION

WELL NAME: _____ DATE: _____ WELLFIELD: _____ SUPERVISOR: _____
COMMENTS: _____

WELL INFORMATION FOR CHEMICAL ESTIMATION

DEPTH TO BOTTOM OF CASING (FT): _____ DIAMETER OF BOREHOLE (IN): _____
INSIDE DIAMETER OF CASING (IN): _____ INSIDE DIAMETER OF SCREEN (IN): _____
TOTAL DEPTH OF SCREEN (FT): _____ DEPTH TO STATIC WATER LEVEL (FT): _____
DEPTH TO TOP OF SCREEN (FT): _____ CASING AND SCREEN VOLUME (GAL): _____
LENGTH OF SCREEN (FT): _____ TOTAL TREATMENT VOLUME VOLUME (GAL): _____

DISINFECTION CHEMICAL DATA

MANUFACTURER: _____ PRODUCT NAME: _____ AGE: _____
DISINFECTION CHEMICAL TYPE: _____ CONCENTRATION (%): _____ EFFECTIVE CONCENTRATION (%): _____

DISINFECTION SOLUTION MIX

MIX RATIO CALCULATED BY: _____ TYPE OF EQUIPMENT TO BE DISINFECTED: _____

BATCH 1

VOLUME OF CHEMICAL (GAL): _____ VOLUME OF WATER (GAL): _____ STRENGTH OF MIX (mg/L): _____
TESTED PROPERTIES OF MIX: CHLORINE RESIDUAL (mg/L)= _____ pH= _____
TIME: _____ SOLUTION APPLICATION METHOD: _____ SOLUTION APPLICATION DEPTH: _____
NOTES: _____

BATCH 2

VOLUME OF CHEMICAL (GAL): _____ VOLUME OF WATER (GAL): _____ STRENGTH OF MIX (mg/L): _____
TESTED PROPERTIES OF MIX: CHLORINE RESIDUAL (mg/L)= _____ pH= _____
TIME: _____ SOLUTION APPLICATION METHOD: _____ SOLUTION APPLICATION DEPTH: _____
NOTES: _____

BATCH 3

VOLUME OF CHEMICAL (GAL): _____ VOLUME OF WATER (GAL): _____ STRENGTH OF MIX (mg/L): _____
TESTED PROPERTIES OF MIX: CHLORINE RESIDUAL (mg/L)= _____ pH= _____
TIME: _____ SOLUTION APPLICATION METHOD: _____ SOLUTION APPLICATION DEPTH: _____
NOTES: _____

WELL SURGING

NUMBER OF SURGES: _____
TIME OF SURGING: _____

SURGE WATER TESTING

CHLORINE RESIDUAL (mg/L): _____
pH: _____

WELL PURGING

DATE: _____
TIME: _____

PURGED WATER TESTING

TOTAL CONTACT TIME IN WELL: _____
CHLORINE RESIDUAL (mg/L): _____
pH: _____

RECIRCULATION

RECIRCULATION RATE: _____
DURATION OF RECIRCULATION: _____

RECIRCULATION WATER TESTING

CHLORINE RESIDUAL (mg/L): _____
pH: _____

DECHLORINATED DISCHARGE WATER

DATE: _____
TIME: _____

DISCHARGE WATER TESTING

DISCHARGE LOCATION: _____
CHLORINE RESIDUAL (mg/L): _____
pH: _____

NOTES:

WELL CHLORINATION SOLUTION (50 mg/L)=0.4 GAL NaClO (12.5%) or 0.6 LBS Ca(ClO)₂ (72%) PER 1000 GAL WATER
EQUIPMENT SPRAY CHLORINATION SOLUTION (200mg/L)=1.6 GAL NaClO (12.5%) OR 2.3 LBS Ca(ClO)₂ (72%) PER 1000 GAL WATER

GRAVEL PACK CHLORINATION SOLUTION (100 mg/L)=0.8 GAL NaClO (12.5%) OR 1.2 LBS Ca(ClO)₂ (72%) PER 1000 GAL WATER
NaClO DETERIORATES AT APPROXIMATELY 5% TO 10% PER 30 DAYS OF STORAGE



