City Commission Regular Meeting Agenda

Thursday, July 9, 2026 at 5:30 PM

City Commission Chambers – 105 S. 2ND Street, Flagler Beach, FL 32136

All meeting items will be continued until meeting is complete.

1. **Call the meeting to order**

2. **Pledge of Allegiance followed by a moment of silence to honor our Veterans, members of the Armed Forces and First Responders**

3. **Proclamations and Awards**

4. **Deletions and changes to the agenda**

5. **Public comments regarding items not on the agenda**

   Citizens are encouraged to speak. However, comments should be limited to three minutes. A thirty-minute allocation of time for public comment on items not on the agenda. Each speaker has up to three-minutes to address the Chair, and one opportunity to speak, no time can be allotted to another speaker.

6. **Consent Agenda**

   a. Approve the regular meeting minutes of June 25, 2026.

7. **General Business**

   a. Appointment of Finance Committee Member

   b. Resolution 2026-52. A Resolution by the City Commission of the City of Flagler Beach to engage United Data Technologies for Managed Information Technology Services in the amount of $179,745.57 initially; providing for conflict and an effective date.

   c. Resolution 2026-45. A Resolution by the City Commission of the City of Flagler Beach awarding the construction contract for the Additional Water Main River Crossing – Upland/Lambert Avenue Portion to 4C's Trucking & Excavation, Inc., in the amount of $1,421,903.90, representing the Base Bid and Additive Alternate; providing for conflict and an effective date.

   d. Resolution 2026-46. A Resolution by the City Commission of the City of Flagler Beach authorizing a Task Order with Mead & Hunt, Inc. for Construction Engineering and Inspection (CEI) services for the Additional Water Main River Crossing – Upland/Lambert Avenue Portion, in an amount not to exceed $95,724; providing for conflict and an effective date.

   e. Resolution 2026-47. A Resolution by the City Commission of the City of Flagler Beach authorizing change-order work with U.S. Water Services Corporation for fire hydrant repairs at 300 Lambert Avenue and the corner of Sunset Cove and South Central Avenue, in an amount not to exceed $10,217.89; providing for conflict and an effective date.

   f. Resolution 2026-53. A Resolution by the City Commission of the City of Flagler Beach, Florida, entering into a contract with MGT Impact Solutions, LLC, for the re-write of the personnel policy; providing for conflict and an effective date.

g. Consideration of Conduit License Agreement Between the City of Flagler Beach and Metro FiberNet, LLC.

h. Resolution 2026-55. A Resolution by the City Commission of the City of Flagler Beach authorizing City staff to pursue Florida Department of Environmental Protection (DEP) grant funding for reclaimed water system improvements totaling $43,166,645, to be implemented in six phases with a fifty-fifty (50/50) cost share; providing for conflict and an effective date.

8. Public Hearings

a. Special Exception Application PSPE26-0002: 213 S. 2nd Street, Unit # 9; Parcel ID: 12-12-31-4500-00330-0040; Applicant: Shoreside Tattoo, LLC (Hallie Brooks); Request for a special exception to operate a tattoo studio in the General Commercial (GC) Zoning District.

b. Ordinance 2026-14. An Ordinance of the City of Flagler Beach, Florida, submitting to the electors of Flagler Beach a proposed amendment to the Charter of the City of Flagler Beach; providing ballot title, summary and text for the proposed amendment; providing directions to the City Clerk; providing for severability; providing for an effective date for approved amendments; providing for an effective date for the Ordinance (First Reading).

9. Staff Reports

a. City Attorney

b. City Manager

10. Commission Comments

a. Commission comments, including reports from meetings attended

b. Public comments regarding items not on the agenda. Citizens are encouraged to speak. However, comments should be limited to three minutes. A thirty-minute allocation of time for public comment on items not on the agenda. Each speaker has up to three-minutes to address the Chair, and one opportunity to speak, no time can be allotted to another speaker.

11. Adjournment

RECORD REQUIRED TO APPEAL: In accordance with Florida Statute 286.0105 if you should decide to appeal any decision the Commission makes about any matter at this meeting, you will need a record of the proceedings. You are responsible for providing this record. You may hire a court reporter to make a verbatim transcript. The City is not responsible for any mechanical failure of the recording equipment. In accordance with the Americans with Disabilities Act, persons needing assistance to participate in any of these proceedings should contact the City Clerk at (386) 517-2000 ext 233 at least 72 hours prior to the meeting. The City Commission reserves the right to request that all written material be on file with the City Clerk when the agenda item is submitted.

City Commission Regular Meeting Minutes

Thursday, June 25, 2026, at 5:30 PM

City Commission Chambers – 105 S. 2ND Street, Flagler Beach, FL 32136

PRESENT: Mayor Patti King, Chairman Eric D. Cooley, Vice-Chair Scott Spradley, Commissioners John Cunningham, RJ Santore and James Sherman, City Attorney D. Andrew Smith, III, City Manager Dale L. Martin and City Clerk Penny Overstreet.

1. **Call the meeting to order:** Chair Cooley called the meeting to order at 5:30 p.m.

2. **Pledge of Allegiance followed by a moment of silence to honor our Veterans, members of the Armed Forces and First Responders.** Mayor King led the pledge.

3. **Proclamations and Awards**

   a. April 29, 2026, Ocean Rescue — Lieutenant Greg Evans and Firefighter Matthew Malach. Mayor King read the proclamation into the record. Lt. Evans was present to accept the proclamation and the Medal of Valor.

   b. June 2, 2026, Ocean Rescue — Driver Engineer Kayla Mullen and Firefighter John Strickland. Mayor King read the proclamation into the record. Driver Engineer Mullen and Firefighter Strickland were present to accept the proclamation and the Medal of Valor

   c. June 2, 2026, Ocean Rescue — Deputy Chief Michael Schoenbrod and Officer Emmett Luttrell. Mayor King read the proclamation into the record. Deputy Chief Schoenbrod and Officer Luttrell were present to accept the proclamation.

   Mayor King issued the proclamations and thanked each for their efforts to save lives.

4. **Deletions and changes to the agenda.** Mr. Martin reported Item 7 b. (Resolution 2026-50) is removed from the agenda.

5. **Public comments regarding items not on the agenda.** Chief Blanchette announced the Flagler Beach Police Department is fully accredited. Paul Eik suggested the Commission create an integration committee to help our new residents understand what it is to be a resident of our City. Determine how and who runs the local government, possibly a Charter amendment to create districts. Patty Halloway asked how the proposed Palm Coast Data Center will affect our water rates, supply and quality. Mr. Martin responded to the comments, stating sure, it's a good idea if there is a way we could develop a "welcome wagon " for all new residents. Mr. Martin responded regarding the data center question that our utilities are separate and would not be affected. Regarding the electric that is yet to be seen; FPL is its own entity. He recently attended a meeting of Volusia representatives, and they discussed how they handle these types of centers, requiring them to connect to the reclaimed water. Discussion ensued that we have only approved 6 cable landings to build a large facility they would need more than 6 cables.

6. **Consent Agenda**

   a. Approve the Regular Meeting Minutes of June 11, 2026.

   b. Approve the Fiscal Year 2026/2027 Funding Agreement between the City of Flagler Beach and the Volusia-Flagler Transportation Planning Organization.

Chair Cooley opened public comment. No comments were offered. Chairman Cooley closed public comment. Motion by Commissioner Spradley to approve the consent agenda. Commissioner Sherman seconded the motion. The motion carried unanimously.

7. General Business

a. Resolution 2026-44. A Resolution by the City Commission of the City of Flagler Beach, Florida, approving payment to Florida Power & Light Company for utility relocation services related to Work Request WR14657578, required due to the location of the City's new plant, in an amount not to exceed $71,636.88; providing for conflict and an effective date. Attorney Smith read the title of the Resolution into the record. Mr. Martin reviewed the request advising due to the proposed new WWTP, the poles must be moved and replaced in a new location. Commissioner Cunningham asked if an additional electrician was required for the hook up. City Engineer Bill Freeman responded no, Florida Power and Light will perform all the work. Motion by Commissioner Spradley to approve Resolution 2026-44. Commissioner Santore seconded the motion. Chairman Cooley opened public comment. No comments were offered. Chairman Cooley closed public comment. The motion carried unanimously, after a roll call vote.

b. Resolution 2026-50. A Resolution by the City Commission of the City of Flagler Beach, Florida, to engage Johnson Controls to install a city-wide camera system for a purchase price of $109,859, payable with a 20% mobilization and progress billing to completion, with an annual subscription fee of $47,815.80; providing for conflict and providing an effective date. This item was removed from the agenda.

c. Resolution 2026-54. A Resolution by the City Commission of the City of Flagler Beach, Florida, amending Resolution 2026-28 to comply with the requirements of HB 803 (building permits and inspections act) and to modify the temporary reduction of certain building permit fees; providing for legislative findings; providing for conflicts; providing for severability; and providing for an effective date. Attorney Smith read the title of the Resolution into the record. Mr. Martin reviewed noting there are two components to this Resolution. The requirements of House Bill 803 and the increase to the percentage reduction of building permit fees. Questions were posed from the Officials to the City Attorney. How will the residents know what they can do, does the Code change. Attorney Smith responded that the Code still applies and Code Enforcement will have to write those violations. Staff will need to create an education program. The Commission reached a consensus to have staff look into developing a zoning review for fences by the Planning Department. Attorney Smith advised he would work with staff if it were determined an amendment to the Code is needed. Mr. Martin noted the need for a revision to the check list and reported the homeowners or their contractor are still required to apply for the exemption of the permit. Motion by Commissioner Santore to approve Resolution 2026-54. Commissioner Sherman seconded the motion. Chairman Cooley opened public comment. No comments were offered. Chairman Cooley closed public comment. The motion carried unanimously, after a roll call vote.

8. Public Hearings

a. Ordinance 2026-12. An Ordinance of the City of Commission of the City of Flagler Beach, Florida, amending the Code of Ordinances of the City of Flagler Beach related to credits and adjustments to utility bills; providing for severability, codification, conflicts, and an effective date (Second Reading). Attorney Smith read the title of the Ordinance into the record. Mr. Martin reviewed the need for the Ordinance and advised Mrs. Nobre was present for any questions they may have. Motion by Commissioner Sherman to approve Ordinance 2026-12. Commissioner Cunningham seconded the motion. Chair Cooley opened public comments. No comments were offered. Chair Cooley closed public comment. The motion carried unanimously, after a roll call vote.

b. Ordinance 2026-13: An Ordinance of the City of Flagler Beach, Florida, amending Chapter 9, Fire Protection and Prevention, to adopt by reference the current edition of the Florida Fire Prevention Code and provide for investigation guidelines; providing for codification, conflicts, and an effective date (First Reading). Attorney Smith read the title of the Ordinance into the record. Mr. Martin reviewed advising this brings the City Fire Code in line with the State Fire Code. Attorney Smith reported that unlike the Building Code which we must adopt by specific edition, this Code can be adopted as current, an Evergreen Provision so as revisions are adopted by the state we follow that adoption. Motion by Commissioner Spradley to approve Ordinance 2026-13. Commissioner Sherman seconded the motion. Chair Cooley opened public comment. No comments were offered. Chair Cooley closed public comment. The motion carried unanimously, after a roll call vote.

9. Staff Reports

a. City Attorney: Attorney Smith spoke of Governor DeSantis's signing of two new laws relating to property tax, stating the terminology changes appear to be more of a clean-up. Both Senate Bill 4-F and House Bill 1329 will affect us in the next year's (FY 27/28) budget process. Under current law, local governments may increase the rolled-back rate based on growth in Florida's per-capita personal income. Senate Bill 4-F removes that adjustment and generally limits the maximum levy to the standard rolled-back rate. The Bill also establishes higher approval thresholds when seeking to exceed the rolled-back rate. Millage rates up to 110 percent of the rolled-back rate require a two-thirds vote of the governing body. Rates above 110 percent would require a unanimous vote, or voter approval through referendum.

House Bill 1329 requires the city to provide taxpayers with greater visibility into government spending and budget decisions. The legislation will require that we publish detailed financial information online, including budget summaries, revenues and expenditures, departmental spending, staffing information, reserve levels and fund balances, as well as additional financial reports and budget documents. The Bill also requires quarterly reports on employee compensation and establishes annual budget development calendars to promote year-round transparency. Lastly the legislation will require the Commission to conduct a budget reduction exercise before adopting a final budget. Local officials must identify strategies to reduce proposed spending by 10 percent without affecting essential services such as law enforcement, fire protection and other legally required government functions.

b. City Manager: Mr. Martin thanked the Facilities Department for the beautification efforts they are making in Veterans Park. Mr. Martin advised three shade structures are to be installed in Veteran's Park next week. Mr. Martin reported on the proposed activities for the Fourth of July event. Mr. Martin reported he is meeting with a Landscape Architect next week to develop three conceptual ideas to reconfigure Veterans Park. His plan is to run the plans through the Parks and CRAAB Committees for their recommendations before bringing them to the Commission for final approval/direction. Discussion ensued. Mr. Martin stated the intent is to come up with three (3) renderings, the direction Staff has heard from the Commission is; the park needs to be cleaned up, underground the electric, and redo the fountain, maybe a brick sidewalk. Mr. Martin reported that Mr. Belche is funding Landscape Architect. The Commission reached a consensus to have the renderings be simple and low maintenance, clean and easy to maintain.

10. Commission Comments

a. Commission comments, including reports from meetings attended. Mayor King thanked the Police Department for their efforts to attain accreditation. She commended the Facilities staff for their work to clean up the Park. Commissioner Santore reminded all to have a safe a Fourth and inquired of Chief Blanchette how fireworks are regulated. Chief Blanchette noted they are illegal apart from the three days Governor DeSantis signed legislation that allows pyrotechnics on the Fourth of July, New Years Eve and New Years Day. Commissioner Spradley thanked Chief Blanchette for speaking at his town hall, and Daryl Reynolds came and spoke about Keep Flagler Beach Beautiful. Commissioner Sherman reported and urged staff and residents to

participate in Clean-Up with a Commissioner on July 5th at 8:00 a.m. Commissioner Cunningham inquired if the Lift Station Project funded by a Grant was completed. Mr. Freeman responded "no", the Contractor has started." Commissioner Cunningham spoke of the high costs of reverse osmosis, he feels if the City repairs the Inflow and Infiltration (I&I) problem we would not need a reverse osmosis plant. Commissioner Cunningham inquired what has been done to improve our stormwater system(s) in the last 10 years. He continued by stating; we installed the new backflows but there is no maintenance plan for them. Commissioner Cunningham inquired why no flags were put out on Flag Day. Mr. Martin responded traditionally we have not put them out on that day, but we will be going forward. Chairman Cooley inquired to the City Manager when the smoke testing was scheduled. Mr. Martin responded the contract award will be before you in July. Mr. Martin requested City Engineer, Bill Freeman provided additional information. Mr. Freeman stated we are concentrating on the areas McKim & Creed identified with the highest I&I. Those areas will be smoke tested; they are predominantly in the south end of the city.

11. Public comments regarding items not on the agenda. No comments were offered.

12. **Adjournment.** Commissioner Spradley put forth a motion to adjourn the meeting at 6:34 p.m.

_____
Eric D. Cooley, Chairman

Attest:

_____
Penny Overstreet, City Clerk

Staff Report

City Commission Regular Meeting

July 9, 2026

To:	City Commission
From:	Dale Martin, City Manager
Meeting Date:	July 9, 2026
Item Name:	Appointment of Finance Committee Member

Background:

Resolution 2006-03 established the City of Flagler Beach Investment Committee, which was later renamed the Finance Committee via Resolution 2024-62. The Resolutions recommend the Committee consist of the City Mayor, a Commissioner, an Attorney, an Investment Broker/Counselor, and a Banker. One term expires July 9, 2026, and three applications were received to fill this vacancy. Please score the applicants 1, 2, 3, with 1 being your best candidate.

At the May 14, 2026, meeting, the City Commission approved the standardization of terms for the Planning and Architectural Review Board, allowing them to expire on December 31st. I am proposing the same standardization for the Finance Committee. Resident committee members serve two-year terms with the Mayor and a Commissioner appointed annually during the March Sine Die meeting. As can be observed, current terms expire in March and July.

I suggest the pending appointment expire on December 31, 2028, and terms of upcoming citizen appointments expire December 31st, 2029. If accepted, the City Commission would consider new appointments each year at the December City Commission Regular Meeting for terms beginning January 1.

Fiscal Impact:
None

Staff Recommendation:
NA

Attachments:
1. Resolution 2006-03
2. Resolution 2024-62 Changing Name to Finance Committee

3. Finance Committee Member List 05.19.2026
4. Scoring Sheet 06.22.2026
5. Amanda Liverano Application Received 052026
6. Andrea Schweizer 06.17.2026
7. Boyd Venable Jr 06.22.2026

RESOLUTION 2006-03

A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF FLAGLER BEACH, FLORIDA, PERTAINING TO THE MAKEUP OF THE INVESTMENT COMMITTEE OF THE CITY, PROVIDING FOR CONFLICT AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the current Investment Committee consists of the City Mayor, the City Manager and the City Finance Director.

WHEREAS, it would be more effective to broaden the scope of the committee while limiting the role of staff to advisors.

WHEREAS, it is recommended that the Investment Committee consist of the City Mayor, a Commissioner, an Attorney, an Investment Broker/Counselor, and a Banker. Both the City Manager and the Finance Director will serve as ex officio members. In the absence of an Investment Committee, the City Commission will serve in that capacity.

WHEREAS, it is believed that the expertise of such persons would benefit the City.

WHEREAS, Section 2-189.5, Delegation of authority of the Investment Policy requires a resolution appointing an Investment Committee.

NOW THEREFORE BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF FLAGLER BEACH, AS FOLLOWS

SECTION 1. That the Investment Committee consist of the City Mayor, a Commissioner, an Attorney, an Investment Broker/Counselor, and a Banker. The City Manager and the Finance Director will both serve as ex-officio members. The Attorney, Investment Broker/Counselor, and Banker shall serve a term not to exceed two (2) years. The Mayor and Commission representative(s) will be appointed annually at the Sine Die meeting. In the absence of an Investment Committee, the City Commission will serve in that capacity.

SECTION 2. All Resolutions or parts thereof in conflict herewith be and the same are hereby repealed.

SECTION 3. This Resolution shall become effective January 12, 2006.

PASSED AND ADOPTED THIS 12th DAY OF January, 2006.

CITY OF FLAGLER BEACH, FLORIDA
CITY COMMISSION

Ed Kuhnlein

Ed Kuhnlein, Mayor

ATTEST:

Angela M Apperson

Angela M. Apperson, City Clerk

RESOLUTION 2024-62

A RESOLUTION BY THE CITY OF FLAGLER BEACH, FLORIDA TO RENAME THE INVESTMENT COMMITTEE TO THE FINANCE COMMITTEE; PROVIDING FOR THE NAME CHANGE AND EXPANDING THE SCOPE OF DUTIES OF SAID TASK COMMITTEE; PROVIDING FOR CONFLICT AND EFFECTIVE DATE

WHEREAS, the current Investment Committee consists of the City Mayor, a Commissioner, an attorney, an Investment Broker/Counselor and a Banker. The City Manager and the Finance Director serve as ex-officio members; and

WHEREAS, it would be more effective for the City to broaden the scope of the committee while changing the Committee's name to the Finance Committee to more accurately reflect the topics discussed.

NOW THEREFORE BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF FLAGLER BEACH:

SECTION 1. That the Investment Committee's name to change to the Finance Committee.

SECTION 2. All resolutions or parts of resolutions in conflict herewith be and the same are hereby repealed.

SECTION 3. This Resolution shall become effective immediately as provided by law.

PASSED AND ADOPTED THIS 24th DAY OF OCTOBER, 2024.

CITY OF FLAGLER BEACH, FLORIDA CITY COMMISSION

Patti King, Mayor

ATTEST:

Penny Overstreet, City Clerk

Finance Committee

Jacqueline Terry
6 Windsong Cove
Flagler Beach, FL 32136
352-234-7352
Jackie.terry@att.net

March 24, 2025 - March 24, 2027
(Banker)

Andrea Gulliksen
107 Flagler Plaza Drive
Palm Coast, FL 32137
(386) 439-0047
andrea.gulliksen@edwardjones.com

March 24, 2025 – March 24, 2027
(Financial Advisor)

Boyd Venable
812 S Central Ave.
Flagler Beach, FL 32136
972-345-9900
Bwv3@msn.com

July 9, 2024 – July 9, 2026
(Attorney)

Mayor Patti King
105 S. 2nd Street
Flagler Beach, FL 32136
386-338-2879
pking@cityofflaglerbeach.com

March 2026 - March 2027
(Mayor Representative)

Commissioner Scott Spradley
105 S. 2nd Street
Flagler Beach, FL 32136
386-986-6183
sspradley@cityofflaglerbeach.com

March 2026-March 2027
(Commission Representative)

EX-OFFICIO MEMBERS

Dale Martin
105 S. 2nd Street
Flagler Beach, FL 32136
386-517-2000 x222
dmartin@cityofflaglerbeach.com

(City Manager)

Hollie Harlan
105 S. 2nd Street
Flagler Beach, FL 32136
386-517-2000 x220
hharlan@cityofflaglerbeach.com

(Finance Director)

This board meets quarterly. Term of office is two years. Elected Officials are appointed annually at the Sine Die meeting. A quorum constitutes a majority of committee members. Resolutions 2024-62 (changing name to Finance Committee), 2006-03 (establishing Investment Committee) and 2006-04 (Pertaining to City's Investment Policy) cover this Committee.

05192026

REVISED 06-22-2026

Finance Committee
Score Sheet for 1 Seat with Term Expiring July 09, 2026

Please rank each member 1-3, with 1 being the highest score. The applicant receiving the lowest score will be selected. Incomplete scoring sheets will be returned to you.

Applicants						
Alphabetical Order	Mayor	Cooley	Cunningham	Santore	Sherman	Spradley
Amanda Liverano						
Andrea Schweizer						
Boyd Venable Jr.						

PLEASE MARK YOUR SELECTIONS AND RETURN TO CLERK AFTER APPLICANTS ARE EVALUATED AND SCORED

Colleen Kuhn

From: noreply@civicplus.com
Sent: Wednesday, May 20, 2026 2:24 PM
To: Colleen Kuhn; Penny Overstreet
Subject: External - Online Form Submittal: Advisory Board and Committee Application Form

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

Advisory Board and Committee Application Form

First Name	Amanda
Last Name	Liverano
Street Number	1801
Street Name	N central ave
Street Type	Ave
P.O. Box	*Field not completed.*
City	Flagler beach
State	Florida
Zip	32136
Phone Number	508-932-5700
Cell Phone	*Field not completed.*
Email Address	Amanda4fitness@yahoo.com
Occupation	Sales executive
Number of Years as a Resident	1.5
How many Commission Meetings have you attended?	0
Are you registered to vote in Flagler County	Yes

Please describe your professional and/or volunteer experience which best qualifies you for your selection to the board(s) or committee(s).	I have Been involved in multiple planning and committee boards when I lived In Rhode Island and Connecticut. Also part of multiple committees through my job at Philip's Healthcare. I am Dedicated to make wherever I am Living a better place for all residents.

Please check all boxes of the Committees you would like to serve.

Boards and Committees	Planning and Architectural Review Board, Economic Development Task Force, Beach Management Plan, Parking Committee, Investment Committee
Have you served on a City Board or Committee in the past?	No

Email not displaying correctly? View it in your browser.

Colleen Kuhn

From: noreply@civicplus.com
Sent: Wednesday, June 17, 2026 10:50 AM
To: Colleen Kuhn; Penny Overstreet
Subject: External - Online Form Submittal: Advisory Board and Committee Application Form

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

Advisory Board and Committee Application Form

First Name	Andrea
Last Name	Schweizer
Street Number	1329
Street Name	N Daytona
Street Type	Ave
P.O. Box	*Field not completed.*
City	Flagler Beach
State	FL
Zip	32136
Phone Number	3865034412
Cell Phone	*Field not completed.*
Email Address	angjay333@hotmail.com
Occupation	CFO
Number of Years as a Resident	13
How many Commission Meetings have you attended?	5-10 in Volusia County
Are you registered to vote in Flagler County	Yes

Please describe your professional and/or volunteer experience which best qualifies you for your selection to the board(s) or committee(s).	I currently work as the CFO for SMA Healthcare, a local nonprofit that focuses on Substance Use and Mental Health. Our services are require us to be aware of state and federal funding, so I'm familiar with the ups and downs of the different funding sources as well as how grant funding works. I'm also currently volunteer on a quarterly board for St. John's CoC. With my back ground I feel I would be a good candidate for the finance team. On a personal level I've lives in Flagler County since I started preschool and have raised my children here. We've lived in Flagler Beach for over 13 years and have a deep understanding of the challenges that it faces during this time.

Please check all boxes of the Committees you would like to serve.

Boards and Committees	Finance Committee
Have you served on a City Board or Committee in the past?	No

Email not displaying correctly? View it in your browser.

Received
JUN 2 2 2026
City of Flagler Beach

CITY OF FLAGLER BEACH
ADVISORY BOARD AND COMMITTEE APPLICATION FORM

(Please fill out form completely)

Name: Boyd W. Venable, Jr. **Date:** 6/

Physical address: 812 S Central Ave FB, FL 32136

Mailing address: P.O. Box 673 " " "

Home phone: 386-289-7415 **Daytime phone:** _____

Fax: _____ **E-Mail:** bwv3@msn.com

Occupation: retired attorney

Number of years of City residence: 5 **Own:** X **Rent:** _____

Are you registered to vote in Flagler County? Yes X **No** _____

Identify the board(s) or committee(s) to which you request appointment:

FINANCE

Please describe your professional and/or volunteer experience or background which best qualifies you for selection to the board(s) or committee(s):

professional experience as FDIC Attorney and various commercial practice; ϕ

How many City Commission/board meetings have you attended in the last 2 years? 0 but I watch them online

Have you ever served on a City advisory board or committee in the past?

Yes X **No** _____

If yes, please describe: finance

Boyd W. Venable, Jr.

Signature

Please return this application to the City Clerk, P.O. Box 70, 105 S. 2nd Street, Flagler Beach, Florida 32136

Staff Report

City Commission Regular Meeting

July 9, 2026

To:	City Commission
From:	Daniel Impson, IT Coordinator
Meeting Date:	July 9, 2026
Item Name:	Resolution 2026-52. A Resolution by the City Commission of the City of Flagler Beach to engage United Data Technologies for Managed Information Technology Services in the amount of $179,745.57 initially; providing for conflict and an effective date.

Background:

The City of Flagler Beach currently receives Information Technology (IT) managed services through an Interlocal Agreement with Flagler County. While this arrangement has provided technology support for City operations, the City's technology environment has continued to grow in complexity and importance, particularly with respect to cybersecurity, cloud services, public safety systems, and regulatory compliance.

As part of the City's review of future technology needs, staff identified the need for a managed services provider capable of delivering comprehensive IT support, strategic technology planning, cybersecurity services, and scalable infrastructure management. Of particular importance is the requirement to provide reliable 24-hour support for Police Department personnel and other emergency services operations. Public safety systems require rapid response capabilities and continuous availability to ensure uninterrupted service to residents and visitors.

To evaluate available options, the City issued a Request for Proposals (RFP) for Information Technology Managed Services and Strategic Support. Following review of the submitted proposals, United Data Technologies (UDT) was identified as the highest-ranked firm based on qualifications, experience supporting government entities, managed service capabilities, cybersecurity expertise, CJIS-compliant support for law enforcement systems, and ability to provide 24x7 monitoring and support services.

Fiscal Impact:

$179,745.57 1st year.
$174,245.57 subsequent years.

Managed Services, SOC/NOC and help desk: $805.95 per user annually.

Asset Management and Procurement: $47.61 per user annually.
Incident Response Retainer: $247.00 per user annually.
Security Training: $182.36 per user annually.

Staff Recommendation:

Staff recommends approval of Resolution 2026-52, authorizing engagement of United Data Technologies for Managed Information Technology Services.

Attachments:

1. 2026-52 United Data Technologies
2. United Data Technologies
3. Evaluation Scorebook Final
4. City of Flagler Beach Managed IT Services RFP
5. Athena Consulting Group,LLC
6. BAA Consulting
7. Brick Tech
8. Consultadd Inc-
9. Corsica Technologies
10. iventure Solutions
11. James Moore & Co.
12. Rolle IT, LLC
13. So Opus Sit Tech Management LLC
14. The Scarlett Group
15. Zazz
16. Team Logic IT 2

RESOLUTION 2026-52

A RESOLUTION BY CITY COMMISSION OF THE CITY OF FLAGLER BEACH, FLORIDA, TO ENGAGE UNITED DATA TECHNOLOGIES FOR MANAGED INFORMATION TECHNOLOGY SERVICES, PROVIDING FOR CONFLICT AND EFFECTIVE DATE.

WHEREAS, the City of Flagler Beach issued a Request for Proposals for Information Technology (IT) Managed Services and Strategic Support to ensure the continued delivery of reliable, secure, and cost-effective technology services throughout the City; and

WHEREAS, the City received proposals from qualified firms and conducted an evaluation of each proposal based on the criteria established in the Request for Proposals process; and WHEREAS, United Data Technologies, Inc. (UDT), a Florida-based technology services provider founded in 1995, demonstrated extensive experience providing managed information technology services, cybersecurity services, cloud services, strategic planning, and municipal technology support; and

WHEREAS, UDT maintains CJIS-compliant personnel and processes for supporting public safety technology systems and provides 24-hour monitoring and support capabilities through its Network Operations Center (NOC) and Security Operations Center (SOC); and

WHEREAS, UDT's proposal includes helpdesk and end-user support, infrastructure management, cloud administration, cybersecurity services, strategic IT leadership, asset management, procurement support, and business continuity and disaster recovery services; and

WHEREAS, the evaluation determined that United Data Technologies, Inc. submitted the proposal that represents the best value and overall benefit to the City of Flagler Beach; and

WHEREAS, the City Commission finds that entering into an agreement with United Data Technologies, Inc. is in the best interests of the City and its residents and will support the City's operational, cybersecurity, and strategic technology objectives.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF FLAGLER BEACH, FLORIDA AS FOLLOWS:

SECTION 1. The City Commission hereby approves the selection of United Data Technologies, Inc. as the City's provider of Managed Information Technology Services and Strategic Support for $179,745.57 Annually.

SECTION 2. The City Manager is authorized to negotiate final terms and execute an agreement with United Data Technologies, Inc., together with any necessary ancillary documents, in substantially the form presented to the City Commission and within the approved budget.

SECTION 3. The City Manager and City staff are authorized to take all actions necessary to implement the provisions of this Resolution and the resulting agreement.

SECTION 4. All resolutions and parts of resolutions in conflict with this Resolution are hereby repealed.

SECTION 5. If any portion of this Resolution shall be declared unconstitutional or if the applicability of this Resolution or any portion thereof to any person or circumstances shall be held invalid, the validity of the remainder of this Resolution and the applicability of this Resolution to other persons or circumstances shall not be affected thereby.

SECTION 6. This Resolution shall become effective upon execution.

Upon motion duly made and carried, the foregoing Resolution was accepted by the City Commission of the City of Flagler Beach this 9th day of July, 2026.

CITY OF FLAGLER BEACH, FLORIDA

ATTEST

Patti King, Mayor

PENNY OVERSTREET, CITY CLERK

INFORMATION TECHNOLGOY (IT) MANAGED SERVICES & STRATEGIC SUPPORT

DUE 05/20/2026

5:00PM EST

RESPONSE TO:

CITY OF FLAGLER BEACH REQUEST FOR PROPOSAL (RFP) – INFORMATION TECHNOLOGY (IT) MANAGED SERVICES & STRATEGIC SUPPORT

SUBMITTED TO:

Penny Overstreet - City Clerk
City of Flagler Beach
105 S. 2nd Street
Flagler Beach, FL. 32136
poverstreet@cityofflaglerbeach.com

SUBMITTED BY:

Jim Snyder - Account Executive
United Data Technologies
2900 Monarch Lakes Blvd Suite 300
Miramar, FL 33027
(412) 736-2940

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Letter of Transmittal

United Data Technologies. Inc.
2900 Monarch Lakes, Blvd. Suite 300
Miramar, FL 33027

Penny Overstreet,

United Data Technologies, Inc. (UDT) appreciated the opportunity to work with the City of Flagler Beach on the implementation of Defender for Office 365 email security solutions as part of the State of Florida DMS Security Grant award. We are pleased to have this opportunity to provide a response to the City of Flager Beach, for Information Technology (IT) Managed Services & Strategic Support. UDT is a leading provider of innovative and customized technology services, products, and solutions that enhance your business performance and efficiency. UDT has been delivering high-quality IT solutions to clients across various industries and sectors since 1995. Some of the benefits of choosing UDT as your IT solutions provider are:

- UDT offers a comprehensive range of IT solutions, including cloud computing, cybersecurity, data analytics, digital transformation, managed services, mobility, and network infrastructure.
- UDT has a team of certified and experienced IT professionals who are committed to understanding your needs, challenges, and goals, and providing you with tailored and cost-effective solutions that meet or exceed your expectations.
- We have a proven track record of delivering successful IT projects on time and within budget, with minimal disruption to your operations and maximum customer satisfaction.

We look forward to discussing this opportunity further with you and demonstrating our capabilities and value proposition. UDT has provided the name, title, address, telephone, and email address of the persons to be contacted for clarifications or additional information regarding its proposal.

Primary Contact: Jim Snyder Account Executive United Data Technologies, Inc, 2900 Monarch Lakes Blvd, Suite 300 Phone: (412) 736-2940 Email: jsnyder@udtonline.com	**Executive Contact:** Mike Hendrix VP, SLED Sales - SLG/HED & Commercial United Data Technologies, Inc, 2900 Monarch Lakes Blvd, Suite 300 Phone: (954) 415-0880 Email: mhendrix@udtonline.com

UDT appreciates the opportunity to submit this proposal to the City of Flager Beach for the Information Technology (IT) Managed Services & Strategic Support Request for Proposal and we look forward to supporting you. Thank you for your consideration.

Sincerely,

Mike Hendrix

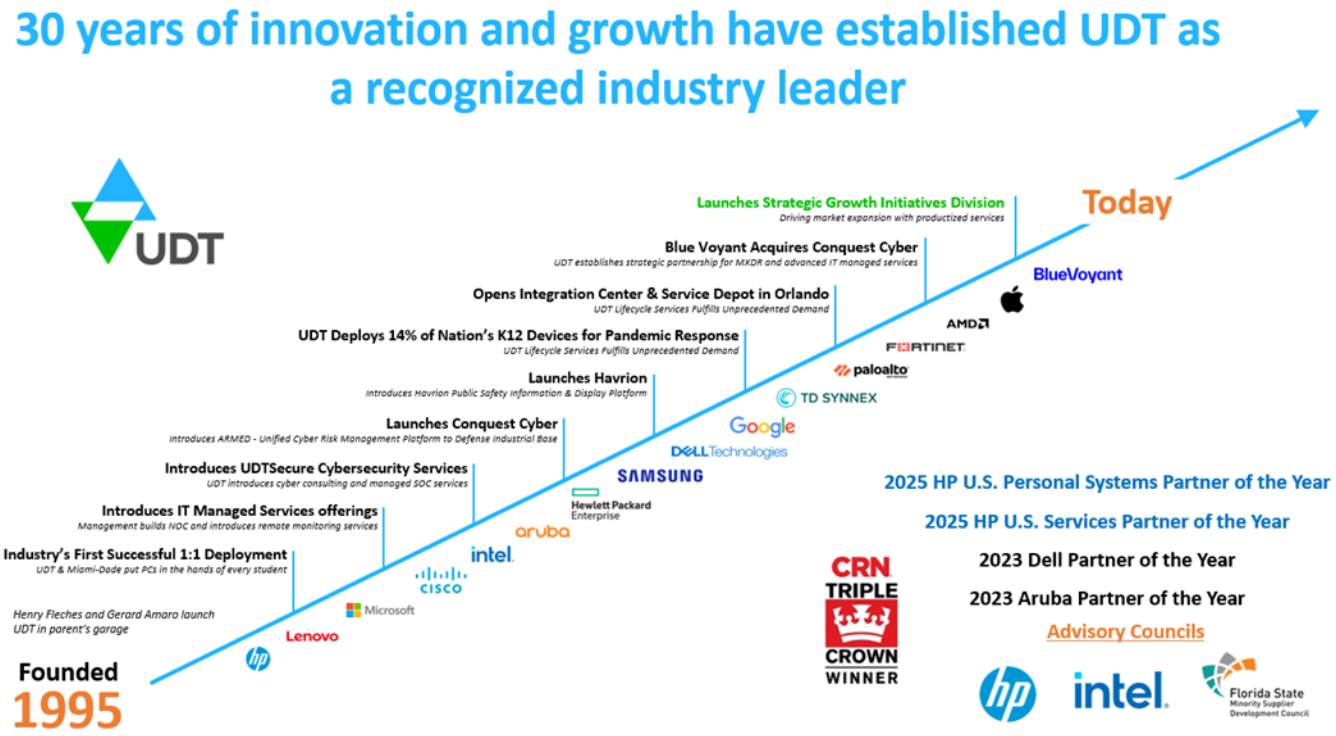
Mike Hendrix / Vice President of Sales / SLG and HIED

1. Company Overview

United Data Technologies (UDT), founded in 1995, is a minority business with headquarters in South Florida, with thirteen locations across eleven states. UDT has received national and regional recognition including from Inc. 500, CRN's Top 150, and the South Florida Business Journal as one of the 50 fastest-growing private companies in South Florida. UDT's continued emphasis on delivering end-to-end technology solutions and a customer-centric service model have enabled UDT to become the largest privately held technology company with Florida headquarters.

Since 1995, UDT has helped K12 and Higher Ed institutions, State & Local governments, and commercial enterprises achieve their top education, technology, and business objectives through custom, scalable IT solutions in Managed Services, Lifecycle Management, Cybersecurity, Data Center, and Cloud.

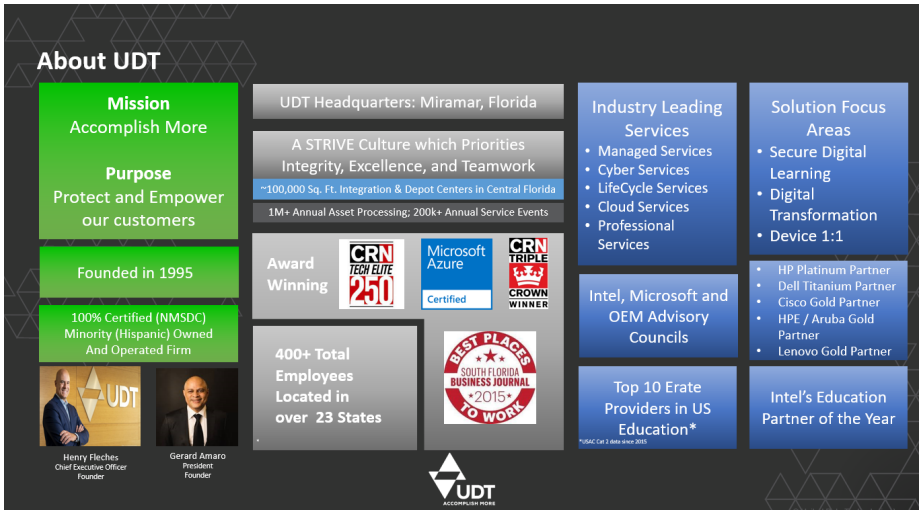
That is why—in addition to delivering industry-leading technology products, UDT offers a complete line of professional and managed services in support of end-to-end lifecycle management, including innovative managed IT, cybersecurity, and fleet management solutions designed expressly for sustainable education technology deployments.



UDT Services

At UDT, providing comprehensive IT solutions to businesses of all sizes is our main priority. Our team consists of highly skilled individuals with diverse backgrounds and extensive business knowledge. Among our abilities are:

- **IT Strategy and Consulting**: We provide strategic IT consulting services to Service businesses that align their IT projects with their overall objectives. Our consultants work closely with clients to understand their specific issues and provide tailored solutions that support productivity and expansion.
- **Cloud Solutions**: We Service businesses use cloud technologies to reduce costs and enhance operations. For businesses to benefit from the security, scalability, and flexibility that cloud platforms offer, our staff assists with cloud migration, management, and optimization.



- **Lifecycle Services:** As a cross-OEM authorized provider, UDT's proven approach to Lifecycle Services is backed by the top vendors. We deliver complete, custom endpoint management solutions that support your goals for sustainability and growth while keeping you out of the PC business.
- **Cybersecurity**: UDT is knowledgeable about the newest cybersecurity threats as well as best practices. Among the services we offer are risk assessments, vulnerability management, incident response, and security awareness training. Protecting businesses' data and preventing cyberattacks is our goal.
- **IT Infrastructure Management:** We design, implement, and oversee a robust range of IT infrastructures, including cloud solutions, network architecture, and data centers. Our expertise ensures that businesses have reliable and scalable IT infrastructure.
- **Managed Services**: We provide comprehensive, proactive IT management services that include Service desk support, patch management, system updates, and 24-hour monitoring. Our managed services approach allows businesses to focus on their core competencies while we handle their IT infrastructure.
- **Collaboration and Communication Solutions:** UDT offers collaboration and communication tools to boost productivity and teamwork in companies. Our expertise with platforms like Microsoft Teams, Cisco Webex, and Zoom ensures seamless integration and user-friendly experiences for both on-site and remote workers.
- **Data Analytics:** UDT is skilled at implementing data analytics initiatives to allow businesses to draw meaningful conclusions from their data. Our experts use state-of-the-art analytics tools and methodologies to assess data, identify trends, and reach data-driven decisions.

All things considered, UDT's core competencies enable us to offer complete IT solutions that provide businesses with dependable technology, heightened security, and heightened productivity.

Ownership structure

- UDT is a Florida Corporation established in 1995. Privately Owned Corporation.
- UDT is owned by Enrique A. Fleches 40%, Gerard Amaro 40%, and Trust 20%.
- UDT minority business headquartered in South Florida, which has also expanded its reach into sixteen states while also growing its portfolio to include cybersecurity, cloud, managed services, and lifecycle services.
- On March 23rd, UDT began its 30th year in business. Founded in their parent's garage, UDT has grown to a company of 370+ employees and expected sales of $400+ million in 2024.
- United Data Technologies was established with a focus on Florida K-12. Since then, UDT has grown with higher education, state, and local, and commercial customers.

UDT by the Numbers

Annual Revenue	$350 M
Length of Time in Business	Founded 1995
Staff Members	500+
States with Client Operations	9
Largest School Districts in US	9 of 20
National E-Rate Providers	Top 20
Fortune 500 Clients	7
State Governments	3
Assets Under Management	1.5 million+
Annual Service Incidents Resolved	2.1 million+
Devices Repaired Daily	1,000+
Devices Configured and Enrolled per Day	11,000+
Annual Device Capacity	1.2 million+
Security Certifications	SSAE-16 / SOC 2 TYPE II

UDT Locations

HEADQUARTERS

2900 Monarch Lakes Blvd., Suite 200
Miramar, FL, 33027
P: (954) 308-5100

ORLANDO INTEGRATION CENTER

2612 Consulate Drive, Suite 100
Orlando, FL 32819
P: (407) 641-5469

OKLAHOMA

13900 N. Portland Ave., Suite 130
Oklahoma City, OK 73134
P: (405) 438-6618

TENNESSEE

1 Music Circle South, Suite 200
Nashville, TN 37203
P: (800) 882-9919

COLUMBIA INTEGRATION CENTER

105 Ministry Drive
Irmo, South Carolina 29063

ORLANDO

9436 Southridge Park Ct., Suite 800
Orlando, FL 32819
P: (800) 882-9919

TALLAHASSEE

1621 Metropolitan Blvd., Suite 102
Tallahassee, FL 32308
P. (850) 329-6215

MIAMI LAKES INTEGRATION CENTER

14042 N.W. 82nd Ave.
Miami, FL 33016
P: (786) 364-6097

TEXAS

600 Congress Ave.
Austin, TX 78701

UDT Partners

Data Center | Cisco, HPE, Pure Storage, Rubrik, VMware, Microsoft, NetApp, Dell, HPE Juniper Networking, Arista

End User Computing | HP, Lenovo, Dell

Edge Networking | Cisco, HPE, Fortinet, HPE Aruba Networking, HPE Juniper Networking, Arista

Core/Data Networking | Cisco, Microsoft, HPE, Arista

Cloud | Microsoft, AWS

Security | Conquest, Fortinet, Cisco, Microsoft, Paloalto Networks, F5, HPE Juniper Networking

UDT Managed Services

UDT (United Data Technologies) Managed Services are designed to provide end-to-end operational support for enterprise IT environments, allowing organizations to improve reliability, security, and performance while reducing internal IT burden and cost variability. UDT delivers these services through a combination of proactive monitoring, standardized ITIL-aligned processes, enterprise-grade tools, and U.S.-based service delivery.

At a high level, UDT's Managed Services focus on **Operate, Optimize, and Secure** across the IT stack.

Core Managed Service Areas

1. Managed IT Services (Infrastructure & End-User)

UDT provides comprehensive management of core IT infrastructure and end-user environments, including:

- 24x7x365 monitoring and alerting
- Incident, problem, and request management
- Patch management and OS updates
- Asset and configuration management
- Capacity and performance monitoring

These services are typically delivered through defined SLAs and standardized operating procedures, helping customers reduce downtime and improve service consistency.

2. Managed Network Services

UDT manages both on-prem and hybrid network environments, including:

- LAN, WAN, and WLAN management
- SD-WAN monitoring and optimization
- Firewall, router, and switch management
- Configuration backup and change management
- Network performance and availability reporting

Services are delivered proactively, with continuous monitoring and root-cause analysis to minimize disruptions.

3. Managed Security Services

UDT's Managed Security Services are designed to reduce cyber risk and support compliance initiatives. Offerings commonly include:

- Managed firewall and perimeter security
- Endpoint protection and response
- Security monitoring and alerting
- Vulnerability management and remediation support
- Security reporting and compliance alignment

These services integrate with broader UDT infrastructure and network management offerings for a unified security posture.

4. Managed Cloud & Hybrid Services

UDT supports cloud, hybrid, and multi-cloud environments by providing:

- Cloud infrastructure monitoring and management
- Backup and disaster recovery services
- Cloud optimization and cost management
- Hybrid environment integration and support
- Ongoing operational support for cloud workloads

UDT typically aligns these services with customer cloud strategies rather than pushing a single platform approach.

5. Managed Collaboration & Unified Communications

UDT manages collaboration platforms and communications solutions, including:

- Microsoft collaboration environments (e.g., M365 support)
- Voice and UC platform monitoring
- User provisioning and lifecycle management
- Performance monitoring and issue resolution

These services help ensure high availability and user adoption for business-critical communication tools.

6. Service Desk & End-User Support

UDT provides a centralized **Managed Service Desk**, typically including:

- Tier 1–3 support
- 24x7 or business-hours coverage
- ITIL-aligned incident and request workflows
- Self-service and knowledge base enablement
- End-user experience tracking and reporting

Support can be tailored by user group, location, or service criticality.

7. Lifecycle & Vendor Management (Optional Add-On)

Many managed services engagements include:

- Hardware and software lifecycle management
- Asset Management & Procurement coordination
- Vendor and warranty management
- Technology refresh planning

This complements UDT's managed operations by aligning support with asset lifecycle planning.

Delivery Model & Governance

UDT Managed Services are typically delivered through:

- Defined SLAs and KPIs
- Proactive monitoring and automated alerting
- Regular operational reporting and reviews
- Dedicated service management and escalation paths
- ITIL-aligned processes and controls

This governance structure supports transparency, accountability, and continuous improvement.

Why Customers Choose UDT Managed Services

- Single provider across infrastructure, network, security, and cloud
- Proactive vs. reactive service model
- Scalable services aligned to business growth
- Enterprise-grade tools and processes
- U.S.-based service delivery and support

2. Relevant Experience & References

Responding firms must demonstrate:

· A minimum of five (5) years of experience providing managed IT services

UDT Response: Since 1995, UDT has helped K12 and Higher Ed institutions, State & Local governments, and commercial enterprises achieve their top education, technology, and business objectives through custom, scalable IT solutions in Managed Services, Lifecycle Management, Cybersecurity, Data Center, and Cloud. More information can be found in Section 1 of this proposal.

· Experience supporting municipal or government entities (preferred)

UDT Response: UDT has decades of proven experience supporting city and county governments as well as state agencies, delivering secure, scalable IT solutions tailored to the unique demands of public-sector environments. The company offers a broad scope of services – from managed IT and cybersecurity to cloud infrastructure, network management, and end-user support – allowing government clients to streamline operations under one trusted provider. This comprehensive capability, combined with deep expertise in public-sector compliance and security, enables UDT to execute complex projects for government entities with confidence. Backed by a **proven track record of on-time, on-budget delivery** and robust 24/7 support, UDT provides the reliability and performance that municipal and state agencies demand.

· Adequate staffing levels with relevant technical certifications

UDT Response: UDT employs approximately 400+ full-time staff members. We are proud of the diversity of consultants, skill sets, and offerings across our IT services. We strive to keep our consultants up to date with their training certificates. The following list is a testament to how seriously UDT takes acquiring knowledge.

Number of Certifications	Types of Certifications
26	Cisco Certified Engineers - 10 CCIEs - 3 of which hold dual and triple CCIEs.
15	Certified VMware Engineers. 6 with VMware Certified Professionals (VCP) specializing in vSphere, Data Center Virtualization, and Data Center Administration.
8	8 Total HP Enterprise Certified Engineers. 4 with Aruba Certified Mobility Professionals.
4	HPE Master ASE specializing in Server and Networking. (Master ASE: Highest level of HPE certification).
3	HPE Aruba Networking Certified Professional – Campus Access Architect
2	HPE Aruba Certified Expert – Networking Security (ACX-NS)
1	Juniper Network Certified Expert
1	Juniper Network Certified Professional
30+	Microsoft Certified Professionals. 15 Microsoft Solutions Experts (MCSE) specializing in Data Centers.

Number of Certifications	Types of Certifications
38	Specializing in cloud technologies including Azure and Office 365.
45+	Criminal Justice Information Services Compliant Service Desk Agents.
12	Fortinet Certified Associate Cybersecurity.
24	Fortinet Certified Fundamentals Cybersecurity.
1	Fortinet Certified Professional Network Security.
1	Fortinet Certified Professional Public Cloud Security.
1	Fortinet Certified Professional Security Operations.
2	Fortinet Certified Solution Specialist Network Security.
15+	HP, Inc. Certified Technicians.
15	Our team of Dell and EMC certified engineers collectively hold over 15 Expert level certifications spanning the entire solutions portfolio.
5	Project Management Professional (PMP).
3	Certified Scrum Master (CSM).
3	Certified Information Systems Security Professional (CISSP).
1	Certified Information Security Manager (CISM).
3	Certified Ethical Hacker (CEH).
1	CompTIA Security+.
3	Certified Information Security Auditor (CISA).
2	Certified Chief Information Security Officer (CCISO).
1	Offensive Security Certificate.
2	Master's Degree in Cybersecurity.
1	Master's degree in Forensic Analysis.

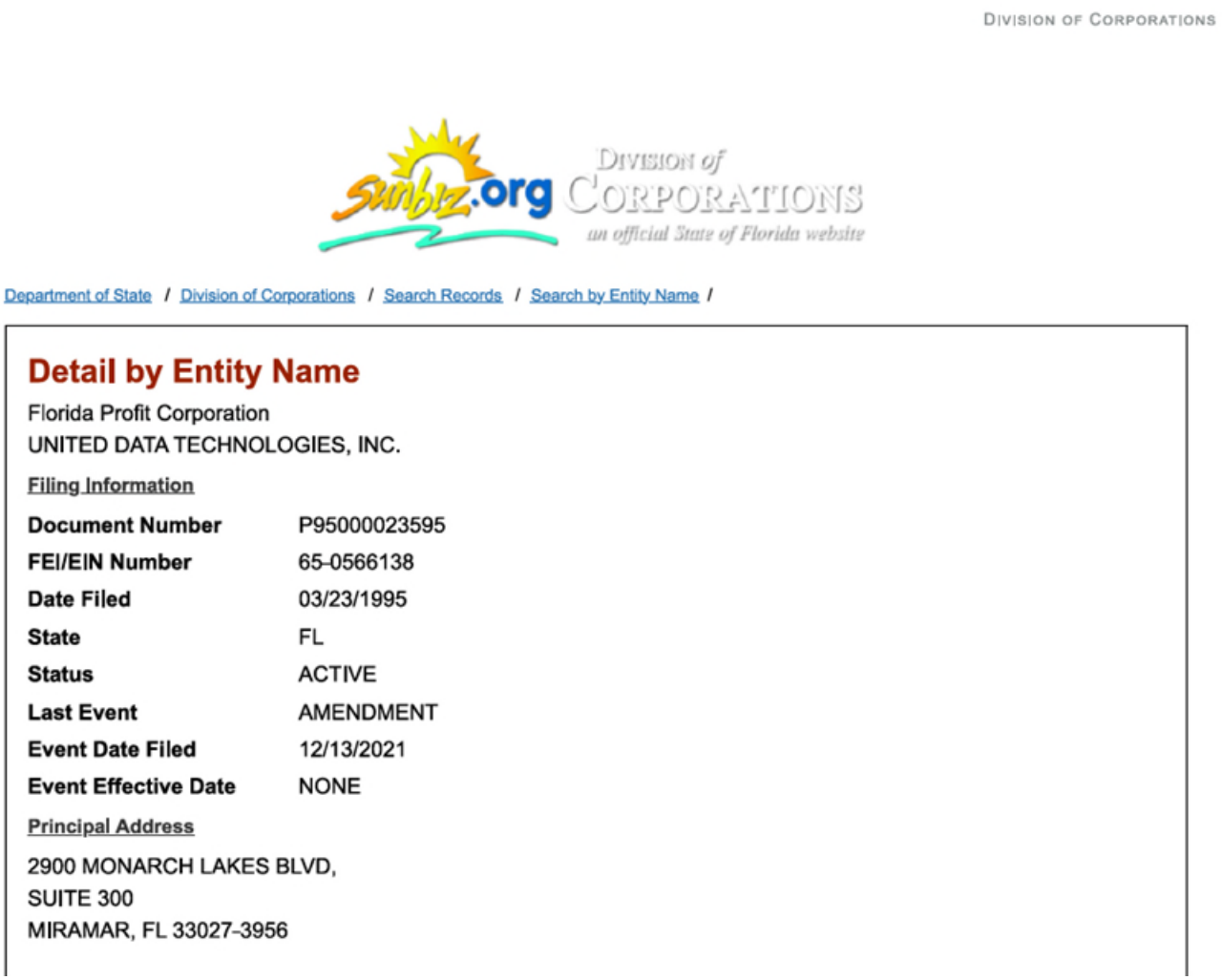
· CJIS compliance/certification for access to Police Department systems

UDT Response: UDT maintains CJIS compliance for work with law enforcement systems, both through its organizational security processes and its CJIS-cleared personnel. The company adheres to FBI CJIS requirements (including the CJIS Security Addendum) and ensures relevant staff undergo formal CJIS background checks and training. UDT currently employs **CJIS-vetted personnel** (e.g. over 45 CJIS-compliant service desk agents) to securely support police departments, reflecting its active CJIS compliance program.

· Authorization to conduct business in the State of Florida

UDT Response: A Copy of UDT's Current Registration with the Florida Department of State is below:

Copy of Current Registration with the Florida Department of State



DIVISION OF CORPORATIONS

Sunbiz.org DIVISION of CORPORATIONS an official State of Florida website

Department of State / Division of Corporations / Search Records / Search by Entity Name /

Detail by Entity Name

Florida Profit Corporation
UNITED DATA TECHNOLOGIES, INC.

Filing Information

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State	FL
Status	ACTIVE
Last Event	AMENDMENT
Event Date Filed	12/13/2021
Event Effective Date	NONE

Principal Address

2900 MONARCH LAKES BLVD,
SUITE 300
MIRAMAR, FL 33027-3956

References

Below is a list of customers that shows UDT's experience with providing IT Managed Services and Support:

Reference #1	
Name:	Sarasota-Manatee Airport Authority
Contact / Title:	Evan Kniting, CIO
Phone / Email:	352-724-1864 / evan.knighting@flysrq.com

Reference #2	
Name:	Pensacola State College
Contact / Title:	Steve Whitting, CIO
Phone / Email:	850-484-1196 / swhitting@pensacolastate.edu
Reference #3	
Name:	City of Miami
Contact / Title:	Ivan Matosevic / IT Systems/Network Manager
Phone / Email:	305-406-1077 / imatosevic@miamigov.com

3. Technical Approach & Methodology

Managed Services, SOC/NOC

UDT's technical approach and methodology is built on a proactive, service-driven framework that combines 24x7 monitoring, structured onboarding, security-first operations, and continuous service improvement to deliver reliable and scalable managed services. Through solutions such as UDTPulse Ops360, UDTPulse Assist360, and UDTSecure ActiveDefense 360, UDT provides centralized visibility, rapid incident response, patch and firmware management, help desk support, and managed detection and response across infrastructure, endpoints, and security environments. UDT's methodology emphasizes standardized service delivery, clear escalation paths, SLA-based performance, secure remote access, customer collaboration, and ongoing optimization to reduce operational risk, improve uptime, strengthen cybersecurity posture, and align technology operations with business objectives.

Cloud Migration of Server Workloads to Microsoft Azure

UDT delivers cloud migration services through a structured, decision-driven methodology that begins with comprehensive assessment and automated discovery of the existing environment to inventory workloads, configurations, utilization patterns, and dependencies, then aligns each workload to the most appropriate migration strategy—rehost, replatform, refactor or rearchitect, repurchase, or retire—based on performance, cost, complexity, and future-state requirements.

Using a disciplined delivery-owner model, UDT validates infrastructure, identity, network, and application dependencies in advance, enforces scope control, and executes migrations with Microsoft-native tools such as Azure Migrate through controlled replication, testing, and cutover processes aligned to approved maintenance windows. Security and governance are integrated throughout, including least-privilege access, network segmentation, monitoring, and logging, resulting in predictable, low-risk migrations that support operational continuity, reduce rework, and establish a strong foundation for future modernization aligned to enterprise cloud strategy.

Response to III. SCOPE OF SERVICES

The selected firm(s) will be expected to provide services including, but not limited to:

Requirement	UDT Acknowledgement
· **Helpdesk & End-User Support** 24/7 support for emergency personnel; standard business hours for all other users	Acknowledged
· **Infrastructure Support** Management and maintenance of servers, networks, and on-premise systems	Acknowledged
· **Cloud Services** Support and administration of platforms such as Microsoft 365, Entra ID, backup solutions, and related systems; including cloud migrations	Acknowledged
· **Cybersecurity Services** Endpoint detection and response (EDR), multi-factor authentication (MFA), security awareness training, vulnerability management, and incident response	Acknowledged

Requirement	UDT Acknowledgement
· **Strategic IT Leadership** Development of a five-year IT strategic plan, including a roadmap for cloud adoption and modernization	Acknowledged
· **Asset Management & Procurement** Inventory tracking, lifecycle management, procurement, and system configuration	Acknowledged
· **Business Continuity & Disaster Recovery** Planning, implementation, and ongoing testing	Acknowledged

4. Staffing Plan and Key Personnel

The below is a representation of the actual personnel and their qualifications that will be assigned to this effort:

Project related questions or concerns can be directed to your assigned UDT Project Manager and UDT Engineer for assistance. Matters requiring escalation should be directed to the Vice President of Managed Services.

Name	Title	Access to Data
George Fernandez	Vice President Managed Services	No
James Smith	Director, Cloud Security	No
Shaun Moraga	VP Risk and Information Security	No
Elvis Urbina	VP Customer Experience	No
Chris Garcia	Service Delivery Manager	No
Joe Gomez	Director of Cloud Professional Services	No
Jessica Gomez	Director PMO	No
Dana Briggs	Director of NOC Operations	No
Richard Reynoso	SVP of Managed Customer Solutions	No

5. SOC/NOC Capabilities

UDT operates fully staffed, U.S.-based Network Operations Center (NOC) and Security Operations Center (SOC) facilities that provide 24x7x365 proactive monitoring, support, and incident response for clients' infrastructure and security needs. The NOC focuses on core IT operations – continuous network and systems monitoring, performance optimization, and issue remediation – while the SOC provides specialized cybersecurity operations like threat detection, log analysis, and incident response. In UDT's coordinated model, NOC support is included for all managed services and SOC services are offered as an optional add-on for advanced security monitoring and response, with clearly defined roles for each function. When security alerts or anomalies surface, the NOC escalates them to the SOC for in-depth investigation and threat response, ensuring seamless coordination between operational and security teams.

- **Reliability & Resiliency:** UDT's SOC/NOC centers are geographically redundant, hardened facilities engineered for uninterrupted operations. The primary SOC is located in Miramar, FL, with a fully redundant backup NOC/SOC site in Nashville, TN – which can be augmented by an additional fallback site if needed. Both centers have multiple ISP uplinks, dual electrical grid feeds, UPS battery backups and generator power, and are housed in reinforced, access-controlled buildings with 24/7 CCTV monitoring and restricted badge access for physical security. This robust design provides resilience against outages (e.g. storms, power failures) and enables continuous 24×7 service availability. The entire operation adheres to rigorous security and quality standards – including SOC 2 Type II compliance – to ensure client data security and service integrity.
- **Scope of NOC vs. SOC Services:** The NOC handles real-time network and infrastructure management – e.g. monitoring WAN/LAN availability and performance, device health, bandwidth utilization, and handling IT service tickets. This includes automated alerts for issues, troubleshooting connectivity or hardware faults, maintaining uptime, and managing the ticket lifecycle. The SOC, when engaged, provides around-the-clock cybersecurity monitoring, threat detection, vulnerability tracking, and incident response for critical security events. The NOC's operations center on keeping systems running optimally (e.g. verifying network connectivity, responding to outages, and restoring services quickly), while the SOC adds continuous security oversight – analyzing logs and network traffic, hunting for threats, and coordinating responses to incidents or breaches. This dual approach ensures that clients receive both reliable performance management and robust security.
- **Advanced Tools & Platforms:** UDT leverages leading-edge technologies in both the NOC and SOC for comprehensive situational awareness and rapid response. The NOC employs UDT's proprietary UDTPulse remote monitoring and management platform for 24/7 infrastructure surveillance – using SNMP polling and other protocols to track device status, network performance, and system health in real time. The NOC also uses an ITIL-aligned service management system (UDT's UDTHub customer portal) for unified ticketing, event logging, and client communication. The SOC is centered on Next-Generation SIEM (Security Information & Event Management) and SOAR platforms, integrated with Endpoint Detection and Response (EDR) tools and threat intelligence feeds for advanced log correlation, anomaly detection, and automated analysis. This unified "single pane of glass" approach allows the SOC to correlate events across endpoints, networks, and cloud services, using AI-driven analytics to rapidly identify and prioritize threats. Both NOC and SOC teams have real-time visibility into client environments, enabling proactive issue resolution and threat defense.

- **Operational Processes & Escalation:** UDT's NOC and SOC adhere to mature, standardized processes that emphasize proactive management and swift incident handling. A formal tiered support model is in place for both functions. For example, Level 1 (Tier 1) NOC technicians serve as first-line support – continuously monitoring dashboards, responding to alarms/calls, performing initial diagnostics, and creating tickets. Level 2 (Tier 2) NOC engineers handle complex technical issues escalated from Tier 1, providing deeper troubleshooting and remediation for network or system incidents. Level 3 specialists are available for advanced engineering support, vendor coordination, or on-site dispatch in critical situations. Similarly, UDT's SOC follows a three-tier analyst model: Tier 1 SOC analysts perform continuous security monitoring, initial triage of alerts, and false-positive filtering, Tier 2 security engineers conduct in-depth threat investigations and incident handling, and Tier 3 senior experts (e.g. threat hunters/incident responders) engage on critical or highly complex security incidents requiring advanced forensic analysis. All incidents (both operational and security-related) are managed through a centralized ITIL-based service desk platform, ensuring consistent tracking, documentation, and communication. Structured escalation procedures (with designated technical and management points of contact) ensure that any issue is promptly raised to the appropriate level of expertise or management oversight if service impact is severe or an SLA is at risk. This disciplined process minimizes resolution times and ensures accountability, enabling UDT to meet or exceed committed Service Level Agreements (SLAs) for response and restoration.

Example: UDT's Severity-Based SLAs & Response Targets:

Incident Priority	Initial Response Time Target	Resolution Plan Target
P1 – Emergency (Critical Outage)	Within 30 minutes	Within 1 hour
P2 – Critical (High-Severity Issue)	Within 1 hour	Within 2 hours
P3 – High (Moderate Impact Issue)	Within 2 hours	Within 4 hours
P4 – Medium (Minor Issue)	Within 4 hours	Within 8 hours
P5 – Low (Informational)	Within 8 hours	Within 16 hours

Table: *Example of UDT's response SLAs by incident priority. Actual SLAs are tailored per contract but generally follow a similar structure.*

- **Tools & Technology by Function:** *UDT's NOC and SOC leverage best-in-class tools to maximize efficiency, visibility, and proactive management:*

NOC Monitoring & Management	SOC Security Operations
UDTPulse RMM/Monitoring Platform: Proprietary remote monitoring & management system for real-time infrastructure health checks, SNMP polling, and performance analytics.	**Next-Gen SIEM Platform:** Centralized log management and correlation engine with AI/ML analytics for threat detection across networks, endpoints, and cloud environments.
UDTHub Service Portal: Integrated IT service management/ticketing system providing clients with real-time incident updates, self-service dashboards, and reporting on NOC activities.	**Endpoint Protection & EDR:** Advanced endpoint detection/response tools (integrated with the SOC) for monitoring devices, leveraging behavioral analytics to identify malware/ransomware and enabling rapid isolation & remediation.
Network & System Tools: SNMP performance monitors, network traffic analyzers, remote diagnostics utilities, configuration management tools, and automated alerting systems for early issue detection and resolution.	**Threat Intelligence & SOAR:** Real-time threat intel feeds and Security Orchestration, Automation, and Response capabilities to enrich alerts and automate routine response actions, reducing manual effort and response times.

- **Service Delivery & Reporting:** UDT emphasizes clear communication, transparency, and continuous improvement in its managed services. Each client is assigned a dedicated Service Delivery Manager who oversees service quality, coordinates with NOC/SOC leads, and serves as a primary point of contact for the customer. UDT provides regular performance and security reports – for example, monthly service level reports summarizing ticket volumes, resolution times, and uptime metrics, as well as periodic security analysis reports (e.g. threat trend summaries). Real-time client dashboards and notifications are available through UDT's portal, keeping stakeholders informed of ongoing incidents and system health status. After any major incident, UDT conducts a formal Root Cause Analysis (RCA) and delivers a written incident report (including a summary, timeline of events, corrective actions, and confirmation of service restoration) within days, to document what occurred and the mitigation steps taken. Quarterly service reviews are often held to assess performance against SLAs/KPIs and identify opportunities for continuous improvement, tuning, and future planning

UDT's NOC/SOC capabilities offer comprehensive, integrated managed services for public-sector and enterprise clients. The 24x7 NOC ensures maximum uptime and rapid issue remediation across networks, systems, and applications, while the SOC option adds constant cybersecurity vigilance and expert incident response against evolving threats. Backed by a robust infrastructure (redundant facilities and power/connectivity), proven processes, and skilled, certified staff, UDT's operations provide the high reliability, security controls, and service levels demanded in mission-critical public-sector environments. This combination of tight service management discipline and advanced monitoring/response capabilities enables UDT to deliver consistent, SLA-backed performance and peace of mind to clients across municipal, county, and state agencies. All services are delivered under strict compliance and quality standards (e.g. SSAE-16/SOC 2 Type II audited), ensuring that government customers receive secure, well-managed, and continuously optimized IT operations and security support.

6. Helpdesk & Support Model

UDT's *Helpdesk & Support Model* is typically described as an ITIL-aligned, tiered service desk that provides a single point of contact, clear SLAs, and defined escalation paths. Here is the standard model UDT uses in managed services and support engagements.

1. Core Principles

- *Single Point of Contact (SPOC)*
  - Central helpdesk for all incidents, service requests, and inquiries.
  - Multi-channel access: phone, email, web portal, and (optionally) chat.
- *ITIL-Aligned Processes*
  - Incident, Request, Problem, and Change concepts are used consistently.
  - Focus on restoring service quickly, then addressing root cause where appropriate.
- *Remote-First, On-Site As Needed*
  - Most issues resolved remotely by the Service Desk/NOC.
  - On-site resources dispatched for hardware failures, complex networking, etc.

2. Tiered Support Structure

Tier 0 – Self-Service & Knowledge Base

- Web portal with:
  - Ticket submission and status tracking.
  - Knowledge articles, FAQs, and common "how-to" guides.
- Aims to deflect simple/recurring tickets and empower end users.

Tier 1 – Service Desk (Helpdesk)

- First line of support for:
  - Password resets, account lockouts.
  - Basic application issues, printing, email, VPN, endpoint issues.
- Responsibilities:
  - Log and categorize all tickets.
  - Perform initial troubleshooting using scripts and known fixes.
  - Resolve common issues within defined timeframes or escalate.

Tier 2 – Technical Specialists

- Handles more complex issues that Tier 1 cannot resolve:
  - Server/services issues, advanced networking, security incidents (non-critical), complex application problems.
- Responsibilities:
  - Deeper troubleshooting, log analysis, coordination with vendors.
  - Implement non-standard fixes and small changes.

Tier 3 – Senior Engineers / SME / OEM Escalation

- Highest level of technical escalation:
  - Architecture-level issues, chronic/recurrent problems, major incidents.
- Responsibilities:
  - Root cause analysis (RCA).
  - Permanent corrective actions and design changes.
  - Direct vendor/OEM coordination (Cisco, Microsoft, etc.) where applicable.

3. Hours of Operation & Coverage

Typical options (defined per customer in the SOW):

- *Standard Business Hours*: e.g., 8x5 (business days).
- *Extended Hours*: e.g., 7x24 for critical services.
- *On-Call*: after-hours escalation for P1/P2 incidents only.

UDT normally defines which services and priorities are covered 24x7 vs. business hours in the agreement.

4. Ticket Intake & Classification

- *Channels*:
  - Phone (for urgent incidents).
  - Email (auto-creates tickets).
  - Web portal / service catalog.
- *Classification*:
  - *Incident*: Unplanned interruption or degradation.
  - *Service Request*: Access requests, new accounts, software installs, standard changes.
  - *Change*: Managed through a separate (but integrated) change process where applicable.
- *Prioritization* (example schema):
  - **P1 – Critical**: Major outage / high business impact.
  - **P2 – High**: Significant impact, workaround available but degraded.
  - **P3 – Medium**: Standard incidents/requests.
  - **P4 – Low**: Minor impact, cosmetic issues, non-urgent tasks.

5. SLAs & Response/Resolution Targets

SLAs are tailored by customer, but typically include:

- *Response Time*:
  - P1: minutes
  - P2: < 1 hour
  - P3/P4: within business hours same day or next business day.
- *Resolution/Restoration Targets* (examples; vary by SOW):
  - P1: restore service as quickly as possible (e.g., 2–4 hours target).
  - P2–P4: defined resolution windows by priority and service type.
- *Service Levels* tracked:
  - % of tickets responded within SLA.
  - % of tickets resolved within SLA.
  - First-contact resolution rate.
  - Mean time to resolve (MTTR).

6. Escalation & Major Incident Management

- *Functional Escalation*:
  - From Tier 1 → Tier 2 → Tier 3 based on complexity/skill requirements.
- *Hierarchical Escalation*:
  - To Service Desk Lead → Service Delivery Manager → UDT Management when:
    - SLA at risk or breached.
    - Customer impact is high.
    - Cross-team or cross-vendor coordination is needed.
- *Major Incident Process*:
  - Formal declaration for P1 incidents (e.g., widespread outage).
  - Bridge calls/war room with UDT engineers and customer stakeholders.

- Regular incident updates until resolution.
- Post-Incident Review / RCA document with corrective actions.

7. Communication & Reporting

- *User-Level Communication*:
  - Ticket confirmation when created.
  - Status updates at key points (assigned, in progress, awaiting user, resolved).
  - Closure communication with resolution details.
- *Operational & Executive Reporting* (cadence agreed per customer):
  - Monthly or quarterly service reports:
    - Ticket volumes by category, priority, and business unit.
    - SLA compliance metrics.
    - Trend analysis (recurring issues, seasonal peaks).
    - Root cause summaries and planned improvements.
- *Governance*:
  - Regular service review meetings (e.g., monthly ops review, quarterly business review).
  - Continuous improvement actions tracked and reported.

8. Scope of Support (Typical)

Varies by engagement, but commonly covers:

- End-User Computing (desktops, laptops, thin clients, tablets, peripherals).
- Productivity and collaboration (M365, email, Teams, SharePoint, etc.).
- Network access and connectivity (wired/wireless, VPN, internet).
- Servers and virtual infrastructure (on-prem / cloud).
- Identity/access (AD, Azure AD/Entra ID, SSO, MFA).
- Security tooling (AV/EDR alerts triage, basic incident handling, depending on contract).
- Supported business applications (as defined in an application catalog).

7. Pricing Structure

UDT Quote

The UDT Quote Is itemized in four areas:

1. Managed Services, SOC/NOC and Help Desk

SKU	Description	Qty	Monthly Total	Annual Total	Annual Price/User (137)
NOC-RMM-WL-MF	MSP Workstation / Laptop RMM	195	$9,201.14	$110,413.60	$805.94
NOC-RMM-WSRV-MF	MSP Physical / Virtual Windows Server	9			
NOC-RMM-STR-MF	MSP Storage Device	1			
NOC-RMM-SWC-MF	MSP Network Device – Switch	14			
NOC-RMM-FRW-MF	MSP Network Device – Firewall	1			
NOC-RMM-WAP-MF	MSP Network Device - Wireless Access Point	8			
MSP-HD-100-MF	MSP Help Desk 100 Tickets	1			
MSP-HD-STIT-MF	MSP StreamLine IT - ITSM Collaboration	1			
MSS-MDR-HNT-T2-MF	MSS UDTSecure MDR - Huntress (T2 100-249)	195			
MSS-MxDR-NE-MF	MSS UDTSecure MxDR	137			

2. Asset Management and Procurement

Asset Management & Procurement	Monthly Price	Annual Price	Price/User
Annual Event Bands=up to 65 Events Annually	$543.63	$6,522.37	$47.61

3. Incident Response and Security Awareness Training

Incident Response			
Service Offering	**Price/Month**	**Annual Total**	**Price/User**
UDTSecure Incident Response on Retainer (CYB-IRR-IRT1-MF) [1]	$3,125	$37,500	$274
Security Training-KnowBe4			
On-Boarding and Implementation (CYB-PS-LE)		$5,500	$40
Managed Email Phishing and Awareness (CYB-RM-ATA1)		$16,500	$120.44
Advanced Platform Licensing - (CYB-KN-DIY1)		$5,359.20	$38.28
Standard Platform Licensing (CYB-KN-DIY1)		$3,309.60	$23.64

4. Professional Services T&M for Cloud Migration

Professional Services T&M Rate	Hourly Price
Lead Engineer	$270.75/hour
Principal Project Manager	$228.00/hour

Standard UDT Terms and Conditions

This bid response is expressly conditioned upon the customer's execution of a mutually agreed written contract with UDT.

8. Exceptions or Deviations

Asset Management & Procurement

Overview

United Data Technologies (UDT) proposes a comprehensive, programmatic approach to asset management and procurement through its Lifecycle360+ (L360+) framework and UDTHub platform. This approach provides the City with a centralized, scalable, and auditable solution supporting the full lifecycle of IT assets—from acquisition through deployment, support, and disposition.

Procurement Capability and Digital Experience

UDT will provide access to the UDTHub Shop module, enabling procurement through a centralized digital marketplace. The City can procure standardized devices aligned to approved configurations, leverage persona-based bundles, enforce governance through approval workflows, and maintain real-time visibility into order status and delivery timelines.

Inventory Tracking and Asset Lifecycle Management

UDT will deliver centralized asset management through the Asset Tracking & Management System (ATMS). The City will gain real-time visibility into assets across their lifecycle, including procurement, staging, deployment, maintenance, and end-of-life. The platform provides inventory tracking, stock management, reporting dashboards, and full asset history to support governance and audit requirements.

System Configuration and Pre-Deployment Services

UDT will provide pre-deployment configuration services to ensure devices arrive fully provisioned and ready for use. Devices are imaged based on user roles, tagged and labeled for tracking, configured with applications and security policies, and validated through quality assurance processes prior to shipment. Supplemental services such as laser etching, asset tags, and drop in box (instructions for new user kits/ returning legacy equipment) can also be paired to meet the outcomes necessary for City of Flagler success. Devices can be delivered directly to end users or City specific locations depending on logistic requirements.

Strategic Asset Management Approach

UDT's Lifecycle360+ program enables a structured lifecycle strategy encompassing procurement, deployment, maintenance, refresh, and disposition. A wholistic view is necessary when determining an accurate asset management strategy, not just deploying net new equipment. Amongst the 5 prior listed initiatives, when paired with a source of trusted and verified data, asset management becomes comprehensive and successful. Upon award, UDT and the City will conduct a discovery process to confirm requirements, identify any gaps in UDT's Lifecycle360+ program or digital offerings, determine any additional time and materials needed, and align on how the program should be tailored for the City. This is particularly important for asset management, where UDT's Lifecycle360+ approach must align with the City's digital requirements, UDT system capabilities, and desired outcomes.

UDT Forms

The following forms can be found in this section:

- UDT Certificate of Insurance (COI)
- UDT Certificate of Minority
- UDT W-9 Form

UDT Certificate of Insurance (COI)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/31/2025

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 Keyes Coverage Insurance 5900 Hiatus Road Tamarac FL 33321	**CONTACT NAME:** Krystle Grilli **PHONE (A/C, No, Ext):** 954-724-7000 **FAX (A/C, No):** 954-724-7024 **E-MAIL ADDRESS:** Kgrilli@keyescoverage.com
INSURED 14202 United Data Technologies Inc. UDT 2900 Monarch Lakes Blvd., Suite 300 Miramar FL 33027	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** Hartford Fire Insurance Co — 19682 **INSURER B :** Trumbull Insurance Company — 27120 **INSURER C :** Hartford Casualty Insurance Co — 29424 **INSURER D :** Twin City Fire Insurance Co — 29459 **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 1364859141 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE / X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY / X PRO-JECT / X LOC OTHER:			21 UUN BX0NE8	11/1/2025	11/1/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 15,000 $ 1,000,000 $ 3,000,000 $ 3,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY			21 UEN BX0NEL	11/1/2025	11/1/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
C	X UMBRELLA LIAB / X OCCUR EXCESS LIAB / CLAIMS-MADE DED / X RETENTION $ 10,000			21 XHU BX0NE1	11/1/2025	11/1/2026	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		21 WBB X1K3W	11/1/2025	11/1/2026	X PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
A A A	Technology Liability D&O/EPLI/Fiduciary Crime			21 TE 0836274 -25 21 KB 0836332-25 21 KB 0836332-25	11/1/2025 11/1/2025 11/1/2025	11/1/2026 11/1/2026 11/1/2026	Prof/Media/Network D&O/EPLI/FID Employee Theft Client	See Desc of Ops* $5MM/$5MM/$1MM $2MM/$25,000 Ded

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

*Technology Liability Coverages - Carrier(s): Hartford Fire Insurance Company & Indian Harbor Insurance Company / Effective Date: 11/1/2025 - 11/1/2026 /
Policy number: 21 TE 0836274 -25 / Retro Date: 11/14/2003
Professional Liability - Limit $10,000,000 / Retention: $75,000 / Retro Date: 11/14/2003
Media Liability - Limit $10,000,000 / Retention: $75,000 / Retro Date: 11/14/2003
Network Security Liability - Limit $10,000,000 / Retention: $75,000 / Retro Date: 11/14/2003
Privacy Injury Liability - Limit $10,000,000 / Retention: $75,000 / Retro Date: 11/14/2003

CERTIFICATE HOLDER United Data Technologies Inc. 2900 Monarch Lakes Blvd, Suite 300 Miramar FL 33027	**CANCELLATION** 30 Days Notice / 10 Days for Non-Pay **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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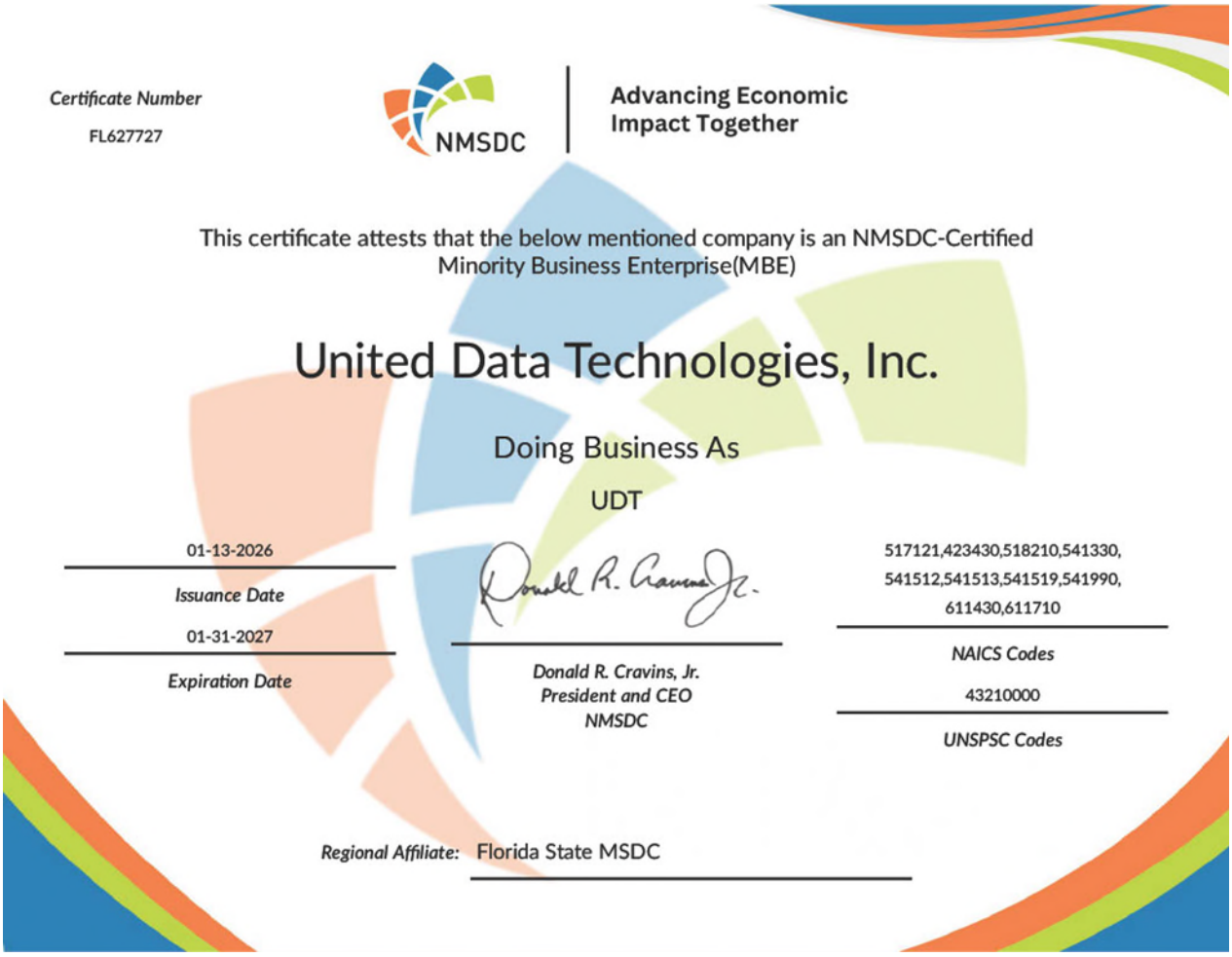
UDT Certificate of Minority



Certificate Number

FL627727

NMSDC

Advancing Economic Impact Together

This certificate attests that the below mentioned company is an NMSDC-Certified Minority Business Enterprise(MBE)

United Data Technologies, Inc.

Doing Business As

UDT

01-13-2026

Issuance Date

01-31-2027

Expiration Date

Donald R. Cravins, Jr.
President and CEO
NMSDC

517121,423430,518210,541330, 541512,541513,541519,541990, 611430,611710

NAICS Codes

43210000

UNSPSC Codes

Regional Affiliate: Florida State MSDC

UDT IRS Form W-9

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

United Data Technologies, Inc.

2 Business name/disregarded entity name, if different from above.

UDT, UDT Financial Services

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☑ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . .

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

5 Address (number, street, and apt. or suite no.). See instructions.

2900 Monarch Lakes Boulevard, #300

Requester's name and address (optional)

6 City, state, and ZIP code

Miramar, FL 33027

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. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

6	5	–	0	5	6	6	1	3	8

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here **Signature of U.S. person** Gerard Amato **Date** Jan 5, 2026

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*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

Cat. No. 10231X Form **W-9** (Rev. 3-2024)

UDT
ACCOMPLISH MORE

SupplierName	Relevant Experience (25%)
	25 years in business, SOC Type 2 audited, 200 staff(180 technical), No offshore staff, Serves Oakland and Windermere(including PDs). Microsoft Solutions partner, CMMC 2.0
iVenture Solutions	
	Former contractor for the city, set up original network. 70 governments, businesses, nonprofits. Florida based, offices in Daytona and Ocala. SAS94 IT Audits, SCADA integrations, Phone Systems, IP, website hosting, migration to 365. Remote management and monitoring, Fortinet and VPN, monthly network updates
James Moore & Co.	
	Florida-based managed IT and cybersecurity firm founded in 2006/2008 with nearly 20 years serving municipal/public-sector clients. SBA-certified small business headquartered in Jacksonville with governance/control roots in IT audit.
The Scarlett Group	
	SDVOSB/VOSB government IT firm with 20+ years government enterprise IT experience. Principal has current Caltrans enterprise systems administration experience; references include Caltrans, DHS/USCIS, FEMA hurricane response, SSA and federal/state IT
So Opus Sit Tech Managemen	environments.
	Florida-based SDVOSB founded in 2019. Provides MSP, MSSP and DevSecOps services for federal, state/local government, law enforcement and critical infrastructure clients. CJIS-compliant operations, supports 25,000+ VA users, Melbourne Airport and Airport
Rolle IT	Police references.
	Public-sector focused IT consulting/MSP founded in 2011 and headquartered in New York, with Orlando local presence. Serves 200+ public/commercial clients including federal agencies and Fortune 500 organizations; credentials include ISO 27001, SOC 2 Type 2, CMMC, GSA, HIPAA and FERPA.
Consultadd,LLC	

Brick Tech	Founded 2018; Florida-based MSP supporting 85+ organizations across 125+ locations in 8 states and approximately 900 users. Experience includes healthcare, law, accounting, construction, multi-location and 24/7 environments requiring uptime/security.
Corsica Technologies	30-year national IT services firm with U.S.-based delivery centers and 250+ full-time professionals. Supports organizations nationwide including numerous municipal/government clients; SOC 2 Type II certified with NIST/ISO-aligned controls.
United DataTechnologies	Founded in 1995 with 500+ staff and operations across multiple states. Extensive experience supporting K-12, higher education, state and local government clients. 45+ CJIS-compliant agents and broad industry certifications.
Athena Consulting Group, LLC	Veteran-Owned Small Business founded in 2004 with 22 years of continuous operation. Self-performs all RFP scope; experience includes Charleston County Aviation Authority, U.S. Army Corps of Engineers, Defense Health Agency and commercial/local-municipal engagements.
Zazz, Inc.	10-year U.S.-based MSP supporting 110+ managed-services clients across all 50 states. Significant public-sector experience, 24x7 NOC/SOC operations, CJIS-compliant procedures and expertise in regulated environments.
Baa Consulting	BAA Consulting LLC proposes as primary MSP with no subcontractor. Experience includes Department of Army/DoD IT, cloud and systems support, DHS/USCIS-style government environments, cybersecurity/risk/compliance, Microsoft identity/cloud and transition/project management.

Local Palm Coast TeamLogic IT office minutes from Flagler Beach, backed by national TeamLogic network of 340+ locations, 1,700+ engineers/technicians and 140,000+ managed devices. Lead Engineer is a retired Flagler Beach Police Officer with current CJIS/FCIC/NCIC familiarity.

Team Logic IT

Relevant Experience Score	Technical Approach (25%)
3	Line of business App support. Workstation, server, network management. Onsite dispatch on demand including after hours(). Documentation for PRRs. 5 year roadmap. Helpdesk, NOC SOC, Projects, SecOps, Vendor coordination.
5	Quarterly tech review, assistance with budget planning, disaster recovery, security management, exchange to 365, software base inventory. Propretary ticket management system, email support. Documentation provided at end of contract. Confidentiality and HIPAA compliance. Timely patching and firewall maintenance. Cyber awareness training included.
4	Co-managed model for responsive support, proactive infrastructure management, cloud migration, executive visibility and five-year IT strategic roadmap. Supports EDR, MFA, vulnerability management, incident response, infrastructure/cloud management and reporting.
3	ITIL-aligned co-managed model covering helpdesk triage, infrastructure administration, Microsoft 365 Gov/Entra ID, Fortinet, VMware, SentinelOne, Veeam, MECM/Intune, cybersecurity operations, SOPs and strategic planning.
3	ITIL-aligned managed services using proprietary CARI platform. Full support for Microsoft 365, Entra ID, VMware, Fortinet, Meraki, Veeam, SentinelOne/CrowdStrike, backup, disaster recovery, vendor coordination and a phased 5-year cloud migration roadmap.
3	Remote-first, escalation-based delivery using NinjaOne ITSM/MSP for ticketing, SLA tracking, endpoint visibility, patch coordination, asset inventory and reporting. Supports M365/Entra ID, servers/VMware, Fortinet/Meraki, SentinelOne, Microsoft Defender, Veeam/DR and cloud readiness.

	Structured managed IT methodology covering helpdesk, infrastructure, Microsoft 365 administration, cybersecurity, backup/DR, vendor management, procurement assistance, strategic IT planning, NinjaRMM, Hudu documentation and standardized
4	deployments.
	Unified SOC, NOC and Service Desk delivery model covering helpdesk Tier 1-3, network operations, cloud/infrastructure management, governance/reporting, strategic consulting, asset management and phased transition/onboarding.
5	
	Comprehensive managed services covering infrastructure, network, cloud, cybersecurity, collaboration platforms, lifecycle management and end-user support. ITIL-aligned processes, 24x7 monitoring, patching, asset management
5	and cloud services.
	Prime, no-subcontractor delivery model covering helpdesk, infrastructure, M365/Entra ID, secure cloud migration, cybersecurity baseline, BC/DR, vendor coordination, CJIS-aligned Police support and practical strategic
3	technology advice.
	Co-managed delivery model with unlimited support approach. Provides managed IT, cybersecurity, GRC, vCIO/vCISO services, M365/Entra ID administration, infrastructure management, custom software support and
5	structured 6-week onboarding.
	Phased methodology: transition/knowledge transfer, stabilization, operational improvement and strategic modernization. Covers helpdesk, Microsoft 365/Entra ID, VMware, servers, networks, Veeam, SentinelOne/TenableOne coordination, SOPs,
3	asset management and cloud/BCDR planning.

	ITIL v4 co-managed model with RACI. Covers helpdesk Tier 1-3, M365/Entra ID, VMware, Fortinet, Meraki, Synology, Windows servers/endpoints, Azure migration strategy, Microsoft Defender/Sentinel security modernization, Veeam backup and IT Glue/NinjaOne documentation.
4	

Technical Score	Service Levels & Support Model (20%) Reflects RFP, targets "1 minute"	
		3
	Reflects RFP, Staff support 24/7, after hours maintenance, 1 hour response time for after hours emergencies.	
		5
	Structured tiered support model with 24/7 emergency services support, SOC/NOC/help desk operating model, monthly/quarterly reporting cadence and public-sector governance. Onsite support available through GSA labor rates.	
		3
	Business-hours support for general users with 24/7 Police/Fire emergency coverage; RMM/ITSM monitoring, weekly open-ticket wrap-ups, monthly executive IT reports, SLA tracking, annual DR testing and security awareness training.	
		3
	Co-managed support model with dedicated local administrator, remote helpdesk, after-hours onsite support, 24/7 monitoring, defined SLAs, monthly reviews, incident/change/problem management and real-time client visibility through CARI.	
		4
	Phone/email/NinjaOne ticket support, weekly open-ticket wrap-ups, Monthly Business Reviews, escalation workflows, limited after-hours Police/Fire remote escalation allowance and onsite escalation when remote support cannot resolve an issue.	
		3

	Phone, email and web support; business-hours support with after-hours emergency support until 10 p.m. and optional 24/7/365 upgrade; 24/7 device monitoring, defined internal service goals, average response under one hour and co-managed IT approach.
4	
	Unlimited/unmetered support model with flat monthly rate; 24/7 Police/Fire support, remote-first service, onsite response when required, monthly service reviews, dashboards, defined SLAs and continuous improvement reviews.
3	
	Tier 1-3 service desk, business-hours or 24x7 coverage, defined SLAs, proactive monitoring, dedicated service management, escalation paths, reporting, governance reviews and vendor management capabilities.
5	
	Co-managed service model with 24/7/365 security operations for emergency-personnel coverage; RFP SLA commitments of 1-hour Critical, 2-hour High, 4-hour Medium and 1-business-day Low responses; monthly operational reporting and weekly coordination
4	
	24x7 support for public safety operations, four-tier support structure, unlimited helpdesk tickets, dedicated account management, defined escalation paths, continuous documentation and ongoing strategic reviews.
4	
	Service model includes 24/7 Critical/High coverage, Police/Fire emergency support, ticketing, weekly reports, SLA tracking, CSAT/user communication, escalation, root-cause/problem management and monthly reviews.
4	

	Phone, email and portal intake; 24/7 Police/Fire support, business-hours support for others, one-hour high-priority response, local onsite dispatch, weekly summaries, Monthly Business Reviews and major incident updates every 30 minutes.
4	

Service Score	Strategic Value & Innovation (15%)	Innovation Score
3	Mentions alternate connectivity, device staging and comms tree. AI assisted classification for ticketing, can do CJIS audits, integrations with new	4
4	Layered security, 5 year roadmap with quarterly meetings, focus on user education(includes training platform), email, phone, and portal for helpdesk, ensuring users have clear lines of communication.	5
3	Security-first approach based on NIST CSF, CIS Controls and CJIS-aligned practices; layered cybersecurity, SIEM/SOC, risk/vulnerability assessments, incident	3
4	Strong government/security alignment: SDVOSB, SAM active, Florida cybersecurity/public records compliance, CJIS-aware Police support, SentinelOne MDR,	3
4	Strong cybersecurity and compliance focus including CJIS, NIST 800-171, Florida Cybersecurity Act alignment, vulnerability management, MDR/EDR, MFA administration,	3
3	Compliance-driven service delivery with mature security controls, background checks for Police access, incident response coordination, MFA, endpoint protection review, vulnerability	4

3	Layered cybersecurity including EDR, email security/phishing/spam filtering, monthly security awareness training, phishing simulations, proactive maintenance,	4
4	Integrated 24/7/365 SOC/NOC, vulnerability management, incident response, CJIS-aligned security/risk reduction, U.S.-based delivery with no offshore outsourcing,	4
3	Large-scale managed services platform with SOC 2 Type II controls, extensive Cisco/Microsoft/Fortinet expertise, cybersecurity, vulnerability management,	4
4	Strong security/continuity discipline from federal and public-authority work; CJIS-aligned Police support, Microsoft/Azure administration, tested recovery	4
4	Strong security stack including Huntress EDR/ITDR, managed SIEM, Inky email security, Auvik monitoring, Cynomi GRC, security awareness training,	4
4	Strategic focus on measurable public-sector IT operations, cybersecurity compliance, vulnerability remediation tracking, MDR/EDR coordination, backup monitoring/restore	4

4	Public-safety insight and Microsoft-native security strategy: CJIS-aware procedures, FBI fingerprint/background checks for Police access, Defender XDR, Sentinel SOC monitoring, vulnerability management,	4

Pricing Structure (15%)	Pricing Score	Weighted Experience	Weighted Technical (25%)
$205,500 Annual, $125 per user, $165-250/hr projects	2	0.75	0.75
(With 5 year contract), $193,282 for first year, increasing to $239,258 by 2030. Onboarding $5000, $166.50/hr project rate, $189.00 after hours project rate. Travel $85/hr. Discounted rates for Threatlocker, Keeper, DUO.	2	1.25	1.25
$127,200 Annual, $10,600/month for up to 140 users for 1- and 3-year terms; 5-year term $10,600/month for first three years and $11,200/month in years 4-5. Additional users $80/month,	4	1	0.75
$148,240 Annual,Proposed monthly base: $10,686 on 1-year term, $9,864 on 3-year term, $9,179 on 5-year term, plus $8,500 Year-1 discovery/assessment. Total Year 1 shown as $148,240,	3	0.75	0.75
$176,100 Annual, combines managed IT, cybersecurity, SOC/NOC and strategic planning services with cloud migration projects billed separately as approved work orders.	3	0.75	1
$130,608 Annual, $10,884/month ($79.45/user/month) for 137 users; One-time onboarding/transition $12,005. Total contract values: 1-year $142,613; 3-year $407,094; 5-year	3	0.75	0.75

$313,260 Annual, Fortification package $115/user plus server, location, after-hours, asset tracking and Datto BCDR add-ons. Monthly total: $26,105 on 1-year term, $24,800 on 3-	1	1	1
$123,000 Annual, Flat all-inclusive rate of $10,275/month ($123,000/year) for comprehensive SOC, NOC and Helpdesk services, unlimited/unmetered with	3	1.25	0.75
$179,745.57 Annual, Proposal includes managed services, SOC/NOC, help desk, asset management, procurement support, incident response, security	5	1.25	1.25
$171,600 Annual, Base pricing $14,300/month or $171,600/year (~$104/user/month) for 1-year term. 3-year: $167,100/year ($501,300 total), 5-year: $163,200/year	3	0.75	1
$318,114 Annual, Flat per-user pricing model with unlimited support and consulting. Proposed pricing approximately $193.50 per user/month for 137 users	1	1.25	1
$230,835 Annual, Year-1 monthly total $19,236 $118/user base plus server, BSA Cloud and multi-site network charges. 3-year total $710,139; 5-year total $1,214,145 with 3% annual	2	0.75	1

$199,746 Annual, Per-user rate includes PD/FD after-hours support. 1-year $129.50/user/month ($17,741.50 monthly); 3-year $121.50/user/month ($16,645.50 monthly, $199,746 annual); 5-year $114.50/user/month	4	1	1

Weighted Service (20%)	Weighted Innovatio	Weighted Pricing	Total Score	Rank	Notes
0.6	0.6	0.3	3	#NAME?	
0.8	0.75	0.3	4.35	#NAME?	
0.6	0.45	0.6	3.4	#NAME?	
0.8	0.45	0.45	3.2	#NAME?	
0.8	0.45	0.45	3.45	#NAME?	
0.6	0.6	0.45	3.15	#NAME?	

0.6	0.6	0.15	3.35	#NAME?
0.8	0.6	0.45	3.85	#NAME?
0.6	0.6	0.75	4.45	#NAME?
0.8	0.6	0.45	3.6	#NAME?
0.8	0.6	0.15	3.8	#NAME?
0.8	0.6	0.3	3.45	#NAME?

0.8	0.6	0.6	4	#NAME?

City of Flagler Beach

REQUEST FOR PROPOSAL (RFP)
Information Technology (IT) Managed Services & Strategic Support

I. INTRODUCTION

A. General Information

The City of Flagler Beach ("City") is soliciting Proposals from experienced and qualified firms to provide comprehensive Information Technology (IT) managed services. Services include, but are not limited to, ongoing IT support, strategic planning, cybersecurity services, and cloud infrastructure management.

The purpose of this RFP is to establish a pool of pre-qualified firms capable of supporting the City's transition to a modern, secure, scalable, and responsive IT operating environment.