ALLWEBB-01

DRISCOLLB

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/1/2023

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

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

PRODUCER Insurance Office of America Abacoa Town Center 1200 University Blvd, Suite 200 Jupiter, FL 33458	CONTACT NAME: Danae Bahamondes		
	PHONE (A/C, No, Ext): (561) 776-0660	FAX (A/C, No):	
	E-MAIL ADDRESS: Danae.Bahamondes@ioausa.com		
INSURED All Webbs Enterprises, Inc. 309 Commerce Way Jupiter, FL 33458	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Florida Citrus, Business & Industries Fund		15764
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY						
	☐ CLAIMS-MADE ☐ OCCUR						EACH OCCURRENCE \$
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$
							MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG \$
	OTHER:						\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	☐ ANY AUTO						BODILY INJURY (Per person) \$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE \$
	EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE \$
	DED ☐ RETENTION \$						\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						☒ PER STATUTE ☐ OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	☒ N	N/A	X	106596432022	1/1/2023	1/1/2024
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

A Waiver of Subrogation applies in favor of Town of Jupiter with respects to Work Comp per form WC000313 4/84 when required by written contract.

CERTIFICATE HOLDER

CANCELLATION

Town of Jupiter 210 Military Trail Jupiter, FL 33458	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

ACORD 25 (2016/03)

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/1/2023

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

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

PRODUCER Blackadar Insurance Agency, Inc. 1436 N Ronald Reagan Blvd Longwood FL 32750	CONTACT NAME: Denise Carberry PHONE (A/C, No, Ext): 407-831-3832 FAX (A/C, No): 407-830-4681 E-MAIL ADDRESS: denise@blackadar.com
INSURED All Webbs Enterprises Inc David W. Webb Sr. & Deborah C. Webb 309 Commerce Way Jupiter FL 33458	INSURER(S) AFFORDING COVERAGE INSURER A: Indian Harbor Insurance Co INSURER B: Depositors Insurance Company INSURER C: Allied Insurance INSURER D: INSURER E: INSURER F:

COVERAGES**CERTIFICATE NUMBER:** 1326992401**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☒ PROJECT ☐ LOC OTHER:	Y	Y	ACP3039536665	11/2/2022	11/2/2023	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY	Y	Y	ACP3039536665	11/2/2022	11/2/2023	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PIP \$10,000
C	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$	Y	Y	ACP3039536665	11/2/2022	11/2/2023	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A A C	Contractors Pollution Professional Liability Installation Floater	Y Y Y	Y Y Y	PEC005301804 PEC005301804 ACP3039536665	11/2/2022 11/2/2022 11/2/2022	11/2/2023 11/2/2023 11/2/2023	\$1,000,000 Occurrence \$1,000,000 Occurrence \$500,000 \$2,000,000 Agg \$2,000,000 Agg \$5,000 Ded.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Excess General Liability policy#MKLV2EUE101488 effective 11/18/2022 to 11/18/2023 coverage limit \$3,000,000 Each Occurrence, \$3,000,000 Aggregate- Evanston Insurance Co.
Equipment Floater - Policy #ACP3039536665 11/2/2022 TO 11/2/2023: Rented/Leased Equip. \$750,000 / \$25,000 Deductible

General Liability: Blanket Additional Insured including completed operations, Primary & Non- Contributory, Blanket Waiver of Subrogation when required by written contract. Business Auto: Primary & Non- Contributory, Blanket Additional Insured and Blanket Waiver of Subrogation when required by written contract. Pollution Liability: Blanket Additional Insured and Blanket Waiver of Subrogation when required by written contract.
The Town of Jupiter, Florida it's employees, agents, consultants and contractors are included as Additional Insured with respect to the General Liability for See Attached...