The City currently supports approximately 137 users across multiple departments, including Administration, Finance, Public Works, Community Development, Parks & Recreation, Library Services, Fire Department, and Police Department.

B. Submission Requirements

- One (1) original, five (5) printed copies, and one (1) electronic copy (PDF format)
- **Submission Deadline:** 20May2026 at 5pm EST
- **Delivery Address:**
  City Clerk
  105 S. 2nd Street
  Flagler Beach, FL 32136

II. PURPOSE & OBJECTIVES

The City's objectives include:

1. Transitioning to a responsive co-managed IT service delivery model
2. Improving service response times and overall user satisfaction
3. Consolidating redundant systems, applications, and licensing
4. Strengthening the City's cybersecurity posture
5. Continuing migration to secure, cloud-based infrastructure

III. SCOPE OF SERVICES

The selected firm(s) will be expected to provide services including, but not limited to:

- **Helpdesk & End-User Support**
  24/7 support for emergency personnel; standard business hours for all other users
- **Infrastructure Support**
  Management and maintenance of servers, networks, and on-premise systems
- **Cloud Services**
  Support and administration of platforms such as Microsoft 365, Entra ID, backup solutions, and related systems; including cloud migrations
- **Cybersecurity Services**
  Endpoint detection and response (EDR), multi-factor authentication (MFA), security awareness training, vulnerability management, and incident response
- **Strategic IT Leadership**
  Development of a five-year IT strategic plan, including a roadmap for cloud adoption and modernization
- **Asset Management & Procurement**
  Inventory tracking, lifecycle management, procurement, and system configuration
- **Business Continuity & Disaster Recovery**
  Planning, implementation, and ongoing testing

IV. CONTRACT AND RENEWAL TERMS

- **Contract Length**
  Vendors should provide terms for 1, 3 and 5 year contracts
- **Renewal Terms**
  Upon acceptance, The City of Flagler Beach or the selected Vendor shall provide 180 days' notice of non-renewal

V. SERVICE LEVEL EXPECTATIONS (SLAs)

Vendors shall meet or exceed the following response times:

- **Critical:** 1 hour
- **High Priority:** 2 hours
- **Medium Priority:** 4 hours
- **Low Priority:** 1 business day

VI. MINIMUM QUALIFICATIONS

Responding firms must demonstrate:

- A minimum of five (5) years of experience providing managed IT services
- Experience supporting municipal or government entities (preferred)
- Adequate staffing levels with relevant technical certifications
- CJIS compliance/certification for access to Police Department systems
- Authorization to conduct business in the State of Florida

VII. RESPONSE FORMAT

Submissions should be organized as follows:

1. Company Overview
2. Relevant Experience & References
3. Technical Approach & Methodology
4. Staffing Plan and Key Personnel
5. SOC/NOC Capabilities
6. Helpdesk & Support Model
7. Pricing Structure
8. Exceptions or Deviations
9. Questions and addendums will be posted publicly throughout the process
10. Limit responses to 35 pages

VIII. EVALUATION CRITERIA

Submissions will be evaluated based on the following:

- Relevant Experience – 25%
- Technical Approach – 25%
- Service Levels & Support Model – 20%
- Strategic Value & Innovation – 15%

- Pricing Structure – 15%

Proposals will be evaluated by a team selected by the City of Flagler Beach

IX. GENERAL TERMS

The City reserves the right to reject any or all submissions, request clarifications, negotiate scope and pricing, and/or select one or multiple firms deemed to be in the best interest of the City.

X. ANTICIPATED SCHEDULE

- RFP Issued – 06May2026
- Questions Due – 13May2026
- Responses Due – 20May2026
- Commission Approval – 09Jul2026

ATHENA CONSULTING GROUP, LLC

Veteran-Owned Small Business | Founded 2004

Technical Proposal
Information Technology (IT) Managed Services & Strategic Support
City of Flagler Beach, Florida

Submission Deadline: Wednesday, 20 May 2026 — 5:00 PM EST
Submitted to the City Clerk | 105 S. 2nd Street, Flagler Beach, FL 32136

Field	Information
Submitted by	Athena Consulting Group, LLC
Authorized Representative	Doug Majewski, Chief Executive Officer
Headquarters	5895 Core Road, Suite 407, North Charleston, SC 29406
Phone	843-224-9099
Email	Doug.Majewski@athenaconsultinggroup.com
Federal EIN	25-1915472
State of Formation	South Carolina (Florida foreign-LLC registration committed within 10 days of award)
Year Founded	2004 (22 years of continuous operation)
Business Classification	Veteran-Owned Small Business (VOSB)
Prime Delivery Model	Athena prime; Athena self-performs all RFP scope including 24/7 security operations, Microsoft 365 administration, helpdesk, infrastructure, BC/DR, and CJIS-aligned Police Department support.

Confidentiality Statement. This proposal contains commercially sensitive pricing, methodology, and personnel information proprietary to Athena Consulting Group, LLC. Submitted in response to this RFP; not to be disclosed outside the City of Flagler Beach evaluation process without Athena's written consent, except as required by Florida public-records law.

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Athena Consulting Group, LLC
5895 Core Road, Suite 407 | North Charleston, SC 29406 | 843-224-9099

20 May 2026

City Clerk
City of Flagler Beach
105 S. 2nd Street
Flagler Beach, FL 32136

RE: RFP — Information Technology (IT) Managed Services & Strategic Support — Athena Consulting Group, LLC Proposal

Dear City Clerk and Members of the Evaluation Committee:

The City of Flagler Beach is not procuring a generic IT vendor. The City is procuring an operational support partner that keeps Administration, Finance, Public Works, Community Development, Parks & Recreation, Library Services, Fire, and Police running through normal business days, emergency events, and the inevitable Florida hurricane season. Athena Consulting Group submits this proposal with that responsibility in mind. Our approach is designed to stabilize daily operations, modernize practically without disruption, strengthen cybersecurity in the background of the work, and give the Commission and Department Heads clear information when decisions are needed.

Athena has delivered IT and cybersecurity services for 22 years across customers where the cost of failure is operational disruption and public trust — including prime-contractor responsibility at the Charleston County Aviation Authority (a county-funded special-purpose public authority on Microsoft and Azure under public-Board accountability — the closest analog in our portfolio to the City of Flagler Beach), active cybersecurity engagements at the U.S. Army Corps of Engineers and the Defense Health Agency, and a long tail of commercial and local-municipal engagements where everyday IT discipline was built. Our cybersecurity experience is not the headline of this engagement. It is the discipline behind the scenes — fewer surprises, cleaner records, safer user access, tested recovery, and calmer response when something goes wrong.

Athena will not bring federal bureaucracy to the City. We bring federal discipline scaled down into practical helpdesk support, Microsoft administration, secure cloud migration, tested backup recovery, and plain-English reporting. No work proceeds without City authorization. Doug Majewski, the undersigned, is the single Athena point of contact for the City throughout this engagement and is authorized to bind Athena to this proposal.

Athena is delivering this engagement as a single accountable prime. Athena self-performs all RFP scope — helpdesk, infrastructure, M365/Entra ID administration, the documented cybersecurity baseline, the 24/7/365 Security Operations function for emergency-personnel coverage, BC/DR, vendor coordination, and the CJIS-aligned Police Department support. No subcontracted layers, no pass-through SOC, no third-party engineers touching Police Department systems. The City contracts with one entity and one entity owns delivery.

Athena takes no material exceptions to the City's procurement terms. Florida foreign-LLC registration, CJIS Security Awareness Training posture, and insurance certificates are addressed in the body of this proposal and in the Supporting Attachments package.

Respectfully,

Doug Majewski, Chief Executive Officer | Athena Consulting Group, LLC

Doug.Majewski@athenaconsultinggroup.com | 843-224-9099

Executive Summary

Flagler Beach needs a support partner that keeps staff working — answers phones, hits SLAs, runs Microsoft 365 + Entra ID administration, satisfies CJIS for Police, and gives Commission and Department leadership clean information when decisions are needed. The critical question is not whether the vendor knows the playbook. It is whether the City can rely on that vendor when the Fire console freezes at 2 AM or a Police query hangs mid-shift.

An IT incident at Flagler Beach is rarely only technical. It can become a service-continuity event (Fire/Police/Public Works can't perform), a departmental-coordination event, a Commission-governance event, and a public-confidence event. Athena's delivery model is built around the City IT team and written for the reality that the City Manager and Commission may need plain-English answers quickly.

What the City Will Receive

What the City Receives	How Athena Delivers
Co-Managed Helpdesk + 24/7 Emergency Personnel Support	Single phone, single email, single ticket portal. 24/7/365 emergency-personnel coverage for Fire and Police. Standard business hours for all other users. SLAs: Critical 1 hr / High 2 hr / Medium 4 hr / Low 1 business day. Named two-person escalation (Service Operations Lead + CIO). The same Athena person who reset a password yesterday is the person the City reaches today.
Microsoft 365 + Entra ID Administration	Direct administration by Athena's senior Microsoft cloud architect (Jeffrey Stevenson — CISSP, PMP, AWS, M365). Migration support, identity governance, Conditional Access, MFA enforcement, and license-optimization review. Microsoft licensing procured by Athena through its Microsoft partner channel at actual cost, no markup.
Cybersecurity in the Background	Microsoft Defender XDR (Defender for Endpoint, Defender for O365, Defender for Identity, Defender for Cloud Apps) + Microsoft Sentinel SIEM + Cisco Umbrella web filtering + Athena 24/7 Security Operations function with named on-call rotation + quarterly phishing assessments + cybersecurity awareness training. Vulnerability management with monthly patch cadence. Annual penetration test on request. EDR + MFA + Security Awareness training package satisfies RFP §III scope. All operated by Athena — no subcontracted SOC layer.
CJIS-Capable Personnel Support	Every Athena engineer with access to Police Department systems carries CJIS Security Awareness Training (annual) and Florida Department of Law Enforcement (FDLE) fingerprinting prior to Police Department access. Documented personnel-screening procedure aligned to CJIS §5.12. Auditable access logs.
Practical Technology Advice	Five-year IT roadmap built around operational priorities, not vendor revenue. Quarterly executive review with City Manager and Finance. Budget-conscious planning. Risk-prioritized recommendations. Operational impact analysis on every option.
Coastal-Florida BC/DR Discipline	Backup verification + DR testing built around Atlantic hurricane season. Off-site backup replication. Annual DR table-top exercise. RPO ≤ 24 hrs / RTO ≤ 24 hrs default; tightened to ≤ 4 hrs for Police / Fire critical systems. Failover runbooks documented and rehearsed.
Single Accountable Prime	Athena prime; Doug Majewski (CEO) as single City point of contact. Athena self-performs all RFP scope including helpdesk, infrastructure, M365 administration, the documented cybersecurity baseline, the 24/7 Security Operations function, BC/DR, and CJIS-aligned Police Department support. No subcontracted layers.

Athena's goal is not to create projects for the City. Athena's goal is to keep daily IT stable, make recurring problems visible, and let the City decide what improvements are worth authorizing. No work proceeds without City written authorization. The default position is stabilize and maintain existing operations unless the City specifically requests change.

Operational Priorities Matrix

Athena's reading of the City's RFP-stated objectives, mapped to specific Athena response commitments. Each commitment is delivered under the operating model described in §3.

City Objective	Athena Response
Responsive co-managed IT delivery model	Co-managed handoff plan in first 30 days. Athena augments existing City IT staff. Defined escalation ownership. Shared visibility through Athena's ticketing portal. Existing City IT resources keep authority.
Improved service response times + user satisfaction	Critical 1 hr / High 2 hr / Medium 4 hr / Low 1 bday SLAs contractually binding. Triage within 30 min. Status updates during incidents. End-user satisfaction ≥ 4.5/5 target tracked monthly.
Consolidating redundant systems, applications, licensing	Discovery in first 90 days inventories applications, licenses, overlap. Recommendations presented as options with priority. City decides what consolidates. Quarterly Microsoft 365 license-tier review identifies optimization opportunities.
Strengthening cybersecurity posture	Documented security baseline within 60 days. EDR, MFA, awareness training, vulnerability management, incident response running by Day 90. Quarterly cybersecurity status report. Annual penetration test on request.
Migration to secure cloud-based infrastructure	M365 + Entra ID is current operational state. Cloud migration of remaining workloads phased to avoid disruption — each phase tied to a budget-cycle decision the City authorizes.
CJIS-current Police Department support	CJIS Security Awareness Training annual for every Athena engineer with PD access. FDLE fingerprinting prior to access. Documented personnel-screening procedure. Audit-logged access. PD Chief briefed at kickoff.

§1 Company Overview

1.1 Athena at a Glance

Field	Information
Legal Name	Athena Consulting Group, LLC
State of Formation	South Carolina (Florida foreign-LLC registration committed within 10 days of award)
Headquarters	5895 Core Road, Suite 407, North Charleston, SC 29406
Federal EIN	25-1915472
Year Founded	2004 (22 years of continuous operation)
Business Classification	Veteran-Owned Small Business (VOSB)
Authorized Representative	Doug Majewski, Chief Executive Officer — Doug.Majewski@athenaconsultinggroup.com — 843-224-9099
Insurance Profile	Commercial General Liability, Professional Liability (E&O), Auto Liability, Workers' Compensation, and Cyber Liability maintained per industry-standard commercial limits. Certificates of insurance furnished within 10 days of award at City-specified limits.
Microsoft Licensing Channel	Athena procures Microsoft 365 and Azure licensing on the City's behalf through its Microsoft partner channel at actual cost with no Athena markup. Quarterly license-tier review identifies optimization opportunities for City consideration.
Security Operations	Athena operates an internal 24/7 Security Operations function anchored by Microsoft Defender XDR + Microsoft Sentinel, named on-call rotation across CISSP-credentialed Athena personnel, and CISO-level oversight (William Crowe, CISSP). No subcontracted SOC layer. Detail in §5 and Appendix B.
Years Providing Managed IT Services	22 years continuous operation. Active MSP and IT consulting engagements include county-funded special-purpose public authority, federal civilian and Defense Department agencies, and a commercial / local-municipal long tail.

1.2 Athena's MSP Operational Philosophy

Athena's MSP operating philosophy is simple. Keep daily IT stable. Make recurring problems visible. Give the customer clear options when something needs to change. Do not create projects, reports, or invoices the customer did not ask for. Communicate in plain English. Stay accountable for the outcome, not the process. The cybersecurity discipline runs in the background of the daily work — not as a separate theater.

This philosophy is the reason Athena's longest-running engagement (Defense Health Agency, active continuously since September 2019) has stayed active through six program evolutions, why our county-funded special-purpose public authority customer renews us annually without recompete, and why our cybersecurity assessment work at the U.S. Army Corps of Engineers extends through May 2026. The customers we keep are the customers we do not surprise.

1.3 Engineering-Led Delivery and Escalation Accountability

Athena's delivery model is engineering-led, not account-management-led. The senior engineer who reviews the City's environment is the same engineer who responds to escalated tickets, presents the quarterly review, and signs off on the annual roadmap. Doug Majewski (CEO) remains the single accountable point of contact for the City throughout the engagement and escalates personally when the situation warrants. The Athena team that learns the City's environment is the team that supports the City across the contract period.

1.4 Vendor Management Philosophy

Where the City uses third-party vendors (Microsoft, line-of-business application providers, internet circuit carriers, hardware vendors, specialty SaaS), Athena owns the coordination. City staff should not be coordinating outages, vendor escalations, or break/fix tickets across multiple support phone trees while their primary job is on hold. Athena opens the ticket, drives the resolution, and reports back to the City staff who originated the call.

§2 Relevant Experience & References

Athena presents the references below as evidence of four outcomes the City of Flagler Beach is actually buying: (1) disciplined daily IT support in regulated, multi-department environments; (2) cybersecurity baseline maintained while operations stay calm; (3) cloud and Microsoft administration that does not disrupt the people doing the work; and (4) executive communication that supports Commission and Department-Head decisions. For each reference, Athena states the specific transfer value to a coastal Florida municipal-IT engagement.

Athena does not claim to be a prior Florida-municipality incumbent and does not overstate City-of-Flagler-Beach-specific past performance. What Athena does bring is directly transferable operating experience: public-Board accountability, multi-site and multi-department coordination, Microsoft/Azure administration, audit-ready documentation, ticketed daily operational support, cybersecurity discipline that runs in the background, and continuity for public-facing agencies that cannot simply stop working when IT has a problem.

Reference Summary Table

Client / Project	Role & Scope	Transfer Value + POC
Charleston County Aviation Authority (CCAA / CHS)	Prime, 2023–Present (active). County-funded special-purpose public authority. Microsoft 365 + Azure administration with cybersecurity-baseline maintenance, multi-site operational support, Azure-hosted public-facing platform, daily helpdesk + lifecycle planning + budget-conscious procurement under public-Board accountability.	Closest published analog — same governance pattern, same Microsoft/Azure stack, multi-site operational discipline transfers to Flagler Beach's 8-department footprint. POC: Sachin Patel, Dir. of IT — (843) 212-1115 x2 — spatel@iflychs.com
U.S. Army Corps of Engineers (USACE)	Sub to Minuteman, 2023–Present (active through 5/31/2026). Cybersecurity assessment and incident-response support services. Time-and-materials engagement.	Active 2026 cybersecurity engagement under public-accountability conditions; currency reference. POC: Paul McCaskill, Minuteman — (402) 249-4571
Defense Health Agency (DHA) RMOPS	Sub to Sentar, Sept 2019–Present (6+ years). NIST SP 800-53 controls across 200,000+ assets; POA&M; identity management; Microsoft administration at production scale; incident-response support. Contract N00178-19-D-8496 TO N6523619F3503.	Production-scale Microsoft administration + identity-management discipline transfers to M365 + Entra ID baseline and audit-readiness. POC: Cathy Middleton, Sentar — (256) 430-0860 x105 — cathy.middleton@sentar.com
DHA SEMOSS (via Deloitte)	Sub to Deloitte, 2020–2022. Cyber requirements engineering across multi-stakeholder DoD/VA. Network security architecture documentation across multiple agency stakeholders.	Multi-stakeholder governance reporting — same operational reality as 8 departments + Commission + City Manager. POC: Veronica Ross, Deloitte — (703) 853-9937 — vross@deloitte.com
U.S. Navy MFOM (via VSolvit)	Sub to VSolvit, Multi-year (active). DevSecOps security; threat modeling; CI/CD pipeline security; vulnerability testing; POA&M; boundary control; incident-response support.	Operating breadth across regulated customers — translates to multi-department coordination and audit profiles. POC: Mark Knight, VSolvit — (805) 277-4705 x118 — mark.knight@vsolvit.com

All reference points of contact are active and have been informed that Athena may identify them as references for this RFP. Athena can assist in coordinating reference availability if helpful to the City.

§3 Technical Approach & Methodology

Athena reads the City's requirement as a daily-operations support contract first. 137 users across eight departments — Administration, Finance, Public Works, Community Development, Parks & Recreation, Library, Fire, and Police — with Microsoft 365 + Entra ID, on-premises servers and networks, cybersecurity, cloud migration in progress, BC planning, and coastal Florida realities: hurricane season, salt-air, and power events that test backup discipline. The most important requirement is continuity, not a framework. City staff need to keep serving residents without becoming IT coordinators every time something breaks.

Real-environment realism. Municipal IT environments are real environments, not architected ones. Athena expects the City's environment will include some inconsistent asset documentation, some legacy configurations, undocumented integrations, and at least a few things that nobody has touched in years because they have been working. The first 90 days are designed to stabilize that environment safely without disrupting daily City operations. Athena does not arrive with surprise discovery activities, surprise change windows, or surprise invoices.

Municipal IT is workstation deployment when a new code-enforcement officer starts, onboarding/offboarding when Library staff turns over, patch verification after Microsoft Patch Tuesday, printer troubleshooting before a Commission meeting, mobile support for Public Works in the field, and the routine joiner/mover/leaver work that quietly determines whether City staff trust their IT vendor. Athena does that work calmly. The cybersecurity and cloud-administration depth shows up when something larger happens; the day-to-day texture shows up every other day.

§3.1 Co-Managed IT Service Model

The RFP names a co-managed delivery model. Athena reads that as a real operating commitment, not a procurement label. Athena does not replace the City's existing IT capability — Athena augments it. Where the City already has staff, vendors, or contractors handling specific functions, Athena coordinates rather than displaces. Athena's role is to absorb the routine operational load, provide specialist depth on request, and free City staff (and any existing City IT resources) to focus on the work that requires institutional knowledge of how the City actually runs.

Co-Managed Element	Athena Practice
Role Delineation	City retains operational authority. Athena owns ticket resolution, infrastructure monitoring, M365/Entra ID administration, cybersecurity baseline, BC/DR execution, vendor coordination, and reporting. Existing City IT staff retain institutional-knowledge ownership, departmental relationships, and any local hands-on responsibilities the City prefers to keep in-house.
Escalation Workflow	Tier 1 (Athena Service Desk) → Tier 2 (Athena Service Operations Lead) → Tier 3 (Athena CIO — William Crowe) → Tier 4 (CEO — Doug Majewski). City-side escalation tree documented at kickoff. Severity-1 incidents page Athena Service Operations Lead + Athena CIO within the response window.
Communication Cadence	Daily ticket status visible to designated City IT coordinator (read-only Athena ticketing portal). Weekly summary email to City IT coordinator + City Manager designee. Monthly operational report. Quarterly executive review with City Manager and Finance. Annual roadmap refresh with the Commission if requested.
Shared Visibility	Athena's ticketing portal is available to City IT coordinator and any City staff member designated by the City. RMM dashboards (assets, patching, backup status) reviewable on request. Cybersecurity status (EDR, MFA enrollment, training completion, vulnerability posture) reported monthly.
Operational Continuity	During transition, Athena stabilizes before changing anything. Existing City workflows, ticket queues, and vendor relationships

	are preserved until the City explicitly authorizes change. The first 30 days are about continuity — not about Athena imposing its way of doing things.

§3.2 Helpdesk & End-User Support

24/7/365 support for emergency personnel (Fire and Police) per RFP §III. Standard business hours (Monday–Friday, 7:00 AM – 6:00 PM ET) for all other City users, with on-call after-hours coverage for severity-1 incidents impacting any department.

The service desk is designed for real staff use, not vendor convenience. City staff will have one phone path, one email path, and one ticket portal. Urgent issues will not be met with 'please open a ticket' while staff wait. Athena will open the ticket, start triage, and tell the City who owns the issue. The same Athena person who reset a password yesterday is the person the City reaches today.

Ticket Intake Methods

Intake Channel	How It Works
Phone (single number)	24/7/365 for Fire/Police; business hours + on-call for all other departments. Human-answered during business hours; after-hours routes to on-call engineer for emergency personnel.
Email (single address)	support@athenaconsultinggroup.com (or City-branded equivalent). Auto-generates ticket; acknowledged per SLA tier.
Web Portal	Athena ticketing portal accessible to all City staff for ticket submission and status tracking. Real-time visibility for designated City IT coordinator.
Walk-up (City IT Coordinator)	Existing City IT coordinator can open tickets on behalf of staff who prefer in-person reporting. Athena absorbs the ticket and owns resolution.

Service Levels (Required by RFP §V)

Priority	Response Time	Trigger Conditions
Critical	1 hour	Service-down condition affecting Fire/Police operations, multi-user outage, suspected security incident, or core business-system failure.
High	2 hours	Significant single-system or single-department impact; degraded performance; security event under investigation; productivity-blocking issue.
Medium	4 hours	Limited-impact issue affecting one user or non-critical function; standard request involving change-control or vendor coordination.
Low	1 business day	Routine request, non-blocking issue, scheduled maintenance question, training request.

Each SLA is contractually binding upon award. Response time is measured from ticket creation to first Athena human contact (not auto-acknowledgment). Status updates issued every 30 minutes during Critical incidents from triage through resolution.

Escalation Tiers

Tier	Role and Engagement Trigger
Tier 1 — Service Desk Engineer	Initial triage and resolution. Most tickets close at Tier 1 without escalation.
Tier 2 — Service Operations Lead	Engaged within 30 minutes for Critical / High priority. Owns resolution coordination across multiple vendors or specialists. Provides status updates to City IT coordinator and affected department.
Tier 3 — Athena CIO (William Crowe, CISSP)	Engaged for prolonged Critical incidents, architectural decisions, security-incident response, or City IT coordinator request. Provides executive-level status communication.
Tier 4 — Athena CEO (Doug Majewski)	Engaged when City Manager-level or Commission-level communication is required.

§3.3 Infrastructure Support

Infrastructure Element	Athena Practice
Monitoring	24/7 RMM monitoring of servers (CPU, memory, disk, services, event logs); network devices (uptime, throughput, error rates); endpoints (online status, security agent health, patch compliance); and supporting platforms. Alerts route to Athena Service Desk; severity-1 conditions page the on-call engineer.
Patch Management	Monthly patching cadence aligned to Microsoft Patch Tuesday plus emergency out-of-band updates for security-critical CVEs. Maintenance windows scheduled with the City IT coordinator to avoid Fire/Police shift changes and Library/Parks event hours. Patch failures investigated and remediated; report delivered with each monthly cycle.
Network Management	Firewall, switch, wireless, and circuit administration. Configuration backups maintained; change-control discipline enforced. Network performance baseline established within first 60 days; deviations investigated. Documentation maintained in Athena RMM and shared with the City IT coordinator.
Backup Verification	Backup jobs monitored daily. Random-restore tests performed monthly on selected file shares, mail items, or VM workloads — restore success documented. Quarterly full backup-verification report. Annual DR table-top exercise tests end-to-end recovery.
Preventive Maintenance	Quarterly preventive review covering hardware health (SMART status, warranty windows, fan/temperature), firmware-update review, capacity trending, and configuration drift detection. Findings logged; remediation scheduled with the City IT coordinator.
Change Management	All non-trivial changes follow documented change-control: scope, risk, rollback plan, City IT coordinator approval before execution. Emergency changes (security-critical, service-restoration) followed by post-change documentation within 24 hours.
Asset Visibility	RMM-tracked asset inventory: device, serial number, age, OS, location, owner. Reviewed quarterly. Underpins lifecycle planning (§3.7) and budget forecasting.

§3.4 Cloud Services (Microsoft 365 + Entra ID + Backup + Migrations)

Cloud Element	Athena Practice
Microsoft 365 Administration	Exchange Online, Teams, SharePoint, OneDrive, Defender for Office 365 administration. Mailbox management. Distribution group and shared-mailbox governance. License-tier review to identify optimization opportunities. Athena lead: Jeffrey

	Stevenson (CISSP, PMP, AWS, M365).
Entra ID (formerly Azure AD)	Identity governance, group management, conditional-access policy review, MFA enforcement, password policy, guest-access governance, application registrations. Identity lifecycle (joiner / mover / leaver) documented and operationalized with the City IT coordinator.
Microsoft Licensing Procurement	Athena procures Microsoft 365 and Azure licensing on the City's behalf through its Microsoft partner channel. Licensing invoiced at actual cost, no Athena markup. Quarterly license review identifies unused or oversubscribed licenses; the City decides what consolidates.
Backup Solutions	Microsoft 365 backup (Veeam M365, Datto SaaS Protection, or equivalent — current City tooling assessed in first 30 days; replacement only on City authorization). Server and on-prem workload backup via existing City tooling, supplemented by off-site replication. Backup-recovery point objective (RPO) ≤ 24 hours default; tightened to ≤ 4 hours for Fire / Police critical systems.
Cloud Migrations	Phased migration of remaining on-premises workloads. Each phase tied to a budget-cycle decision the City authorizes. Migration playbook: discovery → pilot user group → full migration with rollback option → post-migration validation. Minimal-disruption sequencing — never migrate during peak operational windows.
Cloud Governance	M365 secure-score baseline established; deviations investigated. Conditional Access policies reviewed quarterly. Data-loss-prevention (DLP) rules tuned to City data classification. Sensitivity labels deployed if the City elects — optional, not forced.

§3.5 Cybersecurity Services (EDR / MFA / Awareness / Vuln Mgmt / IR / CJIS)

Athena's cybersecurity experience is not the headline of this engagement. It is the discipline behind the scenes — fewer surprises, cleaner records, safer user access, tested recovery, and calmer response when something goes wrong.

Cybersecurity Element	Athena Practice
Endpoint Detection and Response (EDR)	Microsoft Defender for Business or Defender for Endpoint deployed to all City endpoints. 24/7 alerting handled by Athena's internal Security Operations function (detail in §5 and Appendix B). Investigation playbooks for common alert types (credential-theft, ransomware-behavior, lateral-movement).
Multi-Factor Authentication (MFA)	MFA enforced on all administrative accounts immediately at kickoff. Standard-user MFA enforced on Entra ID accounts within the first 60 days through Conditional Access policy. Authenticator-app or hardware-token methods supported; SMS deprioritized per current security practice.
Security Awareness Training	Athena-administered security awareness training platform (industry-standard tooling such as KnowBe4, Hoxhunt, or equivalent — selected at kickoff and reviewed annually). Quarterly campaign with monthly micro-training. Phishing simulations quarterly with results reviewed and reported. New-hire security training built into the onboarding workflow.
Vulnerability Management	Monthly authenticated vulnerability scans across endpoints and servers. Critical and High findings remediated within documented timelines. Trend reporting quarterly. Annual external penetration test available on City request.
Incident Response	Athena's IR practice (Bret Peresich, CISSP / CISA / OSCP, leads) is available for active incidents. NIST SP 800-61 lifecycle: Preparation → Detection & Analysis → Containment,

	Eradication, Recovery → Post-Incident Activity. Florida Statute and federal reporting cadence supported where applicable.
Documented Security Baseline	Documented security baseline established within 60 days of contract start. Reviewed annually and after material environment changes. Baseline covers identity, endpoint, network, cloud, and incident-response controls.
Web Filtering & DNS Security	Cisco Umbrella (or equivalent DNS-layer protection) deployed across all City endpoints. Threat-intel-driven block lists; policy tuning monthly; reporting summarized in the monthly cybersecurity status update.
Dark-Web Credential Monitoring	Continuous monitoring for City-domain credential exposure on dark-web sources. Confirmed exposures trigger forced password reset and Conditional Access policy review. Monthly summary in cybersecurity status report.

CJIS Compliance for Police Department Systems

The City's Police Department systems are subject to the FBI Criminal Justice Information Services (CJIS) Security Policy. Athena's CJIS posture for the Flagler Beach Police Department:

CJIS Area	Athena Practice
Personnel Screening	Every Athena engineer with access to Police Department systems completes the CJIS Security Awareness Training annually and undergoes fingerprinting through the Florida Department of Law Enforcement (FDLE) prior to access provisioning. Documented training certificates maintained and produced on request.
Background Check Reciprocity	Athena coordinates with the Flagler Beach Police Department or designated CJIS Compact Council representative to satisfy state-specific background-check requirements. Athena absorbs background-check fees.
Secure Remote Access	All remote access to Police Department systems uses MFA-protected, encrypted-channel administrative connections (VPN with strong cryptography per CJIS §5.10). Standing access limited to documented administrative scope; just-in-time elevated-privilege grants used for incident response.
Audit Logging	All Athena access to Police Department systems logged with timestamp, identity, action, and source IP. Logs retained per the City's records retention policy and made available to the Police Department CJIS coordinator on request.
Physical Security at Athena Facility	No CJI data is stored at Athena's North Charleston facility. CJI remains within the City's environment at all times. If transient access is necessary (e.g., reviewing a log file during investigation), data handling follows CJIS §5.9 disposal and §5.13 mobile-device guidance.
Documented Personnel-Screening Procedure	Athena maintains a documented personnel-screening procedure aligned to CJIS §5.12. Procedure reviewed annually and revised when CJIS policy updates.

§3.6 Practical Technology Advice (Strategic IT Leadership)

Athena confers with and advises the City Manager, Department Heads, the Commission, and designated City staff on technology matters when requested. The model is practical, not transformational. Athena assesses what is in place, looks for ways to reduce cost or simplify operations, and gives plain-English recommendations on purchases when the City asks for them. Recommendations are presented as options with operational benefit and priority. No work proceeds without City written authorization. The City decides what moves forward.

Strategic Element	Athena Practice

Five-Year IT Strategic Plan	Delivered within 120 days of contract start. Plan addresses: cloud-migration roadmap, lifecycle replacement forecasting, cybersecurity capability evolution, departmental application consolidation review, BC/DR maturity path. Plan refreshed annually with the City Manager and presented to the Commission if requested.
Quarterly Executive Review	Athena CIO and CEO meet with the City Manager (and Finance, if invited) each quarter to review: SLA performance, incident summary, recurring-issue analysis, lifecycle replacement upcoming, budget alignment, and any decisions the City needs to make.
Budget Forecasting	Annual budget input delivered before the City's budget-development cycle. Forecast covers: managed-services fees (firm and predictable), licensing (variable, transparent), hardware lifecycle replacement (forecasted by year), and any City-authorized projects.
Risk-Prioritized Recommendations	Athena recommends what reduces risk first, modernizes second, and adds capability last. Each recommendation includes: operational benefit, estimated effort and cost, dependency on other work, and a 'do nothing' baseline so the City can decide what to fund.

§3.7 Asset Management & Procurement

Asset Element	Athena Practice
Asset Inventory	Comprehensive inventory captured in RMM within 60 days of kickoff: device, serial, age, OS, location, primary user, warranty status. Reviewed quarterly. Audit-defensible record.
Lifecycle Management	Standard refresh cadence: workstations 5 years, laptops 4 years, servers 5–7 years, network gear 5–7 years. Refresh schedule maintained against the asset inventory; replacement candidates surfaced 6–12 months ahead so the City can budget.
Procurement	Athena procures on behalf of the City through standard channels (CDW, Dell, Microsoft, etc.). All hardware invoiced at actual cost with no markup. Volume-discount opportunities surfaced. Procurement transparency: every quote provided to the City IT coordinator before placing the order.
Configuration Management	Standard build documentation maintained for City endpoints. Image standardized where City operations allow. Departmental variations (Fire, Police, Library, Parks) documented and respected — Athena standardizes where it helps, not where it disrupts.
Warranty Tracking	Manufacturer warranty status tracked per device. Out-of-warranty equipment flagged in the next quarterly review with replacement recommendation if the asset is operationally critical.

§3.8 Business Continuity & Disaster Recovery

Coastal Florida operations carry hurricane-season, power-event, and infrastructure-disruption risk. RPO and RTO are tightened for emergency-personnel systems; tested recovery procedures replace 'documented but never tested' BC/DR plans.

BC/DR Element	Athena Practice
Backup Methodology	Daily incremental + weekly full backup of file shares, mailboxes, M365 tenant data, and critical server workloads. Off-site replication to a geographically separate region. Encrypted at rest

	and in transit. Backup retention: 90-day rolling minimum; longer retention available on request.
Recovery Point Objective (RPO)	Default ≤ 24 hours for standard City systems. Tightened to ≤ 4 hours for Fire / Police critical systems (CAD, RMS, dispatch, evidence management). Documented per system in the BC/DR plan.
Recovery Time Objective (RTO)	Default ≤ 24 hours for standard City systems. ≤ 4 hours for Fire / Police critical systems. Documented per system.
DR Testing	Annual full DR table-top exercise with the City IT coordinator and Department Head designees. Quarterly partial restore test (random file, mailbox item, or VM workload). Findings documented; runbook updated.
Continuity Planning	Per-department continuity playbook: what gets restored first, who makes the call, who communicates, where work continues if the primary facility is unavailable. Coordinated with the City's broader emergency-management posture (hurricane preparedness, mutual aid).
Failover Processes	Documented failover playbooks for: M365 service degradation, internet circuit outage at primary site, primary server failure, ransomware containment. Each playbook names: trigger, owner, communication path, expected duration, and rollback condition.
Hurricane-Season Discipline	Pre-season (May–June): backup integrity verification, generator/UPS check, off-site replication confirmation. Active-storm: heightened on-call monitoring; communication channel with the City Manager designee. Post-storm: prioritized restoration of public-facing systems (Library reopening, Parks reservations, Public Works permitting).

Transition and Operational Continuity (Days 1–90)

Athena protects day-to-day operations first. The first 14 days are the high-visibility early-momentum window — followed by 30 / 60 / 90 milestones.

First 14 Days — Operational Checklist

Window	Action / Visible-to-City Deliverable
Day 1	Kickoff call with City Manager + IT coordinator. Doug Majewski introduced as single Athena POC. Outgoing-vendor handoff coordination launched (if applicable). Initial ticket-system handoff.
Days 1–3	Credential validation. Escalation tree documented and shared with City IT coordinator. Field engineer onsite walkthrough — City Hall, Fire Department, Police Department.
Days 3–7	Asset inventory baseline started. Live helpdesk ticket intake under Athena ownership. RMM/monitoring deployment begun. Quick wins surfaced (printers, password reset cadence, recurring complaints).
Day 7	Doug check-in with City Manager — verbal status. First documented quick-wins list shared with IT coordinator.
Days 7–14	Backup-status verification across servers, M365, and any line-of-business systems. Hurricane-readiness equipment check (UPS, generators if applicable, fail-over routes). Endpoint protection coverage audit. CJIS access provisioning prep for Police Department systems.
Day 14	First written status report to City Manager. Operations running under Athena ownership across helpdesk, infrastructure, and field-services lanes.

Days 30 / 60 / 90 — Operational Milestones

Period	Priorities and Deliverables
Days 1–30 | Stabilize	Outgoing-vendor handoff complete. Ticket queue absorbed. Asset inventory baseline begun. RMM/monitoring deployed. Escalation tree in use. First written status by Day 30.
Days 31–60 | Document	Asset inventory completed. Security-baseline assessment complete. M365 + Entra ID configuration review. Backup-job verification. Vendor relationships mapped. Documented findings shared with the City IT coordinator.
Days 61–90 | Operationalize	Documented security baseline finalized. First quarterly executive review with City Manager. Monthly operational report delivered. First DR tabletop scheduled. Five-year IT roadmap drafted (delivered by Day 120).

§4 Staffing Plan & Key Personnel

How the team actually works inside the City's environment matters more than how the team looks on paper. Flagler Beach Department Heads will see one Athena point of contact (Doug Majewski) for the duration of the engagement. Tickets are owned by named engineers who learn the City's environment and stay across the contract period. The Athena team that starts is the Athena team that finishes — bench rotation is not the default operating model.

4.1 Named Engagement Team

Name / Role	Function	Engagement Profile
Doug Majewski	CEO; Single City of Flagler Beach Point of Contact; Authorized Signatory	Single City point of contact for the engagement and authorized to bind Athena. Executive relationship with the City Manager and Commission liaison when needed. GIAC Security Leadership Certification (GSLC). U.S. Military Veteran. 22 years building and operating Athena.
William Crowe	CIO; CISO; Technical Lead; Tier-3 Escalation; 24/7 SOC Oversight	Operates behind the daily service team. Owns architectural and security-baseline decisions, technical escalation, the Quarterly Executive Review with the City Manager, AND named oversight of Athena's 24/7 Security Operations function. CISSP. 19 years as Athena CIO; 25+ years enterprise IT. Capable of presenting to the Commission when requested.
Bret Peresich	Cybersecurity Lead; IR Coordinator; SOC On-Call Senior	Brought in for security-baseline review, security-incident response, the annual penetration test on City request, AND named on-call senior in the Athena Security Operations rotation. Credentials: CISSP, CISA, OSCP. Cybersecurity-assessment experience at DHA and USACE.
Jeffrey C. Stevenson	Microsoft 365 / Cloud Architect	Engaged on M365 + Entra ID administration, license-tier review, conditional-access policy tuning, and cloud-migration planning. Credentials: CISSP, PMP, CMMC Registered Practitioner, AWS. Not engaged on daily ticket flow.
Dominic Ruiz	Compliance / Documentation Lead	Engaged on CJIS-compliance documentation, audit-readiness preparation, and the documented security baseline. Credentials: CISSP, HCISPP, CompTIA CASP, CMMC RP, MCSE. Not engaged on daily operations.
James Krumal	Service Operations Engineer; Server / Backup Specialist	Day-to-day systems-engineering support. Server administration, backup verification, on-prem infrastructure work, hardware lifecycle execution. Credentials: Security+, Network+, MCTS. The engineer the City IT coordinator works with most often on infrastructure tickets.
Service Operations Lead	Dedicated role; named at award	Owns the response-time SLA, the dispatch-decision call, the escalation matrix, and the daily ticket flow. The City's IT coordinator interacts with this role most frequently. Reports to Athena

		CIO. ITIL-aligned ops discipline; 5+ years MSP ticketing experience.
Service-Desk Coordinator (Dispatch / Routing)	Dedicated role; named at award	Owns initial intake, severity classification, routing decision (remote / scheduled-onsite / emergency-onsite), and status-update cadence to the requesting City staff member. The first Athena human voice the City reaches.
Florida Field Engineer (regional coverage)	Coordinated through Athena's regional bench	Onsite presence at the City's facilities when remote remediation is insufficient. Routine onsite coordinated to the City's preferred window. Emergency onsite dispatched on Critical / High severity per the dispatch table. Travel discipline tuned to Atlantic-coast hurricane-season unpredictability. Florida resident with CJIS Security Awareness Training and FDLE fingerprinting completed prior to Police Department system access.

Athena's Flagler Beach roster is a committed delivery roster, not a marketing roster. Each activation has a named Service Operations Lead, a designated secondary lead, and pre-identified technical owners for cybersecurity, M365/Entra ID, and infrastructure. For onsite events, Athena follows a documented Florida coastal-region mobilization protocol with named primary and backup travelers, pre-approved corporate accounts, and routing plans for Flagler County and adjacent coastal-Florida service areas. If concurrent matters arise across Athena's portfolio, Flagler Beach retains first-call priority for the committed roster assigned to this contract.

4.2 Florida Onsite Coverage — Operational Assurance

Athena maintains pre-identified Florida regional onsite coverage for emergency dispatch where remote remediation is insufficient. Dispatch decisions are made within the SLA response window rather than after remote-troubleshooting exhaustion — if onsite presence resolves faster, dispatch is made immediately. Critical / Fire / Police dispatch decisions within 30 minutes of triage; high-severity within the 2-hour response window; routine work batched to a City-approved window. Florida regional coverage roster furnished to the City Manager at kickoff and refreshed annually.

Athena Leadership Quarterly Onsite Commitment

Doug Majewski or William Crowe will be physically onsite in Flagler Beach once per quarter for the duration of the contract — an operational review with the City IT coordinator and an executive briefing with the City Manager. This quarterly cadence is a hard commitment, not a calendar invite. Onsite travel costs are included in the firm-fixed monthly base.

4.3 Background Checks and Access Provisioning

Every Athena team member with access to City systems or data undergoes background screening before access provisioning. For Police Department system access, the CJIS-aligned screening (CJIS Security Awareness Training annual + FDLE fingerprinting) is completed prior to credential issuance. Athena absorbs background-check fees.

4.4 Five-Year Continuity Commitment

Continuity matters most over a 5-year contract horizon. Athena's commitment:

- Bench depth + 30-day replacement guarantee. If any City-assigned Athena person transitions, Athena provides a replacement of equal or greater qualification within 30 days at no City cost.

- Documented runbooks the City owns. Configuration baselines, escalation procedures, vendor contacts, and incident-response runbooks are written into a documentation system the City owns. If Athena ever transitions out, the City keeps the operational knowledge.
- Knowledge-transfer discipline. New Athena personnel assigned to the City shadow the existing technical lead through structured handoff before independent work. The City is notified before any new Athena person has access to City systems.
- Long-tenure pattern. Athena's CIO (William Crowe) has been with the firm 19 continuous years. Athena's CEO (Doug Majewski) has run the firm 22 years. Retention is the single largest driver of day-to-day support quality and is treated as a primary operating constraint, not an HR detail.

Athena intentionally supports a limited number of public-sector and operational customers; Flagler Beach will not be the smallest customer in our portfolio and will receive senior-engineer attention and named-team continuity throughout the contract.

§5 SOC / NOC Capabilities

Athena delivers the City's Security Operations and Network Operations functions as an internal capability — operated by Athena, staffed by named Athena personnel, and anchored by industry-standard tooling the City can verify. There is no subcontracted SOC layer. The City receives proactive alerting, escalation ownership, and operational visibility from a single accountable entity.

Right-sized for a 137-user City. Athena's Security Operations function is calibrated to the City of Flagler Beach environment — not a Fortune-500 SOC the City would not actually use. The model combines (1) Microsoft Defender XDR automated containment for high-confidence detections that act in seconds without human intervention, (2) Microsoft Sentinel SIEM with tuned analytic rules and SOAR playbooks for structured triage, and (3) a named Athena on-call rotation of CISSP- and OSCP-credentialed personnel for human judgment on medium-confidence and complex events. Operating cost per alert stays inside the firm-fixed managed-services base; the City does not pay per-event consumption charges.

5.1 Tooling Stack — What Athena Operates

Tool / Function	How Athena Operates It
Microsoft Defender XDR	Defender for Endpoint, Defender for Office 365, Defender for Identity, and Defender for Cloud Apps deployed across all City endpoints, mailboxes, identities, and SaaS-tenant connections. Cross-product alert correlation; unified incident view; automated investigation and remediation enabled for high-confidence detections (credential-compromise, ransomware behavior, malware containment).
Microsoft Sentinel (SIEM / SOAR)	Athena-administered Sentinel workspace ingesting Defender XDR telemetry, Entra ID sign-in logs, M365 audit logs, firewall logs, and Police Department system access logs (where permitted under CJIS). Analytic rules tuned to the City environment; playbook-driven automated containment for defined trigger patterns; analyst queues for human review.
Cisco Umbrella DNS Security	DNS-layer threat protection across all City endpoints, on-network and remote. Threat-intel-driven block lists updated automatically; policy tuned monthly; reporting included in monthly cybersecurity status update.
Vulnerability Management	Monthly authenticated vulnerability scanning across endpoints and servers via Defender Vulnerability Management (or equivalent). Findings prioritized by exploitability + asset criticality; remediation tracked through Athena ticketing with named owner and target close date.
Security Awareness Training Platform	Industry-standard platform (KnowBe4, Hoxhunt, or equivalent — selected at kickoff and reviewed annually). Quarterly phishing simulations; monthly micro-training; new-hire security training integrated into onboarding workflow. Completion tracked; results reviewed monthly with City IT coordinator.
Dark-Web Credential Monitoring	Continuous monitoring for City-domain credential exposure on dark-web sources. Confirmed exposures trigger forced password reset and Conditional Access policy review. Monthly summary in cybersecurity status report.
RMM Monitoring (NOC Function)	24/7 server, network, and endpoint monitoring. Threshold-based and signature-based alerts route to Athena Service Desk during business hours; after-hours alerts route to on-call engineer for emergency-personnel-impact conditions. Filtered to reduce alert fatigue — only actionable conditions wake an engineer.

5.2 Named Athena Security Operations Team

Role	Responsibility on This Engagement
Security Operations Oversight — William Crowe, CISSP	CIO / CISO. Named accountable owner of the Security Operations function. Approves analytic rule changes, SOAR playbook deployments, and material configuration changes to the Defender / Sentinel stack. Reviews monthly operations report. Engaged personally on Severity-1 security incidents.
Incident Response Lead — Bret Peresich, CISSP / CISA / OSCP	Named IR lead and senior member of the on-call rotation. Owns the IR runbook library, leads tabletop exercises, and runs active-incident command for Severity-1 events. Available for City briefings and post-incident communication.
Documentation & Compliance — Dominic Ruiz, CISSP / HCISPP / CASP / CMMC RP	Owns CJIS evidence library, control-mapping documentation, and audit-readiness package. Maintains the personnel-screening procedure aligned to CJIS §5.12.
Cloud Security Operations — Jeffrey C. Stevenson, CISSP / PMP / CMMC RP / AWS	Owns the M365 / Azure security baseline, Conditional Access policy library, and Defender XDR / Sentinel configuration. Engaged on cloud-specific security review and tenant-level investigation when needed.
On-Call Rotation	Named Athena personnel on a documented rotation cover after-hours and weekend alerting. Page response within the response-time SLA. Athena CIO and CEO are always within escalation reach; either can authorize emergency response actions without waiting for business hours.

5.3 Operating Cadence

Cadence	What Happens
Continuous (Automated)	Defender XDR automated investigation and remediation runs 24/7 without human intervention for high-confidence detections — credential compromise, ransomware behavior, known-malware quarantine, lateral-movement containment. Sentinel SOAR playbooks enrich and triage incoming alerts before any human queue.
Business Hours (Athena Service Desk)	Athena Service Operations Lead + Service-Desk Coordinator review the Sentinel analyst queue, the Defender for Endpoint incidents view, the M365 audit-anomaly view, and the vulnerability-management remediation queue. Medium-confidence alerts triaged within 30 minutes; investigation owned to closure.
After-Hours (On-Call Rotation)	Pager-route for medium-confidence and above. Athena on-call engineer responds within the response-time SLA. Severity-1 security incidents page both the on-call engineer and Bret Peresich (IR Lead) simultaneously.
Monthly Cadence	Monthly cybersecurity status report to City IT coordinator: events triaged, threats blocked, vulnerabilities open, training completion, MFA enrollment, Conditional Access policy review summary. Monthly SOC operations review internally with William Crowe.
Quarterly Cadence	Quarterly cybersecurity review with City Manager (within the broader Quarterly Executive Review). Quarterly Sentinel analytic-rule tuning. Quarterly phishing simulation. Quarterly access-review for administrative privileges.
Annual Cadence	Annual security baseline review and update. Annual penetration test on City request (priced separately, §7.3). Annual DR tabletop. Annual review of third-party security-awareness platform contract.

5.4 Operational Dashboards & City Visibility

Athena RMM and ticketing dashboards are available read-only to the City IT coordinator. Patch compliance, backup status, asset inventory, ticket queue, and SLA performance are visible without depending on Athena to generate a one-off report. The discipline behind 'no surprises': anything Athena sees, the City IT coordinator can see in the same dashboard. Reports do not replace shared visibility; they summarize it for executive consumption.

5.5 Escalation Path

Standard escalation for cybersecurity events:

- Automated containment (Defender XDR / Sentinel SOAR) → ticket created → analyst review begins inside SLA window
- Tier 1 / Tier 2 Athena Service Desk → contains and resolves most events; documents in ticket
- Severity-2 and above → Athena Cybersecurity Lead (Bret Peresich) engaged within 30 minutes
- Severity-1 → Athena CIO (William Crowe) and Athena CEO (Doug Majewski) both engaged; City Manager notified within 60 minutes of severity-1 confirmation
- Police Department system events → Athena's CJIS-credentialed engineer engaged; PD CJIS coordinator notified per agreed protocol

§6 Helpdesk & Support Model

Summary of helpdesk-and-support-model commitments distributed across §3.1 (Co-Managed) and §3.2 (Helpdesk):

Element	Athena Practice
Support Channels	Single phone, single email, single web portal. 24/7/365 for Fire and Police; business hours + on-call for all other users.
Escalation	Service Desk → Service Operations Lead (within 30 min for Critical/High) → CIO → CEO. Cybersecurity events follow the same path with Bret Peresich engaged at Severity-2 and above. City IT coordinator informed at every escalation.
SLA Targets (per RFP §V)	Critical 1 hr / High 2 hr / Medium 4 hr / Low 1 bday. Measured from ticket creation to first human contact. Target attainment ≥ 98% Critical, ≥ 95% High/Medium, ≥ 98% Low.
Status Cadence	Acknowledgment within SLA. Status updates every 30 minutes during Critical incidents from triage to resolution.
Reporting	Daily ticket-flow visible to City IT coordinator. Monthly operational report: ticket volume, SLA attainment, recurring issues, lifecycle replacements, cybersecurity status, asset health. Quarterly executive review with City Manager.

Athena keeps reports short and usable. Monthly reporting focuses on what leadership needs to know: what broke, what was fixed, what repeated, what needs a decision, and what can wait. Detailed logs remain available for audit support, but Athena's default is to reduce the City's workload, not create a reporting burden.

§7 Pricing Structure

The City is buying two things through this structure: continuous readiness and predictable, transparent operations. The annual managed-services base secures 24/7/365 emergency-personnel coverage, named-team readiness, M365 + Entra ID administration, infrastructure support, cybersecurity-baseline maintenance with the full Athena 24/7 Security Operations function, BC/DR discipline, and the helpdesk SLAs the City requires. Microsoft licensing and any City-authorized projects are separate line items with transparent unit pricing. This structure lets the City budget predictably whether the year is quiet or active.

7.1 Annual Managed Services Base — Single All-Athena Line

Single all-inclusive monthly base for managed services delivered to the City's 137 users across eight departments. Includes Athena delivery hours, the full Athena Security Operations stack (Defender XDR + Sentinel + Umbrella + dark-web monitoring + awareness training platform + named on-call rotation), monitoring, reporting, quarterly executive review, and the SLA commitments in §6. No subcontracted layers and no separate MSP-layer pass-through line.

Line Item	Monthly	Annual (Year 1)	Inclusions
Athena Managed Services + Security Operations Base (137 users)	$14,300/mo	$171,600/yr	Includes 24/7/365 Fire/Police emergency coverage, business-hours helpdesk all other users, infrastructure support, M365 + Entra ID administration, full Athena cybersecurity stack and Security Operations function (Defender XDR + Sentinel + Umbrella + awareness training + dark-web monitoring + named on-call rotation), BC/DR discipline, monitoring, reporting, quarterly executive review.
Total Annual Base — 1-Year Option	—	$171,600/yr	Firm fixed pricing for Year 1. Lands at ~$104/user/month all-in across 137 users.

7.2 Multi-Year Pricing Options

Athena offers volume-discount pricing for 3-year and 5-year contract commitments. Pricing is firm and fixed for each contract term — no renewal-year escalation within the base term.

Contract Length	Annual Price	Notes
1-Year Contract	$171,600/yr	Standard pricing; no commitment discount; renewable annually with mutual 180-day non-renewal notice per RFP §IV.
3-Year Contract	$167,100/yr × 3 = $501,300 total	≈ 2.6% commitment discount. Pricing fixed for the 3-year term. 180-day non-renewal notice.
5-Year Contract	$163,200/yr × 5 = $816,000 total	≈ 4.9% commitment discount. Pricing fixed for the 5-year term. 180-day non-renewal notice.

7.3 Variable Line Items (Outside the Base)

Variable line items are incurred only when the City consumes specific services or requests specific deliverables. Each has transparent unit pricing.

Line Item	Unit Price	Notes
Microsoft 365 / Azure Licensing	At actual cost	Procured by Athena through its Microsoft partner channel. No Athena markup. License-tier review quarterly to identify optimization. City has full visibility into licensing invoicing.
Project Hours (City-authorized)	$150/hr	Standard-hours rate for City-authorized projects beyond the managed-services base (large migrations, custom integrations, special initiatives). No work without City written authorization.
After-Hours Project Hours	$215/hr	Project work performed after standard business hours by City request.
Hardware Procurement	At actual cost	All hardware (workstations, laptops, servers, network gear) procured at actual cost. No Athena markup. Volume-discount opportunities surfaced quarterly.
Annual Penetration Test (on City request)	$8,500 each	Annual external penetration test on City request. Includes report, executive summary, and remediation guidance.
Travel (outside Flagler County)	At actual cost	Travel reimbursement only when outside the standard service area and only with City prior written approval. Submitted at actual cost with receipts.

§8 Exceptions or Deviations

Athena takes no material exceptions to the City of Flagler Beach RFP terms. All commitments in this proposal are binding subject to mutual execution of a definitive services agreement. Athena is prepared to sign the City's standard managed-services contract terms with minor commercial clarifications routine to any IT-services engagement (e.g., insurance certificate timing within 10 days of award; CJIS-fingerprinting completion timing before Police Department system access; Florida foreign-LLC registration completion before contract execution). These are not material exceptions — they are standard operational sequencing items addressed in the body of this proposal.

§9 SLA Compliance + Minimum Qualifications Matrices

9.1 SLA Compliance Matrix (per RFP §V)

Priority	Required Response Time	Athena Commitment	Conditions Triggering This Priority
Critical	1 hour	Meet or Exceed	Service-down affecting Fire/Police, multi-user outage, suspected security incident, or core business-system failure. Triage begins within 30 minutes. Status updates every 30 minutes.
High	2 hours	Meet or Exceed	Significant single-system or single-department impact; degraded performance; security event under investigation. Status updates hourly during active resolution.
Medium	4 hours	Meet or Exceed	Limited-impact issue affecting one user or non-critical function; standard request involving change-control or vendor coordination.
Low	1 business day	Meet or Exceed	Routine request, non-blocking issue, scheduled maintenance question, training request.

9.2 Minimum Qualifications Compliance Matrix (per RFP §VI)

Minimum Qualification	Athena Status	Evidence and Posture
≥ 5 years managed IT services experience	Compliant	Athena Consulting Group has 22 years of continuous operation (founded 2004), with active managed-IT and IT-services engagements across federal, public-authority, commercial, and local-municipal customers.
Experience supporting municipal / government entities (preferred)	Compliant	Active prime engagement at Charleston County Aviation Authority (county-funded special-purpose public authority operating under public-Board accountability). Active federal-government engagements at USACE and DHA. Long-tail commercial / local-municipal experience underpins daily operations discipline.
Adequate staffing levels with relevant technical certifications	Compliant	Named team includes CISSP (3 holders), CISA, OSCP, GIAC Security Leadership Certification (GSLC), PMP, AWS, MCSE, CMMC-RP, HCISPP, CompTIA Security+, Network+, and MCTS credentials across the engagement roster. All security operations functions delivered by Athena's own CISSP- and OSCP-credentialed personnel.
CJIS compliance/certification for access to Police Department systems	Compliant	Athena engineers with Police Department access complete CJIS Security Awareness

		Training annually and undergo FDLE fingerprinting prior to access. Documented personnel-screening procedure aligned to CJIS §5.12. Secure remote-access architecture per CJIS §5.10. Audit logging per CJIS §5.4.
Authorization to conduct business in the State of Florida	Compliant (commitment)	Athena commits to filing Florida foreign-LLC registration with the Florida Division of Corporations within 10 days of award; certificate of authority furnished prior to contract execution.

9.3 Summary Statement

Athena's proposal gives the City of Flagler Beach a single accountable IT operating partner with named full-time employees, contract-aligned response obligations, disciplined daily reporting, CJIS-current personnel screening for Police Department support, Florida foreign-LLC registration commitment, and an integrated Athena 24/7 Security Operations function with no subcontracted layers. The proposal is responsive to all required elements, contains no material exceptions to the City's procurement terms, and presents a single accountable point of contact (Doug Majewski, CEO) for the duration of the engagement. Documentation is organized so the City can clearly support its best-value award decision across Experience, Technical Approach, Service Levels, Strategic Value, and Pricing.

Appendix A — Key Personnel Résumé Summaries

One-paragraph résumé summaries for each named Athena team member. Full résumés furnished immediately upon City request. All named team members are full-time Athena Consulting Group, LLC employees.

Role / Title	Profile, Credentials, and Engagement Scope
Doug Majewski — CEO; Single City Point of Contact; Authorized Signatory	Founder and CEO of Athena Consulting Group; 22+ years building and operating Athena's federal, transportation, public-authority, commercial, and local-municipal IT and cybersecurity practice. GIAC Security Leadership Certification (GSLC). U.S. Military Veteran. Owns the City contract relationship, the executive reporting cadence with the City Manager, and any escalation path for the engagement.
William Crowe — CIO; CISO; Tier-3 Escalation; Security Operations Oversight	Athena's CIO continuously since 2007 (19 years). CISSP credential; 25+ years enterprise IT. Owns architectural and security-baseline decisions, technical escalation, the Quarterly Executive Review, and named accountable oversight of Athena's 24/7 Security Operations function. Capable of presenting to the City Commission when requested.
Bret Peresich — Cybersecurity Lead; IR Coordinator; SOC On-Call Senior	Leads Athena's cybersecurity practice. Credentials: CISSP, CISA, OSCP. Cybersecurity-assessment experience at Defense Health Agency and U.S. Army Corps of Engineers. On this engagement: documented security baseline, security-incident response, named senior in the Athena Security Operations on-call rotation, and the annual penetration test on City request.
Jeffrey C. Stevenson — M365 / Cloud Architect	Senior cloud architect with deep Microsoft 365 and Azure administration experience. Credentials: CISSP, PMP, CMMC Registered Practitioner, AWS. On this engagement: M365 + Entra ID administration, conditional-access policy tuning, license-tier review, cloud-migration planning, and the cloud-security baseline for the Athena Security Operations function. Engaged on M365/cloud-specific work; not on routine ticketing.
Dominic Ruiz — Compliance / Documentation Lead	Senior compliance and governance lead. Credentials: CISSP, HCISPP, CompTIA CASP, CMMC Registered Practitioner, Microsoft MCSE. On this engagement: CJIS-compliance documentation, audit-readiness preparation, and the documented security baseline. Engaged on compliance/documentation-specific work; not on daily operations.
James Krumal — Service Operations Engineer; Server / Backup Specialist	Systems engineer responsible for endpoint and server administration, backup design, infrastructure work, and hardware-lifecycle execution. CompTIA Security+, Network+, MCTS credentials. On this engagement: the day-to-day infrastructure engineer the City IT coordinator works with most often.
Service Operations Lead, Service-Desk Coordinator, Florida Field Engineer	Three operational anchor roles filled by named Athena personnel before contract start. Service Operations Lead: ITIL-aligned ops discipline, 5+ years MSP ticketing. Service-Desk Coordinator: helpdesk-routing and customer-communication experience, M365 administration familiarity. Florida Field Engineer: Florida resident with CJIS Security Awareness Training and FDLE fingerprinting completed prior to Police Department system access.

Appendix B — Athena Security Operations Capability Statement

This appendix supplements §5 with operating detail on how Athena delivers the City's 24/7 Security Operations function as a fully internal capability — operated by Athena, named by Athena, and accountable to the City through Athena's CIO/CISO (William Crowe, CISSP) and CEO (Doug Majewski).

B.1 Why Athena Self-Performs Security Operations on This Contract

The Flagler Beach environment is 137 users across eight departments with a CJIS-scoped Police Department subset. Self-performing security operations gives the City three benefits a subcontracted SOC layer cannot match:

- Single accountability. When something goes wrong at 2 AM, the City reaches one entity with one named on-call rotation. There is no 'who owns this' handoff between an MSP layer and a separate SOC vendor.
- CJIS posture integrity. Every person who can see CJIS-adjacent telemetry is an Athena employee with Athena-completed FDLE fingerprinting. Personnel screening is managed inside one chain of accountability.
- Cost predictability. Athena's Security Operations function sits inside the firm-fixed monthly base — no per-event consumption charges, no surge billing during elevated-threat windows, no separate SOC invoice the City has to reconcile.

B.2 Tooling Architecture

Layer	Athena Implementation
Detection	Microsoft Defender XDR (Defender for Endpoint, Office 365, Identity, Cloud Apps) deployed City-wide. Endpoint, mailbox, identity, and SaaS-tenant telemetry correlated in a single incident view.
Telemetry & SIEM	Microsoft Sentinel workspace administered by Athena. Defender XDR, Entra ID sign-in, M365 audit, firewall, and (where CJIS permits) Police Department system access logs ingested. Custom analytic rules tuned to the City environment; log retention configured to the City's records-retention policy.
Automated Response (SOAR)	Sentinel SOAR playbooks for high-confidence detections: credential compromise → forced password reset + Conditional Access policy refresh; ransomware behavior → endpoint isolation; malicious sign-in → session revocation + user notification. Each playbook fires automatically within seconds, with human review after the fact.
Human Triage Queue	Medium-confidence and complex events route to the Athena analyst queue. Service Operations Lead reviews business-hours; named on-call engineer reviews after-hours. Severity-2 and above escalates to Bret Peresich (IR Lead) within 30 minutes.
Vulnerability Management	Defender Vulnerability Management (or equivalent) running monthly authenticated scans. Findings prioritized by exploitability + asset criticality; remediation tracked in Athena ticketing with named owner.
Identity & Access Monitoring	Entra ID sign-in risk scoring + Conditional Access policy enforcement. Privileged-access reviews quarterly. Just-in-time elevation for administrative tasks. Dark-web credential monitoring for City domains.
DNS-Layer Protection	Cisco Umbrella (or equivalent) DNS filtering across all City endpoints, on-network and remote. Threat-intel-driven block lists updated automatically.
Security Awareness	Industry-standard awareness platform (KnowBe4, Hoxhunt, or equivalent). Quarterly phishing simulations; monthly micro-training; new-hire onboarding module. Completion and click-rate trends reported monthly.

B.3 On-Call Rotation & Coverage Discipline

- Named rotation of CISSP- and OSCP-credentialed Athena personnel covers nights, weekends, and holidays. Rotation roster shared with City IT coordinator at kickoff and updated when changed.
- Page response within the response-time SLA — Critical-priority security incidents trigger immediate paging to the on-call engineer and to Bret Peresich (IR Lead) simultaneously.
- Athena CIO (William Crowe) and Athena CEO (Doug Majewski) are always within escalation reach; either can authorize emergency response actions (network isolation, account lockout, system shutdown) without waiting for business hours.
- Alert filtering tuned to reduce fatigue — only actionable conditions wake an engineer. Tuning reviewed quarterly with the City IT coordinator.

B.4 CJIS-Scoped Security Operations

- Only Athena personnel with completed CJIS Security Awareness Training (annual) and FDLE fingerprinting access Police Department-adjacent telemetry.
- All Police Department system access logged with timestamp, identity, action, and source IP per CJIS §5.4. Logs retained per City records-retention policy and available to the PD CJIS coordinator on request.
- No CJI data leaves the City environment. If transient access is required for investigation, data handling follows CJIS §5.9 disposal and §5.13 mobile-device guidance.
- Documented personnel-screening procedure aligned to CJIS §5.12; reviewed annually by Athena's Compliance Lead (Dominic Ruiz, CISSP / HCISPP / CMMC RP).

B.5 Reporting to the City

- Monthly cybersecurity status report to the City IT coordinator: events triaged, threats blocked, vulnerabilities open, training completion, MFA enrollment, Conditional Access policy summary.
- Quarterly cybersecurity review with City Manager (within the broader Quarterly Executive Review).
- Severity-1 events: City Manager notified within 60 minutes of incident confirmation; written incident summary within 5 business days; lessons-learned review at the next Quarterly Executive Review.
- Annual penetration test report (on City request, priced separately per §7.3) delivered with executive summary and remediation guidance.

END OF TECHNICAL PROPOSAL

Athena Consulting Group, LLC | 20 May 2026 | Submitted to City Clerk, 105 S. 2nd Street, Flagler Beach, FL 32136

ATHENA CONSULTING GROUP, LLC

Veteran-Owned Small Business — Founded 2004

Supporting Attachments Package

Companion to Technical Proposal — Not Counted Toward RFP §VII.10 35-Page Limit

City of Flagler Beach, Florida
IT Managed Services & Strategic Support — RFP Response
Submission Deadline: Wednesday, 20 May 2026 — 5:00 PM EST

Submitted by:
Doug Majewski, Chief Executive Officer
Athena Consulting Group, LLC
5895 Core Road, Suite 407, North Charleston, SC 29406
Doug.Majewski@athenaconsultinggroup.com | 843-224-9099

Index of Supporting Attachments

The Flagler Beach RFP (§VII Response Format) does not enumerate required attachments. The following supporting documents are provided proactively to strengthen evaluator confidence and accelerate post-award contract execution. None of these documents is counted toward the §VII.10 35-page response limit.

Attachment	Description
Attachment A — Athena Insurance Attestation	Current coverage limits confirming RFP §VI Minimum Qualifications. Certificate of Insurance furnished within 10 days of award notification.
Attachment B — Florida Foreign-LLC Registration — Status Statement	Confirms Athena's commitment and timeline to file Florida Foreign-LLC Registration with the FL Division of Corporations.
Attachment C — Athena W-9 Information	Federal EIN 25-1915472. Form W-9 details for City Accounts Payable setup.
Attachment D — Addenda Acknowledgment Form	Signed acknowledgment of any RFP addenda issued by the City between 06 May 2026 and submission.
Attachment E — Conflict-of-Interest Disclosure	Athena affirms no conflict of interest with the City of Flagler Beach, its officials, or its employees.
Attachment F — Non-Collusion Affidavit	Athena affirms the proposal was prepared independently without collusion.

Attachment A — Athena Insurance Attestation

Athena Consulting Group, LLC currently maintains the following insurance coverage and will produce a Certificate of Insurance naming the City of Flagler Beach as Additional Insured within ten (10) calendar days of award notification.

Coverage	Limits and Provisions
Commercial General Liability	$1,000,000 per occurrence / $2,000,000 general aggregate / $1,000,000 personal & advertising injury / $50,000 fire damage / $5,000 medical expense
Professional Liability (E&O) / Cyber Liability	$2,000,000 per claim / $2,000,000 aggregate (includes Technology Errors & Omissions and Cyber Liability)
Automobile Liability (Non-Owned and Hired)	$1,000,000 combined single limit; $100,000 / $300,000 / $5,000 bodily injury and property damage
Workers' Compensation	Statutory limits in all jurisdictions of operation. Employer's Liability $1,000,000 per accident / $1,000,000 per disease / $1,000,000 disease policy limit.
Additional Insured	City of Flagler Beach to be named as Additional Insured on General Liability and Automobile Liability policies for the duration of contract performance.
Waiver of Subrogation	Athena's insurer to waive rights of subrogation against the City of Flagler Beach as required.
Notice of Cancellation	30 days' written notice of cancellation or material change to the City of Flagler Beach via certificate-holder address.

A current Certificate of Insurance reflecting the above coverage is on file with Athena's insurance broker and available immediately to the City of Flagler Beach upon request. Athena commits to deliver a City-specific COI naming the City as Additional Insured within ten (10) calendar days of award notification.

Attested by:

Doug Majewski

Chief Executive Officer | Athena Consulting Group, LLC

Date: 20 May 2026

Attachment B — Florida Foreign-LLC Registration — Status Statement

Athena Consulting Group, LLC is a Veteran-Owned Small Business and limited liability company organized under the laws of the State of South Carolina (Federal EIN 25-1915472; Headquarters: 5895 Core Road, Suite 407, North Charleston, SC 29406).

Per RFP §VI Minimum Qualifications ('Authorization to conduct business in the State of Florida'), Athena confirms the following:

Element	Athena Commitment
Current Status	Athena Consulting Group, LLC is in good standing in its state of formation (South Carolina) and is not debarred or restricted from doing business in any jurisdiction. Florida foreign-LLC registration has not yet been filed.
Pre-Award Commitment	Athena commits to file Florida Foreign-LLC Registration with the Florida Department of State, Division of Corporations within ten (10) calendar days of receiving any letter of intent to award, and to complete the filing prior to contract execution. Filing fee and registered-agent appointment will be at Athena's expense.
Registered Agent	Athena will appoint a qualified Florida registered agent at the time of filing. Athena's preferred registered-agent service is Northwest Registered Agent (Tallahassee, FL) — confirmed availability and rate quoted prior to this submission.
Document Number	Florida Document Number will be furnished to the City of Flagler Beach within five (5) business days of issuance by the Florida Department of State.
Annual Compliance	Athena will maintain Florida foreign-LLC status in good standing for the duration of the contract, including timely filing of Annual Reports and registered-agent renewals.

Certified by:

Doug Majewski

Chief Executive Officer | Athena Consulting Group, LLC

Date: 20 May 2026

Attachment C — Athena W-9 Information for City Accounts Payable

Athena Consulting Group, LLC provides the following W-9 information to support City of Flagler Beach Accounts Payable vendor setup post-award. A signed Form W-9 in the City's preferred format will be furnished within five (5) business days of award notification.

W-9 Field	Athena Information
Name (Legal Entity)	Athena Consulting Group, LLC
Business Name / DBA	Athena Consulting Group, LLC
Federal Tax Classification	Limited Liability Company (LLC) — Taxed as S-Corporation
Federal EIN	25-1915472
Address Line 1	5895 Core Road, Suite 407
City / State / ZIP	North Charleston, SC 29406
Telephone	843-224-9099
Email (Accounts Receivable)	Doug.Majewski@athenaconsultinggroup.com
Authorized Signatory	Doug Majewski, Chief Executive Officer
Backup Withholding	Not subject to backup withholding.
FATCA Reporting	Exempt from FATCA reporting (U.S. domestic entity).

Attachment D — Addenda Acknowledgment Form

Athena Consulting Group, LLC acknowledges receipt and review of all addenda issued by the City of Flagler Beach for the IT Managed Services & Strategic Support RFP between the RFP Issue Date (06 May 2026) and the Response Due Date (20 May 2026).

Per RFP §X Anticipated Schedule, addenda may be issued in response to questions submitted by 13 May 2026. Athena will acknowledge each addendum issued by the City; any City-specific Addenda Acknowledgment Form provided by the City Clerk will be executed and returned within one (1) business day of receipt.

If no addenda are issued prior to submission, this form is included as a procedural courtesy and acknowledges the City's right to issue addenda. Athena confirms that any addenda issued through 20 May 2026 are acknowledged as received and incorporated into its response.

Acknowledged by:

Doug Majewski

Chief Executive Officer | Athena Consulting Group, LLC

Date: 20 May 2026

Attachment E — Conflict-of-Interest Disclosure

Athena Consulting Group, LLC affirms the following with respect to the City of Flagler Beach RFP for Information Technology Managed Services & Strategic Support:

Element	Affirmation
Conflict of Interest	Athena has no actual or apparent conflict of interest with the City of Flagler Beach, its City Manager, City Commission, Department Heads, or any other City official or employee. Athena will promptly disclose any conflict that may arise during contract performance.
Past or Current City Engagements	Athena has had no prior contractual or consultative relationship with the City of Flagler Beach. Athena has no past, current, or pending engagement with any City of Flagler Beach official, employee, or immediate family member that would create a conflict of interest under Florida ethics standards.
Gift and Gratuity Disclosure	Athena has not offered, given, agreed to give, or paid any gift, gratuity, contribution, or other thing of value to any City of Flagler Beach official or employee in connection with this RFP or any future contract award.
Federal-Lobbying Restriction	Athena affirms that no federal appropriated funds will be used to pay any person to influence the award of this contract.
Continuing Obligation	Athena commits to disclose any conflict of interest that may arise during the term of any contract awarded under this RFP within five (5) business days of becoming aware of such conflict.

Certified by:

Doug Majewski

Chief Executive Officer | Athena Consulting Group, LLC

Date: 20 May 2026

Attachment F — Non-Collusion Affidavit

STATE OF SOUTH CAROLINA)

COUNTY OF CHARLESTON) ss.

I, Doug Majewski, being first duly sworn, depose and say that:

1. I am the Chief Executive Officer of Athena Consulting Group, LLC, the entity submitting the attached proposal to the City of Flagler Beach in response to the Request for Proposal for Information Technology Managed Services & Strategic Support (Response Due 20 May 2026).

2. The proposal submitted by Athena Consulting Group, LLC is genuine and is not a collusive or sham proposal.

3. Athena Consulting Group, LLC has not directly or indirectly induced or solicited any other proposer to submit a false or sham proposal, nor has Athena directly or indirectly colluded, conspired, connived, or agreed with any other proposer or any other person to submit a false or sham proposal or to refrain from submitting a proposal.

4. Athena Consulting Group, LLC has not, in any manner, directly or indirectly, sought by agreement, communication, or conference with any other proposer to fix the price or prices of the attached proposal or of any other proposer, to fix any overhead or profit element of the attached proposal's price, or to secure any advantage against the City of Flagler Beach or any other person interested in the proposed contract.

5. All statements contained in this affidavit and in the attached proposal are true and correct, and have been made with full knowledge that the City of Flagler Beach relies upon the truth of the statements contained in this affidavit and in the attached proposal in awarding the contract.

6. Neither the prices in this proposal have been knowingly disclosed by Athena Consulting Group, LLC, directly or indirectly, to any other proposer or to any competitor, nor will they be so disclosed prior to opening of proposals by the City of Flagler Beach.

Affirmed under penalty of perjury this 20th day of May, 2026.

Doug Majewski

Chief Executive Officer | Athena Consulting Group, LLC

Federal EIN: 25-1915472

END OF SUPPORTING ATTACHMENTS PACKAGE

Athena Consulting Group, LLC | 20 May 2026 | Submitted with Technical Proposal to City Clerk, 105 S. 2nd Street, Flagler Beach, FL 32136

RFP-FB2026-2005-0-2026/PO RESPONSE

PRESENTED BY
BAA CONSULTING, LLC

MAY 20, 2026

NAME: DR KEVIN WASHINGTON
TITLE: CEO
PHONE NUMBER: 804-495-1070
EMAIL ADDRESS: KEVIN.WASHINGTON@BAACONSULTING.ORG
WEBSITE: WWW.BAACONSULTING.ORG

RFP TITLE: INFORMATION TECHNOLOGY (IT) MANAGED SERVICES & STRATEGIC SUPPORT
DUE DATE: MAY 20, 2026

BUSINESS ADDRESS: 4222 BONNIEBANK RD, SUITE 305, RICHMOND, VA 23234

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1. Company Overview

BAA Consulting LLC appreciates the opportunity to submit this proposal to the City of Flagler Beach for Information Technology (IT) Managed Services & Strategic Support, RFP Number FB-26-2005. BAA understands that the City is seeking a responsive managed IT services partner to support the transition from the current interlocal support model into a more modern, secure, measurable, and service-oriented IT operating environment.

The City's environment is not a generic small-business IT environment. It supports approximately 137 users across multiple departments and 12 locations, including Police and Fire personnel who require 24/7 emergency support. The environment includes on-premises servers, VMware, Microsoft 365, hybrid Entra ID/Active Directory, VPN access, Veeam backups, managed network equipment, SentinelOne MDR, TenableOne vulnerability management, public safety systems, business applications, and specialty systems such as VoIP, cameras, access control, and SCADA-related coordination.

BAA has structured this response around the City's required proposal outline and the published evaluation criteria. The proposal places the greatest emphasis on the highest-weighted areas: relevant experience, technical approach, and service levels/support model. BAA has also incorporated the clarifications issued through Addenda No. 1, No. 2, and No. 3, including the City's preference for per-user pricing, the clarified SLA definitions, the expected transition period, the City IT Coordinator's retained responsibilities, the need for SOP development, the requirement for background checks for personnel accessing Police Department systems, and the City's strategic priorities around cloud migration, business continuity, and disaster preparedness.

BAA is proposing to serve as the City's primary managed services provider. No subcontractor is proposed for this engagement. BAA will coordinate with City-approved third-party vendors, OEMs, carriers, County transition resources, software providers, and procurement channels as needed; however, those coordination activities do not transfer contract responsibility away from BAA.

BAA's operating philosophy for this engagement is straightforward: stabilize the environment first, document it clearly, improve service response, reduce ticket aging, strengthen cybersecurity operations, define backup and disaster recovery expectations, and then guide cloud modernization through a measured five-year roadmap. This approach is especially important because the City is moving away from a County-supported model and must protect continuity for public safety, City operations, public records, and citizen-facing services during the transition.

BAA provides services in the following areas:

- Managed helpdesk and end-user support.
- Remote and onsite technical support.
- Server, VMware, Windows, Active Directory, and Microsoft 365 administration.
- Network, firewall, VPN, wireless, switch, and connectivity support.
- Cybersecurity monitoring coordination, endpoint protection support, vulnerability remediation, incident response planning, and policy/SOP development.
- Backup monitoring, restore validation, disaster recovery planning, and continuity support.
- Asset inventory, lifecycle planning, and configuration documentation.

- Vendor coordination for line-of-business applications, telecom, printers/copiers, public safety integrations, and specialty systems.
- Strategic IT planning, cloud migration planning, annual roadmap updates, and executive reporting.
- BAA brings public-sector and high-control IT experience through work in government and Department of Defense environments. That experience is relevant to the City because it requires disciplined service delivery, strong documentation, access control, security awareness, change management, audit readiness, and continuity of operations. BAA's team has supported secure systems, Azure cloud environments, Active Directory, VMware, Windows Server, vulnerability scanning, risk management, helpdesk operations, backup and disaster recovery procedures, technical documentation, and executive-level reporting.
- For the City of Flagler Beach, BAA will provide a practical model that respects the City's size and budget while improving maturity. We will not replace working tools simply to standardize on a vendor preference.
- We will first assess what is already in place, determine what is meeting the City's needs, identify gaps, and recommend changes only when they improve security, response time, continuity, cost control, or long-term manageability.
- BAA confirms its understanding of the following core requirements:

City Requirement	BAA Understanding / Response
Submission package	One original, five printed copies, and one electronic PDF copy are required.
Deadline	Responses are due May 20, 2026 at 5:00 p.m. EST.
Page limit	The response is limited to 35 physical pages.
Contract terms	The City requests 1-year, 3-year, and 5-year options.
Pricing preference	The City prefers a per-user pricing structure.
Support coverage	Business-hours support for general users and 24/7 support for Police and Fire emergency personnel incidents.
SLA measurement	SLAs are measured by time-to-response, with priority definitions clarified in the addenda.
CJIS-sensitive access	Personnel accessing Police Department network/fileserver resources must complete required background checks.
City-retained duties	The IT Coordinator retains BSA Business SaaS, Mobile Device Management, working-hours onsite escalation, and Public Records Requests.
Documentation and improvement	The selected vendor is expected to develop SOPs, support documentation remediation, coordinate vendors, improve ticket resolution time, and support integration with new programs.

BAA is ready to support the City's transition to a stronger managed IT model and to provide a service delivery approach that is responsive, accountable, secure, and aligned with the City's five-year technology direction.

Understanding of the City's Current Environment

BAA has reviewed the RFP and addenda and understands that the City's IT environment includes a combination of traditional on-premises infrastructure, hybrid cloud services, public safety support needs, and modernization priorities. The City's environment currently includes approximately 137 users, 16 departments, 12 locations, 123 laptops, 72 desktops including spares, 9 on-premises virtual servers, VMware, Windows-based systems, hybrid AD/Microsoft 365, Entra ID, MFA, Veeam backups, SentinelOne MDR,

TenableOne, Microsoft Defender, PhishER, Fortinet/Meraki network equipment, fiber connectivity, VPN remote access, and several specialty systems.

BAA also understands that the City is not looking for a vendor that only reacts to tickets. The City is looking for a partner that can assume managed services responsibility, improve response and closure times, support Police and Fire operations, create missing SOPs, develop incident response documentation, coordinate with third-party providers, support cloud migration, and provide strategic guidance over a 1-year, 3-year, or 5-year term.

City Environment

Area	BAA Understanding
Users and departments	Approximately 137 users across 16 departments, including Police and Fire emergency personnel.
Sites	12 locations connected by fiber, with one geographically dispersed water treatment plant.
Endpoints	123 laptops and 72 desktops including spares, with lifecycle replacement generally based on warranty and 3–5 year refresh expectations.
Servers	9 on-premises virtual servers, Windows-based, running on VMware.
Identity and cloud	Hybrid AD/Microsoft 365 environment with Entra ID, MFA fully enforced, G3/F3 licensing, Defender P2, Exchange Online, and archiving.
Network	Fortinet/Meraki environment, managed switches, firewalls, APs, VPN, guest wireless, and fiber connectivity between sites.
Security	SentinelOne MDR, TenableOne daily scanning, Microsoft Defender, PhishER, MFA, annual training, and need for formal incident response plan development.
Backup/DR	Veeam in use, annual backup testing required, monthly preferred, RTO/RPO currently undefined, cloud DR desired over time.
Applications and specialty systems	BSA Cloud, Point & Pay, Laserfiche, Mitel, Axon, Fusus, Lorex, access control, SCADA coordination, CAD through County, printers/copiers, and other third-party systems.
Transition need	Full replacement of the County IT support arrangement, with City IT Coordinator retaining specific duties.

This understanding shapes BAA's approach. We will begin with stabilization and documentation before recommending major changes. We will focus on measurable improvements in response time, ticket closure, user experience, security posture, backup confidence, and modernization readiness.

2. Relevant Experience & References

BAA's experience is directly aligned with the City's requested services because the required work combines managed IT operations, cloud support, cybersecurity, infrastructure administration, public-sector service delivery, documentation, user support, and strategic planning. The City is not only buying technical support; it is selecting a long-term partner that can take over daily IT service responsibility while helping the City modernize securely.

Required Capability	BAA Relevant Experience
Managed IT and helpdesk support	Helpdesk oversight, user support, ticket workflow, escalation, reporting, and service delivery experience in government and enterprise environments.
Infrastructure support	Windows Server, VMware, Active Directory, Exchange, backup, network support, secure connectivity, and system administration experience.
Cloud services	Azure, Azure Government, Microsoft infrastructure, hybrid identity, cloud migration planning, and roadmap development.
Cybersecurity	Vulnerability scanning, risk assessment, endpoint protection, incident response planning, access control, and compliance documentation.
Government/public-sector work	Department of Army/DoD support and high-control environments requiring security, continuity, and documentation.
Strategic planning	Roadmap planning, stakeholder coordination, process improvement, executive reporting, and modernization support.

BAA has experience supporting government and high-control IT environments where downtime, security gaps, and poor documentation create operational risk. This background is important to the City because Police, Fire, public records, municipal operations, and citizen-facing services must continue even during outages, storms, security events, staff changes, or vendor transitions.

Experience Aligned to the City's Evaluation Priorities

The City assigns 25% of the evaluation score to Relevant Experience. BAA's experience is presented below around the work that matters most for this RFP: public-sector IT support, secure infrastructure, cloud modernization, cybersecurity, helpdesk/service delivery, documentation, and continuity.

BAA understands that the City will evaluate not only whether a vendor has IT experience, but whether that experience is relevant to a municipal environment with public safety, cybersecurity, hybrid infrastructure, and cloud migration needs. BAA's experience is relevant because it includes secure government environments, complex stakeholder coordination, vulnerability management, cloud planning, helpdesk/ service delivery support, documentation, and strategic technology planning.

Department of Army / DoD IT, Cloud, and Systems Support

BAA personnel have supported Department of Army and DoD environments involving secure system operations, cloud modernization planning, helpdesk oversight, vulnerability scanning, risk assessment, and compliance documentation. Work has included support related to the Standard Army Ammunition System (SAAS) and Transportation Coordinators Automated Information for Movements System II (TC-AIMS II),

including modernization strategy, Azure Government cloud planning, stakeholder coordination, system support, helpdesk alignment, vulnerability review, and compliance-related activities.

This experience is relevant to Flagler Beach because the City is planning a phased cloud migration while continuing to operate on-premises systems, hybrid identity, file services, backups, public safety systems, and security tools. BAA understands that migration planning must be based on dependencies, risk, continuity, access control, rollback procedures, user impact, and cost. The City's stated five-year cloud migration priority requires that same controlled approach.

The City's environment is smaller than many federal environments, but the risk profile is similar in important ways. Public safety operations cannot be disrupted. Access must be controlled. Documentation must be current. Security events must be escalated correctly. Systems must be recoverable. BAA's government experience supports that type of disciplined environment.

Network, Security, and Managed Services Experience

BAA has prepared and delivered network and network security service solutions that include comprehensive IT support, cybersecurity assurance, business continuity, disaster recovery, asset lifecycle management, onsite and remote support, strategic technology planning, and incident response. These service categories match the City's requested scope closely. The City requires helpdesk support, infrastructure support, cloud services, cybersecurity, strategic IT leadership, asset management, procurement coordination, and BC/DR planning. BAA's prior work demonstrates the ability to organize those functions into a complete managed services program rather than isolated technical tasks.

For Flagler Beach, BAA will apply the same service discipline to a municipal environment: define support channels, document assets, monitor systems, maintain backup visibility, coordinate with third-party vendors, improve ticket closure time, and report performance regularly to the IT Coordinator and City leadership.

BAA's managed services approach will also emphasize a clean handoff from the County IT arrangement. During the transition, BAA will focus on what must be known before service responsibility can be safely assumed: user accounts, privileged access, network diagrams, backup jobs, server dependencies, vendor contacts, open tickets, historical recurring issues, public safety escalation paths, and documentation gaps. This is how BAA reduces transition risk while still moving quickly enough to support the City's expected September transition window.

Cybersecurity, Risk Management, and Compliance Support

BAA's experience includes cybersecurity risk assessment, vulnerability scanning, endpoint and network security review, information assurance documentation, policy and procedure development, POA&M-style tracking, incident response planning, and security control remediation. BAA personnel have worked with environments requiring structured risk management, vulnerability remediation, access control review, and security documentation.

This is important because the City already has key tools in place, including SentinelOne MDR, Microsoft Defender, PhishER, MFA, and TenableOne. The opportunity is to turn those tools into a measurable operating program. BAA will support security monitoring coordination, vulnerability remediation tracking, MFA support, annual security awareness coordination, incident response planning, and documentation aligned with City requirements, CJIS-sensitive access expectations, and the Florida Cybersecurity Act.

Cloud, Microsoft, Identity, and Infrastructure Experience

BAA personnel have experience with Azure, Azure Government, Active Directory, Azure Active Directory/ Entra ID concepts, Microsoft infrastructure, Windows Server, Exchange, VMware, Hyper-V, Group Policy, VPN, secure connectivity, backup, and cloud migration planning. Kevin Washington's background includes Azure architecture, Active Directory integration, VMware, Windows Server, cloud migration, secure infrastructure, system backup, and information systems security documentation. This experience aligns with the City's current Microsoft 365 G3/F3 environment, Entra ID P2, Defender P2, hybrid AD/365 model, VPN access, VMware, on-premises servers, and desire to move selected systems to cloud services.

Project Management and Transition Experience

The City's transition away from County IT support will require careful coordination. BAA proposes project management and service delivery leadership through Jeanique Seay, who brings experience in IT project management, Agile delivery, stakeholder alignment, scope/schedule/risk management, UAT, delivery metrics, Azure DevOps, reporting, and cross-functional coordination. Her background supports the City's need for structured transition management, weekly reporting, SOP development, issue tracking, and clear communication with the IT Coordinator.

Relevant Personnel Strengths

Dr. Kevin Washington will provide executive sponsorship and cloud/infrastructure oversight. He brings more than 20 years of experience in system administration, Azure migration, Active Directory, Exchange, VMware, Group Policy, project management, helpdesk management, secure network design, system backup, and information security documentation.

Jeanique Seay will support service delivery and transition management. She brings more than 8 years of experience leading technology and process improvement work, managing scope, schedule, risks, Agile ceremonies, user acceptance testing, defect triage, release readiness, and stakeholder reporting.

Tony Washington brings senior technical experience in project management, systems and network management, system design, database management, cloud services, system security, integration, vulnerability scanning,

RMF compliance, helpdesk oversight, and backup/disaster recovery procedures. His background strengthens BAA's ability to advise on infrastructure, security, cloud migration, and documentation.

Past Performance Relevance to the City

BAA's prior experience supports the City's evaluation areas in the following ways:

City Need	Relevant BAA Strength
Improve ticket response and closure time	Experience with helpdesk oversight, service workflows, escalation, user support, and performance reporting.
Support hybrid infrastructure	Experience with Windows Server, Active Directory, Azure, VMware, Exchange, backups, secure connectivity, and cloud planning.
Strengthen cybersecurity posture	Experience with vulnerability scanning, security remediation, incident response planning, risk documentation, and compliance support.
Support public-sector	Experience in government and high-control environments where documentation,

operations	security, continuity, and stakeholder communication are required.
Develop strategic roadmap	Experience with project planning, cloud migration planning, risk management, modernization strategy, and executive reporting.
Support BC/DR	Experience with backup procedures, disaster recovery planning, recovery documentation, and continuity-focused technical support.

This experience allows BAA to address the City's current needs while also planning for the future. The City's 12–24 month success measures include ticket response and closure times, system uptime, ease of use for end users, cost savings, and redundancy reduction. BAA's experience directly supports each of those outcomes.

References

BAA provides the following current or recent references based on prior BAA reference documentation. These references were selected because they show experience in airport/critical infrastructure environments, federal security environments, information systems management, network/security services, systems support, and managed technical service delivery. BAA understands that Relevant Experience represents 25% of the City's evaluation score; therefore, the references below are intentionally tied to the City's managed IT, cybersecurity, cloud/infrastructure, public safety continuity, and strategic support requirements.

Reference	Client / Agency	Project	Period of Performance	Contract / Project Value	Reference Contact
1	SAAS PPSS / Dept of Army – Sub to VISTA	Enterprise IT Services with Software Development, Help Desk Tier 1-5, Cybersecurity	2019 - Present	$23,340.875	Nick Abdou, 804-241-3718
2	TC AIMS II / Dept of Army – Sub to MAT	Enterprise IT Services with Software Development, Help Desk Tier 1-5, Cybersecurity	2023 - Present	$26,000,000	Ricky Henderson 254-368-3202
3	AFMIS / Dept of Army – Sub to MAT	Enterprise IT Services with Software Development, Help Desk Tier 1-5, Cybersecurity	2018 - 2021	$23,005,780.00	Van Zeah
4	VITA	Cloud Services and Datacenter Migration	8/1/2020 - 9/1/2022	$1,600,000	Tony Wood, 804-366-4070

The first reference demonstrates experience supporting software development, help desk, and cloud infrastructure work in a complex operating environment. The second reference demonstrates support connected to Department of the Army operations and critical infrastructure security. The third reference demonstrates information systems management experience in a federal research environment. The fourth reference demonstrates defense/security-related systems support for over 64 State Agencies through State of Virginia.

For the City of Flagler Beach, these references are relevant because the City's managed IT environment requires more than basic desktop support. The City requires secure infrastructure support, vendor coordination, continuity planning, cybersecurity operations support, identity and access management, network reliability, and disciplined documentation. These references support BAA's ability to operate in environments where reliability, security, and accountability are central to performance.

3. Technical Approach & Methodology

BAA's technical approach is designed for the City's specific environment and the clarifications issued through the addenda. The City is moving from an interlocal support model to a full replacement managed services model with one primary vendor. The City's IT Coordinator will remain involved in defined areas, but the selected provider is expected to operate the managed services function, provide ticketing, improve response and resolution, support infrastructure, coordinate third-party vendors, develop SOPs, and guide strategic modernization.

BAA will execute the work through four practical phases: transition, stabilization, operational improvement, and strategic modernization.

Phase	Primary Purpose	Main Outcome for the City
Phase 1: Transition	Move responsibility from the current support model to BAA without disruption.	Clear access, documentation, ticketing, vendor contacts, and risk tracking.
Phase 2: Stabilization	Improve visibility and control over daily IT operations.	Reduced ticket aging, documented procedures, backup visibility, and escalation clarity.
Phase 3: Operational Improvement	Fix repeat issues and mature the service model.	Better response, better reporting, better user experience, and fewer recurring

		problems.
Phase 4: Strategic Modernization	Build the five-year roadmap for cloud, security, continuity, and lifecycle planning.	A practical modernization plan aligned with City priorities and budget cycles.

Phase 1: Transition and Knowledge Transfer

The first priority is to prevent disruption. The City expects the transition period to start between September 1 and September 30 pending Commission approval. BAA will begin with a structured transition plan that identifies systems, access requirements, open issues, vendor contacts, documentation gaps, user communication needs, and risks.

BAA will work with the City IT Coordinator and available County transition resources to collect and validate information for users, departments, locations, Microsoft 365, Entra ID, Active Directory, servers, VMware, Veeam, network devices, firewalls, wireless access points, VPN, endpoints, printers/copiers, VoIP, cameras, public safety systems, SCADA-related coordination, and line-of-business applications.

The transition will include an access review. Personnel who require access to Police Department network or fileserver resources will not be granted access until required background checks are complete. BAA will maintain an access matrix so the City can see who has access to what systems, why that access is needed, and when access should be removed.

BAA will also implement or configure the ticketing process during transition. Since the City clarified that the vendor should provide the ticketing system, BAA will provide a ticketing workflow that supports phone and email intake and, if approved by the City, a portal for ticket status, knowledge base articles, and user requests. The system will track priority, response time, ownership, aging, resolution notes, and recurring issues.

BAA will use a transition checklist to reduce the risk of missed items. At minimum, the checklist will include:

Transition Area	Items to Validate
Access	Administrative accounts, privileged roles, VPN, Microsoft 365 roles, server access, firewall access, backup console access, vendor portals, and PD access restrictions.
Documentation	Network diagrams, server inventory, application inventory, vendor list, backup procedures, existing SOPs, asset inventory, and open risks.
Users	Active users, departments, Police/Fire classification, shared mailboxes, distribution groups, onboarding/offboarding process, and MFA status.
Infrastructure	VMware hosts, 9 virtual servers, storage, file shares, AD, DNS/DHCP, firewalls, switches, APs, VPN, printers, and core services.
Security	SentinelOne MDR, TenableOne, Defender, PhishER, MFA, vulnerability reports, prior incidents, incident response gaps, and training status.
Backup/DR	Veeam jobs, retention, offsite/cloud backup, restore history, test schedule, storage capacity, and critical system recovery order.
Vendors	Mitel, Point & Pay, Laserfiche, Axon, Fusus, Lorex, CAD/County, SCADA-related contacts, telecom, copier/printer vendors, and software providers.
Open issues	Current tickets, recurring issues, known pain points, unresolved vendor issues, and upcoming maintenance or renewals.

Phase 2: Stabilization

After transition, BAA will focus on stabilizing day-to-day operations. This phase is not about making major changes immediately. It is about understanding what is in place, correcting the most urgent service gaps, documenting procedures, and building trust with users.

During stabilization, BAA will:

- Review open and recurring tickets.
- Confirm SLA categories and response expectations.
- Establish weekly open-ticket wrap-up reporting with the IT Coordinator.
- Document support procedures for common issues.
- Validate backup status and identify restore testing gaps.
- Review current asset inventory and reconcile gaps.
- Confirm the list of critical systems for Police, Fire, cloud services, on-premises servers, network connectivity, and City operations.
- Review current vulnerability findings from TenableOne and prioritize remediation.
- Confirm SentinelOne MDR alert handling and escalation procedures.
- Create the first version of the incident response plan.
- Confirm vendor escalation contacts for Mitel, Point & Pay, Laserfiche, Axon, Fusus, Lorex, SCADA-related systems, CAD through County, printers/copiers, telecom, and other systems.
- The stabilization period will produce tangible deliverables: a current-state technical summary, a risk register, a support procedure list, an open issues list, an access matrix, a vendor contact matrix, and a first set of priority SOPs.

- During stabilization, BAA will also establish the initial performance baseline. This baseline matters because improvement must be measurable. BAA will document the current ticket volume, categories, average ticket age, open-ticket count, SLA compliance, recurring issues, vendor-dependent issues, backup exceptions, vulnerability aging, and major user pain points. From there, BAA can show the City whether service is improving month over month.
- BAA will prioritize early wins that improve user confidence without creating unnecessary change risk.
- Examples include clarifying how to request support, creating simple user guidance for password/MFA/VPN issues, reducing stale tickets, documenting common fixes, cleaning up unclear escalation paths, and improving visibility into open items.

Phase 3: Operational Improvement

Once the environment is stabilized, BAA will begin improving recurring service issues and strengthening the operating model. The City identified ticket response and closure time, system uptime, ease of use, cost savings, and redundancy reduction as success measures. BAA's operational improvement work will be tied directly to those outcomes.

Operational improvement will include refining the ticketing workflow, building a user knowledge base, creating standard request forms, reducing ticket aging, improving escalation, documenting repeat fixes, and using monthly trend data to identify the most common support problems. If a repeated issue is caused by a configuration, training gap, vendor issue, weak process, or aging equipment, BAA will identify the root cause and recommend a practical corrective action.

BAA will also review patch management. The City clarified that patching is currently handled manually and needs to be updated to the vendor's choice. BAA will review the environment before recommending a patch management tool or process. The recommendation will consider Microsoft 365/Entra, Windows endpoints, servers, Police/Fire operational impact, rollback needs, and reporting. BAA will not make a tool change until the City understands the cost, impact, and benefit.

Infrastructure support will include Windows Server and VMware administration, Active Directory and Group Policy support, file server access support, storage and capacity review, firewall and VPN support, switch and wireless troubleshooting, backup job monitoring, and vendor coordination. BAA will document network and server dependencies so future cloud migration and disaster recovery planning are based on facts rather than assumptions.

Phase 4: Strategic Modernization

The City's long-term priorities include cloud migration, continuity of business, and disaster preparedness.

BAA will develop a five-year IT strategic plan and roadmap that is updated annually with the City. The roadmap will sequence modernization in a way that protects operations.

The five-year roadmap will focus on identity modernization, cloud readiness, file server and data migration planning, backup and disaster recovery modernization, endpoint and patch management improvements, network segmentation review, public safety continuity, hurricane readiness, license/tool rationalization, and lifecycle planning.

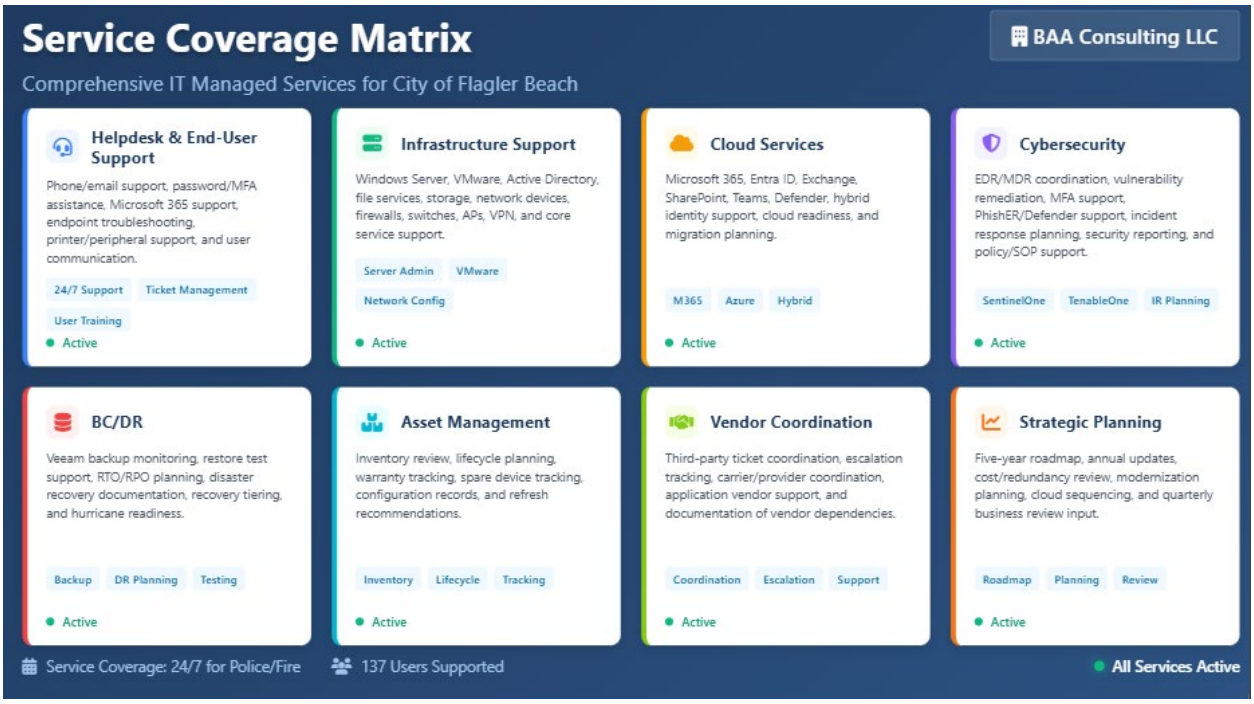
BAA's cloud migration approach will begin with discovery and dependency mapping. On-premises Active Directory, file servers, Veeam, and other server workloads should not be moved until access, security, backup, retention, user impact, cost, and rollback procedures are defined. BAA will recommend pilot migrations before broader migration. Major cloud migration work will be treated as Time & Materials or separately approved project work unless the City requests a fixed-fee scope.

Because Strategic Value & Innovation represents 15% of the City's evaluation, BAA will make the roadmap measurable instead of theoretical. The roadmap will include recommended actions, business justification, risk reduced, estimated level of effort, dependencies, budget timing, and whether the item should be handled as managed services, City procurement, or separately approved project work.

Strategic Area	BAA Deliverable	Benefit to the City
Cloud migration	Five-year phased roadmap for AD, file services, backup/DR, and selected workloads.	Moves the City toward secure cloud infrastructure without disrupting public safety or daily operations.
Continuity of business	RTO/RPO workshop, recovery tiering, backup testing plan, hurricane readiness	Gives the City a documented path for operating through outages, cyber events, and

	checklist.	storms.
Cybersecurity maturity	Incident response plan, vulnerability remediation workflow, security reporting, SOPs.	Strengthens readiness for incidents, audits, and daily security operations.
Cost and redundancy reduction	License/tool review, application overlap review, lifecycle planning.	Supports the City's stated success measure of cost savings and redundancy reduction.
Service improvement	SLA dashboard, weekly ticket review, CSAT trend review, root-cause tracking.	Improves response time, closure time, and user experience.

Technical Coverage by Service Area



BAA will provide coverage across the major service areas identified in the RFP. The following summary shows how BAA will translate the RFP scope into daily operations.

Service Area	BAA Technical Coverage
Helpdesk and end-user support	Phone/email support, optional portal, password/MFA support, Microsoft 365 support, endpoint support, VPN support, printer/peripheral support, and user communication.
Infrastructure support	Windows Server, VMware, AD, file services, storage, network devices, firewalls, switches, APs, VPN, and core service support.
Cloud services	Microsoft 365, Entra ID, Exchange, SharePoint, Teams, Defender, hybrid identity support, cloud readiness, and migration planning.
Cybersecurity	EDR/MDR coordination, vulnerability remediation, MFA support, PhishER/ Defender support, incident response planning, security reporting, and policy/ SOP support.

BC/DR	Veeam backup monitoring, restore test support, RTO/RPO planning, disaster recovery documentation, recovery tiering, and hurricane readiness.
Asset management	Inventory review, lifecycle planning, warranty tracking, spare device tracking, configuration records, and refresh recommendations.
Vendor coordination	Third-party ticket coordination, escalation tracking, carrier/provider coordination, application vendor support, and documentation of vendor dependencies.
Strategic planning	Five-year roadmap, annual updates, cost/redundancy review, modernization planning, cloud sequencing, and quarterly business review input.

Cybersecurity Methodology

BAA will support the City's cybersecurity posture using the tools already in place unless a replacement is justified. The City currently uses SentinelOne MDR, Microsoft Defender, PhishER, MFA, and TenableOne. BAA will help operationalize those tools through defined processes and reporting.

Security support will include MDR alert coordination, vulnerability remediation tracking, MFA setup and reset support, phishing support, incident response plan development, security awareness coordination, and monthly reporting. TenableOne findings will be prioritized based on severity, exploitability, asset criticality, public safety impact, and exposure. Remediation will be assigned, tracked, validated, and reported.

BAA will develop a formal incident response plan because the City stated that one needs to be developed. The plan will include incident categories, severity levels, roles and responsibilities, City notification triggers, Police/Fire escalation, evidence preservation, containment, eradication, recovery, communication templates, vendor escalation, and post-incident review.

BAA will also create a vulnerability remediation workflow that is practical for the City. TenableOne findings will be reviewed and prioritized, but BAA will not treat every finding the same. A critical vulnerability on a public safety system, VPN, server, or identity service will be prioritized differently from a lower-risk finding on a less critical endpoint. BAA will track remediation ownership, due date, status, validation, and any accepted risk decisions.

The City's security posture will be reported in plain language. Leadership should be able to see what is open, what was fixed, what risk remains, and what decisions are needed. BAA's security reporting will avoid unnecessary technical noise and focus on actionable risk.

Business Continuity and Disaster Recovery Methodology

The City uses Veeam and has annual backup testing requirements, with monthly testing preferred. The City's RTO and RPO are currently undefined. BAA will work with the City to define recovery priorities by system and department, with Police, Fire, cloud services, identity, network, and on-premises servers treated as high-priority planning areas.

BAA will review backup schedules, retention, offsite/cloud copies, restore procedures, backup failures, storage capacity, and documentation. BAA will support annual restore testing and recommend monthly sample restore validation. BAA will also help the City move toward a cloud-based disaster recovery model that reduces dependency on County/EOC arrangements over time.

Because hurricanes create workload spikes, BAA will also develop a hurricane readiness checklist that covers communication, remote access, backup status, vendor contacts, emergency personnel support, spare equipment, and escalation procedures.

BAA will recommend recovery tiers so the City can make decisions before an outage occurs. Police, Fire, identity services, core network, VPN, Microsoft 365 access, and critical servers should be reviewed as the first recovery tier. Finance, Public Works, Community Development, file services, and other City operations should be ranked based on operational impact. Lower-priority administrative services should be documented so recovery is organized instead of improvised.

BAA will also help the City define RTO and RPO targets. Because those targets are currently undefined, BAA will not assume them in a vacuum. We will guide the City through a workshop that identifies acceptable downtime, acceptable data loss, dependencies, recovery order, and budget impact. This will allow the City to choose realistic recovery objectives rather than arbitrary numbers.

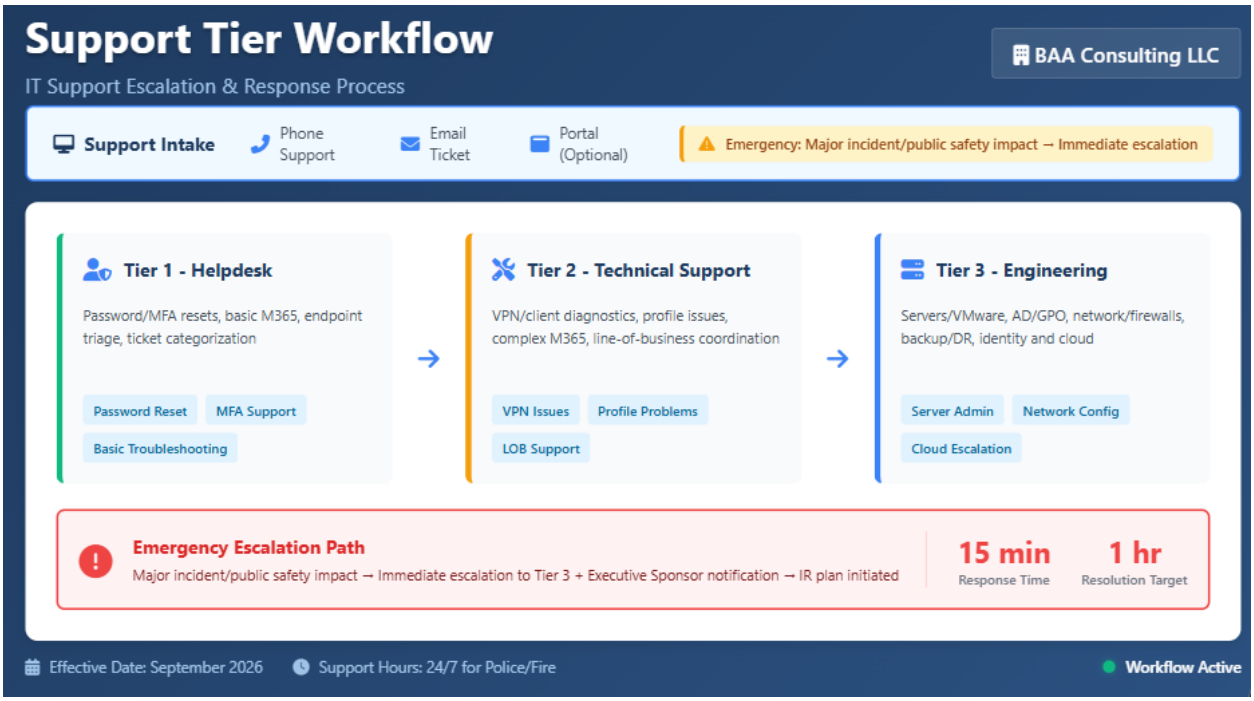
Documentation and SOP Development

The City clarified that no formal service delivery framework currently exists and that SOPs will need to be developed. BAA will create practical SOPs that technicians can actually use and the City can review. These SOPs will support consistency, continuity, and accountability.

Priority SOPs will include ticket intake, priority classification, Police/Fire after-hours response, major incident escalation, account onboarding, account offboarding, MFA reset, VPN support, Microsoft 365 support, endpoint setup, printer support, Veeam backup checks, restore testing, TenableOne remediation, SentinelOne MDR alert response, vendor coordination, change management, asset inventory updates, and hurricane readiness.

SOPs will be written in a simple operational format: purpose, when to use it, owner, steps, escalation triggers, documentation requirements, and related systems. This prevents the documentation from becoming a binder that nobody uses.

Asset Management and Procurement Support



The City owns its hardware and has a full asset inventory. Procurement is handled by the City through CDW-G. BAA will support asset management and procurement coordination, not unauthorized purchasing.

BAA will maintain asset records for endpoints, servers, network devices, printers/copiers where provided, warranties, spare stock, assignments, locations, lifecycle dates, and configuration notes. BAA will provide recommendations for replacement, refresh, spare stock, warranty renewal, and risk reduction. All purchasing decisions will remain with the City.

4. Staffing Plan and Key Personnel

BAA will provide a blended team that includes executive oversight, service delivery management, technical escalation, helpdesk support, cybersecurity support, documentation support, and onsite dispatch. This model is designed for the City's actual size and operating conditions: approximately 137 users, 12 locations, 80–90 monthly tickets, public safety after-hours needs, hurricane workload spikes, and a five-year modernization roadmap.

The proposed staffing model gives the City both day-to-day support and access to senior technical expertise when needed. This is important because a small municipal environment does not need unnecessary full-time overhead, but it does need reliable escalation when there is a server issue, security event, backup failure, network outage, public safety disruption, or cloud migration decision.

The staffing model will include the following functional roles:

Role	Responsibility on the City Engagement
Executive Sponsor	Contract performance, executive escalation, quality oversight, and senior City communication.
Service Delivery / Project Manager	Transition planning, reporting, meeting cadence, issue tracking, risk management, and service improvement.
Lead Systems/Cloud Engineer	Microsoft 365, Entra ID, Active Directory, Windows Server, VMware, cloud planning, and backup/DR technical support.
Network/Security Engineer	Firewalls, VPN, switches, wireless, segmentation review, SentinelOne/ Tenable coordination, and security escalation.
Helpdesk Tier 1/2 Technicians	Ticket intake, triage, password/MFA support, Microsoft 365 support, endpoint troubleshooting, user support, and common issues.
Field Support Technician	Onsite support, physical troubleshooting, device replacement, printer/ peripheral support, and after-hours onsite response for Police/Fire when required.
Cybersecurity/ Compliance Support	Incident response planning, vulnerability remediation tracking, security reporting, access control procedures, and policy/SOP development.
Documentation/Process Support	SOPs, knowledge base articles, asset records, vendor matrices, support procedures, and reporting support.

Kevin Washington - Executive Sponsor / Cloud and Infrastructure Oversight

Dr. Kevin Washington will serve as Executive Sponsor and provide cloud/infrastructure oversight. He brings more than 20 years of management and leadership experience, including system administration, Azure cloud migration, AWS cloud migration, Active Directory, Exchange, VMware, Group Policy, secure network design,

project management, helpdesk management, electronic asset monitoring, access control methodologies, and information system security documentation. He has hands-on experience supporting Windows operating systems and virtual environments and holds Security+ and ITIL v3 credentials.

For the City, Dr. Kevin Washington will provide senior oversight, escalation authority, quality review, and guidance on cloud, identity, infrastructure, security, and continuity decisions.

Jeanique Seay - Senior IT Project Manager / Service Delivery Lead

Jeanique Seay will support transition and service delivery. She brings more than 8 years of experience leading cross-functional teams through technology and process improvement initiatives. Her background includes IT project management, Agile/Scrum delivery, scope and schedule management, risk tracking, stakeholder communication, user acceptance testing, defect triage, release readiness, Azure DevOps tracking, and executive reporting.

For the City, Jeanique will support the transition plan, weekly reporting, meeting cadence, documentation tracking, action items, roadmap execution, issue follow-up, and communication between technical teams and City stakeholders.

Tony Washington - Senior Technical Advisor / Systems, Cloud, Database, and Security

Tony Washington will provide senior technical advisory support. He brings extensive experience in project management, systems and network management, system design, database management, cloud services, system security, integration, stakeholder communication, vulnerability scanning, RMF compliance, helpdesk oversight, and backup/disaster recovery procedures. His background includes government project management, Azure integration, SQL Server, cloud computing, network and systems vulnerability scanning, and documentation.

For the City, Tony may support infrastructure assessment, technical documentation, vulnerability remediation planning, cloud migration strategy, backup/DR planning, and complex technical escalation.

Staffing Scalability and Coverage

BAA will scale resources based on ticket volume, Police/Fire after-hours issues, security incidents, hurricane events, migration projects, endpoint refreshes, and open ticket aging. The City's normal ticket volume is manageable through a structured helpdesk model, but BAA understands that storms, public safety incidents, outages, and major projects can require added support. BAA will plan for that flexibility rather than treating support as a static helpdesk-only function.

For CJIS-sensitive access, BAA will identify personnel who require Police Department network or fileserver access and submit those personnel for required background checks before access is granted. BAA will maintain least-privilege access and remove access immediately when it is no longer required.

Communication and Accountability

BAA's staffing plan includes clear communication responsibilities. The Service Delivery / Project Manager will be responsible for weekly ticket review, action item tracking, transition tracking, and reporting. The Executive Sponsor will be available for unresolved issues, performance concerns, major incidents, and strategic decisions. Technical staff will document work in the ticketing system so the City has visibility into what was done, why it was done, and whether follow-up is required.

The City IT Coordinator will not have to chase multiple disconnected technicians for updates. BAA will use a single coordinated service delivery model so issues, escalations, documentation, and reporting are managed consistently.

Continuity of Staffing

BAA will maintain continuity through documentation, knowledge base development, shared ticket notes, asset records, vendor matrices, and SOPs. This reduces dependency on any one individual technician. If a technician is unavailable, another authorized BAA team member can review the documentation and continue support without forcing the City to re-explain its environment.

5. SOC/NOC Capabilities

BAA is presenting this section transparently. BAA is not proposing a separate, fully owned internal SOC/NOC facility for this engagement. Instead, BAA is proposing a managed monitoring, MDR coordination, infrastructure monitoring, escalation, and reporting model that fits the City's environment and uses the tools already in place unless the City approves a change.

The City should not have to pay for a vague SOC/NOC label that does not improve outcomes. BAA's focus will be on the outcomes the City actually needs: alerts reviewed, vulnerabilities remediated, backup issues addressed, infrastructure issues escalated, incidents documented, and leadership informed.

This is the appropriate approach because the City already uses SentinelOne MDR, TenableOne, Microsoft Defender, PhishER, Veeam, and network/security platforms. The immediate need is not to sell the City a new SOC label. The immediate need is to ensure alerts are reviewed, vulnerabilities are remediated, backups are monitored, incidents are escalated, and leadership receives clear reporting.

BAA's SOC/NOC-style operating model will include:

- SentinelOne MDR alert coordination and remediation tracking.
- TenableOne vulnerability review, prioritization, and remediation reporting.
- Microsoft Defender and PhishER process support.
- MFA and identity-related support.
- Backup job and restore validation monitoring.
- Server and infrastructure health review.
- Firewall, VPN, switch, and wireless troubleshooting and escalation.
- Incident response activation for security events.
- Vendor escalation when the root cause is within a third-party platform.
- Monthly security and infrastructure reporting.
- For security events, BAA will follow the incident response plan once developed. Until that plan is formally approved, BAA will use a practical escalation method: identify the event, determine impact, contain where authorized, notify the IT Coordinator, escalate to the appropriate vendor or security contact, document all actions, validate recovery, and complete a post-incident review.
- For infrastructure monitoring, BAA will review critical systems such as servers, VMware, backups, network devices, VPN, storage, and Microsoft 365 service health where access allows. BAA will create tickets for actionable alerts so work is tracked and visible rather than handled informally.

- BAA will also provide reporting that gives the City a clear understanding of its security and infrastructure posture. Reports will include open vulnerabilities, aging findings, backup exceptions, MDR alerts, recurring infrastructure issues, ticket trends related to systems, and recommended actions. This gives the City the value of a monitored operating model without overstating capabilities or forcing unnecessary tool replacement.
- BAA's monitoring model will use defined escalation triggers. Examples include failed backups, repeated endpoint detections, unresolved critical vulnerabilities, server capacity warnings, VPN issues affecting remote users, Police/Fire system impact, firewall/connectivity concerns, and major vendor outages. Each trigger will create an action path instead of remaining only as an alert.
- BAA will also support continuous improvement in this area. If the current toolset is sufficient, BAA will optimize process and reporting around it. If a gap exists, BAA will present the City with a recommendation, business case, estimated cost, and implementation impact before any replacement or new tool is proposed.

6. Helpdesk & Support Model

The City's helpdesk and support model must be responsive, simple for users, measurable for leadership, and sensitive to public safety operations. BAA will provide business-hours support for all City users and 24/7 emergency support for Police and Fire incidents. Support will be available by phone and email, with a portal available if approved by the City.

BAA will use a tiered support model. Tier 1 will handle intake, basic troubleshooting, password/MFA issues, Microsoft 365 support, common endpoint issues, and routing. Tier 2 will handle more advanced endpoint, application access, VPN, printer, device, and user environment issues. Tier 3 will handle server, network, firewall, VMware, backup, security, and cloud-related escalations. Executive escalation will be available for Citywide outages, public safety impact, major security incidents, or unresolved service concerns.

Support Tier	Typical Work Handled	Escalation Trigger
Tier 1	Intake, password/MFA support, Microsoft 365 basics, common endpoint issues, printer triage, routing.	Issue requires advanced technical access, repeated failure, or affects multiple users.
Tier 2	Endpoint diagnostics, VPN, application access, user profiles, device configuration, backup checks, vendor ticket coordination.	Issue affects servers, network, security, cloud, Police/Fire operations, or remains unresolved.
Tier 3	Servers, VMware, firewalls, switches, wireless, backup/DR, cloud, vulnerability remediation, MDR/security escalation.	Citywide impact, public safety impact, cybersecurity event, or executive decision needed.
Executive / Emergency	Major incidents, City leadership communication, contract-level escalation, public safety disruption.	Critical service impact, major outage, unresolved SLA risk, or security incident.

The City clarified that SLAs are measured as time-to-response. BAA will align to the City's clarified response expectations.

Priority	City Impact Definition	BAA Response Commitme

		nt
High / Critical	All users, major functions, or critical government processes are unavailable or inoperable.	1 hour
Medium	More than 30% of users are affected, an entire location is affected, or a non-critical government process is unavailable.	4 hours
Low	Under 30% of users are affected.	24 hours / 1 business day
Scheduled	Maintenance or installation scheduled more than one week in advance.	As scheduled

Scheduled work will be handled according to the approved maintenance schedule.

BAA's ticket lifecycle will be consistent and documented. A user will contact support by phone, email, or portal. The ticket will be categorized, prioritized, acknowledged within SLA, assigned, worked, escalated if needed, documented, validated with the user, and closed with resolution notes. Tickets that require vendor action will remain tracked in the ticketing system so they do not disappear from visibility. Tickets that are waiting on a user, vendor, City decision, or scheduled maintenance will be marked accordingly.

For Police and Fire, BAA will provide a 24/7 support number. After-hours support will be focused on incidents affecting Police and Fire emergency personnel, consistent with the addenda. Remote response will be attempted first when appropriate, and onsite response will be provided when the issue cannot be resolved remotely and the situation requires physical support.

BAA will notify the IT Coordinator of incidents affecting more than 30% of users, an entire location, a major function, public safety operations, or suspected cybersecurity compromise. For major incidents, BAA will open a live communication bridge or equivalent coordination channel, provide status updates, document actions, and complete a post-incident summary.

The City requested weekly wrap-up visibility. BAA will provide a weekly open-ticket summary to the IT Coordinator covering new tickets, closed tickets, aging tickets, SLA risks, tickets awaiting vendor or City action, recurring issues, security items, backup exceptions, and decisions needed. This weekly review will help improve ticket closure time and prevent issues from sitting unresolved.

BAA will also support user satisfaction tracking. The City currently uses quarterly informal surveys. BAA can support that with lightweight CSAT feedback after ticket closure and quarterly trend summaries. Feedback will be used to improve knowledge base articles, technician communication, training, and root-cause resolution.

The support model will also include ongoing documentation. BAA will create and maintain SOPs for ticket priority assignment, Police/Fire after-hours support, major incident escalation, user onboarding/ offboarding, MFA resets, VPN support, Microsoft 365 support, endpoint setup, Veeam backup checks, TenableOne remediation, SentinelOne MDR alert response, vendor coordination, change management, asset updates, and hurricane readiness.

User Communication and Change Management

BAA will support user communication during transition and ongoing operations. Clear communication is important because the City is moving from a County-supported model to a new vendor-supported model. Users must know how to request support, what information to provide, when to call versus email, how Police/Fire after-hours support works, and what to expect after a ticket is submitted.

BAA will prepare simple user-facing communication for the City to approve. This may include a support launch notice, helpdesk contact instructions, MFA/password guidance, VPN support instructions, ticket priority guidance, and reminders about suspicious email reporting. BAA will keep this communication simple and practical so City staff can use it without technical confusion.

Root-Cause and Problem Management

BAA will not treat recurring tickets as isolated events. If the same issue appears repeatedly, BAA will review the underlying cause. The cause may be training, configuration, aging hardware, application behavior, vendor issue, network instability, security control, or unclear process. BAA will track recurring issues and recommend fixes during weekly or monthly reviews.

This problem-management approach supports the City's stated goal of improving ticket closure time and ease of use for end users. Over time, the best helpdesk is not the one that simply answers more tickets; it is the one that reduces avoidable tickets by fixing root causes.

7. Pricing Structure

The City prefers a per-user pricing model and requested pricing for 1-year, 3-year, and 5-year terms. The City also requested that after-hours emergency support be presented both as included in base pricing and as a separate line item. BAA will submit final pricing in the City's preferred per-user format.

BAA's base managed services price is intended to include business-hours helpdesk support for all City users, 24/7 emergency support for Police and Fire incidents, remote support, ticketing, weekly reporting, Microsoft 365 and Entra ID support, MFA support, endpoint support, server and VMware administration, network and firewall support, backup monitoring, vulnerability remediation tracking, EDR/MDR coordination, vendor coordination, asset inventory maintenance, SOP development, and strategic reporting.

Included in Base Managed Services	Separately Approved / Not Included in Base Price
Helpdesk and remote support	Hardware purchases through City/CDW-G
Police/Fire emergency support according to selected pricing option	Software licenses unless specifically included in the pricing sheet
Ticketing, weekly reports, SLA tracking, CSAT support	Major cloud migrations and infrastructure projects
Microsoft 365, Entra ID, MFA, endpoint support	Large endpoint refreshes or new system implementations
Server, VMware, network, firewall, wireless support	Independent penetration testing if separately required
Backup monitoring and annual restore-test support	Major cabling, construction, or facilities work
Vulnerability remediation tracking and MDR coordination	Third-party vendor fees outside BAA's control

Vendor coordination and asset inventory maintenance	After-hours onsite response outside approved emergency scope, unless included in final pricing

BAA will provide pricing for the following contract options in the attached pricing exhibit:

Pricing Item	Structure
1-year term	Per-user monthly pricing.
3-year term	Per-user monthly pricing.
5-year term	Per-user monthly pricing.
Transition/onboarding	One-time cost, if applicable.
After-hours Option A	Police/Fire emergency support included in base pricing.
After-hours Option B	Police/Fire emergency support priced as a separate line item.
Project work	Approved Time & Materials rate unless the City requests fixed pricing.
Onsite/travel	Provided according to the approved onsite/travel pricing schedule.

Hardware purchases will remain the City's responsibility through CDW-G or the City's approved procurement process. BAA will support recommendations, specifications, quoting assistance, installation planning, and implementation, but BAA will not assume purchasing authority unless separately authorized.

Major cloud migrations, infrastructure refresh projects, large endpoint deployments, independent penetration testing, large cabling projects, new system implementations, and work outside normal managed services will be treated as separately approved project work. The City clarified that cloud migrations and other projects should be treated as Time & Materials unless otherwise requested.

BAA's pricing approach is designed to be clear and auditable. The City will be able to distinguish base managed services from optional items, project work, licensing, hardware, vendor fees, and travel/onsite charges. BAA will not hide recurring costs inside vague language. If a service is included, it will be identified. If a service is excluded or requires separate approval, it will be stated. BAA's Pricing Structure is provided in an attached Flager Beach Pricing Exhibit.

8. Exceptions or Deviations

BAA takes no material exceptions to the RFP requirements. BAA will comply with the requested response format, service scope, addenda, transition expectations, support expectations, and City coordination requirements.

BAA provides the following clarifications to avoid misunderstanding:

No subcontractor is proposed. BAA will perform the managed services engagement directly. BAA will coordinate with City-approved third-party vendors, carriers, OEMs, software providers, County transition resources, and procurement channels as needed, but those activities are normal vendor coordination and do not constitute subcontracted performance.

BAA will comply with the City's CJIS-related access requirements. Personnel requiring access to Police Department network or fileserver resources will complete required background checks before access is granted. Access will be limited to personnel with a legitimate support need.

The City IT Coordinator will retain responsibility for BSA Business SaaS, Mobile Device Management, onsite response during working hours when remote response needs escalation, and Public Records Requests. BAA will coordinate with the IT Coordinator in those areas when related technical support, vendor coordination, documentation, or user support is needed.

Hardware procurement will remain with the City through CDW-G or the City's approved process. BAA will support planning, specifications, quotes, implementation, and lifecycle recommendations.

Cloud migrations and other major projects will be handled as separately approved Time & Materials work unless the City requests and approves a fixed-fee project proposal.

Third-party systems such as Mitel, Point & Pay, Laserfiche, Axon, Fusus, Lorex, CAD through County, SCADA-related systems, printers/copiers, telecom, and other specialty systems will be supported through IT/network/integration troubleshooting and vendor coordination. BAA's responsibility will be limited by the City's vendor contracts, access permissions, and the third-party provider's support obligations.

BAA acknowledges Addenda No. 1, No. 2, and No. 3 and has incorporated their clarifications into this proposal.

BAA has no exception to the City's requested proposal format, 35-page response limit, support model requirements, service level expectations, addenda acknowledgment requirement, or requirement to provide 1-year, 3-year, and 5-year pricing options. Any assumptions listed in this section are intended to clarify service delivery and pricing treatment, not to limit the City's rights under the RFP.

BAA appreciates the City's consideration and is prepared to support Flagler Beach with a managed IT service model that improves response, strengthens security, documents the environment, supports public safety, and guides the City's long-term modernization goals.

PRICING EXHIBIT

Information Technology Managed Services & Strategic Support

City of Flagler Beach, Florida

RFP Issued: May 6, 2026 | Responses Due: May 20, 2026

I. ENVIRONMENT SUMMARY

Total Users	Servers	Locations	Endpoints
137 users	9 (on-prem & virtual)	**12 sites**	123 laptops + 72 desktops

Backup Platform	Cloud Platform	Identity & Productivity
Veeam (included in base rate)	BSA Cloud	Microsoft 365 / Entra ID

II. SELECTED SERVICE TIER — STRATEGIC

Service Category	Included Services
Helpdesk & End-User Support	24/7 support for emergency personnel (Police, Fire); business hours for all other departments
Infrastructure Management	Server monitoring, patch management, lifecycle mgmt (9 on-prem & virtual servers)
Cloud & M365 Administration	Microsoft 365, Entra ID, SharePoint, Teams administration; cloud migration support
Backup Management	Veeam backup monitoring, reporting & recovery testing; BSA Cloud administration
Cybersecurity Services	EDR, MFA enforcement, security awareness training, vulnerability management, incident response
CJIS Compliance Support	Compliance documentation, background check coordination, audit support for Police Dept.
Strategic IT Leadership	5-year IT strategic plan, cloud adoption roadmap, quarterly vCISO reviews
Asset & Procurement Mgmt	Inventory tracking, lifecycle planning, procurement support, system configuration

Business Continuity & DR	DR plan development, implementation, and annual testing
Multi-Site Coverage	Network monitoring and on-site support across all 12 City locations

III. MONTHLY RATE BREAKDOWN (YEAR 1)

Line Item	Basis	Unit Rate	Monthly Total
Strategic managed services (base)	137 users	$118.00 / user	$16,166
Server management surcharge	9 servers	$45.00 / server	$405
BSA Cloud administration	137 users	$3.25 / user	$445
Multi-site network coverage	12 sites	$185.00 / site	$2,220
Veeam backup management	Included	—	Included
		Total monthly (year 1)	**$19,236**
		Annual total (year 1)	**$230,835**

Note: Veeam backup management is included within the Strategic base rate and carries no separate per-unit charge.

IV. CONTRACT TERM OPTIONS

Term	Year 1 Monthly	Final Year Monthly	Total Contract Value	Discount
1 year	$19,236	$19,236	**$230,835**	None
3 years	$19,236	$20,221	**$710,139**	None
5 years	$19,236	$21,265	**$1,214,145**	None

Multi-year terms carry no volume discount. The benefit of longer commitments is budget predictability and continuity of service.

V. ANNUAL ESCALATION SCHEDULE — 5-YEAR PROJECTION

Year	Escalation	Per-User Rate / Mo	Monthly Total	Annual Total
Year 1	Fixed	$118.00	$19,236	$230,835

Year 2	+3.0%	$121.54	$19,721	$236,655
Year 3	+3.0%	$125.19	$20,221	$242,649
Year 4	+3.0%	$128.94	$20,735	$248,823
Year 5	+3.0%	$132.81	$21,265	$255,183
			5-year total contract value	**$1,214,145**

VI. ANNUAL ESCALATION CLAUSE

Pricing shall be adjusted annually on the contract anniversary date by the lesser of:

(a) The actual change in the U.S. Bureau of Labor Statistics Consumer Price Index for All Urban Consumers (CPI-U, U.S. City Average) for the 12-month period ending 60 days prior to the anniversary date; or

(b) Five percent (5.0%), regardless of actual CPI movement.

Additional terms:

- Year 1 pricing is fixed and shall not be subject to escalation regardless of CPI movement during the initial contract year.
- Escalation is compounding — each contract year's adjustment applies to the prior year's adjusted rate.
- Written notice of any price adjustment shall be provided to the City no fewer than 90 days prior to the adjustment effective date.
- The City retains the right to renegotiate if the CPI cap of 5.0% is insufficient to cover material cost increases beyond Vendor's reasonable control.

VII. SERVICE LEVEL COMMITMENTS

Priority	Response Time	Resolution Target	Coverage	Example
Critical	≤ 1 hour	≤ 4 hours	24/7/365	System-wide outage, ransomware
High	≤ 2 hours	≤ 8 hours	24/7/365	Department-wide service down
Medium	≤ 4 hours	≤ 1 business day	Business hours	Individual user unable to work
Low	≤ 1 business day	≤ 3 business days	Business hours	Software install, password reset

Critical and High priority SLAs apply 24/7 for emergency personnel (Police and Fire Departments). All other SLAs apply during standard business hours (Monday–Friday, 8:00 AM–5:00 PM EST) unless otherwise agreed.

VIII. GENERAL PRICING TERMS

1. All pricing is stated in U.S. dollars. Florida does not impose state sales tax on B2B managed services agreements.
2. Per-user pricing applies to the contracted user count. Changes in user count greater than ±10% may be subject to rate adjustment by mutual written agreement.
3. CJIS compliance support for Police Department users is included within the Strategic tier base rate.
4. Hardware procurement, third-party software licensing, and one-time project work (outside defined scope) are billed separately at a mutually agreed schedule of rates.
5. Payment terms: Net 30 days from invoice date. Invoices issued monthly in advance.
6. The City of Flagler Beach retains the right to terminate for convenience upon 180 days' written notice per RFP Section IV.
7. Vendor retains the right to terminate for non-payment or material breach upon 30 days' written notice with cure period.

IX. ACKNOWLEDGMENT & SIGNATURE

Vendor	City of Flagler Beach
Authorized Signature:	**Authorized Signature:**
Printed Name:	**Printed Name:**
Title:	**Title:**
Date:	**Date:**
Company:	**Company:**

This pricing exhibit is submitted in response to RFP: Information Technology (IT) Managed Services & Strategic Support
City of Flagler Beach — 105 S. 2nd Street, Flagler Beach, FL 32136

SERVICES PROPOSAL

May 12, 2026

PRESENTED BY

BRICKTECH

BRICKTECH

(407) 244-4494

1942 W County Road 419
Suite 1010
Oviedo, FL 32766

BrickTechIT.com

SERVICES PROPOSAL

City Clerk
City of Flagler Beach
105 South 2nd Street
Flagler Beach, Florida 32136

Thank you for considering BrickTech as your technology partner. Based on our recent discussion, we have prepared a proposal outlining how our Managed IT Services and Cybersecurity Solutions can support your team at the City of Flagler Beach.

The enclosed proposal highlights the services tailored to your current needs, as defined in your request for proposal. Pricing has been structured to reflect the number of users and systems in your environment, ensuring transparency and flexibility.

We are confident that our expertise in managed IT and cybersecurity will help the City of Flagler Beach strengthen its technology foundation, reduce risks, and operate more efficiently.

Please review the attached proposal at your convenience. I would be happy to answer any questions and walk through next steps toward onboarding.

Mike Jenkins
President
(407) 244-4494 ext 801
Mike.Jenkins@BrickTechIT.com

Powering Progress™

Through Technology That Works

BRICKTECH

BrickTech is your dedicated IT partner, delivering enterprise-grade support through proactive Managed IT, Cybersecurity Solutions, and Business Productivity tools. Our fixed-fee pricing, local expertise, and exclusive methodology give you predictable results, improved reliability, and the freedom to focus on growing your business.

WHY BRICKTECH

BrickTech provides proactive IT management and cybersecurity solutions that help organizations maintain reliable operations, reduce downtime, and strengthen security. Our structured approach, responsive support, and strategic guidance allow your team to focus on serving the community instead of managing technology issues.

WHAT WE DELIVER

Managed IT Services: Reliable, always-on support: 24/7 monitoring, onsite and remote support, hardware/software management, and more.

Cybersecurity Solutions: Advanced, layered protection, from Endpoint Detection & Response to email filtering, and everything in between.

Business Productivity: Performance insights, individualized training, hardware optimization, secure remote access, and AI-driven reports all help streamline work.

Business Health Ecosystem: A structured, phased framework that brings it all together, supporting strategic growth.

Backup & Disaster Recovery: Secure, seamless protection: automated backups, rapid restoration, and business continuity.

VoIP Phone Systems: Clear, scalable communication: crystal-clear calls, flexible features, and mobile integration.

MOST COMMON REASONS CUSTOMERS HIRE US

- Frequent IT Problems
- Frustration with employees (or self) inability to fix or prevent IT problems
- Desire for more structure and stability
- Concern about cybersecurity or has experienced recent cybersecurity incident
- Concern about downtime or has experienced recent downtime
- Issues with current IT provider such as personality conflicts or lack of performance
- Concern with a single employee holding all knowledge about IT workings
- Desire to implement a product/service but restricted by lack of knowledge or time

Executive Summary

BrickTech has structured this proposal to align with the City of Flagler Beach's RFP requirements and published addendums. The information below is provided as a concise summary of key service requirements and BrickTech's proposed response.

Central Florida-Based MSP	Included
Remote & Onsite Helpdesk Support	Included
Support for 137 Users	Included
Support for 195 Devices	Included
Support for 9 Servers	Included
Support Across 12 Sites	Included
Phone, Email, & Web Support	Included
24/7/365 Device Monitoring	Included
ITIL-Aligned Service Delivery Processes	Included
Co-Managed IT Environment	Included
Ticketing Platform	Included
Weekly Open Ticket Reporting	Included
Documentation Platform	Included
SOP Development	Included
Microsoft 365 / Entra ID Support	Included
Hybrid Active Directory Support	Included
Third Party Vendor Coordination	Included
Endpoint Detection & Response (EDR)	Included
Email Security / Phishing Protection	Included
Security Awareness Training	Included
Strategic IT Planning & Roadmap	Included
CJIS Background Check Compliance	Included
Annual Backup Testing / DR Testing	Included with BCDR
24/7/365 Police & Fire Support	Separately Priced
Business Continuity & Disaster Recovery	Separately Priced
Asset Tracking	Separately Priced
On-Premise to Cloud Server Migration	Available as T&M Project Work
Other Projects	Available as T&M Project Work

Company Overview

Founded in 2018, BrickTech is a Florida-based Managed Services Provider specializing in proactive IT management, cybersecurity, and strategic technology support. BrickTech currently supports more than 85 organizations across over 125 locations in 8 states, delivering reliable and responsive technology solutions designed to improve operational efficiency, security, and long-term stability.

Our team provides comprehensive support including helpdesk services, infrastructure management, Microsoft 365 administration, cybersecurity protection, backup and disaster recovery, vendor management, procurement assistance, and strategic IT planning. Since inception, BrickTech has maintained consistent year-over-year growth driven primarily by client retention, referrals, and long-term partnerships.

At BrickTech, our services are guided by four core areas of focus:

Customer Service

We prioritize responsiveness, communication, and positive user experiences by operating as an extension of our clients' internal teams.

Structure & Stability

We establish standards, documentation, and ongoing infrastructure reviews designed to reduce downtime and improve operational consistency.

Cybersecurity

We implement layered security solutions, user training, and best-practice processes to help protect organizations from evolving cyber threats.

Best Available Technology

We leverage proven, modern technology solutions that improve reliability, efficiency, and long-term value.

Relevant Experience & References

Since 2018, BrickTech has provided managed IT services, cybersecurity solutions, cloud infrastructure support, and strategic technology guidance to organizations across multiple industries and operational environments. BrickTech currently supports more than 85 organizations spanning over 125 locations across 8 states, representing approximately 900 end users.

BrickTech has extensive experience supporting organizations where uptime, security, compliance, and operational continuity are critical. Our client base includes healthcare organizations, law firms, accounting firms, construction companies, and multi-location businesses. Several clients operate 24/7 or across multiple time zones and require support beyond standard business hours.

The leadership and technical staff at BrickTech collectively bring experience across helpdesk operations, systems administration, networking, cybersecurity, cloud platforms, infrastructure management, compliance-focused environments, and strategic IT planning. Previous experience supporting compliance-sensitive organizations included management of environments requiring strong cybersecurity controls, disaster recovery planning, access management, endpoint security, Microsoft 365 administration, backup systems, written information security policies (WISP), and operational compliance practices, including HIPAA-regulated environments.

BrickTech also has experience supporting organizations subject to HIPAA, PCI DSS, and GLBA compliance requirements, including assisting customers through HIPAA audits, PCI DSS audits, SEC audits, and general cybersecurity audits.

BrickTech also completed a major infrastructure modernization project for Citizens Bank of Florida, a 100+ employee financial institution. Acting as the primary contractor, BrickTech designed and implemented a redundant network infrastructure solution with automatic failover capabilities, fiber uplinks, upgraded network equipment, and structured server room improvements. The project was carefully planned and executed over a weekend maintenance window to minimize operational disruption to bank operations.

BrickTech maintains technology partnerships with Microsoft, Fortinet, Meraki, Cisco, and Dell, plus many more 3rd party vendor partnerships. Our staff participates in ongoing technical and cybersecurity training. Members of our team hold industry certifications, and we regularly support organizations operating within security-conscious and compliance-sensitive environments.

References

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Technical Approach & Methodology

BrickTech delivers IT services through a structured, exclusive methodology designed to improve system reliability, strengthen cybersecurity, and support long-term operational stability. Our approach emphasizes proactive management, standardized systems, measurable outcomes, and operational processes aligned with core ITIL service management principles, including incident management, escalation procedures, documentation standards, and ongoing service review.

BrickTech will work with the City to align service delivery, documentation, reporting, and governance practices with applicable Florida cybersecurity and public records requirements.

Proactive Monitoring & Lifecycle Management

BrickTech utilizes NinjaRMM for continuous monitoring, alerting, and proactive remediation across all managed systems. In addition to real-time monitoring, systems are maintained through scheduled updates, including operating systems, drivers, and firmware. Equipment lifecycle planning is incorporated to replace critical infrastructure before failure, reducing the risk of unexpected downtime.

Server patching is performed in a controlled manner by a live technician during scheduled maintenance windows to minimize disruption, while workstations are updated automatically to ensure consistent security and performance.

Structured Support Model & Service Delivery

BrickTech utilizes HaloPSA as its centralized ticketing and service management platform. Support requests can be submitted via phone (standard or emergency lines), email, SMS, or through a web-based form. All service requests are tracked, categorized, and prioritized using clearly defined priority levels and structured service processes.

Support is delivered through a structured escalation model to ensure issues are resolved efficiently at the appropriate level:

- **Tier 1:** Support Technicians (initial response and resolution)
- **Tier 2:** Advanced Support Technicians (escalated technical issues)
- **Tier 3:** Project Engineers and Technical Executives (complex issues and infrastructure-level support)

Each of our tickets is classified as either an Incident (something not functioning as expected) or a Move/Add/Change (a requested modification or update), allowing for appropriate prioritization and response.

Ticket priority is determined using a structured evaluation of impact (number of users affected) and severity of work stoppage (full, partial, or none). This approach is designed to maximize overall organizational productivity by ensuring issues with the greatest operational impact are addressed first.

	Full Work Stoppage	Partial Work Stoppage	No Work Stoppage
Multiple Users	Critical	High	Low
Single User	High	Medium	Low
No Impact	Low	Low	Low

Critical issues are prioritized and communicated to all available technical resources to ensure rapid awareness and coordinated response. While a single technician maintains ownership of the ticket, additional resources and team members are immediately made available to assist as needed until resolution.

As a result of these structured processes, BrickTech consistently meets or exceeds defined service level expectations, maintaining an average response time of less than one hour across all ticket priorities.

Service Level Goals

BrickTech operates with defined internal service level goals designed to ensure timely response and resolution while maintaining flexibility for real-world conditions. These targets are performance goals during normal business hours and not contractual guarantees.

- **Critical Issues:** Initial response typically within 15–30 minutes, with immediate prioritization and continuous effort until service is restored.
- **High Priority Issues:** Initial response typically within 30–60 minutes, with same-day resolution targeted when feasible.
- **Medium Priority Issues:** Initial response typically within 2–4 hours, with resolution generally completed within the same or next business day depending on complexity.
- **Low Priority Requests:** Initial response typically within 6–8 hours, with resolution scheduled based on priority and workload.

BrickTech's response times are up to
75% Faster than the City's SLA Requirements

Co-Managed IT Approach

BrickTech is experienced in working within co-managed IT environments alongside internal staff. Our approach emphasizes clearly defined roles, accountability, and collaboration.

BrickTech operates with a strong emphasis on ownership and accountability, recognizing that clearly defined responsibility leads to more effective and stable IT operations. Within the defined scope of work, BrickTech assumes responsibility for supported systems while coordinating with internal personnel as needed. Secure, audited access can be provided to systems and documentation to support shared responsibility and transparency.

Cybersecurity & System Hardening

Security is integrated into all aspects of BrickTech's service delivery, both internally and across all supported client environments. Our team operates with a security-first mindset, supported by ongoing cybersecurity training, standardized best practices, and strict access control policies. Multi-factor authentication is enforced across systems containing sensitive or client data, and security awareness is continuously reinforced at both the technical and user levels.

In addition to internal practices, BrickTech delivers layered cybersecurity protections through its Fortification package offering, which includes:

- Endpoint Detection & Response (EDR) through Huntress
- Email spam and phishing protection through Avanan
- Multi-factor authentication and password management (optional) through BitWarden
- Security awareness training and phishing simulations through Curricula
- System hardening and access control best practices

This layered approach combines technology, process, and user education to reduce risk, improve resilience, and protect against evolving cyber threats.

Documentation & Standardization

As part of our ongoing service delivery, BrickTech will assist with SOP development, documentation remediation, recurring service reviews, and weekly open-ticket reporting to the City's IT Coordinator.

BrickTech utilizes Hudu as a centralized documentation platform, providing a structured and accessible knowledge base for all supported environments. This ensures continuity, transparency, and reduced reliance on any single individual. Documentation can be shared with co-managed IT staff, and where appropriate, knowledge base articles can be made available to end users when they do not contain sensitive information.

Endpoint configurations and system deployments are standardized using ImmyBot, allowing for consistent setup, faster onboarding, and improved long-term manageability across all devices.

Cloud & Infrastructure Management

BrickTech supports Microsoft 365 environments and hybrid infrastructure configurations, including Entra ID and Active Directory environments. As a Microsoft partner, our team holds multiple Microsoft cloud certifications and brings hands-on experience managing modern cloud and hybrid environments.

Solutions are tailored based on operational needs, reliability, and long-term maintainability. We prioritize practical, proven solutions that align with client requirements rather than enforcing a single technology approach.

Backup & Disaster Recovery

BrickTech utilizes Datto for backup and disaster recovery of critical systems, most commonly servers.

Datto is more than a backup, it's a true disaster recovery platform with on-site and off-site backups and geographic redundancy.

Automated daily testing verifies backup integrity by spinning up virtual environments and validating system functionality. In the event of a failure, systems can generally be restored or virtualized locally or in the cloud within approximately one hour.

Strategic Planning & Continuous Improvement

BrickTech provides ongoing strategic planning through its "BrickWall Strategy," which includes periodic reviews of infrastructure, security, and operational goals. These reviews align technology with organizational objectives and support budgeting, lifecycle planning, and continuous improvement.

Staffing Plan and Key Personnel

BrickTech operates with a dedicated team of full-time technical professionals responsible for delivering support, project execution, and strategic guidance. All support personnel are direct employees of BrickTech; no third-party contractors or outsourced support services are utilized. This ensures consistency, accountability, and familiarity across all supported environments.

Our staffing model is structured to provide coverage across helpdesk support, advanced technical escalation, project execution, and strategic planning. Our technical personnel include:

Mike Jenkins – President

Mike Jenkins is the President and Founder of BrickTech, with over 20 years of experience in the IT services industry. He is responsible for overall technical leadership, strategic planning, and client relationships. Mike serves as the highest level of escalation and leads the development of each client's long-term IT strategy through BrickTech's "BrickWall Strategy."

Prior to founding BrickTech in 2018, Mike worked as a network engineer and IT consultant, with a strong focus on server administration, cybersecurity, and infrastructure design.

David Harper – Project Engineer

David Harper serves as Project Engineer and is responsible for infrastructure projects, system design, and advanced technical escalations. He holds a Bachelor's degree in Information Systems Technology and brings over 10 years of IT experience, playing a key role in implementing and maintaining complex systems.

Nick Via – Technical Account Manager

Nick Via serves in a multi-faceted role as Technical Account Manager, Product Specialist, and Support Technician. He provides technical support while also maintaining ongoing communication with clients, ensuring alignment between service delivery, product offerings, and client expectations. Nick has 9 years of IT experience.

Blake Cannoe – Advanced Support Technician

Blake Cannoe is an Advanced Support Technician responsible for escalated support issues and day-to-day technical operations. He holds a Bachelor's degree in Computer Engineering and has 2 years of IT experience, supporting both end-user and infrastructure-related issues.

Aaron Brown – Support Technician

Aaron Brown is a Support Technician responsible for frontline support and initial ticket response. He joined BrickTech in 2026 and supports end users across a variety of systems and environments.

Staffing & Coverage Model

BrickTech's support structure is designed to ensure efficient issue resolution and clear accountability:

- Tier 1 Support Technicians provide initial response and issue resolution
- Advanced Support Technicians handle escalated technical issues
- Project Engineers manage complex infrastructure work and projects
- Executive Oversight is provided by the President for escalation and strategic direction

This layered approach ensures that each request is handled at the appropriate level while maintaining continuity and ownership throughout the process.

Staffing Development & Growth

BrickTech maintains a structured hiring and training process designed to ensure consistent service quality as the team grows. New technical staff are onboarded through a defined training program focused on standardized systems, documentation practices, security procedures, and support processes.

BrickTech takes a proactive approach to staffing by analyzing technician capacity relative to supported clients, users, and devices. Based on this data and projected growth, additional staff are hired and fully trained in advance of demand. This ensures that service levels remain consistent and are not impacted by growth or increased workload.

This approach enables new team members to become productive quickly while maintaining consistency across all supported environments. BrickTech continues to invest in team expansion to support growth and ensure ongoing responsiveness and service quality.

Training & Certifications

BrickTech maintains a strong focus on ongoing technical development and certification. As a baseline requirement, all technical staff are required to obtain at least two CompTIA certifications. In addition, staff are required to continue their professional development through ongoing training and the attainment of additional certifications throughout their careers.

The team also holds multiple Microsoft and Cisco certifications, along with training and certifications from various technology vendors. Ongoing cybersecurity training is conducted regularly to ensure staff remain current with evolving threats and best practices.

BrickTech will comply with the City's CJIS-related onboarding requirements, including required background checks for personnel assigned access to Police Department systems, networks, or fileservers.

Growth & Scalability

BrickTech is actively expanding its technical team and is currently in the process of hiring an additional Support Technician. This planned growth ensures continued responsiveness and the ability to scale services to meet increasing client demands.

SOC/NOC Capabilities

BrickTech provides continuous system monitoring, alerting, and incident response capabilities through a combination of internal processes and integrated technology platforms.

BrickTech's standard support model includes business-hour support from 8:00 AM to 5:00 PM, Monday through Friday, with after-hours on-call support available for emergency situations through 10:00 PM.

Optional 24/7/365 support coverage, including after-hours response for Police and Fire operations, is available as a separate service offering.

Using tools such as NinjaRMM, BrickTech maintains 24/7 monitoring of client environments, including servers, workstations, and network infrastructure. These systems generate alerts based on performance thresholds, system health, and potential failures, allowing issues to be identified and addressed proactively.

For cybersecurity monitoring, BrickTech leverages Endpoint Detection and Response (EDR) through Huntress, which provides managed threat detection and response capabilities. Huntress continuously monitors endpoints for malicious activity, persistence mechanisms, and indicators of compromise, with validated alerts and remediation guidance provided to the BrickTech team for action.

All alerts and incidents are routed through BrickTech's service management platform and prioritized based on impact and severity. Critical issues trigger immediate notification to available technical staff, ensuring rapid awareness and coordinated response.

This approach enables BrickTech to deliver reliable monitoring and response capabilities while maintaining flexibility, efficiency, and alignment with client needs.

Helpdesk & Support Model

BrickTech provides a structured and responsive helpdesk experience designed to ensure users receive timely, consistent, and effective support.

Users can submit support requests through multiple channels, including phone (standard and emergency lines), email, SMS, or a web-based form. During business hours, calls are typically answered by a live technician, ensuring immediate access to support when needed. After-hours emergency requests are routed to an on-call technician for prompt follow-up.

When a request is submitted, an acknowledgment is automatically generated, and a technician typically follows up shortly thereafter. Each request is assigned to a primary technician who maintains ownership through resolution, ensuring accountability and continuity. While additional team members may assist when needed, tickets are not transferred without valid reason, maintaining a consistent support experience.

BrickTech places a strong emphasis on communication. Users receive regular updates throughout the lifecycle of their request, and technicians remain engaged until the issue is fully resolved. Clear, non-technical explanations are prioritized to ensure users understand both the issue and the resolution.

User feedback is continuously collected through a rating system included with each support interaction. These ratings are actively monitored and tied to internal performance metrics, reinforcing a culture of accountability and service quality.

In addition to resolving individual issues, BrickTech focuses on identifying root causes and preventing recurrence. This proactive approach reduces overall ticket volume, improves system stability, and aligns with BrickTech's fixed-fee service model, where long-term reliability and efficiency are prioritized over reactive support.

Support is delivered by a consistent team familiar with the client environment, supported by centralized documentation and standardized systems. This enables faster resolution times and a more reliable and predictable support experience.

Pricing Structure

Pricing is formulated on the basis of 137 users with 195 devices across 12 sites utilizing 9 servers (using 43 TB of storage).

Item	Unit Type	Price per Unit	# of Units	Monthly Sub-Total
BrickTech's Fortification Package *Includes:* • *On-site & Remote Support (during business hours)* • *After-Hours Emergency Support (until 10pm)* • *24/7 Device Monitoring* • *Infrastructure Support* • *Administration and Support of Cloud Services* • *Strategic IT Leadership* • *Email Security (Phishing & Spam Filter)* • *Monthly Security Awareness Training* • *Monthly Phishing Simulations* • *EDR (Endpoint Detection & Response)*	Per User	$115	137	$15,755
Server Support *(Add-on to package)*	Per Server	$250	9	$2,250
Location Support *(Add-on to package)*	Per Location	$115	12	$1,380
After-Hours Support Upgrade *(Add-on to package)* *On-site & Remote Support 24/7/365*	Per User	$50	36	$1,800
Asset Tracking	Per User	$10	137	$1,370
Datto Backup & Disaster Recovery *SIRIS S6-100 | 100TB BCDR appliance with 1-year cloud retention*	-	$3,550	1	$3,550
			Monthly Total (with 1-year Contract)	$26,105
			Monthly Total (with 3-year Contract)	$24,800
			Monthly Total (with 5-year Contract)	$22,320

Note: Projects are billed on a time and materials basis at $150 per hour.

Exceptions or Deviations

BrickTech has no material exceptions or deviations to the requirements outlined in the RFP and published addendums. Scope, pricing, service levels, after-hours coverage, project work, and hardware procurement assumptions have been structured in accordance with the clarifications provided by the City.

consultadd
Public Services

Proposal for:

Information Technology (IT) Managed Services & Strategic Support

City of Flagler Beach

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1. COMPANY OVERVIEW

Firm Background and Public-Sector Focus

Consultadd Inc., doing business as Consultadd Public Services, is a public-sector focused IT consulting and managed services firm founded in 2011 and headquartered in New York City, New York. Consultadd supports government, education, healthcare, commercial, and enterprise clients through IT managed services, cybersecurity, infrastructure support, cloud modernization, application and platform support, strategic IT planning, staffing, training, and technology advisory services. Consultadd has served more than 200 clients across public and commercial sectors, including federal agencies and Fortune 500 organizations.

For this engagement, Consultadd brings the maturity of a national IT services organization with the responsiveness of a regionally available support partner. Our Orlando, Florida office provides a meaningful local presence advantage for critical escalations, declared emergencies, public safety support needs, and City-approved onsite assistance. This gives Flagler Beach access to a team that can support routine operations remotely while maintaining the ability to coordinate onsite support when physical intervention is required.

Managed IT Services Capability

Consultadd will deliver services through a remote-first, escalation-based model aligned with the City's stated preference for remote support. Routine service requests, user assistance, Microsoft 365 administration, endpoint troubleshooting, patch coordination, asset visibility, reporting, and most infrastructure support will be handled through secure administrative tools and structured service workflows. When an issue cannot reasonably be resolved remotely, when public safety operations are materially impacted, or when the City approves an onsite escalation, Consultadd will coordinate the appropriate field response.

To establish consistent service management from the start, Consultadd will provide NinjaOne as the ITSM and MSP operations platform. NinjaOne will support ticket intake, prioritization, SLA tracking, endpoint visibility, remote support, patch coordination, asset inventory, automation, escalation workflows, and reporting. This platform will help create the transparency the City needs while allowing Consultadd to support the City's existing technology investments without forcing unnecessary replacements.

Certifications, Compliance, and Security Readiness

Public-sector IT support must be delivered with discipline, especially where public safety systems, public records obligations, identity management, backup and recovery, and cybersecurity controls are involved. Consultadd's operating model is supported by mature security and compliance practices that help protect sensitive environments while improving accountability, documentation, and service control.

Consultadd holds ISO 27001, SOC 2 Type 2, CMMC, GSA Approved status, HIPAA compliance, and FERPA compliance credentials. These credentials reflect Consultadd's commitment to security governance, controlled service delivery, data protection, and repeatable operational processes. For Flagler Beach, this means managed services will be approached not only as technical support, but as a controlled service function with defined access procedures, escalation paths, documentation expectations, reporting routines, and security-aware delivery practices.

Where personnel require access to Police Department network resources or fileserver environments, Consultadd will comply with the City's required background check process. Consultadd will also support cybersecurity operations through incident response coordination, MFA support, endpoint protection review, vulnerability management coordination, backup validation, and practical security posture recommendations presented to the City for review and approval.

Technology Partnership Ecosystem

Tooling decisions should strengthen the City's environment, not create unnecessary disruption. Flagler Beach already has important technology investments in place, including Microsoft 365, Entra ID, Microsoft Defender, SentinelOne, TenableOne, Veeam, Fortinet, Meraki, VMware, and other operational systems. Consultadd's first priority will be to support, stabilize, and optimize these existing investments before recommending any change.

Consultadd maintains a broad technology partnership ecosystem across managed services, cybersecurity, cloud, backup, infrastructure, ITSM, and enterprise platforms. For this engagement, Consultadd will prioritize tools and platforms that align with the City's current environment and future objectives, including NinjaOne for ITSM/MSP operations, SentinelOne for endpoint security support, Microsoft platforms for identity, productivity, security, and cloud modernization, Commvault for optional backup and disaster recovery modernization, and ConnectSecure for cyber posture visibility and assessment support.

Any recommendation for a new platform, consolidation opportunity, or replacement tool will be presented with a clear rationale, expected benefit, operational impact, and City approval path. This keeps the City in control of its technology direction while giving decision-makers access to Consultadd's technical guidance, implementation experience, and partner ecosystem.

Understanding of the City's Operating Environment

The RFP reflects a practical need for better IT responsiveness, stronger cybersecurity posture, reduced redundancy, continued cloud migration, and a more mature service delivery model. These priorities are especially important in an environment that supports approximately 137 users across multiple departments, 12 locations, public safety operations, hybrid identity, on-premises servers, backup dependencies, and future cloud transition goals.

Consultadd also understands that the City's first 12 to 24 months of success will be measured through ticket response and closure times, system uptime, and ease of use for end users, and our service model is designed to improve each of these areas through structured ticketing, clear escalation, proactive coordination, and practical user support.

Consultadd understands that Flagler Beach is seeking a full replacement support model that can work effectively with the City's internal IT Coordinator while improving structure around ticketing, escalation, reporting, SOPs, asset visibility, security coordination, and disaster recovery planning. Our approach is built to provide immediate operational stability while creating a clear path toward long-term modernization.

Through structured onboarding, NinjaOne-based service management, weekly reporting, defined escalation paths, background-check readiness for Police Department access, cybersecurity coordination, backup and disaster recovery planning, and annual roadmap support, Consultadd will help the City move toward a more transparent, reliable, and resilient IT operating environment.

2. RELEVANT EXPERIENCE & REFERENCES

Flagler Beach's managed services partner must be able to support a municipal environment where everyday user support, public safety continuity, cybersecurity, infrastructure reliability, cloud readiness, and clear reporting all matter at the same time. The City's needs are not limited to ticket resolution; they require a partner that can stabilize operations, improve responsiveness, strengthen security practices, work constructively with internal IT leadership, and provide practical guidance as the City moves toward a more modern and resilient IT model.

Consultadd's experience includes managed IT services, helpdesk support, cybersecurity enablement, infrastructure support, cloud and Microsoft 365 services, NOC operations, disaster recovery planning, and IT staff augmentation for public-sector and public-service organizations. The following examples were selected because they reflect similar operating needs to Flagler Beach, including small-to-mid-sized public environments, multi-site support, endpoint and network operations, public safety or mission-critical service continuity, structured ticketing, SLA-driven support, and strategic modernization.

Client	Project Description	Project Outcome
Marin Housing Authority, California	Consultadd serves as the agency's managed IT and cybersecurity partner, supporting a multi-site public agency environment with endpoint management, helpdesk operations, Microsoft 365 support, secure remote access, firewall administration, endpoint protection, vulnerability management, backup readiness, and regular technology planning. The engagement includes NinjaOne-based endpoint management and ticketing, SentinelOne endpoint protection, ConnectSecure vulnerability visibility, Microsoft 365 support, Fortinet firewall improvements, and recurring stakeholder reviews.	The agency gained a more structured and secure IT operating model with improved helpdesk visibility, automated patching, stronger endpoint protection, better backup readiness, and recurring KPI-based service reviews. The engagement reduced response times, improved SLA compliance, strengthened network resilience, and increased confidence in continuity and cybersecurity readiness.
New York City School Construction Authority	Consultadd supported a public-sector technology environment requiring dependable IT service delivery, coordination with internal teams, and support for systems used by staff and operational stakeholders. The work aligned technical resources to agency needs, supported issue resolution and service continuity, and helped maintain responsiveness across a structured public-sector operating environment.	The agency received additional technology support capacity, improved coordination for assigned IT needs, and dependable assistance for day-to-day operational requirements. The work helped reduce pressure on internal teams while supporting continuity for staff-facing technology services.
City of Olmos Park, Texas	Consultadd provides managed IT services for a municipal environment with legacy infrastructure, fragmented systems, cybersecurity concerns, documentation gaps, asset tracking needs, public safety dependencies, and the need for a smooth transition from an incumbent provider. Services include onboarding and assessment, helpdesk support, proactive monitoring, server, network, cloud, and endpoint support, cybersecurity measures, backup management, disaster recovery planning,	The City received a more stable and organized IT operating model supported by defined SLAs, proactive monitoring, improved cybersecurity practices, stronger backup and continuity planning, and regular reporting. The engagement helped the City move from reactive issue handling toward a more structured support model with better visibility, planning, and service accountability.

	business continuity support, IT roadmap development, reporting, and quarterly reviews.	
LEAD Charter School, New Jersey	Consultadd supports an education-sector environment requiring reliable helpdesk coverage, endpoint support, user assistance, network and systems troubleshooting, Microsoft 365 support, cybersecurity coordination, and ongoing operational support. The engagement requires a service model that balances responsiveness for staff and students with structured escalation, security awareness, and continuity of school operations.	The school received dependable IT support capacity, clearer escalation paths, improved response to end-user needs, and better operational continuity across academic and administrative functions. The engagement demonstrates Consultadd's ability to support public-service environments where uptime, user experience, and secure access are critical to daily operations.
Madison Metropolitan Sewerage District, Wisconsin	Consultadd provides L1 and L2 IT support as an extension of MMSD's internal IT team. The scope includes ticket triage, hardware and software troubleshooting, printer and AV support, PC builds, onboarding/offboarding support, VPN and Microsoft 365 support, account and access management, application troubleshooting, structured ticketing, escalation, SLA tracking, reporting, and root cause analysis for recurring priority issues.	MMSD gained additional operational capacity, faster triage of user issues, improved escalation support, and stronger service management discipline. The engagement helped reduce the burden on internal IT staff while supporting consistent service levels across routine and business-critical systems.
Port Houston, Texas	Consultadd supports managed network operations for a large public-sector transportation and port environment where reliability, monitoring, escalation, and operational continuity are essential. The engagement focuses on NOC-style support, network visibility, alert response, issue escalation, and coordination for infrastructure supporting critical public operations.	The client received improved network operations visibility, structured monitoring support, and clearer escalation for infrastructure issues. This experience is relevant to Flagler Beach's need for SOC/NOC capabilities, after-hours escalation, and dependable support for public operations where service interruptions can affect critical functions.
Town of St. Michaels, Maryland	Consultadd supports municipal IT services for a small-town government environment with needs similar to many local agencies: responsive user support, infrastructure assistance, cybersecurity coordination, Microsoft/cloud support, documentation, and practical technology guidance. The engagement supports a right-sized model for a local government that requires reliable IT operations without unnecessary complexity.	The Town received a more organized support model, improved access to technical resources, and practical assistance for day-to-day IT needs. The engagement demonstrates Consultadd's ability to support smaller municipal environments with a service approach that is responsive, flexible, and aligned to local government operations.

REFERENCES

The City of Flagler Beach requested relevant experience and references but did not prescribe a specific number of references or a required sector. Consultadd has included public-sector and public-service references that demonstrate managed IT services, cybersecurity, Microsoft/cloud support, IT staffing,

service desk operations, modernization, and structured support experience relevant to the City's operating needs.

Reference Client Name	Client POC Name	Client POC Email	Client POC Number
Marin Housing Authority, CA	Kim Dolan, Chief Financial Officer (CFO)	KDolan@marinhousing.org	(415) 491-2525, Ext. 704
City of Olmos Park	Ashley Maus, City Manager	citymanager@olmospark.org	(210) 824-3281 ext. 303
Madison Metropolitan Sewerage District	Batina Culver, District Technology Manager	Contact details can be provided upon request	Contact details can be provided upon request

3. TECHNICAL APPROACH & METHODOLOGY

A strong co-managed IT model should give the City more capacity, faster response, deeper technical coverage, and better operational visibility without taking control away from the City's internal IT Coordinator. Consultadd's approach is designed around that balance. The City's IT Coordinator will remain the central point of operational awareness and approval for City priorities, while Consultadd will provide the managed services platform, helpdesk capacity, escalation resources, cybersecurity support, infrastructure administration, reporting discipline, and modernization guidance needed to strengthen the City's IT environment.

The City's decision to issue this RFP is also tied to increased costs under the prior County IT interlocal arrangement and the need to advance cloud migration initiatives; Consultadd's approach therefore emphasizes predictable service structure, controlled modernization, and clear visibility into support performance. Consultadd will structure the engagement around a remote-first, escalation-based support model. Routine requests, service tickets, Microsoft 365 support, endpoint troubleshooting, patch coordination, asset tracking, reporting, and most infrastructure administration will be performed remotely through NinjaOne and secure administrative tools. Onsite support will be provided when remote resolution is not practical, when the City approves onsite dispatch, or when a qualifying critical incident requires physical intervention. This model aligns with the City's preference for remote support while still allowing timely onsite assistance through Consultadd's Orlando, Florida presence when critical conditions require in-person support.

The co-managed model will be built around a clear division of responsibilities. The City's IT Coordinator will retain responsibility for City-owned priorities such as BSA Business SaaS, Mobile Device Management, public records requests, and local coordination. Consultadd will support the broader managed services function, including ticket intake, triage, endpoint and user support, infrastructure monitoring, Microsoft 365 and Entra ID administration, cybersecurity coordination, backup and disaster recovery support, service reporting, SOP development, and strategic roadmap assistance.

Consultadd will use NinjaOne as the ITSM and MSP operations platform for ticketing, SLA tracking, endpoint visibility, remote support, patch coordination, asset inventory, automation, escalation workflows, and reporting. The platform will give the City a structured way to see what is happening, what is pending, what is aging, what requires escalation, and where recurring issues may indicate a larger technology problem. This transparency is important in a full replacement support model because the City must be able to move away from dependency on the current provider without losing visibility or continuity.

The City will not be forced into unnecessary technology replacement. Consultadd will first support, stabilize, and optimize the City's existing investments, including Microsoft 365, Entra ID, Defender,

SentinelOne, TenableOne, Veeam, Fortinet, Meraki, VMware, and related systems. Where improvement opportunities exist, Consultadd will document the rationale, expected benefit, implementation impact, cost consideration, and approval path before making any recommendation. This keeps the City in control of its technology direction while giving the City access to Consultadd's broader MSP technology partnerships and technical experience.

Service Area	Consultadd Approach	City Benefit
Service Management	Provide NinjaOne for ticketing, SLA tracking, endpoint visibility, reporting, and workflow management	Creates a consistent support process and gives the City better visibility into service performance
Helpdesk and User Support	Provide remote-first phone, email, and ticket-based support with escalation procedures	Improves responsiveness while keeping routine support efficient and controlled
Infrastructure Support	Support servers, network devices, VPN, VMware, Windows systems, and related on-premises infrastructure	Helps stabilize core systems and reduce disruption across City departments
Microsoft 365 and Identity	Support Microsoft 365, Entra ID, hybrid AD, MFA, Exchange, Defender, and identity administration	Strengthens secure access, user productivity, and readiness for cloud modernization
Cybersecurity	Support SentinelOne, Defender, MFA, vulnerability coordination, incident response, and security reporting	Improves security posture while leveraging the City's current investments
Backup and DR	Support Veeam backup validation, DR documentation, testing coordination, and cloud DR planning	Strengthens continuity for declared emergencies, cyber incidents, and system recovery
Strategic Roadmap	Provide annual roadmap support and modernization recommendations	Helps the City plan cloud transition, reduce redundancy, and align technology with long-term needs

Transition and Onboarding Approach

The first phase of service delivery must reduce risk, not create disruption. Flagler Beach is moving toward a full replacement support model, which means the transition must be controlled, documented, and coordinated with the City's IT Coordinator. Consultadd will begin with a structured onboarding process designed to understand the City's environment, validate access, document assets, configure service workflows, and establish clear communication before major operational changes are introduced.

During onboarding, Consultadd will conduct a discovery and transition kickoff with the City's IT Coordinator and appropriate City stakeholders. The purpose will be to confirm current priorities, identify sensitive systems, review critical departments, validate after-hours expectations for Police and Fire, and establish the communication rhythm for daily support, weekly reporting, escalations, and management reviews. This kickoff will also define approval paths for onsite dispatch, tool changes, cloud migration planning, cybersecurity recommendations, and project-based work.

Consultadd will align transition planning with the City's anticipated September transition window, pending Commission approval, and will incorporate County IT turnover documentation into the onboarding process as it becomes available.

Consultadd will then perform an environment review focused on systems that are most important to service continuity. This review will include users and support groups, Microsoft 365 and Entra ID configuration, hybrid AD dependencies, Windows server environment, VMware environment, file servers, VPN, Fortinet and Meraki network infrastructure, endpoint inventory, backup and recovery status, SentinelOne and Microsoft Defender posture, TenableOne vulnerability reporting, and existing documentation. The intent

is not to disrupt the City's systems, but to establish a reliable baseline for support, escalation, security, and future improvement.

NinjaOne will be configured early in the transition to support ticket intake, prioritization, SLA tracking, asset visibility, patch coordination, remote support, and reporting. Consultadd will define ticket categories, priority levels, assignment rules, escalation paths, response time tracking, reporting fields, and weekly report templates. Phone and email support channels will be aligned with NinjaOne workflows so that the City receives a consistent support experience regardless of how a request is submitted.

As part of transition, Consultadd will also establish a knowledge base and SOP framework. Initial SOPs will focus on high-frequency and high-risk processes such as ticket triage, MFA reset coordination, new user support, endpoint troubleshooting, remote access support, Police and Fire escalation, network outage escalation, backup issue escalation, cybersecurity incident notification, and onsite dispatch authorization. These SOPs will be refined as Consultadd learns the City's environment and identifies recurring operational patterns.

The transition will be managed in a phased manner:

1. Kickoff and access coordination
2. Environment discovery and documentation review
3. NinjaOne configuration and support workflow setup
4. Ticket intake and escalation process launch
5. Baseline security, backup, endpoint, and infrastructure review
6. SOP development and knowledge transfer
7. Weekly reporting and management rhythm activation
8. First operational improvement plan and roadmap inputs

By the end of onboarding, the City will have a functioning service management model, defined escalation procedures, improved operational visibility, and a documented baseline for future modernization.

Infrastructure and Network Support

The City's environment includes 12 fiber-connected locations, including one water treatment plant outside City limits; on-premises Windows infrastructure; VMware-hosted virtual machines; AD and file server dependencies; managed switches; two firewalls; eight wireless access points; guest wireless; VPN-supported remote access; VoIP services; and public safety network segmentation. Consultadd's infrastructure approach focuses on stabilizing current operations first, then improving visibility, documentation, and readiness for future cloud transition.

Consultadd will support the City's server and network environment through a combination of remote monitoring, administrative support, configuration review, ticket-based troubleshooting, escalation procedures, and planned improvement recommendations. For servers, Consultadd will support Windows operating systems, VMware coordination, file server access issues, AD-related operational needs, backup coordination, and performance or availability concerns. For the network, Consultadd will support Fortinet and Meraki administration, VPN troubleshooting, switch and wireless issue triage, connectivity problems, and escalation of site-level outages.

The first step will be to establish a reliable infrastructure baseline. Consultadd will review the server inventory, network topology, site connectivity, VPN configuration, administrative access model, warranty and support status where available, and known recurring issues. This baseline will help the City and Consultadd identify which systems are stable, which require monitoring improvements, which need documentation, and which should be prioritized for future modernization.

For network support, Consultadd will classify issues by impact. A single wireless access issue, a VPN problem affecting one user, a switch issue affecting one department, and a firewall or fiber-related outage

affecting an entire site will not be treated the same. This priority-based model will help protect City operations while avoiding unnecessary escalation for routine issues. Critical network incidents will be escalated when they affect Police, Fire, Citywide operations, a full location, or core infrastructure availability.

Consultadd will also support the City's transition away from manual or fragmented operational processes. Where appropriate, NinjaOne will be used to improve endpoint visibility, patch coordination, asset inventory, and reporting. Network and server issues will be documented through ticket workflows, and recurring problems will be reviewed for root cause patterns. If repeated incidents show a need for configuration changes, lifecycle replacement, vendor support, or project work, Consultadd will document the recommendation and present it to the City for approval.

Infrastructure support will be delivered with a clear principle: maintain continuity first, then modernize carefully. Changes to network configuration, identity dependencies, server roles, backup architecture, or cloud migration paths will be planned, reviewed, approved, and documented before implementation.

Consultadd will also support City technology dependencies clarified in the addenda, including Mitel telephony, printers, scanners, copiers, badge/access control systems, basic AV support, Lorex camera/VMS coordination, Fusus integration coordination, Laserfiche-related support coordination, Point & Pay support coordination, and SCADA-related network or integration support at the water treatment plant and upcoming wastewater treatment plant. Consultadd's role for specialty systems will focus on IT support, connectivity, access, integration coordination, and third-party vendor coordination. Deep application configuration, operational technology control, major vendor-specific remediation, or system replacement will be handled through the appropriate third-party provider or as separately approved project work where applicable.

Microsoft 365, Entra ID, and Cloud Support

The City's Microsoft environment is central to daily productivity, identity, email, security, and future modernization. With Microsoft 365, Entra ID P2, Defender P2, Exchange Online, Exchange Online Archiving, hybrid Entra ID, and on-premises AD currently in place, the City already has a strong foundation for secure cloud-enabled operations. Consultadd's role will be to help the City use that foundation more effectively while preparing for a thoughtful transition of on-premises dependencies to cloud-based services.

Consultadd will support Microsoft 365 administration, user account support, Exchange and mailbox-related issues, MFA support, Entra ID administration, Conditional Access review, Defender security coordination, and hybrid identity troubleshooting. The City's current hybrid AD/Entra configuration will be reviewed carefully because identity is one of the most important dependencies in any cloud transition. Before recommending changes, Consultadd will assess synchronization dependencies, group structure, access controls, authentication workflows, administrative roles, MFA enforcement, and user support processes.

The City has identified cloud migration, business continuity, and disaster preparedness as long-term priorities. Consultadd will support these priorities while recognizing that certain systems, including the Police Department filesystem and Active Directory, may need to remain on-premises due to operational or compliance requirements. The five-year roadmap will distinguish between workloads suitable for migration, workloads requiring hybrid operation, and workloads that should remain on-premises until the City approves a compliant future-state approach.

Cloud migration activities will be treated as Time and Materials project work, consistent with the City's guidance. Consultadd will separate base managed services from project-based migration activities so the City can make informed decisions about timing, scope, cost, and sequencing. Potential migration work may include file server modernization, identity modernization, backup/DR cloud transition, endpoint management improvements, cloud storage planning, and future infrastructure hosting decisions.

Consultadd will not assume that a single cloud direction is correct before discovery. Because the City's environment is heavily Microsoft-based, Microsoft cloud services may be a strong candidate for certain workloads, but final recommendations will be based on technical fit, security, cost, operational impact, retention obligations, and City approval. This approach gives the City a clear path to modernization without locking it into unnecessary platform decisions before proper assessment.

Cybersecurity Services

Cybersecurity support for Flagler Beach must be practical, continuous, and aligned with the City's current tools. The City already uses SentinelOne, SentinelOne MDR, Microsoft Defender, MFA, TenableOne, PhishER, and Microsoft security capabilities. Consultadd will support and optimize these investments first, focusing on better visibility, disciplined response, vulnerability coordination, user support, and clear reporting.

Consultadd's cybersecurity approach will include endpoint security coordination, MFA support, vulnerability management review, incident response coordination, security awareness support, backup and recovery alignment, and escalation planning for suspected cyber events. SentinelOne and Microsoft Defender will be treated as important existing controls. Consultadd will review alert workflows, escalation paths, administrative access, reporting, and response procedures so that security events are not only detected, but also handled through a defined process.

For vulnerability management, Consultadd will coordinate with the City's TenableOne environment and review daily vulnerability outputs in the context of actual risk, system criticality, patch availability, and operational impact. Not every vulnerability can or should be remediated the same day. Consultadd will help prioritize remediation based on severity, exploitability, affected asset, department impact, and whether the system supports public safety, identity, connectivity, or critical government processes. ConnectSecure may be recommended as an optional MSP-friendly cyber posture and reporting layer if the City wants additional executive-level visibility, asset discovery, or simplified posture tracking.

MFA and identity security will be supported through Microsoft Entra ID administration, user assistance, configuration review, and troubleshooting. Because MFA is already enforced, Consultadd will focus on maintaining reliability, reducing user friction, supporting enrollment and reset needs, and reviewing whether Conditional Access and administrative controls are aligned with the City's risk profile.

Incident response will be handled through a defined workflow. When a suspected security incident is reported or detected, Consultadd will triage the alert, determine affected systems, coordinate containment steps, notify the appropriate City contact, preserve relevant information where practical, support endpoint isolation or account control actions, and coordinate recovery steps. For Police Department systems or fileserver access, personnel requiring access will follow the City's background check requirements.

Consultadd will also support development of a practical incident response plan, since the City has clarified that a formal incident response plan needs to be developed. The plan will define incident intake, severity classification, notification paths, containment coordination, recovery roles, documentation expectations, and post-incident review. This will help the City establish a repeatable response process for cybersecurity events, operational disruptions, and incidents affecting critical City services.

Security awareness training will be supported through planning, coordination, and reporting. Since the City requires annual training for personnel and handles CJIS-specific training in-house, Consultadd will align security awareness support with the City's internal process and avoid duplicating responsibilities unnecessarily.

Consultadd will also align cybersecurity support and documentation practices with applicable City requirements, including the Florida Cybersecurity Act, Section 282.3185, as identified in the addendum.

Backup, Disaster Recovery, and Continuity

The City currently uses Veeam, has offsite backup arrangements, and expects backup testing annually, with monthly testing preferred. Consultadd will support the City's current backup environment while helping build a more documented and cloud-ready disaster recovery model.

Consultadd will begin with a backup and recovery baseline review. This will include backup scope, protected systems, backup frequency, retention considerations, offsite copies, restoration procedures, backup alerts, failed-job handling, and recovery documentation. The purpose is to confirm not only that backups exist, but that the City can reasonably rely on them during a disruption, cyber event, declared emergency, or cloud transition.

Veeam will be supported as the current-state backup platform. Consultadd will help validate backup status, review backup failures, coordinate remediation, document recovery procedures, and support scheduled testing. Annual backup testing will be included as a required activity, and monthly validation can be incorporated as part of the managed service reporting rhythm or separately defined depending on the final service model. Testing results will be documented so that the City can see what was tested, what succeeded, what issues were found, and what follow-up actions are recommended.

Disaster recovery planning will focus on practical continuity. Consultadd will help document the recovery sequence for critical systems, identify dependencies, align recovery priorities with City operations, and support planning for cloud-based DR. Exact RTO and RPO values should be defined with the City during onboarding and roadmap planning because the RFP does not provide specific numerical targets. Consultadd will help the City establish realistic targets based on system criticality, data sensitivity, operational impact, cost, and available infrastructure.

Commvault may be introduced as an optional future-state backup and disaster recovery modernization recommendation if the City wants to evaluate alternative or expanded cloud resilience options. This will not be positioned as an immediate replacement for Veeam. Instead, Consultadd will support the existing environment first and recommend Commvault only if the City determines that additional functionality, consolidation, cloud recovery capability, or long-term resilience benefits justify further evaluation.

The continuity model will also account for hurricanes and declared emergencies. Consultadd will help define support procedures for emergency periods, including escalation contacts, priority systems, Police and Fire support expectations, remote access readiness, backup verification, and post-event recovery activities.

Asset Management and Lifecycle Support

Better IT decisions begin with accurate visibility. The City has a full asset inventory, and Consultadd will build on that foundation by maintaining asset visibility through NinjaOne and service management workflows. Asset management will not be treated as a static list. It will be used to support ticket resolution, patch coordination, warranty awareness, lifecycle planning, spare stock tracking, and modernization recommendations.

Consultadd will validate endpoint and infrastructure asset data during onboarding and update it as support activities occur. NinjaOne will help track endpoints, device status, patch posture, remote support availability, and service history. For servers, network equipment, and other infrastructure assets, Consultadd will maintain documentation that supports supportability, escalation, and planning.

The City has clarified that hardware will be purchased by the City through its purchasing process. Consultadd will not position hardware procurement as a mandatory service. Instead, Consultadd will support the City by providing technical specifications, lifecycle recommendations, configuration assistance,

deployment support, and review of replacement needs. This keeps purchasing authority with the City while ensuring that technical decisions are supported by operational insight.

Lifecycle recommendations will be based on risk and value rather than simple age alone. Devices or infrastructure may be flagged for review when they cause recurring tickets, fall out of warranty, cannot support required security controls, create performance problems, or increase continuity risk. Recommendations will be presented with clear rationale and City approval requirements.

SOP Development and Governance

A full replacement support model requires documented processes that City staff and Consultadd can both rely on. The City has indicated that no service delivery framework currently exists, SOPs will need to be developed, and ITIL or FitSM is preferred. Consultadd will establish a practical governance model that is structured enough to improve consistency but not so complex that it becomes difficult for a small municipal environment to maintain.

Consultadd will develop SOPs in phases. Initial SOPs will focus on the highest-impact operational areas: ticket intake, priority classification, escalation, onsite dispatch approval, Police and Fire after-hours support, MFA support, new user and departing user coordination, endpoint troubleshooting, backup issue escalation, cybersecurity incident notification, vulnerability remediation coordination, and weekly reporting. As the engagement matures, SOPs can be expanded to include recurring maintenance, cloud migration governance, change review, DR testing, and roadmap management.

Governance will be centered around communication and accountability. The Service Delivery Manager will serve as the primary coordination point for the City's IT Coordinator. Weekly ticket wrap-up reporting will identify open tickets, aging items, escalations, recurring issues, and items requiring City action. Monthly Business Reviews can be used to discuss SLA performance, support trends, cybersecurity observations, backup status, asset concerns, and upcoming work. Annual roadmap sessions will address cloud transition, redundancy reduction, modernization priorities, lifecycle needs, security posture, and budget planning considerations.

Governance Component	Frequency	Purpose
Operational Ticket Review	Weekly	Review open tickets, aging items, escalations, response performance, and City action items
Service Performance Review	Monthly	Discuss trends, recurring issues, SLA performance, support quality, and improvement actions
Security and Backup Review	Monthly or as agreed	Review security observations, vulnerability trends, backup status, and recovery readiness
Roadmap Review	Annually, with updates as needed	Refresh the five-year IT roadmap, cloud priorities, lifecycle needs, and modernization sequence
Incident Review	After major incident	Document cause, response actions, recovery steps, lessons learned, and prevention measures

Five-Year IT Strategic Roadmap

Modernization should be sequenced in a way that protects current operations while preparing the City for future needs. The RFP requires a five-year IT strategic plan, including a roadmap for cloud adoption and modernization. Consultadd will develop this roadmap through discovery, operational data, stakeholder input, infrastructure review, cybersecurity findings, backup/DR analysis, and City priorities.

The roadmap will begin with the current-state baseline developed during onboarding. Consultadd will identify what the City has today, what is working well, where operational risks exist, where redundancy can be reduced, and which systems should be prioritized for modernization. This will include Microsoft 365 and Entra ID, hybrid AD, file servers, server workloads, Veeam and DR, endpoint management, patching, network infrastructure, cybersecurity tools, asset lifecycle, SOP maturity, and service reporting.

The roadmap will be organized around practical phases. Early priorities will focus on service stabilization, ticketing, endpoint visibility, SOPs, backup validation, and support workflows. Mid-term priorities may include cloud readiness, identity modernization, file server strategy, endpoint management improvements, DR modernization, and security posture enhancements. Long-term priorities may include reduced on-premises dependency, improved cloud resilience, consolidated tooling, automation, lifecycle planning, and maturing governance.

Recommendations will be realistic and City-directed. Consultadd will not propose modernization simply for the sake of change. Each roadmap recommendation will include the purpose, expected benefit, dependency, risk level, estimated effort category, and whether it should be handled as base managed services, separate T&M project work, or a future budget item. This will help the City make informed decisions while maintaining fiscal control.

The five-year roadmap will also support the City's goal of reducing redundancy and improving cost visibility. Consultadd will review whether overlapping tools, unused licenses, manual processes, or disconnected workflows are increasing cost or operational burden. Where consolidation may help, recommendations will be presented with care so the City can compare stability, cost, effort, and benefit before deciding. Through this approach, the City receives more than managed services support. It receives a structured path to a more secure, responsive, cloud-ready, and resilient IT operating environment while maintaining control over priorities, tools, budget decisions, and implementation timing.

The roadmap will account for the City's clarified five-year priorities, including cloud migration, continuity of business, disaster preparedness, cloud services for public safety, and GIS support for the Planning Department. Consultadd will organize these priorities into practical phases so the City can separate immediate stabilization needs from future modernization work, budget planning, and project-based initiatives.

4. STAFFING PLAN AND KEY PERSONNEL

The City's support model requires a team that is broad enough to cover daily user support, public safety escalations, Microsoft 365 and Entra ID administration, server and network support, cybersecurity coordination, backup validation, disaster recovery planning, and future cloud migration, but practical enough to avoid unnecessary layers. Consultadd's staffing approach is therefore structured as a compact managed services team with defined role ownership, clear escalation paths, and access to specialized support when the scope requires it.

This model is designed around the City's operating environment: a moderate-sized municipal user base, 12 locations, one internal IT Coordinator, Police and Fire after-hours requirements, hybrid identity, on-premises infrastructure, current cybersecurity tools, and a stated preference for remote support. Consultadd will not treat the engagement as an oversized onsite staffing model. Instead, the City will receive a remote-first, escalation-based delivery team supported by local Florida presence for qualifying onsite needs, critical incidents, declared emergencies, or City-approved escalations.

The Service Delivery Manager will serve as the primary relationship and governance lead, coordinating directly with the City's IT Coordinator. The IT Support Specialist will handle user-facing support, ticket triage, endpoint issues, remote support, and onsite dispatch coordination when required. The Systems Administrator will support Microsoft 365, Entra ID, AD, Windows servers, VMware, NinjaOne configuration support, and cloud-readiness activities. The Network and Security Engineer will manage technical escalation across network, firewall, VPN, wireless, endpoint security, vulnerability coordination, and incident response workflows. The Cloud and Disaster Recovery Specialist will support backup validation, DR documentation, continuity planning, and future cloud migration projects.

Role Responsibilities, Experience, and Certifications

The following table summarizes the key roles Consultadd will assign to support the City. Certifications shown are representative of the preferred and relevant credentials for each role. Final assigned personnel will be selected based on availability, technical fit, background-check requirements, and the City's onboarding requirements.

Role	Key Responsibilities	Relevant Experience	Key Certifications
Service Delivery Manager	Serves as the primary City-facing service lead; manages onboarding, weekly ticket reporting, SLA oversight, escalation coordination, Monthly Business Reviews, roadmap coordination, and communication with the City's IT Coordinator. Ensures support activities remain aligned with City priorities, public safety needs, and approved service procedures.	Experience managing municipal or public-sector IT service delivery, co-managed support models, SLA governance, reporting, client communication, transition planning, and continuous service improvement. Familiarity with ITIL/FitSM-aligned service management practices and MSP operating models.	ITIL Foundation; PMP or CAPM; Microsoft 365 Fundamentals
IT Support Specialist	Provides L1/L2 support for phone, email, and ticket-based requests; performs user troubleshooting, endpoint support, MFA assistance, Microsoft 365 user support, remote support,	Experience supporting end users in government, education, or multi-department environments; troubleshooting Windows endpoints, Microsoft 365	CompTIA A+; Microsoft 365 Certified: Fundamentals; CompTIA Network+

	workstation issue resolution, onboarding/offboarding support, and onsite dispatch support when approved or required.	issues, VPN access, printers, peripherals, user accounts, and routine service requests through structured ticketing systems.	
Systems Administrator	Supports Microsoft 365, Entra ID, hybrid AD, Windows servers, VMware coordination, file server support, endpoint administration, NinjaOne configuration support, patch coordination, access administration, and cloud-readiness activities. Assists with documentation of system dependencies and modernization planning.	Experience administering Microsoft 365, Exchange Online, Entra ID, AD, Windows Server, VMware environments, file services, endpoint management tools, and hybrid identity environments. Experience supporting cloud transition planning and service documentation.	Microsoft Certified: Azure Administrator Associate; Microsoft 365 Administrator; VMware VCP
Network and Security Engineer	Supports Fortinet, Meraki, VPN, switches, wireless access points, network troubleshooting, SentinelOne coordination, Microsoft Defender review, MFA/security controls, TenableOne vulnerability coordination, incident response support, and network/security hardening recommendations.	Experience supporting municipal, public-sector, or distributed network environments with firewalls, switching, wireless, remote access, endpoint security, vulnerability remediation, alert escalation, and cybersecurity incident response coordination.	Fortinet NSE; CompTIA Security+; Microsoft Security Operations Analyst
Cloud and Disaster Recovery Specialist	Supports Veeam backup validation, backup failure review, recovery documentation, DR test planning, continuity procedures, cloud DR planning, and future Time and Materials cloud migration projects. Works with the Service Delivery Manager and Systems Administrator to align cloud transition with City priorities.	Experience with backup and recovery, Veeam environments, cloud migration planning, disaster recovery documentation, Microsoft cloud services, continuity testing, and recovery procedures for public-sector or business-critical environments.	Veeam Certified Engineer; Microsoft Azure Administrator Associate; AWS Certified Solutions Architect

Service Delivery Workflow

Every support request will follow a structured workflow so the City knows how work is received, prioritized, assigned, escalated, and reported. Consultadd will configure NinjaOne to support this workflow and will align ticket categories, priority levels, response expectations, and escalation triggers with the City's SLA definitions.

When a request is submitted by phone, email, or portal, it will be logged and categorized in NinjaOne. The IT Support Specialist will perform initial triage, determine whether the issue is user-specific, department-specific, location-specific, public safety-related, or infrastructure-related, and assign the appropriate priority. Routine user issues will be handled directly by L1/L2 support. Issues requiring server, Microsoft 365, identity, network, security, backup, or cloud expertise will be escalated to the appropriate technical role.

The Service Delivery Manager will monitor open tickets, aging items, escalations, SLA response performance, and recurring issues. Weekly reporting will be provided to the City's IT Coordinator so the City has clear visibility into active work, unresolved items, priorities, and support trends. This reporting will

also help identify systemic issues that should be addressed through SOPs, training, automation, configuration improvements, or future roadmap planning.

For infrastructure or cybersecurity incidents, the Network and Security Engineer and Systems Administrator will coordinate technical response based on the nature of the issue. For backup, DR, or cloud-related matters, the Cloud and Disaster Recovery Specialist will be engaged when the issue requires recovery planning, backup validation, continuity review, or project-level migration support.

Escalation and Backup Coverage

The City's environment includes public safety operations, after-hours Police and Fire support expectations, hurricane-driven workload spikes, and infrastructure that supports essential municipal services. Consultadd's staffing model includes escalation coverage so the City is not dependent on a single individual for critical response.

Escalation will be based on issue type and operational impact. User-level incidents will begin with the IT Support Specialist. Server, identity, Microsoft 365, or VMware issues will be escalated to the Systems Administrator. Network, firewall, VPN, wireless, endpoint security, vulnerability, or incident response matters will be escalated to the Network and Security Engineer. Backup, recovery, continuity, or cloud migration matters will be escalated to the Cloud and Disaster Recovery Specialist. The Service Delivery Manager will coordinate cross-functional issues, City communication, priority tracking, and management-level escalation.

For continuity of support, Consultadd will maintain backup coverage within its managed services team for staff absences, concurrent incidents, after-hours Police and Fire support, and declared emergency conditions. This does not create unnecessary staffing layers in the proposal, but it ensures the City has access to the right technical support when a situation cannot wait for a single assigned resource.

Onsite escalation will be controlled and clearly defined. Routine tickets, single-user issues, password assistance, standard application questions, and general workstation troubleshooting will be handled remotely unless the City approves onsite dispatch. Onsite support will be provided when remote resolution is not practical, when City IT coordination confirms the need for physical intervention, when public safety operations are materially impacted, or when a qualifying critical incident requires hands-on support.

CJIS Background-Check Readiness

Police Department access requires additional care because systems, files, and network resources may be subject to CJIS-related access controls and local background-check requirements. Consultadd will comply with the City's required background-check process for any personnel assigned with access to Police Department network resources or fileserver environments.

Consultadd will not assign offshore personnel for roles requiring City system access, Police Department access, or background-check eligibility, consistent with the City's clarification that offshore delivery is not acceptable due to background-check requirements.

Personnel access will be role-based and limited to the level necessary to perform approved support activities. Consultadd will coordinate with the City's IT Coordinator to identify which staff require access, what systems they are authorized to support, what approval process applies, and what documentation must be completed before access is granted. This approach protects the City while allowing support activities to proceed without unnecessary exposure.

Consultadd will also maintain clear internal procedures for sensitive access. Police-related incidents will be routed only to approved personnel, and support activity will be documented through the ticketing system. When an issue involves Police or Fire after-hours support, the ticket record will capture the incident type, time of request, affected system or user group, escalation path, actions taken, and any follow-up required.

Alignment to the City's Service Expectations

The staffing model is intentionally aligned with the City's required services and preferred operating approach. It supports remote-first delivery, defined response times, Police and Fire after-hours support, onsite availability for qualifying escalations, ITSM implementation through NinjaOne, weekly reporting, SOP development, cybersecurity coordination, infrastructure support, disaster recovery planning, and cloud modernization.

City Requirement	Staffing Response
Co-managed service delivery with internal IT Coordinator	Service Delivery Manager coordinates governance, approvals, reporting, and escalation with the City's IT Coordinator
Phone, email, and ticket-based support	IT Support Specialist handles intake, triage, user support, and ticket resolution through NinjaOne
Microsoft 365, Entra ID, hybrid AD, and Windows support	Systems Administrator supports identity, server, Microsoft 365, endpoint, and cloud-readiness tasks
Network, firewall, VPN, wireless, and security support	Network and Security Engineer handles infrastructure escalation, cybersecurity coordination, and incident response support
Backup testing, DR documentation, and cloud migration planning	Cloud and Disaster Recovery Specialist supports Veeam, continuity planning, recovery testing, and T&M migration work
Police and Fire after-hours support	Approved support personnel respond through defined after-hours escalation procedures
CJIS-related background requirements	Personnel requiring Police Department access will complete the City's required background-check process
Weekly ticket reporting and MBR cadence	Service Delivery Manager provides reporting, trend review, and continuous improvement coordination

This staffing plan gives Flagler Beach a team that is practical, accountable, and aligned to the work required. It avoids unnecessary staffing complexity while ensuring every major service area in the RFP has clear ownership, technical coverage, and escalation support.

5. SOC/NOC CAPABILITIES

The City's response format requests information on SOC/NOC capabilities, and Consultadd understands this as an opportunity to demonstrate the monitoring, escalation, cybersecurity, and operational support capacity available to the City if needed. Because the RFP does not explicitly require a dedicated standalone SOC or NOC service, Consultadd will not assume that the City wants to fund a separate SOC/NOC function as part of the base managed services model. Instead, Consultadd will describe the capabilities available through our managed services practice and can activate or expand those capabilities based on the City's approved scope, selected service model, and final pricing structure.

Consultadd has the capability to support SOC/NOC-aligned functions such as endpoint visibility, infrastructure alert review, security event coordination, after-hours escalation, backup alert review, vulnerability coordination, and incident response support. These capabilities can be delivered using the City's existing tools, Consultadd-provided tools, or a blended model depending on the City's preferences. For this engagement, NinjaOne will provide the core ITSM/MSP operations layer for ticketing, endpoint visibility, SLA tracking, remote support, patch coordination, asset visibility, escalation workflows, and service reporting. Security and monitoring activities can also be coordinated through the City's existing and transition-state tools, including ConnectWise, SentinelOne MDR, Microsoft Defender, Microsoft 365/Entra ID, Veeam, TenableOne, Fortinet, Meraki, and other operational tools, while NinjaOne will serve as Consultadd's proposed ITSM/MSP operations platform going forward.