CERTIFICATE HOLDER**CANCELLATION**

Town of Jupiter Attn: Amanda Barnes 17403 Central Blvd. Jupiter FL 33458	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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**ADDITIONAL REMARKS SCHEDULE**Page 1 of 1

AGENCY Blackadar Insurance Agency, Inc.		NAMED INSURED All Webbs Enterprises Inc David W. Webb Sr. & Deborah C. Webb 309 Commerce Way Jupiter FL 33458
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,****FORM NUMBER:** 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

Ongoing & Completed Operations, Auto Liability & Pollution Liability when required by written contract. Waiver of Subrogation in favor of The Town of Jupiter with respect to the General Liability & Auto Liability when required by written contract.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – AUTOMATIC STATUS FOR OTHER PARTIES WHEN REQUIRED IN WRITTEN CONSTRUCTION AGREEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. Section II – Who Is An Insured** is amended to include as an additional insured:

Ongoing Operations

1. Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy; and
2. Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph 1. above.

Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- a. Your acts or omissions; or
- b. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

However, the insurance afforded to such additional insured described above:

- a. Only applies to the extent permitted by law; and
- b. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured for ongoing operations ends when your operations for the person or organization described in Paragraph 1. above are completed.

With respect to insurance afforded to these additional insureds for ongoing operations, this insurance does not apply to "bodily injury" or "property damage" occurring after:

- a. All work, including material, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- b. that operation of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

- B. Section II – Who Is An Insured** is amended to include as an additional insured:

Products–Completed Operations

Any person or organization with whom you have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" performed for such person or organization and included in the "products-completed operations hazard".

However, the insurance afforded to such additional insured described above:

- a. Only applies to the extent permitted by law; and
- b. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

- C. With respect to the insurance afforded to these additional insureds, this insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering**

CG 72 46 11 15

of, or the failure to render, any professional architectural, engineering or surveying services, including:

1. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
2. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.

- D.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement described in Paragraph **A.1.** or Paragraph **B.**; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

- E.** With respect to the insurance afforded to these additional insureds, the following is added to **Section IV – Commercial General Liability Conditions, Condition 4. Other Insurance** and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

All terms and conditions of this policy apply unless modified by this endorsement.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTORS ENHANCEMENT PLUS ENDORSEMENT INCLUDING MEDICAL PAYMENTS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Lost Key Coverage

1. Under **Section I – Coverages, Coverage A Bodily Injury And Property Damage Liability**, coverage is extended to include the following:

If a customer's master or grand key, excluding electronic key card, is lost, damaged or stolen while in your care, custody or control we will pay the cost of replacing the keys, including the master lock and all keys used in the same lock, the cost of adjusting locks to accept the new keys, or the cost to replace the locks, whichever is less.

2. **Limit of Insurance** – For the purpose of this coverage the most we will pay is \$ 10,000 per "occurrence".

B. Voluntary Property Damage

1. **Section I – Coverages, Coverage A Bodily Injury And Property Damage Liability**, coverage is extended to include the following:

At your request, we will pay for "property damage" to property of others caused by you and while in your possession, arising out of your business operations and occurring during the policy period.

2. **Limit of Insurance** – For the purpose of this coverage the most we will pay is \$1,500 per "occurrence".

C. Non-Owned Watercraft

Under **Section I – Coverages, Coverage A Bodily Injury And Property Damage Liability, 2. Exclusions, Exclusion g. Aircraft, Auto Or Watercraft Paragraph (2) (a)** is replaced with:

- (a) Less than 51 feet long; and

D. Expanded Property Damage Coverage

1. For the purposes of this endorsement only:
Section I – Coverages, Coverage A Bodily Injury And Property Damage Liability, 2. Exclusions, Exclusion j. Damage To Property is amended as follows:
a. Paragraphs (3), (5), and (6) are deleted in their entirety.

- b. Paragraph (4) is deleted in its entirety and replaced with:

(4) Personal property in the care, custody, or control of the insured:

(a) for storage or sale at premises you own, rent or occupy; or

(b) while being transported by any aircraft, "auto" or watercraft owned or operated by or rented to or loaned to any insured.

- c. The coverage provided by this endorsement does not apply to "property damage":

(1) Arising out of the disappearance or loss of use of personal property; or

(2) Included in the "products-completed operations hazard".

2. **Limit of Insurance** - The most we will pay for loss arising out of any one "occurrence" is \$5,000.

3. **Deductible** - Our obligation to pay for a covered loss applies only to the amount of loss in excess of \$250.

We will pay the deductible amount to effect settlement of any claim or "suit" and, upon notification of this action having been taken, you shall promptly reimburse us for the deductible as has been paid by us.

This insurance is primary to any expanded property damage coverage provided by a separate endorsement attached to this policy, and it will supplant any deductible in said endorsement

E. Damage To Premises Rented To You

1. Under **Section I – Coverages, Coverage A Bodily Injury And Property Damage Liability**, the last paragraph of **2. Exclusions** is replaced with:

If **Damage To Premises Rented To You** is not otherwise excluded, Exclusions c. through n. do not apply to damage by fire, lightning, explosion, smoke, or sprinkler leakage to premises while rented to you or temporarily occupied by you with permission of the owner.

2. Under **Section III – Limits Of Insurance**, Paragraph 6 is replaced with:

6. Subject to 5. above, the **Damage To Premises Rented To You Limit** is the most we will pay under **Coverage A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning, explosion, smoke or sprinkler leakage, while rented to you or temporarily occupied by you with permission of the owner. The limit is increased to \$1,000,000.

3. Under **Section IV – Commercial General Liability Conditions**, **4. Other Insurance**, **b. Excess Insurance (1) (a) (ii)** is replaced with:

(ii) That is Fire, Lightning, Explosion, Smoke or Sprinkler leakage insurance for premises rented to you or temporarily occupied by you with permission of the owner.

F. Supplementary Payments

Under **Section I – Coverages, Supplementary Payments – Coverages A and B Paragraphs 1.b and 1.d.** are replaced with:

- b. Up to \$2,500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the **Bodily Injury Liability Coverage** applies. We do not have to furnish these bonds.

- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.

G. Newly Formed And Acquired Organizations

Under **SECTION II – WHO IS AN INSURED** Paragraph 3.a. is replaced with:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

H. Additional Insured – Automatic Status When Required In An Agreement Or Contract With You

Section II – Who Is An Insured is amended to include:

1. Any person(s) or organization(s) described in Paragraph a. – d. below with whom you have agreed in writing in a contract or written agreement that such person or organization be added as an additional insured on your policy during the policy period shown in the Declarations.
2. Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph 1. above.

The person or organization added as an insured by this endorsement is an insured only for liability due to:

- a. **Lessors of Leased Equipment** – with respect to their liability for "bodily injury", "property damage", or "personal and advertising injury", caused in whole or in part by your maintenance, operation, or use of equipment leased to you by such person(s) or organization(s). This insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

However, their status as additional insured under this policy ends when their lease, contract, or agreement with you for such leased equipment expires.

- b. **Managers or Lessors of Premises** – with respect to liability arising out of the ownership, maintenance, or use of that part of the premises you own, rent, lease, or occupy.

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to be a tenant in that premises.
- (2) Structural alterations, new construction, or demolition operations performed by or on behalf of the person or organization.

However, their status as additional insured under this policy ends when you cease to be a tenant of such premises.

c. State or Political Subdivision – Permits Relating to Premises – with respect to the following hazards for which the state or political subdivision has issued a permit or authorization in connection with premises you own, rent, or control and to which this insurance applies.

- (1) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners, or decorations and similar exposures; or
- (2) The construction, erection, or removal of elevators; or
- (3) The ownership maintenance or use of any elevators covered by this insurance.

This insurance does not apply to:

- (1) "Bodily injury" or "property damage" or "personal or advertising injury" arising out of operations performed for the state or municipality; or
- (2) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

However, such state or political subdivision's status as additional insured under this policy ends when the permit ends.

d. Owners, Lessees, or Contractors – with respect to liability for "bodily injury", "property damage", or "personal and advertising injury" caused in whole or in part, by:

(1) Your acts or omissions; or

- (2) The acts or omissions of those acting on your behalf; in the performance of your ongoing operations performed for that additional insured, whether the work is performed by you or on your behalf.

The insurance does not apply to:

- (1) "Bodily injury", "property damage", or "personal and advertising injury" arising out of the rendering of or the failure to render any professional architectural, engineering, or survey services, including:

- (a) The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, survey, field orders, change orders, or drawings and specifications; or
- (b) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or failure to render, any professional, architectural, engineering, or surveying services.