Monitoring and Alert Coordination Capability

Consultadd's monitoring capability is designed to convert system events into actionable service activity. When monitoring is included in the approved scope, alerts can be reviewed based on operational impact, system criticality, affected users, department impact, public safety relevance, and the City's priority definitions. This allows routine alerts, endpoint issues, backup warnings, network disruptions, identity-related concerns, and security events to be routed appropriately rather than treated as the same type of incident.

The City's environment already includes several tools that can support this model. SentinelOne MDR can continue to support endpoint detection and response. Microsoft Defender and Entra ID can provide identity, endpoint, email, and access-related visibility. Veeam can provide backup status and recovery-related alerts. TenableOne can support vulnerability visibility. NinjaOne can provide endpoint and operational visibility, ticket routing, patch coordination, and reporting. Consultadd can help the City connect these capabilities into a more structured operating model so events are documented, assigned, escalated, and reviewed consistently.

Capability Area	Available Tooling / Process	How Consultadd Can Support the City
Endpoint and device visibility	NinjaOne	Track device health, endpoint status, remote support availability, patch posture, and support history
Ticketing and escalation	NinjaOne	Convert service requests and approved alerts into tickets with priority, ownership, status, and SLA visibility
Endpoint security coordination	SentinelOne MDR, Microsoft Defender	Coordinate review of endpoint alerts, suspected malware, containment actions, and follow-up remediation
Identity and email security visibility	Microsoft 365, Entra ID, Microsoft Defender	Support MFA issues, suspicious access review, mailbox security concerns, and user/account-related security events
Backup and recovery visibility	Veeam and documented backup workflows	Review failed jobs, support backup validation, coordinate restoration steps

		when approved, and document recovery readiness
Vulnerability coordination	TenableOne and optional ConnectSecure	Help prioritize vulnerabilities based on severity, asset criticality, exploitability, and operational impact
Network and infrastructure visibility	NinjaOne, Fortinet/Meraki administrative visibility, vendor tools where available	Support review and escalation of server, VPN, connectivity, firewall, switch, and wireless issues
Incident response coordination	Defined escalation procedures	Assist with triage, containment coordination, stakeholder notification, recovery support, and post-incident documentation

NOC-Aligned Operational Capability

Consultadd can provide NOC-aligned support for infrastructure and operational events when included in the approved service scope. This may include monitoring coordination for endpoints, servers, VPN access, network connectivity, backup status, patch posture, and recurring system conditions that affect City operations. The purpose is to help the City identify service-affecting issues earlier, route them to the correct resource, and document the response through the ITSM workflow.

For Flagler Beach, this capability is especially relevant because the City operates across 12 locations, uses Fortinet and Meraki network infrastructure, maintains on-premises Windows and VMware systems, and is planning a future transition toward cloud-based infrastructure. Consultadd can assist with monitoring and escalation workflows that support these environments without requiring the City to immediately adopt a separate full-scale NOC service.

Where NOC-style support is requested, Consultadd can help define:

- Which systems are monitored
- Which alerts create tickets
- Which events require immediate escalation
- Which alerts are reviewed during business hours
- Which events qualify for after-hours escalation
- Who is notified for public safety, network, server, backup, and identity-related incidents
- What reporting is provided to the City's IT Coordinator

This allows the City to control the scope and cost of monitoring while still having access to a mature operational support model.

SOC-Aligned Security Capability

Consultadd also has SOC-aligned cybersecurity support capabilities that can be used to strengthen the City's security operations. These capabilities can include alert triage coordination, endpoint security review, identity-related security support, vulnerability remediation planning, incident response support, security reporting, and post-incident improvement recommendations.

Because the City already uses SentinelOne MDR, Microsoft Defender, MFA, and TenableOne, Consultadd's initial approach would be to work with the City's current tools rather than assume replacement. If the City wants expanded security visibility, Consultadd can recommend additional or

complementary solutions, such as Microsoft security enhancements, ConnectSecure for MSP-friendly posture reporting, or other approved tools based on City preference and budget approval.

When SOC-aligned services are activated, Consultadd can assist with:

- Reviewing security alerts and validating severity
- Coordinating endpoint isolation or remediation steps
- Supporting MFA and suspicious login review
- Reviewing vulnerability trends and remediation priorities
- Coordinating incident response with the City's IT Coordinator
- Documenting actions taken and recommended follow-up steps
- Supporting security reporting for management review

For any support involving Police Department network resources or fileserver access, Consultadd will follow the City's required background-check process before assigning personnel to those systems.

After-Hours and Public Safety Escalation Capability

Consultadd understands that after-hours support expectations are tied primarily to Police and Fire incidents. The City clarified that 24/7 coverage applies to incidents affecting Police and Fire, while routine non-public-safety requests should follow the standard support process unless the City authorizes escalation.

Consultadd can provide after-hours escalation capability for qualifying Police and Fire incidents based on the final service model and pricing option selected by the City. This may include remote triage, ticket creation, endpoint or account support, VPN or access troubleshooting, cybersecurity alert coordination, and escalation to onsite support when the issue cannot reasonably be resolved remotely and meets defined critical criteria.

Qualifying after-hours escalation events may include:

- Material interruption to Police or Fire operations
- Network, VPN, identity, or endpoint access failure affecting emergency personnel
- Cybersecurity events requiring immediate containment or response coordination
- Multi-user or location-level outages affecting critical government functions
- Declared emergencies or hurricane-related operational support needs
- City-approved after-hours escalation requests

Routine password assistance, single-user non-critical issues, general application questions, standard workstation issues, and non-public-safety requests would be handled through the standard support model unless the City approves after-hours escalation.

Incident Response and Post-Incident Support Capability

When requested and included in scope, Consultadd can support incident response coordination for operational outages, cybersecurity events, backup concerns, and infrastructure disruptions. The response process can include intake, triage, impact assessment, containment coordination, technical escalation, stakeholder communication, recovery support, and post-incident documentation.

For operational incidents, the focus is restoring service, identifying root cause, documenting the resolution, and reducing recurrence. For cybersecurity incidents, the focus is validating the alert, protecting affected assets, coordinating containment, supporting recovery, and recommending corrective action. For backup

or disaster recovery concerns, the focus is confirming backup integrity, supporting restoration steps when approved, and documenting recovery readiness.

Following a major incident, Consultadd can provide a concise incident summary that identifies what occurred, when it was reported or detected, which systems or users were affected, what actions were taken, what remains open, and what preventive steps should be considered. This gives the City a clear record for management review and continuous improvement.

Capability Summary

Consultadd's SOC/NOC capabilities are available to support the City's broader managed services goals, but the final scope should be aligned to the City's selected service model and approved pricing. Our recommended approach is to begin with structured ITSM, endpoint visibility, escalation workflows, weekly reporting, and support for the City's existing monitoring and security tools. If the City wants expanded SOC/NOC coverage, Consultadd can provide additional monitoring, alert triage, security coordination, reporting, and after-hours escalation services through a defined and approved scope and pricing.

6. HELPDESK & SUPPORT MODEL

Support Model Overview

Responsive support is one of the City's most visible measures of IT service quality. City staff need a clear way to request help, public safety users need dependable escalation when operations are affected, and the City's IT Coordinator needs transparent visibility into what is open, what is aging, what has been resolved, and what needs attention. Consultadd's helpdesk and support model is built to provide that structure through defined intake channels, NinjaOne-based ticketing, response-time tracking, clear escalation paths, and weekly reporting.

Based on the addenda, Consultadd understands that the City's current support profile includes approximately 80 low-priority tickets per month, with more than 95% of tickets originating during business hours. The support model is therefore designed to resolve routine requests efficiently while preserving escalation capacity for Police, Fire, cybersecurity events, network outages, declared emergencies, and other critical City needs.

Consultadd will deliver a remote-first support model aligned with the City's stated preference for remote service delivery. Most user issues, Microsoft 365 requests, endpoint troubleshooting, MFA support, access questions, patch coordination, and routine infrastructure issues will be handled remotely through secure support tools, phone, email, and NinjaOne workflows. Onsite support will be available when remote support is not sufficient, when City IT coordination confirms the need for physical intervention, when public safety operations are materially affected, or when the City approves onsite escalation.

This model gives the City a practical balance: routine support remains efficient and measurable, while critical situations still receive appropriate escalation and onsite availability when needed.

Support Channels

Consultadd will support the City through the required phone and email channels and will provide a support portal through NinjaOne where the City chooses to use it. The portal will not replace phone or email. Instead, it will provide another structured option for users and the IT Coordinator to submit, track, and review requests.

Support channels will include:

- **Phone support:** For urgent issues, user assistance, public safety-related incidents, and staff who prefer direct support.
- **Email support:** For routine requests, service questions, screenshots, supporting details, non-urgent issues, and documentation trails.
- **NinjaOne ticket portal:** For structured ticket submission, ticket visibility, request history, service categories, and optional self-service knowledge articles.
- **Remote support tools:** For approved endpoint troubleshooting, user assistance, patch coordination, device checks, and secure remote remediation.
- **Escalation contact path:** For Police and Fire after-hours incidents, City-approved urgent needs, critical infrastructure issues, and declared emergency events.

Support intake will also account for City specialty systems identified in the addenda, including Mitel telephony, printers, scanners, copiers, badge/access control systems, AV systems, Lorex/Fusus-related coordination, and SCADA-related network or integration support. These items will be triaged based on whether the issue is a general IT support matter, a network/connectivity issue, a user access issue, or a third-party/vendor-specific matter requiring coordination.

Each request will be logged in NinjaOne, regardless of intake channel. This prevents work from being lost in email threads or informal conversations and gives the City one reliable record for ticket status, response activity, ownership, and reporting.

Ticket Intake and Triage

A consistent intake process helps ensure that requests are handled based on operational impact rather than who reports them first or how loudly the issue is raised. Consultadd will configure NinjaOne with City-specific categories, priority fields, affected department/location fields, public safety indicators, SLA timers, escalation triggers, and reporting views.

When a ticket is received, Consultadd will perform initial triage using the following workflow:

1. **Log the request:** Capture user, department, location, contact method, affected device/system, description, and attachments.
2. **Classify the issue:** Identify whether the issue is user-level, endpoint-related, Microsoft 365/identity-related, network-related, server-related, backup-related, cybersecurity-related, or project-related.
3. **Determine impact:** Assess whether the issue affects one user, multiple users, a department, a location, Police/Fire operations, or a critical government process.
4. **Assign priority:** Apply the City's priority definitions and response-time expectations.
5. **Route to the right resource:** Resolve at L1/L2 where possible or escalate to systems, network/security, backup/DR, or cloud support.
6. **Document actions:** Record troubleshooting steps, user communications, resolution notes, and follow-up requirements.
7. **Close or monitor:** Close resolved tickets with documentation or keep the ticket active until confirmation, vendor action, City approval, or further escalation is complete.

This triage structure is especially important in a co-managed model because the City's IT Coordinator must be able to see what Consultadd is handling, what requires City input, and what may need approval or onsite coordination.

SLA Response Model

The City's SLAs are measured as time-to-response, not time-to-resolution. Consultadd will configure NinjaOne to track initial response against the City's defined service levels and will report SLA performance as part of weekly and monthly service review activity.

Priority	City Definition	Response Time	Consultadd Handling Approach
High	All users and/or major functions or critical government processes are inoperable or unavailable	**1 hour**	Immediate triage, Service Delivery Manager visibility, technical escalation as needed, public safety impact review, and ongoing communication until stabilized
Medium	Over 30% of users are affected, or an entire location or non-critical government process is unavailable	**4 hours**	Prioritized triage, assignment to appropriate technical resource, impact confirmation, workaround review, and status updates until progress is confirmed
Low	Under 30% of users are affected	**24 hours**	Standard queue handling, remote troubleshooting, user communication, resolution documentation, and trend review if recurring
Scheduled	Scheduled maintenance or installation planned more than one week in advance	**As scheduled**	Planned coordination with the City's IT Coordinator, approved schedule, user impact notice where needed, implementation notes, and completion confirmation

Consultadd will also use practical sub-classifications inside NinjaOne to manage workflow more effectively, such as access request, endpoint issue, printer/peripheral, Microsoft 365, MFA, network, cybersecurity, backup, application support, vendor coordination, and project request. These internal categories will not change the City's SLA structure but will improve routing, reporting, and trend analysis.

Escalation Path

Escalation will be based on both technical complexity and operational impact. The goal is to resolve issues at the lowest appropriate level while ensuring critical issues reach the right expertise quickly.

Routine user issues will begin with the IT Support Specialist. This includes password support, Microsoft 365 user issues, endpoint troubleshooting, basic VPN assistance, printer/peripheral support, standard software questions, and routine device support. If the issue requires deeper system work, identity administration, server support, network troubleshooting, cybersecurity review, backup support, or cloud planning, it will be escalated to the appropriate technical role.

Consultadd's escalation flow will generally follow this model:

- **Level 1 / Level 2 Support:** Ticket intake, user support, endpoint troubleshooting, basic Microsoft 365 support, remote support, MFA assistance, and standard service requests.
- **Systems Administration Escalation:** Microsoft 365, Entra ID, hybrid AD, Windows servers, VMware, file servers, endpoint administration, and NinjaOne configuration support.
- **Network and Security Escalation:** Fortinet, Meraki, VPN, switching, wireless, SentinelOne, Microsoft Defender, TenableOne coordination, incident response, and security hardening.
- **Backup, DR, and Cloud Escalation:** Veeam backup validation, recovery coordination, DR documentation, continuity planning, and T&M cloud migration support.

- **Service Delivery Escalation:** SLA concerns, recurring issues, City communication, priority conflicts, after-hours escalation coordination, and management-level issue review.

Consultadd will inform the City's IT Coordinator of any incident affecting more than 30% of users, consistent with the City's clarified escalation expectation. For tickets involving third-party vendors or City-owned systems, Consultadd will coordinate with the City's IT Coordinator to determine the appropriate vendor contact, approval path, and division of responsibility. This is especially important for systems retained by the City's internal IT function, including BSA Business SaaS, Mobile Device Management, and Public Records Requests.

Remote-First and Onsite Support

Consultadd's proposed support model is remote-first because that is the City's preferred operating approach and because most municipal IT issues can be resolved faster through secure remote tools, structured ticketing, and appropriate escalation. Remote support will be used for user assistance, endpoint troubleshooting, Microsoft 365 and Entra ID administration, MFA support, patch coordination, ticket follow-up, reporting, and many server or network administrative tasks.

Onsite support will be available, but it will be controlled and tied to defined operational need. This protects the City from unnecessary onsite charges and protects the support model from being diluted by avoidable dispatches.

Onsite support may be used when:

- Remote support and coordination with the City's IT Coordinator cannot reasonably resolve the issue.
- Physical access to a device, network closet, server, firewall, switch, access point, or endpoint is required.
- Police or Fire operations are materially affected and remote remediation is not sufficient.
- A cybersecurity incident requires hands-on containment, device isolation, or recovery support.
- A declared emergency, hurricane event, or major disruption requires approved onsite coordination.
- The City approves planned onsite work for installation, configuration, migration, inventory, or project activity.

Routine password resets, standard user questions, single-user non-critical issues, Microsoft 365 assistance, basic endpoint troubleshooting, and general support requests will be handled remotely unless the City approves onsite dispatch.

Consultadd's Orlando, Florida office provides a regional support advantage for onsite escalation when needed. Response timing for onsite work will depend on incident severity, time of day, site accessibility, weather conditions, public safety priority, and the approved service/pricing option. This gives the City access to local responsiveness without converting the engagement into an open-ended onsite staffing model.

Police and Fire After-Hours Support

Police and Fire operations require additional support clarity because the City expects 24/7 coverage for incidents affecting emergency personnel. Consultadd will provide an after-hours escalation path for qualifying Police and Fire incidents based on the final service model and pricing option selected by the City.

After-hours support will focus on operationally significant incidents, such as:

- Police or Fire users unable to access required systems, network resources, VPN, or Microsoft 365 services needed for operations.

- Endpoint, identity, network, or connectivity failure materially affecting emergency personnel.
- Cybersecurity event requiring immediate containment or response coordination.
- Multi-user or location-level outage affecting public safety operations.
- Declared emergency, hurricane event, or City-approved emergency support need.

Routine non-public-safety requests, general workstation issues, standard application questions, password assistance not affecting emergency operations, and non-critical single-user matters will be documented and handled through the standard support process unless the City authorizes after-hours escalation.

For Police Department network resources or fileserver environments, Consultadd will assign support only through personnel who have completed the City-required background check process. All after-hours support activity will be documented in NinjaOne with the reported issue, time received, affected user/system, priority, actions taken, escalation path, and follow-up requirements.

Weekly Reporting to the IT Coordinator

Transparent reporting is critical in a co-managed support model. Consultadd will provide a weekly open-ticket wrap-up to the City's IT Coordinator, as requested by the City. This report will be concise, practical, and focused on information the City can use to manage operations and make decisions.

The weekly report will include:

- Open tickets by priority, department, age, and owner
- New tickets received during the week
- Tickets resolved during the week
- Aging or stalled tickets requiring attention
- High and Medium priority incidents
- Public safety-related tickets, where applicable
- Onsite dispatches or pending onsite needs
- Recurring issue patterns
- Items requiring City approval, vendor input, or user follow-up
- SLA response performance
- Planned maintenance or upcoming scheduled work

Over time, this reporting will help the City identify recurring problems, training needs, lifecycle concerns, patching gaps, vendor issues, and areas where automation or SOP improvements can reduce ticket volume. Monthly Business Reviews can expand on this information by examining trends, risks, service improvements, cybersecurity observations, backup readiness, and roadmap items.

Continuous Service Improvement

Helpdesk performance should improve over time as documentation, automation, visibility, and user guidance mature. Consultadd will use ticket data from NinjaOne to identify recurring issues, high-volume categories, repeated endpoint problems, common Microsoft 365 questions, authentication issues, and infrastructure patterns. These insights will be used to recommend practical improvements such as knowledge articles, SOP updates, user communication, patch policy adjustments, configuration changes, lifecycle planning, or targeted training.

This continuous improvement process gives the City more than a reactive helpdesk. It creates a support model that learns from service activity, reduces avoidable repeat tickets, improves user satisfaction, and supports the City's broader goals of better responsiveness, stronger service quality, reduced redundancy, and a more modern IT operating environment.

7. PRICING STRUCTURE

Consultadd's pricing structure follows the City's preferred per-user pricing model for recurring managed services, while separating transition, after-hours options, onsite support, cloud migrations, and other approved project work. The City also clarified that cloud migrations and other projects should be handled as project-based work, and that hardware will be purchased by the City.

Monthly Managed Services Cost Breakdown

The monthly managed services pricing is built around the City's current environment, including approximately 137 users, 12 locations, 9 servers, Microsoft 365/Entra ID, existing cybersecurity tools, backup/DR needs, weekly reporting, and approximately 80 to 90 monthly support requests. The service cost breakdown below reflects the recurring services included in the base monthly model.

Service Area	Description of Included Services	Estimated Monthly Effort	Monthly Cost	Annual Cost
Service Governance, Reporting, and Coordination	Coordination with the City's IT Coordinator, weekly open-ticket wrap-up, SLA tracking, escalation coordination, Monthly Business Review preparation, service improvement tracking, and roadmap coordination.	18 hrs	$1,332	$15,984
Helpdesk and End-User Support	Phone, email, and NinjaOne-based ticket support for City users; ticket intake, triage, user troubleshooting, endpoint support, Microsoft 365 user assistance, MFA support, remote troubleshooting, and standard service request handling.	65 hrs	$3,250	$39,000
NinjaOne ITSM, Endpoint Visibility, Patch Coordination, and Asset Support	NinjaOne platform administration for ticketing, SLA tracking, remote support, endpoint visibility, patch coordination, asset inventory support, workflow automation, and service reporting.	22 hrs	$1,196	$14,352
Microsoft 365, Entra ID, Server, and Systems Support	Support for Microsoft 365, Entra ID, hybrid AD, Windows servers, VMware coordination, file server issues, identity support, Exchange-related support, and system administration tasks.	20 hrs	$1,160	$13,920
Network and Cybersecurity Support	Support for Fortinet, Meraki, VPN, network issues, wireless/switching escalation, SentinelOne coordination, Microsoft Defender support, vulnerability review, incident response coordination, and security hardening recommendations.	30 hrs	$1,890	$22,680
Backup, Disaster Recovery, and Cloud Readiness Support	Veeam backup validation support, backup issue review, DR documentation updates, continuity planning, and cloud readiness coordination for future modernization activities.	15 hrs	$945	$11,340

After-Hours Police/Fire Remote Emergency Escalation Allowance	Limited remote after-hours escalation allowance for qualifying Police and Fire incidents affecting emergency operations, critical access, cybersecurity response, or declared emergency support needs.	10 hrs	$700	$8,400
NinjaOne MSP Pro Platform Licensing			$411	$4,932
Total Base Managed Services	Recurring monthly managed services model, inclusive of NinjaOne ITSM/MSP operations platform and limited after-hours Police/Fire remote escalation allowance.	**180 hrs**	**$10,884**	**$130,608**

Per-User Pricing Structure

The City has stated a preference for per-user pricing. Consultadd's base managed services price is therefore presented below as a per-user monthly cost using the City's current user count of 137 users.

Pricing Item	Calculation	Cost
Total Monthly Managed Services Fee	Fixed monthly recurring fee	**$10,884/month**
Current User Count	As provided by the City	**137 users**
Per-User Monthly Price	$10,884 ÷ 137 users	**$79.45 per user/month**
Annual Managed Services Price	$10,884 × 12 months	**$130,608/year**

The per-user price includes the recurring managed services described above, including NinjaOne ITSM/MSP operations platform, recurring support services, weekly reporting, service governance, and the limited after-hours Police/Fire remote escalation allowance shown in Option A below.

One-Time Onboarding and Transition

Because the City is moving to a full replacement support model and the current ITSM environment is owned by the County, Consultadd will perform a structured one-time onboarding and transition effort. This transition will establish service workflows, configure NinjaOne, validate access, review the environment, document escalation paths, and prepare the City for stable ongoing operations.

Transition Service Area	Description of Included Services	Estimated One-Time Effort	One-Time Cost
Transition Kickoff and Governance Setup	Kickoff planning, coordination with the City's IT Coordinator, transition schedule, communication cadence, and governance structure.	20 hrs	$1,480
Access, Escalation, SOP, and Reporting Setup	Access coordination, support channel setup, priority model alignment, escalation paths, initial SOP framework, and reporting structure.	25 hrs	$1,490

NinjaOne ITSM/RMM Configuration	Ticket categories, queues, SLA rules, asset views, endpoint visibility setup, workflow configuration, reporting templates, and remote support setup.	40 hrs	$2,160
Asset Inventory and Endpoint Onboarding Validation	Review and validation of endpoint inventory, device visibility, support readiness, and endpoint onboarding coordination.	25 hrs	$1,330
Microsoft 365, Entra ID, AD, Server, and VMware Baseline Review	Baseline review of Microsoft 365, Entra ID, hybrid AD, Windows servers, VMware dependencies, and file server support needs.	25 hrs	$1,450
Network and Cybersecurity Baseline Review	Review of Fortinet, Meraki, VPN, security tools, endpoint protection, vulnerability management approach, and escalation procedures.	35 hrs	$2,205
Backup, DR, and Cloud Readiness Review	Review of Veeam, backup status, recovery procedures, DR documentation needs, continuity priorities, and future cloud transition considerations.	30 hrs	$1,890
Total One-Time Onboarding and Transition	Structured setup and transition activities required to establish the managed services operating model.	**200 hrs**	**$12,005**

One-Time Onboarding and Transition Fee: $12,005

If preferred by the City, Consultadd can discuss amortizing this one-time transition fee across the first contract year.

After-Hours Support Options

The City requested both after-hours pricing options: one where after-hours support is included in base pricing and one where it is presented separately. Consultadd provides both options below.

Option	Description	Pricing
Option A: Included After-Hours Remote Emergency Escalation	Base managed services includes up to 10 hours per month of qualifying after-hours remote escalation for Police and Fire incidents.	Included in $10,884/month
Option B: Separate After-Hours Support Line Item	Base managed services excludes the after-hours reserve. Qualifying Police/Fire after-hours support is billed only when used, or the City may pre-purchase a monthly reserve.	Base reduced to $10,184/month; after-hours billed at $70/hour or $700/month for a 10-hour reserve

Qualifying after-hours support applies to Police and Fire incidents that materially affect emergency operations, critical system access, network/VPN connectivity, endpoint availability, cybersecurity response, declared emergency support, or City-approved urgent needs. Routine non-public-safety requests, general workstation issues, standard application questions, and non-critical single-user support will follow the standard support process unless the City authorizes after-hours escalation.

Project, Onsite, and Specialized Services Rate Card

The following rates apply to City-approved work outside the recurring managed services scope, including cloud migrations, server or file migration work, major modernization activities, expanded disaster recovery implementation, tool replacement projects, and other special projects requested by the City. These rates apply to remote or project-based professional services and do not apply to additional onsite assistance, which is addressed separately in the Approved Additional Onsite Support Rate Card.

Role / Function	Hourly Rate
Service Delivery Manager	$74/hour
IT Support Specialist	$50/hour
Systems Administrator	$58/hour
Network and Security Engineer	$63/hour
Cloud and Disaster Recovery Specialist	$63/hour
After-Hours Police/Fire Escalation Support	$70/hour

Project work will begin only after City review and approval of the scope, estimated effort, applicable resources, schedule, and assumptions. Travel, mileage, lodging, or other onsite-related expenses, if applicable, will be submitted for City approval before being incurred or billed.

Approved Additional Onsite Support Rate Card

Consultadd's base managed services pricing includes emergency or critical onsite support when the issue meets the defined critical escalation criteria, including material impact to Police or Fire operations, Citywide or multi-site outage, cybersecurity incident requiring physical intervention, core infrastructure failure, declared emergency support, or another City-approved critical escalation.

Emergency or critical onsite support included in the base model is subject to the defined critical escalation criteria, reasonable dispatch availability, and the estimated recurring service capacity. If onsite demand becomes recurring, excessive, or materially exceeds the estimated service capacity, Consultadd will review the pattern with the City and may recommend an approved adjustment or use of the additional onsite support rate card.

If the City requests onsite assistance outside of these included emergency or critical conditions, such additional onsite support will be provided using the rates below. These rates are all-inclusive and include dispatch coordination, travel time, mileage, and standard travel-related expenses. No additional travel or mileage charges will apply unless the City requests extended onsite deployment, lodging, specialized travel, or other non-standard onsite arrangements approved in advance.

Onsite Support Type	Hourly Rate
Business-Hours Onsite IT Support	$85/hour
Business-Hours Onsite Systems / Network / Security Support	$100/hour
After-Hours Onsite Support	$120/hour
Weekend / Holiday Onsite Support	$140/hour

Note: These onsite rates apply only to additional City-requested onsite support beyond the emergency or critical onsite support included in the base managed services model. Rates are all-inclusive for standard dispatch coordination, travel time, mileage, and standard travel-related expenses.

Contract Term Pricing Summary

The City requested pricing for 1-year, 3-year, and 5-year terms. The summary below includes the one-time onboarding and transition fee in Year 1 only. Recurring managed services pricing includes a 2.5% escalation in Year 3 and a further 2.5% escalation in Year 5 based on the prior escalated value.

Contract Year	Annual Managed Services Cost	Onboarding / Transition Cost	Total Annual Cost
Year 1	$130,608	$12,005	**$142,613**
Year 2	$130,608	$0	**$130,608**
Year 3	$133,873	$0	**$133,873**
Year 4	$133,873	$0	**$133,873**
Year 5	$137,220	$0	**$137,220**

Contract Term	Total Recurring Managed Services	One-Time Onboarding	Total Contract Value
1-Year Term	$130,608	$12,005	**$142,613**
3-Year Term	$395,089	$12,005	**$407,094**
5-Year Term	$666,182	$12,005	**$678,187**

Pricing Assumptions and Clarifications

- Pricing is based on the City's current stated count of 137 users and the service scope described in the RFP and Addendum No. 1.
- Consultadd has estimated the recurring managed services effort based on the information provided by the City, including current user count, monthly support request volume, number of locations, server environment, support expectations, and stated service requirements.
- Pricing is based on the City's clarified support profile, including approximately 80 low-priority tickets per month, more than 95% of tickets originating during business hours, on-demand onsite support, and the stated user distribution of 16 Fire users, 20 Police users, and 101 other users.
- The base monthly managed services pricing assumes an estimated recurring service capacity of 180 effort hours per month. If the City's actual recurring support demand consistently exceeds this estimated service capacity due to higher ticket volume, expanded support expectations, additional locations/users, increased after-hours usage, or added responsibilities, Consultadd will review the usage pattern with the City and any additional hours will be billed only after City awareness and approval, using the applicable approved service rates.
- NinjaOne MSP Pro licensing has been included as a separate recurring platform cost based on 137 users.
- Pricing assumes the current number of users remains materially consistent. If the user count increases or decreases, the per-user pricing and NinjaOne licensing cost may be adjusted accordingly.
- Pricing assumes that project-based work will be scoped and approved separately before work begins. Consultadd will provide estimated effort, applicable rates, expected deliverables, and timeline for City review before starting such work.
- Pricing includes basic IT support, integration support, and coordination for specialty systems identified by the City, including Mitel telephony, printers, scanners, copiers, badge/access control systems, AV systems, Lorex/Fusus-related coordination, and SCADA-related network or integration dependencies. Deep vendor-specific configuration, operational technology control, major remediation, system replacement, or third-party-led implementation work will be scoped and approved separately if required.
- Any optional technology enhancement, new license, tool expansion, or platform replacement recommended by Consultadd will be priced separately and submitted to the City for approval before purchase or implementation.
- Pricing does not include taxes, if applicable, unless specifically stated otherwise.

8. EXCEPTIONS OR DEVIATIONS

Consultadd takes no material exceptions to the City of Flagler Beach's RFP requirements. The following clarifications are provided to ensure the City has a clear understanding of the proposed service boundaries, pricing assumptions, and delivery approach.

- **Remote-first delivery model:** Consultadd will deliver services through a remote-first support model, consistent with the City's preference for remote support. Onsite support will be provided when remote resolution is not practical, when coordination with the City's IT Coordinator confirms the need for physical intervention, when a qualifying critical incident occurs, or when the City approves onsite dispatch.
- **After-hours support:** After-hours support is limited to qualifying incidents affecting Police and Fire operations, unless the City approves additional after-hours escalation. Routine non-public-safety requests, standard workstation issues, general application questions, and non-critical single-user support will follow the standard support process unless otherwise authorized by the City.
- **After-hours onsite support:** After-hours onsite support is available for qualifying critical incidents or City-approved dispatch but is not included as unlimited service. Any applicable after-hours onsite work, travel, or related costs will follow the approved pricing structure.
- **Cloud migrations and project work:** Cloud migrations, server migrations, AD/file server modernization, major disaster recovery implementation, major cybersecurity remediation, and other special projects will be handled as separately approved project work, consistent with the City's direction that migrations and other projects be treated as Time and Materials.
- **Hardware procurement:** Hardware will be purchased by the City. Consultadd will support technical recommendations, configuration guidance, deployment support, and lifecycle planning where requested, but hardware purchasing is not included in the base managed services pricing.
- **Existing City-owned tools and licenses:** Consultadd assumes the City's existing software, security, backup, Microsoft, and infrastructure licenses will remain available for administration and support. Any replacement, expansion, consolidation, or new licensing will be recommended only when beneficial and approved by the City.
- **Optional technology recommendations:** Recommended tools or platforms such as Microsoft enhancements, SentinelOne optimization, Commvault, ConnectSecure, or other improvements are not forced replacements and are not included unless specifically approved and priced.
- **City-retained responsibilities:** BSA Business SaaS, Mobile Device Management, Public Records Requests, and related City-retained responsibilities will remain with the City's IT Coordinator unless otherwise agreed in writing.
- **CJIS / Police Department access:** Personnel requiring access to Police Department network resources or fileserver environments will complete the City-required background check process before access is granted. U.S.-based delivery for access-controlled work: Personnel requiring City system access, Police Department access, or background-check eligibility will be U.S.-based and subject to the City's required background-check process.
- **User count and pricing basis:** Pricing is based on the City's current stated user count of 137 users. If user count, locations, service volume, after-hours requirements, onsite needs, or scope materially changes, pricing may be adjusted through mutual written approval.
- **Third-party vendor dependencies:** Support for third-party systems, carrier services, vendor-owned platforms, or City-procured tools may depend on vendor access, licensing rights, support agreements, and timely cooperation from the applicable third party.
- **Specialty systems support:** Consultadd will provide basic IT support, connectivity support, integration support, and third-party coordination for specialty systems identified by the City, including Mitel telephony, printers, scanners, copiers, badge/access control systems, AV systems, Lorex/Fusus-related coordination, and SCADA-related network or integration dependencies. Deep vendor-specific configuration, operational technology control, major remediation, system replacement, or third-party-led implementation work will require separate City approval.

9. ADDENDUM ACKNOWLEDGEMENT

Consultadd Inc., doing business as Consultadd Public Services, acknowledges receipt and review of Addendum Number 1, Addendum Number 2, and Addendum Number 3 issued by the City of Flagler Beach for RFP No. FB-26-2005, Information Technology Managed Services & Strategic Support. Consultadd confirms that the clarifications, responses, and requirements included in all issued addenda have been considered in this proposal, including the City's co-managed IT expectations, preferred per-user pricing model, support requirements, after-hours Police and Fire coverage, onsite/on-demand support expectations, ITSM requirement, cloud migration priorities, cybersecurity environment, Florida Cybersecurity Act consideration, specialty systems support, third-party coordination, transition expectations, and addendum acknowledgement responsibility.

10.LONG TERM PARTNERSHIP COMMITMENT TO THE CITY OF FLAGLER BEACH

Consultadd understands that the City of Flagler Beach is seeking more than a vendor to close tickets. The City needs a dependable IT partner that will protect daily operations, support public safety needs, improve service visibility, strengthen cybersecurity practices, and help the City move toward a more secure and modern technology environment. Consultadd is committed to delivering these services with consistency, accountability, and care, ensuring that every support request, escalation, report, and recommendation contributes to better operational confidence for the City.

Our commitment is to provide quality service through disciplined processes, responsive communication, qualified technical resources, and a clear focus on outcomes that matter to the City. We will work closely with the City's IT Coordinator, respect the City's internal priorities, support existing technology investments, and provide recommendations only where they create practical value. Whether responding to a user issue, coordinating a Police or Fire escalation, reviewing backup readiness, or supporting future cloud planning, Consultadd will approach the work with the same standard of professionalism and responsibility.

Consultadd views this engagement as the beginning of a long-term partnership, not a one-time project. As the City's needs evolve, we will continue to support stable operations today while helping build a stronger technology foundation for the future. Our goal is to become a trusted extension of the City's team, providing reliable managed services, transparent reporting, thoughtful guidance, and the steady support needed to help Flagler Beach serve its departments, residents, and public safety operations with confidence.

11. APPENDIX- REFERENCE LETTERS

Letter of Reference for Consultadd Inc. - Public Services Division

Marin Housing Authority

4020 Civic Center Dr,

San Rafael, CA 94903,

United States

Phone Number: (415) 491-2525, Ext. 704

Email: KDolan@marinhousing.org

Dated: July 10, 2025

To Whom It May Concern,

Marin Housing Authority engaged Consultadd Inc. – Public Services Division under Contract No. 2025-001 to provide Managed IT, CIO, and Cybersecurity Services. Their team delivered 24/7 monitoring, helpdesk support, network management, endpoint protection, and ensured compliance with HUD cybersecurity standards.

With their steady expertise in managing our IT infrastructure, including servers, devices, and enterprise applications, Consultadd has supported system reliability, security, and regulatory compliance. Their consistent responsiveness and professionalism have made them a trusted part of our extended team.

We recommend Consultadd Inc. for organizations seeking capable IT and cybersecurity services.

Sincerely,

(Signature)

Kim Dolan

Chief Financial Officer

Marin Housing Authority

Madison Metropolitan Sewerage District

30th March 2026

Batina Culver

1610 Moorland Rd

Madison, WI 53713

To Whom It May Concern,

Madison Metropolitan Sewerage District, the District, engaged ConsultAdd Inc. to provide access to quality IT resources for the District. We established a Master Services Agreement, MSA, to establish an agreed upon rate card. The first statement of work, SOW, we established with ConsultAdd is to deliver 24x7 response to priority 1 tickets, helpdesk support, hardware management, onboarding, support 3 COT systems, and several custom developed solutions.

Through the expertise and quality resources provided, Consultadd has supported system reliability, availability and secure access. Consultadd introduced quality review practices to ensure quality support was delivered to the District. Their responsiveness, quality review practices, and professionalism have made them a trusted extension of the IT Team.

We recommend ConsultAdd as a partner that can deliver quality resources delivering quality support services across a vast technology landscape.

Sincerely,

Batina Culver

Batina Culver

District Technology Manager

corsica technologies

Proposal for IT Managed Services

Prepared for:
City of Flagler Beach, FL

corsicatech.com (855) 411-3387

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Introduction

Dear Evaluation Committee,

Thank you for the opportunity to respond to the City of Flagler Beach's RFP for Information Technology Managed Services and Strategic Support. We appreciate the City's clear focus on improving service responsiveness, strengthening cybersecurity, and transitioning toward a modern, cloud-based environment while maintaining reliable support for critical operations, including Police and Fire services.

Corsica Technologies is pleased to propose a flat monthly rate of $10,275 for comprehensive SOC, NOC, and Helpdesk services. This rate is all-inclusive, unlimited, and unmetered, with no per-user, per-device, or per-ticket charges, and no cost increases as your environment evolves. This approach provides predictable budgeting and allows your staff to engage support freely, whether addressing routine issues or higher-priority incidents, without concern for variable costs.

As a 30-year IT services firm supporting organizations nationwide, including numerous municipal and government clients, Corsica brings the experience and operational maturity required to deliver reliable, responsive service in environments like Flagler Beach.

Our proposal directly supports Flagler Beach's priorities:

- **Responsive, Co-Managed Support Model:** A true partnership that works alongside your IT Coordinator to improve response times, reduce workload, and deliver consistent, reliable support across all departments
- **Public Safety-Focused Coverage:** 24/7 support for Police and Fire operations, with rapid escalation, remote-first service, and onsite response when required
- **Cloud Transition & Modernization:** A practical, phased approach to moving on-prem systems to a secure cloud environment while improving resiliency and reducing dependency on legacy infrastructure
- **Security & Risk Reduction:** Integrated monitoring, vulnerability management, and incident response aligned with CJIS requirements and Florida statutory obligations
- **Operational Simplicity & Cost Control:** Consolidation of tools, elimination of manual processes, and a predictable pricing model that supports long-term efficiency and scalability

Corsica is more than a managed services provider. We operate as a partner that takes ownership of outcomes, reduces complexity, and brings structure to environments that require both day-to-day reliability and long-term modernization. Our approach is straightforward, practical, and focused on supporting the City's staff and mission.

For all communications relevant to this proposal, please contact Meghan Edwards: medwards@corsicatech.com

We appreciate your consideration and look forward to the opportunity to support the City of Flagler Beach with responsive service, strong security, and a clear path forward.

Sincerely,

Brian Harmison, CEO of Corsica Technologies
P: (855) 411-3387 | E: bharmison@corsicatech.com

Part 1: Company Overview

Corsica Technologies Overview

Mission: to protect, educate, and advance businesses through exceptional technology and security expertise, acting as a trusted partner focused on mutual success.

Vision: to provide the best managed service experience in America.

Corsica Technologies is a national IT consulting firm with over 30 years of operational experience and U.S.-based delivery centers supporting clients across all major industries.

Our organization unites a 24/7/365 Security Operations Center (SOC), Network Operations Center (NOC), and Service Desk under one cohesive framework. This integrated model eliminates silos, streamlines escalation, and allows us to take complete operational ownership of our clients' IT environments, from infrastructure to user support to security.

Corsica is independently audited and maintains SOC 2 Type II certification, with documented controls across change management, data handling, and incident response. Our security architecture and delivery processes are aligned to the NIST Cybersecurity Framework and ISO 27001 standards.

We employ more than 250 full-time professionals across the U.S. with a combined 300+ certifications including:

All service delivery, escalation management, and client support are performed by Corsica employees located within the United States (no offshore outsourcing or third-party subcontractors are used for managed services delivery).

Services Offered

Corsica Technologies delivers a unified portfolio of managed IT and cybersecurity services. The core services included in our proposal for Flagler Beach include:

- **Managed Helpdesk:** Tier 1–3 user support, onboarding/offboarding, M365 administration, and multi-channel service.

- **Network Operations Center (NOC):** 24/7/365 monitoring, patching, performance management, and uptime assurance.
- **Security Operations Center (SOC):** 24/7/365 threat detection, SIEM correlation, vulnerability management, and incident response.
- **Cloud Management:** Azure workload monitoring, identity and access governance, and license optimization.
- **Backup & Recovery:** Continuous protection for servers, endpoints, and cloud data with ransomware detection and verification.
- **Reporting & Governance:** Real-time dashboards, monthly performance reports, and quarterly reviews.

All services are included within the $10,275/month agreement and are delivered with no per-device, per-user, or per-ticket limits. Our model ensures complete operational coverage for Flagler Beach's approximately 137 users, and hybrid environment (with scalability built in as your organization grows.)

Microsoft Solutions Experts:

As a Microsoft Managed Partner, we meet Microsoft's highest standards for customer satisfaction, technical capability, and service delivery, ensuring our clients benefit from best-in-class solutions and support. Our Microsoft practice spans cloud infrastructure, identity and access management, business applications, and data platforms. We provide end-to-end services including:

- Licensing optimization
- Secure Azure deployments
- Dynamics 365 CRM and ERP integrations
- SQL Server optimization
- Legacy Access database modernization

Corsica's solution includes advanced Microsoft 365 and Entra ID monitoring, leveraging SIEM tools for real-time threat detection and compliance oversight. Whether you're migrating to the cloud, enhancing security posture, or streamlining operations, Corsica Technologies brings certified expertise and strategic guidance to help the Flagler Beach maximize its Microsoft investments.

Differentiators

Corsica's approach is designed to simplify managed IT and security — not complicate it.

- **All-Inclusive, Flat-Rate Model:** Predictable monthly pricing without variable or surprise charges
- **Unmetered Access:** Unlimited support for all users and devices
- **Single Point of Accountability:** SOC, NOC, and Helpdesk unified under one management system
- **Proven Experience:** 30+ years of IT service delivery, 1000+ clients, and audited processes
- **Culture of "Can-Do":** A flexible, partnership-driven mindset that makes us easy to work with

Corsica has been recognized for operational excellence, client satisfaction, and service consistency across complex environments. Our approach emphasizes accountability, continuity, and measurable outcomes, metrics that matter to Flagler Beach.

To ensure consistent delivery, Corsica Technologies assigns a dedicated account team to every managed client, ensuring proactive leadership, clear communication, and continuity of service. Flagler Beach will be supported by a combination of on-site, local field engineers, dedicated account leadership, and Corsica's national 24×7 operations teams.

4.7/5 Google ★★★★½ 38+ reviews

5/5 cloudtango ★★★★★ 33+ reviews

4.5/5 ★★★★½ 21+ reviews

98% ★★★★½ CSAT score

Part 2: Relevant Experience & References

Client Base and Industry Alignment

Corsica supports more than 1,000 active clients nationwide, spanning manufacturing, public sector, professional services, healthcare, and nonprofit organizations. Corsica Technologies is particularly well-suited to support municipal environments like the City of Flagler Beach, where reliability, security, and responsiveness are critical to daily operations. Our experience enables us to align IT services with operational priorities, ensuring consistent service delivery, strong security posture, and long-term sustainability.

Representative industries we serve:

- **Public Sector & Government:** County, municipal, and regional agencies requiring responsive support, CJIS-aligned security, and compliance with public records requirements
- **Manufacturing & Industrial:** Multi-site environments with high availability demands, similar to municipal departments requiring continuous operations

- **Financial Services & Insurance:** Environments requiring secure access, monitoring, and audit-ready reporting practices
- **Healthcare & Nonprofit Organizations:** Organizations with strict data protection requirements and limited internal IT resources

Corsica's experience supporting distributed environments, compliance-driven organizations, and security-sensitive operations makes us well-aligned to support the City of Flagler Beach. Our approach ensures reliable day-to-day operations, improved service responsiveness, and a structured path toward modernization while maintaining compliance with Florida statutes and the needs of public safety departments.

"We are extremely pleased with the transformation Corsica has brought to our IT operations. Their team has not only resolved our immediate technical challenges but has also given us a strategic roadmap for technology that supports our mission to serve our community effectively."

Peter Detmers | Director of IT
Edgefield County, South Carolina

Edgefield County, SC

Edgefield County, South Carolina, is a historically rich rural county known for its agricultural roots, legacy in gunsmithing, and as the birthplace of long-serving Senator Strom Thurmond, with a modest population and a traditional Southern culture shaped by farming, manufacturing, and ties to nearby Augusta.

Challenge

Edgefield County's internal IT team faced mounting technical debt and inconsistent response times when handling endpoint management, cybersecurity incidents, and Microsoft licensing updates.

Limited visibility into asset inventory and a lack of centralized IT processes led to delays in resolving critical issues—often taking over 2 weeks to fully triage and remediate problems.

Solution

By partnering with Corsica Technologies, Edgefield County gained access to a fully managed IT service desk, proactive endpoint monitoring, and compliance-focused cybersecurity protections.

Corsica's team deployed centralized tooling to give county leadership real-time insights and helped standardize IT workflows, improving their ability to anticipate and prevent disruptions.

Results

Within 90 days, Corsica stabilized Edgefield's IT infrastructure, reduced average ticket resolution times to under 3 business days, and significantly increased user satisfaction.

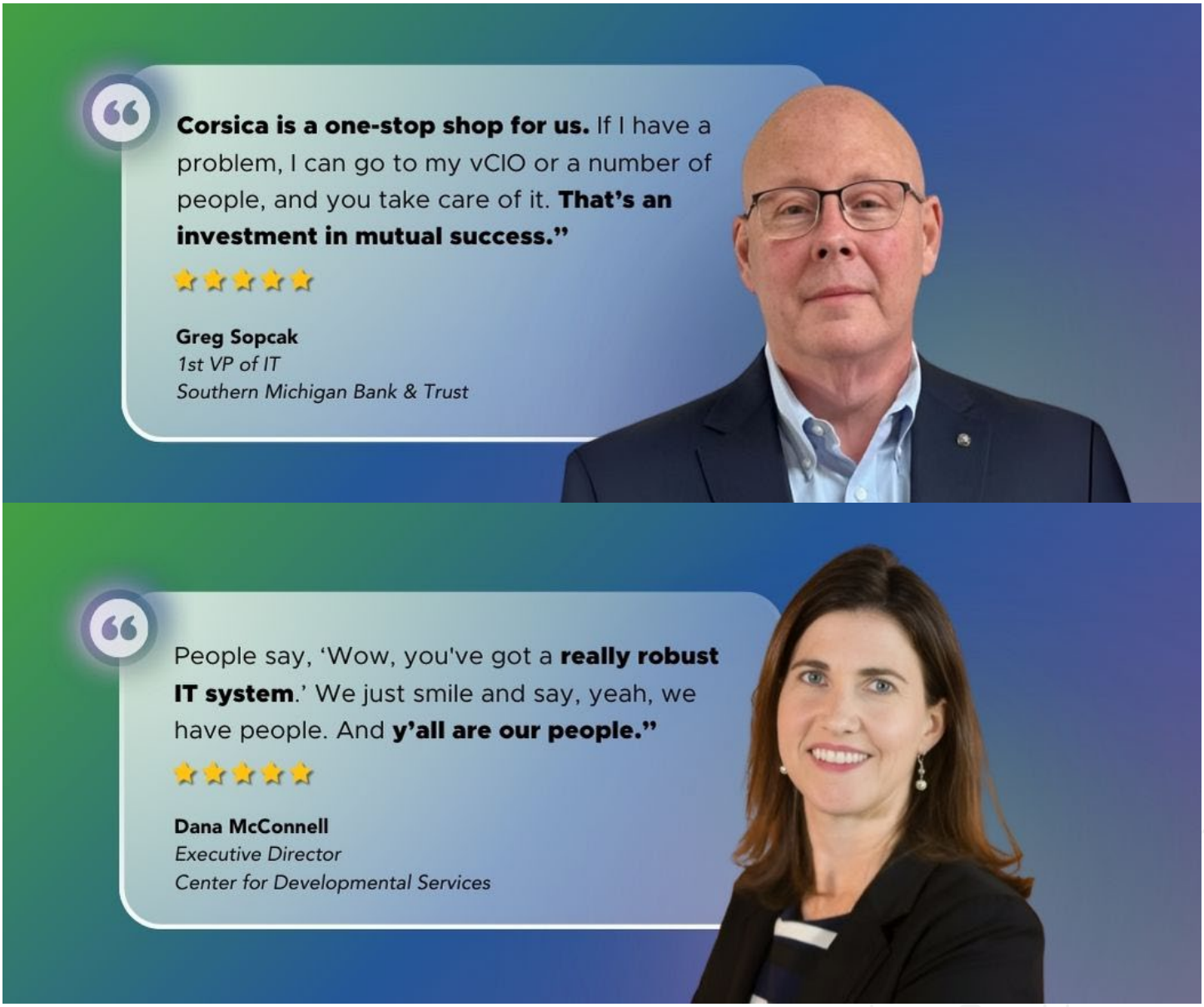
Their Microsoft environment was optimized for licensing efficiency, and cyber risk exposure dropped by over 40%, enabling the county to focus on core services with greater confidence.

References

Corsica Technologies is pleased to provide client references **upon request.**

To protect the time and confidentiality of our existing private and public-sector partners, we reserve reference disclosure for down-selection during the evaluation process.

Should Flagler Beach advance our proposal for further consideration, we will promptly supply contact information for relevant clients.



Part 3: Technical Approach & Methodology

Corsica Technologies delivers an integrated, all-inclusive service model that unites Helpdesk, Network Operations Center (NOC), and Security Operations Center (SOC) functions under a single, U.S.-based team.

Every element of this delivery model is included within the flat, $10,275/month agreement (unmetered, unlimited, and outcomes-driven) ensuring Flagler Beach's systems, users, and data are supported continuously without cost fluctuations.

A. Security Operations Center

Corsica's 24/7/365 Security Operations Center provides real-time threat detection, containment, and remediation across Flagler Beach's environment. We combine enterprise-grade tooling with human-led analysis to safeguard your users, endpoints, servers, and workloads.

Key SOC Capabilities:

- **SIEM Integration:** Ingestion and correlation of logs from firewalls, servers, and endpoints using advanced analytics and threat intelligence feeds.
- **Threat Detection & Response:** Continuous monitoring for suspicious activity, with automated and manual containment for compromised accounts or systems.
- **Vulnerability Management:** Routine scanning and prioritized remediation with trend reporting and executive summaries.
- **Incident Response:** End-to-end triage, communication, and containment, from initial detection through remediation.
- **Email Protection & Phishing Defense:** Advanced filtering, impersonation protection, and user reporting to reduce phishing, malware, and business email compromise risk
- **Security Awareness:** Phishing simulations and user training to strengthen human defenses.
- **Compliance Alignment:** Monthly/quarterly reporting structured to support frameworks such as SOC 2, ISO 27001, and NIST CSF.

Our SOC team is staffed by certified security analysts (CISSP, CEH, CompTIA Security+) who work directly with our NOC and Helpdesk teams for rapid, coordinated incident handling.

Corsica Technologies' vCISO will support Flagler Beach in developing a Disaster Recovery and Business Continuity strategy by assessing current risks, defining recovery priorities, and establishing a regular cadence for plan testing and updates. This includes clear documentation, staff readiness, and technology solutions to support rapid recovery and minimal disruption during unexpected events.

B. Network Operations Center

Corsica's **24/7/365 NOC** ensures that Flagler Beach's infrastructure remains secure, stable, and optimized for performance.

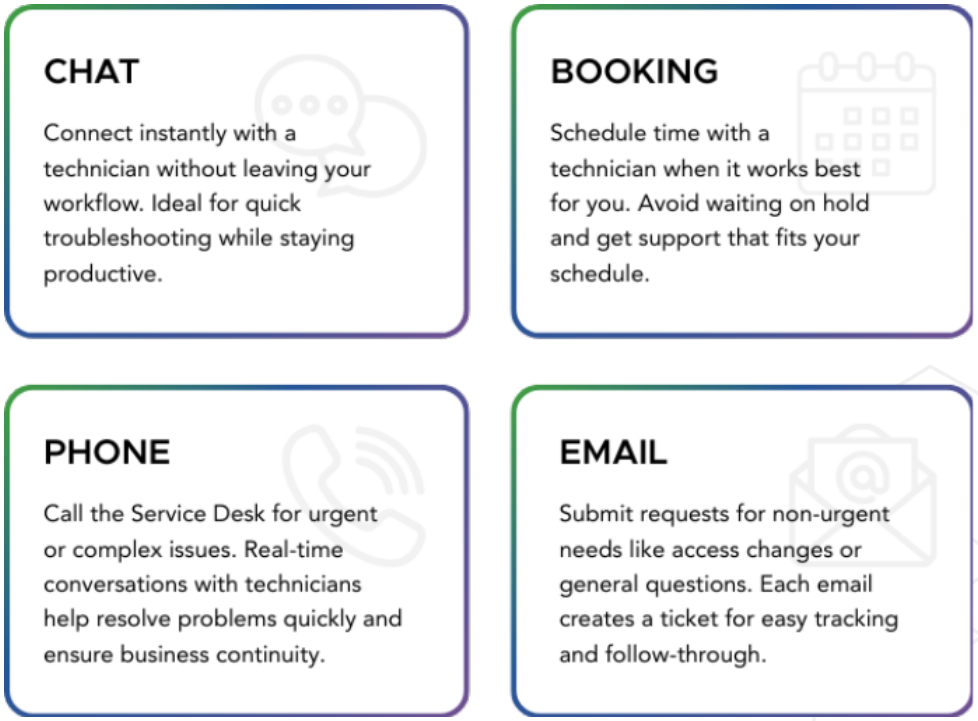
Key NOC Capabilities:

- **Continuous Monitoring:** Real-time health checks for all servers, virtual machines, and network devices.
- **Performance & Capacity Management:** Tracking of utilization, throughput, and error rates to prevent bottlenecks and downtime.
- **Patch & Firmware Management:** Regular deployment of updates to maintain stability and close vulnerabilities.
- **Proactive Remediation:** Automated and technician-led actions triggered by threshold breaches or alerts.
- **ISP & Vendor Coordination:** Direct escalation to internet providers or third-party vendors for incident resolution.
- **Uptime Assurance:** Metrics-driven monitoring aligned with Flagler Beach's SLA objectives for maximum system availability.

Our NOC team provides Flagler Beach with peace of mind: every server, switch, and access point is actively monitored and managed around the clock.

C. Helpdesk Services

Operating from 6 AM to 9PM ET, with after-hours escalation to our 24/7 team, our Helpdesk provides multi-channel access via phone, email, chat, or web portal.



Helpdesk Capabilities:

- **Tier 1–3 Support:** Rapid triage and resolution for all user, workstation, and application issues.
- **Cloud Administration:** Support for Azure, cloud-based servers, and backups

- **Identity & User Management:** Account provisioning, group management, and MFA configuration.
- **Onboarding & Offboarding:** Streamlined workflows for new hires and departures.
- **Device Support:** Full lifecycle support for desktops, laptops, and mobile devices across Windows and macOS platforms.
- **SLA-Backed Response:** Response and resolution commitments fully aligned with Flagler Beach's requested metrics.

D. Cloud & Infrastructure Management

Corsica Technologies will support the City of Flagler Beach's transition from its current hybrid, on-premises environment to a modern, cloud-enabled architecture. Today, the City operates VMware-hosted servers, on-prem Active Directory, and file services, alongside Microsoft 365 and Entra ID. Corsica will deliver a phased cloud strategy focused on reducing reliance on on-prem infrastructure, modernizing manual processes, and improving resiliency.

- **Microsoft 365 & Entra Management:** Ongoing administration, optimization, and security alignment of existing cloud and identity services
- **Infrastructure Migration:** Phased transition of on-prem systems (Active Directory, file servers, VMware workloads) to a cloud-hosted environment
- **Endpoint Modernization:** Replacement of manual patching and management processes with centralized, automated cloud-based tools
- **Backup & Disaster Recovery:** Implementation of a cloud-based solution to replace county-managed backup and recovery services

E. Governance and Reporting

Transparency is a cornerstone of our delivery model. Flagler Beach will receive structured reports and dashboards providing insight into performance, incidents, and improvements:

- SLA compliance and ticket volumes
- Security alerts and remediation actions
- Patch and backup success rates
- Endpoint and server performance trends
- Uptime statistics and availability metrics

Reports are delivered monthly, with summary dashboards accessible in real time through Corsica's client portal. These insights drive quarterly strategic reviews that link operational performance to business objectives — ensuring continuous alignment with Flagler Beach's priorities.

F. Strategic Guidance and Consulting

Corsica Technologies includes strategic consulting as a core component of our managed services, so that every IT decision supports your organization's long-term goals. This built-in guidance helps Flagler Beach proactively manage risk, plan for growth, and align technology investments with mission-critical outcomes.

Our approach includes:

- **Quarterly Strategic Reviews** led by your dedicated vCIO to assess progress, identify emerging opportunities, and adjust priorities.
- **A Comprehensive 3-Year Roadmap** that aligns technology initiatives with organizational objectives, encouraging scalability and resilience.
- **Budgeting and Forecasting Support** to help leadership plan for technology investments that maximize ROI and minimize risk.
- **Executive-Level Advisory** to assure technology strategy is fully integrated with business strategy, compliance requirements, and operational efficiency.

Your vCISO (Chief Information Security Officer) will complement this by:

- **Overseeing Cybersecurity Strategy** to maintain a strong security posture aligned with best practices and regulatory standards.
- **Disaster Recovery and Business Continuity Planning** with regular reviews and updates to safeguard operations against disruptions.
- **Providing Ongoing Security Consultation** to adapt to evolving threats and compliance mandates.

Together, these roles work with Flagler Beach as a trusted partner for both tactical execution and strategic vision to help leadership make confident, future-focused decisions.

G. Asset Management

Corsica Technologies will provide structured, practical asset management services aligned to the City of Flagler Beach's current environment and operational needs. The City maintains an existing asset inventory and manages procurement internally through CDW-G. Corsica will focus on maintaining accuracy, improving visibility, and integrating asset data into daily support operations without introducing unnecessary complexity.

- **Asset Inventory Management:** Ongoing tracking and maintenance of all endpoints, servers, and network equipment with accurate ownership, location, and status
- **Lifecycle Visibility:** Monitoring of device age, warranty status, and refresh planning to support proactive lifecycle decisions
- **Spare Device Management:** Tracking and management of available spare inventory to support rapid replacement and minimize downtime
- **Reporting & Integration:** Clear reporting of asset status and lifecycle data, integrated with support workflows for improved efficiency and decision-making

H. Partnership Philosophy

Our guiding principle is simple: make it easy for Flagler Beach to succeed.

Every element of Corsica's model — unmetered support, predictable pricing, and flexible delivery — is designed to reduce friction and empower your team. We believe technology should enable growth, not create barriers.

Corsica brings:

- A **"can-do" culture** rooted in accountability and collaboration.
- **U.S.-based experts** who take ownership of results, not just tickets.
- **Scalable services** that grow with your organization, without complexity or cost escalation.

When Flagler Beach partners with Corsica, you gain a single, trusted team that protects your infrastructure, supports your people, and aligns IT operations with business strategy — every hour of every day.

Part 4: Staffing Plan and Key Personnel

Flagler Beach will be assigned a dedicated vCIO and Account Representative during onboarding, supported by an Executive Sponsor to ensure alignment at both the operational and strategic levels. Corsica will conduct structured internal and external kickoff sessions to facilitate a smooth transition from initial discovery through steady-state operations, establishing clear communication channels, expectations, and governance processes from day one.

Behind these dedicated resources, Corsica leverages a team of approximately 200 technical professionals to provide depth and continuity of support. Service requests are intelligently routed to prioritize rapid response first, followed by technician familiarity, ensuring that whenever possible, tickets are handled by engineers who understand the City's environment without compromising resolution time. This balanced approach delivers both efficiency and continuity, providing Flagler Beach with a responsive, accountable partnership backed by a scalable technical organization committed to long-term success.

Personnel

Brian Harmison, Chief Executive Officer

Brian Harmison is the CEO of Corsica Technologies, a leading cybersecurity and IT solutions provider, with over 20 years of experience in technology. He has held key leadership positions in renowned technology companies, specializing in software, IT strategy, cybersecurity, and managed services. He has led multiple companies to successful acquisitions and is known for fostering growth through strong leadership, strategic structure, and a culture of ownership.

His vision has driven Corsica Technologies' growth and transformation, making it a trusted partner for IT solutions and cybersecurity services. Through collaboration, mentorship, and team development, Brian positions Corsica Technologies for continued success and innovation in IT and cybersecurity.

Phone: (260) 215-9320 | Email: bharmison@corsicatech.com

Peter Rodenhauser, Chief Operating Officer

Peter Rodenhauser is the Chief Operating Officer (COO) at Corsica Technologies and serves as the executive sponsor for Flagler Beach. In this role, he will be readily available should you ever need his support.

Peter has a proven history of building and leading dynamic teams to develop technology solutions that foster long-term Client relationships. With over two decades of experience in Professional and Managed Services, he has worked extensively with enterprise and mid-market clients, helping shape strategic visions and delivering optimal outcomes for consulting and implementation engagements.

Peter's expertise encompasses data integration, security, management, and analytics, with a unique ability to dive deep into technical challenges while balancing business strategy. His leadership roles at OpenText and Liaison Technologies focused on managing global professional services, driving Client implementation strategies, and overseeing M&A activities, making him adept at handling complex business transformations.

As your executive sponsor, Peter will ensure alignment with your business goals and provide strategic oversight, ensuring a seamless partnership between Flagler Beach and Corsica.

Phone: (440) 290-4558 | Email: prodenhauser@corsicatech.com

Meghan Edwards, Account Executive

With over a decade of experience delivering exceptional client outcomes, Meghan Edwards brings Flagler Beach a strong foundation in relationship management, problem-solving, and cross-functional coordination. Known for her clear communication and client-first approach, Meghan has supported organizations across industries in navigating complex software adoptions and IT initiatives with confidence and clarity. As your primary point of contact, Meghan is dedicated to understanding your team's unique priorities and ensuring a responsive, transparent, and collaborative partnership every step of the way.

Phone: (703) 977-4015 | Email: medwards@corsicatech.com

Sarah Benz, Vice President of Client Success

With over 20 years of experience in consulting and leadership, Sarah Benz serves as the Director of Client Success at Corsica Technologies, one of the world's premier managed services providers. In this role, Sarah leads a team of Virtual Chief Information Officers (vCIOs) dedicated to delivering strategic guidance and fostering long-term partnerships with Corsica's managed clients. Sarah is here to support your organization in achieving its strategic goals and desired outcomes, always available to jump in and assist where needed.

Sarah is passionate about ensuring that clients receive exceptional experience through meticulous strategic planning, well-executed quarterly business reviews (QBRs), and fostering trust and reliability as a long-term IT partner. Her team's focus includes IT and cybersecurity management, security assessments and consultations, digital transformation initiatives, and professional services. Acting as trusted advisors, her vCIOs provide the same level of guidance as a conventional CIO—helping clients formulate strategic IT goals, plan their IT budgets, and implement forward-thinking solutions to enhance their business operations.

Phone: (260) 344-4494 | Email: sbenz@corsicatech.com

John Joyner, Senior Director of Technology

John Joyner is a Microsoft MVP and Senior Director of Technology at Corsica Technologies. With deep expertise in Microsoft technologies and enterprise IT strategy, John is dedicated to delivering innovative, secure, and scalable solutions tailored to meet Flagler Beach's unique business needs. He specializes in Microsoft 365, cloud architecture, endpoint management, and security integration, bringing both strategic insight and hands-on technical leadership to help organizations modernize their environments and maximize the value of their technology investments.

As a recognized Microsoft MVP, John stays at the forefront of emerging technologies and evolving best practices, ensuring that Flagler Beach benefits from forward-thinking guidance and proven solutions. His experience includes leading cloud transformation initiatives, optimizing collaboration platforms, and aligning technology roadmaps to business priorities. With a collaborative and outcomes-driven approach, John serves as a trusted advisor who helps organizations strengthen security posture, improve operational efficiency, and achieve long-term digital transformation goals.

Email: john.joyner@corsicatech.com

Ross Filipek, Chief Information Security Officer

Ross Filipek is the Chief Information Security Officer (CISO) at Corsica Technologies. With extensive experience in cybersecurity, Ross is dedicated to providing top-notch consulting services to Flagler Beach. Ross specializes in developing and implementing comprehensive security strategies tailored to meet the unique needs of each client.

Ross's expertise includes conducting thorough security assessments, identifying potential vulnerabilities, and recommending effective solutions to mitigate risks. By staying up-to-date with the latest industry trends and best practices, Ross will provide Flagler Beach with the most current and effective cybersecurity advice.

Under Ross's guidance, Flagler Beach will benefit from enhanced security measures that protect their digital assets and ensure compliance with industry standards and regulations. Ross's proactive approach and commitment to cybersecurity excellence make him a trusted advisor and valuable partner in safeguarding Flagler Beach's information systems and data.

Phone: (855) 411-3387 | Email: rfilipek@corsicatech.com

Transition

Corsica Technologies executes every onboarding through a structured, low-risk process that delivers full operational readiness within 45 days or less. Our objective is to have Flagler Beach's users, devices, servers, and cloud workloads fully monitored, supported, and protected with no service disruption.

Our onboarding model emphasizes expectation-setting, communication discipline, and close coordination with both the City's leadership and the outgoing provider. This approach accelerates stabilization while maintaining accuracy, transparency, and security.

Onboarding RACI Chart

Description	Corsica Technologies	Client	Both	Outgoing Provider
Kick-off Meeting			X	
Designated Point of Contact		X		
Outgoing Provider Transition Meeting	X			X
Account Creation (for environment access)		X		X
Account Creation (for client)	X			
Recurring Onboarding Meetings			X	
Provide Existing Documentation/Runbook		X		X
Schedule Onboarding Tool Deployment				X
Corsica Portal Training/Utilization Overview	X			
Onboarding Wrap Up/Steady-State Support	X			

Phase 1: Alignment & Access (Weeks 1–2)

Goal: Establish shared expectations, secure access, and baseline visibility.

Key Activities

- Kick-off with Flagler Beach leadership and IT contacts to confirm scope, success metrics, and communication cadence.
- Collect and validate network, server, and endpoint inventories.
- Define escalation paths, priority levels, and service-reporting preferences.
- Provision secure connectivity for Corsica's RMM, SIEM/XDR, and ticketing systems.
- Assign dedicated Corsica onboarding manager and client success lead.

Outcome: Clear roadmap, validated environment map, and live administrative access for Corsica's tooling stack.

Phase 2: Tooling Deployment & Monitoring Activation (Weeks 3–4)

Goal: Deploy Corsica's unified technology stack and bring the environment under active observation.

Key Activities

- Install RMM and SIEM agents on endpoints, servers, and network devices.
- Configure monitoring thresholds, patching policies, and alert workflows.

- Integrate existing ticket queues and configure the client portal.
- Validate Azure connectivity, backup verification, and security baselines.
- Begin live 24/7 monitoring through Corsica's SOC and NOC.

Outcome: All critical infrastructure monitored in real time; first-response and escalation workflows tested and operational.

Phase 3: Operational Go-Live & Optimization (Week 5–6)

Goal: Transition to steady-state operations and refine performance.

Key Activities

- Official go-live of Helpdesk, SOC, and NOC services under agreed SLAs.
- Communicate support procedures to all Flagler Beach staff.
- Review initial incidents and fine-tune thresholds, patch schedules, and response actions.
- Deliver first monthly service report and hold post-launch review meeting.
- Document forward-looking improvement and roadmap items.

Outcome: Full operational hand-off completed within **45 days**, ensuring seamless continuity and measurable service performance.

Ongoing Partnership

Following onboarding, Corsica's account and operations teams maintain a consistent cadence of engagement:

- **Monthly Service Reviews** – incident trends, SLA performance, and ticket analytics.
- **Quarterly Business Reviews (QBRs)** – strategic planning, security posture updates, and future initiatives.
- **Continuous Improvement** – proactive tuning, policy refinement, and roadmap alignment.

Corsica's process is purpose-built to make onboarding frictionless and partnership effortless, transforming the RFP requirements into a live, dependable service experience within 45 days.

Part 5: SOC/NOC Capabilities

Corsica Technologies delivers integrated Security and Network Operations capabilities without silos, giving the City of Flagler Beach a unified support experience across all systems. Rather than separating SOC, NOC, and helpdesk functions, Corsica provides a single view of the environment that allows alerts, containment, remediation, and resolution to move through one coordinated process. Incidents are handled from start to finish by aligned teams, reducing delays, eliminating handoffs, and avoiding unnecessary involvement from City staff.

Core capabilities include:

- **Unified Monitoring & Response:** Centralized visibility across endpoints, identity, network, and cloud systems with coordinated alert handling and escalation

- **Threat Detection & Incident Response:** Continuous monitoring across endpoints, identity, and network activity leveraging EDR, MDR and SIEM capabilities, with rapid containment and coordinated remediation
- **Vulnerability & Risk Management:** Ongoing scanning, alert triage, and prioritization of remediation activities to reduce risk exposure
- **Integrated Support Model:** SOC, NOC, and helpdesk teams operate together to resolve issues end-to-end without delays or ownership gaps

Corsica's Network Operations Center (NOC) supports this approach by delivering real-time monitoring and management of infrastructure and system performance across all City locations. The team maintains visibility into servers, networks, and evolving cloud services, allowing issues that affect availability or user productivity to be identified and resolved quickly.

NOC capabilities include:

- **Infrastructure Monitoring:** Oversight of VMware servers, network devices, and cloud services
- **Network Performance Management:** Monitoring and support for Fortinet and Meraki environments across all sites
- **Issue Identification & Resolution:** Rapid detection of outages or degradation with coordinated response aligned to SLA expectations
- **Operational Continuity Support:** Ongoing system health monitoring to support day-to-day operations and public safety needs

Part 6: Helpdesk and Support Model

At Corsica Technologies, service management is not just about ticket resolution: it's about delivering measurable, predictable outcomes across every layer of IT operations. Our integrated Service Desk, Network Operations Center (NOC), and Security Operations Center (SOC) operate as a single, unified system to ensure 24/7 visibility, proactive issue prevention, and rapid incident response. Utilizing best-in-class service management and ITIL compliant tools coupled with workflow processes based on ITIL standards, we can deliver predictable results that ensure compliance with our service level commitments to you.

Our approach gives Flagler Beach complete operational coverage all under one flat, unmetered agreement. No additional fees for growth, ticket volume, or after-hours support.

SLA Development and Approach

We establish service expectations collaboratively during onboarding, tailoring response and resolution objectives to align with Flagler Beach's business hours, risk tolerance, and uptime requirements.

Corsica's model emphasizes proactivity and accountability, with a single escalation path across SOC, NOC, and Helpdesk. Every alert or ticket is routed to the most qualified resource from the start, reducing handoffs and downtime.

Our core commitments:

- **Unified Ownership:** Every incident is tracked end-to-end, from alert to resolution, within a single ITSM platform.
- **Integrated Response:** SOC and NOC teams work in tandem to detect, contain, and resolve issues across infrastructure and security domains.
- **Client Alignment:** SLAs are defined in partnership with Flagler Beach to ensure they reflect operational priorities, not arbitrary timeframes.

Service Level Objectives (SLAs)

Our service objectives are designed to meet or exceed Flagler Beach's defined targets for response and resolution.

Priority	Assign Within	Respond Within	Minimum Communication
Critical	15 Minutes	30 Minutes	2 calls per day
Urgent	30 Minutes	1 Hour	1 call per day
Standard	2 Hours	4 Hours	1 call per day

All SLAs are tracked automatically within our ticketing system, with live dashboards available to Flagler Beach's designated contacts.

Onsite Support

Unlike many MSSPs that operate purely remotely, Corsica provides onsite support when needed, ensuring that Flagler Beach has access to hands-on IT and security expertise. Whether it's for incident response, hardware troubleshooting, network upgrades, or executive-level strategy sessions, we offer a personalized, high-touch experience that remote-only providers simply can't match. Our onsite teams work as an extension of Flagler Beach's internal IT staff, providing proactive services that go beyond just remote monitoring.

Monitoring and Transparency

Corsica's integrated technology stack (RMM, SIEM/XDR, and ITSM) delivers full visibility into system health, alerts, and ticket performance.

- **24/7/365 Monitoring:** Continuous observation of servers, endpoints, and networking devices through our NOC and SOC.
- **SIEM and Threat Detection:** Centralized log ingestion and correlation across all systems.
- **Real-Time Alerts:** Automated escalation to technicians when thresholds or anomalies are detected.
- **Client Portal Access:** Flagler Beach will have on-demand visibility into tickets, SLAs, security alerts, patch status, and reporting metrics.

Our operations centers work as a single ecosystem, ensuring that a network issue at midnight or a security alert at noon receives the same immediate, qualified response.

Review & Continuous Improvement

Corsica operates on a philosophy of continuous improvement — every ticket, incident, and event becomes an opportunity to learn and optimize. Upon the closure of every ticket, customers are sent a survey to provide feedback. Additionally, we run a quarterly NPS survey. Average CSAT is 98% and NPS is consistently at 40.

- **Monthly Service Reviews:** Highlight incident trends, response metrics, and open action items.

- **Quarterly Business Reviews (QBRs):** Strategic reviews covering uptime, SLA adherence, project updates, and roadmap planning.
- **Root Cause Analysis (RCA):** Conducted for any recurring or critical incidents to identify and address systemic issues.
- **Adaptive SLAs:** Adjusted over time to ensure alignment with evolving business needs or growth.

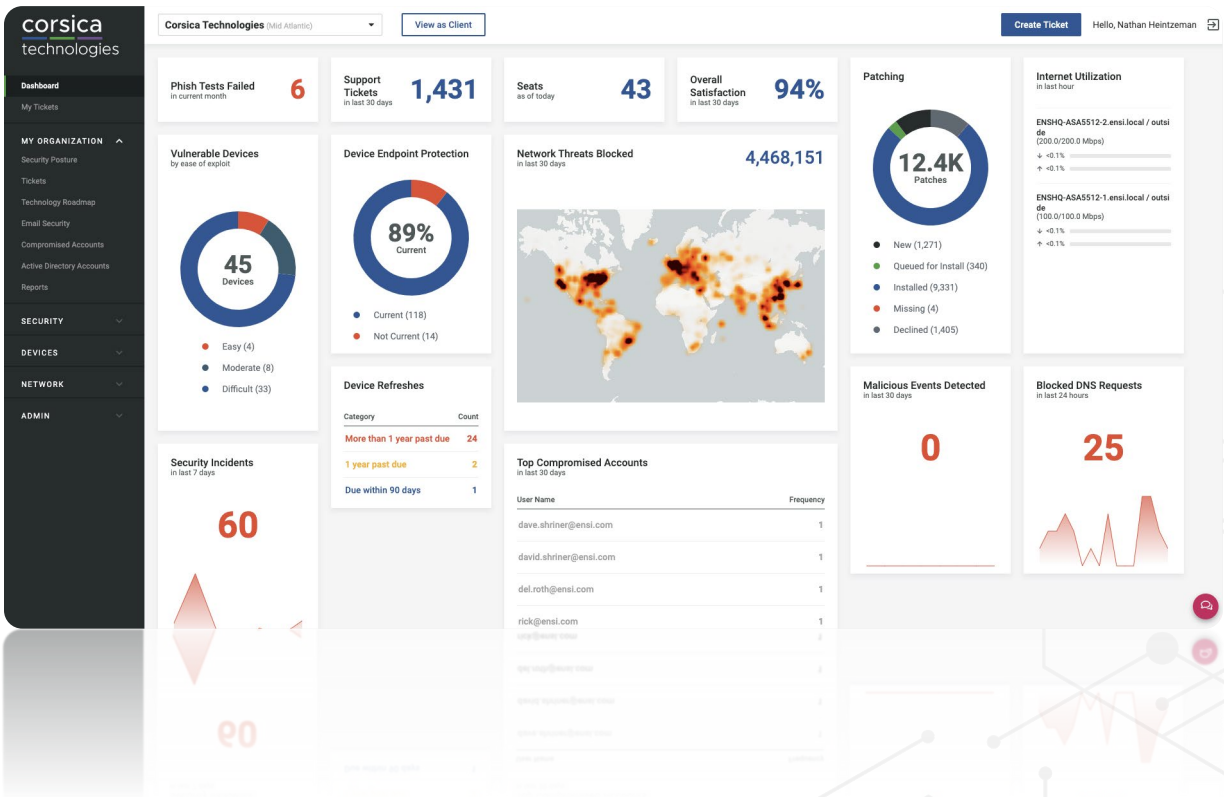
This feedback loop ensures that Flagler Beach's environment continuously improves — not just stays operational.

Service Reporting

Transparency is built into Corsica's culture. Flagler Beach will receive comprehensive reporting and dashboard access showing:

- **SLA compliance by incident priority**
- **Ticket volumes and resolution trends**
- **Endpoint, server, and network health metrics**
- **Security event summaries and containment actions**
- **Patch, backup, and performance compliance data**

All reports can be exported or reviewed jointly during QBRs. Our account management and vCIO teams ensure these insights translate into actionable improvements, budget alignment, and risk reduction.



With Corsica, Flagler Beach gains a true extension of its IT organization: 24/7 operational control, transparent reporting, and unmetered access to every layer of technical expertise. Our service management model is designed to make partnership simple, communication clear, and outcomes measurable.

Part 7: Pricing Structure

Corsica Technologies proposes an all-inclusive, flat monthly pricing model for SOC, NOC, and Helpdesk services that provides simplicity, predictability, and scalability for the City of Flagler Beach. Pricing is structured based on contract term to support the City's evaluation of one-year, three-year, and five-year agreements:

- 1-Year Agreement: $13,870 per month
- 3-Year Agreement: $10,275 per month
- 5-Year Agreement: $9,420 per month

This monthly rate is comprehensive, covering all in-scope services without limitations. It is unlimited and unmetered, with no per-user, per-device, or per-ticket charges, and no increases tied to fluctuations in users, endpoints, or ticket volume.

Corsica's goal is to provide a straightforward engagement model that allows the City to budget with confidence while supporting ongoing growth, modernization, and evolving operational needs without unexpected cost adjustments.

All-Inclusive Monthly Investment

For **$10,275/month** (or **$123,000 annually**), Corsica provides:

- **24/7/365 Security Operations Center (SOC):** Real-time threat detection, SIEM correlation, vulnerability management, and incident response.
- **24/7/365 Network Operations Center (NOC):** Continuous monitoring of servers, network devices, and Azure workloads with proactive remediation and vendor coordination.
- **Full Helpdesk Coverage:** Tier 1–3 support for all users from 6 AM–9 PM ET with 24/7 escalation.
- **Cloud & Infrastructure Management:** Platform monitoring, M365 administration, patching, and performance optimization.
- **Backup, Recovery, and Endpoint Protection:** Continuous verification of backups and endpoint health, including managed EDR.
- **Reporting & Governance:** Monthly performance dashboards, quarterly business reviews, and compliance-aligned reporting.
- **All Tooling Included:** RMM, SIEM/XDR, ticketing, and monitoring systems (fully managed by Corsica).

There are no onboarding costs and no per-user or per-device fees. Every service and tool required to meet the RFP scope is built into this single, fixed rate.

Key Benefits of Corsica's Pricing Model

- **Unmetered & Unlimited:** No extra cost for added users, devices, or ticket volume.
- **No Onboarding Fee:** Transition and setup included.
- **Fixed Monthly Rate:** Predictable budgeting with no hidden fees or hourly billing.
- **All Tools Included:** RMM, SIEM/XDR, backup, and endpoint protection.
- **Scalable Partnership:** Rate only reviewed if the environment expands by 1.5× or more.

Corsica's flat-rate model eliminates complexity and surprises. For Flagler Beach, it means one predictable number each month covering everything from the first login issue of the day to the most critical after-hours alert.

Part 8: Exceptions & Deviations

Corsica Technologies has reviewed the City of Flagler Beach's RFP and Addendum No. 1 and has aligned this proposal to meet the stated requirements. At this time, Corsica does not identify any material exceptions or deviations to the scope of services as defined.

Services described within this proposal reflect a comprehensive managed services and security engagement. For activities outside the scope of standard managed services, such as large-scale migrations, infrastructure redesigns, or hardware refresh initiatives, Corsica will provide guidance and consulting as part of the engagement. Any associated project labor and material expenses will be scoped and priced separately on a Time & Materials or mutually agreed fixed-fee basis.

corsica
technologies

Your MSP should never penalize you for growth.

You deserve an MSP who acts like a true partner. That's why we offer predictable monthly billing and comprehensive services on flexible, unmetered plans.

- **IT + Cybersecurity**
- **Data Integration + EDI**
- **AI + Digital Transformation**

Why others choose Corsica for technology services.

Too many managed service providers (MSPs) fail to deliver real value. They only offer bits and pieces, but we've got the whole package.

- Easy to work with
- True all-inclusive pricing
- Great people + expertise
- Bundled IT services + security
- EDI + data integration
- Cybersecurity service guarantee

4.7/5 Google
38+ reviews

5/5 cloudtango
33+ reviews

4.5/5
21+ reviews

98%
CSAT score

Thank you for your partnership!

Thank you for choosing to partner with Corsica.

We are excited about the opportunity to collaborate with companies that share our vision for innovation and success. Your interest in joining forces with us is greatly appreciated, and we are confident that this partnership will bring mutual benefits to both our organizations.

Please feel free to reach out if you have any questions. We are here to assist you in any way we can and look forward to a prosperous relationship.

Together, let's create a brighter future for all of us.

Warm regards,

The Corsica Team
www.corsicatech.com
855-411-3387

corsica technologies

City of Flagler Beach

Information Technology (IT) Managed Services & Strategic Support

RFP Number FB-26-2005 | **Submission Date: May 20, 2026**

Submitted To:	Submitted By:
City of Flagler Beach Attn: City Clerk 105 S. 2nd Street Flagler Beach, FL 32136 (386) 517-2000 ext. 233	**iVenture Solutions** Joshua Carlson *Business Development Executive* JCarlson@iventuresolutions.com (407) 960-4580 (Direct) (260) 579-2161 (Mobile)

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Letter of Transmittal

May 20, 2026

City of Flagler Beach Evaluation Committee

Attn: City Clerk

105 S. 2nd Street

Flagler Beach, FL 32136

Dear Evaluation Committee,

iVenture Solutions appreciates the opportunity to respond to RFP FB-26-2005 for Information Technology Managed Services and Strategic Support. We have reviewed the RFP, all three Addenda, and the responses to vendor questions issued May 13, 2026. Our proposal addresses every section of the required response format and is organized to mirror the RFP exactly.

What we heard

The City supports approximately 137 users across 12 sites — including 16 Fire, 20 Police, and 101 Other staff — and is transitioning out of an interlocal agreement with County IT. The environment runs primarily on-premises (VMware with nine virtual machines, Hybrid AD with Microsoft 365 G3, Mitel VoIP, BSA Cloud, Laserfiche, Point and Pay, CAD, and SCADA at the water treatment plant with another coming online at the wastewater plant). Public Safety systems are segregated, MFA is fully enforced, and the City is preparing for its next CJIS audit in FY27. The vCIO needs a five-year cloud and continuity roadmap, ticket resolution time and program integration are the two pain points named most often, and the City requires the incoming vendor to provide its own ticketing platform.

How iVenture will deliver

iVenture is a Florida-based Managed Services Provider with twenty-five years of operating history, more than 200 employees, and a delivery model built specifically for municipalities. Each client receives a Dedicated Service Team of 10–12 specialists — a Principal Consultant (vCIO), Account Manager, Team Lead, Systems Engineers, and Onsite Engineers — backed by a 24x7 engineer-answered First Response Team, a 24x7 Security Operations Center (SentinelOne Complete), and a dedicated Onboarding Team for the first ninety days. Our average Help Desk response time is approximately 32 seconds, and roughly 60 percent of tickets are resolved in under twenty minutes.

For Flagler Beach, we will operate a true co-managed model that respects the IT Coordinator's retained responsibilities (BSA Business SaaS, Mobile Device Management, on-site escalation during working hours, and public records requests), and we will absorb everything else: helpdesk and end-user support, infrastructure and cloud, cybersecurity, strategic IT leadership, asset management and procurement, and business continuity and disaster recovery. We will provide our PSA and ticketing platform, retain and operate SentinelOne and Veeam where it makes sense, develop the City's formal Incident Response Plan, define documented RPO and RTO, and partner with the IT Coordinator on a phased five-year cloud migration.

Security, CJIS, and continuity

All iVenture personnel supporting Police systems complete FBI fingerprint-based background checks and maintain FDLE CJIS Security Awareness (Level 4) training prior to access. Our controls are aligned to the CJIS Security Policy, NIST CSF, and CIS Controls — EDR/ITDR on servers and endpoints, SIEM with 90-day hot and 365-day archived log retention, monthly vulnerability scanning with critical findings remediated within 15 days, immutable Veeam backups, and quarterly documented restore testing. Our hurricane and storm continuity runbooks are built around Florida's reality, including the City's two-site water and wastewater SCADA environment.

Service levels and accountability

iVenture will meet or exceed the SLA targets in RFP §V: Critical incidents within one hour, High within two hours, Medium within four hours, and Low within one business day. For incidents affecting more than 30 percent of users — the threshold called out in Addendum No. 3 — the IT Coordinator will be informed immediately and kept current with written status updates through resolution. Every month, leadership will receive a KPI report covering ticket volumes, SLA performance, patch and backup status, and security posture. Every quarter, the vCIO leads a roadmap session that forecasts costs and risks.

Transition timing

We are prepared to begin transition between September 1 and September 30, 2026 (pending Commission approval on July 9). Our standard 0–30 / 31–60 / 61–90 day plan stabilizes the environment, hardens controls, and produces a costed three-year roadmap by the end of the ninetieth day, with the five-year cloud migration plan delivered during the first quarterly vCIO session.

On behalf of iVenture, I am authorized to make representations and negotiate the terms of this proposal. We welcome the opportunity to present in person and to provide any additional documentation the City may require.

Sincerely,

Gray Mabry

Chief Executive Officer, iVenture Solutions

Authorized Representative & Main Point of Contact:

- **Joshua Carlson** — Business Development Executive
- JCarlson@iventuresolutions.com | (407) 960-4580 direct | (260) 579-2161 mobile

Acknowledgment of Addenda

iVenture Solutions hereby acknowledges receipt of all addenda issued in connection with RFP FB-26-2005. We have incorporated all clarifications, environment details, and revised guidance from the addenda into this response. Below is the formal acknowledgment record.

Addendum	Date	Acknowledged
No. 1	On record with City	Received and incorporated
No. 2	On record with City	Received and incorporated
No. 3	May 13, 2026	Received and incorporated — environment details, current toolset (ConnectWise, SentinelOne, Veeam), user count (137), site count (12), VMware/9 VMs, M365 G3 Hybrid AD, line-of-business apps, transition window (Sep 1–30, 2026), and clarified scope

It is iVenture's responsibility to confirm receipt of all addenda. We have done so, and this entire response reflects the City's published clarifications.

Section 1 — Company Overview

This section addresses RFP §VII.1 (Company Overview) and provides the foundational information about iVenture Solutions, our Florida operations, legal status, and capacity to deliver the services contemplated by this RFP.

1.1 Firm Profile

Legal Name	iVenture Solutions, LLC
Founded / Incorporated	October 1, 2000 — State of Florida (25 years in operation)
Legal Status	Florida-based privately held LLC. Neither a parent nor a subsidiary; single privately held entity.
Headquarters Office	11208 Blue Heron Blvd North, Suite 200, St. Petersburg, FL 33716 | (727) 532-0603
Office Performing the Work	Primary servicing offices for Flagler County: Orlando (1901 Summit Tower Blvd, STE 310, Orlando, FL 32810) and St. Augustine (4900-B US Highway 1, STE 260, St. Augustine, FL 32095). On-site delivery resources will be staged from both locations for redundancy.
Total Employees	Approximately 200, of which ~180 are technical staff. All are W-2 employees who have passed criminal background checks; no contractors or interns are used to deliver client work.
Florida Offices	Jacksonville, St. Augustine, Orlando, and St. Petersburg / Tampa Bay
Geographic Reach	Statewide on-site delivery across Florida; national remote capabilities. No offshore staff. No offshore work product (consistent with the City's background-check requirement in Addendum No. 3).
Florida Licensure	Duly licensed and authorized to conduct business in the State of Florida. Copies of current licenses and certificates are on file and provided upon request.
Audit & Compliance Posture	SOC 2 Type II audited; service delivery aligned to NIST CSF and CIS Controls; CJIS-ready (FBI fingerprint background checks and FDLE CJIS Security Awareness Level 4 for staff with PD access); CMMC 2.0 readiness for clients with federal contracting requirements.

1.2 Why a Florida MSP, and Why iVenture

Flagler Beach is a Florida coastal municipality with all of the realities that implies: hurricane season, peak-season workload swings, a public safety footprint that punches above the City's resident headcount, and a small in-house IT function that needs an external partner who can amplify rather than replace it. iVenture is Florida-born, Florida-headquartered, and Florida-operated. Our delivery teams know the road, know the weather, know

the CJIS auditors, and know what it means to keep a Police Department running through an evacuation order. We do not staff this work from out of state, and we do not staff it offshore.

In addition to geography, three structural choices shape how we serve municipalities:

- **Dedicated Service Team model.** Every client receives 10–12 named engineers and account leaders who know the environment. The City will not be passed through a generic call center.
- **Engineer-answered Help Desk.** Real engineers pick up the phone — average response is approximately 32 seconds, and roughly 60 percent of tickets are resolved in under 20 minutes by the First Response Team before they ever need to escalate.
- **Non-commissioned vCIO.** Our Principal Consultants are not paid on sales; their incentive is the City's outcome. The vCIO to client ratio is roughly 20:1 versus an industry average closer to 100:1, which is the difference between a real strategic relationship and a quarterly drive-by.

1.3 Service Catalog Aligned to RFP §III

iVenture's service catalog covers the full Scope of Services described in the RFP. The table below maps RFP §III scope items to iVenture's named service lines.

RFP §III Scope Item	iVenture Service Line / How We Deliver
Helpdesk & End-User Support	First Response Team (Service Desk 24/7/365 for emergency personnel; business hours live-answer for all other users), Tier 2/3 escalation to the Dedicated Service Team, on-demand onsite dispatch.
Infrastructure Support	Server Management, Network Management, Virtualization (VMware), SAN/Storage, on-prem systems administration. Hardware/software asset management with serials and warranty tracking.
Cloud Services	Microsoft 365 and Entra ID administration, Hybrid Active Directory operations, Azure platform support, cloud migration project services (phased 5-year plan), tenant hardening, backup of M365 data.
Cybersecurity Services	EDR (SentinelOne Complete) with 24x7 SOC, ITDR, SIEM (90-day hot / 365-day archive log retention), monthly vulnerability scanning, MFA enforcement and lifecycle, annual security awareness training with metrics, written Incident Response Plan and runbooks.
Strategic IT Leadership	Principal Consultant (vCIO) with non-commissioned compensation. 3-year and 5-year IT roadmap, costed lifecycle calendar, risk register, and annual strategic plan review with the IT Coordinator.
Asset Management & Procurement	Inventory and CMDB upkeep, lifecycle and refresh planning (3–5 year endpoint refresh standard, aligned to the City's policy noted in Addendum No. 3), procurement assistance, secure wipe/disposition workflows.
Business Continuity & DR	Backups and DR using Veeam (retained from current environment), immutable backups, monthly and quarterly documented restore testing, defined RPO/RTO (to be established during onboarding), hurricane runbooks.

1.4 Compliance with RFP §VI Minimum Qualifications

Minimum Qualification	Status	Evidence
Minimum 5 years providing managed IT services	**Met**	25 years (since October 1, 2000)
Experience supporting municipal or government entities (preferred)	**Met**	Town of Oakland, Town of Windermere, multiple PDs, public-sector references in Section 2
Adequate staffing levels with relevant technical certifications	**Met**	200 employees / ~180 technical, Microsoft, VMware, Cisco, Fortinet, CompTIA, HDI
CJIS compliance/certification for access to Police Department systems	**Met**	FBI fingerprint background checks, FDLE CJIS Security Awareness Level 4
Authorization to conduct business in the State of Florida	**Met**	Florida LLC; licenses on file and available on request

1.5 Insurance and Risk

iVenture maintains insurance that meets or exceeds typical municipal requirements: Commercial General Liability, Workers' Compensation and Employer's Liability, Automobile Liability, Professional Liability / Errors & Omissions, and Cyber Liability. Certificates of Insurance naming the City of Flagler Beach as an additional insured will be furnished upon request and prior to contract execution.

1.6 Office and Local Delivery for Flagler Beach

Primary servicing offices for the City of Flagler Beach are St. Augustine and Orlando. Both are within reasonable drive distance for same-day onsite dispatch, including the City's 12 sites and the geographically dispersed water treatment plant noted in Addendum No. 3. Onsite professionals are based in St. Augustine, Orlando, and the greater Jacksonville and Tampa Bay regions, which gives us redundant coverage for storm response and surge events. The City's IT Coordinator will have direct lines to the Dedicated Team, the vCIO, and our after-hours on-call rotation.

Section 2 — Relevant Experience & References

This section responds to RFP §VII.2 (Relevant Experience & References) and is one of the two highest-weighted scoring categories (25 percent). iVenture's track record is built on long-tenured Florida municipal and public-safety relationships, regulated workloads, and the operational maturity required for CJIS-impacted environments.

2.1 Municipal and Public Sector Experience

iVenture supports Florida municipalities, towns, and police departments alongside non-profits, professional services firms, healthcare organizations, and regulated commercial clients. We have transitioned dozens of public-sector organizations from internal IT or smaller MSPs into our service model. Common outcomes during the first year include:

- Critical incidents reduced by 30–50 percent year-over-year through proactive monitoring, patch hygiene, and EDR/ITDR coverage.
- Patch, EDR/ITDR, and SIEM coverage lifted to ≥98 percent of in-scope assets.
- Documented quarterly restore tests with pass/fail evidence, satisfying audit requirements (including CJIS attestations).
- Reduced human-factor risk through credential rotation, certificate lifecycle alerts, and quarterly access attestations.
- Predictable monthly costs through per-user flat pricing — no surprise invoices.

2.2 Why this matters for Flagler Beach

Three patterns in our municipal book are directly relevant to the City:

- **Transitioning from a county/ILA arrangement to a co-managed MSP.** Several of our municipal clients moved from county-shared IT to iVenture. We know how to receive turnover documentation, validate it against reality, fill the gaps the outgoing arrangement left behind, and stabilize operations within 30 days.
- **CJIS-impacted Police Department operations alongside general municipal services.** We support municipal PDs with segregated networks, CAD/RMS integrations, MDCs, and CJIS audit cycles — exactly the structure the City has described.
- **SCADA, building systems, and specialty integrations.** We coordinate with third-party SCADA vendors, AV/access-control integrators, and physical security providers (analogous to the Fusus / Lorex / FCSO arrangement described in Addendum No. 3). Our role is integration and support, with clear handoffs to specialists.

2.3 References

The following references can speak to iVenture's responsiveness, communication, public-safety capabilities, and partnership orientation. All have agreed to be contacted in connection with this RFP.

1. Town of Oakland, Florida

Client Since	April 2023
Scope Comparable To Flagler Beach	Municipal IT services, multi-department support, PD support, hurricane continuity
Primary Contact	Elise Hui — Assistant Town Manager / Town Clerk
Phone	(407) 656-1117 ext. 2110
Email	ehui@oaklandfl.gov

2. Oakland Police Department, Florida

Scope Comparable To Flagler Beach	PD-specific support, CJIS alignment, MDC and CAD/RMS, segregated PD network
Primary Contact	Stacie Quinn — Director of Police Administration
Phone	(407) 697-8191
Email	squinn@oaklandpd.com

3. Town of Windermere, Florida

Client Since	November 2021
Scope Comparable To Flagler Beach	Municipal IT services, public records sensitivity, multi-site municipal footprint
Primary Contact	Robert Smith — Town Manager
Phone	(407) 876-2563 ext. 5324
Email	rsmith@town.windermere.fl.us

4. Windermere Police Department, Florida

Scope Comparable To Flagler Beach	PD operations, CJIS controls, public-safety SLAs
Primary Contact	Chief Dave Ogden — Chief of Police
Email	Dogden@town.windermere.fl.us

5. Family Support Services of Suncoast

Scope Comparable To Flagler Beach	Multi-site Florida operations, regulated data handling, IT department partnership
Primary Contact	Jimmy Meadows — Director, Information Technology
Phone	(904) 265-6796
Email	jimmy.meadows@fsssuncoast.org

6. Gulfcoast Legal Services

Scope Comparable To Flagler Beach	Multi-office Florida operations, confidentiality requirements, professional services environment
Primary Contact	Emely Laporte — Operations Coordinator
Phone	(727) 821-0726 ext. 200
Email	emelyl@gulfcoastlegal.org

2.4 Industry Recognition and Audit Posture

iVenture is SOC 2 Type II audited; recognized in industry benchmarks including Inc. 5000 and CloudTango MSP 100; a Microsoft Solutions Partner; and operates under a CMMC 2.0 readiness program for federal-contracting clients. These recognitions speak to consistent process, not just marketing — the same processes our SOC 2 auditors examine each year are the ones the City would benefit from on day one.

Section 3 — Technical Approach & Methodology

This section addresses RFP §VII.3 (Technical Approach & Methodology) and contributes to the Technical Approach (25 percent) and Strategic Value & Innovation (15 percent) scoring categories. iVenture's approach is co-managed by design — the City's IT Coordinator remains the on-the-ground IT leader for the City, and iVenture provides the depth, the after-hours coverage, the security operations, and the strategic roadmap.

3.1 Environment Understanding (Based on RFP, Addenda, and Stated Conditions)

Below is iVenture's working model of the City of Flagler Beach IT environment, synthesized from the RFP and the Q&A in Addendum No. 3. These are the assumptions we will validate in the first 30 days of the engagement.

Domain	Current State per RFP & Addendum No. 3
Users	~137 total — 16 Fire, 20 Police, 101 Other. No part-time accounts.
Sites	12 physical locations, fiber between sites. One site (water treatment plant) outside city limits; an upcoming wastewater treatment plant will add a second outlying site.
Network	21 managed switches, 8 access points, 2 firewalls. VLAN count and segmentation to be confirmed with County IT during turnover. Guest wireless available.
Servers & Virtualization	9 VMs on VMware hypervisor, on-prem. All servers (except business SaaS) on-prem. PD filesystem and Active Directory must remain on-prem.
Identity & Cloud	Microsoft 365 G3 licensing; Hybrid AD with Entra ID. Enterprise agreements managed through the County today; portfolio to be transferred upon award.
Line-of-Business Apps	Mitel (telephony, on-prem), Point and Pay, Laserfiche, BSA Cloud, CAD (Public Safety).
Specialty / OT	SCADA at water treatment plant; SCADA at upcoming wastewater plant. Access control on one building. Lorex (28 cameras), Fusus VMS (on-prem), integrated with FCSO for retention.
Security Tooling	Firewalls, EDR (SentinelOne), PhishER, Microsoft Defender. MFA fully enforced. Annual security awareness training in place. Most recent CJIS audit ~2 years ago via County; next audit due FY27.
Backup & DR	Veeam, immutable backups, annual testing required (monthly preferred). RPO and RTO currently undefined; mission-critical systems are Police, Fire, cloud services, and on-prem servers. DR/failover exercises annually.
Remote Work	VPN remote access supported for all users.
Ticket Profile	~80 tickets/month, predominantly low priority; 95%+ originate during business hours. Current SLA targets being met. Existing PSA: ConnectWise (incumbent), to be replaced by iVenture's PSA per Addendum No. 3.

Domain	Current State per RFP & Addendum No. 3
Retained by IT Coordinator	BSA Business SaaS, Mobile Device Management, on-site response during working hours if remote response requires escalation, and Public Records Requests.

3.2 The Co-Managed Operating Model

Addendum No. 3 confirms that the City is engaging a single primary managed services vendor and the IT Coordinator retains specific responsibilities. iVenture's co-managed model is purpose-built for this arrangement. The figure below describes how work is divided and where the handoffs live.

IT Coordinator Retains	iVenture Delivers
BSA Business SaaS administration	All other line-of-business app support (Mitel, Point and Pay, Laserfiche, CAD)
Mobile Device Management	Workstation, server, and network management
Onsite response during working hours when remote escalation requires it	Onsite dispatch on demand (including after-hours emergencies)
Public Records Requests	Documentation, runbooks, change records that support PRR fulfillment
Strategic decision-making and approvals	vCIO strategy, 5-year roadmap, budget forecasting, risk register
Escalation receiver for incidents affecting >30% of users	Immediate notification, written status updates, after-action review
Day-to-day local presence and stakeholder management	Helpdesk, NOC, SOC, projects, security operations, vendor coordination

3.3 Tooling Strategy: Retain, Replace, Reconcile

Addendum No. 3 named the City's current tooling — ConnectWise for PSA, SentinelOne for EDR, Veeam for backup — and noted that the vendor should provide the ticketing system. Our recommended tooling strategy maximizes continuity and minimizes user-visible churn:

Tool / Layer	Action	Rationale
PSA / Ticketing (ConnectWise)	**Replace**	iVenture provides PSA, ticketing portal, client-facing dashboards, and KPI reporting (per Addendum No. 3 direction). We will migrate historical ticket reference data we can extract from County turnover.
EDR (SentinelOne)	**Retain & Operate**	The City already runs SentinelOne. iVenture operates SentinelOne Complete with 24x7 SOC across hundreds of

Tool / Layer	Action	Rationale
		clients. We will absorb operational control with no agent churn on endpoints, and add SOC coverage if not already in place.
Backup (Veeam)	**Retain & Operate**	Veeam remains. iVenture validates immutability, runs monthly spot-tests, and conducts documented quarterly restore tests in addition to the City's annual requirement. RPO/RTO will be formally defined during onboarding.
RMM / Patch	**Replace**	iVenture's RMM platform deployed during onboarding for monitoring, patching, and remediation automation.
Email Security / Phishing	**Retain & Review**	PhishER and Microsoft Defender remain. The vCIO will review effectiveness at 90 days and recommend additions (e.g., email security gateway or DMARC enforcement) if warranted.
SIEM / Log Aggregation	**Add**	iVenture SIEM with 90-day hot and 365-day archived retention added in the 31–60 day window. Required input to CJIS audit and incident response.
MDM	**IT Coordinator-Retained**	Per Addendum No. 3, MDM remains with the IT Coordinator. iVenture provides integration support and recommendations.
Microsoft 365 G3	**Operate**	Tenant administration, Entra ID hardening, Hybrid AD operations, license optimization. Microsoft costs passed through at published web pricing with no markup.

3.4 RFP Scope — Detailed Technical Approach

3.4.1 Helpdesk & End-User Support

Per RFP §III, iVenture will provide 24/7 support for emergency personnel (Fire and Police) and standard business hour live-answer for all other users, with after-hours on-call coverage. The First Response Team is engineer-staffed (no third-party answering service), with an industry-leading average response time of approximately 32 seconds. Roughly 60 percent of tickets are resolved by the First Response Team in under 20 minutes; complex tickets escalate seamlessly to the Dedicated Service Team.

- Multi-channel intake: phone, portal, email, and Microsoft Teams integration.
- Severity-aware SLA timers automatically applied at ticket creation and visible to the IT Coordinator in the client portal.
- First Response Team triage runbook tuned for the City's environment within the first 30 days (named LOB apps, named locations, named contacts).

3.4.2 Infrastructure Support

Network: management of the City's 21 switches, 8 access points, and 2 firewalls — configuration backups, firmware patching, policy review, high-availability validation, and proactive monitoring (link/port status,

utilization, error/duplex, AP health, VPN tunnels, ISP performance). VLAN segmentation will be confirmed and documented during the discovery phase, including the segregated Police and Fire networks called out in Addendum No. 3.

Servers and virtualization: VMware host patching, cluster health, datastore capacity, VM lifecycle, OS baselines and gold images, backup integration. Capacity reviews (CPU/RAM/IOPS) included in the monthly KPI pack.

Storage: health monitoring, firmware, redundancy validation, snapshot policy enforcement, and growth planning with quarterly latency/IOPS reporting.

Specialty server systems and SaaS: Windows Server administration, SQL Server health and patching, SSL/TLS certificate lifecycle monitoring with 60-day pre-expiry alerts, and vendor coordination for the City's line-of-business platforms.

3.4.3 Cloud Services and the 5-Year Cloud Migration

Addendum No. 3 confirmed that the City's strategic priorities over the next five years include cloud migration, continuity of business, and disaster preparedness — and that the cloud migration will be phased over five years. iVenture's vCIO will lead this with the IT Coordinator's strategic input.

Year	Cloud / Continuity Initiatives (illustrative — final plan delivered in Q1 vCIO session)
Year 1	Stabilize, document, and harden. M365 G3 tenant optimization, Entra ID conditional access maturation, baseline RPO/RTO defined, formal Incident Response Plan written and approved, SCADA segmentation reviewed, public-safety cloud candidates assessed.
Year 2	First cloud workload migrations (e.g., file services to OneDrive/SharePoint where appropriate, archive workloads to Azure Blob, M365 backup hardening). GIS platform planning for the Planning Department.
Year 3	Public-safety cloud services rollout (per Addendum No. 3 priorities), CAD/RMS modernization options, expanded DR-as-a-Service for tier-1 systems, GIS for Planning Department live.
Year 4	Hybrid identity simplification, conditional decommissioning of select on-prem servers, expanded immutable cloud backup tiers, automation of vulnerability remediation.
Year 5	Final-state cloud posture validation, refresh of long-lived on-prem hardware that remains essential (PD filesystem and AD per Addendum No. 3), comprehensive DR exercise across cloud and on-prem.

This is a planning framework, not a contractual commitment to a specific year-by-year sequence. The actual sequence will be determined with the IT Coordinator during the first quarterly vCIO Roadmap Session and revisited annually at the strategic plan review.

3.4.4 Cybersecurity Services

iVenture's security baseline aligns to NIST CSF and CIS Controls and to the CJIS Security Policy where Police systems are in scope. Day-one security operations for Flagler Beach will include:

- EDR/ITDR on servers and endpoints (SentinelOne Complete with 24x7 SOC) — retained from the current environment, operated by iVenture's SOC.

- SIEM with 90-day hot retention and 365-day archived log retention. CJIS-relevant log sources prioritized in the first wave.
- Monthly vulnerability scanning across servers, endpoints, and network appliances. Critical findings remediated within 15 days; exceptions documented with risk justification.
- MFA verified across all user accounts, including service accounts where supported (MFA is fully enforced per Addendum No. 3 — we will validate and document the current configuration during discovery).
- Annual security awareness training with metrics, supplemented by simulated phishing campaigns leveraging PhishER.
- Written Incident Response Plan developed for the City (Addendum No. 3 noted this needs to be developed). The IRP defines roles, severity levels, evidence capture, notification cadence, and post-incident review.
- CJIS readiness: FBI fingerprint background checks and FDLE CJIS Security Awareness Level 4 for all staff with PD access; documentation aligned to the CJIS Security Policy in time for the FY27 audit.

3.4.5 Strategic IT Leadership (vCIO)

The vCIO (Principal Consultant) is the City's strategic IT partner. The vCIO leads the development of the five-year strategic plan required by the RFP, presents it to the IT Coordinator and City leadership annually for review and approval, and updates it quarterly as the environment evolves. Each quarterly session covers: progress on the roadmap; an updated risk register; the lifecycle/renewal calendar; security posture; and costed options for upcoming projects. The vCIO is non-commissioned — there is no incentive to recommend services the City does not need.

3.4.6 Asset Management & Procurement

iVenture maintains the City's hardware and software inventory with serials, warranty status, and lifecycle forecasting. The City's stated 3–5 year endpoint refresh policy (per Addendum No. 3) will guide quarterly refresh recommendations. Procurement is coordinated with the City and the County during the transition; iVenture facilitates quoting, vendor selection, and configuration. Secure wipe and disposition workflows are documented.

3.4.7 Business Continuity & Disaster Recovery

BC/DR is one of the City's stated five-year priorities. Our approach includes:

- Defining RPO and RTO for each mission-critical system class (Police, Fire, cloud services, on-prem servers — explicitly named in Addendum No. 3) during the onboarding period.
- Immutable Veeam backups (already in place) with monthly spot-tests and quarterly documented full restore tests. Annual exercise as the City requires.
- Hurricane and storm continuity runbook: prioritized services, alternate connectivity options, ISP and carrier coordination, device staging, and communication redundancy.
- DR/failover exercises annually as the City practices today; we recommend supplementing with one tabletop exercise per year for the leadership team.

3.4.8 Telephony, Physical Security, and Specialty Systems

Mitel VoIP (on-prem) will be managed by iVenture, including moves/adds/changes, firmware, integration with the network, and vendor coordination. Mitel is a supported platform in iVenture's catalog.

Lorex cameras (28), Fusus VMS (on-prem), and the integration with the Flagler County Sheriff's Office for retention will be integrated and supported by iVenture, with the third-party physical security provider remaining responsible for installation and platform-specific operations (per Addendum No. 3). iVenture is the City's single point of coordination.

SCADA systems at the water treatment plant and the upcoming wastewater plant are typically managed by specialty vendors. iVenture's role is network connectivity, segmentation, monitoring, and vendor coordination — not direct SCADA application administration unless added as an additional service.

Printers, scanners, copiers, badge systems, AV systems, and specialty systems are in scope as confirmed in Addendum No. 3. iVenture provides support for these as part of the managed services package.

3.4.9 Documentation Remediation and SOP Development

Addendum No. 3 confirmed that documentation remediation and SOP development are expected as part of onboarding, with County IT providing turnover documentation. iVenture's Onboarding Team owns this work as a separate stream from the Dedicated Service Team so that it does not pull resources away from day-to-day support. Deliverables include current-state network and wiring diagrams, runbooks for Helpdesk / DR/IR / PD MDC, asset inventory, license keys, vaulted admin credentials accessible to authorized City staff, change records, and recovery evidence.

3.5 Project Management Framework

iVenture uses a PMI-based framework with Agile practices for transparency and speed. Every project or change at medium complexity or higher includes a charter and WBS, a timeline with milestones, a risk and issue log, a communication plan, formal change control with maintenance windows and back-out plans, defined acceptance criteria with UAT and sign-off, and as-built documentation that flows back into the operational documentation set.

3.6 Innovation and Strategic Value

Beyond meeting the RFP requirements, iVenture brings the following innovations to Flagler Beach (scored under RFP §VIII Strategic Value & Innovation, 15 percent):

- **Hurricane-grade DR posture.** Continuity playbooks specifically designed for Florida coastal municipalities, including alternate connectivity, device staging, and a documented communications tree for evacuations.
- **AI-assisted ticket triage.** First Response Team uses AI-assisted classification and runbook surfacing, which is one of the levers we will use to attack the City's stated pain point: ticket resolution time.
- **Public-safety co-managed model.** A purpose-built rhythm for working with municipal PDs through CJIS audits, MDC refresh cycles, and CAD/RMS vendor escalations — without bottlenecking the City's IT Coordinator.
- **Integration-first ticket routing.** Direct from the IT Coordinator's identified pain point — integration with new programs. iVenture's playbook treats each new line-of-business application as an integration project with a defined intake, owner, runbook, and documentation update.

- **Quarterly governance with the IT Coordinator and City leadership.** No black-box IT. The vCIO's quarterly roadmap session produces costed options for upcoming work that map directly into the City's budget cycle.

3.7 90-Day Transition Plan

Pending Commission approval on July 9, 2026 and a transition start window between September 1 and September 30, 2026, iVenture executes a structured 90-day transition led by a dedicated Onboarding Team that is separate from the steady-state Dedicated Service Team. This keeps onboarding focus high without disrupting day-to-day support.

Window	Activities and Deliverables
Days 0–30 Access & Discovery	Kickoff with City leadership, IT Coordinator, Police liaison; receive County IT turnover documentation; validate asset inventory and topology; secure credentials and license records; confirm Police escalation tree and incident notification thresholds (including the >30% impact rule); stabilize any critical risks; publish Helpdesk runbook; agent rollout for RMM; confirm Veeam backup coverage; deliver initial environment baseline document.
Days 31–60 Standardize & Harden	SOC operationalization (SentinelOne Complete handover); SIEM log onboarding (90-day hot / 365-day archive); first monthly vulnerability scan and remediation plan; first quarterly documented restore test; standardize workstation and server baselines; review MDM compliance state in partnership with the IT Coordinator; certificate monitoring live; quick-win improvements; updated asset and license inventories; first monthly KPI report.
Days 61–90 Optimize & Roadmap	Hardening to NIST CSF and CIS benchmarks; finalize runbooks (Helpdesk, DR/IR, Police MDC, hurricane); deliver written Incident Response Plan; define RPO/RTO; first quarterly vCIO Roadmap Session with 3-year costed plan and the 5-year cloud migration draft; lock in governance cadence (monthly KPI report, quarterly vCIO roadmap, annual strategic plan review).

Throughout the 90 days, weekly progress updates are delivered to the IT Coordinator and a dedicated Police update channel is maintained for CJIS-related work.

Section 4 — Staffing Plan & Key Personnel

This section addresses RFP §VII.4 (Staffing Plan and Key Personnel) and supports the Service Levels & Support Model scoring category (20 percent).

4.1 Staffing Philosophy

iVenture's people are W-2 employees, exclusively. No contractors and no interns are used for client work. All employees pass criminal background checks before they touch a client environment, and all employees supporting Police systems complete FBI fingerprint-based background checks and FDLE CJIS Security Awareness (Level 4) training prior to access. There is no offshore staffing — consistent with the City's requirement in Addendum No. 3 that vendor services not be delivered from offshore locations.

Each client receives a Dedicated Service Team of 10–12 specialists who become deeply familiar with the environment. Layered behind the Dedicated Team are the First Response Team, the Onboarding Team, the Projects Team, and the Security Team — each a pool of specialists that ensures redundancy and surge capacity when staff are on vacation, in training, or focused on a major incident elsewhere.

4.2 Account Leadership

Role	Responsibilities for the City of Flagler Beach
Principal Consultant (vCIO)	Executive strategist. Develops and maintains the 3-year and 5-year roadmap, runs quarterly governance, aligns security and budget, and owns the annual strategic plan review. Ratio approximately 20:1 across iVenture clients (industry average is closer to 100:1).
Account Manager	Non-commissioned. Owns the cadence, renewals calendar, vendor coordination, and contract administration. Single throat to choke for commercial questions.
Technical Team Lead	Escalation owner. Oversees complex incidents, change management, and quality of work product from the Dedicated Team.

4.3 Dedicated Service Team

Role	Function
Systems Engineers & Administrators	Server, network, cloud, and virtualization management. Day-to-day environmental operations.
Onsite Engineers	Scheduled and ad-hoc visits. Same-day onsite capability for the City's 12 sites, with field staff based in St. Augustine and Orlando.
CJIS-Cleared Engineers	Subset of the Dedicated Team specifically cleared to work on PD systems (FBI fingerprint background checks, FDLE CJIS Security Awareness Level 4). Maintains restricted access to PD systems through the segregated network.

Role	Function
First Response Team (Help Desk)	Engineer-answered live service desk (7:00 a.m.–7:00 p.m. ET business-hours live answer; 24×7/365 on-call for after-hours and emergencies). Resolves ~60% of tickets in under 20 minutes. Average response ~32 seconds.
Projects Team	Specialized resources for migrations, modernization, and integration work — including the phased cloud migration over the 5-year roadmap.
Security Team	EDR, SIEM, vulnerability management, compliance, incident response. Works directly with the SOC for elevated events.
Onboarding Team (first 90 days only)	Separate from the Dedicated Service Team. Owns documentation remediation, SOP development, and the structured 0–30 / 31–60 / 61–90 day milestones. Hands off cleanly to the Dedicated Team.

4.4 Certifications and Capabilities

Representative certifications across the team supporting Flagler Beach:

- Microsoft: MCP, MCSA, MCSE, Azure Administrator, Azure MD and SC series
- VMware: VCP (relevant to the City's VMware/9-VM environment)
- Cisco: CCNA
- Fortinet: NSE
- Security: CompTIA Security+, Network+, A+; HDI Support Center Analyst
- Compliance: SOC 2 Type II audited operations; CJIS-aware delivery; CMMC 2.0 readiness program

4.5 After-Hours, Holiday, and Emergency Handling

The City's emergency services (Fire, Police) require 24/7 support per RFP §III. iVenture's after-hours model:

- 24×7/365 on-call program with guaranteed callback within the SLA window (see Section 6).
- After-hours incidents route to on-call engineers; documented escalation to senior engineers for critical issues; SOC handles security incidents independently.
- Same-day onsite available for after-hours emergencies.
- Emergencies that affect more than 30 percent of users trigger immediate notification to the IT Coordinator (per Addendum No. 3), followed by written status updates through resolution.
- After-hours and holiday work covered under the base service rate for the Critical and High priority tiers; lower-severity work scheduled to the next business day unless the City directs otherwise.

4.6 Continuity of Staffing

Continuity is preserved by design: every system, runbook, credential, and change record is documented in the shared repository; the Dedicated Team uses skills matrices and cross-training so that no single individual is the only person who knows the environment; and First Response, Projects, and Security pools provide surge capacity. Florida-first recruiting and certification pathways keep retention high.

Section 5 — SOC / NOC Capabilities

This section addresses RFP §VII.5 (SOC/NOC Capabilities).

5.1 Network Operations Center (NOC)

iVenture's NOC provides 24×7 monitoring and alerting across servers, endpoints, network appliances, and cloud services. Standard monitoring includes:

- Server health, services, disk space, performance counters, certificate expiry, patch status, backup job status.
- Network device health (the City's 21 switches, 8 APs, 2 firewalls): link/port status, utilization, error/duplex, AP health, VPN tunnels, ISP performance, firewall failover state.
- Cloud services health: Microsoft 365 service health, Entra ID sign-in anomalies, license utilization.
- Endpoint compliance: BitLocker, Defender state, AV agent health, patch status, EDR coverage.
- Alerts auto-generate tickets visible to the City; high-priority events trigger direct phone outreach to the IT Coordinator.

5.2 Security Operations Center (SOC)

iVenture operates an integrated 24×7 SOC supported by SentinelOne Complete, which the City already runs. Day-one SOC services:

- EDR/ITDR on servers and endpoints with 24×7 SOC analyst coverage.
- SIEM log aggregation, correlation, and alerting with 90-day hot retention and 365-day archived retention.
- Threat intelligence-driven detection content; tuning for false positives in the first 60 days.
- Monthly vulnerability scanning; critical findings remediated within 15 days; medium and lower findings on the documented patch cadence.
- Email security telemetry from PhishER and Microsoft Defender ingested into the SIEM.
- Incident response: SOC triage, containment, investigation, and post-incident report. Escalation to the Dedicated Team for environmental remediation.

5.3 CJIS-Aligned Operations

All SOC and NOC activity that touches PD systems is performed by CJIS-cleared staff (FBI fingerprint background checks, FDLE CJIS Security Awareness Level 4). Audit logging, session management, encryption, and access control conform to the CJIS Security Policy. Documentation is maintained in a form ready for the City's next CJIS audit in FY27.

5.4 Reporting and Visibility

Every month, the IT Coordinator receives a KPI pack including:

- Ticket volumes and SLA performance, broken out by priority tier.

- Patch coverage and exceptions.
- Backup success rate and test-restore evidence.
- Security posture: EDR/ITDR coverage, SIEM coverage, open vulnerabilities by severity.
- Compliance: documentation freshness, access attestation status.

Every quarter, the vCIO delivers a roadmap review covering the risk register, lifecycle and renewal calendar, costed options for upcoming projects, and lessons learned.

Section 6 — Helpdesk & Support Model

This section addresses RFP §VII.6 (Helpdesk & Support Model) and is the primary input to the Service Levels & Support Model scoring category (20 percent).

6.1 Helpdesk Architecture

The City's users contact iVenture by phone, portal, email, or Microsoft Teams. All channels are answered by engineers in iVenture's First Response Team — there is no third-party answering service. The First Response Team is structured to resolve the majority of tickets at first contact, with seamless warm transfer to Tier 2/3 in the Dedicated Service Team when escalation is required.

Per RFP §III, iVenture provides:

- 24/7 support for emergency personnel (Fire and Police).
- Standard business hour live-answer for all other users (7:00 a.m.–7:00 p.m. ET, Monday–Friday).
- 24×7/365 on-call coverage for emergencies for all users.
- iVenture-provided PSA, ticketing portal, and KPI dashboards (per Addendum No. 3).

6.2 Service Level Agreements

iVenture commits to meet or exceed the City's SLA targets defined in RFP §V. The table below maps the City's targets to iVenture's commitments and the operational mechanics that support them.

Priority	RFP Target	iVenture Commit	How We Meet It
Critical	1 hour	**Within 1 hour (Average: 1 Minute)**	24×7 on-call rotation with auto-page to senior engineers; SOC for security events; First Response Team triages while Dedicated Team and Onsite are dispatched in parallel. IT Coordinator notified for >30% user impact events.
High Priority	2 hours	**Within 2 hours (target: 1 Minute)**	First Response Team picks up live; warm transfer to Tier 2 in minutes; onsite dispatch initiated where applicable.
Medium Priority	4 hours	**Within 4 hours (target: 1 Minute)**	Standard service desk queue; remediation by First Response Team or Tier 2 as appropriate.
Low Priority	1 business day	**Within 1 business day (target: 1 Minute)**	Routine support handled in the next available service window without disruption.

Public-safety incidents that affect Police operations follow iVenture's elevated public-safety targets: engineer engagement within 15 minutes, remote triage within 30 minutes, and onsite within 2 hours where required.

6.3 Escalation and the >30% Impact Rule

Per Addendum No. 3, the IT Coordinator must be informed of any incident affecting more than 30 percent of users. iVenture operationalizes this with:

- Automatic ticket flagging in the PSA when an incident's affected-user count or scope hits the threshold.
- Immediate phone outreach to the IT Coordinator's primary and backup contact numbers.
- A written status update at ticket creation and at every meaningful state change until resolution.
- An after-action review for any incident that exceeded the threshold, delivered within 5 business days.

6.4 Onsite Support

Addendum No. 3 confirmed that the City requires on-demand onsite support, not full-time onsite presence. iVenture provides:

- On-demand onsite dispatch, scheduled or ad hoc, from Orlando and St. Augustine for any of the City's 12 sites including the water treatment plant outside city limits.
- Same-day capability for emergencies (Critical and High Priority).
- Scheduled onsite visits for project work, refresh, and major changes.
- Coordination with the IT Coordinator when on-site response during working hours is escalated from remote support (the IT Coordinator's retained responsibility per Addendum No. 3).

6.5 Vendor Coordination

Per Addendum No. 3, iVenture coordinates with the City's third-party providers — physical security, ISP/carrier (outside normal working hours where applicable), Lorex/Fusus integrators, SCADA vendors, and the line-of-business vendors (Mitel, Point and Pay, Laserfiche, BSA, CAD). The Account Manager and vCIO maintain a single-threaded ownership model for vendor escalations and a renewal calendar that the City can review during quarterly governance sessions.

6.6 Communication Cadence

Cadence	What the City Receives
As-it-happens	Major incidents (>30% impact, Critical) — immediate phone notification to the IT Coordinator, followed by written status updates through resolution.
Weekly (during onboarding)	Weekly progress sync during the 90-day transition. Continues afterward at the City's discretion.
Monthly	KPI report covering tickets/SLAs, patch and backup status, security posture, compliance, and open risks. Reviewed with the IT Coordinator.
Quarterly	vCIO Roadmap Session covering 3-year roadmap progress, costed options for upcoming projects, lifecycle/renewal calendar, risk register, and lessons learned.

Cadence	What the City Receives
Annually	Strategic plan review and approval with the IT Coordinator and City leadership — required by RFP §III for the 5-year IT strategic plan. CSAT/UX feedback review aligned to the City's existing quarterly informal survey.

6.7 Attacking the Stated Pain Points

Addendum No. 3 identified two recurring pain points: resolution time on tickets and integration with new programs. iVenture's response to each:

- **Ticket resolution time.** AI-assisted triage at intake, an engineer-answered First Response Team with documented average response time of approximately 32 seconds, a tuned environment-specific runbook in the first 30 days, and tiered SLA timers automatically applied. We measure and publish ticket resolution metrics monthly so the City can see progress and hold us accountable.
- **Integration with new programs.** Each new application is treated as a project with a charter, an owner, a documented integration runbook, and an as-built that flows back into operations. The Projects Team handles the heavy lifting so the IT Coordinator is not the bottleneck. Integration work is included in the Full Complete plan or available at hourly rates in the Full Plus plan (see Section 7).

Section 7 — Pricing Structure

This section addresses RFP §VII.7 (Pricing Structure) and RFP §IV (Contract and Renewal Terms). iVenture proposes a per-user, all-inclusive flat-rate model with no surprise invoices and no nickel-and-diming.

Pricing is based on the user count confirmed in Addendum No. 3: 137 users (16 Fire, 20 Police, 101 Other). Pricing is subject to confirmation in the service agreement upon award and may adjust with material changes to user count.

7.1 Plan Comparison

Service / Inclusion	Full Plus	Full Complete
Dedicated Account Manager	**Included**	**Included**
Principal Consultant (vCIO)	**Included**	**Included**
Discovery and Deployment	**Included**	**Included**
Service Delivery Platform (PSA / Ticketing)	**Included**	**Included**
Service Reporting (Monthly KPI + Quarterly vCIO)	**Included**	**Included**
Secure Information Storage / Documentation Repo	**Included**	**Included**
Managed Security Services (NOC + SOC + SIEM)	**Included**	**Included**
Strategic Technology Planning & Budgeting	**Included**	**Included**
Technology Design	**Included**	**Included**
Server Management (VMware, on-prem)	**Included**	**Included**
Network Management (21 switches, 8 APs, 2 firewalls)	**Included**	**Included**
Cloud Management (M365 G3, Entra ID, Hybrid AD)	**Included**	**Included**
Server Protection Essentials	**Included**	**Included**
Desktop Protection Essentials	**Included**	**Included**
Veeam Backup Operations (retained)	**Included**	**Included**
SentinelOne EDR Operations w/ 24×7 SOC	**Included**	**Included**
Onsite Services / Dispatch (on-demand)	**Included**	**Included**

Service / Inclusion	Full Plus	Full Complete
24×7×365 Service for Emergency Personnel	**Included**	**Included**
Engineer-Answered Help Desk	**Included**	**Included**
Desktop Management	**Included**	**Included**
Application Support (Mitel, Laserfiche, Point&Pay, CAD)	**Included**	**Included**
Documentation Remediation & SOP Development	**Included**	**Included**
CJIS-Aligned Operations (PD support)	**Included**	**Included**
Integration of New Programs (project-style intake)	Hourly	**Included**
Project Services (Upgrade / Migration)	Hourly	**Included**

7.2 Investment Summary — 137 Users

Pricing below is iVenture's preliminary offer for the City of Flagler Beach based on the user count, environment scope, and clarifications confirmed in Addendum No. 3. Multi-year commitments include retention-based discounting as required by RFP §IV. All numbers are exclusive of Microsoft 365 subscriptions, which are passed through at Microsoft's published web pricing with no markup.

INTERNAL NOTE — Josh: *Pricing figures below are preliminary, scaled from the Indian Shores precedent (~$72/user/mo Full Plus, ~$87/user/mo Full Complete). Confirm with iVenture pricing/leadership before final submission. Multi-year discounts modeled at 5% (3-yr) and 10% (5-yr) per standard practice. Adjust as needed.*

Option 1 — Full Plus Plan (Unlimited Support + Hourly Projects)

Item	
Per-User Rate / Month	$125 / User
Total Monthly (137 users)	**$17,125**
Total Annual	$205,500
One-Time Onboarding (90 days)	$0
Project Services Rate	$165 – $250 / hr

Best fit when the City wants predictable monthly cost for managed services and pays for projects (cloud migrations, major refresh, new program integrations) as discrete engagements.

Option 2 — Full Complete Plan (Unlimited Support + Project Labor Included)

Can provide Full Complete pricing if requested.

7.4 Pricing Assumptions and Notes

- Pricing is per-user, all-inclusive, with no caps on the number of PCs, network devices, servers, or cloud platforms supported.
- User count is 137 based on Addendum No. 3 (16 Fire, 20 Police, 101 Other). Pricing is subject to adjustment if user count changes materially (the City's policy on part-time accounts means iVenture does not need to track seasonal flex).
- Microsoft 365 G3 subscriptions are not included. iVenture will help reconcile and optimize licensing during onboarding and will pass through Microsoft costs at Microsoft's published web pricing with no markup once the licensing portfolio is transferred from the County.
- SentinelOne Complete licenses (already in the environment) and the 24×7 SOC are included in iVenture's monthly rate.
- Veeam licenses and the City-owned hardware on which Veeam runs are retained. iVenture's monthly rate includes Veeam operations, monthly spot-tests, and quarterly documented restore testing.
- One-time onboarding fee covers the 90-day structured transition including documentation remediation, SOP development, monitoring agent rollout, SOC operationalization, SIEM onboarding, first restore test, and the first vCIO roadmap session.
- Travel and onsite work to the City's 12 sites is included; there are no separate dispatch fees within the agreed delivery footprint.

7.5 Renewal Terms

Per RFP §IV, either the City of Flagler Beach or iVenture will provide 180 days' notice of non-renewal. iVenture's standard renewal motion is a vCIO-led review approximately nine months before contract end, which gives the City time to evaluate, negotiate, or transition with full visibility.

Final scope, pricing, and service details will be confirmed and formalized in a mutually agreed-upon service agreement upon award.

Section 8 — Exceptions or Deviations

This section addresses RFP §VII.8 (Exceptions or Deviations). iVenture has reviewed RFP FB-26-2005, all three Addenda, and the published Q&A in Addendum No. 3. We accept the City's stated scope, SLAs, evaluation criteria, contract terms, and renewal mechanics as described.

8.1 No Material Exceptions

iVenture takes no material exceptions to the published RFP scope, the SLA targets in RFP §V (Critical 1 hour, High 2 hours, Medium 4 hours, Low 1 business day), the contract term options (1-year, 3-year, 5-year), or the renewal mechanics (180-day non-renewal notice).

8.2 Clarifications and Reasonable Assumptions

The following items are not exceptions; they are clarifications or assumptions that iVenture is documenting so that the City and iVenture share an aligned understanding before contracting. Each will be confirmed during the discovery phase or in the service agreement.

Item	Clarification / Assumption
VLAN configuration	Addendum No. 3 noted VLAN counts and segmentation will be confirmed by the City's infrastructure team. iVenture will validate during 0–30 day discovery and update documentation.
VM backup requirements	Addendum No. 3 noted these will be updated by the infrastructure team. iVenture assumes Veeam will be retained and configured for the 9 VMs; RPO/RTO will be defined during onboarding.
RPO / RTO	Currently undefined per Addendum No. 3. iVenture will define and document targets for each mission-critical system class (Police, Fire, cloud services, on-prem servers) in the 0–30 day window for City approval.
Incident Response Plan	Currently needs to be developed per Addendum No. 3. iVenture will draft, review with the IT Coordinator, and finalize a written IRP within the 90-day onboarding window. Delivered as part of the base rate.
ISP / carrier coordination	Per Addendum No. 3, ISP/carrier coordination is not expected during normal working hours. iVenture will coordinate during after-hours escalations and during incidents to keep the City whole.
Video retention	Per Addendum No. 3, retention/storage/backup for Lorex video is managed by FCSO. iVenture supports the integration and operational health of Fusus and Lorex, but does not assume responsibility for FCSO-managed retention.
Physical security systems	Per Addendum No. 3, physical security is managed by a third party. iVenture provides integration and support only — not direct administration of the third-party platform.

Item	Clarification / Assumption
MDM	Retained by the IT Coordinator per Addendum No. 3. iVenture provides integration support and recommendations but does not administer the MDM platform unless added as an additional service.
BSA Business SaaS	Retained by the IT Coordinator per Addendum No. 3. iVenture supports the workstations, network, and identity infrastructure that BSA depends on, and coordinates with BSA support when underlying infrastructure issues are implicated.
Pricing on submission	Pricing in Section 7 is preliminary and based on user count and environment scope confirmed through Addendum No. 3. Final pricing will be confirmed in the service agreement upon award.
Wet-ink signatures	iVenture's authorized signatories execute documents digitally; original wet-ink signatures can be furnished promptly if required by the City for final award documentation.

8.3 Sample Service Agreement

iVenture's standard service agreement template is available upon request during the evaluation and negotiation phase. The agreement reflects the scope, SLAs, and commercial terms presented in this proposal, the 180-day non-renewal notice required by RFP §IV, end-of-contract handoff obligations (full export of configurations, credentials, documentation, and ticket history at no additional charge), and standard mutual indemnification and limitation of liability provisions appropriate for a municipal engagement.

8.4 Closing Statement

iVenture is enthusiastic about the opportunity to serve the City of Flagler Beach. Our team is Florida-based, our model is co-managed and built for municipalities, our security operations are 24×7, and our governance is transparent. We have read the RFP carefully and we are confident in our ability to deliver the scope at or above the service levels the City has defined.

We thank the Evaluation Committee for the opportunity and welcome the chance to present in person, walk through any section in greater detail, and answer questions from the Commission on July 9, 2026. Please contact Joshua Carlson with any questions in the interim.

iventure

Managed IT Plan Partnership

Who We Are: iVenture in Brief

200+ employees across Florida

25 years in business

100% SOC 2 Type II Audited & CMMC Level 2 Ready

Specialize in working with small businesses

Worldwide Coverage

We provide end-to-end IT services to clients with internal IT leadership. We work alongside directors & executives providing strategy, transparency, and partnership while taking full ownership of day-to-day IT operations.

How We Structure Support for Scale, Speed & Specialization

Every iVenture client is supported by a coordinated ecosystem of expert teams—each with a distinct role to ensure nothing falls through the cracks.

- **Dedicated Service Team** – A dedicated service team of experts that understands your business and solves complex challenges with confidence.
- **First Response Team (Help Desk)** – Instant connection to real people via phone, chat, or Teams—resolving urgent issues with speed.
- **Project Team** – Experts who keep your systems modern with proactive upgrades, infrastructure planning, and clear direction
- **Security & Compliance Team** – Protects your data and ensures best-practice defense

Your Consistent, Strategic Managed Service Team

Team Composition

Dedicated team of 10–12 IT experts aligned to your account

Roles include: Team Lead, Onsite Techs, vCIO, Account Manager, and more

Responsibilities

Handles ongoing support, preventative maintenance, and roadmap alignment. Responsible for your most important issues.

Why this Works

A consistent team of 10–12 specialists builds deep familiarity with your environment while giving you access to the full strength of our 200+ person organization. This model delivers faster, more personalized support and scales to solve complex challenges.

Our Solution:

Unlimited support

Both onsite and remote assistance

24/7 live-answer help desk

Always available when you need help

Dedicated Service Team

Dedicated team backed by a 200+ employee organization

Monthly strategy sessions

Regular meetings with your vCIO

Full vendor management

Handling CAD, phones, internet, printers, firewalls

Network and infrastructure

Complete management of your IT environment

Ticketing system

With full admin visibility

Professional Project Management

Strategy and planning to get you where you need to be

Faster Ticket Handling & Better End-User Support

Your users need timely, professional support without escalation bottlenecks. Delays from your current provider have created user frustration and internal escalation noise. You want real-time visibility, faster response, and stronger support relationships.

24/7 live-answer help desk

30+ Florida-based Help Desk specialists solely dedicated to answering calls and resolving Tier 1 issues.

60% of tickets closed in the first 20 Minutes

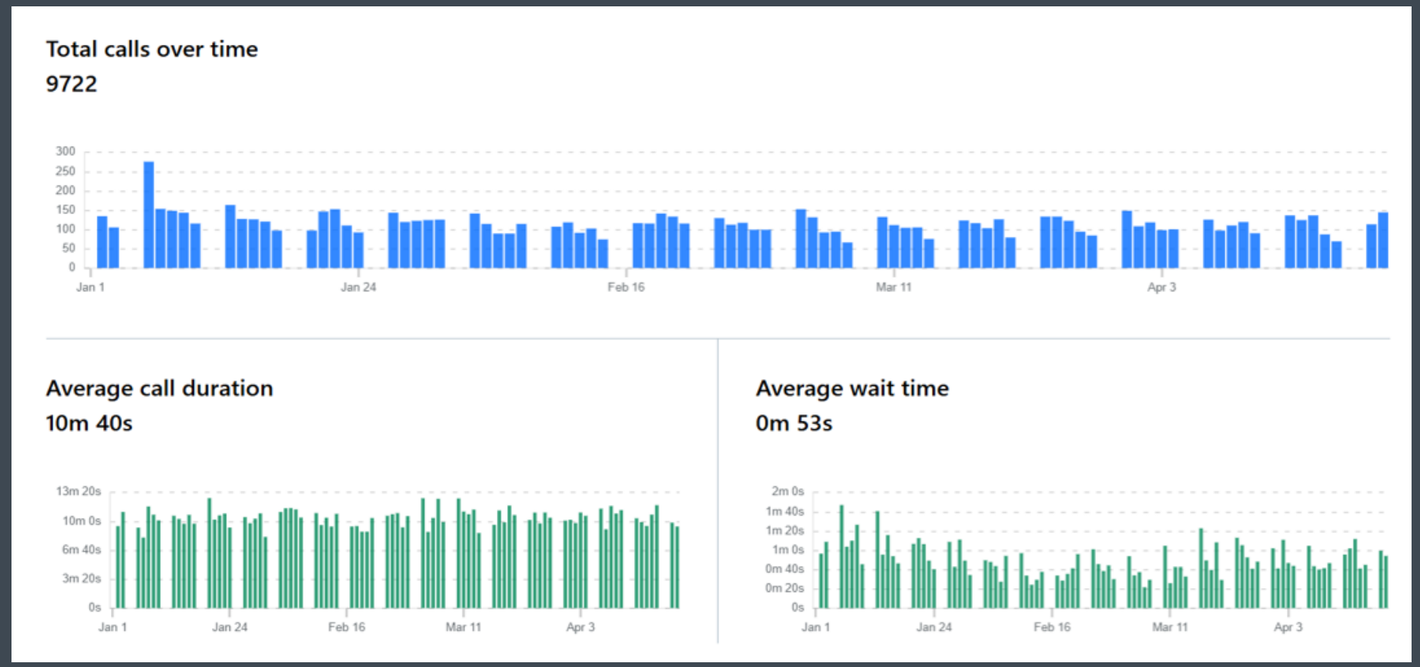
Reach us by Teams, Email, Call, Text, or our Portal

Average Response Times Data

Our help desk is built to deliver immediate, dependable support—never leaving your team waiting or wondering.

- **Average wait time:** 53 seconds
- **60% of tickets resolved within 20 minutes**

Every call, email, and Teams message is tracked, documented, and visible through your client dashboard—so nothing slips through the cracks. This is not just a help desk; it is a professional-grade support center engineered to deliver clarity, accountability, and fast resolution when your team needs it most.



Visual: Vendor Management Simplified

At iVenture, we take full ownership of vendor relationships—handling coordination, escalation, and resolution directly so you are never the middleman. Whether it is phones, internet, printers, or cloud tools, we manage it end-to-end, track everything in our ticketing system, and keep you informed without adding work to your plate.

"We deal with the chaos, so you don't have to."

Transparent Licensing & Management

We do **not upcharge for Office 365,** Instead:

- Pass through billing for all licenses. Only receive a single invoice.
- We manage adds/removes and usage reports.
- We offer recommendations based on real utilization data.

Optional Hardware-as-a-Service: Available if desired, with full visibility.

Project & Change Management That Keeps Everyone Aligned

Our approach goes beyond "monthly strategy sessions." We integrate **structured project and change management** directly into your service experience.

Trello-based boards

Every project and major initiative is tracked using **Trello-based boards**, giving you a real-time view of deliverables, priorities, and ownership.

Shared visibility

These boards are not just internal—they are shared with you and your team to **enhance visibility and accountability**.

Regular updates

We facilitate **regularly scheduled update and action meetings**, tailored to the right frequency and attendees, ensuring nothing slips and everyone stays informed.

Clarity, accountability, and momentum—built into every engagement.

Transparent Communication That Drives Confidence

Real-Time Service Dashboards

Know what's happening in real time. No delays, no filters—just transparent access to your IT ecosystem.

Right Meetings, Right People, Right Time

We lead a thoughtful cadence of touchpoints—from project updates to executive strategy reviews—aligned to your evolving needs.

Full Control

Admin-level access for your internal IT lead, empowering oversight without the burden of micro-management.

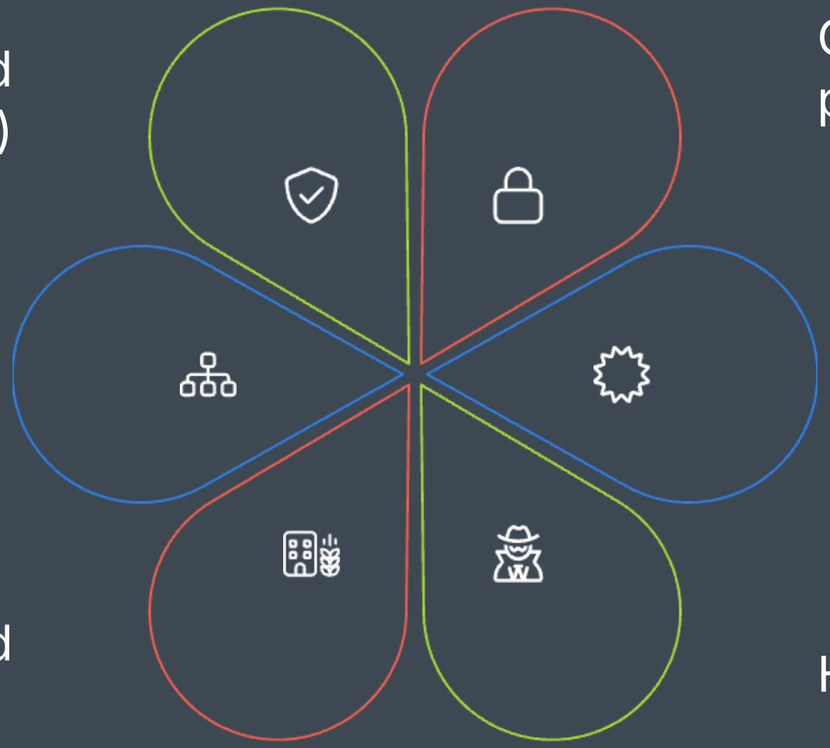
Other MSPs talk about communication—ours is operationalized, visible, and measurable.

Security, Scale & Professionalism

SOC 2 Type II Audited
(Favorable Opinion)

Staff model built for
enterprise scale

Small Business Focused



CMMC Level 2 preparation in progress

Hundreds of technical certifications

across Fortinet, Microsoft, Cisco, etc.

Hundreds of managed clients

Onboarding that works for you

We customize an onboarding plan to achieve your specific needs. It is always a collaborative effort; we work together to ensure success. We want to be an extension of your business, like an in-house IT team.

0 - 30 DAYS

DELIVERABLES

- On-going communication is established with key client contacts
- Critical workflows are understood and documented
- Readiness for live-support is achieved
- Tools are installed

TASKS

- Recurring meetings set up and we get to know your preferred communication approach
- Customized onboarding presentation that details out key points of contact and process
- On-site support at your offices to identify workflows, infrastructure and support end-users

30 - 60 DAYS

DELIVERABLES

- We know your team (end-users) better
- Administrative requirements to ensure lifecycle management, warranty and renewal supports
- Your pain-points are clearly identified, and we are working to reduce them

TASKS

- We are actively building relationships across and up and down within your company
- We are documenting the administrative tasks and building a schedule to support execution
- Our team is comparing notes and building a plan that solves immediate challenges and pains

60 - 90 DAYS

DELIVERABLES

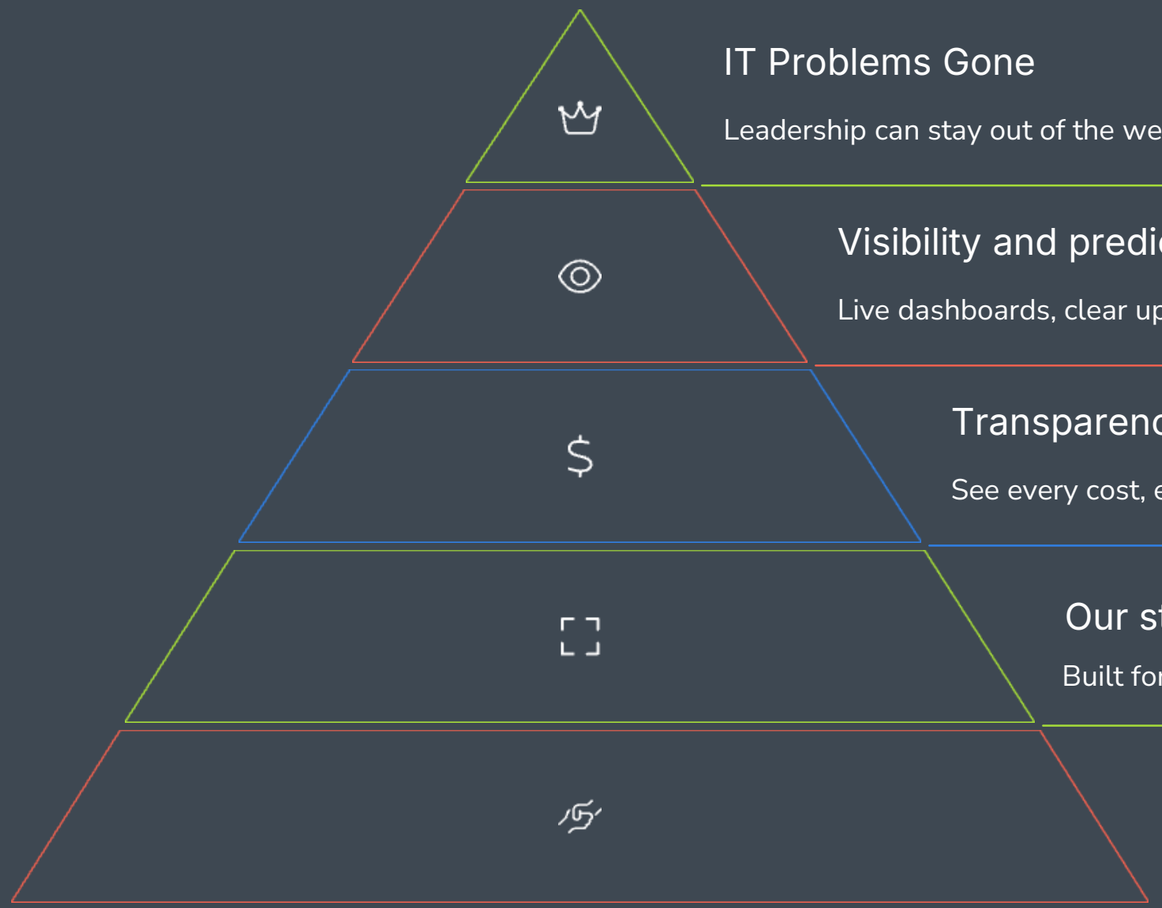
- Communication and support process are now established
- Assessments for longer-term standardization and efficiency gains
- Begin executing the plan to solve pain points and challenges

TASKS

- Continue to build rapport with end-users and meet with key contacts to optimize process
- Working collaboratively to approve the execution plans and establish timelines and measures
- Working closely with your team to prioritize business process opportunities, using our workflows

Summay

Why iVenture:



IT Problems Gone

Leadership can stay out of the weeds and focus on what matters.

Visibility and predictability

Live dashboards, clear updates, no surprises.

Transparency

See every cost, every action—no confusion.

Our structure scales with you

Built for growing small businesses

End-to-End Support

One partner for tickets, vendor relationships, strategy project, and security

The Best Business Technology Is the Kind That Works.

JAMESMOORE
TECHNOLOGY SERVICES

PROPOSAL TO PROVIDE INFORMATION TECHNOLOGY (IT) MANAGED SERVICES AND STRATEGIC SUPPORT FOR
THE CITY OF FLAGLER BEACH, FLORIDA

121 Executive Circle
Daytona Beach, FL 32114
386-257-4100
technology.jmco.com

Proposal To Provide IT Managed Services For

The City of Flagler Beach, Florida

Legal Name

James Moore Technology Services

121 Executive Circle
Daytona Beach, FL 32114

Phone: 386.257.4100
Fax: 386.252.0209
technology.jmco.com

Contact

Tomas Sjostrom
President

800.455.5676
Tomas.Sjostrom@jmcoit.com

May 20, 2026

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AT YOUR SERVICE.
ALWAYS.

Transmittal Letter

May 20, 2026

Ms. Penny Overstreet, City Clerk
City of Flagler Beach
105 S. 2nd Street
Flagler Beach, FL 32136

JAMESMOORE
TECHNOLOGY SERVICES

Dear Ms. Overstreet and Members of the Selection Committee:

We are pleased to submit our proposal to provide IT Managed Services for the City of Flager Beach (the City) in response to your RFP.

As your previous managed IT provider – and current auditing firm – we've established a trusting, longtime relationship with the City over many years. Between this history, our offices in five locations across Florida, and our decades of experience, there is no better firm to provide IT Network Services to the City than James Moore Technology Services (JM TS). We believe our proposal will demonstrate why JM TS is the best choice to serve you.

Unprecedented Experience

Some firms lack experienced personnel needed to fulfill client commitments and provide timely, professional service. At JM TS we understand the need for quick response times and readily available IT specialists. **We built a team who currently serves more than 70 governments, businesses, and nonprofit organizations throughout the state of Florida.** All members of this team carry a wide range of IT certifications and keep their knowledge updated through continuing professional education.

The JM TS team offers a variety of services including network managed services, network security, data backup, cyber security services, and business continuity. We combine our team approach to service delivery, and personal approach to client relationships, with advanced technology and proven, mature processes to ensure prompt, dependable, and efficient service. And because we're local, we're just minutes away whenever you need someone on site.

The bottom line.... ***we'll focus on your technology, so you can focus on fulfilling your mission.***

Approach to IT Services

JM TS believes in a collaborative working relationship between our team and the City of Flagler Beach. We take the time to tailor our services to meet your specific needs, and we've built a solid reputation for delivering proven solutions in a timely manner.

Addenda Received

We have received and acknowledge the following addenda to the City's RFP:

- **Addendum #1:** Received May 12, 2026
- **Addendum #2:** Received May 15, 2026
- **Addendum #3:** Received May 15, 2026

What our proposal cannot convey is our sincere desire to work with the City once again. We are confident our services and support will exceed your expectations and prove to be the best value for you.

Sincerely,

Tomas Sjostrom
President, James Moore Technology Services

Company Overview

About James Moore & Co.

Technology Services

James Moore's Technology Services (JM TS) has been a full service IT provider for 25+ years offering solutions such as managed IT services, network design, network installation and performance tuning, technology planning, and many other services.

James Moore began providing IT services when we could not find any skilled, experienced providers to help us grow our own business technology to meet digital-era challenges. We created an internal IT team whose members also helped our business partners, and eventually our clients, succeed with their technology. Ultimately, the department grew into a full-service arm of the firm. Your assigned team includes 15 information technology professionals with over 150 combined years of experience.

What We Do. Who We Are.

Our JM TS team offers a variety of advanced technical services, including:

- Network security
- Cyber security
- Data backup and protection
- Business continuity
- Proactive monitoring
- Maintenance
- Network managed services
- Single-location/multi-location network design
- Multi-location data access
- Server upgrades and consolidation
- Performance tuning
- Business technology planning and budgeting
- New solution planning and consulting
- Multi-vendor project collaboration
- Compliance planning

Because providing high quality service is a cornerstone of our philosophy, we take several steps to ensure we have the expertise and tools to take care of you like no one else can.

- Our experienced technicians are required to complete training benchmarks each year to keep current with new technology offerings and strategies.
- We have invested heavily in our Ticket Management System (TMS) to maintain high levels of efficiency and accountability by logging all the work we perform.
- We monitor our service response times so we can ensure we are exceeding our clients' expectations.
- We have regular client meetings to meet our clients' needs and prepare their technology for the future.

Company Overview

JM TS Managed Services

With JM TS, you'll see our commitment to outstanding service in every aspect of our work. It's in the big things, like fixing an imminent server failure on a holiday weekend. It's in the little things, like always being just a phone call away. And with JM TS Managed Services, our time-tested approach to service, we can ensure quality across the board.

While every client has unique needs, taking a consistent approach means we get it right the first time, every time. Here's what you can expect from JM TS Managed Services, The JM TS Approach to Service:

01

ASSESS

Understanding your business goals, and how your current technology influences them, is an important first step in assessing and diagnosing your situation. One of our managers or a senior technician will meet with you to learn about your objectives–and explain how your technology can help you attain them.

02

RECOMMEND

We'll create a concise scope of work and deliverables and review it with you to ensure your business needs will be met. Upon your acceptance of this scope, we will provide a number of fixed fee project options to eliminate risk on your end.

03

IMPLEMENT

Next, a project manager is assigned and project team defined to execute the project. The project manager will host a kickoff meeting with you to set timelines and milestones. You'll also receive regular updates from him or her regarding progress, observations, and issues that might arise.

04

VERIFY

Throughout your project, we will test and evaluate our work to ensure the project deliverables are operating within specifications. We'll also follow up with you to make sure your experience with us is what you expected.

05

FEEDBACK

We'll hold a final wrap-up meeting with you, the project manager, and our JM TS manager. Any deliverables will be provided at this meeting, and we'll discuss the outcome and address any project changes. We're always available to answer questions or assist after the project is complete.

Because "Business" Comes First in "Business Technology"

We're more than just a Technology company; we're part of a regional accounting and consulting firm that's been around for 60+ years. So we focus on the entire picture of your organization – your non-technology needs as well as your network, data, and equipment. With JM TS, you get a combination of technical and business expertise that most technology service providers simply don't have.

Relevant Experience & References

Documentation Demonstrating Experience

Government and Related Experience

For over a quarter century, the JM TS Team has been providing technology solutions for nonprofits and other organizations, including IT Managed Services and other forms of support for approximately 300 organizations throughout Florida. A *small sample* of our related experience in the IT realm is as follows:

- City of Cape Canaveral
- City of Flagler Beach
- City of Newberry
- City of St. Marks
- City of Williston
- CBC of Brevard
- CDS Family & Behavioral Health Services
- Community Partnership for Children, Inc.
- Disabled American Veterans Department of Florida
- Early Learning Coalition of Flagler and Volusia Counties
- Early Learning Coalition of Lake County, Inc.
- First Baptist Church
- Gainesville Alachua County Association of Realtors, Inc.
- The Greenhouse Church, Inc
- The Healthy Start Coalition of Flagler & Volusia Counties, Inc.
- East Central Florida Regional Planning Committee
- SantaFe Healthcare
- Southern Legal Counsel
- Holy Trinity Episcopal Church, Inc.
- Kinder Club School
- Legal Services of North Florida
- Partnership for Strong Families
- Rural Health Care, Inc. DBA Aza Health
- SantaFe Healthcare
- Southern Legal Counsel
- Volusia-Flagler Transportation Planning Organization
- WellFlorida Council, Inc.

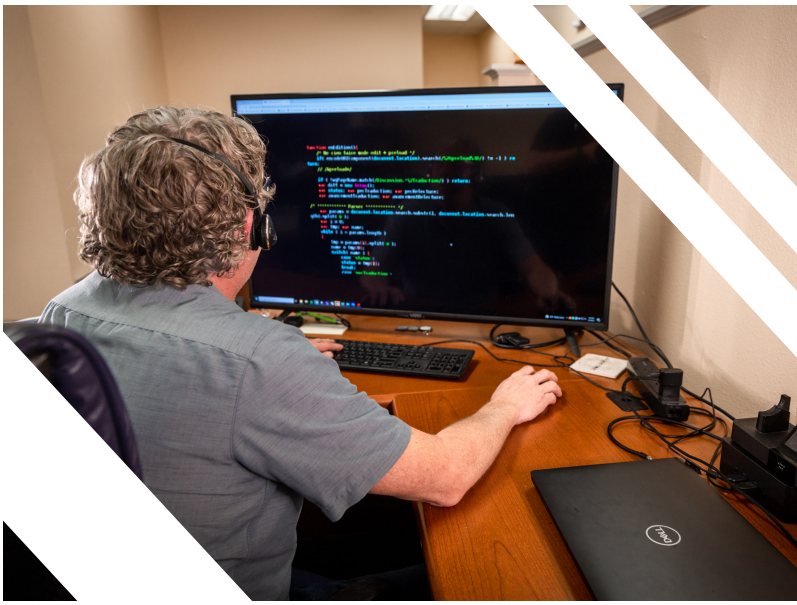
SAS94 IT Audit Experience

Government

- Town of Orange Park
- St. Johns River Water Management District
- St. Lucie West Services District
- City of Williston
- City of Daytona Beach Shores
- City of Palm Coast
- City of Flagler Beach
- County of Volusia
- State of Florida, Department of Education, Office of Student Financial Assistance
- Raydon
- University of Florida Foundation, Inc.
- University of Athletic Association, Inc.

General

- Pinellas County Head Start
- Vision HR
- Easter Seals of Volusia & Flagler Counties



Other Non-SAS94 Government Experience

- City of DeLand
- City of Flagler Beach
- City of Hawthorne

Relevant Experience & References

Documentation Demonstrating Experience

Below is an example of what our JM TS team is providing for a current local government client. Throughout the engagement, we effectively stabilized their network and established a life cycle plan that minimized ongoing IT issues.

- Monitor network 24 x 7 for critical events, performance issues, and hard drive failures.
- Remote management and monitoring 24 x 7 on all devices.
- Execute regular maintenance activities including installing Microsoft patches, auxiliary patches such as Adobe Flash, Java, and Microsoft Office.
- Perform other maintenance activities including, but not limited to, defragmenting hard drives, cleaning up temporary files, monitor and maintain anti-virus software, provide back-up solutions that we monitor and maintain.
- Perform a monthly test restore from backup to make sure the data can be recovered in the event of an emergency.
- Facilitate the IT side of disaster recovery plans.
- Research events and errors on servers and workstations.
- Provide monthly reports that show an overall health score of their network and the updates to their antivirus, security settings, patches, and other important network checks (like hard-drive space, backups, speed and performance, etc.).
- Liaison with other technology solutions providers such as SCADA, Utility Billing, ADG, phone system providers, internet service providers, website host, as needed.
- Migration to Microsoft Office 365.
- Provide written and electronic network documentation detailing what software licenses they own, critical passwords, user information, hardware inventory, etc.
- Install, configure, and maintain hardware life cycle and provide asset lists and expiration dates as well as making recommendations on a replacement schedule.
- Administer network accounts and services.
- Identify and perform all security management responsibilities.
- Establish and maintain VPN connectivity for remote users.
- Facilitate quarterly business tech review meetings to discuss upgrades, life cycle plans, and plan for future changes.
- Assist with budget planning.
- Assist with disaster recovery planning and preparations.

Relevant Experience & References

References

We are pleased to provide you with references that are similar in scope to the services requested by the City. The following references have benefited from the professional technology solutions services offered by JM TS, and we invite you to make inquiries, as necessary, regarding our dedication to client service, knowledge of information technology, and our professionalism.

City of Newberry

Dallas Lee, Assistant City Manager
25440 West Newberry Road
Newberry, FL 32669
352.472.2161 | dallas.lee@ci.newberry.fl.us

Early Learning Coalition Flagler Volusia

Melanie Barclay, Director of Finance
135 Executive Circle, Suite 100
Daytona Beach, FL 32114
386.323.2400 | mbarclay@elcfv.org

Early Learning Coalition Lake County

Lesha Buchbinder, Executive Director
1300 Citizen Boulevard, Suite 206
Leesburg, FL 34748
352.315.6662 | lbuchbinder@elclc.org

Emmer Development Corp.

Orianna Snook, CFO
2801 SW Archer Road
Gainesville, FL 32608
352.376.2444 | Orianna@emmergroup.com

> *James Moore Technology Services has done an excellent job supporting the diverse IT needs of our company across our 10 office locations. They are proactive in monitoring our systems, sending regular health reports, and recommending upgrades to keep our technology current and secure. Whenever we have an issue their team is quick to jump in, often resolving tickets within an hour.*
>
> **Orianna J. Snook, CEO**
> **Emmer Development Corporation**

Technical Approach & Methodology

Our Approach

We believe every organization should enjoy the benefits of having professional and experienced IT technicians working to protect their IT infrastructure and business critical information. We take care of your organization's day-to-day IT needs and prevent the unexpected events that can result in downtime.

Our process begins when we meet with you about your business operations. Our relationship builds as we map out the onboarding timeline with you so we can bring your organization the protection it needs while minimizing disruption to your operations.

JM TS technicians take a three-pronged approach to learn more about your organization:

1. We first interview key members of your staff to learn about the tools they use to do their job.
2. Next, we use specialized software to inventory your IT network to determine what technology is in place.
3. Finally, we do an on-site walk through and look for items that software cannot "see" to discover areas that may put your business information at risk.

Once we have completed the discovery process, we log all pertinent information into our Ticket Management System (TMS) so our technicians can reference it when needed; this results in less disruption for your staff and faster problem resolution when issues arise. We also provide you with direct access to our TMS so you can look at the service tickets being generated. You can check on the status of an issue and even update information in the ticket.

As we move forward, we continue to learn more about your organization. We have regular meetings to discuss your needs and identify areas where we can offer solutions to problems as well as make suggestions for technological improvements that will increase efficiencies for your business processes.

Our simple yet thorough pricing model makes it easy for you to set your budget and know what services are included in your plan. When working on a solution that is not part of our normal model, we use mostly outcome-based pricing in order to control costs. With this pricing model, your technology experience and cost are predictable and never left to uncertainty.

...For the last 10 years we have been hosting our email on our own servers using Microsoft Exchange. We recently decided to make the switch to Office 365 Business Premium based on the recommendation of James Moore and Co. The transition was nearly transparent to my users... and trouble free. I was able to free up resources in our virtual environment, reel in licensing with MS Office, get everything under one roof, and eliminate the hassle of maintaining email retention and storage issues.

[James Moore & Co Technology Solutions Team] was fast and always available to quickly answer questions...there literally were zero problems...I never spent a single night waiting on an email reply or worrying about an issue. This project went off without a hitch. If I had to go back and do anything different, I would have made this change much sooner.

Jerry Everetts, IT Director
Food Supply, Inc.

Technical Approach & Methodology

Hours and Availability

Availability of Key Staff During Business Hours

All key staff members are available during normal business hours by calling the JM TS Help desk (toll-free number) or by calling the project manager directly. Key personal also can be contacted by sending an email to the contact or submitting a help desk request and asking for a manager to call back.

Hours of Operation

Help desk and vendor management of the City's computer network(s) will be provided to the City by JM TS between the hours of 8:00 a.m. - 5:00 p.m. Monday through Friday, excluding observed holidays. Critical Event Alerting will be provided 365/24/7. However, JM TS shall not cease providing support to Client at 5:00 p.m. where such support was initiated prior to 5:00 p.m., and is identified as critical in nature.

JM TS can provide on-site assistance as needed.

Staff Support 24/7

Although our standard business hours are 8:00 a.m. - 5:00 p.m. Monday through Friday, we designate primary and secondary on-call persons to assist with critical after-hours incidents. In the event such an incident arises, the designated representative from the City will contact the JM TS help desk, as defined previously through our TMS.

It is common for JM TS to perform maintenance and project duties after normal business hours. When this work is scheduled, the City is notified of any expected outages and the work is logged in the TMS. This scheduled work does not impact the availability of the on-call persons.

After Hours Support

In the event of a critical after hours incident the designated representative from the City will contact the JM TS help desk, via email or calling the dedicated toll free number. The caller will leave a voicemail, stating their contact information, nature of the problem, and the urgency of the matter. That voicemail gets automatically transcribed into an email and text message and sent to the on-call technicians cell phone and TMS (TMS).

Average Response Time for After Hours Support

After-hours response times are in accordance with the SLA agreed upon. If an emergency service request is submitted after hours, the maximum response time will be one hour.

Technical Approach & Methodology

Hours and Availability

Guaranteed Response Times

All time intervals reference support hours of 8:00 a.m. - 5:00 p.m..

Service Requested	Impact Scope	Priority	Response Time	On-site
HIGH	A moderate number of users are affected, major business functions are inoperable, critical or important business processes are inoperable with no reasonable workaround. The system may be operational but severely restricted. Level 1 issues may have the following characteristics: » Critical Systems hang or crash » Data is lost or appears corrupt » Critical functions or people are inoperable » Performance is severely degraded » Error conditions which force a system restart	1	1 hour	2 hours
MEDIUM	A moderate number of users are affected, general business processes are unavailable/ inoperable, critical business processes are still operable.	2	4 hours	8 hours
LOW	A small number of users are affected, general business processes are available/operable.	3	24 hours	48 hours
SCHEDULED	An event which is scheduled more than a week in advance, e.g. support for a webinar.	4	special	special

[1] Plus travel time if distance is >10 miles or 30 minutes from the office from which the engineer is dispatched.

Technical Approach & Methodology

Communication and Reporting

Communication Strategy

Communication will be handled by email for Standard level or non-critical events through our TMS. Updates by phone to the point of contact or designated representative, as well as any key members, will be made for critical events in addition to the standard email communication through the TMS.

Reporting to the City

JM TS provides monthly reporting for general network health. Specific service items are processed through the JM TS Ticket Management System (TMS) and the ticket point of contact, as well as the clients designated representative(s), are notified of ticket status and completion via email through that system. In addition, we will facilitate regular meetings with the City's representative(s) to discuss network health, service levels, lifecycle planning, and future goals, among other items.

Every issue reported by the City will be stored in the TMS and a service ticket number will be assigned for tracking purposes. The submitter and the City's point of contact (POC) will receive an email with this ticket number. All communication about this ticket will include the ticket number and the ticket can be tracked through the JM TS service portal.

When a ticket changes status, such as completed, the submitter and the City's POC will receive a notice stating the ticket status as well as any applicable notes about the resolution. In addition, any items JM TS discovers through our monitoring, maintenance, or normal work process will be logged in the TMS and a ticket number will be created. The City's POC will be identified on the ticket and all communications for that ticket will be sent to the City's POC as described above.

JM TS also will provide monthly reports on general network health and document critical alerts and responses to the City. The majority of the communication between the engagement team members and the City will be handled over the phone or via email. All planning meetings such as life cycle management, business improvement and analysis, and quarterly meetings will be conducted in person or remotely as preferred by the City.

Critical Event Alerts

JM TS is alerted when a critical event occurs on the monitored device using a software agent installed on each Microsoft Windows server and workstation. Common server monitors include, but are not limited to, hardware failures, system services failures, drive space issues, high CPU utilization, and high disk queues. We also run a series of proactive tests on the network and are alerted when a test fails. Some of the tests include Active Directory Diagnostics and Real Time Black Lists (RBL) checks.

JM TS takes a very aggressive posture on monitoring data backups. We review the backup logs every day and perform no less than two restore tests each month, one from the on-site storage repository and one from the off-site storage repository.

Documentation Made Available to the City at End of Contract

If, at the end of the contract, the decision is made to move to another provider, JM TS would provide to the best of its ability: configuration and installation information gathered for software we have worked with; hardware in place in the environment; and licensing information for any active software purchased from JM TS and a logical network diagram.

Confidentiality and HIPAA Compliance

JM TS observes HIPAA as well as other standard confidentiality regulations and agrees not to disclose information to third parties. Any release of information or communication with a third party must be at the written request of and approval by the point of contact or designated representative.

Technical Approach & Methodology

Security

Securing Client Information

Information security is very important to JM TS, and we work directly with management and software vendors to implement industry best practice solutions for protecting access to information. Given the escalating cost of network breaches and the loss of public confidence that comes as a result of such events, maintaining the privacy and protection of your information is a top priority for us, therefore we utilize a strategic layered approach to security. Our solution focuses on continuous user education, strong technology protections (firewall, AV, EDR, VLANS, etc.), and robust policies based on a zero trust with default deny rules. This philosophy ensures the City is always at the highest level of readiness against both external and internal threats while promoting a safe and efficient work environment.

Security Strategies

Some of the strategies we use to secure our client data include the following:

1. A dedicated firewall application with the following capabilities:
   - Deep packet inspection to provide another layer of security within your firewall.
   - Anti-virus protection that is separate from workstation anti-virus.
   - Web blocker to prevent organizational computers from visiting unauthorized or compromised websites.
   - Intrusion detection/prevention to terminate connections from suspicious looking internet traffic.
2. Anti-virus and anti-malware on each workstation and server.
3. Regular and timely patch installation for Microsoft Windows and applications, including, but not limited to:
   - Microsoft Word, Excel, Outlook
   - Adobe Reader
   - Adobe Flash
   - Java
4. Folder security for sensitive data such as Payroll and HR to protect against misuse or accidental exposure.
5. Implement stronger passwords and change them frequently.
6. Hard drive encryption on the workstations, servers, and mobile devices to protect sensitive data if the device is lost or stolen.
7. Disabling USB ports to protect sensitive data from leaving the organization without authorization. Limit connectivity to approved devices only. If USB drives are used, make sure they are encrypted.
8. Cyber-Security awareness training and testing for all City employees.
9. We promote and encourage the use of multi-factor authentication solutions.
10. We promote and implement a zero-trust philosophy across the City for the highest level of protection from the zero day exploits and unknown or new threats.
11. We implement strict application controls that prevent legitimate applications like Word and Excel from being mis-used by a bad actors and cyber terrorists.

Security Certifications

JM TS adheres to NIST, PCI, and HIPAA compliance standards in all of our solutions. We require our technicians to maintain high levels of training including in the security space. Much of our staff have completed industry recognized security training from CompTIA, Microsoft, Watchguard, and others.

Staffing Plan and Key Personnel

Staffing Plan and Responsibilities

We believe the primary asset of any business is the quality and skill of its employees. Our technicians are required to keep the most up-to-date vendor certifications in all the software we support. Due to the level of quality and care we place in hiring the most qualified technicians, only 1% of IT applicants complete the hiring process and join our JM TS team. We understand the benefit of continuity of all team members year after year, but also recognize the benefit of fresh perspectives and ideas. We utilize the same core IT management and professional IT staff for consistency in leadership and vision, while rotating in additional staff during support activities, which provides intangible benefit to our clients with higher levels of familiarity and reduced disruption to your operations. We will provide an experienced team who is knowledgeable about government entities.

Technical and Administrative Staff

Tomas Sjostrom	President	He will be a technical resource for the entire team who will be available to answer questions and address specific questions or concerns that arise throughout the engagement.
Ryan Wilkerson	Operations Director	He will have complete oversight of service delivery team members and service delivery, and will be the primary point of contact for the City. He will ensure the highest quality of client service and technical competence.
Jerry Pflueger	Client Relationship Manager	He will serve as liaison for the City for regular meetings and identifying solutions to technological improvement. He also will be the alternate liaison between JM TS and the City during any temporary absence of the Service Manager.
Curtis McCallister	Manager, Technology Solutions	He will provide technology consulting to JM TS group as needed.
Larry Neal	ITS Manager	He will provide consultation for network planning, design, and support, including security and data management.

Project Team

Josh Ellis	Project Engineer	He will assist with critical or level three technical issues including security, performance, and efficiency standards. Josh will assist with or manage network enhancement projects as assigned by your account manager.
Patrick Conway Chris Cherry	Project Technicians	They will assist the Project Engineer with various hardware deployments and configurations as needed.

Service Team

Michael Landes	Client Project and Services Manager	He will have complete and final responsibility for the network administration and support services, from planning to completion.
Mike Anderson Jonathan Van Cleve Joey Hays	Service Technicians	They will assist with hardware and software updates, respond to workstation issues as they arise, assist with the management of inventory and licensing of all IT assets, assist with computer and equipment replacements, and other tasks as necessary.
Ryan Price	Service Dispatcher	He will be responsible for prioritizing service requests and managing the deployment of team members, and ensuring all service tickets are processed in a timely manner.

Staffing Plan and Key Personnel

Résumés

Tomas Sjostrom, CISSP

President, Technology Services

A professional technical leader with previous CEO, CIO, CISO, and CTO titles, Tomas has spent nearly 30 years working in IT compliance, management and cybersecurity in a wide range of industries and projects. At James Moore Technology Solutions he leads strategic planning and business development operations and supports his team as they provide more services and grow the company's customer base.

Tomas has been on both the buying and selling sides of the equation, giving him a keen understanding of the balance between the right level of service and affordability. He measures his most memorable projects by the results achieved, whether it was untangling failing efforts in service delivery or pushing through with new technologies or ways of working.

Tomas earned a Bachelor of Science in Computer Science from the University of Georgia. He also holds a Certificate in Business Administration and General Management from the Stockholm School of Economics Executive Education.

Certifications & Memberships

- Certified Information Security Manager
- Certified Information Systems Security Professional (CISSP)
- Audits according to ISO 27001
- Quality control and revision – according to ISO 9004
- Novell NetWare GroupWise 5 Advanced Administration
- Criminal Justice Information Certified (CJIS)
- Infragard

Ryan Wilkerson

Operations Director

Ryan has over two decades of customer service excellence spanning various industries. His extensive experience positions him as a seasoned professional with a keen eye for detail and a commitment to excellence.

When it comes to workstation issues, Ryan is quick to respond, addressing them promptly to ensure minimal disruption to operations. Beyond issue resolution, he actively contributes to hardware and software updates, ensuring systems remain up-to-date and optimized for peak performance. Moreover, Ryan takes charge of inventory management and IT asset licensing, ensuring organizational compliance and efficiency in asset utilization.

Furthermore, Ryan is adept at coordinating computer and equipment replacements, seamlessly managing transitions to maintain continuity in workflow. He handles a variety of other tasks with ease, demonstrating his readiness to adapt and excel in any situation.

Certifications

- CompTIA A+
- Microsoft Certified Professional (MCP)
- Certified Novell Administrator (CNA)
- Criminal Justice Information Certified (CJIS)

Staffing Plan and Key Personnel

Résumés

Jerry Pflueger, MCSA, MSBS

Client Relationship Manager

With an impressive track record spanning 33 years, Jerry has established himself as a trusted authority in providing comprehensive IT support to a broad spectrum of clients, including government entities, nonprofit organizations, and businesses across diverse industries.

Jerry's expertise lies in the meticulous design and fortification of IT infrastructures, offering tailored technology consulting services and personalized computing solutions to meet the unique needs of each client. His multifaceted role encompasses strategic planning, seamless implementation, and diligent maintenance of network environments, as well as the installation of robust IT system controls aimed at mitigating potential business risks.

Furthermore, Jerry is adept at managing email systems, spearheading internet connectivity projects, and providing steadfast software support to ensure uninterrupted operations and optimal performance for his clientele. With a keen eye for detail and a commitment to excellence, Jerry remains dedicated to delivering innovative solutions that empower organizations to thrive in today's ever-evolving digital landscape.

Jerry received a Bachelor of Science in Information Systems Technology from the University of Central Florida. His studies included computer science and network technology services.

Certifications & Memberships

- Microsoft Certified Systems Administrator (MCSA)
- Microsoft Certified Professional (MCP)
- CompTIA Network+ Certified Professional
- CompTIA A+ Certified Professional
- Microsoft Certified Small Business Specialist
- Criminal Justice Information Systems (CJIS)

Curtis McCallister, MCSE, CCA

Manager, Technology Solutions

Drawing upon a wealth of over thirty years of IT expertise, Curtis commenced his illustrious career in the military, where he cultivated a profound appreciation for teamwork and service excellence. For nearly two decades, he has been a member of the JM TS team delivering unparalleled service. Curtis's impactful contributions extend across diverse sectors, including nonprofit organizations, government entities, and businesses, where he has adeptly applied process improvement principles to elevate consulting, project management, and service provision endeavors.

Driven by an unwavering commitment to innovation, Curtis remains at the forefront of technological advancements, perpetually exploring emerging technologies to craft cutting-edge solutions for clients. His dedication to staying abreast of the latest developments in the IT landscape underscores his relentless pursuit of delivering innovative yet cost-effective solutions, cementing his reputation as a visionary leader in the field.

Certifications

- Microsoft Certified Systems Engineer (MCSE)
- Certified Citrix Administrator
- CompTIA Security+
- Microsoft Exchange Server 2010 and 2007
- Microsoft Hyper-V
- CompTIA Network+
- Criminal Justice Information Systems (CJIS)

Staffing Plan and Key Personnel

Résumés

Larry Neal, MCSA

ITS Manager

Boasting nearly 20 years of experience in the realm of Information Technology, Larry assumes a leadership role, spearheading a team of seasoned technology experts. In his capacity, he meticulously oversees project timelines, budget allocations, and the day-to-day operations of the firm's ITS team, ensuring seamless functionality and optimal efficiency.

Collaborating closely with JM TS projects, Larry plays a crucial role in assisting government clients, adeptly resolving an array of hardware, software, and connectivity challenges spanning diverse workstation and server environments. His profound expertise extends beyond mere issue resolution; Larry specializes in optimizing remote access capabilities and fortifying network security protocols to bolster performance and enhance connectivity across all fronts. Through his strategic interventions and steadfast dedication, Larry continues to elevate operational standards and drive transformative outcomes for both his team and the clients they serve.

Larry earned a Bachelor of Science in Computer Engineering from the University of Florida.

Certifications

- Microsoft Certified Solutions Associate (MCSA)
- CompTIA A+
- CompTIA Network+
- WatchGuard Certified Security Professional

Josh Ellis, MCSE, MCTS: Azure

Project Engineer

Josh brings a decade of invaluable experience in the IT industry to the forefront, with a specialized focus on computer networking, including network security and workstation support. His adeptness in troubleshooting extends to VPNs and various communication systems such as wireless and local area network switches, which he vigilantly monitors on a daily basis.

Drawing from his wealth of experience in security and firewalls, Josh possesses a comprehensive understanding of TCP/IP and IPv6 networking, complemented by a solid foundation in SQL servers. His proficiency extends to a diverse range of operating systems, including Cisco, ScreenOS, and Juniper JunOS, further bolstered by his expertise in data storage/archive, disaster recovery, and Microsoft Windows Server Operating Systems environments.

Josh's mastery of these technologies and systems not only underscores his expertise but also positions him as a valuable asset capable of navigating complex IT landscapes with finesse and precision.

Josh received Associate of Science degrees in Computer Programming and Computer Information Technology from Florida Gateway College.

Certifications

- Microsoft Certified Solutinos Associate (MCSA): Windows Server 2012 and 2016
- Microsoft Certified Solutions Expert (MCSE): Cloud Platform and Infrastructure
- Cisco Certified Network Professional (CCNP): Enterprise
- MCTS: Azure
- Cisco Certified Network Associate (CCNA): Routing & Switching
- Microsoft Specialist: Implementing Microsoft Azure Infrastructure Solutions
- Criminal Justice Information Certified (CJIS)

Staffing Plan and Key Personnel

Résumés

Patrick Conway

Project Technician

Patrick is an experienced IT professional with over a decade of hands-on experience. Since earning his CompTIA A+ and Microsoft Certified Desktop Support Technician (MCDST) certifications in 2008, Patrick has excelled in both freelance and professional IT roles.

Currently working towards a bachelor's degree in Cyber Security, Patrick aspires to specialize as a cyber data forensics analyst. Prior to joining James Moore, he provided Level 2 support for the internal IT division of a healthcare insurance company, where his expertise and dedication were consistently recognized.

With a strong foundation in IT support and a passion for cybersecurity, Patrick makes significant contributions to the field as it continues to evolve.

Length of Service: November 2023 - Present

Certifications

- CompTIA A+
- Criminal Justice Information Certified (CJIS)
- Microsoft Certified Desktop Support Technician (MCDST)

Chris Cherry

Project Technician

Chris is an experienced IT and AVL (audio, video, and lighting) professional with a strong background in technology management, system integration, and production. As IT/Production Director at his previous job, he oversaw IT infrastructure, managed over 500 devices, and led AVL production across multiple campuses. With expertise in MacOS, Windows, network configuration, and digital audio systems, Chris excels in technical problem-solving and team leadership. Known for his ability to optimize systems and enhance user experiences, he is passionate about delivering innovative technical solutions that drive efficiency and engagement.

Chris received an Associate of Science and an Associate of Arts from Lake City Community College.

Length of Service: January 2025 - Present

Certifications

- Adamson Systems Engineering Design/Integration Partner
- Avid Certified Professional: Avid Venue S6L
- CTs Integrator Certification
- Dante Level 3 Certification
- dLive Certification
- L-Acoustics Design/Integration Partner
- QSC Q-SYS Certification
- Shure RF Certification

Staffing Plan and Key Personnel

Résumés

Michael Landes

Client Services Manager

With a wealth of experience accumulated over 15 years of dedicated customer service across a myriad of industries including investments, insurance, law enforcement, and military, Michael is a seasoned professional with a diverse skill set.

Michael takes a proactive approach in tackling workstation issues as they arise, leveraging his expertise to facilitate seamless hardware and software updates. He takes charge of overseeing inventory management and IT asset licensing, ensuring organizational compliance and efficiency. Michael coordinates the replacement of computers and equipment.

Beyond these core responsibilities, Michael demonstrates versatility and readiness to tackle various other tasks as required, showcasing his adaptability and commitment to delivering exceptional results across all facets of his role.

Certifications

- Microsoft Modern Desktop Administrator (in progress)
- Criminal Justice Information Certified (CJIS)

Mike Anderson

Service Technician

Mike began his technology career through his passion for photography and videography. For a decade, he honed his skills in this field, but a growing desire to immerse himself deeper into the world of technology and pursue endless learning opportunities led him to seek a new career path. Mike embarked on his professional transition by acquiring the foundational CompTIA A+ certification. This pivotal step opened doors for him, landing his inaugural role in an internal IT environment where he supported a user base exceeding 150 individuals. Mike has expanded his expertise across a spectrum of domains, ranging from computer hardware and software to operating systems and networking. He continues to study for certifications and gain a broad level of knowledge from computer hardware and software to operating systems to networking.

Certifications

- CompTIA A+
- CompTIA Network+
- Microsoft Security, Compliance, and Identity Fundamentals
- Criminal Justice Information Certified (CJIS)
- CompTIA Security+ (in progress)

Staffing Plan and Key Personnel

Résumés

Jonathan Van Cleve

Service Technician

With over a decade of experience under his belt, Jonathan leverages his comprehensive knowledge to provide support for small business networks. His expertise includes server, virtualization, networking, email, and desktop support.

Jonathan holds a Bachelor of Science in Information Technology/Software Engineering and an Associate of Arts (concentration in Information Technology/Networking) from the University of Phoenix.

Length of Service: June 2021 - Present

Certifications

- Microsoft Azure Fundamentals
- Veeam Certified Sales

Joey Hays

Service Technician

Joey is a former U.S. Navy Nuclear Machinist's Mate First Class with 10 years of experience supporting and supervising mission-critical technical operations in high reliability environments. During his naval service, he held leadership and quality assurance roles that required precise documentation, disciplined task prioritization, and coordination across diverse technical teams. While on active duty, he earned a Bachelor of Science in Computer Science from Southern New Hampshire University to support his transition into the IT and services sector and to align his professional work with his passion for technology and problem solving. Joey now applies both his operational discipline and formal computer science education to support efficient, customer focused IT service operations. His structured, solutions-oriented approach enables him to deliver dependable support while contributing to continuous improvement for clients and project teams.

Length of Service: October 2025 - Present

Ryan Price

Service Dispatcher

Ryan has four years of experience with Java applications, database integrations, debugging, and troubleshooting complex IT issues. In his employment prior to joining JM TS, he spearheaded the development of Java applications.

Certifications

- CompTIA A+
- Java Full Stack Developer
- Network+ (in progress)

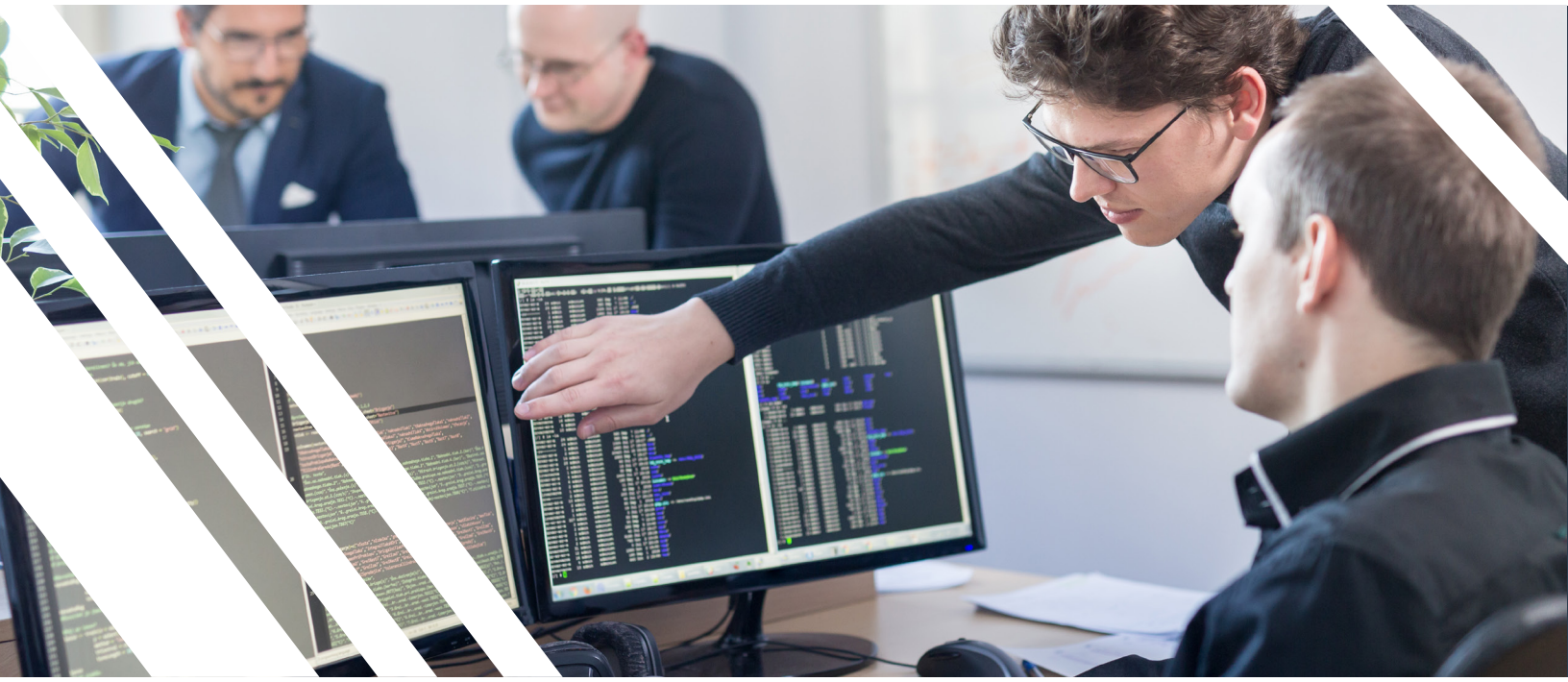
Staffing Plan and Key Personnel

Team Member Certifications

Team members hold the following certifications:

- Audits according to ISO 27001
- Certified Citrix Administrator
- Certified Information Security Manager
- Certified Information Systems Security Professional (CISSP)
- Certified Novell Administrator (CNA)
- Cisco Certified Network Associate (CCNA): Routing & Switching
- Cisco Certified Network Professional (CCNP): Enterprise
- CompTIA A+
- CompTIA Network+
- CompTIA Security+
- Criminal Justice Information Certified (CJIS)
- Java Full Stack Developer
- MCTS: Azure
- Microsoft Azure Fundamentals
- Microsoft Certified Desktop Support Technician (MCDST)
- Microsoft Certified IT Professional
- Microsoft Certified Professional (MCP)
- Microsoft Certified Small Business Specialist
- Microsoft Certified Solutions Associate (MCSA)
- Microsoft Certified Solutions Expert (MCSE): Cloud Platform and Infrastructure
- Microsoft Certified Systems Administrator
- Microsoft Certified Systems Engineer (MCSE)
- Microsoft Certified Technology Specialist
- Microsoft Exchange Server 2010 and 2007
- Microsoft Hyper-V
- Microsoft Modern Desktop Administrator (in progress)
- Microsoft Security, Compliance, and Identity Fundamentals
- Microsoft Specialist: Implementing Microsoft Azure Infrastructure Solutions
- Novell NetWare GroupWise 5 Advanced Administration
- Quality control and revision - according to ISO 9004
- Sophos Firewall Engineer
- Sophos Sales Consultant
- Veeam Certified Sales
- WatchGuard Certified Security Professional

SOC/NOC Capabilities



Built for Security, Stability, and Business Continuity

JM TS delivers comprehensive SOC and NOC-style managed IT services designed to maximize uptime, strengthen cybersecurity, and ensure business continuity for government, nonprofit, and commercial clients across Florida. We provide 24x7x365 monitoring of servers, workstations, backups, network infrastructure, and critical systems using advanced Remote Monitoring and Management (RMM) and Professional Services Automation (PSA) platforms.

From a SOC perspective, JM TS employs a layered cybersecurity strategy built around Zero Trust principles, endpoint detection and response (EDR), firewall management, intrusion detection and prevention, email filtering, encryption, multifactor authentication, and cybersecurity awareness training. Security monitoring includes malware filtering, web category blocking, geolocation filtering, vulnerability mitigation through patch management, and continuous review of suspicious activity. JM TS aligns its security approach with recognized standards including NIST, HIPAA, PCI, and CJIS requirements.

JM TS also maintains structured escalation procedures with Tier 1–3 support, dedicated security analysts, and after-hours response capabilities to address critical incidents quickly and effectively. Their integrated reporting, lifecycle planning, disaster recovery, and business continuity services provide clients with a proactive, enterprise-grade managed IT environment backed by experienced, certified professionals

JM TS's NOC capabilities include real-time monitoring of network performance, server health, internet connectivity, storage capacity, RAID failures, hardware alerts, and critical system services. The team performs proactive maintenance such as operating system patching, firmware updates, antivirus management, backup verification, and monthly restore testing to ensure operational stability and rapid recovery in the event of disruption. Automated alerting and ticket escalation workflows enable rapid incident response and efficient service delivery.

Helpdesk & Support Model

Work Orders and Maintenance

Work Order/Trouble Ticket System

JM TS utilizes suite of tools to support the City, including a Service Management platform to track and log all service requests created by a City employee or by JM TS in the course of our work. The TMS holds details and descriptions about all aspects of the City's infrastructure, software, tools, resources, subscriptions, etc. Anything JM TS comes in contact with gets logged in the TMS for future reference. The TMS is searchable and used as a live knowledge base for the City's technology. It is located at JM TS in the Gainesville server room and the data are housed in an encrypted database. MFA is required to access any of the data or resources available in the TMS or the suite of tools used.

We understand the importance of receiving help in a timely manner. We have established three ways to easily obtain assistance:

VIA EMAIL

This automatically creates a help request ticket and sends you an email with the ticket number.

- Send the email to support@jmcoit.com
- IMPORTANT! To set the Priority Level, the Subject of your email must contain "High" for High level, "Medium" for Medium level, "Low" for Low level, and "Scheduled" for business events that have been scheduled and require support at a specific date/time. Ex: "High I Can't access server" or "Medium the Finance department can't print"
- Fill in as many details as you can in the body of the email. Include attachments or screen captures if you think that will help illustrate the problem you're trying to describe.
- You can reply to the email you get back from the JM TS TMS. Your email will be automatically added into the comments for that ticket.

VIA PHONE - JM TS HELP DESK

- Call our dedicated Help Desk number: 800-455-5676.
- The Call Router will ask you for your contact information, a description of the problem, and the urgency of the problem.
- The Call Router will create a service request for you and will contact the on-call technician.

VIA THE INTERNET

Log into the JM TS TMS at
https://connect.jmcoit.com/support

- Enter your email address and password (this may be a different password than the one you use to login to your computer)
- Click Submit
- Complete the form and select your priority
- Click Submit

Helpdesk & Support Model

Work Orders and Maintenance

Escalation Plan

JM TS will respond to the City's help desk requests under the provisions detailed in work order/trouble ticket and utilizing its best efforts to support the City after hours and on holidays. Help desk requests must be opened by the City's designated contacts, by email to our Help Desk, or by phone if email is unavailable. Each call will be assigned a ticket number for tracking. Our service request escalation process is detailed as follows.

TIER 1 SUPPORT

- Issue is qualified to determine if it can be resolved through Tier 1 Support.
- If issue can be resolved through Tier 1 Support using remote access:
  - Tier 1 Resolution - Issue is worked to successful resolution
  - Quality Control - Verification that issue has been resolved to Client's satisfaction
  - Ticket is closed after complete problem resolution details have been updated in JM TS TMS
- If issue cannot be resolved through Tier 1 Support using remote access:
  - Technician contacts the user, if applicable, and schedules an on-site visit
  - Issue is worked to successful resolution
  - Quality Control - Verification that issue has been resolved to Client's satisfaction
  - Ticket is closed after complete problem resolution details have been updated in JM TS TMS
- If issue cannot be resolved through Tier 1 Support, it is escalated to Tier 2.

Helpdesk & Support Model

Work Orders and Maintenance

TIER 2 SUPPORT

- Issue is qualified to determine if it can be resolved through Tier 2 Support.
- If issue can be resolved through Tier 2 Support using remote access:
  - Tier 2 Resolution – Issue is worked to successful resolution
  - Quality Control – Verification that issue has been resolved to Client's satisfaction
  - Ticket is closed after complete problem resolution details have been updated in JM TS TMS
- If issue cannot be resolved through Tier 2 Support using remote access:
  - Technician contacts the user, if applicable, and schedules an on-site visit
  - Issue is worked to successful resolution
  - Quality Control – Verification that issue has been resolved to Client's satisfaction
  - Ticket is closed after complete problem resolution details have been updated in JM TS TMS
- If issue cannot be resolved through Tier 2 Support, it is escalated to Tier 3.

TIER 3 SUPPORT

- Issue is qualified to determine if it can be resolved through Tier 3 Support.
- If issue can be resolved through Tier 3 Support using remote access:
  - Tier 3 Resolution – Issue is worked to successful resolution
  - Quality Control – Verification that issue has been resolved to Client's satisfaction
  - Ticket is closed after complete problem resolution details have been updated in JM TS TMS
- If issue cannot be resolved through Tier 3 Support using remote access:
  - Technician contacts the user, if applicable, and schedules an on-site visit
  - Issue is worked to successful resolution
  - Quality Control – Verification that issue has been resolved to Client's satisfaction
  - Ticket is closed after complete problem resolution details have been updated in JM TS TMS
- If issue cannot be resolved through Tier 3 Support, it is escalated to 3rd Party Support (if available).

THIRD-PARTY SUPPORT

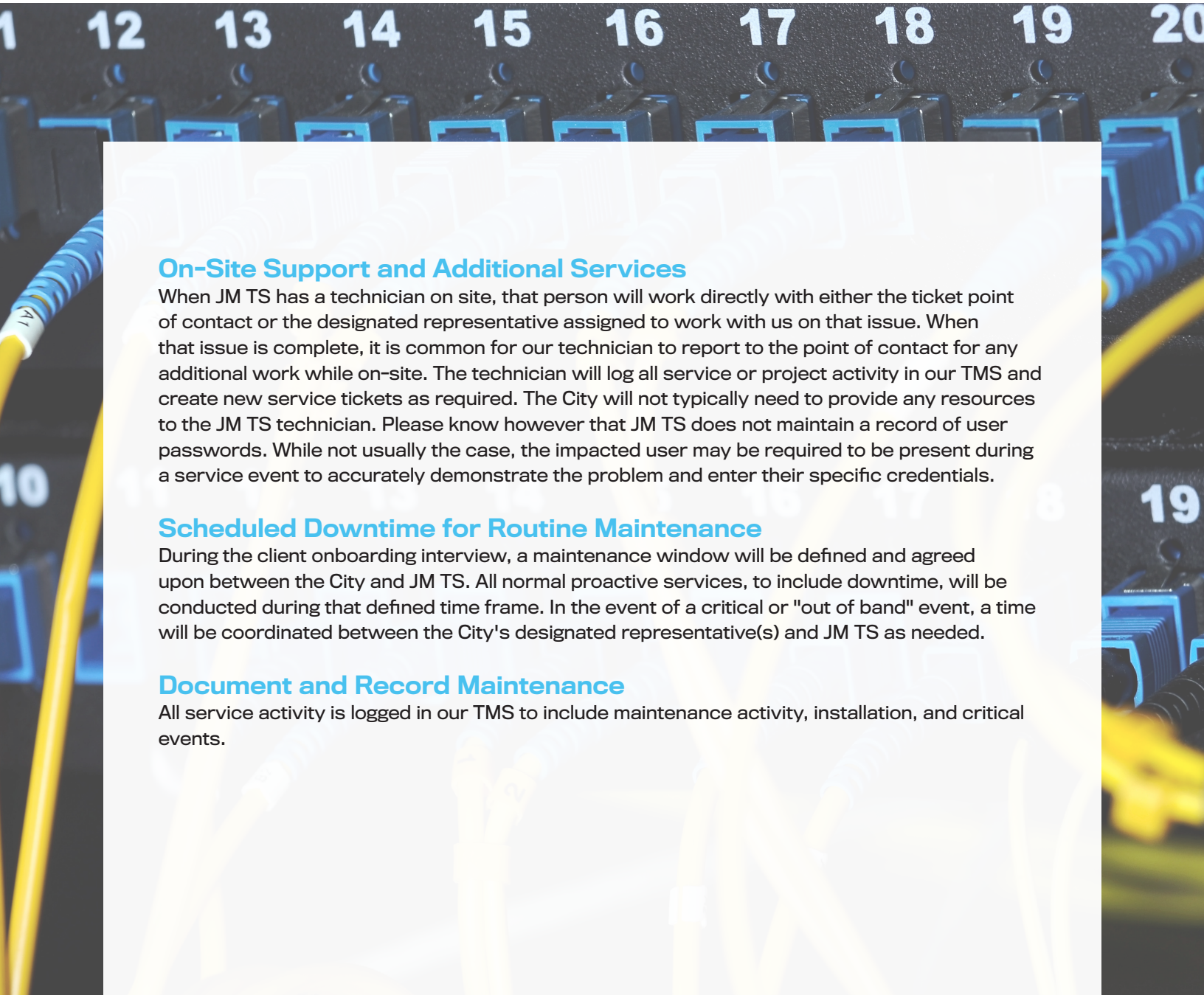
- Issue is qualified to determine if it can be resolved through third-party support.
- If issue can be resolved through third-party support:
  - At the client's discretion, the JM TS will work with 3rd party support to work the issue until resolution
  - Quality Control - Verification that issue has been resolved to Client's satisfaction
  - Ticket is closed after complete problem resolution details have been updated in JM TS TMS

MANAGEMENT DECISION POINT

- If issue cannot be resolved through third-party support, then a meeting is held between JM TS and the City's POC to discuss the problem in detail and JM TS will request a meeting with the City to provide a recommended action as well as alternatives solutions.

Helpdesk & Support Model

Work Orders and Maintenance



On-Site Support and Additional Services

When JM TS has a technician on site, that person will work directly with either the ticket point of contact or the designated representative assigned to work with us on that issue. When that issue is complete, it is common for our technician to report to the point of contact for any additional work while on-site. The technician will log all service or project activity in our TMS and create new service tickets as required. The City will not typically need to provide any resources to the JM TS technician. Please know however that JM TS does not maintain a record of user passwords. While not usually the case, the impacted user may be required to be present during a service event to accurately demonstrate the problem and enter their specific credentials.