- (2) "Bodily injury" or "property damage" occurring after:

- (a) All work, including materials, parts, or equipment furnished in connection with such work, on the project (other than service, maintenance, or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

- (b) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

However, a person or organization's status as additional insured under this policy ends when your operations for that additional insured are completed.

With respect to the insurance afforded to such additional insureds a. – d. described above, the following is added to **Section III – Limits Of Insurance**:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations:

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

However, the insurance afforded to such additional insureds a. – d. described above:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

3. **Primary and Noncontributory – Other Insurance Conditions**

The following is added to the **Other Insurance** Condition and supersedes any provisions to the contrary:

Primary and Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- a. The additional insured is a Named Insured under such other insurance; and

- b. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

I. **Employee Bodily Injury To Another Employee**

Under **Section II – Who Is An Insured** The following is added to Paragraph 2.a.(1):

Paragraphs 2.a.(1) (a), (b) and (c) do not apply to "bodily injury" to a co-"employee" in the course of the co-"employee's" employment by you, or to "bodily injury" to a co-"volunteer worker" while performing duties related to the conduct of your business.

J. **Broad Form Named Insured**

Under **Section II – Who Is An Insured** The following is added to Paragraph 2.:

- e. Any business entity incorporated or organized under the laws of the United States of America (including any State thereof), its territories or possessions, or Canada (including any Province thereof) in which the Named Insured shown in the Declarations owns, during the policy period, an interest of more than fifty percent. If other valid collectible insurance is available to any business entity covered by this solely by reason of ownership by the Named Insured shown in the Declarations in excess of fifty percent, this insurance is excess over the other insurance, whether primary, excess, contingent, or on any other basis.

K. **Aggregate Limit Per Location**

Under **Section III – Limits Of Insurance** the following is added to Paragraph 2:

The General Aggregate Limit under **Section III Limits Of Insurance** applies separately to each of your locations owned by or rented to you or temporarily occupied by you with the permission of the owner. For the purposes of this provision, location means premises involving the same or connecting lots, or premises whose connection is interrupted only by a public street, roadway, waterway or railroad right-of-way.

L. **Aggregate Limit Per Project**

Under **Section III – Limits Of Insurance** The following paragraph is added to Paragraph 2:

The General Aggregate Limit under **Section III Limits Of Insurance** applies separately to each of your construction projects away from premises owned by or rented to you.

M. Medical Payments

Under **Section III – Limits Of Insurance**, Paragraph 7. is replaced with:

7. Subject to 5. above, the higher of:
- a. \$10,000; or
 - b. The amount shown in the Declarations for Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by one person.

This coverage does not apply if **Coverage C – Medical Payments** is excluded either by the provisions of any coverage forms attached to the policy or by endorsement.

N. Knowledge Of An Occurrence

Under **Section IV – Commercial General Liability Conditions**, the following is added to **2. Duties In The Event Of Occurrence, Offense, Claim Or Suit**:

- e. Knowledge of an occurrence, offense, claim or suit by an agent or employee of any insured shall not in itself constitute knowledge of the insured unless you, a partner, if you are a partnership; or an executive officer or insurance manager, if you are a corporation receives such notice of an occurrence, offense, claim or suit from the agent or employee.
- f. The requirements in **Paragraph b.** will not be considered breached unless there is knowledge of occurrence as outlined in Paragraph e. above.

O. Unintentional Failure To Disclose Hazard

Under **Section IV – Commercial General Liability Conditions**, Condition 6. **Representations** the following paragraph is added:

- d. Your failure to disclose all hazards or prior "occurrences" or offenses existing as of the

inception date of the policy shall not prejudice the coverage afforded by this policy provided such failure to disclose all hazards or prior "occurrences" or offenses is not intentional. This provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

P. Waiver Of Subrogation

Under **Section IV – Commercial General Liability Conditions**, **8. Transfer Of Rights Of Recovery Against Others To Us** the following paragraph is added:

If required by a written contract executed prior to loss, we waive any right of subrogation we may have against the contracting person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard".