Scheduled Downtime for Routine Maintenance

During the client onboarding interview, a maintenance window will be defined and agreed upon between the City and JM TS. All normal proactive services, to include downtime, will be conducted during that defined time frame. In the event of a critical or "out of band" event, a time will be coordinated between the City's designated representative(s) and JM TS as needed.

Document and Record Maintenance

All service activity is logged in our TMS to include maintenance activity, installation, and critical events.

Pricing Structure

EXTRAORDINARY only refers to our LEVEL OF SERVICE.

Our fees for the services are as follows and include administrative costs. Per the City's RFP, we have pricing structures for one-year, three-year, and five-year contracts.

One-Year Contract

Year	Fees
2026	$215,700

Three-Year Contract

Year	Fees
2026	$204,230
2027	$215,397
2028	$227,234

Five-Year Contract

Year	Fees
2026	$193,282
2027	$203,792
2028	$214,932
2029	$226,741
2030	$239,258

(All contracts will also require a one-time onboarding fee of $5,000.)

This package includes all of the following services:

- Unlimited remote service on covered items during standard support hours (M-F, 8:00 a.m.-5:00 p.m.)
- On-site services available upon demand on covered items during standard support hours
- After hours emergency support
- One-hour maximum response time for emergency service during standard support hours
- Monthly, quarterly, and semi-annual maintenance procedures
- Monthly network health reports
- 24 x 7 x 365 critical event monitoring
- Semi-annual business meetings
- Access to JM TS's TMS (ticket creation, update, review, escalation)
- Data security and permissions
- Active Directory monitoring and health checks
- Microsoft Exchange maintenance, monitoring, and health checks
- Diagnose of email delivery issues
- Remote access solution support
- Diagnose Internet slowdowns and problematic websites
- Diagnose printing problems from workstations to network printers
- Managed Detection and Response (MDR) security solutions software on each workstation and server (software, monitoring, and support)
- Managed backup solution (software and monitoring/maintenance)
  - Daily back up checks (business days excluding holidays)
  - Monthly test restores
- Clean viruses and other malicious software from computers

Exceptions or Deviations

Billing for Additional Services

If you would like to engage JM TS for additional services outside of the scope of services proposed, we will render a billing for such services at an amount or rates agreed upon prior to the beginning of the engagement. Hourly rates for these services are as follows:

Type	Hourly Rate
Discounted Standard Rate	$166.50
Discounted After-Hours Rate	$189.00

Exceptions to the Scope of Services

- Online support: Billable at our discounted rate ($166.50 per hour)
- Travel: Billable at $85 per hour
- Projects: Billable at our discounted rate of $166.50 per hour

Optional Services (prices are per year)

- ThreatLocker Zero Trust: $10,872
- Keeper Enterprise Password Manager: $8,520
- KnowBe4 Security Awareness Training: $7,668
- DUO Essentials MFA: $5,112
- Connectwise Streamline IT Ticketing (for local IT): $900
- Amazon Cloud Storage for Backups (per GB): $0.60

PROPOSAL FOR MANAGED IT SERVICES

Information Technology Managed Services & Strategic Support

Submitted in response to the **City of Flagler Beach** Request for Proposals (RFP Number FB-26-2005) for comprehensive IT managed services, cybersecurity operations, cloud migration, and strategic IT leadership.

SUBMITTED TO **City of Flagler Beach, FL**	RFP NUMBER **FB-26-2005**
SUBMISSION DATE **20 May 2026**	SUBMITTED BY **Rolle IT, LLC**

COMPANY IDENTIFIERS

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ADDENDA ACKNOWLEDGEMENT

Addenda Received & Incorporated

Rolle IT, LLC acknowledges receipt of **Addendum No. 1** (May 12, 2026), **Addendum No. 2** (May 13, 2026), and **Addendum No. 3** (May 13, 2026). All clarifications, changes, and additions contained within have been reviewed and incorporated into this proposal response.

2019	CJIS	24/7	FL
SERVING FEDERAL, SLED & COMMERCIAL	COMPLIANT & CERTIFIED	EMERGENCY SUPPORT	BASED & AUTHORIZED

Executive Summary

Dear Members of the Evaluation Committee,

The City of Flagler Beach is at a pivotal moment — transitioning from a county-managed IT arrangement to an independent, purpose-built partnership that treats your needs as a priority, not an afterthought. We understand that rising costs and limited responsiveness drove this decision, and we are prepared to deliver the accountability, transparency, and technical excellence that Flagler Beach deserves.

Rolle IT, LLC is a Florida-based, Service-Disabled Veteran-Owned Small Business that has provided MSP, MSSP, and DevSecOps services to Federal, SLED, and commercial clients since 2019. We are not a national conglomerate that will route your tickets to an offshore call center. We are a local team — headquartered in Melbourne, less than 90 miles from City Hall — and we will hire a dedicated IT System Administrator local to Flagler Beach with a one-hour on-site response time, backed by our full engineering team available for immediate remote support.

Why We Win for Flagler Beach

- **We already do this work for law enforcement.** We manage a CJIS-compliant network at Melbourne Orlando Airport Police Department with body cameras, MSSP, and on-site support — the same technologies and compliance requirements Flagler Beach has.
- **We support 25,000+ federal users daily.** At the Department of Veterans Affairs, we deliver IT helpdesk, cloud hosting, and cybersecurity at scale — giving us the depth to handle Flagler Beach's 137 users with personalized, high-touch attention.
- **We provide real-time visibility, not monthly reports.** Our CARI platform gives City staff 24/7 access to tickets, devices, security posture, and SLAs — the same screens our technicians use. No waiting. No chasing updates.
- **We will save you money.** Through license optimization, cloud consolidation, elimination of redundant county overhead, and proactive lifecycle management, we will deliver measurable cost savings and report them quarterly.
- **We aim for a seamless transition.** Our 4-week onboarding plan is designed for zero-downtime handover. We will have CJIS background checks cleared, RMM agents deployed, and helpdesk operational before go-live.

Our Commitment: Rolle IT will treat the City of Flagler Beach as a priority partner — with dedicated personnel, transparent operations, and the operational rigor that comes from serving the Department of Defense and federal law enforcement. Your residents, police officers, and firefighters deserve technology that works. We will make sure it does.

Respectfully submitted,

Cordell Rolle
Chief Executive Officer
Rolle IT, LLC
321-872-7576 · RITSales@RolleIT.com

SECTION 1

Company Overview

Rolle IT, LLC (RIT-SEC) is a Florida-based, Service-Disabled Veteran-Owned Small Business delivering managed IT, cybersecurity, and compliance services to organizations operating in regulated environments.

Founded with the mission of providing transparent, accountable IT operations, RIT-SEC serves clients across the defense industrial base, federal agencies, law enforcement, airport authorities, and critical infrastructure sectors. We bring the same disciplined, mission-focused approach that protects defense contractors' Controlled Unclassified Information to every municipal and government engagement.

Our headquarters is located in Melbourne, Florida — approximately 90 miles from Flagler Beach — positioning us to provide responsive on-site support as required. We are fully authorized to conduct business in the State of Florida and maintain all required state registrations and insurance.

Our managed services are delivered through **CARI** (Compliance, Audit, Response, Interface) — our proprietary, purpose-built operations platform that unifies service desk, asset management, cybersecurity, compliance, and finance into a single system with full client visibility. Unlike providers that stitch together disconnected tools, we control the entire technology stack, ensuring tighter integration, faster response, and complete transparency.

Company At-a-Glance

Legal Name
Rolle IT, LLC

Business Type
Service-Disabled Veteran-Owned Small Business (SDVOSB)

Headquarters
3700 N Harbor City Dr., Suite 2D
Melbourne, FL 32935

Years in Business
Providing MSP, MSSP, and DevSecOps support to Federal, SLED, and commercial clients since 2019

Florida Authorization
Authorized to conduct business in the State of Florida; all state registrations current

Key Certifications
Fortinet · Microsoft AD/365 · VMware · CJIS Compliant

Rolle IT is an **active federal contractor** adhering to federal cybersecurity requirements including NIST 800-171, CMMC, and DFARS 252.204-7012. All Rolle IT associates are background-screened, CJIS-compliant, and must be eligible for a U.S. security clearance as a condition of employment — ensuring every team member who touches City systems meets the highest personnel security standards.

RIT-SEC is a consistent **HIRE Vets Medallion Award** recipient from the U.S. Department of Labor for veteran recruitment and retention, and was recognized as a **Florida Companies to Watch — Top 50 Honoree** by GrowFL (2024).

SECTION 1 — VALUE PROPOSITION

Why RIT-SEC for Flagler Beach

Three things separate us from a typical managed service provider: where we operate, how we were built, and what our clients can see.

Purpose-Built Platform
CARI — our proprietary operations platform — integrates ticketing, security, assets, compliance, and billing into one unified system. The City sees what we see, in real time. Stakeholders use CARI to plan upgrades, identify training gaps, and make data-driven IT decisions without waiting for monthly reports.

Law Enforcement Expertise
We serve clients under CJIS, working with segregated networks, background-checked personnel, and audit-ready workflows designed for criminal justice environments.

Florida-Based, On-Site Ready
Headquartered in Melbourne, FL — 90 miles from Flagler Beach. Our team provides on-demand on-site support with no reliance on offshore resources.

Understanding the City's Needs

We understand the City of Flagler Beach is transitioning from an Interlocal Agreement with Flagler County IT to a dedicated managed services engagement. This is not a simple vendor swap — it is an opportunity to modernize infrastructure, improve response times, reduce redundancy, and establish a scalable IT foundation for the next five years.

Our proposal addresses the City's core objectives:

- **Co-Managed Delivery Model:** Seamless collaboration with your IT Coordinator, who retains BSA SaaS, MDM, on-site escalation, and Public Records responsibilities.
- **Improved Response Times:** Defined SLAs with guaranteed response times and real-time ticket visibility through your dedicated portal.
- **Cloud Migration:** Phased 5-year roadmap prioritizing Active Directory and Veeam migration to cloud, with police/fire systems remaining on-prem per compliance requirements.
- **Cybersecurity Strengthening:** EDR, vulnerability management, incident response plan development, MFA administration, and Florida Cybersecurity Act compliance.
- **Consolidation:** Elimination of redundant systems and licensing through platform unification and strategic license optimization.

Our Commitment

We will deliver a complete managed services engagement — not a partial solution that requires additional vendors to fill gaps. **One vendor. One platform. One accountable point of contact.** The City deserves IT operations that are transparent, responsive, and built for the long term.

SECTION 2

Relevant Experience & References

RIT-SEC has extensive experience supporting government entities, law enforcement agencies, and critical infrastructure organizations with managed IT services, cybersecurity, and compliance requirements.

Municipal & Government Experience

Our team has delivered managed IT services to organizations with similar profiles to the City of Flagler Beach — multi-site municipal environments with segregated public safety networks, CJIS compliance requirements, hybrid cloud/on-premises infrastructure, and co-managed delivery models. Our experience includes:

- **Law Enforcement IT Operations:** Managing segregated CJIS-compliant networks, supporting body camera systems (Axon), CAD integrations, and real-time surveillance (Fusus) platforms.
- **Multi-Site Municipal Networks:** Supporting multi-site environments connected via fiber with managed switches, firewalls, VLANs, and centralized identity management.
- **Microsoft 365 Government:** Administration of M365 G3/G5, Entra ID, Defender, and Exchange Online in government licensing environments.
- **Fortinet & Meraki Infrastructure:** Deployment and management of FortiGate firewalls and Meraki switching/wireless across distributed environments.
- **VMware Virtualization:** Management of on-premises VMware environments including migration planning to cloud infrastructure.
- **Disaster Recovery for Government:** BC/DR planning, Veeam backup administration, and annual/quarterly DR testing for mission-critical systems.

Success Story: Critical Infrastructure Network Modernization

Challenge: A critical infrastructure client operating 24/7 needed a complete network modernization — including firewall replacement, switch upgrades, wireless overhaul, and new cabling — without disrupting daily operations or compromising safety systems.

Approach: Rolle IT led a multi-phase modernization effort that required careful coordination across electricians, cabling contractors, ISP technicians, security integrators, and internal operations staff. We developed detailed cutover plans with pre-approved maintenance windows, staged equipment pre-configuration in our lab, and executed upgrades during planned downtime periods — often overnight or on weekends — to ensure zero interference with the client's daily mission.

Result: The network was fully modernized on schedule with no unplanned outages. By orchestrating multiple trades and vendors under a single project plan, we eliminated the finger-pointing and scheduling conflicts that plague multi-vendor upgrades. The client now operates on a modern, fully documented network with improved throughput, segmented security zones, and a clear lifecycle roadmap — all delivered without a single disruption to operations.

SECTION 2 — REFERENCES

Client References

Reference 1 — Melbourne Orlando International Airport

Contact: Cliff Graham
Phone: 321.723.6227
Email: cgraham@mlbair.com
Scope: MSP, MSSP, on-site support, IT modernization
Duration: Since 2023

Reference 2 — Melbourne Orlando Airport Police Department

Contact: Scott Mostert
Email: smostert@melbourneairportpd.org
Scope: CJIS compliance, body cameras, MSSP, MSP, on-site support
Duration: Since 2023

Reference 3 — Department of Veterans Affairs (OIT)

Contact: Shannon Young, Booz Allen Program Manager
Email: Young_Shannon@bah.com
Scope: Project management and business analysis for Emergency Department Integration Software (EDIS). Policy alignment, network consolidation, cloud strategy. Increased national release frequency from 3 to 12 per year. UX research and user story development across VA emergency departments.
Duration: Since 2019

Reference 4 — Fox Valley University (ICCAOPS)

Contact: Michael Kalmbach
Email: michael.kalmbach0125@fvtc.edu
Scope: Web application penetration testing for ICCAOPS platform interfacing with critical federal databases. NIST SP 800-115 and OWASP methodology. Risk-ranked findings, remediation guidance, and retesting.
Duration: Since 2019

Reference 5 — U.S. Department of Veterans Affairs (BID)

Contact: Paul Saulius, Contracts Manager, Booz Allen (for the Department of Veterans Affairs)
Email: puskorius_saulius@bah.com
Scope: IT helpdesk and ongoing support for the Compensation & Pension Product Line under Benefits Integration Platform, **serving 25,000+ federal users**. Cloud hosting in VA Enterprise Cloud (AWS GovCloud), SAFe Agile program management, development & operations (VistA + modern systems), NIST 800-53 cybersecurity compliance, and service optimization via automation and API frameworks.
Duration: 2019–Ongoing (5+ years)

Compliance Experience

CJIS
Criminal Justice Information Services security policy compliance for law enforcement systems

FL §282.3185
Florida Cybersecurity Act compliance for state/local government entities

NIST 800-171
CUI protection controls mapped to municipal security requirements

Technology Alignment & Technical Approach

CITY TECHNOLOGY	RIT-SEC CAPABILITY	CERTIFICATION/EXPERIENCE
Fortinet Firewalls	Deployment, management, monitoring, SD-WAN	Fortinet Partner
Meraki Switching/Wireless	Configuration, monitoring, lifecycle management	Hands-on experience
VMware Hypervisor	VM management, migration planning, backup	VMware experience
Microsoft 365 (G3, F3)	Full administration, licensing, migration	Microsoft CSP Partner
Entra ID (Hybrid AD)	Identity management, cloud migration, MFA	Microsoft AD/365 certified
Veeam Backup	Backup administration, DR testing, cloud replication	Veeam Partner
SentinelOne EDR	EDR management OR migration to preferred platform	EDR operations expertise
Mitel VoIP	On-prem telephony support, coordination	VoIP management
Axon/Fusus/Lorex	Integration support, 3rd-party coordination	Public safety systems
SCADA Systems	Network isolation, monitoring, vendor coordination	Critical infrastructure

Service Delivery Framework

No service delivery framework currently exists. RIT-SEC will implement an **ITIL-aligned framework** tailored to the City's scale:

- **Incident Management:** Structured triage, escalation, and resolution workflows aligned to City SLAs.
- **Change Management:** Classification, approval gates, implementation, and post-implementation review for all infrastructure changes.
- **Problem Management:** Root cause analysis and known-error documentation to reduce recurring incidents.
- **Service Request Management:** Standardized fulfillment of common requests (account creation, access, device setup).
- **Knowledge Management:** SOPs, runbooks, and documentation for all managed systems.
- **Continual Service Improvement:** Monthly Business Reviews, quarterly reporting, and annual strategic planning sessions.

Governance & Compliance

Our governance model will comply with **Florida Statutes on Cybersecurity (§282.3185)** and **Public Records requirements**. Monthly Business Reviews will provide:

Ticket Analytics
Volume, response times, resolution times, trending categories, and SLA compliance metrics

Security Posture
Endpoint health, vulnerability status, incident summary, MFA compliance, and training completion

Infrastructure Health
Server uptime, backup status, network performance, storage utilization, and capacity planning

Strategic Progress
Cloud migration milestones, project status, budget utilization, and roadmap updates

Real-Time Client Visibility: Through the CARI platform, City staff have immediate, 24/7 access to review devices, open and historical tickets, and any reporting issues in real time — without waiting for scheduled reports or requesting updates from our team.

Success Metrics & KPIs

Per RFP requirements, RIT-SEC will track and report on the following key performance indicators as formal measures of engagement success:

- **Response Time:** SLA compliance measured per priority tier (target: 95%+ compliance across all priority levels).
- **Ticket Resolution Time:** Average time-to-resolution tracked by category and priority, with month-over-month trending.
- **System Uptime:** Availability metrics for servers, network, and cloud services (target: 99.5%+ for critical systems).
- **Cost Savings & Redundancy Reduction:** Quarterly reporting on operational efficiencies, license optimization, and infrastructure consolidation gains.
- **Ease of Use / User Satisfaction:** Quarterly CSAT surveys distributed to all City staff with results summarized in MBR. Informal feedback collection via post-ticket surveys.

Responsibility Assignment (RACI)

Clear delineation of responsibilities between the City's IT Coordinator and RIT-SEC ensures seamless collaboration without duplication or gaps.

FUNCTION	CITY IT COORDINATOR	RIT-SEC
BSA Business SaaS Administration	Responsible	Support as needed
Mobile Device Management	Responsible	Support as needed
Tier 1 On-Site Support (Business Hours)	Responsible	Remote support / escalation backup
On-Site Escalation (Business Hours)	Shared Responsibility	Shared Responsibility
Public Records Requests	Responsible	Technical support
Helpdesk (Remote Support)	Informed	Responsible
On-Site Support (After Hours)	Informed	Responsible
Network Administration	Informed	Responsible
Server & VM Management	Informed	Responsible
Microsoft 365 / Entra ID	Informed	Responsible
Cybersecurity Operations (EDR, MFA)	Informed	Responsible
Backup & Disaster Recovery	Informed	Responsible
Firewall / Switch Management	Informed	Responsible
VoIP / Mitel — Network & Interface Support	Consulted	Support (not manage)
VoIP / Mitel — Configuration & Troubleshooting	Informed	VoIP Vendor Responsible
3rd-Party Vendor Coordination	Responsible	Support
Asset Management & Lifecycle	Responsible	Consulting/Reporting
Strategic IT Planning (5-Year)	Approver	Consulting/Reporting
Cloud Migration Projects	Consulted	Out of Scope — Responsible with Work Order
SOP & Documentation Development	Shared Responsibility	Shared Responsibility
Incident Response	Informed (>30% users)	Responsible
ISP/Carrier Coordination (After Hours)	N/A	Shared Responsibility
Hardware Procurement	Responsible (City purchases)	Advisory/Configuration

Infrastructure Management & Cloud Migration

On-Premises Infrastructure

RIT-SEC will assume full management of the City's on-premises infrastructure across all 12 sites, including 9 servers (VMware), 21 managed switches, 8 access points, and 2 Fortinet firewalls — all connected via fiber.

- **Server Management:** Monitoring, patching, performance optimization, and lifecycle planning for all Synology and Dell EMC servers.
- **Network Management:** Configuration, monitoring, and maintenance of Fortinet firewalls, Meraki switches, and wireless APs across 12 locations.
- **VLAN & Segmentation:** Review, documentation, and optimization of VLAN architecture for security.
- **Connectivity & ISP:** Monitoring of fiber between sites. Primary contact for ISP/carrier escalations including after-hours outage response.
- **Guest Wireless:** Management of guest networks including isolation, captive portal, and bandwidth management.
- **Printers & Peripherals:** Remote troubleshooting, driver management, network configuration, and vendor coordination.

Cloud Migration Roadmap

Cloud migration is the City's **highest strategic priority**. RIT-SEC will execute a phased 5-year plan, prioritizing Active Directory and Veeam (both on-prem, identified as high-priority moves).

PHASE 1 YEAR 1	**Foundation & Identity** Migrate hybrid AD to cloud-native Entra ID. Establish cloud backup to replace on-prem Veeam. Eliminate AD sync dependency (except PD per CJIS).
PHASE 2 YEAR 2	**Server Workload Migration** Migrate non-PD file servers and application workloads to Azure. Decommission on-prem VMs where feasible. Optimize M365 utilization.
PHASE 3 YEAR 3	**Advanced Services** Cloud-based DR/failover. Advanced security tooling migration. GIS platform for Planning Department.
PHASE 4 YEAR 4–5	**Optimization & Modernization** Cloud spend optimization. Public safety cloud evaluation. VoIP modernization assessment. Full refresh cycle alignment.

Compliance Note: PD filesystem and AD remain on-premises per CJIS requirements. All cloud migration billed as T&M with scope and estimates provided in advance for City approval.

Cybersecurity Services

Comprehensive cybersecurity operations aligned to the Florida Cybersecurity Act (§282.3185) and CJIS Security Policy requirements.

Endpoint Detection & Response (EDR)
24/7 monitoring and managed threat response. Currently SentinelOne MDR — RIT-SEC can continue management or propose migration to CrowdStrike Falcon for enhanced threat hunting and government cloud hosting.

Multi-Factor Authentication (MFA)
Ongoing administration of MFA across all 137 users. Setup for new users, resets, and enforcement monitoring. Currently fully deployed — we maintain and extend coverage.

Vulnerability Management
Automated vulnerability scanning across all endpoints and servers with CVE tracking, CVSS severity scoring, prioritized remediation workflows, and monthly reporting.

Security Awareness Training
Annual security awareness training program for all users (currently in place). Phishing simulations, compliance tracking, and certificate generation.

Incident Response Plan
Development required (currently does not exist). RIT-SEC will author a formal Incident Response Plan, including playbooks for ransomware, data breach, and natural disaster scenarios. Annual testing included.

Email Security
Continued operation of PhishER and Microsoft Defender for email filtering. Monitoring, tuning, and response to email-borne threats.

CJIS Compliance

RIT-SEC maintains CJIS compliance capabilities for all personnel requiring access to Police Department systems. Our approach includes:

- **Background Checks:** All personnel assigned with network access to PD systems will complete required CJIS background screening prior to access.
- **Network Segregation:** Police and Fire systems are maintained on segregated network infrastructure — we will preserve and strengthen this isolation.
- **Audit Readiness:** Documentation and controls prepared for the upcoming FY27 CJIS audit.
- **Access Controls:** Role-based access, audit logging, and encryption for all CJIS-covered systems.

Business Continuity, DR & Asset Management

Business Continuity & Disaster Recovery

RIT-SEC will own BC/DR planning, implementation, and ongoing testing for the City's mission-critical systems. Current backup infrastructure (Veeam with offsite at county + Veeam cloud) provides a solid foundation that we will expand and formalize.

Backup Management
Veeam administration for 43TB of data across on-prem and county storage. Immutable backups maintained. Monitoring for backup success/failure with alerting.

DR Testing
Annual testing required; monthly preferred. RIT-SEC will conduct monthly backup verification and annual full DR failover exercises with documented results.

RPO/RTO Definition
Currently undefined — RIT-SEC will define RPO/RTO objectives in collaboration with the City during onboarding, prioritized by system criticality.

Recovery Prioritization
Priority 1: Police & Fire systems
Priority 2: Cloud services (M365)
Priority 3: On-prem servers & file shares

Hurricane Preparedness: Given Flagler Beach's coastal location, our BC/DR plan will include specific procedures for hurricane-driven workload spikes, including pre-storm system hardening, remote operations activation, and post-storm recovery protocols.

Asset Management

RIT-SEC will manage the City's IT asset inventory and lifecycle within our CARI platform. The City maintains a current inventory — we will import, validate, and actively manage it going forward.

- **Inventory Tracking:** All endpoints, servers, network devices, and specialty systems tracked with real-time online/offline status in your portal.
- **Lifecycle Management:** Endpoint replacement tracked per 3–5 year warranty-based refresh policy. Proactive recommendations before end-of-life.
- **Configuration Management:** Standardized device configurations, imaging, and deployment for new hardware purchased by the City.
- **Procurement Advisory:** While the City retains hardware purchasing, RIT-SEC provides specifications, compatibility validation, and vendor recommendations.

Specialty Systems & 3rd-Party Coordination

- **VoIP / Mitel (Support Only):** RIT-SEC will support VoIP network interfaces including switch port configuration, VLAN assignment, QoS policies, and connectivity troubleshooting. The VoIP vendor remains responsible for Mitel system management, configuration changes, and telephony-specific troubleshooting. RIT-SEC will coordinate with the VoIP vendor as needed.
- **SCADA Systems:** Network connectivity support for SCADA at the water treatment plant and the upcoming wastewater treatment plant. SCADA systems remain network-isolated; RIT-SEC provides switch/firewall support and vendor coordination — not SCADA programming or PLC configuration.
- **Physical Security — Cameras:** Network support for 28 Lorex cameras and Fusus VMS (on-prem) across all locations. Integration, connectivity monitoring, and vendor coordination included. Physical security operations managed by 3rd party.
- **Badge & Access Control:** Network integration support for the City's badge/access control system (one building). Connectivity, port configuration, and vendor coordination included.
- **Body Cameras & Dash Cams:** Axon body camera and dash camera systems — network connectivity, upload infrastructure, and storage support. Axon platform managed through Axon vendor relationship.
- **AV Systems:** Network support and basic troubleshooting for conference room and public-facing AV equipment.
- **Line-of-Business Applications:** Support for Laserfiche (document management) and Point & Pay (payment processing) including connectivity, access issues, and vendor escalation. BSA Cloud managed by City IT Coordinator.
- **Vendor Management:** RIT-SEC will serve as primary coordination point for all 3rd-party IT vendors, including ISP, VoIP, physical security, SCADA, and application vendors.

User Lifecycle & Onboarding/Offboarding

- **New User Onboarding:** Account creation (Entra ID/M365), MFA enrollment, group membership, email provisioning, endpoint configuration, and user orientation to support channels.
- **User Offboarding:** Account deactivation, license reclamation, data retention per City policy, device recovery coordination, and access revocation across all managed systems.
- **Role Changes:** Access modifications, group membership updates, and device reconfigurations as users move between departments.

Hurricane & Emergency Surge Operations

Given Flagler Beach's coastal location, RIT-SEC treats hurricane preparedness as an ongoing operational discipline — not solely a disaster recovery event. Our team will be embedded in the City's emergency planning process and execute proven procedures before, during, and after storm events.

Pre-Storm Planning & Shutdown

- **Non-Critical System Shutdown:** Coordinate with department heads to gracefully shut down non-essential systems. Until the City's cloud migration is complete, best practice is to power down all physical servers in advance to prevent data loss from surges or flooding.
- **Backup Verification:** Full backup cycle executed and verified to cloud/off-site targets before shutdown. Critical data confirmed replicated to geographically separated storage.
- **Emergency Communication:** IT emergency procedures distributed to all staff — alternate contact methods, status update channels, and escalation paths.
- **Hardware Protection:** Guided best-practice hardware shutdown procedures.
- **Starlink Deployment:** RIT-SEC has deployed Starlink satellite internet in advance of natural disasters for other clients. We will recommend and support Starlink for critical City facilities as a backup connectivity measure.

During Event

- **24/7 Remote Support:** Full activation of remote support.
- **Critical Infrastructure Monitoring:** Priority monitoring of systems that remain operational (cloud services, security cameras, access control).
- **ISP/Carrier Coordination:** Direct communication with ISPs to track outages and prioritize City circuit restoration.
- **Status Updates:** Regular communication to City leadership on system status and estimated restoration timelines.

Post-Storm Restoration

- **Safety-First:** Operations brought back online as safety allows — no dispatch until infrastructure is confirmed safe.
- **Prioritized Restoration:** Life-safety systems first (Police, Fire, Water Treatment), then City Hall, then remaining departments.
- **Damage Assessment:** Site-by-site evaluation of IT equipment, connectivity, and environmental conditions.
- **Hardware Replacement:** Expedited procurement coordination for damaged equipment via vendor priority channels.
- **Documentation:** Full incident documentation for insurance claims, lessons learned, and future planning.

Out of Scope: Hurricane & Emergency Surge Operations are outside the standard managed services agreement. SLA timers are suspended during declared emergencies. RIT-SEC will restore operations as soon as power and infrastructure are safe — life-safety systems first. Emergency restoration beyond standard scope billed at contracted T&M rates upon City approval.

SECTION 4

Staffing Plan & Certifications

RIT-SEC will assign a dedicated team to the City of Flagler Beach engagement with relevant technical certifications and government experience.

Engagement Team Structure

Account Manager
Primary City contact. Owns SLA reporting, escalation path, and MBR delivery.

Technical Lead / vCIO
Strategic IT planning, cloud migration roadmap, and architecture decisions. Microsoft, Fortinet, VMware certified.

Senior Systems Engineer
Tier 2/3 escalations, server/network admin, cybersecurity ops, and project implementation. CJIS cleared.

Help Desk (Tier 1/2)
Front-line support for ~137 users. Remote troubleshooting, MFA resets, and standard service requests.

IT System Admin (Local Hire)
Dedicated on-site tech local to Flagler Beach. One-hour response. After-hours emergency for Police/Fire.

Security Analyst
EDR monitoring, vulnerability scanning, incident response, and Florida Cybersecurity Act compliance.

Certifications & Qualifications

Fortinet
SME hands-on experience in mixed-manufacturer environments

Microsoft AD/365
Certified for AD, Entra ID, and M365 administration

VMware
VCP-certified for virtualization management

CJIS Cleared
All associates background-screened as condition of employment

Security+/CISSP
Industry cybersecurity certifications across team

ITIL Certified
Service delivery framework for SOP development

CJIS Personnel Requirements

Rolle IT requires **all associates** to pass background screening and be eligible for a U.S. security clearance as a condition of employment — not just those assigned to law enforcement accounts. Every team member meets CJIS personnel security requirements before assignment. No offshore personnel will access City systems — all staff are U.S.-based and located in Florida.

Key Personnel

Cordell Rolle — CEO, vCISO & Executive Sponsor
Role: Executive oversight, strategic direction, vCISO advisory, senior system architecture, escalation authority
Experience: IT/cybersecurity leadership since 2019 serving Federal, SLED, and commercial clients. Service-Disabled Veteran. Senior System Architect. Founded RIT-SEC to serve regulated and mission-critical environments.
Certifications: CompTIA Security+, ITIL Foundation

Ashleigh Caswell — VP, Commercial Programs & Account Manager
Role: Project management, account management, forecasting, planning, MBR delivery
Experience: Program leadership across Federal, SLED, and commercial managed services. Operational planning, budget forecasting, and cross-functional coordination.
Certifications: ITIL Foundation

Michael Ellison — Lead Engineer & Senior Microsoft Cloud Architect
Role: Strategic IT planning, cloud architecture, Tier 3 escalation, infrastructure management
Experience: Senior Microsoft cloud architect with expertise in M365, Entra ID, Azure, and hybrid environments. Led multi-site cloud migrations for government clients.
Certifications: Microsoft, Fortinet NSE, VMware VCP, ITIL

Brandon Sidener — Security Analyst
Role: EDR monitoring, vulnerability management, incident response, compliance
Experience: Experience with SentinelOne, CrowdStrike, and SIEM platforms. Cybersecurity operations for regulated environments.
Certifications: CISSP, Security+, CySA+

Dedicated IT System Administrator (To Be Hired, Local to Flagler Beach)
Role: Dedicated on-site support, hardware deployment, routine maintenance, emergency response
Experience: Rolle IT will hire a qualified IT System Administrator local to Flagler Beach with a one-hour on-site response time. This resource will serve as the City's primary hands-on technician for scheduled and emergency work.
Certifications: CompTIA A+, CompTIA Network+ (minimum requirements)

Staffing Adequacy

Based on the City's operational profile — **137 users, 80–90 monthly tickets (95%+ during business hours), 12 sites, and on-demand on-site requirements** — our staffing model provides:

- **Coverage Ratio:** Dedicated resources sized for the City's ticket volume and user count, with burst capacity for hurricane events.
- **24/7 On-Call:** After-hours emergency support for Police and Fire via dedicated help desk line with escalation to on-call field technician.
- **No Single Point of Failure:** Cross-trained team ensures coverage during PTO, illness, or turnover without service degradation.
- **Local Presence:** Dedicated IT System Administrator local to Flagler Beach with one-hour on-site response. Melbourne-based team available within two hours for emergencies, with immediate remote support.

SECTION 5

SOC/NOC Capabilities

RIT-SEC operates integrated Security Operations Center (SOC) and Network Operations Center (NOC) capabilities through our CARI platform, providing continuous monitoring, detection, and response.

Security Operations (SOC)

Continuous Monitoring
24/7 endpoint and network monitoring via EDR (SentinelOne/CrowdStrike), with automated alerting and analyst-driven investigation for confirmed threats.

Threat Detection & Response
Real-time threat detection with defined playbooks for ransomware, phishing, unauthorized access, and data exfiltration. Mean time to respond measured and reported.

Vulnerability Management
Automated scanning, CVE tracking, CVSS severity scoring, and prioritized remediation. Monthly vulnerability reports included in MBR.

Incident Response
Formal IR process: Detection → Containment → Eradication → Recovery → Lessons Learned. IT Coordinator informed for any incident affecting >30% of users.

Network Operations (NOC)

Infrastructure Monitoring
Proactive monitoring of all 9 servers, 21 switches, 8 APs, 2 firewalls, and fiber connectivity across 12 sites via our RMM platform — integrated directly into CARI for real-time visibility to all stakeholders.

Patch Management
RMM-driven scheduled patching for servers and endpoints with maintenance windows. Critical patches deployed within defined timelines; routine patches on monthly cadence. Patch compliance visible in CARI dashboards.

Performance & Capacity
Trending analysis of bandwidth utilization, storage consumption, CPU/memory on servers, and backup health. Proactive recommendations before thresholds are breached.

Change Management
All infrastructure changes follow ITIL change management process with classification, risk assessment, approval, implementation, and post-change review.

24/7	<1hr	12	195+
MONITORING & ALERTING	CRITICAL RESPONSE SLA	SITES MONITORED	ENDPOINTS PROTECTED

Incident Response Plan Development

The City has identified the need to develop a formal Incident Response Plan. Rolle IT's vCISO and Security team will work directly with City stakeholders and department heads to create a comprehensive IR Plan tailored to Flagler Beach's operational environment.

Until the City's formal IR Plan is finalized, Rolle IT's incident response will always follow industry best practices and err on the side of caution. **Rolle IT will confirm that the City has reviewed and approved any internal IR procedures before they are implemented.**

IR Plan Framework

- **Default Security Response:** Isolate any compromised systems immediately to prevent lateral movement. This default posture will be amended in collaboration with the City for SCADA and critical infrastructure systems where isolation may impact public safety or essential services.
- **Playbook Development:** Formal playbooks for ransomware, data breach, phishing compromise, insider threat, and natural disaster scenarios. Each playbook defines roles, communication chains, containment steps, and recovery procedures.
- **Annual Testing:** Tabletop exercises conducted annually with City leadership and department heads to validate IR procedures and identify gaps.
- **CJIS FY27 Audit Readiness:** With an upcoming CJIS audit in FY27, Rolle IT will proactively ensure all security operations, access controls, and documentation meet CJIS Security Policy requirements. Pre-audit assessments and gap remediation will be conducted in advance.
- **Florida Cybersecurity Act (§282.3185) Compliance:** All SOC operations, reporting, and incident handling will align with Florida Statute §282.3185, including notification timelines, documentation standards, and coordination with state authorities as required.

Scope Note: Depending on the level of detail required, formal IR plan development may be scoped as a separate engagement beyond base managed services. A basic IR framework and playbooks are included; enterprise-grade IR plans requiring legal review, executive tabletops, and regulatory mapping may require additional investment.

Backup Testing & Cloud Workload Security

Backup Testing & Validation

Rolle IT will perform Veeam backup testing on a **monthly cadence**, or as the City's Veeam subscription tier and server availability windows allow. At minimum, annual full-recovery testing will be conducted with documented results. Monthly testing ensures confidence in recoverability and reduces risk exposure between validation cycles.

Cloud Workload Security

As the City pursues its goal of migrating all on-premises servers to the cloud, Rolle IT will perform all migrations and provision all future virtual machines with a security-first methodology. Rolle IT is a cybersecurity firm at heart — every cloud workload will be deployed with hardened configurations, least-privilege access, encryption at rest and in transit, and continuous monitoring from day one. Security is not an afterthought or add-on; it is the foundation of every deployment we deliver.

SCADA & OT Monitoring

The City operates SCADA systems at the water treatment plant and upcoming wastewater treatment plant. Rolle IT will monitor SCADA/OT environments at best-practice standards consistent with the existing OT hardware and software capabilities — while respecting the unique operational constraints of industrial control systems.

- **Network Segmentation:** SCADA/OT networks will remain isolated from IT networks with monitored firewall rules governing any cross-zone communication.
- **Tailored Response Procedures:** Incident response for OT environments will be developed separately from IT IR procedures, with City operations staff involved in defining acceptable response actions to avoid disruption to water/wastewater services.
- **Integration Approach:** Where OT systems support standard protocols (SNMP, syslog, API), Rolle IT will ingest telemetry into the SOC for correlation and alerting without impacting control system performance.

Physical Security Integration & Support

The City operates 28 Lorex IP cameras across all locations with Axon Fusus (formerly Fusus) as the Video Management System (on-premises), plus access control on one building. Physical security hardware is currently managed by a third-party integrator, with video retention managed by FCSO. Rolle IT's role is **integration and IT network support** — not physical installation or vendor replacement.

System Architecture

COMPONENT	DETAILS	ROLLE IT SUPPORT ROLE
Cameras	Lorex IP cameras (28 deployed) — PoE, ONVIF/RTSP capable, NVR-recorded on-premises	Network connectivity, VLAN segmentation, bandwidth assurance
VMS Platform	Axon Fusus — real-time crime center platform with live map view, ALPR overlays, law enforcement integration	Server/appliance hosting, network patching, uptime monitoring
Fusus Core Appliance	On-premises hardware bridge connecting cameras/NVR to Fusus cloud and RTCC dashboard	Network integration, firmware updates per Axon guidance, health monitoring
Access Control	Single building — door controller integrated to network	Network port/VLAN support, coordination with 3rd-party integrator
Recording/Retention	Currently managed by FCSO; NVR storage on-premises	Storage health monitoring, backup coordination during FCSO transition

Support Model — City IT Professional as Primary Admin

Per the City's direction, the IT Coordinator will serve as the primary administrator for the camera and physical security systems. Rolle IT provides the network and infrastructure layer, while the City retains operational control of the security platform itself.

- **City IT Coordinator:** Fusus dashboard admin, camera configuration, user access, retention policies, law enforcement sharing, FCSO/3rd-party coordination.
- **Rolle IT:** Network infrastructure (VLANs, PoE, bandwidth), Fusus Core uptime, NVR health monitoring, firewall rules for cloud sync, escalation when network issues affect feeds.
- **3rd-Party Integrator:** Physical camera installation, cabling, NVR hardware, access control hardware, Lorex warranty. Rolle IT coordinates for network-layer changes.

Technical Considerations

- **Network Segmentation:** Camera traffic isolated on dedicated VLAN with QoS policies to prevent impact on business operations.
- **Fusus Cloud Connectivity:** Firewall rules configured for HTTPS to Axon cloud. Connection health monitored.
- **ONVIF/RTSP Integration:** Lorex cameras feed Fusus Core via standard protocols. Rolle IT ensures streams are performant on surveillance VLAN.
- **Storage & Bandwidth:** 28 cameras require ~112–224 Mbps aggregate. NVR storage monitored with alerts.
- **Axon Ecosystem:** If the City expands Axon (Evidence, body cameras, ALPR, Community Connect), Rolle IT provides network/server infrastructure.

SOC/NOC Monitoring of Camera Systems

- **Camera Online/Offline Alerting:** NOC monitors all 28 cameras via SNMP/ping. Offline alerts auto-generated; network issues remediated by Rolle IT, hardware issues dispatched to 3rd-party.
- **NVR Health & Storage:** Continuous disk health and recording status monitoring. Alerts at 80% capacity and on recording failures.
- **Fusus Core Uptime:** SOC monitors Axon cloud connectivity. Firewall, DNS, and ISP issues investigated to restore RTCC feed.
- **Bandwidth Anomalies:** Surveillance VLAN monitored for unauthorized streaming, degraded throughput, or multicast storms.

Industry Standard: For MSPs supporting municipal surveillance systems, the standard practice is a shared-responsibility model: the MSP owns network infrastructure, server health, and connectivity while the client or a specialized integrator retains operational control of the VMS platform and camera configuration. This model ensures the City maintains direct control over law enforcement-sensitive systems while Rolle IT guarantees the underlying network performs reliably.

Security & Monitoring Tooling

The City has indicated openness to vendor-proposed standardized replacements. Below is our recommended security stack alongside current-state management capabilities.

CATEGORY	CURRENT TOOL	RIT-SEC RECOMMENDATION	APPROACH
Endpoint Security (EDR)	SentinelOne MDR	Continue OR migrate to CrowdStrike Falcon	Evaluate during onboarding
Email Security	PhishER + MS Defender	Continue (effective combination)	Maintain & tune
MFA	Entra ID MFA	Continue (fully deployed)	Maintain & monitor
Backup	Veeam (offsite + cloud)	Continue & optimize for cloud migration	Manage & test
Firewall	Fortinet FortiGate (x2)	Continue (strong platform)	Manage & monitor
Vulnerability Scanning	TBD	RIT-SEC managed scanning solution	Deploy during onboarding
Ticketing/PSA	ConnectWise (county)	RIT-SEC CARI platform	Replace with vendor system
RMM	TBD (county managed)	RIT-SEC managed RMM agent (integrated into CARI)	Deploy during onboarding
Security Training	Current program	Continue or enhance	Annual + simulations

Platform Consolidation: By replacing the county's ConnectWise with our CARI platform, the City gains a dedicated system with direct visibility — tickets, assets, security posture, and SLA metrics — accessible 24/7 through a secure portal. Our RMM agent feeds real-time device health, patch status, and performance data directly into CARI, giving every stakeholder live visibility into the state of their IT environment. No more dependency on county IT systems.

Reporting & Visibility

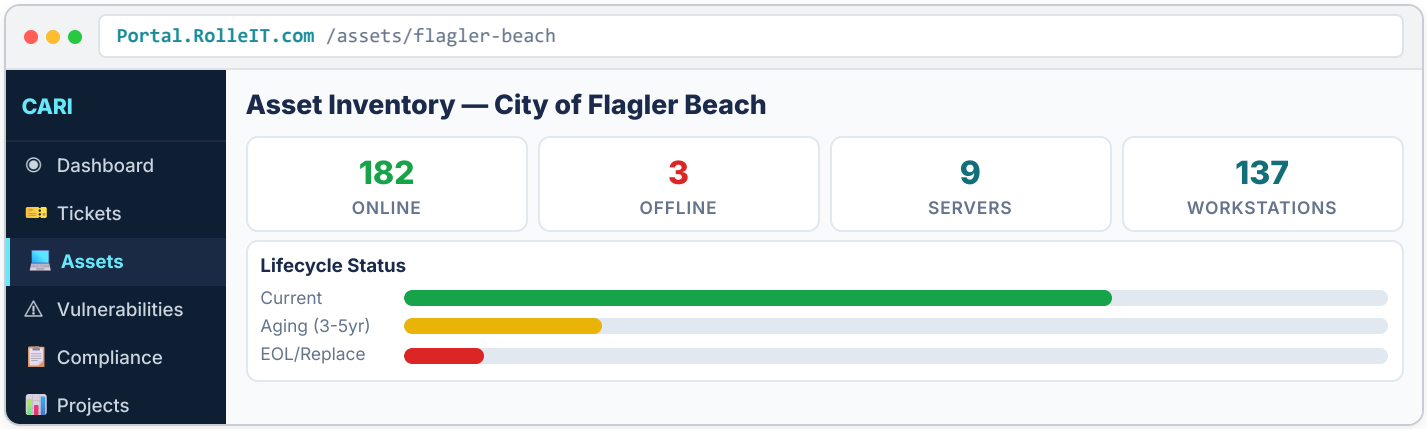
The City will have access to a dedicated CARI portal providing real-time operational visibility:

- **Live Dashboard:** Open tickets, SLA status, system health, and security posture at a glance.
- **Ticket Tracking:** Submit and track tickets via portal, email, or phone with real-time status updates.
- **Asset Inventory:** All managed devices with real-time online/offline status from the RMM agent, plus warranty and lifecycle data.
- **Security Reports:** Vulnerability status, EDR health, incident history, and compliance metrics.
- **Monthly Business Review:** Formal reporting package delivered monthly with trend analysis and recommendations.
- **Quarterly CSAT:** Informal user satisfaction tracking aligned to City's current quarterly survey cadence.

CARI as a Strategic Planning Tool

CARI is more than a ticketing system — it is a strategic visibility tool for City stakeholders and IT leaders. Real-time data on ticket trends, device health, and recurring issues transforms IT from a reactive cost center into a proactive planning function.

- **Operational Planning:** IT leaders can use CARI's trend data to plan upgrades, budget for replacements, and prioritize projects based on actual performance data — not guesswork.
- **Manager Visibility into Staff Issues:** Department managers can see what technology problems their teams are experiencing, enabling them to proactively arrange training so that staff can do their jobs efficiently without technology slowing them down.
- **Streamlined Upgrades:** Other Rolle IT clients have used CARI data to streamline operations and coordinate upgrades — identifying the right maintenance windows, prioritizing the highest-impact improvements, and eliminating unnecessary disruption.
- **Data-Driven Decisions:** Instead of waiting for a monthly PDF, City leadership has on-demand access to the same data our engineers use — empowering faster, more informed decisions about IT investments and priorities.



SECTION 6

Helpdesk & Support Model

Our support model is designed around the City's operational reality: 137 users across 16 departments, 12 locations, with 24/7 coverage for Police and Fire and business-hours support for all others.

Support Channels

Phone (Required)
Dedicated help desk number available 24/7. Direct access for Police and Fire after hours; business hours for all other departments.

Email (Required)
Email-to-ticket conversion with automatic acknowledgement, priority classification, and SLA timer start upon receipt.

Portal (Preferred)
CARI customer portal for ticket submission, tracking, attachments, and real-time status. Guided forms for common request types.

CARI Platform Access: The City's IT Coordinator will be granted full technician-level access to the CARI platform as a Rolle IT administrator — including ticket creation, assignment, status updates, asset management, and reporting. This ensures the City's on-site technician operates within the same system as our remote team, with complete visibility and the ability to document, escalate, and resolve issues seamlessly alongside Rolle IT engineers.

CARI Stakeholder Interfaces

CARI provides role-based views tailored to each stakeholder — ensuring the right people see the right information without noise or complexity:

City Manager / Department Heads
Executive Dashboard: High-level view of system uptime, open critical issues, SLA compliance trends, and budget utilization. See at a glance whether IT is healthy — without digging into tickets. Identify recurring issues affecting your departments and request targeted training or resources.

IT Coordinator (Technician View)
Full Admin Access: Create, assign, and resolve tickets. Manage asset inventory. Run reports. Escalate to Rolle IT engineers. Operates as a peer inside the same platform — not a separate client portal with limited visibility.

End Users (All Staff)
Self-Service Portal: Submit tickets, check status, view knowledge base articles, and track resolution. Simple, clean interface designed for non-technical users. No login friction — SSO via existing City credentials.

Police & Fire (Priority Access)
24/7 Direct Channel: Dedicated phone line with priority routing. Tickets auto-classified as HIGH. After-hours visibility into response status. No voicemail — live technician response every time.

The stakeholder benefit: Department managers can see what technology issues their teams are experiencing, identify patterns, and proactively request training or process changes. City leadership has real-time confirmation that IT services meet expectations — the same data Rolle IT uses internally is available to you 24/7. No waiting for a monthly report to know if things are working.

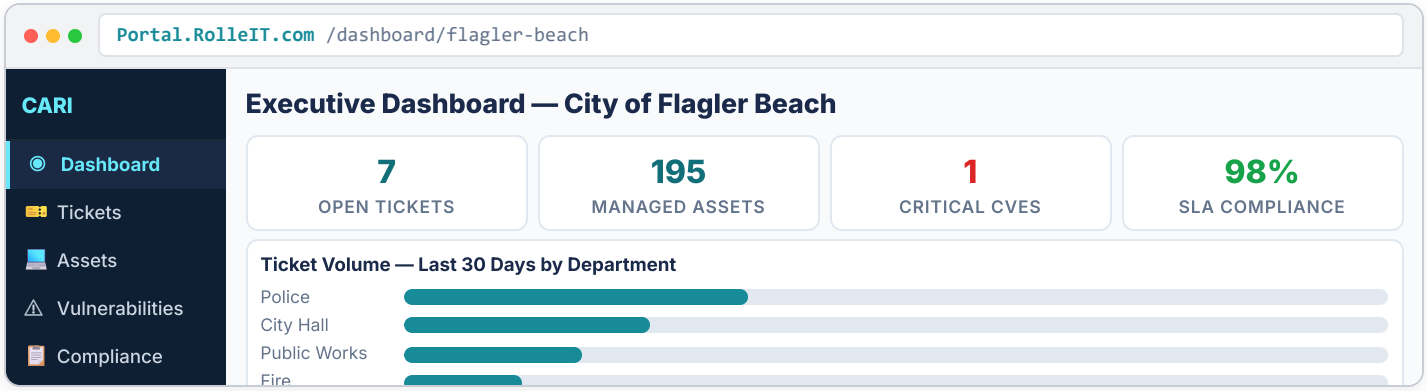
SECTION 6 — SLAS

Service Level Agreements

PRIORITY	DEFINITION	RESPONSE TIME	COVERAGE
HIGH	All users and/or major functions or critical government processes are inoperable/unavailable	**1 Hour**	24/7 (Police/Fire) Business Hours (Others)
MEDIUM	Over 30% of users affected or entire location/non-critical government process unavailable	**4 Hours**	Business Hours
LOW	Under 30% of users affected	**24 Hours**	Business Hours
SCHEDULED	Maintenance/installation scheduled more than 1 week in advance	**As Scheduled**	Maintenance Windows

SLA Measurement: All SLAs are measured as time-to-response per City requirements. Response is defined as a qualified technician acknowledging and actively working the ticket (not just an auto-reply).

Escalation: IT Coordinator is informed immediately for any incident affecting more than 30% of users. Critical incidents trigger escalation to Senior Engineer and Account Manager simultaneously.



Tiered Support & On-Site Model

Support Tiers

Tier 1 — Help Desk
First-contact resolution for common issues: password resets, MFA assistance, basic application support, printer issues, connectivity problems. Target: resolve 60%+ of tickets at Tier 1.

Tier 2 — Technical Support
Escalated issues requiring deeper investigation: server/network troubleshooting, M365 configuration, Entra ID issues, VPN problems, complex application support.

Tier 3 — Engineering
Infrastructure-level issues: firewall configuration, server failures, security incidents, backup failures, network outages, VMware issues. Involves Senior Engineer.

Tier 4 — Vendor Escalation
Coordination with OEM/vendor support (Fortinet, Microsoft, Mitel, SentinelOne, Veeam) for platform-specific issues requiring vendor intervention.

On-Site & Remote Support Model

Per City preference, **remote support is the primary delivery method**. On-site support is dispatched only when issues cannot be resolved between remote support and the City's IT Coordinator.

SCENARIO	DELIVERY METHOD	AVAILABILITY
Standard tickets (Low/Medium)	Remote	Business Hours
Cannot resolve remotely + City IT escalation	On-Site	Business Hours (scheduled)
Emergency — Police/Fire after hours	Remote first, On-Site if needed	24/7
Project work (migrations, deployments)	On-Site as required	Scheduled
Quarterly maintenance / health checks	On-Site	Scheduled

After-Hours & Emergency Support

After-hours support coverage extends to **all incidents but only those affecting Police and Fire departments**. Our 24/7 help desk number provides:

- **Dedicated Help Desk Line:** 24/7 phone access with user authentication managed by RIT-SEC (MFA for 365 already configured).
- **Remote-First Response:** Initial troubleshooting performed remotely within SLA timeframe.
- **On-Site Dispatch:** Local IT System Administrator dispatched within one hour for after-hours issues requiring physical presence at Police/Fire locations. Melbourne team available within two hours as backup.
- **Escalation Path:** On-call Senior Engineer available for Tier 3 issues; Account Manager notified for any critical incident.

Transition & Onboarding Plan

Expected transition period: September 1–30, 2026 (pending commission approval July 9).
County IT has confirmed support for knowledge transfer and documentation.

WEEK 1	**Discovery & Knowledge Transfer** Receive county IT turnover documentation. Conduct environment discovery. Validate asset inventory. Begin CJIS background check process for PD-assigned personnel. Meet with IT Coordinator to align on workflows.
WEEK 2	**Tool Deployment & Integration** Deploy RMM agent to all endpoints and integrate into CARI for real-time device visibility. Configure CARI ticketing system. Set up monitoring for servers, network, and backup systems. Establish VPN access for remote management. Deploy vulnerability scanning.
WEEK 3	**Service Activation & Parallel Run** Activate help desk (phone, email, portal). Begin parallel operation alongside county IT (if overlap). Validate SLA tracking. Test escalation procedures. Verify backup monitoring and DR procedures.
WEEK 4	**Full Operational Handover** Complete transition to RIT-SEC as primary provider. Confirm all monitoring active. Deliver portal access to City staff. Conduct user orientation. Begin SOP development. Schedule first MBR.

Documentation & SOP Development

Per RFP requirements, RIT-SEC will provide comprehensive documentation remediation and SOP development as part of onboarding:

- **Network Documentation:** Complete network topology, VLAN mapping, IP addressing, and device inventory documentation.
- **Operational SOPs:** Standardized procedures for incident response, change management, backup/restore, user onboarding/offboarding, and escalation.
- **Runbooks:** Step-by-step guides for common operational tasks and known-issue resolution.
- **DR Procedures:** Detailed disaster recovery procedures with role assignments and communication plans.
- **Framework:** ITIL-aligned process documentation governing service delivery.

SECTION 7

Pricing Structure

Service-line pricing model with transparent per-unit rates. Pricing includes all managed services outlined in this proposal. Hardware procurement is excluded (City responsibility).

Managed Services — Monthly Recurring

Service Line	Unit Type	Qty	Unit Rate	Extended Monthly	Extended Annual
Managed IT — Other Users	Per User	101	**$35.00**	**$3,535.00**	**$42,420.00**
Managed IT — Police Users (CJIS)	Per User	20	**$40.00**	**$800.00**	**$9,600.00**
Managed IT — Fire Users (24/7 Impact)	Per User	16	**$35.00**	**$560.00**	**$6,720.00**
Endpoint Management — Laptops	Per Device	123	**$30.00**	**$3,690.00**	**$44,280.00**
Endpoint Management — Desktops	Per Device	72	**$30.00**	**$2,160.00**	**$25,920.00**
Server Management (On-Prem VMs)	Per Server	9	**$180.00**	**$1,620.00**	**$19,440.00**
Network Management — Switches	Per Device	21	**$30.00**	**$630.00**	**$7,560.00**
Network Management — Firewalls	Per Device	2	**$300.00**	**$600.00**	**$7,200.00**
Wireless Management — Access Points	Per Device	8	**$30.00**	**$240.00**	**$2,880.00**
Multi-Site Support Coordination	Per Site	12	**Included**	**$0.00**	**$0.00**
Physical Security Integration Support	Per Camera	28	**$30.00**	**$840.00**	**$10,080.00**

After-Hours Emergency Support

Rolle IT selects Option A: After-hours emergency support for Police & Fire is **included in the base monthly pricing** at no additional cost — limited to in-scope services and infrastructure covered under this agreement. Out-of-scope requests, user-caused outages, or issues arising from unsupported third-party systems are excluded and will be billed at published hourly rates if assistance is requested.

On-Site Support & Project Rates

Service	Rate	Notes
Project Work (T&M)	**$175/hour**	Cloud migrations, deployments, and other scoped projects

Out of Scope — Available Upon Request

The following rates apply to out-of-scope work including project engagements, cloud migrations, and consulting services not covered under the base managed services agreement. All out-of-scope work requires City approval and a scoped estimate before work begins.

Labor Categories

Role	Hourly Rate
Senior Cloud Architect	**$150/hour**
Senior Systems Administrator	**$110/hour**
Network Engineer	**$110/hour**
Compliance Consultant	**$150/hour**
Project Management	**$110/hour**

On-Site Support (Out of Scope)

Service	Rate	Notes
On-Site Support (Business Hours)	**$150/hour**	When remote resolution not possible; minimum 2-hour engagement
On-Site Support (After Hours)	**$225/hour**	Emergency personnel (Police/Fire) only
Travel	**$75/trip**	Melbourne to Flagler Beach (~90 mi each way)

Cost Summary

All-inclusive managed services pricing based on current City infrastructure inventory. Actual costs subject to final asset count confirmation at contract signing.

	Monthly	Annual	3-Year Total	5-Year Total
All Managed Services	$14,676.00	$176,112.00	$528,336.00	$898,171.20

Notes:

- Pricing is based on per-unit rates across all service lines. Units that are added or removed will adjust billing accordingly.
- **Hardware is excluded** — all hardware will be purchased by the City with advisory support from RIT-SEC.
- Cloud migration and project work is billed at **Time & Materials** with estimates provided for approval before work begins.
- Pricing does not include Microsoft 365 licensing (currently managed through county agreement — will need to be transitioned).
- **Licensing costs are not included** with the exception of CARI platform and RMM agent licensing, which are included in the managed services fee.
- Multi-Site Support Coordination for all 12 City sites is included at no additional charge.
- **VoIP management is not included.** RIT-SEC will support VoIP network interfaces (switch ports, VLANs, QoS, connectivity) as part of infrastructure management. The VoIP vendor is responsible for all Mitel system management, VoIP troubleshooting, and VoIP configuration.
- **Backup services are supported but not included.** Backup services must be purchased by the City through Rolle IT or a third-party vendor. RIT-SEC will manage and monitor backup infrastructure once provisioned.
- Remote support for non-urgent items will be provided during business hours only.
- **Only current hardware that is supported by active software and firmware updates is in scope.** End-of-life hardware that no longer receives vendor updates may not be supported under this agreement.

Contract Terms

1-Year Term

Standard pricing. Provides flexibility for initial engagement evaluation. 180 days' notice for non-renewal per RFP terms.

3-Year Term (Recommended)

All service rates locked for the full 3-year term. No price increases during the contract period. Aligns with cloud migration roadmap and provides budget predictability through the City's major transition period.

5-Year Term

Years 1–3: rates locked. Years 4–5: 5% increase applied. Full alignment with strategic IT plan. Annual review points to adjust scope as cloud migration reduces on-prem complexity.

Non-Renewal

Either party may provide 180 days' notice of non-renewal per RFP terms. Full documentation and knowledge transfer included in offboarding.

SECTION 8

Exceptions or Deviations

The following items represent clarifications, assumptions, or minor deviations from the RFP requirements. Per City guidance, deviations should be outlined in the proposal and addressed in MBR if others arise.

ITEM	RFP REQUIREMENT	RIT-SEC POSITION
EDR Platform	Manage existing SentinelOne	Will manage SentinelOne initially; recommend evaluation of CrowdStrike Falcon during Year 1 for enhanced capabilities. Migration would be T&M project if approved.
RPO/RTO	Currently undefined	RIT-SEC will propose RPO/RTO objectives during onboarding based on system criticality assessment. Will formalize during first MBR cycle.
VLAN Architecture	Unknown (per Addendum 3)	Full VLAN discovery and documentation will be completed during transition. Optimization recommendations at 90 days.
M365 Licensing	Currently managed through county	Licensing transition plan to be developed during onboarding. RIT-SEC can serve as CSP for Microsoft licensing if desired.
On-Site Response Time	Not specified	On-site response within 4 hours for critical after-hours emergencies (Police/Fire). Standard on-site scheduled within 1 business day.
Procurement	City purchases hardware	Confirmed. RIT-SEC provides specifications, compatibility validation, and configuration.
VM Backup Requirements	Unknown (per Addendum 3)	Will assess during transition and propose backup policy for VMs aligned to system criticality and RPO/RTO once defined.

Assumptions & Clarifications

- **Transition Support:** We assume County IT will provide turnover documentation and be available for knowledge transfer during September 2026 as confirmed in Addendum 3.
- **Asset Inventory:** We assume the City's current asset inventory is reasonably accurate and will validate during onboarding. Significant discrepancies may require scope adjustment.
- **CJIS Timeline:** Background check processing typically requires 4–6 weeks. We will initiate immediately upon award to ensure clearance before September 1 go-live.
- **Physical Security:** Physical security systems (Lorex, access control) are managed by a 3rd party. RIT-SEC provides integration/network support only, not physical security operations.
- **SCADA:** SCADA systems at water/wastewater treatment plants are network-isolated. RIT-SEC provides network connectivity support and vendor coordination, not SCADA programming.
- **CAD System:** CAD remains handled through the County per Addendum 1. Not included in scope.
- **Offshore:** Confirmed — no RIT-SEC personnel located outside the United States will have access to City systems.
- **Hurricane & Emergency Operations:** Emergency surge operations during declared emergencies are out of scope. SLA timers pause during events. RIT-SEC will restore operations as soon as power and infrastructure are safe, prioritizing life-safety systems first. Post-storm restoration beyond standard scope billed at T&M rates.

CLOSING STATEMENT

Strategic Value & Commitment

RIT-SEC is uniquely positioned to serve as the City of Flagler Beach's managed IT services partner — combining Florida-based presence, law enforcement expertise, and a purpose-built operations platform.

The City made a deliberate decision to separate from the county's ILA-managed IT services — driven by rising costs and limited responsiveness. You deserve a partner who rewards that decision with dedicated resources, transparent operations, and measurable cost savings from Day 1.

We are not a theoretical fit — we already do this work. At Melbourne Orlando Airport Police, we manage a CJIS-compliant network with body cameras and MSSP monitoring. At the VA, we run helpdesk operations for 25,000+ users with NIST 800-53 compliance. These are active engagements today, served by the same team that will support Flagler Beach.

Why RIT-SEC for Flagler Beach

- **Local Hire, 1-Hour Response:** Dedicated IT System Administrator local to Flagler Beach. Melbourne team within two hours for emergencies. Immediate remote support from full engineering team.
- **CJIS-Proven:** Active management of body camera networks, CJIS-segregated environments, and MSSP monitoring for law enforcement today.
- **Enterprise Scale, Small-City Attention:** VA helpdesk proves we handle volume; our team size means you'll know your engineers by name. Integrated, seamless, friendly local support.
- **Measurable Savings:** License audits, cloud right-sizing, EOL lifecycle planning, and elimination of county overhead — documented quarterly.
- **Technology Match:** Direct expertise with every platform in your environment — Fortinet, Meraki, VMware, M365 Government, Entra ID, Veeam, Mitel.
- **Transparent Operations:** Real-time CARI portal — tickets, assets, security posture, SLAs, and budget utilization accessible 24/7.

1hr	100%	CJIS	1
LOCAL ON-SITE RESPONSE	U.S.-BASED STAFF	COMPLIANT OPERATIONS	UNIFIED PLATFORM

OUR FOUNDATION

Our Core Values in Action

Every interaction with Rolle IT is guided by the values we were founded on — and these values directly shape how we deliver superior, people-first IT services:

- **Be A Good Human:** Be open and honest and demonstrate a high level of integrity. For the City, this means transparent communication, honest assessments of your environment, and a team that treats every user with patience and respect — from the City Manager to the newest hire.
- **Commitment To Excellence:** Demand more of ourselves than we do of others. Excellence in small things leads to excellence in big things. Every ticket, every patch, every backup test is executed with the same discipline we bring to federal engagements. Your 80 monthly tickets matter as much to us as our 25,000-user operations.
- **Provide Value:** A focus on efficiencies and opportunities for growth. We don't just maintain your systems — we actively identify license savings, consolidation opportunities, and process improvements that reduce cost and increase capability. Value is reported quarterly, not assumed.
- **Positive Environment:** Create an environment where everyone feels like they have a stake and maintain a strong work-life balance. Our team members are engaged, stable, and invested in your success. Low turnover means consistent, familiar faces supporting your staff — not a rotating cast of strangers.
- **Continuous Improvement:** A commitment to personal and institutional growth through education, technology, or experience. We bring this mindset to every MBR — not just reporting on what happened, but recommending what's next. Your IT environment will get better every quarter, not just stay the same.

NEXT STEPS

Ready to Partner

We welcome the opportunity to present our capabilities in person, conduct an on-site assessment, or answer any additional questions the evaluation team may have. We are committed to making this transition seamless for the City's staff and residents.

Cordell Rolle, CEO
☎ 321-872-7576 · ✉ RITSales@RolleIT.com · ⌂ RolleIT.com
3700 N Harbor City Dr., Suite 2D · Melbourne, FL 32935

PROPOSAL IN RESPONSE TO

Request for Proposals — Information Technology (IT) Managed Services & Strategic Support

RFP No. FB-26-2005 | City of Flagler Beach, Florida

Submitted: May 15, 2026 | Incorporating Addendum Number 1 — May 12, 2026

Original Signed

Submitted By	So Opus Sit Tech Management LLC
Principal & Owner	Joseph Hawkins
Phone	213-705-3425 | 404-512-7443
Email	joseph@soopustech.com
Website	www.soopustech.com
CAGE / UEI	139L1 / Q727TLRPT6V8
EIN	39-2214903
NAICS	541519 — Other Computer Related Services
Certifications	SBA VetCert SDVOSB | SBA VetCert VOSB | CA DVBE | SAM.gov Active
Governance Model	ITIL-Aligned Service Delivery
Florida Status	Foreign LLC Registration In Progress — sunbiz.org

EXECUTIVE STATEMENT

So Opus Sit Tech Management LLC is a U.S. SBA-certified Service-Disabled Veteran-Owned Small Business (SDVOSB) with over 20 years of government enterprise IT experience. We have reviewed RFP FB-26-2005 and Addendum Number 1 in full. The City of Flagler Beach's environment — 137 users across 12 sites, 9 on-premises servers running VMware on Dell EMC and Synology hardware, a hybrid Entra ID environment with Microsoft Government licensing, Fortinet and Meraki networking, SentinelOne MDR and TenableOne vulnerability management, Veeam backup, and a priority to migrate to cloud — aligns directly with technology environments we administer and support today. We are ready to deliver.

1. Company Overview

So Opus Sit Tech Management LLC is a principal-led government IT firm specializing in managed services, cloud infrastructure, cybersecurity, and strategic IT planning. Our principal, Joseph Hawkins, is a service-disabled veteran currently serving as an IT Associate for the California Department of Transportation, directly administering enterprise systems comparable in scope to the City of Flagler Beach's environment. Our ITIL-aligned service delivery model ensures consistent, measurable, and accountable IT operations from day one.

Profile Element	Detail
Certifications	SDVOSB (SBA VetCert) | VOSB | CA DVBE | SAM.gov Active
CAGE / UEI	139L1 / Q727TLRPT6V8
NAICS	541519 — Other Computer Related Services
Technical Expertise	Microsoft 365 Gov | Entra ID | Fortinet | VMware | SentinelOne | Veeam | MECM/Intune
Preferred Certs	Fortinet NSE | Microsoft AD/365 | VMware | CompTIA A+/Net+/Sec+ | MCP
Governance	ITIL-aligned | Florida Statute cybersecurity compliance | Public Records compliance
Florida Registration	Foreign LLC registration in progress via sunbiz.org — complete prior to contract execution

2. Relevant Experience & References

California Department of Transportation (Caltrans) — Current Position

Role	IT Associate — Enterprise Systems Administration
Scale	3,500+ endpoints across multiple California district locations
Technologies	MECM, Entra ID (hybrid AD), Intune, Exchange Online, Microsoft 365, Windows Server, VMware environments
Achievement	Led enterprise Windows OS upgrade to 95% compliance — comparable endpoint management challenge to City's 195 endpoints across 12 sites
Relevance	Direct match: M365 Gov administration, hybrid Entra ID, VMware, endpoint standardization, multi-site management

Department of Homeland Security / USCIS — Federal IT Support

Environment	Three federal facilities — 8,000+ users
Responsibilities	Enterprise helpdesk, security compliance, incident response, infrastructure support, government network access controls including law enforcement-adjacent environments
Relevance	Police Department CJIS-compliant support; security-sensitive multi-site environment; helpdesk operations at government scale

Additional Relevant Experience

- **FEMA — Emergency IT deployment during Hurricane Katrina response — direct experience with hurricane-driven workload spikes, disaster recovery, and continuity of operations under declared emergency conditions**
- Social Security Administration — mission-critical federal application support
- 20+ years total government IT experience across federal civilian agencies and state government

Professional references from government IT engagements are available upon request. A minimum of three qualified government agency references will be provided upon notification of selection.

3. Technical Approach & Methodology

So Opus Sit Tech proposes an ITIL-aligned co-managed IT service delivery model that partners with the City's IT Coordinator — who will retain responsibility for BSA Business SaaS, Mobile Device Management, on-site escalation response during working hours, and Public Records Requests — while So Opus Sit Tech owns helpdesk triage, infrastructure administration, Microsoft 365/Entra ID management, cybersecurity operations, and strategic planning.

Environment Overview — Based on Addendum 1

Component	City of Flagler Beach Current State
Users / Endpoints	137 users | 123 laptops | 72 desktops (incl. spares) | 12 sites | 16 departments
Servers	9 on-premises servers — Synology + Dell EMC | VMware hypervisor | High priority: migrate to cloud
Networking	Fortinet firewalls | Meraki | 2 core switches | 12 edge switches | 8 APs | 12 sites on fiber
Microsoft 365	G3, F3, Entra ID P2, Defender P2, Exchange Online P1 + Archiving | Hybrid AD | MFA fully enforced

Component	City of Flagler Beach Current State
Security	SentinelOne MDR (EDR) | TenableOne vulnerability mgmt (daily) | PhishER + MS Defender email
Backup	Veeam | 43TB data | Offsite with county | 82TB total storage | Florida Chapter 119 retention
Patch Mgmt	Currently PDQ — manual. Vendor to modernize.
Ticketing	Currently county-owned — vendor to provide ITSM
Specialized Systems	Axon body cams | Dash cams | Fusus | Mitel phone system | Lorex (on-prem)
Purchasing	City purchases through CDW-G | Vendor manages inventory — not procurement
Monthly Tickets	80–90 average per month
Workload Spikes	Hurricanes drive significant workload increases — vendor must plan for surge capacity

Phase 1 — Discovery & Assessment (Months 1–2)

- Complete reconciliation of City's existing asset inventory across all 12 sites — 195 endpoints, 9 servers, network devices, Axon, Mitel, Fusus, Lorex, and all specialized systems
- VMware environment assessment — evaluate migration path from on-prem to cloud (Azure or equivalent) as City's stated high priority
- Hybrid Entra ID health check — assess AD sync, Conditional Access policies, Entra ID P2 feature utilization
- SentinelOne MDR and TenableOne review — evaluate coverage gaps and integration opportunities
- Veeam backup audit — validate 43TB backup integrity, retention compliance with Florida Chapter 119, DR testing status
- Deploy chosen ITSM platform — replace county-owned ticketing with vendor-provided system
- Produce written IT Environment Assessment Report with prioritized findings and 90-day action plan

Phase 2 — Standardization & Quick Wins (Months 2–4)

- Replace PDQ manual patch management with automated patching via Intune or equivalent — measurable compliance reporting
- Develop and implement SOPs for all common IT support scenarios across 16 departments — ITIL-aligned
- Establish RACI matrix formalizing City IT Coordinator vs. So Opus Sit Tech responsibilities
- Begin on-prem to cloud server migration planning — Synology and Dell EMC transition roadmap
- Implement weekly open-ticket wrap-up report delivered to IT Coordinator every Friday
- Establish Monthly Business Review (MBR) cadence with City leadership

Phase 3 — Security & Cloud Migration (Months 3–8)

- Manage and optimize SentinelOne MDR — maintain daily EDR coverage, integrate with ITSM for automated ticket creation on alerts
- Manage TenableOne vulnerability management — daily scan review, prioritized remediation tracking, monthly reporting
- Migrate on-prem AD/Entra ID to cloud-native Azure AD — City's stated high priority
- Migrate on-prem servers to cloud — phased approach prioritizing file servers and Veeam cloud DR
- Move disaster recovery from county EOC to cloud DR solution — annual testing across all departments
- Security awareness training for all City personnel — annual requirement, CJIS training handled in coordination with Police Department
- Florida Statute cybersecurity compliance audit and documentation

Phase 4 — Strategic Leadership & Optimization (Ongoing)

- Develop five-year IT Strategic Plan with annual roadmap update — presented at yearly meeting with City leadership team
- MBR cadence — monthly executive IT report: SLA compliance, ticket aging, top issues, cost savings, security posture
- Weekly wrap-up of open tickets delivered to IT Coordinator
- Annual DR test across all departments with documented results
- Annual security awareness training for all personnel
- CDW-G vendor coordination — So Opus Sit Tech provides specifications and recommendations; City executes purchases
- Asset inventory management — maintain complete inventory of all assets; spare stock management

Specialized Systems Support

AXON | MITEL | FUSUS | LOREX — ACKNOWLEDGED IN SCOPE

So Opus Sit Tech acknowledges the City's specialized on-premises systems including Axon body cameras and dash cameras, Fusus real-time intelligence platform, Mitel phone system, and Lorex camera systems. While CAD will continue to be handled through Flagler County, these systems will be included in our asset inventory, supported for network connectivity and user access, and escalated to respective vendors for system-specific issues. Our team will develop documented escalation paths for each specialized system.

4. Staffing Plan and Key Personnel

So Opus Sit Tech operates a principal-led model with a qualified subcontractor network. This model ensures the City always has direct access to senior-level expertise — not junior technicians or account managers. Joseph Hawkins serves as the primary point of contact, escalation lead, and strategic IT advisor for the City.

Role	Personnel	Key Qualifications
Principal / IT Director	Joseph Hawkins	20+ years government IT | MECM, Entra ID, Intune, M365, VMware, Fortinet, SentinelOne | CompTIA A+/Net+/Sec+ | MCP | FEMA emergency IT | Current Caltrans IT Associate
Tier 1 Help Desk	Qualified IT Specialist (subcontract)	CompTIA A+ | Microsoft 365 experience | Government background clearance | CJIS background check cleared prior to Police Dept access
Network / Infrastructure	Senior Network Engineer (subcontract)	Fortinet NSE preferred | Meraki experience | Multi-site government network administration | Fiber environment
Cybersecurity	Security Specialist (subcontract)	CompTIA Security+ or CISSP | SentinelOne experience | TenableOne familiarity | CJIS compliance certified
Cloud / Migration	Azure / VMware Specialist (subcontract)	VMware to Azure migration experience | Entra ID hybrid-to-cloud | Veeam cloud DR

CJIS COMPLIANCE COMMITMENT

All personnel assigned work requiring access to the Police Department's network or file servers will complete CJIS Security Policy background checks prior to any system access. So Opus Sit Tech will maintain a CJIS-compliant access log and ensure annual CJIS awareness training for all personnel with Police Department access. US-based staff only for all City systems.

5. SOC/NOC Capabilities

- **Remote Monitoring and Management (RMM) — professional RMM platform providing 24/7 automated monitoring of all 195 City endpoints, 9 servers, Fortinet and Meraki network devices across 12 fiber-connected sites**
- SentinelOne MDR — continue and optimize existing City EDR investment; integrate alert handling with ITSM for automated ticket creation; escalate incidents per defined runbooks
- TenableOne — daily vulnerability scan review; prioritized remediation tracking; monthly vulnerability posture reports to IT Coordinator and City leadership
- Patch management — transition from manual PDQ to automated patching via Intune or approved alternative; compliance reporting dashboard
- Veeam backup management — monitor and verify daily backups of 43TB; validate Florida Chapter 119 retention compliance; coordinate with county offsite backup; monthly preferred backup testing, annual required
- Cloud DR — migrate DR from county EOC to cloud; develop cloud DR runbooks; annual test across all departments
- ITSM platform — vendor-provided ticketing system replacing county-owned system; SLA tracking; weekly open-ticket report to IT Coordinator; MBR reporting
- Fortinet and Meraki management — firewall policy management, switch administration, AP management across 2 core switches, 12 edge switches, 8 APs
- Monthly MBR report — SLA compliance, ticket volume and aging, top issues, security posture, cost savings tracking

6. Helpdesk & Support Model

Support Channels

- **Phone — dedicated support line; live answer during business hours; 24/7 on-call for Police and Fire emergency incidents**
- Email — support inbox with automatic ITSM ticket creation and SLA timer start
- Self-service portal — preferred by City; web-based ticket submission and status tracking for all users
- Remote access — secure remote desktop support for immediate resolution
- On-site — only when issue cannot be resolved between remote support and City IT Coordinator; see on-site pricing in Section 7

SLA Response Time Commitments — Per Addendum 1

Priority	Definition	Response Time	Coverage
High	All users and/or major functions or critical government processes inoperable/unavailable	1 Hour	24/7 for Police & Fire | Business hours all others
Medium	Over 30% of users affected OR entire location OR non-critical government process unavailable	4 Hours	Business hours
Low	Under 30% of users affected	24 Hours	Business hours
Scheduled	Maintenance or installation scheduled more than 1 week in advance	As Scheduled	By appointment

Department-Specific Considerations

Department	Special Handling
Police Department	CJIS-compliant protocols | 24/7 emergency coverage | MDT/CAD awareness | Axon/Fusus/Lorex coordination | Segregated network support | CJIS background-checked staff only

Service Component	1-Year	3-Year	5-Year
Discovery & Assessment (one-time, Year 1 only)	**$8,500**	**$8,500**	**$8,500**
TOTAL YEAR 1	$148,240	$136,732	$126,868

Option B — After-Hours Emergency Support (Police & Fire) — Separate Line Item

For clients who prefer after-hours emergency support billed separately rather than included in the base rate:

Component	1-Year	3-Year	5-Year
Base per-user rate (excl. after-hours emergency)	$78/user	$72/user	$67/user
Monthly base — 137 users	$10,686	$9,864	$9,179
After-hours emergency — Police & Fire (monthly flat fee)	$1,200	$1,000	$850
Combined monthly total	$11,886	$10,864	$10,029
Annual total	$142,632	$130,368	$120,348

On-Site Support Rates

Service	Rate	Notes
On-site standard hourly rate (business hours)	$125/hour	Only when issue cannot be resolved remotely
On-site after-hours / emergency hourly rate	$185/hour	Police & Fire emergencies requiring physical presence
Travel (if applicable — vendor relocating locally)	$0	Principal exploring Flagler Beach relocation

Time & Materials — Cloud Migrations and Projects

Service	Rate	Notes
T&M standard rate	$125/hour	Migrations, projects, implementations
T&M senior/architect rate	$165/hour	VMware to cloud migration, Entra ID cloud transition
Cloud migration estimate — on-prem to cloud (9 servers)	$12,000–$18,000	Fixed-fee option available after discovery assessment
Entra ID cloud-native migration	$4,000–$6,000	Hybrid AD to cloud-only Entra ID

8. Exceptions or Deviations

- **Florida Business Authorization — So Opus Sit Tech Management LLC is registering as a Foreign LLC in the State of Florida via sunbiz.org. Registration will be complete prior to contract execution.**
- **CJIS Compliance — All personnel requiring access to Police Department network or file servers will complete CJIS background checks prior to access. Timeline: approximately 30–60 days from contract start. Remote support for non-CJIS systems will begin immediately.**

- **Hardware Procurement — Per Addendum 1 response to Question 80, hardware is purchased by the City through CDW-G. So Opus Sit Tech will provide specifications, recommendations, and procurement coordination but will not act as reseller.**
- **SentinelOne and TenableOne — City has existing EDR and vulnerability management investments. So Opus Sit Tech will manage and optimize these existing tools rather than replacing them, preserving the City's investment.**
- **CAD System — As confirmed in Addendum 1, CAD will continue to be handled through Flagler County. So Opus Sit Tech will coordinate with the County as needed for related connectivity and access issues.**
- **Staffing Model — So Opus Sit Tech operates a principal-led model with qualified subcontractors. All subcontractors will be vetted, background-checked, and qualified prior to City assignment.**
- **Relocation — Principal is actively exploring relocation to the Flagler Beach area, which will enable direct local on-site presence and eliminate travel costs for routine on-site visits.**

9. Strategic Value & Innovation

1. Veteran Leadership with Hands-On Government IT Experience

Joseph Hawkins is not an account manager — he is a working government IT professional currently administering enterprise systems for a major state transportation agency. He brings direct experience with the exact technologies in the City's environment: Microsoft Government licensing, hybrid Entra ID, VMware, Fortinet, and enterprise endpoint management. When you call So Opus Sit Tech, you reach the person actually doing the work.

2. ITIL-Aligned Governance Built for Florida Compliance

So Opus Sit Tech will implement an ITIL-aligned service delivery framework — the City's preferred governance model — with full compliance with Florida Statute cybersecurity requirements and Chapter 119 Public Records obligations. Our SOPs will be developed with Florida government compliance embedded from day one, not retrofitted later.

3. AI-Enhanced IT Operations

So Opus Sit Tech integrates AI-powered tools into service delivery — predictive analytics for system failures, intelligent ticket triage, automated endpoint monitoring, and AI-assisted vulnerability analysis. These capabilities reduce incident volume, accelerate response, and lower the overall cost of IT operations for the City over time.

4. Hurricane Preparedness — Built-In, Not Optional

The City identified hurricanes as the primary driver of workload spikes. So Opus Sit Tech's principal has direct experience with emergency IT deployment during Hurricane Katrina — the highest-pressure government IT environment possible. We will build a documented Hurricane Preparedness IT Protocol into the service framework from day one, ensuring the City is never caught unprepared.

5. Community Investment

So Opus Sit Tech's principal is actively exploring relocation to the Flagler Beach area. This is not a vendor relationship — it is a commitment to the community. Local presence means faster on-site response, deeper institutional knowledge of the City's environment, and genuine accountability that no remote-only MSP can provide. Flagler Beach would not just be a client — it would be home.

COMMITMENT TO THE CITY OF FLAGLER BEACH

So Opus Sit Tech Management LLC is ready to partner with the City of Flagler Beach to build a modern, secure, and resilient IT environment that serves 137 users across 12 sites with the responsiveness and professionalism they deserve. We have reviewed every page of this RFP and Addendum Number 1. We understand your environment. We know your priorities. We are ready to deliver.

Joseph Hawkins | Principal & Owner | So Opus Sit Tech Management LLC

213-705-3425 | 404-512-7443 | joseph@soopustech.com | www.soopustech.com
CAGE: 139L1 | UEI: Q727TLRPT6V8 | SDVOSB | NAICS 541519 | SAM.gov Active

Joseph

May 15, 2026

City of Flagler Beach Managed IT Services Proposal

The Scarlett Group
1532 Kingsley Avenue, Suite 110
Orange Park, FL 32073
o: 904.688.2211

Andrew Howell
Director of Govt Relations/Point of Contact
c: 904.329.5990
ahowell@tsgcompany.com

TAB I – Executive Summary

The City of Flagler Beach is seeking a qualified partner to deliver a responsive, secure, and strategically aligned IT environment supporting approximately 137 users across diverse municipal departments, including public safety, administration, and community services. The City's priorities—co-managed service delivery, improved responsiveness and user satisfaction, system consolidation, enhanced cybersecurity, and continued cloud migration—require a partner capable of delivering both operational excellence and long-term strategic leadership.

The Scarlett Group, LLC is uniquely positioned to meet these objectives. As a Florida-based managed IT and cybersecurity firm with nearly 20 years of experience serving municipal and public-sector clients, Scarlett delivers a compliance-driven, security-first approach grounded in frameworks such as NIST Cybersecurity Framework (CSF), CIS Controls, and CJIS-aligned practices. This foundation ensures that both day-to-day operations and long-term initiatives are executed with discipline, accountability, and measurable outcomes.

Scarlett proposes a co-managed IT service model that combines responsive support, proactive infrastructure management, and strategic IT leadership. This approach is designed to:

- Improve helpdesk response times and end-user satisfaction
- Consolidate redundant systems and optimize licensing
- Strengthen cybersecurity posture through layered controls
- Support continued migration to secure, cloud-based platforms
- Provide executive-level visibility into IT performance and risk

Scarlett's structured delivery model includes 24/7 support for emergency services, comprehensive infrastructure and cloud management, integrated cybersecurity services (EDR, MFA, vulnerability management, and incident response), and development of a five-year IT strategic roadmap aligned to the City's modernization goals.

Scarlett offers a proven combination of municipal experience, technical expertise, and strategic leadership. Our co-managed approach ensures seamless collaboration with City staff, while our governance and reporting model provides the transparency and accountability required for public-sector operations.

TAB II – Qualifications

1. Company Information:
Legal Name: The Scarlett Group, LLC
Business Type: Limited Liability Company (LLC)
State of Registration: Florida
FEIN: 20-5219904

2. Company History:
Founded in 2006, The Scarlett Group began as an IT audit and governance firm. As clients requested operational execution of audit recommendations, the firm expanded into Managed IT and Cybersecurity Services while retaining its compliance-focused foundation. Over the past 20 years, the company has expanded its offering to include complete and co-managed IT services, consulting, auditing, and a stand-alone cybersecurity team. We currently employ approximately 65 employees including 45 technicians throughout the State of Florida.

In addition to being certified by the State of Florida, The Scarlett Group, LLC also holds the following certifications and distinctions making us uniquely qualified to support the needs of the City of Flagler Beach.

- GSA Certification
- American Institute of Certified Public Accountants (AICPA)
- Certified Information Systems Auditors (CISA)
- Certified in Risk and Information Systems Control (CRISC)
- Certified in the Governance of Enterprise IT (CGEIT)
- The GCFA (GIAC Certified Forensic Analyst) Certification
- GSA HACS (Highly Adaptive Cybersecurity Services)

Primary service delivery is provided from Florida-based operations with centralized service desk and regional on-site support capability. All technicians and consultants are Florida based. Consultants primarily work out of Jacksonville NOC, whereas technicians are distributed throughout the State.

TAB IV – Key Personnel

Key Personnel include executive leadership, operations management, cybersecurity leadership, project management, and senior engineering resources.

Organizational Structure:
- Executive Oversight – Contract governance and escalation
- Project Management – Onboarding and transition coordination
- Service Desk – Tier 1 intake and triage
- Engineering – Tier 2/3 infrastructure and security specialists

Government Relations Director – Andrew Howell

- Serve as the primary liaison between the County and the firm, ensuring clear communication, responsiveness, and alignment throughout the procurement and contract lifecycle
- Ensure full compliance with RFP requirements, County policies, and applicable state and local procurement regulations
- Support contract negotiations, renewals, and amendments to protect County interests and ensure long-term partnership success
- Provide executive-level oversight and escalation support to maintain stakeholder confidence, transparency, and accountability

vCIO – Jay Fowler, CISA, CRISC

- Provide executive technology leadership to drive transformation at
- Align stakeholders around clear short-, mid-, and long-term strategic objectives
- Deliver a prioritized, outcome-driven technology roadmap with measurable milestones
- Guide execution to ensure accountability, progress, and successful achievement of goals

vCISO – Tyler Chancey GCFA, Cyber Division Director, Consultant

- Devise and Implement Organizational Security Architecture through security roadmap
- Security Operations Management
- Incident Response Planning
- Ongoing Security Governance and Reporting

IT Resource Management – Tanner Cox

- Lead and mentor IT operations team
- Implement IT policies and procedures
- Coordinate cross-departmental technology initiatives through business roadmap
- Monitor system performance and risk

IT Reporting and Analytics Specialist – Hailey Kegley

- Backup and Disaster Recovery Reporting
- Security Status Reporting
- Toolset Management
- Analytics

Enterprise Architecture – Brent McFatter

- Technical design and planning for Network, Server, Storage Infrastructure
- Assess and make recommendations regarding adoption of Cloud Infrastructure
- Evaluate Software and Hardware solution options
- Maintain support for in-service devices through service/warranty renewal process

Project Management – Sarah Howard

- Manage Implementation Projects
- Set goals and milestones and verify task completion
- Monitor status of projects, work with client stakeholders until project completion

TAB V, VI – SOC/NOC Capabilities, Help Desk Support Model

Overall Support Strategy and Operating Model

The Scarlett Group operates as a co-managed partner to Flagler Beach, augmenting the City's internal IT capabilities while preserving City authority over priorities, approvals, and operational decision-making. Our services are delivered through a tiered service model supported by documented processes, severity-based escalation, and executive oversight to ensure accountability and continuity.

We take an "auditor's perspective" to Managed IT Services, emphasizing governance, documentation, and measurable outcomes. This approach ensures that technology operations are predictable, auditable, and aligned with City objectives, rather than dependent on ad-hoc or undocumented practices. Regular reporting and service reviews provide the City with visibility into system health, service performance, and emerging risks, allowing leadership to make informed decisions.

Help Desk Services

The Scarlett Group will provide help desk services aligned with Flagler Beach's operating hours, with on-call escalation available after hours for high-impact incidents and public safety operations. Help desk services are designed to be user-friendly, responsive, and consistent, ensuring that users receive timely assistance regardless of technical proficiency. Support is delivered by U.S.-based, in-house personnel following documented procedures and escalation paths. Tickets are acknowledged immediately upon receipt, assigned promptly, and managed through closure with clear communication. Escalation follows a tiered model, progressing from service desk to specialized engineers and executive oversight as required.

SERVICE	SERVICE HOURS	SERVICE RATE
Managed Monitoring Services Monitoring related services, Alerting/Ticketing	24X7X365	Included
Monitoring, Maintenance & Support Change Control, Ticketing Platform Support, Training	7:00 am – 7:00 pm EST M-F On-Call 24/7/365	Included
Service Desk Server Management Infrastructure Mgt, Escalations	7:00 am – 7:00 pm EST M-F On-Call 24/7/365 Remote Emergency Support	Included

TAB VII – Pricing

1 Year Agreement	$10,600/mo (up to 140 users)	$80/mo each additional user
3 Year Agreement	$10,600/mo (up to 140 users)	$80/mo each additional user
5 Year Agreement	$10,600/mo (up to 140 users) for first three years, $11,200/mo in years 4 and 5	$85/mo each additional user
On-Site Engineering/ Projects	Billed at GSA labor rates	Contract# 47QTCA21D000A

Pricing inclusive of EDR, RMM, and monitoring tools. Does not include M365.

TAB VIII – Exceptions

Exclusions and Scope Boundaries

Printer support and mobile device management are excluded from the scope, consistent with County requirements. Devices and services not explicitly included in the agreed scope are not monitored or managed unless added by mutual agreement. Major remediation efforts outside routine managed services may be addressed through separate project agreements, ensuring clarity of expectations and cost control.

SCARLETT CYBERSECURITY
CAPABILITY STATEMENT

OUR MISSION

Scarlett Cybersecurity, a Division of The Scarlett Group exists to simplify government cybersecurity and IT, save resources, foster community trust, and facilitate innovation. We enable government organizations to focus on their core objectives by providing the latest network & computer technology with transformational results.

COMPANY OVERVIEW

Founded and built by IT Auditors in 2008, The Scarlett Group is unique. Our governance, controls, processes, security, and approach are next level. From day one, our focus is on delivering an excellent customer experience. As an SBA-Certified Small Business, we provide enterprise level services, and our team holds enterprise level certifications.

Headquartered in Jacksonville, Florida with a satellite office in Raleigh, North Carolina, we leverage the talent in these technology hubs. We service clients from coast to coast, offering a wide array of consulting, solutions, and services.

Our firm operates under the highest standards. Our people make the difference. Our highly motivated team of Technology Professionals is committed to delivering best in class service.

TECHNICAL SERVICES

Cyber Hunt
Incident Response
Risk & Vulnerability Assessments
Cybersecurity Assessments
SIEM SOC
Managed Cybersecurity Services
IT Consulting
System Administration
IT Audit

FIELD
Information Technology and Cybersecurity Services

CAGE
8FME5

DUNS
012530744

PRIMARY INDUSTRY NAICS CODES
54151HACS
518210C
54151S
Ancillary

PRIMARY PROFESSIONAL AND INDUSTRY CERTIFICATIONS
CISA
CRISC
CGEIT
GCFA
Type 2 SOC 1 Accredited

CISA Certified Information Systems Auditor. An ISACA® Certification

CGEIT Certified in the Governance of Enterprise IT® An ISACA® Certification

CRISC Certified in Risk and Information Systems Control. An ISACA® Certification

The speed of change dictates the speed of business. Our professional technical team is constantly upgrading and expanding their technical knowledge.

Our customers are our best salespeople. Our clients consider us to be partners, working in tandem with them to simplify and secure IT.

Our Collaboration and Disaster Recovery facilities are located in the Cologix Data Center in Jacksonville Florida.

cologix **DATA CENTER QUICK FACTS**

- Connectivity to the Jacksonville Internet Exchange, JXIX
- Hyper reliable, redundant infrastructure: generators, UPS and cooling
- Seismic zone 0
- Disaster recovery suites and offices on-site
- Direct dark fiber access to 40+ unique networks at JAX1
- Category 5 hardened facility, capable of stopping 200+ mph projectiles
- Independent third-party assessments for SOC 1, SOC 2, HIPAA and PCI-DSS
- ISO 27001 certified by Schellman

Inc. 5000

AICPA SOC

GATOR 100 2022 Honoree THE WORLD'S FASTEST-GROWING GATOR BUSINESSES.

FAST 50

GSA Highly Adaptive Cybersecurity Services SIN: 54151HACS

Microsoft Security

KnowBe4 MSP PARTNER

Gold Microsoft Partner Microsoft

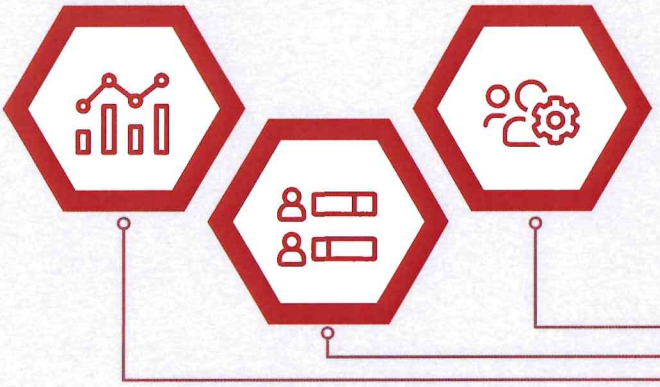
scarlett | group 844.727.5388 | scarlettculture.com

The Scarlett Difference

scarlett|group

Of all the benefits we deliver, we believe that nothing is more important than delivering an excellent customer experience.

Customer Satisfaction



Our breadth of services is beyond those of typical Managed Service Providers. Founded by IT Auditors, we offer IT Assessments, IT Consulting, IT Solutions, and more.

Our Scarlett Cybersecurity Division stands alone.

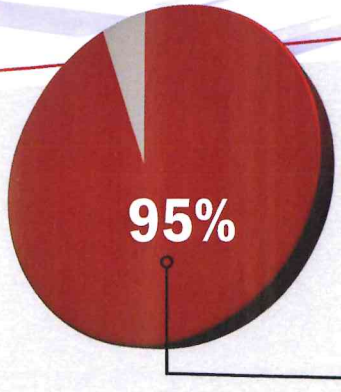
Why? Because we understand that General IT Services and Cybersecurity are not the same disciplines.

scarlett|cybersecurity

"Some organizations are under the wrong impression. They think that their IT department is capable of handling cybersecurity needs. This is relatively right (if trained first), but it's certainly not ideal.

You can consider them as two different fields. Your IT department is responsible for handling all the technical aspects. The department of cybersecurity solely focuses on protection against security threats."

TYLER CHANCEY, GCFA, SEC+, MS-500
SCARLETTCYBERSECURITY.COM



The Scarlett workforce is distributive, primarily in the Southeast. Additionally, **95%** of our employees are full-time, not contractors.

THE SCARLETT GROUP IS DEDICATED TO ENABLING LOCAL, STATE, AND FEDERAL GOVERNMENT TO EASILY OBTAIN CRITICAL IT AND CYBERSECURITY SERVICES.

EXPERIENCE

System administration, Computer Security Services, and Network Monitoring

Orange County Public Works, FL

$112,000/2017-2020

The Scarlett Group currently co-manages IT infrastructure supporting the Hamlin Water Reclamation Facility for the prime contractor Wharton Smith Construction. Scarlett IT Professionals work alongside Wharton's IT Professionals to monitor maintain and secure all technology infrastructure assets.

System Administration and Network Monitoring

Department of Transportation

$630,000,000/2020-2024

The Scarlett Group currently provides Network monitoring and System Administration Services supporting the prime contractor, TOTE Services for National Security Multi-Mission Vessels. Duties include desktop, laptop, and server patching and escalation of system issues to our advanced System Administration team.

Network System/Security Monitoring and Infrastructure

City of Durham, NC

$65,000,000/2017

The Scarlett Group is providing IT network / security monitoring and the IT hosted infrastructure for Crowder Construction Company's North & South Durham Water Reclamation Project. Duties include desktop, laptop, and server security, monitoring, patching and hosted infrastructure maintenance.

TEAM PROFILE

We are on the cutting-edge of customer service by continuously investing in our team and their skills. Our highly specialized staff practices a large array of IT and cybersecurity domains. Our team is always growing. With strong employee retention and an enthusiastic atmosphere, The Scarlett Group will always provide the best service possible.

COMPANY QUICK FACTS

DUNS: 012530744
CAGE: 8FME5
GSA Contract: 47QTCA21D000A
Services: Information Technology, Cybersecurity, Cloud, Audits, Compliance
Set Asides: Small business, SBA Certified Small Disadvantaged business
Contact: Tom Burt | EVP | General Manager
Email: tburt@tsgcompany.com
Phone: 904.688.2230

zazz

EMPOWERING
YOUR BUSINESS WITH SCALABLE, SECURE, AND EXPERT
IT & CYBERSECURITY

May 15, 2026

Your dedicated partner for secure, compliant, and scalable IT operations.

PREPARED BY

zazz

Zazz Inc.

PREPARED FOR

CF

City of Flagler Beach

TRUSTED BY INDUSTRY LEADERS

VOLVO | Seattle Aquarium | IDC | TECHNOGYM | LION
ECAO | Mai Dubai | Skills Canada | Credit Canada | apis
GEA | WorkSafeBC | CWHC | PSHSA | Riyadh Municipality

CERTIFICATIONS & FRAMEWORKS WE COMPLY WITH

- **HIPAA** — U.S. Healthcare Data Protection
- **CMMC** — Cybersecurity Maturity Model
- **GDPR** — EU Data Privacy Compliance
- **SOC 2** — Security & Confidentiality
- **ISO 27001** — Information Security
- **ISO 9001** — Quality Management
- **ISO 20000-1** — IT Service Management

Valid through **September 17, 2026**

SCROLL TO EXPLORE

DOCUMENT NAVIGATION

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SECTION 01

Letter of Transmittal

May 15, 2026

Office of the City Clerk
City of Flagler Beach
105 S. 2nd Street
Flagler Beach, FL 32136

Re: Request for Proposal — Information Technology (IT) Managed Services & Strategic Support

Dear Members of the Selection Committee:

On behalf of Zazz, Inc., I am pleased to submit the enclosed proposal in response to the City of Flagler Beach's Request for Proposal for IT Managed Services and Strategic Support. We have read and understood the requirements set forth in the RFP issued on May 6, 2026, and we are committed to delivering a co-managed service partnership that meets every objective described in Sections II and III.

Zazz is a fully in-house Managed Service Provider headquartered in the United States, with a 10-year track record of supporting public-sector and regulated commercial clients across all 50 states. We bring direct experience supporting government sector and regulated environments, an unlimited per-user pricing model that eliminates ticket-by-ticket surprises, and 24x7 in-house NOC and SOC teams that provide the always-on coverage your emergency personnel require.

What differentiates our proposal

Unlimited model
No caps on tickets, no escalation surcharges, no charge for tabletop exercises, business continuity planning, or strategic consulting.

Single pane of glass
MSP services, advanced cybersecurity, AI governance, GRC, and bespoke software development under one accountable partner.

Strategic, not reactive
A dedicated vCIO, vCISO, Technical Account Manager, and Infrastructure Architect aligned to your five-year roadmap from the start of our engagement.

Transparent pricing
All baseline services included in the per-user fee; out-of-scope work executed only via mutually signed SOWs before billing begins.

Our onboarding follows a structured 6-week journey — from kick-off and knowledge transfer through assessment, deployment, and executive review — with our ongoing strategic partnership beginning at Day 43. The detailed plan appears in Section 5.3.

Zazz acknowledges receipt and review of Addendum No. 1, No. 2, and No. 3, and has incorporated all applicable clarifications into this response.

This proposal is firm and irrevocable for one hundred twenty (120) days from the submission deadline. The undersigned is authorized to negotiate, contract, and bind Zazz, Inc. on the matters described herein.

We welcome the opportunity to clarify any aspect of our response and to meet with the selection committee at your convenience. Thank you for the opportunity to compete for this engagement.

Respectfully submitted,

Robert Bryant
VP, Managed IT Services, Zazz, Inc.
robert.b@zazz.io · (480) 414-2536

SECTION 02

Executive Summary

137 users · 16 departments · 12 locations · CJIS scope · 24x7 emergency coverage · five-year strategic horizon.

> The City of Flagler Beach is at an inflection point. With approximately 137 users distributed across 16 departments and 12 locations — including a Police Department subject to CJIS, a Fire Department requiring 24x7 coverage, and Public Works infrastructure that must remain operational through Florida's hurricane season — the City needs an IT partner who delivers more than reactive break/fix support. The City needs a partner who treats technology as a force multiplier for the services Flagler Beach delivers to its residents.

Three principles of the Zazz engagement

01

Predictable economics

A flat per-user fee covers unlimited help desk tickets, unlimited strategic consulting, and unlimited tabletop and business continuity exercises. The City pays for outcomes, not minutes.

02

Defense-in-depth security

Huntress EDR, ITDR, Managed SIEM, and Security Awareness Training; Inky AI anti-phishing & SEG; the Zazz Security Suite for DLP, CASB, and SWG (AI Governance); Auvik network monitoring; Cynomi GRC — all integrated and operated by our 24x7 in-house SOC.

03

Strategic alignment

A named vCIO and vCISO leading quarterly business reviews and authoring the City's five-year IT strategic roadmap, with the Technical Account Manager translating strategy into weekly execution.

RECOMMENDED ENTERPRISE MANAGED IT — 1-YEAR

$26,509.50 /month

$193.50 per user per month for 137 users — after the 10% partnership discount applied off the top of the $29,455 monthly subtotal. Multi-year commitments stack additional discounts on top of the 10% baseline: an additional 5% at three years (15% total), and an additional 10% at five years (20% total).

USERS COVERED	DISCOUNT (1-YR)	5-YR TERM TOTAL	ONBOARDING
137	10% off	$1.41M	Included

SLA targets meet or exceed every response-time threshold defined in Section V of the RFP. Onboarding follows a dedicated 6-week journey — Kick-Off & Knowledge Transfer (Weeks 1–2), Assessment & Deployment (Weeks 2–4), and Executive Report & Cadence (Weeks 4–6) — transitioning into ongoing strategic partnership at Day 43.

Zazz is authorized to do business in the State of Florida, holds CJIS-compliant operating procedures and personnel attestations for our Tier-2 and above engineers, and carries cyber liability and errors-and-omissions coverage well in excess of typical municipal contracting thresholds.

We are confident the model described in the pages that follow represents the highest strategic value the City will see in this procurement. Thank you for your consideration.

SECTION 03

Company Overview

A 10-year US-based MSP with an in-house 24x7 NOC/SOC, full-stack delivery from helpdesk to custom software, and a senior leadership team drawn from Big Four advisory practices and global enterprise CIO offices.

3.1 Who We Are

Zazz, Inc. is a privately held managed service and professional services firm with an in-house, US-based 24x7 NOC/SOC. Our team includes customer-facing engineers across Tiers 1 through 4, 24 security operations analysts, and a senior leadership team drawn from Big Four advisory practices and global enterprise CIO offices.

Unlike traditional MSPs that grew out of break/fix shops, Zazz was founded as a strategic technology partner. We were built from the outset to be a single accountable partner across the full technology stack:

01 Managed IT Services
Help desk, infrastructure, M365/Entra ID, endpoint, and network management.

02 Cybersecurity & GRC
24x7 SOC, EDR/ITDR, AI governance controls, vulnerability management, penetration testing, awareness training, and compliance evidence collection.

03 Strategic Advisory
vCIO, vCISO, enterprise architecture, cloud roadmap, and digital transformation.

04 Custom Software & AI
Mobile, web, and line-of-business application development; IAM/OAuth integrations; AI/ML deployment; and source-code security review.

This breadth means the City is never handed off to a third party for the work that matters most — strategy, security, and the integrations that connect line-of-business systems.

3.2 Corporate Information

Legal Name	Zazz, Inc.
SOC Analysts (24x7)	24
Years Providing Managed IT Services	10
Cyber Liability Coverage	$1,000,000 per occurrence / $1,000,000 aggregate
E&O / Professional Liability	$1,000,000 per occurrence / $1,000,000 aggregate
General Liability	$2,000,000
Workers' Compensation	Statutory limits, all jurisdictions
CJIS Compliance	Operating procedures and personnel attestations on file

3.3 Why Public-Sector Clients Choose Zazz

Public-sector technology has unique gravity: budgets are public, accountability is direct to constituents, and the consequences of downtime or breach extend beyond the balance sheet. Zazz has spent more than a decade learning what municipal IT actually requires, and we have built our delivery model around six principles that public-sector leaders consistently tell us are non-negotiable:

01 **Predictable budgets**

Per-user pricing with everything included means no end-of-year surprises and no awkward conversations with the City Manager about overages.

02 **Always-on coverage**

Police and Fire require 24x7 support, and Public Works requires dependable operational continuity, especially during storm events. Zazz is built to support both.

03 **Compliance as a deliverable**

CJIS, FBI advisory policy, PCI for utility billing, and Florida public-records retention are all baked into our standard operating procedures.

04 **Documentation that survives turnover**

Every change, every credential, every dependency lives in your tenant of our documentation platform — not on a Zazz engineer's laptop.

05 **True co-management**

We come alongside your internal staff (or, if you prefer, replace them) without ego. The City can retain ownership of every system, license, and data set.

06 **Rapid escalation**

Tier-4 architects and the SOC are reachable on a single hotline. There is no triage gauntlet between a Flagler Beach user and the engineer who can fix the issue.

SECTION 04

Relevant Experience & References

110+ active managed-services clients · 18% public-sector revenue · references selected for similarity to Flagler Beach.

4.1 Engagement Snapshot

Zazz currently supports more than 110 active managed-services clients ranging in size from 25 to 4,200 users. Approximately 18% of our recurring revenue comes from public-sector and quasi-public clients. The references below were selected for their similarity to the City of Flagler Beach in size, scope, security posture, or all three. Additional public-sector and regulated-environment references are available upon request, subject to client approval.

ACTIVE CLIENTS	USER RANGE	PUBLIC-SECTOR MIX	TRACK RECORD
110+	25–4,200	18%	10 yrs

4.2 Reference 1 — Volvo Group North America

> Although a private-sector reference, Volvo is included because the engagement most closely mirrors the operational complexity and 24x7 expectations the City has articulated, including line-of-business application support, OT/SCADA peripheral integration, and an environment that cannot tolerate downtime.

Client	Volvo Group North America (Greensboro, NC and 14 satellite sites)
Scope	Co-managed IT for a large base of corporate users and supporting OT environments; 24x7 help desk; SOC; M365 administration; vCIO and enterprise architecture; IAM consolidation onto Entra ID; line-of-business support for proprietary fleet management software.
Key Outcomes	Reduced average ticket resolution time by 41% in the first six months; consolidated 14 disparate identity stores into a single Entra ID tenant; rolled out Huntress EDR/ITDR/SAT to 100% of endpoints with zero net-new licensing spend after consolidation.
Reference Contact	Robert Servaeus, Infrastructure Architect | robert.servaeus@volvo.com

4.3 Reference 2 — TechnoGym USA

Client	TechnoGym USA
Scope	Zazz, Inc. provided Technogym with a flexible Managed IT Support engagement under a T&M model, delivering fixed hours per year of on-demand IT services with remote-first coverage and occasional on-site support at the New Jersey office. The engagement covered both Level 1 helpdesk support (workstation setup, mobile device and MDM configuration via Microsoft Intune, printer support, and telephony troubleshooting including Cisco IP Phones and Jabber) and Level 2 infrastructure support (Active Directory and GPO management, VMware ESX and virtual machine maintenance, backup configuration and monitoring, Cisco Meraki network support, and firewall administration across SonicWall and Palo Alto). The support model was designed to ensure operational continuity, proactive maintenance, and rapid issue resolution across end-user and infrastructure environments.
Key Outcomes	• Maintained continuous IT service availability across end-user systems and core infrastructure. • Delivered on-site support coverage in NJ for escalations and hands-on

	infrastructure needs. • Achieved responsive handling of ad-hoc requests and unplanned incidents within agreed escalation windows. • Improved incident resolution efficiency through structured remote + on-site hybrid support model. • Ensured stable operations across Active Directory, network, endpoint, and virtualized environments with proactive monitoring and maintenance.
Reference Contact	Mario Asaad | masaad@technogym.com

4.4 Certifications and Partnerships

01 Microsoft Solutions Partner
Modern Work, Security, and Infrastructure (Azure).

02 Huntress Tier-1 MSP Partner
Top 3% globally.

03 BreachLock Certified Delivery Partner
Autonomous penetration testing accreditation.

04 Auvik Premier Partner
Network monitoring and change detection.

05 Inky Partner
Via Kaseya Gold Tier Partnership.

06 CIS Controls v8 Experience
Implementation experience across IG1, IG2, and IG3.

07 SOC 2 Type II
Zazz internal controls audited annually (current report available under NDA).

08 Engineer-Level Certifications
Across the staff: CISM, CCSP, GCIH, GSEC, MS-100, MS-500, AZ-104, AZ-305, CCNA/CCNP, and PMP.

SECTION 05

Technical Approach & Methodology

Co-managed by design · unlimited model · 6-week onboarding journey · SLAs that beat the RFP targets.

5.1 Engagement Model — Co-Managed by Design

The RFP is explicit about the City's preferred direction: a co-managed delivery model. Zazz is purpose-built for co-management. We integrate with whatever internal IT presence the City retains — whether that is a single internal coordinator or a small department — and we adapt our delivery to amplify, not replace, internal capability. Co-management with Zazz means:

01 Joint ownership of the roadmap

Strategy, priorities, and project sequencing are decided together at the quarterly Strategic Steering Committee.

02 Flexible day-to-day division of labor

If the City's internal coordinator wants to handle on/off-boarding, we hand them the tooling. If they want us to own it, we own it. The boundary is documented and reviewed quarterly.

5.2 The Unlimited Model

Most MSPs operate on a tiered model with hidden meters: limits on tickets, surcharges for after-hours work, and project-grade billing for tasks that should be routine. Zazz's per-user, unlimited model removes those frictions:

INCLUDED WITH NO CAPS	EXAMPLES OF WHAT THAT MEANS
Help desk tickets	Password resets, M365 issues, printer setup, mobile device sync — unlimited.
Strategic consulting	vCIO sessions, vCISO sessions, board prep, RFP support, vendor evaluations.
Tabletop and BCP exercises	Annual tabletop, after-hurricane recovery rehearsal, ransomware war-game.
Project SOWs and scoping	We scope and document; billing only begins on signed SOWs for out-of-scope project work.
Documentation maintenance	Runbooks, network diagrams, SOPs continuously kept current.
After-hours support for emergency personnel	Police and Fire receive 24x7 unlimited help-desk coverage.

The single boundary on the unlimited model is project work that falls outside the agreed managed-services scope. This is detailed in Section 10 (Exceptions or Deviations). For project work, we author an SOW with milestones, dependencies, costs, and risks; billing begins only after both parties sign.

5.3 Onboarding & Transition — Your Onboarding Journey

Zazz delivers onboarding as a dedicated 6-week journey designed to take the City from kick-off to fully operational managed services, transitioning into an ongoing strategic partnership at Day 43. The journey unfolds across three overlapping phases, with eleven discrete workstreams and one ongoing partnership track. Every step is documented, every owner is named, and every outcome is signed off by the City.

WEEKS 1–2 Kick-Off & Knowledge Transfer — Establishing the relationship, transferring knowledge, and verifying access.

01 WEEK 1 **Kick-Off Call**

- Introduction to your Technical Services Manager, VP, and dedicated Account Manager
- Handoff from your previous IT contacts or vendors is coordinated
- Critical systems, vendors, and key contacts are documented
- Onboarding timeline agreed upon by both parties

02 WEEK 1 **Communication & Escalation Setup**

- Support contact details confirmed — support@zazz.io or (888) 959-0624 press 1
- Escalation paths and SLAs reviewed so expectations are fully aligned
- Your team is walked through how to open support tickets via phone, email, or app
- Administrative accounts provisioned in your environment

03 WEEK 2 **Knowledge Transfer from Incumbent IT**

- Full handoff from your existing IT staff or prior vendor is coordinated
- All critical system documentation, credentials, and configurations collected
- Any gaps in documentation identified and flagged for follow-up
- Key vendor relationships and contracts reviewed and noted

WEEKS 2–4 Assessment & Deployment

Assessing your environment and deploying Zazz-provided support and security tools.

04 WEEK 2 **Credentialing & Access Verification**

- Full credential check across all platforms and environments
- MFA configurations verified; break-glass backup admin account created
- Global admin access confirmed for Microsoft 365 (O365) or Google Workspace
- Network environment access established and confirmed functional

05 WEEKS 2–3 **Environment & Tools Assessment**

- Network environment assessed by senior technical resources
- O365 or Google Workspace security baseline reviewed
- Email security (Inky), DNS, and domain health assessed and documented
- Software stack evaluated for cost efficiency and business fit

06 WEEKS 2–3 **Billing & Contracts Review**

- Existing vendor contracts and software licenses reviewed and catalogued
- Billing aligned and confirmed in Zazz systems for accurate invoicing
- Renewal dates and cost optimization opportunities identified
- Recommendations prepared for consolidation or renegotiation where applicable

07 WEEKS 3–4 **Support & Management Tools Deployed**

- Remote monitoring and management (RMM) rolled out across all endpoints
- Ticketing system configured — your team can begin submitting support requests
- Mac management tools deployed where applicable
- Legacy IT management tools from prior vendors removed with your approval

08 WEEKS 3–4 **Security Stack Deployed**

- Security stack implemented as outlined in your contract
- Endpoint detection & response (EDR) deployed and confirmed active on all endpoints
- Identity Threat Detection & Response (ITDR) configured and operational
- Inky email security gateway deployed and enforced across your mail environment
- Security awareness training scheduled and enforced for your staff

WEEKS 4–6 Executive Report & Cadence

Compiling findings, scheduling review, and identifying priority improvements.

09 WEEKS 4–5 **Executive Report & Assessment Findings**

- All scan results, assessment notes, and tool findings compiled into a single report
- O365 or Google Workspace security hardening roadmap finalized for your review
- Application and vendor rationalization recommendations prepared
- Technical Services Manager and VP develop the executive summary and action plan

10 **WEEKS 5–6** **Assessment Review & Priority Projects**

- Assessment review meeting held with your leadership team
- Priority improvements and projects identified and agreed upon
- Quick wins separated from longer-term strategic initiatives
- Action plan documented with owner, timeline, and client approvals captured

11 **WEEK 6** **Cadence & Ongoing Meeting Schedule Set**

- Monthly check-in cadence established and calendar invites sent
- Quarterly Business Review schedule agreed upon
- Ongoing meeting cadence established and improvement roadmap agreed upon
- Your team has a clear picture of what comes next and who owns it

DAY 43 ONWARD — ONGOING PARTNERSHIP

Strategic Technology Partner

Your technology is our responsibility — we grow with your business.

- Monthly check-ins reviewing ticket trends, system health, and upcoming improvements
- Quarterly Business Reviews with strategic recommendations and roadmaps
- Proactive identification of technology opportunities aligned to your business goals
- Continuous security monitoring, uptime maintenance, and best-practice enforcement
- A trusted technology advisor embedded in your leadership team — not just a support desk

We act as a partner-level extension of your leadership team — taking personal ownership of your technology and going well beyond the traditional break-fix MSP model.

5.4 Ongoing Service Delivery

Once the 6-week onboarding journey closes at Day 43, the steady-state delivery cadence is:

Daily — 24x7 monitoring, alerting, patching, EDR/SIEM operation, help-desk dispatch.

Weekly — Technical Account Manager status with the City's coordinator; ticket review; risk register update.

Monthly — Service report (SLA performance, ticket volumes, security events, asset changes) plus the monthly check-in established during onboarding.

Quarterly — vCIO/vCISO Strategic Steering Committee with City leadership; tabletop or BCP rehearsal; license and vendor review.

Annually — Annual security posture review, strategic plan refresh, and budgetary inputs for the next fiscal year. Optional independent penetration testing available as an add-on engagement.

5.5 Service Level Targets

Zazz commits to the response-time targets in Section V of the RFP, as clarified by Addendum No. 1, and exceeds them at every priority tier. The table below uses the City's priority terminology to avoid scoring confusion. SLAs are measured from ticket creation to first response by a qualified engineer (not from time-to-acknowledge by an autoresponder).

PRIORITY	CITY TARGET	ZAZZ COMMITMENT	RESOLUTION TARGET
High	1 hour	**15-minute response**	2 hours or workaround
Medium	4 hours	**1-hour response**	4 business hours
Low	24 hours	**4 business-hour response**	Next business day
Scheduled	As mutually scheduled	**Performed within the agreed window**	Per scheduled change record

SLA performance is reported monthly.

5.6 Cloud Strategy & Modernization

Section II of the RFP identifies continuing migration to secure, cloud-based infrastructure as a strategic objective. Our cloud strategy for the City emphasizes pragmatism over ideology: we move workloads when the move pays for itself in resilience, security, or cost, and we do not move workloads simply for the sake of being in the cloud. The Cloud Readiness Assessment — produced as part of the Environment & Tools Assessment and Executive Report workstreams in the 6-week onboarding — ranks every workload by suitability for migration, recommended target platform (M365, Azure, AWS, or stay on-premise), estimated migration effort, and projected steady-state cost. The assessment becomes the cloud chapter of the City's strategic technology plan.

5.7 Asset Management & Procurement

Zazz will support hardware standards, lifecycle planning, configuration, asset tracking, and quote/specification support. Hardware purchases will remain with the City unless otherwise requested.

- All hardware and software assets logged in NinjaOne (RMM) and IT Glue (documentation) with full lifecycle status, warranty data, and assigned owner.
- Quarterly true-up of license utilization with vendor consolidation recommendations.
- Standardized device imaging via Microsoft Autopilot for Windows and Apple Business Manager for macOS/iOS so a replacement device is in a user's hands within 24 hours of approval.
- End-of-life devices wiped to NIST SP 800-88 standards with a certificate of destruction provided to the City.

5.8 Business Continuity & Disaster Recovery

Florida-coastal weather is not a hypothetical. Zazz's BC/DR methodology is structured around a recovery-tier framework adapted from NIST SP 800-34, with specific attention to hurricane-season operational continuity:

01 **M365 / Google Workspace backup — included**
Druva cloud backup of M365 and Google Workspace data (SharePoint, OneDrive, Teams, Exchange Online) is included in the per-user fee. Backup management, monitoring, and testing are included.

02 **Server & cloud backup (43 TB dataset) — billed separately**
Server and cloud workload backup for the City's 43 TB dataset is billed at $0.21 / GB / month. The final backup dataset will be validated during onboarding (the Environment & Tools Assessment workstream) and reconciled before billing begins.

03 **Monthly restore validation**
Zazz performs monthly test restores of random datasets to verify backup integrity and recoverability, with results documented in the monthly service report.

04 **Documented RTO/RPO per system**
Recovery Time Objectives and Recovery Point Objectives jointly approved by the City.

05 **Annual tabletop + technical recovery test**
Annual tabletop exercise plus an annual technical recovery test for at least one Tier-1 system.

06 **Pre-staged emergency communications**
M365 Emergency Operations site and alternate routing for the help desk hotline activated on tropical-storm watch.

07 **Hurricane-readiness review**
Every May 1 with the City Manager and Public Works.

SECTION 06

Staffing Plan and Key Personnel

A named, dedicated team — not a queue. Average engineer tenure 4.7 years; TAM tenure 5.9 years.

6.1 Account Team Structure

The City of Flagler Beach will be supported by a named, dedicated team — not a queue. Each team member below is contractually committed to the engagement; replacements require 30 days' notice and the City's written approval.

ROLE	NAMED PERSONNEL	ALLOCATION
Strategic Sponsor	Robert Bryant, VP Managed IT Services *(dual role)*	Quarterly + escalation
vCIO (Strategic Lead)	Robert Bryant, VP Managed IT Services *(dual role)*	1 hr/week dedicated
vCISO (Security Lead)	John Barera, Security Solutions Architect	2 hrs/week dedicated
Technical Account Manager	Colin Robinson, Technical Services Manager	4 hrs/week dedicated
Infrastructure Architect	Kiran Babu, Infrastructure Architect	4 hrs/week dedicated
CJIS-Cleared Engineers (T2+)	Pool of 3 engineers	On-rotation, FCIC/NCIC trained
Help Desk Pod (T1/T2)	Dedicated pod of 4 engineers	Continuous
SOC Analysts (T1/T2/T3)	24x7 in-house team	Continuous

6.2 Co-Managed Responsibility Split

Co-management means a clean division of accountability. The City IT Coordinator retains primary responsibility for the items below; Zazz owns everything else described in Section III of the RFP. This boundary is finalized during onboarding and documented in the joint runbook.

AREA	CITY IT COORDINATOR	ZAZZ
BSA business SaaS applications	Owner — vendor relationship, user provisioning, business-process configuration	Supports identity integration (SSO, Entra ID), connectivity, and incident triage
Mobile Device Management (MDM)	Owner — enrollment decisions, app catalog, compliance posture	Operates the platform (Intune / Apple Business Manager), executes policies
On-site response during business hours	First-responder when remote escalation requires hands-on presence	Remote support, dispatch coordination, escalation to Zazz on-site engineering (2-hr min) when needed
Public Records Requests	Owner — intake, statutory tracking, response to requestor	Provides technical retrieval, search, export, and chain-of-custody documentation as requested

6.3 Staffing Continuity

Zazz's tenure metrics are deliberately competitive. Average engineer tenure is **4.7 years**; average TAM tenure is **5.9 years**. We invest in continuity because it is what clients say matters most. In the unlikely event of departure, the replacement plan is:

01 30 days' written notice
To the City wherever feasible (immediate notice in unforeseen circumstances).

02 Replacement candidate biography
Submitted within 5 business days for the City's review.

03 Mandatory 30-day overlap
On TAM and vCIO roles to prevent any loss of context.

04 Institutional knowledge in IT Glue
Never in a single engineer's head.

SECTION 07

SOC and NOC Capabilities

In-house, US-based, 24x7 — Dallas primary, Franklin secondary. Every analyst is a Zazz employee.

7.1 In-House, US-Based, 24x7

Zazz operates two physical operations centers in the United States: a primary NOC/SOC in Dallas, TX, and a secondary in Franklin, TN. Both are SOC 2 Type II audited and staffed continuously, with either able to take primary coverage at any time. Tier-1 SOC analysis is performed in-house, not outsourced. Every analyst who can take action on Flagler Beach systems is a Zazz employee, background-checked at the level required for CJIS adjacency.

7.2 Security Tooling Stack

The integrated stack we run on behalf of every Enterprise Managed IT client — including the City — provides defense-in-depth coverage from email through endpoint to identity, data, and network.

CAPABILITY	PLATFORM	COVERAGE
Endpoint Detection & Response	Huntress EDR	All endpoints, 24x7
Identity Threat Detection & Response	Huntress ITDR	All M365 / Google Workspace identities
Managed SIEM	Huntress Managed SIEM	All log sources, 24x7
Security Awareness Training	Huntress SAT	All users, monthly modules
AI Anti-Phishing & SEG	Inky Advanced	Inbound & Outbound mail flow
DLP, CASB & SWG (AI Governance)	Zazz Security Suite	All users, all SaaS surfaces
Network Monitoring & Change Detection	Auvik	All network devices
Email / M365 Backup	Druva	All M365 services
RMM/MDM (Apple)	Addigy / NinjaRMM	All Apple devices
RMM/MDM (Windows)	Microsoft Intune / NinjaRMM	All Windows endpoints
GRC Platform	Cynomi	Compliance evidence & posture

What each capability does

SWG ***(Secure Web Gateway / AI Governance)***	Blocks logins from non-corporate accounts to leading AI tools like Claude, ChatGPT, and Gemini, preventing shadow-AI use of sensitive City data.
DLP ***(Data Loss Prevention)***	Blocks uploads to non-corporate destinations on SharePoint, OneDrive, Google Drive, Box, Dropbox, and others. If the City doesn't own it, the upload doesn't happen.
CASB ***(Cloud Access Security Broker)***	AI-driven sharing controls across Microsoft 365 and Google Workspace so PII, PHI, PCI, and IP-protected data doesn't leave the organization.
SSPM ***(SaaS Security Posture Management)***	Live scanning of the City's Microsoft 365 tenant — every integration and third-party connector held to Zero-Trust principles; inactive or unused ones flagged for removal.
Managed EDR ***(Endpoint Detection & Response)***	24×7 Managed SOC remediation across the City's fleet, powered by Huntress. Threats stopped in under 10 seconds.
Managed ITDR ***(Identity Threat Detection & Response)***	24×7 SOC response to unauthorized login attempts on Microsoft 365 and Google Workspace, with conditional access policies, velocity mapping, and regional exclusions.

SEG *(Secure Email Gateway)*	Real-time AI scanning of email flow that blocks phishing, man-in-the-middle, and other high-risk messages before they reach the inbox.
Managed SIEM *(Security Information & Event Management)*	Network monitoring and vulnerability scanning that detects changes in performance and configuration, with logging and alerting backed by baseline-comparison models and 24×7 AI- and human-driven SOC monitoring.
SAT *(Security Awareness Training)*	Standardized schedules for user awareness and a gamified curriculum coupled with simulated phishing and spear-phishing campaigns. High-risk targets are identified so awareness training and hardening policies can be tightened for specific users and groups.

7.3 Detection and Response Lifecycle

Every alert that fires in the City's tenant moves through a documented, time-bound lifecycle:

01 Detect
EDR/ITDR/SIEM/Inky generate the alert; correlation occurs in our SIEM.

02 Triage
T1 SOC analyst enriches and classifies within 10 minutes for any High/Critical alert.

03 Isolate
Endpoint isolation, account disablement, or mailbox quarantine — automated for known-bad indicators, T2 approved for ambiguous cases.

04 Investigate
T2/T3 analysts perform forensics, scope determination, and IOC sweeping across the environment.

05 Remediate
Coordinated with the TAM and vCISO; communications to the City Manager begin within one hour for any confirmed incident affecting more than five users or any CJIS-relevant system.

06 Report & Improve
Post-incident report within 5 business days; detection-rule improvements deployed within 10 business days.

7.4 Zero-Trust Architecture

The Zazz security philosophy is zero-trust by default. For the City this means conditional access policies in Entra ID requiring MFA and device compliance for every privileged action; just-in-time elevation for administrative work via PIM; segmentation of the police network from the general municipal network at both the network and identity layer; and continuous attestation that every endpoint accessing a sensitive system is enrolled, current, and healthy.

7.5 Compliance Posture

CJIS — Operating procedures aligned to CJIS Security Policy v5.9.5 (the current audit baseline through 03/31/2027); active gap-assessment toward v6.0 ahead of the October 1, 2027 enforcement deadline. T-2 and above engineers fingerprinted and FCIC/NCIC-certified through the relevant Florida CJA.

CIS Controls v8 — Standard implementation at IG2 with optional advancement to IG3 as the City's roadmap matures.

NIST CSF — Quarterly self-assessment reported on the Cynomi GRC platform.

Florida Cybersecurity Act — Operations and incident-response procedures aligned to Florida Statute §282.3185, including the 12-hour ransomware/cybersecurity-incident reporting requirement to the Florida Digital Service and applicable law enforcement.

FBI advisory policy alignment — Documented and reviewed annually with the Police Department.

Florida public records — Retention policies configured in M365 to align with Chapter 119 statutory requirements.

SECTION 08

Helpdesk & Support Model

Four-tier W-2 model · 24x7x365 coverage · CIO-level Strategic Steering Committee.

8.1 Tiered Support Model

Zazz operates a four-tier support model with proactive IT service management. Each tier is staffed by Zazz W-2 engineers; no outsourced handoffs.

TIER	SCOPE	TYPICAL SKILLS / CERTIFICATIONS
L1	First contact: password resets, M365 user issues, basic mobile/printer/peripheral support, ticket creation and triage.	MS-900, ITIL Foundations, A+. Average tenure 2.6 years.
L2	M365 administration, Entra ID, intermediate networking, endpoint troubleshooting, escalation from L1.	MS-100, AZ-104, MD-102, Network+.
L3	Server, network, and identity architecture work; complex diagnostics; ticket coaching for L1/L2.	MS-500, AZ-305, CCNP, SC-300.
L4	Lead architects: enterprise design decisions, advanced threat response, SOW authoring, vendor escalation.	CISSP, CCIE, AZ-400, multi-domain seniors.

8.2 How Users Reach Support

01 Phone
A dedicated City of Flagler Beach toll-free number with priority routing for Police and Fire.

02 Web Portal
Branded ticket portal with self-service knowledge base.

03 Email
support-flaglerbeach@zazz.io with smart parsing into the ticketing system.

04 In-Person
On-site visits for Tier-2+ work scheduled through the TAM; Orlando-based engineers are within 90 minutes of City Hall.

8.3 Coverage Hours

Section III of the RFP and Addendum No. 1 establish a tiered coverage model. Zazz delivers exactly this:

> **Police and Fire users receive 24x7x365 help desk and incident response coverage.** All other users receive standard 8 AM to 8 PM coverage, with escalation for major incidents as defined by the City. After-hours emergency coverage is staffed by full Tier-2+ engineers, not voicemail.

8.4 Strategic Customer Success Engagement

Beyond reactive support, every Enterprise Managed IT engagement at Zazz is supervised by a CIO-level Strategic Steering Committee. For Flagler Beach, the Committee meets quarterly with the City Manager and selected Department Heads to review:

- SLA performance, ticket trends, and root-cause analyses for any recurring issue.
- Progress against the strategic technology roadmap.
- Innovation opportunities — new tooling, automation candidates, cost reduction, or process improvement.
- Security posture, audit findings, and the coming quarter's risk register.
- Budget framing for the upcoming fiscal year.

8.5 Reporting & Transparency

The City's leadership has continuous visibility into every aspect of the engagement — not just monthly summaries. Four reporting channels are provided as part of the per-user fee, with no charge for additional reports or data exports:

01 **Monthly Service Report**

Delivered the first business day of every month. Covers SLA performance against every priority tier, ticket volume by department, root-cause analyses, security events summary, vulnerability remediation status, asset and license changes, and a forward-looking risk register.

02 **Real-Time Executive Dashboard**

24x7 access via SSO for designated City personnel. Live SLA tracking, current ticket backlog, open security alerts, 12-month rolling trends, and drill-down into individual tickets or security events.

03 **Custom & Compliance Reports**

Any data point in the platform exportable as CSV or PDF on demand. Quarterly compliance evidence packages auto-generated for CJIS, CIS Controls v8, NIST CSF, and Florida Cybersecurity Act §282.3185 reporting requirements.

04 **Quarterly Business Review**

On-site or remote (City's choice) with the Strategic Steering Committee. Forward-looking review of strategy, risk register, license and vendor consolidation opportunities, and progress against the five-year IT roadmap.

All reports adhere to Florida Chapter 119 public-records retention. The City retains full ownership and export rights to every underlying data set.

SECTION 09

Pricing Structure

Per-user, transparent, no hidden meters. Every baseline service is included.

9.1 Pricing Philosophy

Zazz's pricing is transparent and per-user. There are no surprise charges, no per-ticket meters, no after-hours premiums for emergency personnel, and no escalation fees for Tier-3 or Tier-4 expertise. Out-of-scope project work — when it arises — is executed only under a separately signed Statement of Work with milestones, dependencies, costs, and risks defined in advance.

Help-desk coverage tiers and flexibility. 24x7 Help Desk Support is billed at $80 / user / month. Standard 8 AM–8 PM Help Desk Support is billed at $60 / user / month. The mix of 24x7 and 8 AM–8 PM users can be adjusted at any time during the term to match the City's actual operational needs — no contract revision is required. Billing reconciles monthly to the headcount and tier composition in effect at the start of each billing cycle.

9.2 Recommended Configuration — Enterprise Managed IT

Based on the RFP requirements (137 users, 24x7 emergency coverage, CJIS scope, comprehensive cybersecurity, strategic IT leadership, BC/DR, and asset management), we recommend the Enterprise Managed IT configuration shown below.

SERVICE / COMPONENT	UNIT	QTY	MONTHLY
Step 1 — Unlimited Support Plan			
Unlimited Help Desk — 8 AM–8 PM *(101 standard users)*	user/mo	101	$6,060.00
Unlimited Help Desk — 24x7 *(16 Fire + 20 Police)*	user/mo	36	$2,880.00
		Step 1 Subtotal	**$8,940.00**
Step 2 — IT Operations Software			
Druva — M365 / Google Workspace Backup *(up to 50 GB / user)*	user/mo	137	$685.00
		Step 2 Subtotal	**$685.00**
Step 3 — Security Suite			
Zazz — DLP, CASB, and SWG AI Governance	user/mo	137	$2,055.00
Inky — AI Email Security & Anti-Phishing	user/mo	137	$685.00
Huntress — Endpoint Detection & Response (EDR)	device/mo	137	$1,370.00
Huntress ITDR — 24x7 Identity Threat Detection & Response	user/mo	137	$685.00
Huntress — Security Awareness Training	user/mo	137	$685.00
Huntress — Managed SIEM	source/mo	320 *	$1,600.00
		Step 3 Subtotal	**$7,080.00**
Step 4 — Strategic Partnership			
Enterprise Strategy *(vCIO, vCISO, dedicated TAM, SOC, NOC, BC/DR, IAM, license & vendor mgmt, monthly strategy sessions, ongoing compliance)*	user/mo	137	$6,850.00
		Step 4 Subtotal	**$6,850.00**
Step 5 — Infrastructure Services			
Server Management — On-Premise (Virtual)	server/mo	9	$1,800.00
Network Infrastructure Management	site/mo	12	$3,600.00
Cynomi GRC Platform	month	1	$500.00
		Step 5 Subtotal	**$5,900.00**
Monthly Subtotal *(before partnership discount)*	**—**	**137 users**	**$29,455.00**
		Less 10% partnership discount (1-year term)	−$2,945.50
Estimated Monthly Total (1-year term)	**—**	**—**	**$26,509.50 / mo ($193.50 / user)**

** Managed SIEM source count (320) reflects the estimated total network-connected devices: cell phones, copiers, cameras, switches, firewalls, computers, servers, and other controllers or network-connected endpoints. The final source count is validated during onboarding and reconciled before billing begins.*

Project SOWs billed at $160 / hour · On-Site work billed at $175 / hour (2-hour minimum).

9.3 Contract Term Pricing

In response to Section IV of the RFP, the table below shows pricing for one-, three-, and five-year terms. Every term receives a 10% partnership discount applied off the top of the $29,455 monthly subtotal shown in Section 9.2. Multi-year commitments earn further additional discounts stacked on the 10% baseline: an additional 5% at three years (15% total off) and an additional 10% at five years (20% total off).

TERM	TOTAL DISCOUNT	MONTHLY	ANNUAL	TERM TOTAL
1-Year	10% (off the top)	$26,509.50	$318,114.00	$318,114.00
3-Year	15% (10% + 5% additional)	$25,036.75	$300,441.00	$901,323.00
5-Year	**20% (10% + 10% additional)**	**$23,564.00**	**$282,768.00**	**$1,413,840.00**

Notes on pricing

- Pricing is firm for 120 days from submission.
- Annual price increases over the contract term are capped at the lesser of 3% or CPI-U.
- If the user count varies, billing is reconciled monthly: each new user prorates from their start date; departing users credit at the next monthly cycle.
- Sales tax, where applicable, is invoiced separately.
- Onboarding (the 6-week journey described in Section 5.3) is included at no additional charge.
- Early termination of a multi-year term: the City may terminate for any reason with 180 days' notice; the multi-year discount is recaptured on a prorated basis only for the remaining months.

9.4 What is Included vs. What is Out of Scope

Every recurring managed-services requirement named in Section III of the RFP is included in the recommended pricing above. Project-based migrations, specialized implementations, hardware purchases, and server/cloud backup storage are priced separately where applicable. The recurring/project boundary is what Zazz calls Specialized Project Work — bespoke software development, mobile or web app development, custom IAM/OAuth integrations, AI/ML deployments, and similar one-time builds. These engagements are scoped, priced, and executed via separate SOWs. See Section 10 for a full description.

9.5 Optional Add-On Services

The Enterprise Managed IT configuration above is a complete solution. Should the City wish to add capabilities at a later date, the following options are available at the rates shown:

SERVICE	RATE
Server Management — Cloud	$200 / instance / month
Server Management — On-Premise (Physical)	$250 / server / month
Server Backup *(billed against the validated dataset)*	$0.21 / GB / month
Additional Network Sites *(beyond the 12 included)*	$300 / site / month
Asset Storage & Deployment	$25 / asset / month
Compliance Reporting & Questionnaire Handling *(beyond 36 included reports/year)*	$250 / report
Project SOW Work *(specialized development, custom integrations)*	$160 / hour
On-Site Engineering *(2-hour minimum)*	$175 / hour

SECTION 10

Exceptions or Deviations

A clear scope boundary — specialized project work executed under separate SOWs.

10.1 Scope Boundary

> Zazz's exceptions are limited to clearly defined out-of-scope work. The Enterprise Managed IT engagement covers every recurring managed-services requirement described in Sections III and V of the RFP. Project-based migrations, specialized implementations, hardware purchases, and server/cloud backup storage are priced separately where applicable. The boundary line is what we refer to as Specialized Project Work — engagements that fall outside the scope of recurring managed services and that warrant their own scoped Statement of Work.

10.2 Specialized Project Work

Zazz is also a software development and specialized professional-services organization. Our in-house capabilities include mobile, web, and custom application development; source-code security review; IAM/OAuth implementation; line-of-business application design and integration; and AI/ML development and deployment. Where many MSPs hand these off to third parties, Zazz delivers them itself — so the City has a single accountable partner across everything technology-related, with the explicit understanding that bespoke project work is scoped, signed, and billed separately.

The following types of engagements would be executed under separately negotiated SOWs rather than within the per-user managed-services fee:

- Custom application development (mobile, web, desktop, line-of-business).
- Source-code security review and remediation.
- AI/ML pilot, build, or deployment work.
- Initial compliance attestation engagements (e.g., a first-time CJIS audit prep) where ongoing posture maintenance is included but the initial baseline buildout is project-grade work.
- Major systems implementations and data migrations beyond standard M365/Entra ID work.
- Custom IAM/OAuth integrations beyond standard Entra ID configuration.
- Initial implementation effort for new line-of-business platforms *(ongoing support is included; the implementation project is scoped)*.

Hardware specification, lifecycle planning, configuration, and asset tracking are included in the per-user fee (see Section 5.7). Hardware purchases remain with the City unless otherwise requested.

10.3 SOW Process

Whenever a request arises that may fall into the specialized-project category, Zazz commits to the following process at no charge to the City:

01 Discovery (no charge)
We meet with the requesting stakeholder to understand the desired outcome.

02 SOW Authoring (no charge)
We document scope, deliverables, milestones, dependencies, risks, fixed or T&M pricing, and acceptance criteria.

03 Mutual Sign-off
Both parties sign before any project work commences.

04 Execution & Reporting
Weekly status against milestones; change requests handled via documented amendments.

05 Acceptance
Closeout against the acceptance criteria; warranty and support terms documented in the SOW.

10.4 Other Stipulations

The following standard contractual stipulations apply to this engagement:

- Pricing is held firm for 120 days from submission of this proposal.
- The City retains ownership of all data, configurations, documentation, and any tooling provisioned in the City's platforms during the engagement.
- Zazz takes no exception to the 180-day non-renewal notice provision in Section IV.
- Zazz takes no exception to the minimum qualifications in Section VI.
- Annual price increases over the contract term are capped at the lesser of 3% or CPI-U.
- Zazz will execute any standard non-disclosure, business-associate, or CJIS-adjacency agreements the City requires.
- Zazz takes no exception to the SLA requirements in Section V and meets or exceeds each one as described in Section 5.5.
- Zazz takes no exception to the General Terms in Section IX.

SECTION 11

Closing

A partnership built for the people who serve Flagler Beach's residents.

The City of Flagler Beach has set out a clear and admirable vision: a modern, secure, scalable, and responsive IT operating environment that supports the people who serve Flagler Beach's residents. Zazz exists to be precisely this kind of partner. We bring the in-house depth of a national MSP, the responsiveness and accountability of a specialty firm, and a pricing model engineered to align our incentives with yours.

If selected, Zazz commits to:

01 **Begin transition planning**
Within 5 business days of contract execution.

02 **Complete the dedicated 6-week onboarding journey**
As described in Section 5.3, transitioning into ongoing strategic partnership at Day 43.

03 **Deliver the executive report and prioritized action plan**
In Weeks 4–6 as part of the onboarding journey.

04 **Earn the City's renewal at the end of every term**
Not assume it.

Thank you again for the opportunity to compete for this engagement. We look forward to your questions and to demonstrating, in person, the difference a strategic technology partner can make for the City of Flagler Beach.

RESPECTFULLY SUBMITTED

Robert Bryant
VP, Managed IT Services, Zazz, Inc.

Authorized to negotiate, contract, and bind Zazz, Inc. on the matters described in this proposal. We are ready to begin within 5 business days of contract execution.

PRIMARY CONTACT
Robert Bryant
robert.b@zazz.io · (480) 414-2536

SUPPORT DESK
support@zazz.io
(888) 959-0624 press 1

RESPONSE TO REQUEST FOR PROPOSAL

RFP Number FB-26-2005

Information Technology Managed Services & Strategic Support

PREPARED FOR

City of Flagler Beach

Attn: City Clerk

105 S. 2nd Street, Flagler Beach, FL 32136

SUBMITTED BY

TeamLogic IT — Palm Coast

Your Local Managed IT & Cybersecurity Partner

50 Leanni Way, Unit E3, Palm Coast, FL 32137

386-693-3099 | JCarbia@TeamLogicIT.com | www.TeamLogicIT.com/PalmCoastFL

Submission Date: May 20, 2026

May 20, 2026

City Clerk
City of Flagler Beach
105 S. 2nd Street
Flagler Beach, FL 32136

Re: RFP FB-26-2005 — Information Technology (IT) Managed Services & Strategic Support

Dear Selection Committee:

TeamLogic IT of Palm Coast is pleased to submit this response to the City of Flagler Beach's Request for Proposal for Information Technology Managed Services and Strategic Support. We have read the RFP and Addendum Number 1, 2, & 3 in their entirety and are committed to delivering every service described, in full compliance with the terms, conditions, and service levels stated therein.

We believe TeamLogic IT of Palm Coast is uniquely positioned to support the City for three reasons:

- **Local presence.** Our office is located minutes from Flagler Beach. We are not flying technicians in from out of state; we are your neighbors. Response, escalation, and on-site dispatch happen in real time, not from a remote NOC three time zones away.
- **Public-safety insight.** Our Lead Engineer is a retired Flagler Beach Police Officer who is already credentialed in the Police Department's systems and intimately familiar with CJIS-bound workflows, evidence chain-of-custody, FCIC/NCIC connectivity, and after-hours operational realities for sworn personnel.
- **Microsoft-native cloud and security strategy.** Backed by the broader TeamLogic IT national network, we deliver a Microsoft-first roadmap that aligns directly with your stated objective of migrating servers to the cloud, consolidating tooling, and strengthening cybersecurity posture.

This proposal is firm and valid for one hundred twenty (120) days from the submission date. The undersigned is authorized to bind TeamLogic IT of Palm Coast to the commitments set forth herein. We have included pricing for one (1), three (3), and five (5) year contract terms; we welcome the opportunity to refine scope and pricing collaboratively with City staff following award.

Thank you for the opportunity to be considered. We look forward to serving the City of Flagler Beach.

Respectfully submitted,

Jose Carbia
Owner
TeamLogic IT of Palm Coast
386-693-3099 | *JCarbia@TeamLogicIT.com*

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Executive Summary

The City of Flagler Beach is undertaking a transition to a co-managed IT service delivery model that supports approximately 137 users across 16 departments and 12 sites, while strengthening cybersecurity, consolidating tools and licensing, and migrating remaining on-premises infrastructure to the cloud. TeamLogic IT of Palm Coast is built to deliver this locally, predictably, and with the depth of a national MSP brand behind us.

Why TeamLogic IT of Palm Coast

- **Truly local with national depth.** Our Palm Coast office is minutes from the City of Flagler Beach, allowing on-site response measured in minutes, not hours. At the same time, TeamLogic IT is backed by a nationwide network of more than 340 locations and over 1,700 engineers and technicians supporting more than 140,000 managed devices across the United States. The City benefits from responsive local support combined with the scalability, escalation resources, operational maturity, and collective expertise of a national managed services organization.
- **Public-safety credibility with operational understanding.** Our Lead Engineer is a retired Flagler Beach Police Officer who is already credentialed in Police Department systems and familiar with CJIS operational requirements. CJIS compliance is not simply a checkbox for TeamLogic IT; it is embedded into our operational approach, escalation procedures, and understanding of public safety continuity requirements.
- **Microsoft-aligned cloud strategy.** We propose a long-term modernization strategy centered on the Microsoft security and cloud ecosystem, including migration of the City's nine on-premises VMware servers to Microsoft Azure. A Cloud modernization roadmap will be designed to transition the City's on-premises server infrastructure to a secure, scalable cloud environment with integrated identity, cybersecurity, and operational management aligned to the City's existing Microsoft ecosystem and long-term strategic objectives.
- **Co-managed by design.** TeamLogic IT respects the role of the City's IT Coordinator and recognizes the importance of collaborative operational ownership. Our proposed RACI matrix (Section 3.4) clearly reserves BSA SaaS administration, Mobile Device Management, business-hours on-site escalation support, and Public Records Requests to City staff, while TeamLogic IT assumes responsibility for helpdesk operations, infrastructure management, cloud services, cybersecurity operations, governance, and strategic IT leadership.
- **Enterprise-grade processes with local accountability.** Unlike many smaller MSPs, TeamLogic IT leverages nationally standardized operational frameworks, cybersecurity best practices, service delivery methodologies, and centralized escalation resources. This provides the City with mature operational processes while maintaining direct accountability through local leadership and engineering resources.
- **ITIL-aligned service framework.** TeamLogic IT delivers services aligned to the ITIL v4 service value system, including documented SOPs, Monthly Business Reviews (MBRs), lifecycle planning, KPI/SLA reporting, and continuous service improvement. This directly addresses the operational maturity gap identified within the RFP addenda, where the City indicated no formal service delivery framework currently exists.
- **Strategic partnership beyond helpdesk support.** TeamLogic IT's model extends beyond reactive ticket resolution. Through our vCIO-led governance process, the City receives ongoing strategic guidance, cybersecurity planning, budgeting assistance, lifecycle forecasting, cloud

modernization planning, and operational risk management designed to support the City's long-term technology objectives and continuity of operations.

Engagement Highlights

Service Area	Our Commitment
Helpdesk Coverage	Phone, email, and ticketing portal. 24/7 for Police and Fire; business hours for all other users.
SLA — High Priority	1-hour Time-to-Response, per Addendum.
Cybersecurity Stack	Microsoft Defender XDR (Endpoint P2, Office 365 P2, Identity), Defender Vulnerability Management, and Microsoft Sentinel for SOC monitoring.
Cloud Migration	Phased migration of the 9 on-premises VMware servers (43 TB) to Microsoft Azure, with Veeam Cloud continuity. Delivered T&M per the City's preference.
Backup & DR	Veeam Cloud retained as the standard. Documented BC/DR plan with monthly preferred backup testing and annual full-restore validation.
Strategic Leadership	Five-year IT roadmap, Monthly Business Reviews (MBR), and an annual strategic review with City leadership.
Pricing Model	Per-user, with 1, 3, and 5-year terms. PD & FD after-hours pricing is included in the per-user rate. Migrations, other projects and Non-PD & FD after-hours are billed on a Time & Materials basis (Section 7.4).

Detailed pricing, staffing, and technical methodology are contained in Sections 3 through 7 of this proposal.

1. Company Overview

1.1 About TeamLogic IT

TeamLogic IT is one of the largest privately held Managed Service Provider (MSP) networks in the United States, recognized annually on the Channel Futures MSP 501 and Channel Insider Top 100 lists. Headquartered in Mission Viejo, California, the brand operates through more than 340 independently owned and operated franchise locations and over 1,700 engineers and technicians supporting more than 140,000 managed devices across the United States, supporting tens of thousands of users in commercial, public-sector, and education environments.

Each TeamLogic IT location is a locally owned business backed by national resources: shared engineering knowledge, vendor partnerships (including Microsoft, Cisco/Meraki, Fortinet, VMware, Veeam, and multiple other vendors), and a national NOC/SOC capability that supplements local delivery teams. This model gives the City of Flagler Beach the responsiveness of a local provider with the depth and bench of a national one.

1.2 TeamLogic IT — Palm Coast

TeamLogic IT of Palm Coast is the franchise responsible for serving Flagler County and the immediate surrounding region. Our office is located minutes from Flagler Beach City Hall, which materially affects response times, dispatch logistics, and the realism of the SLAs committed to in this proposal.

Legal Name	Carbia Technology Group, LLC dba TeamLogic IT of Palm Coast
Headquarters	50 Leanni Way, Unit E3, Palm Coast, FL 32137
Florida Business Authorization	Business ID: 76954 / Certificate #: 28-8020032196-9
Years in Operation	TeamLogic IT – 20 years in operation (expanded to Palm Coast in 2026)
Primary Contact	Jose Carbia, Owner 386-693-3099 | JCarbia@TeamLogicIT.com
National Brand	TeamLogic IT (340+ locations, MSP 501 honoree)

1.3 Core Service Offerings

Our service portfolio aligns directly to the scope outlined in Section III of the RFP:

- Helpdesk and end-user support (24/7 capable for emergency personnel; business hours for general users)
- On-premises and hybrid infrastructure management — servers, networking, storage
- Cloud services — Microsoft 365, Entra ID (Azure AD), Azure, cloud migrations
- Cybersecurity — Microsoft Defender XDR, MFA, security awareness training, vulnerability management, incident response in alignment with CIS, NIST, FBI, CJIS requirements as needed
- Strategic IT leadership — multi-year roadmap, governance, MBR cadence

- Asset management — inventory, lifecycle, configuration (procurement excluded per Addendum)
- Business continuity and disaster recovery — planning, documentation, testing

1.4 Compliance & Certifications

Domain	Status
CJIS Awareness & Personnel Screening	Lead Engineer is a retired Flagler Beach Police Officer with existing FCIC/NCIC Limited Access Certification that is still current. He also holds the CJIS Online Security and Privacy: Security Role Certificate that is current. All personnel assigned to Police Department network access will complete CJIS Security Awareness Training and FBI fingerprint-based background screening prior to access.
Florida Statutes Compliance	Adherence to F.S. 282.318 (State Cybersecurity Act) and F.S. 119 (Public Records). Detailed in Section 3.7.
Vendor Certifications (Team)	Microsoft 365, Azure, and security certifications across the engagement team.
Microsoft Solutions Partner	Microsoft AI Cloud Partner

1.5 Awards & Recognition

Channel Futures. MSP 501 TWO-TIME MSP OF THE YEAR

CRN FAST GROWTH 150 TOP 500 SOLUTION PROVIDER #148 ELITE 150

Inc. 5000 AMERICA'S FASTEST GROWING PRIVATE COMPANIES

Kaseya FASTEST GROWING MSP

ORANGE COUNTY BUSINESS JOURNAL ORANGE COUNTY'S FASTEST-GROWING LARGE PRIVATE COMPANIES #6

2. Relevant Experience & References

2.1 Approach to Public-Sector and Municipal Engagements

Public-sector IT operates under a distinct set of constraints: compressed budget cycles tied to fiscal-year approvals, public-records exposure of nearly all electronic communications, CJIS handling for law-enforcement systems, audit obligations under Florida statutes, and the always-on operational reality of public-safety services. We design our engagements specifically around these constraints, not as an adapted commercial template.

Our engagement model emphasizes:

- Documented runbooks and SOPs for every recurring process, supporting future audit and continuity of service.
- Reporting cadence aligned with City Commission cycles, managed business reviews for operational metrics, quarterly reviews for strategic posture.
- Cybersecurity-first design that treats compliance (CJIS, F.S. 282.318) as the baseline rather than an upsell.
- Co-managed responsibility models that preserve the role and authority of internal IT staff.

2.2 Required References

Section VI of the RFP states that experience supporting municipal or government entities is preferred. Three reference engagements are provided below.

Reference 1 — Municipal / Government Engagement

Client	Indian River County Property Appraiser's Office - City of Vero Beach
Engagement Period	June 2018 - Present
Users / Sites	40 employees, 65 endpoints, 14 virtualized servers Vero Beach and Sebastian, Florida
Scope	Managed IT Services & CyberSecurity
Reference Contact	Mickey Umphrey, Chief Deputy mickeyumphrey@ircpa.org

Reference 2 — Comparable Engagement

Client	Cimarron Energy, Inc.
Engagement Period	2023 - Present
Users / Sites	350 users
Scope	Managed IT Services, Help Desk, Infrastructure, MS 365, CyberSecurity, intune implementation, network revision

Reference Contact	Joel Brandon jbrandon@cimarron.com

Reference 3 — Comparable Engagement

Client	Vecello Group, Inc.
Engagement Period	2024 - Present
Users / Sites	600
Scope	Managed IT Services, Help Desk, Infrastructure, MS 365, CyberSecurity
Reference Contact	Paula Burgess Paula.burgess@vecelliogroup.com

2.3 Local Public-Safety Familiarity

Beyond formal reference engagements, the lead engineer assigned to this account has direct, sworn-officer operational experience inside the Flagler Beach Police Department. Our Lead Engineer is a retired Flagler Beach Police Officer who is already credentialed in the systems the PD uses, and who understands first-hand the difference between a workstation outage at 2:00 p.m. and a CAD/RMS issue at 2:00 a.m. This is a depth of contextual knowledge that is not transferable through a reference call.

3. Technical Approach & Methodology

3.1 Service Delivery Framework — ITIL v4

The Addendum confirms that no service delivery framework exists today and that ITIL or FitSM is preferred. We propose ITIL v4 because of its broader adoption in U.S. municipal and federal-aligned environments, its compatibility with existing CJIS and NIST 800-53 control language, and its mature mapping to MSP delivery toolchains.

The practices we operationalize from Day 1 include:

- Service Desk & Incident Management — single point of contact, classification per the SLA matrix in Section 6.
- Problem Management — root-cause investigation for repeating incidents, captured in known-error database.
- Change Enablement — change advisory board (CAB) for standard / normal / emergency changes; coordination with the City's IT Coordinator on all production-impacting changes.
- Service Level Management — monthly SLA reporting, exception tracking, continual service improvement (CSI) register.
- Information Security Management — alignment with CJIS Security Policy and F.S. 282.318 baseline.
- Asset & Configuration Management — single source of truth in IT Glue (Section 3.6).

3.2 Co-Managed Operating Model & RACI

Per the Addendum, the City's IT Coordinator retains specific responsibilities while the MSP owns the rest. The following RACI matrix codifies that split. R = Responsible (does the work), A = Accountable (owns the outcome), C = Consulted, I = Informed.

Function / Service Area	IT Coordinator	TeamLogic IT — Palm Coast	City Leadership
Helpdesk Tier 1 / 2 / 3	C	R / A	I
BSA (Business SaaS) Administration	R / A	C	I
Mobile Device Management (MDM)	R / A	C	I
On-site response during business hours	R / A	C (escalation)	I
On-site response after hours (Police / Fire)	C	R / A	I
Public Records Requests	R / A	C	I
Server & VMware infrastructure (on-prem)	C	R / A	I
Network — Fortinet, Meraki, Synology	C	R / A	I
Microsoft 365 administration	C	R / A	I

Function / Service Area	IT Coordinator	TeamLogic IT — Palm Coast	City Leadership
Entra ID (Azure AD) administration	C	R / A	I
Conditional Access policy design	C	R / A	I
MFA setup & resets	C	R / A	I
Endpoint Detection & Response (EDR)	I	R / A	I
Vulnerability Management	I	R / A	I
Security Awareness Training	C	R / A	I
Incident Response (cyber)	C	R / A	C / I
Backup operations (Veeam)	I	R / A	I
Backup testing	C	R / A	I
Cloud migrations (T&M projects)	C	R / A	C
5-Year IT Roadmap	C	R / A	C / A
Monthly Business Review (MBR)	C	R / A	I
Procurement (hardware purchasing)	R / A	C	C / A
CJIS compliance for PD systems access	A (City as owner)	R	I

3.3 Transition & Onboarding Plan

The Addendum confirms this engagement is a full replacement of the City's current provider. The transition window spans Day 1 to Day 90, with formal Go-Live at Day 31.

Phase	Window	Key Activities
Phase 0	Pre-Award → Day 0	• Award acceptance, MSA & SOW execution • Background-check initiation for personnel touching PD systems • Kickoff meeting with City IT Coordinator & department leads
Phase 1	Day 1 – Day 14	• Discovery — full inventory of users, endpoints, servers, network, applications, licenses • Documentation harvest from outgoing provider (Flagler County) • IT Glue tenant build, NinjaOne RMM deployment, ticketing portal configured • Initial M365 / Entra ID admin role transition

Phase 2	Day 15 – Day 30	• Cybersecurity baseline — Defender for Endpoint P2 deployment, Defender for Office 365 P2 enablement, MFA / Conditional Access review • Backup verification — Veeam configuration audit, restore test • End-user communications — helpdesk contact info, portal access • SOP authoring — top 20 recurring procedures documented in IT Glue
Go-Live	**Day 31**	Formal service handover — SLAs in effect, full helpdesk operations, 24/7 Police/Fire coverage active.
Phase 3	Day 31 – Day 90	• Stabilization, SLA monitoring, first MBR (Day 60) • 5-Year IT Roadmap drafted and presented • Cloud migration assessment for 9 on-prem servers initiated • Vulnerability baseline scan and remediation plan

3.4 Infrastructure Management

Per the Addendum, the current on-premises environment consists of 9 virtual servers on VMware, 2 core switches and 12 edge switches (Fortinet / Meraki), 8 wireless access points, Synology storage, and Dell EMC / Dell / HP endpoints under manufacturer warranty. 12 sites are connected; remote access is via VPN.

Day-1 Operational Scope

- VMware vCenter health, patching, capacity, and snapshot hygiene
- Fortinet firewall policy review, firmware lifecycle, and configuration backup
- Meraki dashboard administration — switch and AP health, RF optimization, client visibility
- Synology storage volume health, SMART monitoring, and snapshot policy
- Windows server patching, AD health, file server permissions hygiene
- VPN administration and remote access policy alignment with Conditional Access

3.5 Cloud Services & Migration Strategy

The Addendum confirms the City's intent to move all servers to cloud. We propose Microsoft Azure as the destination cloud, with a phased, application-by-application migration delivered on a Time & Materials basis per the Addendum's pricing guidance for migration projects.

Why Microsoft Azure

- Direct identity continuity with Entra ID (Azure AD) — the City already operates in this identity plane.
- Native integration with Microsoft 365, Defender XDR, and Sentinel — single security pane.
- Government Cloud option (Azure Government) available for workloads with CJIS-bound data, should the assessment determine it is warranted for Police Department systems.
- Pay-as-you-go cost model with cost management tools and Microsoft's Cloud Adoption Framework (CAF) Landing Zone design.

Phased Migration Approach

Phase	Activities & Deliverables
1. Assess	Full discovery of all 9 servers, application dependencies, data volumes (43 TB total), licensing impact, and CJIS-classification per workload. Output: migration plan, rough order of magnitude (ROM) cost, and recommended target architecture (Azure landing zone design).
2. Foundation	Azure Landing Zone build per CAF — management groups, subscriptions, hub VNet, governance, RBAC, policy baseline, log analytics, Defender for Cloud enablement, and Sentinel workspace.
3. Migrate	Workload-by-workload migration using Azure Migrate, with cutover windows scheduled with the City. Priority sequencing: lowest-risk file services first; CJIS-bound and BSA-dependent workloads last, with the most planning time.
4. Optimize	Post-migration rightsizing, reserved-instance / savings-plan analysis, monitoring and alerting tuning, and decommissioning of legacy on-prem hardware in coordination with the City.

3.6 Cybersecurity Services

The Addendum confirms that the City is open to vendors proposing standardized replacements and consolidation of existing cybersecurity platforms. TeamLogic IT recommends a security modernization strategy designed to reduce tool sprawl, centralize operational visibility, simplify administration, improve threat response, and better align cybersecurity operations with the City's existing cloud and identity platform investments.

Our proposed cybersecurity approach includes consolidation and enhancement across the following operational areas:

Function	Current	Proposed
Endpoint Detection & Response (EDR)	SentinelOne	Consolidated next-generation endpoint detection, response, and managed threat protection platform
Email / Phishing Defense	PhishER + Microsoft Defender	Unified advanced email threat protection and phishing defense platform
Identity Threat Protection	SentinelOne	Enhanced identity protection, privileged access controls, and conditional access policy hardening
Vulnerability Management	Uknown	Continuous vulnerability assessment, prioritization, and remediation management
Security Operations / SIEM	None unified	Centralized security monitoring, event correlation, and incident response operations

Multi-Factor Authentication	Entra ID MFA (in use)	Retained and enhanced through policy optimization and risk-based access controls
Security Awareness Training	KnowBe4 / PhishER	Ongoing end-user cybersecurity awareness and phishing simulation program

Cybersecurity Service Activities

3.7 Compliance — CJIS & Florida Statutes

TeamLogic IT understands that municipal public safety environments require strict adherence to Florida Department of Law Enforcement (FDLE) and Criminal Justice Information Services (CJIS) security requirements.

Our approach includes:

- CJIS-aware operational procedures for personnel supporting Police Department systems
- Background screening for all personnel with authorized access to CJIS-connected environments
- Controlled privileged access management
- MFA enforcement and secure remote access procedures
- Security event escalation and incident response coordination
- Support for audit preparation and remediation activities
- Documentation and governance aligned with CJIS operational expectations
- Support for secure handling of criminal justice information and systems

TeamLogic IT recognizes that CJIS compliance is operational, procedural, and technical. We will work collaboratively with the City and Police Department leadership to ensure support processes align with FDLE and CJIS expectations.

Additionally, our assigned engineering resources include a retired City of Flagler Beach Police Officer with direct CJIS familiarity and public safety operational experience, strengthening our ability to support Police Department technology environments effectively and responsibly.

CJIS Security Policy

All TeamLogic IT of Palm Coast personnel assigned to administrative or support access to the Police Department's network, fileserver, or CJI-bearing systems will complete the following before such access is granted:

1. FBI fingerprint-based criminal background check, coordinated through the Flagler Beach PD Terminal Agency Coordinator (TAC).
2. CJIS Security Awareness Training at the level appropriate to the personnel's access tier (Levels 1–4 per CJIS §5.2).
3. Signed CJIS Personnel Security Acknowledgment.
4. Re-training and re-attestation on a biennial basis or as required by City policy.

Our Lead Engineer, a retired Flagler Beach Police Officer, is already credentialed in the PD's systems and serves as our internal CJIS subject-matter expert.

Florida Statutes 282.318 — State Cybersecurity Act

We will operate in alignment with the cybersecurity standards established for state agencies and political subdivisions, including risk assessments, formalized incident reporting procedures, and recurring training of personnel with access to City information systems.

Florida Statutes Chapter 119 — Public Records

All electronic communications and records created in the course of this engagement that constitute public records under Chapter 119 will be retained and produced in coordination with the City Clerk and the City's IT Coordinator. Internal procedures will preserve metadata and audit trails sufficient to satisfy public records requests, recognizing that the IT Coordinator retains responsibility for the formal response to such requests (per the RACI in Section 3.2).

3.8 Asset Management

Per the Addendum, the City handles hardware procurement; we manage inventory, lifecycle, and configuration. Our asset management program includes:

- Real-time inventory of endpoints, servers, network devices, and licenses in NinjaOne and IT Glue.
- Quarterly inventory reconciliation against the City's procurement records.
- Lifecycle tracking with end-of-warranty alerts and recommended replacement windows.
- Standard configuration baselines (Windows endpoint, server, mobile) for new device onboarding.
- Surplus / decommissioning support, including secure data wipe per NIST SP 800-88.

3.9 Business Continuity & Disaster Recovery

The Addendum identifies continuity of work and transition to cloud as highest priority, with annual backup testing required and monthly testing preferred. Our BC/DR program is built around the existing Veeam Cloud backup investment.

Element	Commitment
Backup Platform	Veeam (existing), with offsite replication to Veeam Cloud.
Recovery Point Objective (RPO)	Recommended baseline: 24 hours for general workloads; 4 hours for Tier-1 (PD/Fire/BSA) — to be ratified with the City during onboarding.
Recovery Time Objective (RTO)	Recommended baseline: 8 business hours general; 4 hours Tier-1 — to be ratified during onboarding.
Backup Testing Cadence	Monthly file-level restore tests; quarterly application-level restore tests; annual full DR exercise with documented results.
BC/DR Documentation	Living document maintained in IT Glue, reviewed annually with the City. Includes recovery runbooks, contact trees, vendor escalation paths.
Declared-Emergency Response	Per Addendum: full disaster recovery posture activated in the event of declared emergencies and cyberattacks, with on-site presence as required.

3.10 Strategic IT Leadership & 5-Year Roadmap

Within Phase 3 of onboarding (Day 31–90) we will deliver the City's 5-Year IT Strategic Plan. The plan is reviewed annually with City leadership and refined quarterly as conditions warrant. Pillars include:

- Cloud transition — completion of the on-prem-to-Azure migration, with milestones and budget projections.
- Cybersecurity maturity — Microsoft Secure Score targets, Zero Trust progression, and CJIS sustainment.
- Application consolidation — review of BSA, Point & Pay, and other line-of-business apps for licensing efficiency.
- Network modernization — Fortinet / Meraki lifecycle, SD-WAN evaluation for multi-site connectivity.
- End-user experience — endpoint refresh cycles, Windows 11 readiness, productivity tooling.
- Governance — annual policy review and tabletop exercises.

*Cadence: Monthly Business Review (MBR) for operations, quarterly strategic review with the City's leadership, annual full plan refresh.*4. Staffing Plan & Key Personnel

4.1 Engagement Team Structure

The City of Flagler Beach is served by a dedicated account team supported by the broader TeamLogic IT of Palm Coast operations staff and, where deeper specialization is needed (e.g., Microsoft cloud architecture and security engineering), by named subject-matter experts from the wider TeamLogic IT network.

Role	Responsibility
Account Manager	Primary commercial and relationship owner. Single escalation point for the City Manager / IT Coordinator on contract, scope, and satisfaction matters.
Service Delivery Manager (SDM)	Operational owner. Runs the Monthly Business Review, owns SLA performance and CSI register, coordinates change management with the City.
Lead Engineer (CJIS lead)	Senior technical lead and CJIS-certified resource. Retired Flagler Beach Police Officer with existing PD systems credentialing. Owns complex incidents, escalations, and PD-facing engineering work.
Cloud & Security Architect	Microsoft-certified architect responsible for Azure migration, Defender XDR / Sentinel design, Entra ID / Conditional Access, and the 5-Year IT Roadmap.
Tier 1 Service Desk Technicians	First-line support across phone, email, and portal channels. Triage, password resets, M365 issues, common desktop incidents.
Tier 2 Engineers	Server, networking, and infrastructure escalations. On-site dispatch when remote resolution is not feasible.
Tier 3 / Specialist	Microsoft 365 / Azure deep escalations, security incident handling, advanced infrastructure issues, and migration project execution.

After-Hours On-Call (Police / Fire)	Rotational engineer on-call for the 24/7 coverage of public-safety personnel.

4.2 Key Personnel — Biographies

The individuals named below are committed to this engagement. Replacements of named key personnel will not be made without prior written notice to the City and offering of a candidate of equivalent or greater qualifications.

Anonymized Personnel Profiles — Supporting Resource Pool

The following profiles describe the supporting technical resource pool available to this engagement. Identities are anonymized; each resource is referenced by a unique role code. Ages are stated as of May 2026; years of IT experience are conservative estimates derived from documented education, certification history, and formal training records.

Role code conventions: CONS = Senior Consultant / SME · SEC = Endpoint & Security Specialist · INF = Infrastructure Engineer · ENG = Microsoft 365 Workplace Engineer.

CONS-01	Senior Microsoft 365 / Azure Consultant
Profile Summary	**Age** 45 · **Years of IT Experience** 20+ · **Education** University-level (Systems)
Microsoft Certifications	Microsoft 365 Enterprise Administrator Expert · MS-500 (M365 Security Administration) · MS-100 (M365 Identity & Services) · MS-101 (M365 Mobility & Security) · AZ-104 (Microsoft Azure Administrator)
Core Knowledge Areas	Windows Server (High) · Microsoft Azure Platform (High) · Group Policy Management (High) · PowerShell Scripting (High) · Active Directory (Medium) · Exchange Server (Medium) · ADFS (Medium) · Office 365 (High) · Azure AD Connect (Medium) · Hyper-V (High) · VMware vSphere v5/v6 (Medium) · SCVMM (Medium) · System Center Data Protection Manager (High) · Microsoft Endpoint Configuration Manager (Expert) · Package & Deploy Apps and Updates (Expert) · Microsoft Intune (High) · Microsoft Deployment Toolkit (High) · Nagios Monitoring (High) · SQL Server (Medium)
Documented Formal Training	2014 — 20410D Installing & Configuring Windows Server 2012 (40h) · 2014 — 20411D Administering Windows Server 2012 (40h) · 2014 — 20412D Configuring Advanced WS 2012 Services (40h) · 2015 — 10747 Administering System Center 2012 Configuration Manager (40h) · 2018 — 20703-1A Administering SCCM (40h)

CONS-02	Senior Microsoft & Veeam Specialist
Profile Summary	**Age** 58 · **Years of IT Experience** 28+ · **Education** Tertiary (Computer Analyst)
Microsoft Certifications	Microsoft Certified Professional (MCP)
Other Certifications	Veeam Technical Sales Professional (VMTSP)
Core Knowledge Areas	Microsoft platforms architecture and delivery · Senior advisory and technical training · VMware & Veeam ecosystem awareness · Enterprise infrastructure analysis
Background Notes	*Multi-year background as Microsoft Certified Trainer (1997–2006) across three training institutions. Senior Technical Analyst (2003–2006). Serves as senior advisor / SME role for complex engagements and technical mentoring.*

SEC-01	Microsoft Endpoint & Security Specialist
Profile Summary	Age 38 · Years of IT Experience 12+ · Education High School Diploma
Microsoft Certifications	Microsoft 365 Enterprise Administrator Expert · MS-500 (M365 Security Administration) · MS-100 (M365 Identity & Services) · MS-101 (M365 Mobility & Security) · MS-700 (Managing Microsoft Teams) · SC-900 (Security, Compliance & Identity Fundamentals) · MD-102 (Endpoint Administrator) · SC-300 (Identity & Access Administrator) · SC-400 (Information Protection & Compliance) · AZ-104 (Azure Administrator) · SC-200 (Microsoft Security Operations Analyst)
Core Knowledge Areas	Windows Server & Client (High) · Microsoft Azure Platform (Medium) · Group Policy Management (High) · PowerShell Scripting (High) · Active Directory Domain Services (Medium) · Microsoft Exchange (Medium) · Microsoft 365 (High) · Entra ID Premium (High) · Hyper-V (Medium) · System Center Configuration Manager (High) · Package & Deploy Apps and Updates (High) · Microsoft Intune (High) · WSUS (High)

SEC-02	Microsoft Endpoint & Security Specialist
Profile Summary	Age 39 · Years of IT Experience 13+ · Education High School Diploma
Microsoft Certifications	Microsoft 365 Enterprise Administrator Expert · MS-500 (M365 Security Administration) · MS-100 (M365 Identity & Services) · MS-101 (M365 Mobility & Security) · MS-700 (Managing Microsoft Teams) · SC-900 (Security, Compliance & Identity Fundamentals) · MD-102 (Endpoint Administrator) · SC-300 (Identity & Access Administrator) · SC-400 (Information Protection & Compliance) · AZ-104 (Azure Administrator) · SC-200 (Microsoft Security Operations Analyst)
Core Knowledge Areas	Windows Server & Client (High) · Microsoft Azure Platform (Medium) · Group Policy Management (High) · PowerShell Scripting (High) · Active Directory Domain Services (Medium) · Microsoft Exchange (Medium) · Microsoft 365 (High) · Entra ID Premium (High) · Hyper-V (Medium) · System Center Configuration Manager (High) · Package & Deploy Apps and Updates (High) · Microsoft Intune (High) · WSUS (High)

INF-01	Senior Infrastructure Engineer
Profile Summary	Age 46 · Years of IT Experience 22+ · Education Associate Degree in Computer Science
Microsoft Certifications	—
Core Knowledge Areas	Windows Server (Medium) · Microsoft Azure Platform (Medium) · Group Policy Management (High) · PowerShell Scripting (Medium) · Active Directory (High) · Exchange Server (High) · Active Directory Federation Services (High) · Office 365 (High) · Azure AD Connect (Medium) · Hyper-V (Medium) · SCCM (High) · Package & Deploy Apps and Updates (High) · Microsoft Deployment Toolkit (High) · Project Server / Project Online (High)

INF-02	Infrastructure & Backup Engineer
Profile Summary	Age 41 · Years of IT Experience 17+ · Education High School Diploma – Technical Track
Microsoft Certifications	Microsoft Movere · MS-100 (M365 Identity & Services)

Other Certifications	Veeam Certified Engineer (VMCE) v9.5 · ESET ETCSMC (Security Management Center) · ESET Technical Certified Support Analyst · ESET Technical Certified File Security · ESET Technical Certified Mail Security · ESET Technical Certified Cloud Administrator
Core Knowledge Areas	Windows Server (High) · Microsoft Azure Platform (Medium) · Group Policy Management (High) · PowerShell Scripting (High) · Active Directory (High) · Exchange Server (Medium) · ADFS (Medium) · Office 365 (High) · Azure AD Connect (High) · Hyper-V (High) · VMware vSphere v5/v6 (Medium) · SCCM (High) · Package & Deploy Apps and Updates (High)
Documented Formal Training	2014 — 70-410 Installing & Configuring Windows Server 2012 (40h) · 2014 — 70-411 Administering Windows Server 2012 (40h) · 2014 — 70-412 Configuring Advanced WS 2012 Services (40h) · 2019 — VEEAM (VMCE) v9.5 Veeam Certified Engineer (24h)
Background Notes	*Veeam-certified engineer — relevant for engagements with existing Veeam Cloud backup infrastructure.*

ENG-01	Microsoft 365 Workplace Engineer
Profile Summary	**Age** 31 · **Years of IT Experience** 6+ · **Education** University in progress — Information Technology Management
Microsoft Certifications	Microsoft 365 Enterprise Administrator Expert · MS-100 (M365 Identity & Services) · MS-101 (M365 Mobility & Security) · MS-700 (Managing Microsoft Teams)
Core Knowledge Areas	Windows Server (High) · Microsoft Azure Platform (Low) · Group Policy Management (Medium) · PowerShell Scripting (High) · Active Directory (Medium) · Exchange Server (Medium) · ADFS (Medium) · Office 365 (High) · Azure AD Connect (High) · Hyper-V (High) · VMware vSphere v5/v6 (Medium) · SCCM (Medium) · Package & Deploy Apps and Updates (Medium) · Microsoft Deployment Toolkit (Medium)

4.3 Certifications Summary

The table below consolidates the formal certifications held across the engagement team and supporting resource pool. Anonymized individual profiles are provided in the appended Personnel Profiles document. Holder counts in parentheses reflect resources from the supporting technical pool; additional certifications held by named key personnel (Account Manager, Service Delivery Manager, Lead Engineer, and Cloud & Security Architect) are noted where applicable.

Domain	Certifications Held by the Engagement Team
Microsoft 365 / Modern Work	Microsoft 365 Enterprise Administrator Expert (4 holders) · MS-100 M365 Identity & Services (5) · MS-101 M365 Mobility & Security (4) · MS-500 M365 Security Administration (3) · MS-700 Managing Microsoft Teams (3) · Microsoft Certified Professional / MCP (1)
Microsoft Azure	AZ-104 Microsoft Azure Administrator (3 holders) · Microsoft Movere — cloud migration assessment
Microsoft Security / Identity	SC-200 Microsoft Security Operations Analyst (2 holders) · SC-300 Identity & Access Administrator (2) · SC-400 Information Protection & Compliance (2) · SC-900 Security, Compliance & Identity Fundamentals (2) · MD-102 Endpoint Administrator (2) · MS-500 M365 Security Administration (3 — also counted under Modern Work)

Backup & Recovery — Veeam	VMCE Veeam Certified Engineer v9.5 (1 holder) · VMTSP Veeam Technical Sales Professional (1 holder). Directly relevant to the retained Veeam Cloud backup environment.
Additional Security Tooling	ESET Technical Certified Security Management Center (ETCSMC), Support Analyst, File Security, Mail Security, and Cloud Administrator — 5 ESET certifications held by 1 resource. Available if endpoint security tooling diversification is considered.
Fortinet	*NSE 4 Fortigate Security 6.4*
VMware	Operational experience across the engagement team (vSphere v5 / v6, multiple practitioners).
CJIS	CJIS Security Awareness Training to be completed for all personnel with PD-system access prior to access being granted; existing operational credentialing held by Lead Engineer (retired Flagler Beach Police Officer).

4.4 Staffing Plan for Sustained SLAs

The Addendum reports 80–90 monthly support requests. Our staffing model is sized to absorb seasonal peaks (storm season, fiscal year-end, software refresh cycles) without SLA degradation. After-hours Police / Fire coverage is provided through a rotational on-call schedule among qualified engineers, with weekly handoff and shared documentation in IT Glue.

5. SOC / NOC Capabilities

5.1 Operating Model

Our Security and Network Operations capability is built around the Microsoft Defender XDR + Microsoft Sentinel platform, integrated with NinjaOne for endpoint health and operations telemetry. Coverage spans:

- Business-hours (Monday–Friday, 8:00 a.m. – 6:00 p.m. EST) — full team availability for incidents of any priority.
- After-hours, weekends, and holidays — 24/7 on-call coverage for Police and Fire personnel and incidents, per the Addendum.
- Cybersecurity alert pipeline — 24/7 monitoring of Microsoft Sentinel and Defender alerts for the entire City tenant.

5.2 SOC Capabilities

Capability	Description
SIEM / SOAR	Unified cloud-native security information and event management (SIEM) and security orchestration, automation, and response (SOAR) platform providing centralized monitoring, correlation, alerting, and automated response workflows for common containment actions such as user disablement, device isolation, and malicious communication blocking.
Endpoint Detection & Response	Advanced endpoint detection and response (EDR) platform utilizing behavioral analytics, automated investigation and remediation, attack surface reduction controls, and continuous endpoint monitoring to identify and contain threats..
Email / Collaboration Defense	Advanced email and collaboration security platform providing anti-phishing, anti-malware, malicious link protection, attachment sandboxing, impersonation detection, and user attack simulation capabilities.
Identity Protection	Centralized identity and access security controls including multi-factor authentication (MFA), conditional access policies, risky sign-in detection, privileged access protections, and hybrid identity monitoring for on-premises and cloud-based identity systems.
Vulnerability Management	Continuous vulnerability discovery, exposure scoring, configuration assessment, remediation tracking, and patch management oversight aligned to defined service level objectives and cybersecurity best practices.
Threat Intelligence	Integrated commercial and public-sector threat intelligence feeds supplemented by U.S. government cybersecurity advisories, threat bulletins, and information-sharing organizations relevant to municipal and public safety environments.

Incident Response	Documented incident response procedures and escalation playbooks supporting coordinated containment, investigation, communication, and recovery activities. TeamLogic IT will designate CJIS-aware personnel for incidents involving public safety or law enforcement systems. Annual tabletop exercises and response reviews are included as part of the governance process.

5.3 NOC Capabilities

Capability	Description
Endpoint & Server Monitoring	NinjaOne RMM — agent on every supported endpoint and server. Health, patch status, performance, drive space, service status.
Network Monitoring	Meraki dashboard alerts (switch/AP/uplink health), Fortinet SNMP / syslog ingestion into Sentinel for unified visibility.
Patch Management	Windows OS and third-party application patching cycles, with maintenance windows agreed with the City. Emergency patching SLA: 72 hours for critical CVEs.
Backup Monitoring	Veeam job success/failure tracking, capacity trending, alerting on missed jobs or capacity thresholds.
Documentation	IT Glue — single source of truth for runbooks, configurations, passwords (vaulted), network diagrams, vendor contacts.

5.4 After-Hours Public-Safety Coverage

Per the Addendum, 24/7 coverage is required only for Police and Fire personnel. We deliver this as a dedicated after-hours helpdesk number that routes to the on-call engineer, with mandatory acknowledgment within the agreed High-Priority SLA (1 hour Time-to-Response). The Lead Engineer's familiarity with PD operations and personnel significantly reduces the friction in after-hours incident handling.

6. Helpdesk & Support Model

6.1 Channels

Per the Addendum, phone and email are required and a self-service portal is preferred. All three channels are provided from Day 1:

- Phone — dedicated number for the City of Flagler Beach, with separate after-hours line for Police and Fire personnel.
- Email — dedicated address; tickets auto-created on receipt with acknowledgment to sender.
- Self-Service Portal — ticket submission, status tracking, knowledge base, and approval workflows.
- Optional: Microsoft Teams app integration for ticket submission from within the user's familiar collaboration tool.

6.2 Hours of Coverage

User Population	Coverage
General City staff (~125 users)	Business hours: Monday – Friday, 8:00 a.m. – 6:00 p.m. EST (excluding federal and City-observed holidays).
Police Department personnel	24/7/365 — all priority levels.
Fire Department personnel	24/7/365 — all priority levels.
Declared emergency (storm, cyber)	All-hands engagement, on-site as required, until incident resolution.

6.3 SLA Matrix — Time-to-Response

SLAs are measured as Time-to-Response and align to the Addendum's revised definitions (which supersede Section V of the original RFP):

Priority	Definition	Target Response	Coverage
HIGH	All users and/or major functions or critical government processes are inoperable or unavailable.	**1 hour**	24/7 for PD/Fire; business hrs others
MEDIUM	Over 30% of users are affected or an entire location or non-critical government process is unavailable.	**4 hours**	Business hours
LOW	Under 30% of users are affected.	**24 hours**	Business hours
SCHEDULED	Any scheduled maintenance or installation requested more than one week in advance.	**As scheduled**	As scheduled

6.4 Triage & Escalation Process

5. Ticket creation — via phone, email, or portal. Auto-acknowledgment with ticket number.
6. Tier 1 triage — initial assessment, classification per Section 6.3 matrix, resolution attempt.
7. Tier 2 escalation — if Tier 1 cannot resolve within target, ticket routes to Tier 2 (infrastructure, network, M365 administration).
8. Tier 3 / specialist — Microsoft cloud / security deep escalations, on-prem complex issues, project-related work.
9. On-site dispatch — when remote resolution is not feasible and IT Coordinator is unavailable; Lead Engineer or Tier 2 dispatched from Palm Coast office.
10. Major-incident protocol — Service Delivery Manager engaged for HIGH-priority incidents; communication updates every 30 minutes to the IT Coordinator until resolution.
11. Post-incident review — within 5 business days for any HIGH incident, with documented root cause and preventive actions.

6.5 On-Site Support

Per the Addendum, the City prefers remote support, with on-site dispatched only when an issue cannot be resolved between remote support and the IT Coordinator. Our Palm Coast office is located minutes from City Hall and PD/Fire stations, materially shortening dispatch time compared to remote-first national MSPs.

- Routine on-site dispatch — included in base per-user pricing where covered by the standard service level.
- Scheduled on-site visits (preventive maintenance, special projects, etc.) — performed as part of standard service or billed at the on-site hourly rate (Section 7), depending on scope.
- After-hours on-site for Police / Fire — covered under the 24/7 commitment, billed per the after-hours pricing variant selected by the City (Section 7).

6.6 Reporting & MBR Cadence

The City receives standardized reporting that supports public-sector audit and oversight requirements:

- Weekly summary — ticket volume, SLA performance, open major issues.
- Monthly Business Review (MBR) — operational performance dashboard, security posture review, change log, upcoming roadmap activities. Conducted with the IT Coordinator monthly; with City leadership quarterly.
- Annual strategic review — full 5-Year IT Roadmap refresh with the City Manager and department leads.
- Ad-hoc — any reporting required to support Public Records requests, audits, or commission updates.

7. Pricing Structure

7.1 Pricing Model

Per the Addendum, the City's preferred pricing model is per-user. Hardware is excluded (procured by the City). PD & FD after-hours pricing is included in the per-user rate. Migrations, other projects and Non-PD & FD after-hours are billed on a Time & Materials basis (Section 7.4).

7.2 Per-User Managed Services Pricing

The per-user rate covers the full scope described in Sections 3 through 6, including: helpdesk (business hours for general staff), infrastructure management, M365 / Entra ID administration, cybersecurity, backup operations, asset management, BC/DR program, strategic leadership, and reporting cadence.

Per-User Rate

Contract Term	Per-User / Month	Monthly (137 users)	Annual
1 Year	$129.50	$17,741.50	$212,898
3 Years (recommended)	$121.50	$16,645.50	$199,746
5 Years	$114.50	$15,686.50	$188,238

7.3 What's Included in the Per-User Rate

- Helpdesk (business hours for general users; 24/7 for PD/Fire)
- Remote and on-site support for incidents covered by SLAs
- Microsoft 365 and Entra ID administration
- VMware, Fortinet, Meraki, Synology, Windows server and endpoint administration (excluding the Microsoft license itself — see Section 7.6)
- SOC monitoring (Azure consumption billed pass-through — see Section 7.6)
- Vulnerability management — monthly reporting, prioritized remediation
- MFA / Conditional Access policy management
- Veeam backup operations and testing
- Asset inventory (NinjaOne + IT Glue)
- Documentation in IT Glue
- Monthly Business Review and reporting
- Strategic leadership — 5-Year IT Roadmap, annual review

7.4 Project Pricing (Time & Materials)

7.5 One-Time Onboarding / Transition Fee

A one-time onboarding fee covers the Phase 0–2 transition work described in Section 3.3, including discovery, RMM/PSA deployment, documentation harvest, M365 admin transition, cybersecurity baseline deployment, and SOP authoring.

Item	Fee (USD)
Onboarding & Transition (Phase 0 – Phase 2, ~30 days)	**$17,000**

7.6 Items Billed as Pass-Through (Not Included in Per-User Rate)

- Microsoft 365 licenses (including any licenses not already owned by the City)
- Azure consumption charges (for the future cloud migration target, billed at Microsoft list with no markup, or per the City's existing EA/CSP agreement)
- Veeam Cloud subscription (existing — retained at current pricing)
- Hardware (City-procured per Addendum)
- Third-party software licenses outside Microsoft 365 (BSA, Point & Pay, etc.)

7.7 Proposal Validity

This proposal and the pricing herein are firm and valid for one hundred twenty (120) days from May 20, 2026.

8. Exceptions or Deviations

TeamLogic IT of Palm Coast has reviewed the RFP, Addendum Number 1, 2, and 3 and the responses contained therein, and accepts the requirements as stated with the following items noted for clarification or refinement at the contract-negotiation stage. These are not exceptions to fundamental requirements; rather, they are points to be ratified jointly with the City during onboarding.

8.1 Items for Joint Ratification During Onboarding

Item	Note
RPO / RTO Targets	The RFP and Addendum do not specify quantitative RPO/RTO. We propose the baselines in Section 3.9 (RPO 24h general / 4h Tier-1; RTO 8h general / 4h Tier-1) and will ratify final values with the City during Phase 2 of onboarding.
Cybersecurity Stack Replacement	Per the Addendum, the City is open to vendors proposing standardized replacements. Final go/no-go on each replacement (and timing) will be confirmed during onboarding. Existing SentinelOne and PhishER subscriptions, if active, would be operated in parallel during transition and decommissioned after stable cutover.
Microsoft Licensing	License optimization will be evaluated jointly during Phase 1 of onboarding and presented with options.
CJIS Vendor Attestation	Individual personnel CJIS Security Awareness Training and background checks are part of our standard onboarding for PD-system access. Any entity-level CJIS attestation requirements specific to Flagler Beach PD will be confirmed with the PD's Terminal Agency Coordinator at award.
Cloud Migration Scope and Timing	The intent to move all servers to cloud is endorsed but not yet scoped. We will deliver a formal cloud migration assessment in Phase 3 of onboarding, which will include a detailed workload-by-workload sequencing, ROM cost, and Azure landing zone design. Crucially, this assessment will evaluate the optimal cost-benefit ratio for each service to ensure maximum fiscal efficiency and strategic alignment for the City. Execution proceeds on T&M with City approval per workload
Self-Service Portal	Optional per RFP/Addendum; included by us from Day 1.
Hardware Procurement	Excluded from our scope per Addendum. We will provide vendor-neutral specifications and recommendations to support the City's procurement process at no additional charge.

8.2 No Exceptions to Contract Terms

TeamLogic IT of Palm Coast takes no exception to the contract terms, renewal terms (180-day notice), service level expectations as revised by the Addendum, or any other commercial term stated in the RFP, save the clarification items above.

Acknowledgment of Addendum Number 1, 2, 3

TeamLogic IT of Palm Coast acknowledges receipt of and full incorporation of Addendum Number 1 (dated May 12, 2026) and Addendum Number 2 & 3 (dated May 15, 2026) into the RFP for the preparation of this response. All revised requirements, clarifications, and SLA definitions set forth in the Addendum supersede the corresponding statements in the original RFP and are reflected throughout this proposal.

Acknowledged by:

Jose Carbia, Owner
TeamLogic IT of Palm Coast
Date: May 20, 2026

Staff Report

City Commission Regular Meeting

July 9, 2026

To:	City Commission
From:	William Freeman, City Engineer/Public Works Administrator
Meeting Date:	July 9, 2026
Item Name:	Resolution 2026-45. A Resolution by the City Commission of the City of Flagler Beach awarding the construction contract for the Additional Water Main River Crossing – Upland/Lambert Avenue Portion to 4C's Trucking & Excavation, Inc., in the amount of $1,421,903.90, representing the Base Bid and Additive Alternate; providing for conflict and an effective date.

Background:

The City of Flagler Beach is advancing the Additional Water Main River Crossing project to improve potable water system redundancy, enhance operational reliability, and support long-term utility capacity. The upland/Lambert Avenue portion includes installation of a new 16-inch transmission main, valves, hydrants, tie-ins, water services, and restoration.

Invitation to Bid No. FB-2026-0705 was publicly advertised, and sealed bids were received in accordance with Florida Statutes and City procurement requirements. 4C's Trucking & Excavation, Inc. submitted the lowest responsive and responsible bid.

The Base Bid submitted by 4C's totals $1,042,776.04, which includes the following major components:

- 16" PVC Water Main (2,800 LF @ $108.27/LF) – $303,156.00
- Fire Hydrant Assemblies (7 EA @ $11,552.74/EA) – $80,869.18
- Short-Side and Long-Side Water Services – $185,623.50 combined
- Concrete, paver, and asphalt restoration – $96,302.35 combined
- Sewer lateral adjustments/repairs required by Addendum No. 1

In addition to the Base Bid, staff recommends awarding the Additive Alternate, which totals $379,127.86. The alternate includes drainage improvements, culvert replacements, mitered end sections, swale regrading, and additional restoration work. Completing this work concurrently with the water main installation avoids future conflicts, reduces long-term maintenance costs, and minimizes disruption to residents.

The combined award amount for the Base Bid and Additive Alternate is $1,421,903.90.

Mead & Hunt has reviewed the bid and recommends awarding both the Base Bid and Additive Alternate to 4C's Trucking & Excavation, Inc.

1. System Redundancy
The City currently relies heavily on a single transmission route. A second river crossing and upland connection:

- Reduces vulnerability to single-point failures
- Ensures continuous service during emergencies, repairs, or storm events
- Strengthens the City's overall water distribution resilience

2. Fire Protection Improvements
The project includes:

- Seven new hydrants
- Larger diameter main
- Improved flow and pressure

This directly enhances fire suppression capability for residents and businesses.

3. Replacement of Aging Infrastructure
Existing water main segments and appurtenances along Lambert Avenue are aging and undersized. This project:

- Replaces outdated materials
- Eliminates known weak points
- Reduces future maintenance costs and emergency repairs

4. Required for the River Crossing Project
The upland portion is not optional — it is the mainland connection point for the new river crossing. Without this segment:

- The river crossing cannot be placed into service
- The City cannot achieve the intended redundancy
- The project would remain incomplete

5. Regulatory and Operational Benefits
The project supports:

- Compliance with water system reliability standards
- Improved operational flexibility
- Better isolation and maintenance capability through new valves and line stops

6. Public Safety and Community Resilience
Ultimately, the project protects:

- Residents
- Businesses
- Visitors
- Critical facilities

by ensuring the City can maintain water service and fire protection even during outages, storms, or infrastructure failures.

Fiscal Impact:
Funding for the project will be drawn from the City's Water Utility Capital Fund.

Total Award Amount:
$1,421,903.90.

No budget amendment is required.

Staff Recommendation:
Staff recommends approval of Resolution 2026-45, awarding the construction contract for the Additional Water Main River Crossing – Upland/Lambert Avenue Portion to 4C's Trucking & Excavation, Inc., in the amount not to exceed $1,421,903.90.

Attachments:
1. 2026-45 4C's Lambert Avenue
2. Notice of Intent to Award0001
3. Mead & Hunt - Recommendation of Award WM River Crossing (Upland Portion)
4. 4C's Trucking and Excavation Bid
5. 4C's Trucking and Excavation Bid Security
6. Bid Tab
7. Plans FB WM RIVER CROSSING SHEET SET
8. Complete Project Manual - FINAL

RESOLUTION 2026-45

A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF FLAGLER BEACH, FLORIDA, ACCEPTING THE RECOMMENDATION OF AWARD FOR THE ADDITIONAL WATER MAIN RIVER CROSSING – UPLAND/LAMBERT AVENUE PORTION; AWARDING THE CONSTRUCTION CONTRACT TO 4C'S TRUCKING & EXCAVATION, INC. IN THE AMOUNT OF $1,421,903.90, REPRESENTING THE BASE BID AND ADDITIVE ALTERNATE; PROVIDING FOR FUNDING, IMPLEMENTATION, AND AN EFFECTIVE DATE.

WHEREAS, the City of Flagler Beach continues to invest in the long-term reliability, resiliency, and operational capacity of its potable water distribution system, including the planned Additional Water Main River Crossing intended to strengthen system redundancy and improve service reliability for residents and businesses; and,

WHEREAS, the upland/Lambert Avenue portion of the project represents a critical segment of this system improvement, consisting of the installation of approximately 2,800 linear feet of 16-inch PVC water main, associated valves, fire hydrants, tie-ins, water services, ductile iron fittings, restoration, and abandonment of existing water main infrastructure; and,

WHEREAS, the City publicly advertised Invitation to Bid No. FB-2026-0705 and received competitive sealed bids in accordance with Florida Statutes and the City's procurement requirements; and,

WHEREAS, 4C's Trucking & Excavation, Inc. submitted a complete, responsive, and responsible bid package, including all required forms, certifications, addendum acknowledgements, and corporate authorization documents; and,

WHEREAS, the bid submitted by 4C's Trucking & Excavation, Inc. includes detailed unit pricing for all major components of work, including but not limited to:

- 16" PVC Water Main: 2,800 LF at $108.27/LF ($303,156.00)
- Fire Hydrant Assemblies: 7 EA at $11,552.74/EA ($80,869.18)
- Gate Valves, Line Stops, and Blow-Off Assemblies
- Water Services: 75 total services across short-side and long-side installations
- Restoration: Concrete, pavers, asphalt, and swale areas
- Existing Water Main Abandonment and Modifications; and,

WHEREAS, the Base Bid submitted by 4C's totals $1,042,776.04, and the Additive Alternate totals $379,127.86, for a combined total of $1,421,903.90; and,

WHEREAS, Mead & Hunt has reviewed the bid documents, verified compliance with all procurement requirements, and issued a formal Recommendation of Award identifying 4C's Trucking & Excavation, Inc. as the lowest responsive and responsible bidder; and,

WHEREAS, both projects will require pre-planned shutdowns on separate days to complete the work, and all required sampling and compliance testing will be performed following hydrant replacement; and,

WHEREAS, staff finds that awarding the construction contract is necessary to advance this essential utility infrastructure project, maintain regulatory compliance, and protect the health, safety, and welfare of residents, visitors, and businesses.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF FLAGLER BEACH, FLORIDA AS FOLLOWS:

SECTION 1. The "WHEREAS" clauses above are hereby incorporated herein as legislative findings.

SECTION 2. The City Commission hereby awards the construction contract for the Additional Water Main River Crossing – Upland/Lambert Avenue Portion to 4C's Trucking & Excavation, Inc., in the total amount of One Million Four Hundred Twenty-One Thousand Nine Hundred Three Dollars and Ninety Cents ($1,421,903.90), representing the Base Bid and Additive Alternate. Funding shall be provided from the appropriate water utility capital project account.

SECTION 3. All resolutions and parts of resolution in conflict with this resolution are hereby repealed.

SECTION 4. If any portion of the Resolution shall be declared unconstitutional or if the applicability of this Resolution or any portion thereof to any person or circumstances shall be held invalid, the validity of the remainder of this Resolution and the applicability of this Resolution, or any portion thereof to other persons or circumstances, shall not be affected thereby.

SECTION 5. This Resolution shall become effective upon execution.

Upon motion duly made and carried, the foregoing Resolution was accepted by the City Commission of the City of Flagler Beach this 9th day of July, 2026.