Q. Liberalization

Under **Section IV – Commercial General Liability Conditions**, the following paragraph is added:

10. Liberalization

If we revise this coverage form to provide more coverage without additional premium charge, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

R. Broadened Bodily Injury Definition (Mental Anguish)

Under **Section V – Definitions** Definition 3. "Bodily Injury" is replaced with:

- 3. "Bodily injury" means physical injury, sickness, or disease to a person and if arising out of the foregoing, mental anguish, mental injury, shock, or humiliation, including death at any time resulting therefrom.

All terms and conditions of this policy apply unless modified by this endorsement.

CITY OF COCOA BEACH
AGREEMENT TO PIGGYBACK SERVICES

THIS AGREEMENT TO PIGGYBACK SERVICES is made and entered into this _____ day of _____, 2024, by and between the CITY OF COCOA BEACH, a Florida municipality, hereinafter referred to as the (“City”), and ALL WEBBS ENTERPRISES, INC., a Florida corporation (“Contractor”), concerning that certain contract with TOWN OF JUPITER, (“Town of Jupiter Contract”).

WITNESSETH:

WHEREAS, Section 119.0701, Fla. Stat., requires that certain public agency contracts must include certain statutorily required provisions concerning the contractor’s compliance for Florida’s Public Records Act; and

WHEREAS, Section 768.28, Fla. Stat., sets forth certain mandatory limitations on indemnification and liability for Florida public agencies; and

WHEREAS, Florida law requires that public agency contracts be subject to non-appropriation and thereby contingent upon appropriation during the public agency’s statutorily mandated annual budget approval process; 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; and

WHEREAS, Section 287.135, Fla. Stat., provides restrictions on local governments contracting with companies that are on certain Scrutinized Companies lists; and

WHEREAS, Section 286.101, Florida Statutes contains a list of “foreign countries of concern” including, the People’s Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People’s Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic, including any agency of or any other entity under significant control of such “foreign country of concern.” Any entity that does business with a state agency or political subdivision must disclose certain of their dealings with those “foreign countries of concern” to the Florida Department of Financial Services; and

WHEREAS, Town of Jupiter awarded a solicitation to Contractor based on the terms of a competitively bid contract in compliance with the procurement laws of the State of Florida (“Town of Jupiter Contract”); and

WHEREAS, the services, products and equipment provided by Contractor are needed by the City of Cocoa Beach; therefore, the City desires to enter into an agreement with the Contractor pursuant to the same terms of the Town of Jupiter Contract except as amended herein; and

WHEREAS, the Town of Jupiter Contract was competitively bid with procedural guarantees of fairness and competitiveness substantially equivalent to those of the City of Cocoa

Beach; 2) The City of Cocoa Beach and Contractor authorize the “piggyback” on the competitive pricing of their Contract; and 3) it is in the best interest of the residents of the City of Cocoa Beach to enter into an agreement with Contractor containing similar terms and conditions as contained in the Town of Jupiter Contract.

NOW, THEREFORE, in consideration of the covenants set forth herein, the parties agree to this addendum as follows:

1. Incorporation by Reference. The foregoing WHEREAS clauses and the Town of Jupiter Contract are incorporated by reference herein.

2. Amendments. The Town of Jupiter Contract is hereby amended by the terms of this Agreement. All non-conflicting terms and conditions of the Town of Jupiter Contract are incorporated herein and made a part hereof. In the event of a conflict between the terms of the Town of Jupiter Contract and terms of this Agreement to “piggyback,” the terms of this Agreement to “piggyback” shall prevail. The scope of services, equipment, goods and products provided, and prices in the Town of Jupiter Contract are amended by the items contained in **Exhibit “A”** which is attached hereto and made a part hereof. In addition, the City of Cocoa Beach and its equivalent staff and address shall be substituted for the Town of Jupiter, Florida and its staff and addresses, as may be required in the awarded Town of Jupiter Contract. Said substitutions shall include but may not be limited to any insurance provisions, notice requirements, terms of performance and payment of work, venue, indemnifications and all other statutorily and contractually required obligations of the Parties.

3. Public Records Compliance. Contractor agrees that, to the extent that it may "act on behalf" of the City within the meaning of Section 119.0701(1)(a), Florida Statutes in providing its services under this Agreement, it shall:

- (a) Keep and maintain public records required by the public agency to perform the service.
- (b) Upon request from the public agency’s custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- (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 for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
- (d) Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored

electronically must be provided to the public agency, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

- (e) Pursuant to Section 119.0701(2)(a), Fla. Stat., **IF EITHER PARTY TO THIS CONTRACT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, THAT PARTY SHALL CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**CITY HALL - FIRST FLOOR
2 S. ORLANDO AVE.
P.O. BOX 322430
COCOA BEACH, FL 32932-2430.
321-868-3286
CITYCLERK@CITYOFCOCOABEACH.COM**

4. Public Records Compliance Indemnification. Contractor agrees to indemnify and hold the City harmless against any and all claims, damage awards, and causes of action arising from the contractor's failure to comply with the public records disclosure requirements of Section 119.07(1), Florida Statutes, or by contractor's failure to maintain public records that are exempt or confidential and exempt from the public records disclosure requirements, including, but not limited to, any third party claims or awards for attorneys' fees and costs arising therefrom. Contractor authorizes the public agency to seek declaratory, injunctive, or other appropriate relief against Contractor in Brevard County Circuit Court on an expedited basis to enforce the requirements of this section.

5. Compliance/Consistency with Section 768.28, Fla. Stat. Any indemnification or agreement to defend or hold harmless by City specified in the Brevard County Contract shall not be construed as a waiver of City's sovereign immunity and shall be limited to such indemnification and liability limits consistent with the requirements of Section 768.28, Fla. Stat. and subject to the procedural requirements set forth therein. Any other purported indemnification by Brevard County in the Brevard County Contract in derogation hereof shall be void and of no force or effect.

6. Non-appropriation. City's performance and obligation to pay under this Agreement is contingent upon an appropriation during the City's annual budget approval process. If funds are not appropriated for a fiscal year, then the Contractor shall be notified as soon as is practical by memorandum from the City Manager or designee that funds have not been appropriated for continuation of the Agreement, and the Agreement shall expire at the end of the fiscal year for which funding has been appropriated. The termination of the Agreement at fiscal year-end shall be without penalty or expense to the City subject to the City paying all invoices for services rendered during the period the Agreement was funded by appropriations.

7. 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.

8. 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 company 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.

9. Disclosure Requirements for "Foreign Countries of Concern". CONTRACTOR shall comply with the disclosure requirements set forth in section 286.101 (3) (a), F.S., which requires "Any entity that applies to a state agency or political subdivision for a grant or proposes having a contract value of \$100,000 or more shall disclose to the state agency or political subdivision any current or prior interest of, any contract with, or any grant or gift received from a "foreign country of concern" if such interest, contract, grant or gift received from a "foreign country of concern" if such interest, contract, grant or gift has a value of \$50,000 or more and such interest existed at any time or such contract, grant or gift was received or in force at any time during the previous five (5) years. Such disclosure shall contain the name and mailing address of the disclosing entity, the amount of the gift or the value of the interest disclosed, the applicable "foreign country of concern" and, if applicable the date of termination of the contract or interest, the date of receipt of the grant or gift and the name of the agent or controlled entity that is the source or interest holder. Within one (1) year before applying for any grant or proposing any contract, such entity must provide a copy of such disclosure to the Department of Financial Services". Pursuant to section 268.101(7), F.S.: "In addition to any fine assessed under [section

286.101(7)(a), F.S.], a final order determining a third or subsequent violation by an entity other than a state agency or political subdivision shall automatically disqualify the entity from eligibility for any grant or contract funded by a state agency or any political subdivision until such ineligibility is lifted by the Administration Commission for good cause.”

10. Venue and Jurisdiction. Notwithstanding any of other provision to the contrary, this Agreement and the parties’ actions under this Agreement shall be governed by and construed under the laws of the state of Florida, without reference to conflict of law principles. As a material condition of this Agreement, each Party hereby irrevocably and unconditionally: i) consents to submit and does submit to the jurisdiction of the Circuit Court in and for Brevard County, Florida for any actions, suits or proceedings arising out of or relating to this Agreement.

11. Attorneys’ Fees and Costs. Notwithstanding any of other provision to the contrary, if litigation ensues regarding this Agreement, each party hereto shall bear its own attorneys’ fee and costs.

12. Additional Terms. Notwithstanding any of other provision to the contrary, the parties agree as follows:

A. None.

(This Space Intentionally Left Blank)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed on the date first above written.

THE CITY OF COCOA BEACH:

By: _____
Mayor Keith Capizzi, Mayor of Cocoa Beach

Attested By: _____
City Clerk

ALL WEBBS ENTERPRISES, INC.:

Signature: _____

Print Name: _____

Print Title: _____

Attested By: _____
(Signature, Printed Name, Title)

Approved as to Legal Form and Content by:

Vose Law Firm, City Attorney



July 15, 2024

All Webb's Enterprises, Inc.
309 Commerce Way
Jupiter, Florida 33458

RE: City of Cocoa Beach Wellhead Repairs

All Webb's Enterprises, Inc (AWE) has been requested by Stantec on behalf of the City of Cocoa Beach to provide a cost proposal to repair the wellheads on SZMW-1 and TPW. SZMW-1 is separated into two options based on the integrity of the PVC casing once the concrete monument is demolished. AWE prefers to construct Option A based on cost, time and effort needed to be complete. If there is not enough PVC casing available above the pit and surface casing to tie into the final PVC string casing, Option 2 will require demolition of the pad and cutting down the existing casings to tie into. TPW-1 will need a new 18" flange with accompanying ports for the 6" gate valve as well as (2) 2" kill ports. Additionally, a new 2" weld- o- let will be installed. All valves, nipples, and flanges will be 316L graded stainless steel. Lastly, both wells will be killed to complete onsite activities with development to artesian flow post construction included in the pricing. Please see the breakdown of each event below:

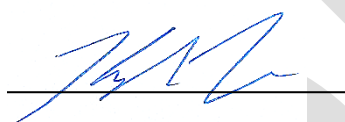
**Per the cities request, the breakdown of cost is based on the active Town of Jupiter Rehabilitation Contract:

SZMW-1	
Mobilize equipment onsite. (8% Maximum; Item 2)	\$7,500.00
Complete Removal and Re-Installation of Wellhead (Item 5)	\$12,500.00
Option A	
Prep existing 6" SDR-17 PVC casing and install Vanstone flange. Tie in 6" 316L SS wellhead. Wellhead will include the existing side discharge port design with flowmeter. (Item 20 Extra Work by Rehabilitation Crew without equipment; \$350/hr at 40 hours)	\$14,000.00
OR	
Option B	
Prep existing 6" SDR-17 PVC casing. Cut existing steel pit and surface casing down and install Vanstone Flange. Tie in 6" 316L SS wellhead. Wellhead will	\$20,000.00

include existing side discharge port design with flowmeter. (Unidentified Parts Allowance; Item 24)	
Construct concrete monument encapsulating 6" PVC and Vanstone Flange. Install ancillary discharge piping for development, valves and tees for transducers. Install four (4) bollards around existing concrete pad. (Certified Welding Services; Item 18 \$150/hr at 10 hours)	\$1,500.00
TPW-1	
Complete Removal and Re-installation of Wellhead	\$12,500.00
Kill Well. Remove existing 18" Flange and replace with new 316L SS 18" flange with matching two (2) 2" 316L SS kill ports and 6" 316L SS flange to gate valve. Additionally, replace 2" weld-o-let side port on 18" casing. Bring well alive post construction. (Item 21; 10 hours at \$200/hr)	\$2,000.00
Site Restoration (Item 17)	\$5,000.00
Total SZMW-1 Option A	\$34,000.00
Total SZMW-1 Option B	\$41,500.00
Total TPW-1	\$19,500.00
Total Option A:	\$53,500.00
Total Option B:	\$61,000.00

- **Option A and Option B will be decided in the field with the guidance of Stantec and the City of Cocoa Beach.**
- **Development water will be sent to the City of Cocoa Beach plant.**

Thank you,



Kyle Taylor
Project Manager
All Webbs Enterprise's, Inc
kyle@allwebbs.com
352.875.7033