CITY OF FLAGLER BEACH, FLORIDA

PATTI KING, MAYOR

ATTEST:

PENNY OVERSTREET, CITY CLERK

City of Flagler Beach

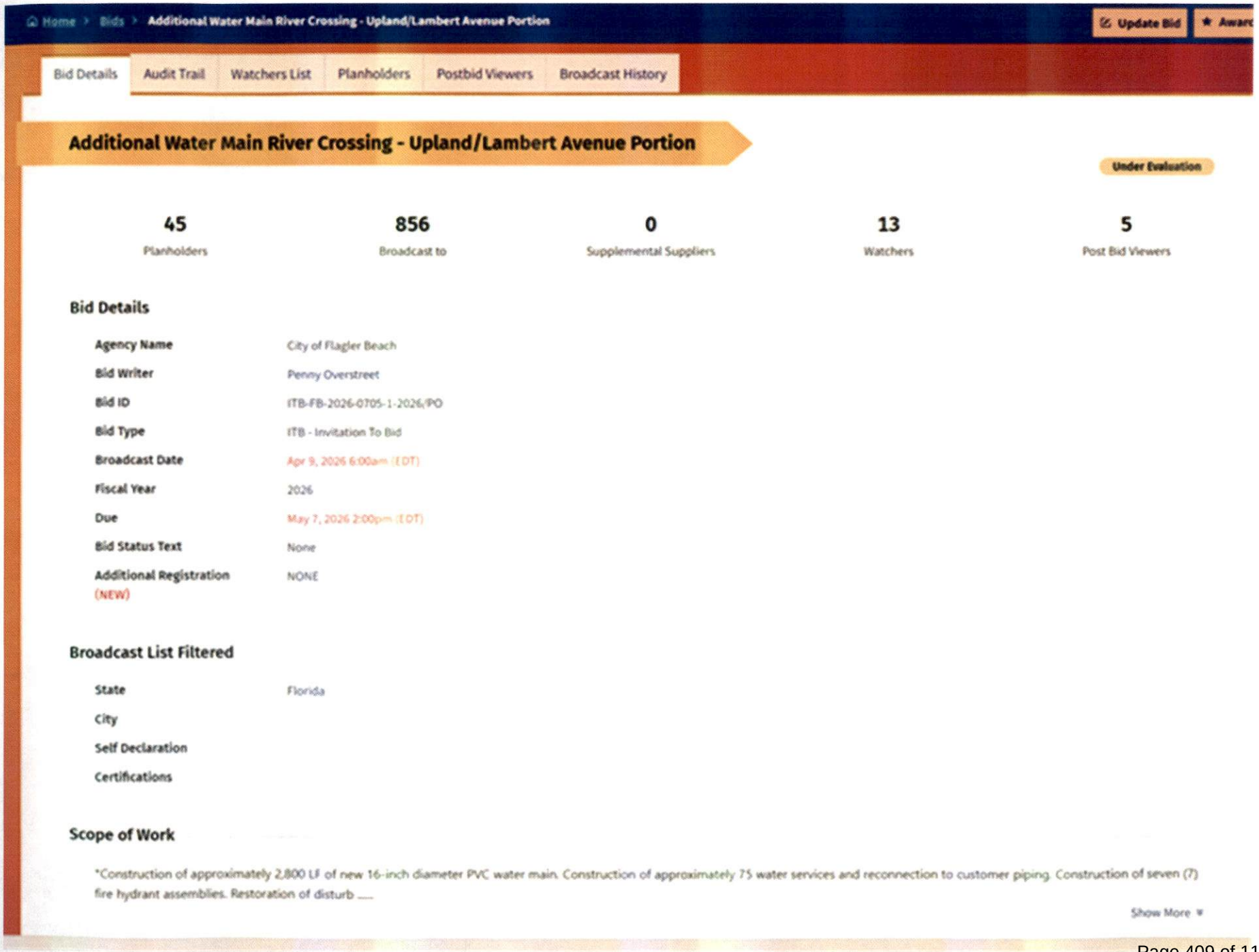
P.O. Box 70 • 105 South Second Street
Flagler Beach, Florida 32136
Phone (386) 517-2000

MEMO

DATE: July 1,2026
TO: Project Bid Submitters
FROM: Penny Overstreet, City Clerk
SUBJECT: Recommendation to award City of Flagler Beach Bid No. FB 2026-0705 Additional Water Main River Crossing – Upland/Lambert Avenue Portion

Memo containing the recommendation of award for the Flagler Beach Bid No. FB-2026-0705 Additional Water Main River Crossing – Upland/Lambert Avenue Portion.

The advertisement for the Invitation to Bid on the above referenced project ran as a legal ad once in a newspaper of general circulation, the Palm Coast Observer, on Thursday, April 16, 2026, as well as on the City's web site, and Demand Star. The City directed the Bid Package to 856 vendors of those recipients 13 responded (bid tabulation attached). After a detailed review of the respondents bid packages and supporting documents, the Consulting Engineer Firm and Staff recommends the City Commission award the Project to 4C's Trucking & Excavation, Inc. the lowest most responsive bid at $1,421,903.90 representing the base bid and the additive alternate.


Home > Bids > Additional Water Main River Crossing - Upland/Lambert Avenue Portion
Update Bid
Bid Details
Audit Trail
Watchers List
Planholders
Postbid Viewers
Broadcast History
Additional Water Main River Crossing - Upland/Lambert Avenue Portion
Under Evaluation
45
Planholders
856
Broadcast to
0
Supplemental Suppliers
13
Watchers
5
Post Bid Viewers
Bid Details
Agency Name
City of Flagler Beach
Bid Writer
Penny Overstreet
Bid ID
ITB-FB-2026-0705-1-2026/PO
Bid Type
ITB - Invitation To Bid
Broadcast Date
Apr 9, 2026 6:00am (EDT)
Fiscal Year
2026
Due
May 7, 2026 2:00pm (EDT)
Bid Status Text
None
Additional Registration (NEW)
NONE
Broadcast List Filtered
State
Florida
City
Self Declaration
Certifications
Scope of Work
*Construction of approximately 2,800 LF of new 16-inch diameter PVC water main. Construction of approximately 75 water services and reconnection to customer piping. Construction of seven (7) fire hydrant assemblies. Restoration of disturb ....
Show More

Observer

PALM COAST OBSERVER; Published Weekly

Palm Coast Flagler County FLORIDA

PUBLISHER'S AFFIDAVIT OF PUBLICATION
STATE OF FLORIDA
COUNTY OF FLAGLER

Before the undersigned authority, Brandon Bressner, personally appeared; who under oath, says he/she is a registered representative of Palm Coast Observer, a weekly newspaper published at Palm Coast in Flagler County, Florida, that the attached copy of advertisement, being a
Municipal - Bid Notice

in the matter of
CITY OF FLAGLER BEACH ADVERTISEMENT FOR BID NO. FB-2026-0705 ADDITIONAL WATER MAIN RIVER CROSSING – UPLAND/LAMBERT AVE. PORTION

was published in said newspaper by print in the issue(s) of:
April 16, 2026

and by publication on the newspaper's publicly available website, if authorized, on April 16, 2026

Affiant further says that the newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.

(Signature of Affiant)

Sworn to and subscribed before me this
This 16th day of April, 2026.

(Signature of Notary Public)

OFFICIAL SEAL
JESSIE CATHERINE BORN
Notary Public, State of Illinois
Commission No. 991966
My Commission Expires June 06, 2028

(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally known X or produced identification ____

Type of identification produced _____

CR 341978

CITY OF FLAGLER BEACH ADVERTISEMENT FOR BID NO. FB-2026-0705 ADDITIONAL WATER MAIN RIVER CROSSING – UPLAND/ LAMBERT AVE. PORTION

NOTICE IS HEREBY GIVEN THAT THE CITY OF FLAGER BEACH IS ISSUING THIS INVITATION TO BID (ITB) TO SOLICIT COMPETITIVE SEALED BIDS FROM LICENSED AND INSURED CONTRACTORS FOR THREE PUBLIC WORKS PROJECTS ACCORDING TO THE SCOPE OF WORK AND SPECIFICATIONS. BIDS WILL BE RECEIVED FOR A SINGLE PRIME CONTRACT. BIDS SHALL BE SUBMITTED AS A LUMP SUM WITH UNIT PRICES AS INDICATED IN THE BID FORM. IT IS THE INTENT AND PURPOSE OF THE CITY OF FLAGER BEACH THAT THIS INVITATION TO BID (ITB) PROMOTES COMPETITIVE SELECTION. IT IS THE BIDDER'S RESPONSIBILITY TO ADVISE THE FINANCE DIRECTOR IF ANY LANGUAGE, REQUIREMENTS, ETC., OR ANY COMBINATION THEREOF, INADVERTENTLY RESTRICTS OR LIMITS THE REQUIREMENTS STATED IN THIS ITB. All applicants must be properly licensed and show proof of insurance, licenses, and certificates as required by all local, State of Florida, and Federal agencies. Successful applicants will obtain all required permitting as previously stated. Interested contractors may secure the, bid forms and other pertinent information by visiting the city website bid page: http://www.cityofflaglerbeach.com/Bids.aspx.or the website www.demandstar.com Bid packages also may be obtained by contacting the City Clerk, Penny Overstreet at 386-517-2000 ext. 233 or poverstreet@cityofflaglerbeach.com For further information, contact: Penny Overstreet, City Clerk. Preferred method of contact email: poverstreet@cityofflaglerbeach.com. A pre-bid meeting will be held at City Hall, 105 S. 2nd Street, Flagler Beach, Florida, on the date and time indicated below. No bids will be accepted by contractors who do not have representation at this meeting. Sealed Bids must be addressed to the attention of **Penny Overstreet, City Clerk.** Sealed Bids must be received on or before 2:00 PM on May 7, 2026. **No bids will be accepted after this deadline. Sealed Bids must have the project title and bid number on outside of package. The City of Flagler Beach reserves the right to reject any and all Bids, to award all or segments of the project, and to waive any informality in Bids received, as may be in the best interest of the City.**

MAILING ADDRESS:
105 S. 2nd Street
Flagler Beach, FL 32136
WALK-IN DELIVERY ADDRESS:
105 S. 2nd Street
Flagler Beach, FL 32136
Date of Distribution: April 9, 2026
Pre-Bid Meeting: 11:00 AM on April 14, 2026
Location – City Commission Chambers, 105 S. 2nd St.
Last Date for Questions: 5:00 PM on April 27, 2026 Last Date for Addenda if Needed: April 30, 2026
BIDS DUE BY: 2:00 PM on May 7, 2026 after which time they will be publicly opened and read aloud.
7763-341978

Mead & Hunt

May 13, 2026

Bill Freeman, City Engineer
City of Flagler Beach
105 S. 2nd Street
Flagler Beach, FL 32136

Email: bfreeman@cityofflaglerbeach.com

RE: ADDITIONAL WATER MAIN RIVER CROSSING – UPLAND/LAMBERT AVENUE PORTION - ITB #FB-2026-0705

Dear Mr. Freeman,

The City received 13 bids for the construction of the above referenced project on May 7, 2026. American Civil Construction, Inc. of Palm Coast (ACC) submitted the lowest base bid of $1,023,838.57 and 4C's Trucking & Excavation, Inc. of Bunnell (4C's) submitted the lowest combined bid (base bid and additive alternate) of $1,421,903.90. See the attached bid tabulation.

The base bid includes the construction of approximately 2,800 linear feet of new 16-inch diameter water main along the west side of Lambert Avenue from approximately 400 feet north of SR100/Moody Blvd. to approximately 875 Lambert Avenue. The water main is the mainland upland portion of a future additional water main river crossing which will provide redundancy with the current single water main river crossing at North 3rd Street. Conversion of the existing 6-inch diameter water main along Lambert Avenue to a reclaimed water main dryline for future use is also included in the work. New water services will be provided off the new water main and will be reconnected to existing customer meters. The additive alternate bid work involves improving the swale and culvert drainage system along the west side of Lambert Avenue for improved stormwater conveyance in conjunction with the water main construction and includes regrading 2,400 linear feet of swale and replacement of 19 driveway culverts, including driveway repair.

We reviewed ACC's and 4C's submitted bid documents for completeness and accuracy. ACC's submitted documents were complete and accurate. 4C's submitted documents were accurate and mostly complete as they only submitted pages 6 and 7 (Unit Pricing schedule) of Section 00 41 13 Bid Form. We suggest the City consider this omission as a minor irregularity in their bid as the other information that is provided on the Bid Form, including acknowledgement of addenda, bid total amounts, contractor/bidder contact and license information was provided elsewhere in their other submitted documents. The acknowledgment of the contract duration and liquidated

damages that is on the omitted pages of the Bid Form will be acknowledged and agreed upon by 4C's when they execute the construction contract, if awarded the bid.

Both of their submitted bids appear fair and reasonable compared to the other submitted bids and we did not find any unreasonable or imbalances in their submitted unit pricing. Both of their bids were less than our engineer's estimate of $1,473,450 for the base bid and $2,279,200 for the combined bid.

The City and our firm have worked with 4C's on past successful projects such as Roberts Road Water Main in 2023 and S. Flagler Drainage Improvements (S 9th -S 13th) in 2012. Neither our firm nor the City have had any experience with ACC. We contacted the references that ACC supplied in their bid documents and received favorable reports on their past and current performance. Both 4C's and ACC have active State contracting licenses in good standing with no active complaints.

We understand the City has sufficient budget for the additive alternate work. Therefore, we recommend that the City award this project to 4C's Trucking & Excavation, Inc. in the amount of $1,421,903.90 for the base bid and the additive alternate work. If only awarding the base bid work, we recommend awarding the bid to American Civil Construction, Inc. in the amount of $1,023,838.57. Contact our office if you have any questions.

Sincerely,

David A. King, PE
Vice President/Project Manager

DAK:bf

Attachment: Bid Tabulation

cc: Penny Overstreet, City of Flagler Beach

CITY OF FLAGLER BEACH
WATER MAIN RIVER CROSSING - UPLAND/LAMBERT AVE. PORTION
ITB #FB-2026-0705
BID TABULATION

				4C's TRUCKING & EXCAVATION, INC. Bunnell, FL		ALL STATE CIVIL CONSTRUCTION, INC. Daytona Beach, FL		AMERICAN CIVIL CONSTRUCTION, INC. Palm Coast, FL		BADGER DRILLING, LLC Jacksonville, FL		CMG PIPELINES, INC. Kenner, LA		EZ CONTRACTING, LLC Tampa, FL		FERREIRA CONSTRUCTION CO. Jacksonville, FL	
Item	Description	Qty	Unit	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost
1	Mobilization/Demobilization (<5% of total bid)	1	LS	$ 35,785.00	$ 35,785.00	$ 62,045.54	$ 62,045.54	$ 26,839.36	$ 26,839.36	$ 61,978.12	$ 61,978.12	$ 78,125.00	$ 78,125.00	$ 89,205.00	$ 89,205.00	$ 91,850.00	$ 91,850.00
2	Pre-Construction Video	1	LS	$ 2,500.00	$ 2,500.00	$ 2,500.00	$ 2,500.00	$ 1,306.07	$ 1,306.07	$ 3,500.00	$ 3,500.00	$ 1,562.50	$ 1,562.50	$ 16,500.00	$ 16,500.00	$ 15,000.00	$ 15,000.00
3	Soil and Erosion Control	1	LS	$ 12,800.00	$ 12,800.00	$ 9,508.33	$ 9,508.33	$ 18,783.04	$ 18,783.04	$ 30,000.00	$ 30,000.00	$ 7,529.25	$ 7,529.25	$ 27,500.00	$ 27,500.00	$ 15,896.00	$ 15,896.00
4	Maintenance of Traffic	1	LS	$ 39,500.00	$ 39,500.00	$ 68,333.33	$ 68,333.33	$ 27,448.44	$ 27,448.44	$ 80,000.00	$ 80,000.00	$ 12,500.00	$ 12,500.00	$ 165,000.00	$ 165,000.00	$ 160,000.00	$ 160,000.00
5	Survey Layout	1	LS	$ 13,500.00	$ 13,500.00	$ 5,366.67	$ 5,366.67	$ 4,754.93	$ 4,754.93	$ 22,500.00	$ 22,500.00	$ 11,250.00	$ 11,250.00	$ 66,000.00	$ 66,000.00	$ 25,000.00	$ 25,000.00
6	Water Main Via Open Cut																
a	16" PVC (7,691 LF Shown on Plans, SOP)	2,800	LF	$ 108.27	$ 303,156.00	$ 169.61	$ 474,908.00	$ 131.00	$ 366,800.00	$ 155.50	$ 435,400.00	$ 229.00	$ 641,200.00	$ 144.69	$ 405,132.00	$ 290.00	$ 812,000.00
b	6" DIP (150 LF SOP)	170	LF	$ 92.47	$ 15,719.90	$ 215.96	$ 36,713.20	$ 136.82	$ 23,259.40	$ 67.50	$ 11,475.00	$ 184.50	$ 31,365.00	$ 77.10	$ 13,107.00	$ 165.00	$ 28,050.00
c	6" PVC (47LF SOP)	50	LF	$ 82.88	$ 4,572.80	$ 45.56	$ 2,733.60	$ 42.48	$ 2,548.80	$ 70.00	$ 4,200.00	$ 188.00	$ 11,280.00	$ 59.40	$ 3,564.00	$ 155.00	$ 9,300.00
7	Valves																
a	16" Gate Valve (3 EA SOP)	4	EA	$ 10,999.65	$ 43,998.60	$ 10,442.40	$ 41,769.60	$ 11,725.47	$ 46,913.88	$ 17,617.60	$ 70,470.40	$ 16,637.75	$ 66,551.00	$ 11,028.00	$ 44,112.00	$ 7,500.00	$ 30,000.00
b	6" Gate Valve (0 EA SOP)	1	EA	$ 2,289.46	$ 2,289.46	$ 2,524.00	$ 2,524.00	$ 2,615.88	$ 2,615.88	$ 3,840.00	$ 3,840.00	$ 4,877.00	$ 4,877.00	$ 2,955.00	$ 2,955.00	$ 1,960.00	$ 1,960.00
c	2" Blow Off Assembly (1 SOP)	2	EA	$ 2,536.69	$ 5,073.38	$ 2,609.70	$ 5,219.40	$ 2,780.59	$ 5,561.18	$ 4,710.00	$ 9,420.00	$ 4,473.00	$ 8,946.00	$ 4,359.00	$ 8,718.00	$ 1,900.00	$ 3,800.00
d	6" Line Stop (2 EA SOP)	2	EA	$ 11,934.34	$ 23,868.68	$ 32,105.10	$ 64,210.20	$ 13,040.82	$ 26,081.64	$ 19,000.00	$ 38,000.00	$ 10,751.50	$ 21,503.00	$ 17,068.00	$ 34,136.00	$ 13,000.00	$ 26,000.00
8	Fire Hydrant Assembly (8 EA SOP)	7	EA	$ 11,552.74	$ 80,869.18	$ 13,812.00	$ 96,684.00	$ 11,599.56	$ 81,196.92	$ 13,812.00	$ 96,684.00	$ 16,999.50	$ 118,996.50	$ 13,252.50	$ 92,767.50	$ 9,800.00	$ 68,600.00
9	Tie-Ins																
a	16"x 16" (1 EA SOP)	1	EA	$ 27,142.80	$ 27,142.80	$ 30,321.10	$ 30,321.10	$ 34,639.03	$ 34,639.03	$ 19,575.00	$ 19,575.00	$ 51,483.25	$ 51,483.25	$ 64,354.00	$ 64,354.00	$ 27,000.00	$ 27,000.00
b	6"x 6" (1 EA SOP)	1	EA	$ 7,132.87	$ 7,132.87	$ 8,546.16	$ 8,546.16	$ 6,010.55	$ 6,010.55	$ 3,074.00	$ 3,074.00	$ 14,551.00	$ 14,551.00	$ 14,048.00	$ 14,048.00	$ 29,310.00	$ 29,310.00
10	Water Services																
a	3/4"-1" Short Side Service (31 EA SOP)	35	EA	$ 1,652.07	$ 57,820.70	$ 1,005.70	$ 35,199.50	$ 1,128.69	$ 39,504.15	$ 656.00	$ 22,960.00	$ 2,830.75	$ 99,076.25	$ 2,074.00	$ 72,590.00	$ 1,200.00	$ 42,000.00
b	3/4"-1" Long Side Service (38 EA SOP)	40	EA	$ 3,195.07	$ 127,802.80	$ 2,862.70	$ 108,508.00	$ 2,202.14	$ 88,085.60	$ 875.00	$ 35,000.00	$ 3,978.25	$ 159,130.00	$ 2,674.00	$ 106,960.00	$ 3,200.00	$ 128,000.00
11	Ductile Iron Fittings (1.0 TN SOP)	2.0	TN	$ 36,060.94	$ 72,121.88	$ 18,459.83	$ 36,919.66	$ 51,501.65	$ 103,007.30	$ 14,320.50	$ 28,641.00	$ 15,331.73	$ 30,663.50	$ 7,401.00	$ 14,802.00	$ 16,800.00	$ 33,600.00
12	Existing Water Main Deactivation/Abandonment																
a	Service Modification (57 SOP)	75	EA	$ 653.09	$ 48,977.25	$ 675.00	$ 50,625.00	$ 157.19	$ 11,789.25	$ 725.00	$ 54,375.00	$ 298.00	$ 22,350.00	$ 2,370.00	$ 177,750.00	$ 1,400.00	$ 105,000.00
b	Fire Hydrant Removal/Salvage (1 SOP)	3	EA	$ 1,675.06	$ 5,025.18	$ 1,855.00	$ 5,565.00	$ 1,464.01	$ 4,392.03	$ 5,500.00	$ 16,500.00	$ 979.75	$ 2,939.25	$ 1,492.50	$ 4,477.50	$ 4,100.00	$ 12,300.00
c	Valve Box Modification (0 SOP)	2	EA	$ 405.22	$ 810.44	$ 295.00	$ 590.00	$ 345.87	$ 691.74	$ 1,250.00	$ 2,500.00	$ 588.00	$ 1,176.00	$ 1,477.50	$ 2,955.00	$ 1,500.00	$ 3,000.00
13	Restoration																
a	Concrete Driveway Remove and Replace (550 SY SOP)	600	SY	$ 127.86	$ 76,716.00	$ 215.67	$ 129,402.00	$ 118.73	$ 71,238.00	$ 215.00	$ 129,000.00	$ 161.25	$ 96,750.00	$ 398.60	$ 239,160.00	$ 210.00	$ 126,000.00
b	Concrete Paver Driveway Remove/Repair (45 SY SOP)	60	SY	$ 192.01	$ 11,520.60	$ 176.67	$ 10,600.20	$ 237.43	$ 14,245.80	$ 215.00	$ 12,900.00	$ 144.25	$ 8,655.00	$ 447.00	$ 26,820.00	$ 135.00	$ 8,100.00
c	Asphalt Road Open Cut/Repair (25 SY SOP)	35	SY	$ 230.45	$ 8,065.75	$ 142.86	$ 5,000.10	$ 112.67	$ 3,943.45	$ 415.00	$ 14,525.00	$ 433.50	$ 15,942.50	$ 814.20	$ 21,497.00	$ 405.00	$ 14,175.00
20	As-builts	1	LS	$ 2,480.47	$ 2,480.47	$ 7,516.67	$ 7,516.67	$ 5,877.33	$ 5,877.33	$ 15,000.00	$ 15,000.00	$ 8,750.00	$ 8,750.00	$ 27,500.00	$ 27,500.00	$ 21,059.00	$ 21,059.00
21	Adjust/Repair Existing Sewer Lateral (9 EA SOP)	30	EA	$ 438.21	$ 13,146.30	$ 121.57	$ 3,647.10	$ 276.84	$ 8,305.20	$ 1,750.00	$ 52,500.00	$ 2,180.00	$ 65,400.00	$ 4,944.00	$ 148,320.00	$ -	$ -
	BASE BID TOTAL			$	1,042,776.04	$	1,502,854.38	$	1,023,818.37	$	1,283,017.52	$	1,382,552.00	$	1,889,830.00	$	1,837,000.00
ADDITIVE ALTERNATE BID - SWALE AND CULVERT WORK																	
1A	Additional mobilization/Demobilization (<5% of total alternate bid)	1	LS	$ 10,252.00	$ 10,252.00	$ 23,661.83	$ 23,661.83	$ 4,571.25	$ 4,571.25	$ 24,236.63	$ 24,236.63	$ 23,125.00	$ 23,125.00	$ 32,388.00	$ 32,388.00	$ 13,500.00	$ 13,500.00
2A	Additional Pre-Construction Video	1	LS	$ 5.00	$ 5.00	$ 1,250.00	$ 1,250.00	$ 1,306.07	$ 1,306.07	$ 3,500.00	$ 3,500.00	$ 1,250.00	$ 1,250.00	$ 8,250.00	$ 8,250.00	$ 1,000.00	$ 1,000.00
3A	Additional Soil and Erosion Control	1	LS	$ 3,040.00	$ 3,040.00	$ 5,541.67	$ 5,541.67	$ 18,783.04	$ 18,783.04	$ 27,000.00	$ 27,000.00	$ 5,029.25	$ 5,029.25	$ 13,750.00	$ 13,750.00	$ 6,000.00	$ 6,000.00
4A	Additional Maintenance of Traffic	1	LS	$ 14,430.00	$ 14,430.00	$ 37,333.33	$ 37,333.33	$ 27,448.44	$ 27,448.44	$ 35,000.00	$ 35,000.00	$ 8,250.00	$ 8,250.00	$ 82,500.00	$ 82,500.00	$ 17,500.00	$ 17,500.00
5A	Additional Survey Layout	1	LS	$ 11,000.00	$ 11,000.00	$ 10,366.67	$ 10,366.67	$ 4,754.93	$ 4,754.93	$ 16,000.00	$ 16,000.00	$ 6,250.00	$ 6,250.00	$ 44,000.00	$ 44,000.00	$ 10,500.00	$ 10,500.00
6A	Remove /Replace Culvert																
a	24" RCP (479 LF SOP)	510	LF	$ 132.61	$ 67,631.10	$ 354.47	$ 180,779.70	$ 180.06	$ 91,830.60	$ 185.00	$ 94,350.00	$ 295.75	$ 150,832.50	$ 100.12	$ 51,161.20	$ 130.00	$ 66,300.00
b	18" RCP (176 LF SOP)	195	LF	$ 107.22	$ 20,907.90	$ 215.16	$ 41,956.20	$ 127.63	$ 24,887.85	$ 160.00	$ 31,200.00	$ 207.75	$ 40,511.25	$ 62.49	$ 12,185.55	$ 95.00	$ 18,525.00
c	15" RCP (15 LF SOP)	30	LF	$ 90.94	$ 2,728.20	$ 203.83	$ 6,114.90	$ 112.83	$ 3,384.90	$ 150.00	$ 4,500.00	$ 184.75	$ 5,542.50	$ 51.96	$ 1,558.80	$ 175.00	$ 5,250.00
7A	Mitered End Sections																
a	24" (28 EA SOP)	30	EA	$ 3,127.20	$ 93,816.00	$ 2,473.40	$ 74,142.00	$ 4,349.93	$ 130,497.90	$ 2,274.25	$ 68,227.50	$ 3,212.00	$ 96,360.00	$ 4,023.00	$ 120,690.00	$ 2,100.00	$ 63,000.00
b	18" (10 EA SOP)	12	EA	$ 2,790.15	$ 33,481.80	$ 1,836.33	$ 22,035.96	$ 3,352.07	$ 40,224.84	$ 1,893.00	$ 22,716.00	$ 2,407.00	$ 28,884.00	$ 3,789.00	$ 45,468.00	$ 2,000.00	$ 24,000.00
c	15" (2 EA SOP)	4	EA	$ 2,809.59	$ 10,438.36	$ 1,756.91	$ 7,026.04	$ 3,352.47	$ 13,409.88	$ 1,566.00	$ 6,264.00	$ 2,166.50	$ 8,666.00	$ 3,613.50	$ 14,454.00	$ 1,900.00	$ 7,600.00
8A	Regrade/Restore Swale (7200 LF SOP)	2400	LF	$ 22.50	$ 54,000.00	$ 28.44	$ 68,256.00	$ 15.56	$ 37,344.00	$ 37.50	$ 90,000.00	$ 65.00	$ 156,000.00	$ 23.00	$ 55,200.00	$ 28.00	$ 67,200.00
9A	Additional Restoration																
a	Concrete Driveway Remove and Replace (283 SY SOP)	315	SY	$ 150.50	$ 47,407.50	$ 215.67	$ 67,936.05	$ 116.22	$ 36,609.30	$ 215.00	$ 67,725.00	$ 135.00	$ 42,525.00	$ 398.60	$ 125,559.00	$ 200.00	$ 63,000.00
b	Concrete Paver Driveway Remove/Repair (33 SY SOP)	50	SY	$ 153.00	$ 7,650.00	$ 135.00	$ 6,750.00	$ 422.04	$ 21,102.00	$ 215.00	$ 10,750.00	$ 118.25	$ 5,912.50	$ 447.00	$ 22,350.00	$ 130.00	$ 6,500.00
10A	As-builts	1	LS	$ 2,340.00	$ 2,340.00	$ 7,516.67	$ 7,516.67	$ 5,877.33	$ 5,877.33	$ 7,500.00	$ 7,500.00	$ 5,625.00	$ 5,625.00	$ 16,500.00	$ 16,500.00	$ 11,000.00	$ 11,000.00
	ADDITIVE ALTERNATE BID TOTAL			$	379,127.86		540,667.01		449,836.83		508,969.33		582,763.00	$	646,014.55	$	580,875.00
	TOTAL BASE BID + ADDITIVE ALTERNATE			$	1,421,903.90		1,863,623.38		1,473,675.40		1,789,986.85		2,175,315.00	$	2,535,844.55	$	2,217,875.00

Notes:
1. Badger Drilling LLC had mathematical errors in their Base Bid Total summation and in Item No. 12b extension. Submitted unit price for Item 12b was allowed to prevail, corrected extension and Base Bid Total shown.
2. EZ Contracting, LLC had mathematical errors in their Base Bid Total summation and in Item No. 7b extension. Submitted unit price for Item 7b was allowed to prevail, corrected extension and Base Bid Total shown.
3. Ferreira Construction Co. utilized the wrong bid form which was revised in Addendum 1, adding Item 21.
4. Southern Underground Industries, Inc. had mathematical errors in their Base Bid Total and Additive Alternate Bid Total, corrected totals shown.

CITY OF FLAGLER BEACH
WATER MAIN RIVER CROSSING - UPLAND/LAMBERT AVE. PORTION
ITB #FB-2026-0705
BID TABULATION

				GPS CIVIL CONSTRUCTION, INC. Holly Hill, FL		MASCI GENERAL CONTRACTOR, INC. Port Orange, FL		S.E. CLINE CONSTRUCTION, INC. Palm Coast, FL		SANPIE, INC. Longwood, FL		SOUTHERN UNDERGROUND INDUSTRIES, INC. Deerfield Beach, FL		T B LANDMARK CONSTRUCTION, INC. Jacksonville, FL	
Item	Description	Qty	Unit	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost
1	Mobilization/Demobilization (<5% of total bid)	1	LS	$ 55,000.00	$ 55,000.00	$ 71,737.00	$ 71,737.00	$ 4,025.00	$ 4,025.00	$ 75,000.00	$ 75,000.00	$ 79,800.00	$ 79,800.00	$ 58,500.00	$ 58,500.00
2	Pre-Construction Video	1	LS	$ 5,000.00	$ 5,000.00	$ 3,512.00	$ 3,512.00	$ 5,750.00	$ 5,750.00	$ 3,000.00	$ 3,000.00	$ 5,746.00	$ 5,746.00	$ 2,500.00	$ 2,500.00
3	Soil and Erosion Control	1	LS	$ 40,000.00	$ 40,000.00	$ 8,942.00	$ 8,942.00	$ 9,941.25	$ 9,941.25	$ 15,000.00	$ 15,000.00	$ 15,322.00	$ 15,322.00	$ 25,522.00	$ 25,522.00
4	Maintenance of Traffic	1	LS	$ 60,000.00	$ 60,000.00	$ 25,547.00	$ 25,547.00	$ 20,257.50	$ 20,257.50	$ 45,000.00	$ 45,000.00	$ 56,179.00	$ 56,179.00	$ 30,000.00	$ 30,000.00
5	Survey Layout	1	LS	$ 30,000.00	$ 30,000.00	$ 55,521.00	$ 55,521.00	$ 37,625.00	$ 37,625.00	$ 35,000.00	$ 35,000.00	$ 34,474.00	$ 34,474.00	$ 14,000.00	$ 14,000.00
6	Water Main Via Open Cut														
a	16" PVC (2,601 LF Shown on Plans, SOP)	2,800	LF	$ 125.00	$ 350,000.00	$ 177.00	$ 495,600.00	$ 148.79	$ 416,612.00	$ 238.00	$ 666,800.00	$ 162.00	$ 453,600.00	$ 188.00	$ 526,400.00
b	6" DIP (150 LF SOP)	170	LF	$ 110.00	$ 18,700.00	$ 174.00	$ 29,580.00	$ 79.85	$ 13,574.50	$ 150.00	$ 25,500.00	$ 91.00	$ 15,470.00	$ 150.00	$ 25,500.00
c	6" PVC (47 LF SOP)	60	LF	$ 100.00	$ 6,000.00	$ 171.00	$ 10,260.00	$ 66.06	$ 3,963.60	$ 125.00	$ 7,500.00	$ 75.00	$ 4,500.00	$ 129.00	$ 7,740.00
7	Valves														
a	16" Gate Valve (3 EA SOP)	4	EA	$ 7,000.00	$ 28,000.00	$ 9,782.00	$ 39,128.00	$ 14,816.25	$ 59,265.00	$ 10,000.00	$ 40,000.00	$ 15,283.00	$ 61,132.00	$ 12,274.00	$ 49,096.00
b	6" Gate Valve (0 EA SOP)	1	EA	$ 1,400.00	$ 1,400.00	$ 2,114.00	$ 2,114.00	$ 3,238.75	$ 3,238.75	$ 2,500.00	$ 2,500.00	$ 3,260.00	$ 3,260.00	$ 2,000.00	$ 2,000.00
c	2" Blow Off Assembly (1 SOP)	1	EA	$ 3,500.00	$ 7,000.00	$ 7,500.00	$ 15,000.00	$ 4,164.75	$ 8,329.50	$ 5,000.00	$ 10,000.00	$ 4,088.00	$ 8,176.00	$ 3,000.00	$ 6,000.00
d	6" Line Stop (2 EA SOP)	2	EA	$ 15,000.00	$ 30,000.00	$ 17,882.00	$ 35,764.00	$ 25,667.50	$ 51,335.00	$ 15,000.00	$ 30,000.00	$ 19,982.00	$ 39,964.00	$ 15,000.00	$ 30,000.00
8	Fire Hydrant Assembly (8 EA SOP)	7	EA	$ 12,000.00	$ 84,000.00	$ 9,925.00	$ 69,475.00	$ 13,483.75	$ 94,386.25	$ 11,000.00	$ 77,000.00	$ 13,451.00	$ 94,157.00	$ 13,000.00	$ 91,000.00
9	Tie-Ins														
a	16"x 16" (1 EA SOP)	1	EA	$ 40,000.00	$ 40,000.00	$ 24,725.00	$ 24,725.00	$ 43,457.50	$ 43,457.50	$ 35,000.00	$ 35,000.00	$ 39,126.00	$ 39,126.00	$ 34,000.00	$ 34,000.00
b	6"x 6" (1 EA SOP)	1	EA	$ 10,000.00	$ 10,000.00	$ 7,782.00	$ 7,782.00	$ 13,840.00	$ 13,840.00	$ 10,000.00	$ 10,000.00	$ 8,340.00	$ 8,340.00	$ 12,000.00	$ 12,000.00
10	Water Services														
a	3/4"-1" Short Side Service (31 EA SOP)	35	EA	$ 1,100.00	$ 38,500.00	$ 1,589.00	$ 55,615.00	$ 1,565.00	$ 54,775.00	$ 2,000.00	$ 70,000.00	$ 2,411.00	$ 84,385.00	$ 1,225.00	$ 42,875.00
b	3/4"-1" Long Side Service (78 EA SOP)	40	EA	$ 2,200.00	$ 88,000.00	$ 4,552.00	$ 182,080.00	$ 2,807.50	$ 112,300.00	$ 3,500.00	$ 140,000.00	$ 3,125.00	$ 125,000.00	$ 2,250.00	$ 90,000.00
11	Ductile Iron Fittings (3.0 TN SOP)	2.0	TN	$ 8,500.00	$ 17,000.00	$ 29,552.00	$ 59,104.00	$ 28,533.75	$ 57,067.50	$ 18,000.00	$ 36,000.00	$ 23,401.00	$ 46,802.00	$ 23,500.00	$ 47,000.00
12	Existing Water Main Deactivation/Abandonment														
a	Service Modification (67 SOP)	75	EA	$ 750.00	$ 56,250.00	$ 1,120.00	$ 84,000.00	$ 2,922.50	$ 219,187.50	$ 1,750.00	$ 131,250.00	$ 1,531.00	$ 114,900.00	$ 926.00	$ 69,450.00
b	Fire Hydrant Removal/Salvage (3 SOP)	3	EA	$ 1,000.00	$ 3,000.00	$ 1,572.00	$ 4,716.00	$ 2,623.75	$ 7,871.25	$ 3,500.00	$ 10,500.00	$ 1,883.00	$ 5,649.00	$ 3,500.00	$ 10,500.00
c	Valve Box Modification (0 SOP)	2	EA	$ 500.00	$ 1,000.00	$ 891.00	$ 1,782.00	$ 2,297.25	$ 4,594.50	$ 1,300.00	$ 2,600.00	$ 830.00	$ 1,660.00	$ 400.00	$ 800.00
13	Restoration														
a	Concrete Driveway Remove and Replace (550 SY SOP)	600	SY	$ 150.00	$ 90,000.00	$ 227.00	$ 136,200.00	$ 83.36	$ 50,016.00	$ 165.00	$ 99,000.00	$ 137.00	$ 82,200.00	$ 150.00	$ 90,000.00
b	Concrete Paver Driveway Remove/Repair (45 SY SOP)	60	SY	$ 200.00	$ 12,000.00	$ 558.00	$ 33,480.00	$ 62.50	$ 3,750.00	$ 195.00	$ 11,700.00	$ 165.00	$ 9,900.00	$ 150.00	$ 9,000.00
c	Asphalt Road Open Cut/Repair (25 SY SOP)	35	SY	$ 150.00	$ 5,250.00	$ 236.00	$ 8,260.00	$ 37.63	$ 1,317.05	$ 130.00	$ 4,550.00	$ 150.00	$ 5,250.00	$ 370.00	$ 12,950.00
20	As-builts	1	LS	$ 15,000.00	$ 15,000.00	$ 25,412.00	$ 25,412.00	$ 6,500.00	$ 6,500.00	$ 24,000.00	$ 24,000.00	$ 15,322.00	$ 15,322.00	$ 6,500.00	$ 6,500.00
21	Adjust/Repair Existing Sewer Lateral (0 EA SOP)	30	EA	$ 500.00	$ 15,000.00	$ 2,573.00	$ 77,190.00	$ 850.00	$ 25,500.00	$ 2,600.00	$ 78,000.00	$ 2,866.00	$ 85,980.00	$ 1,500.00	$ 45,000.00
	BASE BID TOTAL				$ 1,106,100.00		$ 1,362,524.00		$ 1,328,526.45		$ 1,674,900.00		$ 1,494,294.00		$ 1,318,333.00
ADDITIVE ALTERNATE BID - SWALE AND CULVERT WORK															
1A	Additional Mobilization/Demobilization (<5% of total alternate bid)	1	LS	$ 22,000.00	$ 22,000.00	$ 41,258.00	$ 41,258.00	$ 1,260.00	$ 1,260.00	$ 5,000.00	$ 5,000.00	$ 59,248.00	$ 59,248.00	$ 38,000.00	$ 38,000.00
2A	Additional Pre-Construction Video	1	LS	$ 2,000.00	$ 2,000.00	$ 3,511.00	$ 3,511.00	$ 3,625.00	$ 3,625.00	$ 1,500.00	$ 1,500.00	$ 3,220.00	$ 3,220.00	$ 1,974.00	$ 1,974.00
3A	Additional Soil and Erosion Control	1	LS	$ 10,000.00	$ 10,000.00	$ 3,214.00	$ 3,214.00	$ 3,800.00	$ 3,800.00	$ 6,500.00	$ 6,500.00	$ 15,456.00	$ 15,456.00	$ 19,683.00	$ 19,683.00
4A	Additional Maintenance of Traffic	1	LS	$ 40,000.00	$ 40,000.00	$ 15,443.00	$ 15,443.00	$ 11,650.00	$ 11,650.00	$ 3,500.00	$ 3,500.00	$ 21,252.00	$ 21,252.00	$ 22,696.00	$ 22,696.00
5A	Additional Survey Layout	1	LS	$ 10,000.00	$ 10,000.00	$ 21,162.00	$ 21,162.00	$ 9,875.00	$ 9,875.00	$ 6,500.00	$ 6,500.00	$ 12,880.00	$ 12,880.00	$ 14,000.00	$ 14,000.00
6A	Remove /Replace Culvert														
a	24" RCP (479 LF SOP)	510	LF	$ 120.00	$ 61,200.00	$ 389.00	$ 198,390.00	$ 199.70	$ 101,847.00	$ 340.00	$ 173,400.00	$ 266.00	$ 135,660.00	$ 325.00	$ 165,750.00
b	18" RCP (174 LF SOP)	195	LF	$ 90.00	$ 17,550.00	$ 298.00	$ 58,110.00	$ 182.21	$ 35,530.95	$ 314.00	$ 61,230.00	$ 216.00	$ 42,120.00	$ 295.00	$ 57,525.00
c	15" RCP (15 LF SOP)	30	LF	$ 90.00	$ 2,700.00	$ 272.00	$ 8,160.00	$ 253.54	$ 7,606.20	$ 301.00	$ 9,030.00	$ 191.00	$ 5,730.00	$ 285.00	$ 8,550.00
7A	Mitered End Sections														
a	24" (28 EA SOP)	30	EA	$ 2,300.00	$ 69,000.00	$ 7,541.00	$ 226,230.00	$ 2,371.25	$ 71,137.50	$ 5,400.00	$ 162,000.00	$ 5,326.00	$ 159,780.00	$ 4,200.00	$ 126,000.00
b	18" (10 EA SOP)	12	EA	$ 2,900.00	$ 34,800.00	$ 5,998.00	$ 71,976.00	$ 1,962.50	$ 23,550.00	$ 5,100.00	$ 61,200.00	$ 5,056.00	$ 60,672.00	$ 3,950.00	$ 47,400.00
c	15" (2 EA SOP)	4	EA	$ 2,600.00	$ 10,400.00	$ 4,993.00	$ 19,972.00	$ 1,732.50	$ 6,930.00	$ 5,000.00	$ 20,000.00	$ 4,905.00	$ 19,620.00	$ 3,950.00	$ 15,800.00
8A	Regrade/Restore Swale (2200 LF SOP)	2400	LF	$ 38.00	$ 91,200.00	$ 58.00	$ 139,200.00	$ 23.23	$ 55,752.00	$ 72.00	$ 172,800.00	$ 50.00	$ 120,000.00	$ 123.00	$ 295,200.00
9A	Additional Restoration														
a	Concrete Driveway Remove and Replace (283 SY SOP)	315	SY	$ 150.00	$ 47,250.00	$ 227.00	$ 71,505.00	$ 83.36	$ 26,258.40	$ 162.00	$ 51,030.00	$ 146.00	$ 45,990.00	$ 174.00	$ 54,810.00
b	Concrete Paver Driveway Remove/Repair (33 SY SOP)	50	SY	$ 200.00	$ 10,000.00	$ 558.00	$ 27,900.00	$ 62.50	$ 3,125.00	$ 195.00	$ 9,750.00	$ 172.00	$ 8,600.00	$ 300.00	$ 15,000.00
10A	As-builts	1	LS	$ 15,000.00	$ 15,000.00	$ 19,832.00	$ 19,832.00	$ 2,375.00	$ 2,375.00	$ 19,000.00	$ 19,000.00	$ 12,880.00	$ 12,880.00	$ 6,500.00	$ 6,500.00
	ADDITIVE ALTERNATE BID TOTAL				$ 473,100.00		$ 925,863.00		$ 364,322.05		$ 762,480.00		$ 723,108.00		$ 888,888.00
	TOTAL BASE BID + ADDITIVE ALTERNATE				$ 1,579,200.00		$ 2,288,387.00		$ 1,692,848.50		$ 2,437,380.00		$ 2,217,402.00		$ 2,207,221.00

Notes:
1. Badger Drilling LLC had mathematical errors in their Base Bid Total summation and in it
2. EZ Contracting, LLC had mathematical errors in their Base Bid Total summation and in t
3. Ferreira Construction Co. utilized the wrong bid form which was revised in Addendum 1
4. Southern Underground Industries, Inc. had mathematical errors in their Base Bid Total s

May 13, 2026

Bill Freeman, City Engineer
City of Flagler Beach
105 S. 2nd Street
Flagler Beach, FL 32136

Email: bfreeman@cityofflaglerbeach.com

RE: ADDITIONAL WATER MAIN RIVER CROSSING – UPLAND/LAMBERT AVENUE PORTION - ITB #FB-2026-0705

Dear Mr. Freeman,

The City received 13 bids for the construction of the above referenced project on May 7, 2026. American Civil Construction, Inc. of Palm Coast (ACC) submitted the lowest base bid of $1,023,838.57 and 4C's Trucking & Excavation, Inc. of Bunnell (4C's) submitted the lowest combined bid (base bid and additive alternate) of $1,421,903.90. See the attached bid tabulation.

The base bid includes the construction of approximately 2,800 linear feet of new 16-inch diameter water main along the west side of Lambert Avenue from approximately 400 feet north of SR100/Moody Blvd. to approximately 875 Lambert Avenue. The water main is the mainland upland portion of a future additional water main river crossing which will provide redundancy with the current single water main river crossing at North 3rd Street. Conversion of the existing 6-inch diameter water main along Lambert Avenue to a reclaimed water main dryline for future use is also included in the work. New water services will be provided off the new water main and will be reconnected to existing customer meters. The additive alternate bid work involves improving the swale and culvert drainage system along the west side of Lambert Avenue for improved stormwater conveyance in conjunction with the water main construction and includes regrading 2,400 linear feet of swale and replacement of 19 driveway culverts, including driveway repair.

We reviewed ACC's and 4C's submitted bid documents for completeness and accuracy. ACC's submitted documents were complete and accurate. 4C's submitted documents were accurate and mostly complete as they only submitted pages 6 and 7 (Unit Pricing schedule) of Section 00 41 13 Bid Form. We suggest the City consider this omission as a minor irregularity in their bid as the other information that is provided on the Bid Form, including acknowledgement of addenda, bid total amounts, contractor/bidder contact and license information was provided elsewhere in their other submitted documents. The acknowledgment of the contract duration and liquidated

damages that is on the omitted pages of the Bid Form will be acknowledged and agreed upon by 4C's when they execute the construction contract, if awarded the bid.

Both of their submitted bids appear fair and reasonable compared to the other submitted bids and we did not find any unreasonable or imbalances in their submitted unit pricing. Both of their bids were less than our engineer's estimate of $1,473,450 for the base bid and $2,279,200 for the combined bid.

The City and our firm have worked with 4C's on past successful projects such as Roberts Road Water Main in 2023 and S. Flagler Drainage Improvements (S 9th -S 13th) in 2012. Neither our firm nor the City have had any experience with ACC. We contacted the references that ACC supplied in their bid documents and received favorable reports on their past and current performance. Both 4C's and ACC have active State contracting licenses in good standing with no active complaints.

We understand the City has sufficient budget for the additive alternate work. Therefore, we recommend that the City award this project to 4C's Trucking & Excavation, Inc. in the amount of $1,421,903.90 for the base bid and the additive alternate work. If only awarding the base bid work, we recommend awarding the bid to American Civil Construction, Inc. in the amount of $1,023,838.57. Contact our office if you have any questions.

Sincerely,

David A. King, PE
Vice President/Project Manager

DAK:bf

Attachment: Bid Tabulation

cc: Penny Overstreet, City of Flagler Beach

CITY OF FLAGLER BEACH
WATER MAIN RIVER CROSSING - UPLAND/LAMBERT AVE. PORTION
ITB #FB-2026-0705
BID TABULATION

Item	Description	Qty	Unit	4C's TRUCKING & EXCAVATION, INC. Bunnell, FL		ALL STATE CIVIL CONSTRUCTION, INC. Daytona Beach, FL		AMERICAN CIVIL CONSTRUCTION, INC. Palm Coast, FL		BADGER DRILLING, LLC Jacksonville, FL		CMG PIPELINES, INC. Kenner, LA		EZ CONTRACTING, LLC Tampa, FL		FERREIRA CONSTRUCTION CO. Jacksonville, FL	
				Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost
1	**Mobilization/Demobilization (<5% of total bid)**	1	LS	$ 35,765.00	$ 35,765.00	$ 62,045.54	$ 62,045.54	$ 26,839.36	$ 26,839.36	$ 61,978.12	$ 61,978.12	$ 78,125.00	$ 78,125.00	$ 89,205.00	$ 89,205.00	$ 91,850.00	$ 91,850.00
2	**Pre-Construction Video**	1	LS	$ 2,500.00	$ 2,500.00	$ 2,500.00	$ 2,500.00	$ 1,306.07	$ 1,306.07	$ 3,500.00	$ 3,500.00	$ 1,562.50	$ 1,562.50	$ 16,500.00	$ 16,500.00	$ 15,000.00	$ 15,000.00
3	**Soil and Erosion Control**	1	LS	$ 12,800.00	$ 12,800.00	$ 9,508.33	$ 9,508.33	$ 16,783.04	$ 16,783.04	$ 30,000.00	$ 30,000.00	$ 7,529.25	$ 7,529.25	$ 27,500.00	$ 27,500.00	$ 15,896.00	$ 15,896.00
4	**Maintenance of Traffic**	1	LS	$ 39,500.00	$ 39,500.00	$ 68,333.33	$ 68,333.33	$ 27,448.44	$ 27,448.44	$ 80,000.00	$ 80,000.00	$ 12,500.00	$ 12,500.00	$ 165,000.00	$ 165,000.00	$ 160,000.00	$ 160,000.00
5	**Survey Layout**	1	LS	$ 13,500.00	$ 13,500.00	$ 5,366.67	$ 5,366.67	$ 4,754.93	$ 4,754.93	$ 22,500.00	$ 22,500.00	$ 11,250.00	$ 11,250.00	$ 66,000.00	$ 66,000.00	$ 25,000.00	$ 25,000.00
6	**Water Main Via Open Cut**																
a	16" PVC (2,691 LF Shown on Plans, SOP)	2,800	LF	$ 108.27	$ 303,156.00	$ 169.61	$ 474,908.00	$ 131.00	$ 366,800.00	$ 155.50	$ 435,400.00	$ 229.00	$ 641,200.00	$ 144.69	$ 405,132.00	$ 290.00	$ 812,000.00
b	6" DIP (150 LF SOP)	170	LF	$ 92.47	$ 15,719.90	$ 215.96	$ 36,713.20	$ 136.82	$ 23,259.40	$ 67.50	$ 11,475.00	$ 184.50	$ 31,365.00	$ 77.10	$ 13,107.00	$ 165.00	$ 28,050.00
c	6" PVC (47LF SOP)	60	LF	$ 82.88	$ 4,972.80	$ 45.56	$ 2,733.60	$ 42.48	$ 2,548.80	$ 70.00	$ 4,200.00	$ 188.00	$ 11,280.00	$ 59.40	$ 3,564.00	$ 155.00	$ 9,300.00
7	**Valves**																
a	16" Gate Valve (3 EA SOP)	4	EA	$ 10,999.65	$ 43,998.60	$ 10,442.40	$ 41,769.60	$ 11,728.47	$ 46,913.88	$ 17,617.60	$ 70,470.40	$ 16,637.75	$ 66,551.00	$ 11,028.00	$ 44,112.00	$ 7,500.00	$ 30,000.00
b	6" Gate Valve (O EA SOP)	1	EA	$ 2,289.46	$ 2,289.46	$ 2,524.00	$ 2,524.00	$ 2,615.88	$ 2,615.88	$ 3,840.00	$ 3,840.00	$ 4,877.00	$ 4,877.00	$ 2,955.00	$ 2,955.00	$ 1,960.00	$ 1,960.00
c	2" Blow Off Assembly (1 SOP)	2	EA	$ 2,536.69	$ 5,073.38	$ 2,609.70	$ 5,219.40	$ 2,780.59	$ 5,561.18	$ 4,710.00	$ 9,420.00	$ 4,473.00	$ 8,946.00	$ 4,359.00	$ 8,718.00	$ 1,900.00	$ 3,800.00
d	6" Line Stop (2 EA SOP)	2	EA	$ 11,934.34	$ 23,868.68	$ 32,105.10	$ 64,210.20	$ 13,040.62	$ 26,081.24	$ 19,000.00	$ 38,000.00	$ 10,751.50	$ 21,503.00	$ 17,068.00	$ 34,136.00	$ 13,000.00	$ 26,000.00
8	**Fire Hydrant Assembly (6 EA SOP)**	7	EA	$ 11,552.74	$ 80,869.18	$ 13,812.00	$ 96,684.00	$ 11,599.56	$ 81,196.92	$ 13,812.00	$ 96,684.00	$ 16,999.50	$ 118,996.50	$ 13,252.50	$ 92,767.50	$ 9,800.00	$ 68,600.00
9	**Tie-Ins**																
a	16"x 16" (1 EA SOP)	1	EA	$ 27,142.80	$ 27,142.80	$ 30,321.10	$ 30,321.10	$ 34,639.03	$ 34,639.03	$ 19,575.00	$ 19,575.00	$ 51,483.25	$ 51,483.25	$ 64,354.00	$ 64,354.00	$ 27,000.00	$ 27,000.00
b	6"x 6" (1 EA SOP)	1	EA	$ 7,132.87	$ 7,132.87	$ 8,546.16	$ 8,546.16	$ 6,010.55	$ 6,010.55	$ 3,074.00	$ 3,074.00	$ 14,551.00	$ 14,551.00	$ 14,048.00	$ 14,048.00	$ 29,310.00	$ 29,310.00
10	**Water Services**																
a	3/4"-1" Short Side Service (31 EA SOP)	35	EA	$ 1,652.02	$ 57,820.70	$ 1,005.70	$ 35,199.50	$ 1,128.69	$ 39,504.15	$ 856.00	$ 29,960.00	$ 2,830.75	$ 99,076.25	$ 2,074.00	$ 72,590.00	$ 1,200.00	$ 42,000.00
b	3/4"-1" Long Side Service (36 EA SOP)	40	EA	$ 3,195.07	$ 127,802.80	$ 2,662.70	$ 106,508.00	$ 2,202.14	$ 88,085.60	$ 875.00	$ 35,000.00	$ 3,978.25	$ 159,130.00	$ 2,674.00	$ 106,960.00	$ 3,200.00	$ 128,000.00
11	**Ductile Iron Fittings (1.0 TN SOP)**	2.0	TN	$ 36,060.94	$ 72,121.88	$ 18,459.83	$ 36,919.66	$ 51,503.65	$ 103,007.30	$ 14,320.50	$ 28,641.00	$ 15,331.75	$ 30,663.50	$ 7,401.00	$ 14,802.00	$ 16,800.00	$ 33,600.00
12	**Existing Water Main Deactivation/Abandonment**																
a	Service Modification (67 SOP)	75	EA	$ 653.03	$ 48,977.25	$ 675.00	$ 50,625.00	$ 157.19	$ 11,789.25	$ 725.00	$ 54,375.00	$ 298.00	$ 22,350.00	$ 2,370.00	$ 177,750.00	$ 1,400.00	$ 105,000.00
b	Fire Hydrant Removal/Salvage (3 SOP)	3	EA	$ 1,675.06	$ 5,025.18	$ 1,855.00	$ 5,565.00	$ 1,464.01	$ 4,392.03	$ 5,500.00	$ 16,500.00	$ 979.75	$ 2,939.25	$ 1,492.50	$ 4,477.50	$ 4,100.00	$ 12,300.00
c	Valve Box Modification (O SOP)	2	EA	$ 405.22	$ 810.44	$ 295.00	$ 590.00	$ 345.87	$ 691.74	$ 1,250.00	$ 2,500.00	$ 588.00	$ 1,176.00	$ 1,477.50	$ 2,955.00	$ 1,500.00	$ 3,000.00
13	**Restoration**																
a	Concrete Driveway Remove and Replace (550 SY SOP)	600	SY	$ 127.86	$ 76,716.00	$ 215.67	$ 129,402.00	$ 118.73	$ 71,238.00	$ 215.00	$ 129,000.00	$ 161.25	$ 96,750.00	$ 398.60	$ 239,160.00	$ 210.00	$ 126,000.00
b	Concrete Paver Driveway Remove/Repair (45 SY SOP)	60	SY	$ 192.01	$ 11,520.60	$ 176.67	$ 10,600.20	$ 237.43	$ 14,245.80	$ 215.00	$ 12,900.00	$ 144.25	$ 8,655.00	$ 447.00	$ 26,820.00	$ 135.00	$ 8,100.00
c	Asphalt Road Open Cut/Repair (25 SY SOP)	35	SY	$ 230.45	$ 8,065.75	$ 142.86	$ 5,000.10	$ 112.67	$ 3,943.45	$ 415.00	$ 14,525.00	$ 455.50	$ 15,942.50	$ 614.20	$ 21,497.00	$ 405.00	$ 14,175.00
20	**As-builts**	1	LS	$ 2,480.47	$ 2,480.47	$ 7,516.67	$ 7,516.67	$ 5,877.33	$ 5,877.33	$ 15,000.00	$ 15,000.00	$ 8,750.00	$ 8,750.00	$ 27,500.00	$ 27,500.00	$ 21,059.00	$ 21,059.00
21	**Adjust/Repair Existing Sewer Lateral (0 EA SOP)**	30	EA	$ 438.21	$ 13,146.30	$ 121.57	$ 3,647.10	$ 276.84	$ 8,305.20	$ 1,750.00	$ 52,500.00	$ 2,180.00	$ 65,400.00	$ 4,944.00	$ 148,320.00	$ -	$ -
	BASE BID TOTAL			**$**	**1,042,776.04**	**$**	**1,302,956.36**	**$**	**1,023,838.57**	**$**	**1,281,017.52**	**$**	**1,592,552.00**	**$**	**1,889,930.00**	**$**	**1,837,000.00**
ADDITIVE ALTERNATE BID - SWALE AND CULVERT WORK																	
1A	**Additional Mobilization/Demobilization (<5% of total alternate bid)**	1	LS	$ 10,252.00	$ 10,252.00	$ 23,661.83	$ 23,661.83	$ 4,571.25	$ 4,571.25	$ 24,236.63	$ 24,236.63	$ 23,125.00	$ 23,125.00	$ 32,386.00	$ 32,386.00	$ 13,500.00	$ 13,500.00
2A	**Additional Pre-Construction Video**	1	LS	$ 5.00	$ 5.00	$ 1,250.00	$ 1,250.00	$ 1,306.07	$ 1,306.07	$ 3,500.00	$ 3,500.00	$ 1,250.00	$ 1,250.00	$ 8,250.00	$ 8,250.00	$ 1,000.00	$ 1,000.00
3A	**Additional Soil and Erosion Control**	1	LS	$ 3,040.00	$ 3,040.00	$ 5,541.67	$ 5,541.67	$ 16,783.04	$ 16,783.04	$ 27,000.00	$ 27,000.00	$ 5,029.25	$ 5,029.25	$ 13,750.00	$ 13,750.00	$ 6,000.00	$ 6,000.00
4A	**Additional Maintenance of Traffic**	1	LS	$ 14,430.00	$ 14,430.00	$ 37,333.33	$ 37,333.33	$ 27,448.44	$ 27,448.44	$ 35,000.00	$ 35,000.00	$ 6,250.00	$ 6,250.00	$ 82,500.00	$ 82,500.00	$ 17,500.00	$ 17,500.00
5A	**Additional Survey Layout**	1	LS	$ 11,000.00	$ 11,000.00	$ 10,366.67	$ 10,366.67	$ 4,754.93	$ 4,754.93	$ 16,000.00	$ 16,000.00	$ 6,250.00	$ 6,250.00	$ 44,000.00	$ 44,000.00	$ 10,500.00	$ 10,500.00
6A	**Remove /Replace Culvert**																
a	24" RCP (479 LF SOP)	510	LF	$ 132.61	$ 67,631.10	$ 354.47	$ 180,779.70	$ 160.06	$ 81,630.60	$ 185.00	$ 94,350.00	$ 295.75	$ 150,832.50	$ 100.32	$ 51,163.20	$ 130.00	$ 66,300.00
b	18" RCP (174 LF SOP)	195	LF	$ 107.22	$ 20,907.90	$ 215.16	$ 41,956.20	$ 127.63	$ 24,887.85	$ 160.00	$ 31,200.00	$ 207.75	$ 40,511.25	$ 62.49	$ 12,185.55	$ 95.00	$ 18,525.00
c	15" RCP (15 LF SOP)	30	LF	$ 90.94	$ 2,728.20	$ 203.83	$ 6,114.90	$ 112.98	$ 3,389.40	$ 150.00	$ 4,500.00	$ 184.75	$ 5,542.50	$ 51.96	$ 1,558.80	$ 175.00	$ 5,250.00
7A	**Mitered End Sections**																
a	24" (28 EA SOP)	30	EA	$ 3,127.20	$ 93,816.00	$ 2,471.40	$ 74,142.00	$ 4,349.93	$ 130,497.90	$ 2,274.25	$ 68,227.50	$ 3,212.00	$ 96,360.00	$ 4,023.00	$ 120,690.00	$ 2,100.00	$ 63,000.00
b	18" (10 EA SOP)	12	EA	$ 2,790.15	$ 33,481.80	$ 1,836.33	$ 22,035.96	$ 3,352.07	$ 40,224.84	$ 1,893.00	$ 22,716.00	$ 2,407.00	$ 28,884.00	$ 3,789.00	$ 45,468.00	$ 2,000.00	$ 24,000.00
c	15" (2 EA SOP)	4	EA	$ 2,609.59	$ 10,438.36	$ 1,756.51	$ 7,026.04	$ 3,352.47	$ 13,409.88	$ 1,566.00	$ 6,264.00	$ 2,166.50	$ 8,666.00	$ 3,613.50	$ 14,454.00	$ 1,900.00	$ 7,600.00
8A	**Regrade/Restore Swale (2200 LF SOP)**	2400	LF	$ 22.50	$ 54,000.00	$ 28.44	$ 68,256.00	$ 15.56	$ 37,344.00	$ 37.50	$ 90,000.00	$ 65.00	$ 156,000.00	$ 23.00	$ 55,200.00	$ 28.00	$ 67,200.00
9A	**Additional Restoration**																
a	Concrete Driveway Remove and Replace (283 SY SOP)	315	SY	$ 150.50	$ 47,407.50	$ 215.67	$ 67,936.05	$ 116.22	$ 36,609.30	$ 215.00	$ 67,725.00	$ 135.00	$ 42,525.00	$ 398.60	$ 125,559.00	$ 200.00	$ 63,000.00
b	Concrete Paver Driveway Remove/Repair (33 SY SOP)	50	SY	$ 153.00	$ 7,650.00	$ 135.00	$ 6,750.00	$ 422.04	$ 21,102.00	$ 215.00	$ 10,750.00	$ 118.25	$ 5,912.50	$ 447.00	$ 22,350.00	$ 130.00	$ 6,500.00
10A	**As-builts**	1	LS	$ 2,340.00	$ 2,340.00	$ 7,516.67	$ 7,516.67	$ 5,877.33	$ 5,877.33	$ 7,500.00	$ 7,500.00	$ 5,625.00	$ 5,625.00	$ 16,500.00	$ 16,500.00	$ 11,000.00	$ 11,000.00
	ADDITIVE ALTERNATE BID TOTAL			**$**	**379,127.86**	**560,667.02**		**449,836.83**		**508,969.13**		**582,763.00**		**$**	**646,014.55**	**$**	**380,875.00**
	TOTAL BASE BID + ADDITIVE ALTERNATE			**$**	**1,421,903.90**	**1,863,623.38**		**1,473,675.40**		**1,789,986.65**		**2,175,315.00**		**$**	**2,535,944.55**	**$**	**2,217,875.00**

Notes:
1. Badger Drilling LLC had mathematical errors in their Base Bid Total summation and in Item No. 12b extension. Submitted unit price for Item 12b was allowed to prevail, corrected extension and Base Bid Total shown.
2. EZ Contracting, LLC had mathematical errors in their Base Bid Total summation and in Item No. 7b extension. Submitted unit price for Item 7b was allowed to prevail, corrected extension and Base Bid Total shown.
3. Ferreira Construction Co. utilized the wrong bid form which was revised in Addendum 1, adding Item 21.
4. Southern Underground Industries, Inc. had mathematical errors in their Base Bid Total and Additive Alternate Bid Total, corrected totals shown.

CITY OF FLAGLER BEACH
WATER MAIN RIVER CROSSING - UPLAND/LAMBERT AVE. PORTION
ITB #FB-2026-0705
BID TABULATION

Item		Description	Qty	Unit	GPS CIVIL CONSTRUCTION, INC. Holly Hill, FL		MASCI GENERAL CONTRACTOR, INC. Port Orange, FL		S.E. CLINE CONSTRUCTION, INC. Palm Coast, FL		SANPIK, INC. Longwood, FL		SOUTHERN UNDERGROUND INDUSTRIES, INC. Deerfield Beach, FL		T B LANDMARK CONSTRUCTION, INC. Jacksonville, FL	
					Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost
1		**Mobilization/Demobilization (<5% of total bid)**	1	LS	$ 55,000.00	$ 55,000.00	$ 71,737.00	$ 71,737.00	$ 4,025.00	$ 4,025.00	$ 75,000.00	$ 75,000.00	$ 79,800.00	$ 79,800.00	$ 58,500.00	$ 58,500.00
2		**Pre-Construction Video**	1	LS	$ 5,000.00	$ 5,000.00	$ 3,512.00	$ 3,512.00	$ 5,750.00	$ 5,750.00	$ 3,000.00	$ 3,000.00	$ 5,746.00	$ 5,746.00	$ 2,500.00	$ 2,500.00
3		**Soil and Erosion Control**	1	LS	$ 40,000.00	$ 40,000.00	$ 8,942.00	$ 8,942.00	$ 9,941.25	$ 9,941.25	$ 15,000.00	$ 15,000.00	$ 15,322.00	$ 15,322.00	$ 25,522.00	$ 25,522.00
4		**Maintenance of Traffic**	1	LS	$ 60,000.00	$ 60,000.00	$ 25,547.00	$ 25,547.00	$ 20,257.50	$ 20,257.50	$ 45,000.00	$ 45,000.00	$ 56,179.00	$ 56,179.00	$ 30,000.00	$ 30,000.00
5		**Survey Layout**	1	LS	$ 30,000.00	$ 30,000.00	$ 55,521.00	$ 55,521.00	$ 37,625.00	$ 37,625.00	$ 35,000.00	$ 35,000.00	$ 34,474.00	$ 34,474.00	$ 14,000.00	$ 14,000.00
6		**Water Main Via Open Cut**														
	a	16" PVC (2,691 LF Shown on Plans, SOP)	2,800	LF	$ 125.00	$ 350,000.00	$ 177.00	$ 495,600.00	$ 148.79	$ 416,612.00	$ 236.00	$ 660,800.00	$ 162.00	$ 453,600.00	$ 188.00	$ 526,400.00
	b	6" DIP (150 LF SOP)	170	LF	$ 110.00	$ 18,700.00	$ 174.00	$ 29,580.00	$ 79.89	$ 13,581.30	$ 150.00	$ 25,500.00	$ 91.00	$ 15,470.00	$ 150.00	$ 25,500.00
	c	6" PVC (47LF SOP)	60	LF	$ 100.00	$ 6,000.00	$ 171.00	$ 10,260.00	$ 66.06	$ 3,963.60	$ 125.00	$ 7,500.00	$ 75.00	$ 4,500.00	$ 129.00	$ 7,740.00
7		**Valves**														
	a	16" Gate Valve (3 EA SOP)	4	EA	$ 7,000.00	$ 28,000.00	$ 9,782.00	$ 39,128.00	$ 14,816.25	$ 59,265.00	$ 10,000.00	$ 40,000.00	$ 15,283.00	$ 61,132.00	$ 12,274.00	$ 49,096.00
	b	6" Gate Valve (O EA SOP)	1	EA	$ 1,400.00	$ 1,400.00	$ 2,114.00	$ 2,114.00	$ 3,238.75	$ 3,238.75	$ 2,500.00	$ 2,500.00	$ 3,260.00	$ 3,260.00	$ 2,000.00	$ 2,000.00
	c	2" Blow Off Assembly (1 SOP)	2	EA	$ 3,500.00	$ 7,000.00	$ 7,500.00	$ 15,000.00	$ 4,184.75	$ 8,369.50	$ 5,000.00	$ 10,000.00	$ 4,088.00	$ 8,176.00	$ 3,000.00	$ 6,000.00
	d	6" Line Stop (2 EA SOP)	2	EA	$ 15,000.00	$ 30,000.00	$ 17,882.00	$ 35,764.00	$ 25,667.50	$ 51,335.00	$ 15,000.00	$ 30,000.00	$ 19,982.00	$ 39,964.00	$ 15,000.00	$ 30,000.00
8		**Fire Hydrant Assembly (6 EA SOP)**	7	EA	$ 12,000.00	$ 84,000.00	$ 9,925.00	$ 69,475.00	$ 13,483.75	$ 94,386.25	$ 11,000.00	$ 77,000.00	$ 13,451.00	$ 94,157.00	$ 13,000.00	$ 91,000.00
9		**Tie-Ins**														
	a	16"x 16" (1 EA SOP)	1	EA	$ 40,000.00	$ 40,000.00	$ 24,725.00	$ 24,725.00	$ 43,457.50	$ 43,457.50	$ 35,000.00	$ 35,000.00	$ 39,126.00	$ 39,126.00	$ 34,000.00	$ 34,000.00
	b	6"x 6" (1 EA SOP)	1	EA	$ 10,000.00	$ 10,000.00	$ 7,782.00	$ 7,782.00	$ 13,840.00	$ 13,840.00	$ 10,000.00	$ 10,000.00	$ 8,340.00	$ 8,340.00	$ 12,000.00	$ 12,000.00
10		**Water Services**														
	a	3/4"-1" Short Side Service (31 EA SOP)	35	EA	$ 1,100.00	$ 38,500.00	$ 1,589.00	$ 55,615.00	$ 1,565.00	$ 54,775.00	$ 2,000.00	$ 70,000.00	$ 2,411.00	$ 84,385.00	$ 1,225.00	$ 42,875.00
	b	3/4"-1" Long Side Service (36 EA SOP)	40	EA	$ 2,200.00	$ 88,000.00	$ 4,552.00	$ 182,080.00	$ 2,807.50	$ 112,300.00	$ 3,500.00	$ 140,000.00	$ 3,125.00	$ 125,000.00	$ 2,250.00	$ 90,000.00
11		**Ductile Iron Fittings (1.0 TN SOP)**	2.0	TN	$ 8,500.00	$ 17,000.00	$ 29,552.00	$ 59,104.00	$ 28,533.75	$ 57,067.50	$ 18,000.00	$ 36,000.00	$ 23,401.00	$ 46,802.00	$ 23,500.00	$ 47,000.00
12		**Existing Water Main Deactivation/Abandonment**														
	a	Service Modification (67 SOP)	75	EA	$ 750.00	$ 56,250.00	$ 1,120.00	$ 84,000.00	$ 2,922.50	$ 219,187.50	$ 1,750.00	$ 131,250.00	$ 1,532.00	$ 114,900.00	$ 926.00	$ 69,450.00
	b	Fire Hydrant Removal/Salvage (3 SOP)	3	EA	$ 1,000.00	$ 3,000.00	$ 1,572.00	$ 4,716.00	$ 2,623.75	$ 7,871.25	$ 3,500.00	$ 10,500.00	$ 1,883.00	$ 5,649.00	$ 3,500.00	$ 10,500.00
	c	Valve Box Modification (O SOP)	2	EA	$ 500.00	$ 1,000.00	$ 891.00	$ 1,782.00	$ 2,297.25	$ 4,594.50	$ 1,300.00	$ 2,600.00	$ 830.00	$ 1,660.00	$ 400.00	$ 800.00
13		**Restoration**														
	a	Concrete Driveway Remove and Replace (550 SY SOP)	600	SY	$ 150.00	$ 90,000.00	$ 227.00	$ 136,200.00	$ 83.36	$ 50,016.00	$ 165.00	$ 99,000.00	$ 137.00	$ 82,200.00	$ 150.00	$ 90,000.00
	b	Concrete Paver Driveway Remove/Repair (45 SY SOP)	60	SY	$ 200.00	$ 12,000.00	$ 558.00	$ 33,480.00	$ 62.50	$ 3,750.00	$ 195.00	$ 11,700.00	$ 165.00	$ 9,900.00	$ 150.00	$ 9,000.00
	c	Asphalt Road Open Cut/Repair (25 SY SOP)	35	SY	$ 150.00	$ 5,250.00	$ 236.00	$ 8,260.00	$ 37.63	$ 1,317.05	$ 130.00	$ 4,550.00	$ 150.00	$ 5,250.00	$ 370.00	$ 12,950.00
20		**As-builts**	1	LS	$ 15,000.00	$ 15,000.00	$ 25,412.00	$ 25,412.00	$ 6,500.00	$ 6,500.00	$ 24,000.00	$ 24,000.00	$ 15,322.00	$ 15,322.00	$ 6,500.00	$ 6,500.00
21		**Adjust/Repair Existing Sewer Lateral (0 EA SOP)**	30	EA	$ 500.00	$ 15,000.00	$ 2,573.00	$ 77,190.00	$ 850.00	$ 25,500.00	$ 2,600.00	$ 78,000.00	$ 2,866.00	$ 85,980.00	$ 1,500.00	$ 45,000.00
		BASE BID TOTAL			**$**	**1,106,100.00**	**$**	**1,562,526.00**	**$**	**1,328,526.45**	**$**	**1,678,900.00**	**$**	**1,496,294.00**	**$**	**1,338,333.00**
ADDITIVE ALTERNATE BID - SWALE AND CULVERT WORK																
1A		**Additional Mobilization/Demobilization (<5% of total alternate bid)**	1	LS	$ 22,000.00	$ 22,000.00	$ 41,258.00	$ 41,258.00	$ 1,260.00	$ 1,260.00	$ 5,000.00	$ 5,000.00	$ 59,248.00	$ 59,248.00	$ 38,000.00	$ 38,000.00
2A		**Additional Pre-Construction Video**	1	LS	$ 2,000.00	$ 2,000.00	$ 3,511.00	$ 3,511.00	$ 3,625.00	$ 3,625.00	$ 1,500.00	$ 1,500.00	$ 3,220.00	$ 3,220.00	$ 1,974.00	$ 1,974.00
3A		**Additional Soil and Erosion Control**	1	LS	$ 10,000.00	$ 10,000.00	$ 3,214.00	$ 3,214.00	$ 3,800.00	$ 3,800.00	$ 6,500.00	$ 6,500.00	$ 15,456.00	$ 15,456.00	$ 19,683.00	$ 19,683.00
4A		**Additional Maintenance of Traffic**	1	LS	$ 40,000.00	$ 40,000.00	$ 15,443.00	$ 15,443.00	$ 11,650.00	$ 11,650.00	$ 3,500.00	$ 3,500.00	$ 21,252.00	$ 21,252.00	$ 22,696.00	$ 22,696.00
5A		**Additional Survey Layout**	1	LS	$ 10,000.00	$ 10,000.00	$ 21,162.00	$ 21,162.00	$ 9,875.00	$ 9,875.00	$ 6,500.00	$ 6,500.00	$ 12,880.00	$ 12,880.00	$ 14,000.00	$ 14,000.00
6A		**Remove /Replace Culvert**														
	a	24" RCP (479 LF SOP)	510	LF	$ 120.00	$ 61,200.00	$ 389.00	$ 198,390.00	$ 199.70	$ 101,847.00	$ 340.00	$ 173,400.00	$ 266.00	$ 135,660.00	$ 325.00	$ 165,750.00
	b	18" RCP (174 LF SOP)	195	LF	$ 90.00	$ 17,550.00	$ 298.00	$ 58,110.00	$ 182.21	$ 35,530.95	$ 314.00	$ 61,230.00	$ 216.00	$ 42,120.00	$ 295.00	$ 57,525.00
	c	15" RCP (15 LF SOP)	30	LF	$ 90.00	$ 2,700.00	$ 272.00	$ 8,160.00	$ 253.54	$ 7,606.20	$ 301.00	$ 9,030.00	$ 191.00	$ 5,730.00	$ 285.00	$ 8,550.00
7A		**Mitered End Sections**														
	a	24" (28 EA SOP)	30	EA	$ 3,300.00	$ 99,000.00	$ 7,541.00	$ 226,230.00	$ 2,371.25	$ 71,137.50	$ 5,400.00	$ 162,000.00	$ 5,326.00	$ 159,780.00	$ 4,200.00	$ 126,000.00
	b	18" (10 EA SOP)	12	EA	$ 2,900.00	$ 34,800.00	$ 5,998.00	$ 71,976.00	$ 1,962.50	$ 23,550.00	$ 5,100.00	$ 61,200.00	$ 5,056.00	$ 60,672.00	$ 3,950.00	$ 47,400.00
	c	15" (2 EA SOP)	4	EA	$ 2,600.00	$ 10,400.00	$ 4,993.00	$ 19,972.00	$ 1,732.50	$ 6,930.00	$ 5,000.00	$ 20,000.00	$ 4,905.00	$ 19,620.00	$ 3,950.00	$ 15,800.00
8A		**Regrade/Restore Swale (2200 LF SOP)**	2400	LF	$ 38.00	$ 91,200.00	$ 58.00	$ 139,200.00	$ 23.23	$ 55,752.00	$ 72.00	$ 172,800.00	$ 50.00	$ 120,000.00	$ 123.00	$ 295,200.00
9A		**Additional Restoration**														
	a	Concrete Driveway Remove and Replace (283 SY SOP)	315	SY	$ 150.00	$ 47,250.00	$ 227.00	$ 71,505.00	$ 83.36	$ 26,258.40	$ 162.00	$ 51,030.00	$ 146.00	$ 45,990.00	$ 174.00	$ 54,810.00
	b	Concrete Paver Driveway Remove/Repair (33 SY SOP)	50	SY	$ 200.00	$ 10,000.00	$ 558.00	$ 27,900.00	$ 62.50	$ 3,125.00	$ 195.00	$ 9,750.00	$ 172.00	$ 8,600.00	$ 300.00	$ 15,000.00
10A		**As-builts**	1	LS	$ 15,000.00	$ 15,000.00	$ 19,832.00	$ 19,832.00	$ 2,375.00	$ 2,375.00	$ 19,000.00	$ 19,000.00	$ 12,880.00	$ 12,880.00	$ 6,500.00	$ 6,500.00
		ADDITIVE ALTERNATE BID TOTAL			**$**	**473,100.00**	**$**	**925,863.00**	**$**	**364,322.05**	**$**	**762,440.00**	**$**	**723,108.00**	**$**	**888,888.00**
		TOTAL BASE BID + ADDITIVE ALTERNATE			**$**	**1,579,200.00**	**$**	**2,488,389.00**	**$**	**1,692,848.50**	**$**	**2,441,340.00**	**$**	**2,219,402.00**	**$**	**2,227,221.00**

Notes:
1. Badger Drilling LLC had mathematical errors in their Base Bid Total summation and in It
2. EZ Contracting, LLC had mathematical errors in their Base Bid Total summation and in I
3. Ferreira Construction Co. utilized the wrong bid form which was revised in Addendum :
4. Southern Underground Industries, Inc. had mathematical errors in their Base Bid Total :

5.02 UNIT PRICING

4C'S Trucking & Excavation, Inc.

Item	Description	Qty	Unit	Unit Cost	Total Cost
1	Mobilization/Demobilization (<5% of total bid)	1	LS	$35,765.00	$35,765.00
2	Pre-Construction Video	1	LS	$2,500.00	$2,500.00
3	Soil and Erosion Control	1	LS	$12,800.00	$12,800.00
4	Maintenance of Traffic	1	LS	$39,500.00	$39,500.00
5	Survey Layout	1	LS	$13,500.00	$13,500.00
6	Water Main Via Open Cut				
a	16" PVC (2,691 LF Shown on Plans, SOP)	2,800	LF	$108.27	$303,156.00
b	6" DIP (150 LF SOP)	170	LF	$92.47	$15,719.90
c	6" PVC (47LF SOP)	60	LF	$82.88	$4,972.80
7	Valves				
a	16" Gate Valve (3 EA SOP)	4	EA	$10,999.65	$43,998.60
b	6" Gate Valve (O EA SOP)	1	EA	$2,289.46	$2,289.46
c	2" Blow Off Assembly (1 SOP)	2	EA	$2,536.69	$5,073.38
d	6" Line Stop (2 EA SOP)	2	EA	$11,934.34	$23,868.68
8	Fire Hydrant Assembly (6 EA SOP)	7	EA	$11,552.74	$80,869.18
9	Tie-Ins				
a	16"x 16" (1 EA SOP)	1	EA	$27,142.80	$27,142.80
b	6"x 6" (1 EA SOP)	1	EA	$7,132.87	$7,132.87
10	Water Services				
a	3/4"-1" Short Side Service (31 EA SOP)	35	EA	$1,652.02	$57,820.70
b	3/4"-1" Long Side Service (36 EA SOP)	40	EA	$3,195.07	$127,802.80
11	Ductile Iron Fittings (1.0 TN SOP)	2.0	TN	$36,060.94	$72,121.88
12	Existing Water Main Deactivation/Abandonment				
a	Service Modification (67 SOP)	75	EA	$653.03	$48,977.25
b	Fire Hydrant Removal/Salvage (3 SOP)	3	EA	$1,675.06	$5,025.18
c	Valve Box Modification (O SOP)	2	EA	$405.22	$810.44
13	Restoration				
a	Concrete Driveway Remove and Replace (550 SY SOP)	600	SY	$127.86	$76,716.00
b	Concrete Paver Driveway Remove/Repair (45 SY SOP)	60	SY	$192.01	$11,520.60
c	Asphalt Road Open Cut/Repair (25 SY SOP)	35	SY	$230.45	$8,065.75
20	As-builts	1	LS	$2,480.47	$2,480.47
21	Adjust/Repair Existing Sewer Lateral (0 EA SOP)	30	EA	$438.21	$13,146.30
				BASE BID TOTAL	$1,042,776.04

Revised per Addendum #1

1A	Additional Mobilization/Demobilization (<5% of total alternate bid)	1	LS	$10,252.00	$10,252.00
2A	Additional Pre-Construction Video	1	LS	$5.00	$5.00
3A	Additional Soil and Erosion Control	1	LS	$3,040.00	$3,040.00
4A	Additional Maintenance of Traffic	1	LS	$14,430.00	$14,430.00
5A	Additional Survey Layout	1	LS	$11,000.00	$11,000.00
6A	Remove /Replace Culvert				
a	24" RCP (479 LF SOP)	510	LF	$132.61	$67,631.10
b	18" RCP (174 LF SOP)	195	LF	$107.22	$20,907.90
c	15" RCP (15 LF SOP)	30	LF	$90.94	$2,728.20
7A	Mitered End Sections				
a	24" (28 EA SOP)	30	EA	$3,127.20	$93,816.00
b	18" (10 EA SOP)	12	EA	$2,790.15	$33,481.80
c	15" (2 EA SOP)	4	EA	$2,609.59	$10,438.36
8A	Regrade/Restore Swale (2200 LF SOP)	2400	LF	$22.50	$54,000.00
9A	Additional Restoration				
a	Concrete Driveway Remove and Replace (283 SY SOP)	315	SY	$150.50	$47,407.50
b	Concrete Paver Driveway Remove/Repair (33 SY SOP)	50	SY	$153.00	$7,650.00
10A	As-builts	1	LS	$2,340.00	$2,340.00
				ADDITIVE ALTERNATE BID TOTAL	$379,127.86

Submitted by: Chelsea Herbert

Contractor: 4C'S Trucking & Excavation, Inc.

Address: PO Box 2682 - Bunnell, Florida 32110

Telephone: 386 437 1257 **Fax:** _____

State of Florida Contractor License Information

Licensee: Chelsea Herbert **License No.:** CGC1525599 CUC1226078 FPC15-000050

Revised per Addendum #1

SECTION 00 11 53
REQUEST FOR QUALIFICATION FORMS

Project Name: **ADDITIONAL WATER MAIN RIVER CROSSING – UPLAND/LAMBERT AVE. PORTION**

Company Name: 4C's Trucking & Excavation

Contact Name: Chelsea Herbert

E-mail Address: chelsea@4csconstruction.com

Mailing Address: 331 Sawgrass Road
Bunnell, Florida 32110

Phone Number: (386) 437-1257

Fax Number: _____

Contractor License Number: CGC1525599 CUC1226078 FPC15-000050

The CITY will post addenda information at Onvia DemandStar, Inc., at the following web address: www.demandstar.com. For technical assistance with this website, please contact Onvia Services at 1-800-711-1712. All Bidders should check the Onvia DemandStar website at least seven (7) calendar days before the date fixed to verify information regarding Addenda. Failure to do so could result in rejection of the submittal as unresponsive. Bidders shall sign, date, and return all addenda with their bid. It is the sole responsibility of the Bidder to ensure he/she obtains information related to Addenda. Oral and other interpretations or clarifications will be without legal effect.

The following Addenda were received:

Addendum No. 1 Date Received April 20, 2026

Addendum No. 2 Date Received April 29, 2026

Addendum No. _____ Date Received _____

Addendum No. _____ Date Received _____

The Bidder acknowledges the receipt, execution, and return of the following attachments:

- Attachment A: Certificate of Corporation
- Attachment B: Contractor Questionnaire
- Attachment C: Required Disclosure
- Attachment D: Bidder Information
- Attachment E: Experience of Bidder
- Attachment F: Sworn Statement Under section 287.133(3) (a), Florida Statutes, on Public Entity Crimes
- Attachment G: Affidavit of Non-Collusion
- Attachment H: Certification of Non-Segregated Facilities
- Attachment I: Drug-Free Work Place
- Attachment J: Conflict of Interest Statement
- Attachment K: Compliance with Public Records Law
- Attachment L: Americans with Disabilities Act Affidavit
- Attachment M: Additional Procurement Clauses for FEMA Work – NOT REQUIRED
- Attachment N: List of Proposed Subcontractors/Suppliers
- Attachment O: List of Licenses and Certifications

Name: Chelsea Herbert

Authorized Signature: _____

Date: May 6, 2026

Title: President

ACKNOWLEDGEMENT

STATE OF FLORIDA

COUNTY OF FLAGLER

Sworn to (or affirmed) and subscribed before me by means of

online notarization ☐ *OR* physical presence ☑

this 6th day of MAY, 2026

Personally Known ☑ *OR* Produced identification ☐

Type of Identification Produced: _____

Elaine F Bramlitt

Signature of Notary Public

Print, Type or Stamp Commissioned Name of Notary Public below:

ELAINE F BRAMLITT
Notary Public - State of Florida
Commission # HH 707346
My Comm. Expires Aug 6, 2029
Bonded through National Notary Assn.

END OF SECTION

City of Flagler Beach
105 S. 2nd Street
Flagler Beach, Florida 32136
(386) 517 – 2000 ext. 233

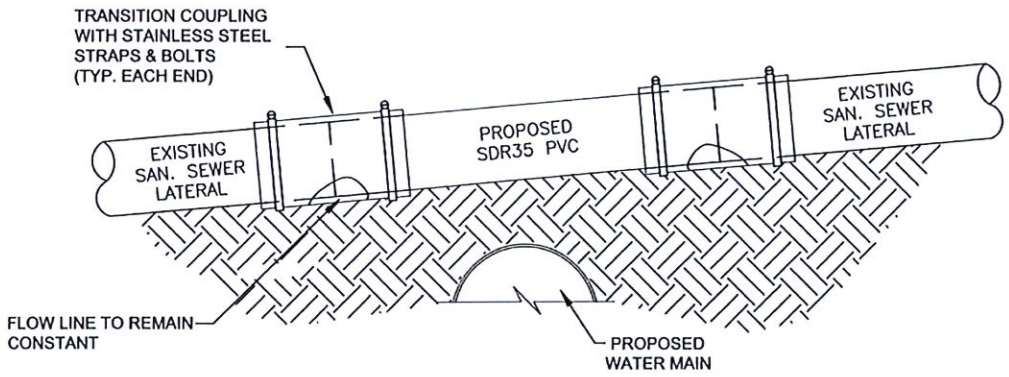
ADDENDUM NO. 1

Additional Water Main River Crossing – Upland/Lambert Avenue Portion
City Invitation to Bid No.: FB-2026-0705
April 20, 2026

To All Plan Holders:

The following changes, clarifications and additions are hereby made as part of the bidding and contract documents for the above referenced project and prepared by the City of Flagler Beach as fully and completely as if the same were fully set forth therein.

1. The Contractor shall locate/expose existing sewer laterals along the water main route and adjust the depth of water main to avoid conflicts with laterals. A pay item has been added to the attached revised Unit Pricing schedule for adjustment/repair of 4"/6" sewer laterals for laterals that need to be adjusted (if water main depth adjustment is not viable) or repaired if existing lateral is crossed under with water main and the lateral material is vitrified clay pipe (VCP). See attached VCP Lateral Repair below. The attached revised Unit Pricing schedule replaces the original section 5.02 Unit Pricing of Section 00 41 13 Bid Form, pages 6 and 7. All bidders shall utilize the revised schedule in submission of their bid.



5 **SEWER LATERAL REPAIR**
NTS

2. See attached sign in sheet from the April 14 non-mandatory prebid meeting. Contractors that did not attend the meeting are eligible to submit bids for the project. Any reference to a mandatory prebid meeting in the bid documents should be ignored.

3. The construction contract will be a unit price contract with payment based on the actual quantities of work completed at the contract unit prices.

The following are responses to inquiries received related to the Project Bid Documents. Questions are in plain text and responses are in ***bold/italic***

1. What is the engineer's estimate for this project? ***The Engineer's Estimate is $1,500,000 for the Base Bid and $800,000 for the Additive Alternate Bid.***

2. The bid documents do not include a Bid Bond form. Should the standard AIA form be used? ***Bidders should submit AIA Standard Form A310 or similar form.***

Disclaimer: It is the sole responsibility of bidder to confirm that all addenda have been received prior to submitting bid and acknowledge such in bid documents

END OF ADDENDUM 1

5.02 UNIT PRICING

Item	Description	Qty	Unit	Unit Cost	Total Cost
1	**Mobilization/Demobilization (<5% of total bid)**	1	LS		
2	**Pre-Construction Video**	1	LS		
3	**Soil and Erosion Control**	1	LS		
4	**Maintenance of Traffic**	1	LS		
5	**Survey Layout**	1	LS		
6	**Water Main Via Open Cut**				
a	16" PVC (2,691 LF Shown on Plans, SOP)	2,800	LF		
b	6" DIP (150 LF SOP)	170	LF		
c	6" PVC (47LF SOP)	60	LF		
7	**Valves**				
a	16" Gate Valve (3 EA SOP)	4	EA		
b	6" Gate Valve (O EA SOP)	1	EA		
c	2" Blow Off Assembly (1 SOP)	2	EA		
d	6" Line Stop (2 EA SOP)	2	EA		
8	**Fire Hydrant Assembly (6 EA SOP)**	7	EA		
9	**Tie-Ins**				
a	16"x 16" (1 EA SOP)	1	EA		
b	6"x 6" (1 EA SOP)	1	EA		
10	**Water Services**				
a	3/4"-1" Short Side Service (31 EA SOP)	35	EA		
b	3/4"-1" Long Side Service (36 EA SOP)	40	EA		
11	**Ductile Iron Fittings (1.0 TN SOP)**	2.0	TN		
12	**Existing Water Main Deactivation/Abandonment**				
a	Service Modification (67 SOP)	75	EA		
b	Fire Hydrant Removal/Salvage (3 SOP)	3	EA		
c	Valve Box Modification (O SOP)	2	EA		
13	**Restoration**				
a	Concrete Driveway Remove and Replace (550 SY SOP)	600	SY		
b	Concrete Paver Driveway Remove/Repair (45 SY SOP)	60	SY		
c	Asphalt Road Open Cut/Repair (25 SY SOP)	35	SY		
20	**As-builts**	1	LS		
21	**Adjust/Repair Existing Sewer Lateral (0 EA SOP)**	30	EA		
				BASE BID TOTAL	

Revised per Addendum #1

1A	**Additional Mobilization/Demobilization (<5% of total alternate bid)**	1	LS		
2A	**Additional Pre-Construction Video**	1	LS		
3A	**Additional Soil and Erosion Control**	1	LS		
4A	**Additional Maintenance of Traffic**	1	LS		
5A	**Additional Survey Layout**	1	LS		
6A	**Remove /Replace Culvert**				
a	24" RCP (479 LF SOP)	510	LF		
b	18" RCP (174 LF SOP)	195	LF		
c	15" RCP (15 LF SOP)	30	LF		
7A	**Mitered End Sections**				
a	24" (28 EA SOP)	30	EA		
b	18" (10 EA SOP)	12	EA		
c	15" (2 EA SOP)	4	EA		
8A	**Regrade/Restore Swale (2200 LF SOP)**	2400	LF		
9A	**Additional Restoration**				
a	Concrete Driveway Remove and Replace (283 SY SOP)	315	SY		
b	Concrete Paver Driveway Remove/Repair (33 SY SOP)	50	SY		
10A	**As-builts**	1	LS		
				ADDITIVE ALTERNATE BID TOTAL	

Submitted by: _____

Contractor: _____

Address: _____

Telephone: _____ **Fax:** _____

State of Florida Contractor License Information

Licensee: _____ **License No.:** _____

Revised per Addendum #1

Mead & Hunt

Meeting Attendance Roster

Project name: ADD WM River Crossing
Project location:
Project number: FB-2026-0705
Date: 4/14/26

Client: City of Flagler Beach
Client representative:
Mead & Hunt, Inc. manager: David King
Mead & Hunt, Inc. phone: 386-337-3273

Name (Please print)	Representing	Telephone	E-mail
David King	Mead & Hunt	386-337-3273	david.king@meadhunt.com
Chris Mehegan	All State Civil Co	386-681-8105	cmehegan@allstatecivilcontractors.com
JIM CUNNINGHAM	SAN PIK, INC.	(407) 728-3885	J.CUNNINGHAM @ SANPIKINC.COM
Bill Freeman	FLAGLER BEACH	(386) 276-1007	BFreeman@cityofflaglerbeach.com
Joseph Grant	GPS Civil Construction, Inc.	386-872-5811	joseph@gpscivil.com
Jim Ramer	Flagler Beach	(386) 517-2042	JRamer@CityofFlaglerBeach.com
Orkun Buyukculha	Masci General Cont.	386 285 17 23	masciestimate@mascigc.com
Frank D'Alessandro	Southern Underground Industries	954-275-8336	FrankD@Southernundergroundindustries.com
Jenifer Crews	City Flagler Beac	386)285-7731	Jcrews@cityofflaglerbeach.com
TODD ANDERSON	CITY OF FLAGLER BCH	(386) 393-7861	TANDERSON@CITYOFFLAGLERBEACH.COM
Justin Isaacs	COFB	(386)986-9058	Jisaacs@cityofflaglerbeach.com

City of Flagler Beach
105 S. 2nd Street
Flagler Beach, Florida 32136
(386) 517 – 2000 ext. 233

ADDENDUM NO. 2

Additional Water Main River Crossing – Upland/Lambert Avenue Portion
City Invitation to Bid No.: FB-2026-0705
April 29, 2026

To All Plan Holders:

The following changes, clarifications and additions are hereby made as part of the bidding and contract documents for the above referenced project and prepared by the City of Flagler Beach as fully and completely as if the same were fully set forth therein.

The following are responses to inquiries received related to the Project Bid Documents. Questions are in plain text and responses are in ***bold/italic***

1. Is the contractor responsible for connecting the proposed water services to the existing water meters? ***Yes, the contractor is responsible for that work which is to be included in the bid unit price for the services.***
2. Is there an erosion control plan for this project? ***No, the Contractor is responsible for proper design and utilization of a sufficient soil and erosion control plan.***
3. What is the anticipated contract date for this project? ***Bid award is expected in June followed by contract execution and Notice to Proceed, thereafter.***
4. Regarding added pay item #21, what size sewer lateral does this pay item include? ***4-inch or 6-inch diameter per Addendum #1.***
5. Which pay item includes the removal of existing 2" galvanized water main if encountered? ***Suggest removal of potential existing 2-inch galvanized water main be included in pay item 6a 16" PVC Water Main Via Open Cut.***
6. Can you confirm Build America Buy America provisions are not required for this project as stated in Attachment M: Additional Procurement Clauses. Attachment M is in the list of documents required by the bidders, to accept the receipt of, execute and return. However, Attachment M itself says Not Required in the Title. ***The project is not subject to Build America Buy America or other contract provisions mentioned in Attachment M as this project is not FEMA or Federally funded.***

Disclaimer: It is the sole responsibility of bidder to confirm that all addenda have been received prior to submitting bid and acknowledge such in bid documents

END OF ADDENDUM 2

ATTACHMENT A

CERTIFICATE OF CORPORATION

Please include a copy of your Certificate of Corporation from the State of Florida with this attachment.

STATE OF FLORIDA

COUNTY OF Flagler

I HEREBY CERTIFY that a meeting of the Board of Directors of 4C's Trucking & Excavation, a corporation under the laws of the State of Florida, was held on May 5 2026. The following resolution was duly passed and adopted:

"RESOLVED, that Chelsea Herbert as _____ President of the corporation is hereby authorized to execute the Contract dated _____, 20____, between The City of Flagler Beach, a municipal corporation and this corporation, and that execution thereof, attested by the Secretary of the corporation and with corporate seal affixed, shall be the official act and deed of this corporation."

I further certify that said resolution is now in full force and effect.

IN WITNESS THEREOF, I have hereunto set my hand and affixed the official seal of the corporation

This 6th day of May, 2026.

_____
Corporate Secretary

END OF ATTACHMENT A

ATTACHMENT B

CONTRACTOR QUESTIONNAIRE

DATE: May 6, 2026

NAME OF BIDDER: 4C's Trucking & Excavation

BUSINESS ADDRESS: 331 Sawgrass Road Bunnell, Florida 32110

PHONE NUMBER: (386) 437-1257

CONTRACTOR'S FL LICENSE #: CGC1525599 CUC1226078 FPC15-000050

EXPIRATION DATE: August 31, 2026

The undersigned warrants the truth and accuracy of all statements and answers herein contained. Include additional sheets as necessary.

1. How many years has your organization been in business as a General Contractor?

4C'S has been licensed as a general contractor since August 2017.

2. How many years has your organization been in business as a Subcontractor?

4C'S has been in business since 2005 conducting work as a subcontractor.

3. Name of Superintendent and length of time with your company?

Adrian Herbert - 9 years

4. Describe in detail and give the date and owner, including phone numbers and contact person(s), of the last five (5) projects that you have completed similar in type, size, and nature as the project proposed?

Evolve Offsite - Evolve Companies - John McDonald, (336) 269 2208

Palm Coast 145 - Halifax Paving - Tyler Kirton, (386) 676 0200

The Cottages - DLP Capital - Jena Brancatella, (315) 783 5844

The Preserve - Summit Contracting - Carter Smith, (904) 874 9395

Palatka Heights - City of Palatka - Jonathan Griffith, (386) 972 8455

5. Have you ever failed, or been alleged to have failed, to complete work awarded to you? If so, please list the project and explain the reasons why?

No.

6. Have you ever failed, or been alleged to have failed, to complete work within the Contract Time? If so, please list the project and explain the reasons why?

No.

7. Have you ever been assessed liquidated damages, or had liquidated damages assessed against you? If so, please list the project and explain the reasons why?

No.

8. Have you ever had a bond or letter of credit called by the owner of a project? If so, when?

No.

9. Have you personally inspected the site of the proposed Work? Describe, in full, any anticipated problems with the site and your proposed solutions?

Yes we have and we do not see any issues at this time.

Bidder Name: 4C's Trucking & Excavation

Signature: _____

Title: President

Attach the corporate information sheet from the Florida Department of State, Division of Corporation's, web site.

ACKNOWLEDGEMENT

STATE OF FLORIDA

COUNTY OF Flagler

Sworn to (or affirmed) and subscribed before me by means of

online notarization ☐ *OR* physical presence ☑

this 6th day of May, 2026.

Personally Known ☑ *OR* Produced identification ☐

Type of Identification Produced: _____

_____

Signature of Notary Public

Print, Type or Stamp Commissioned Name of Notary Public below.

ELAINE F BRAMLITT
Notary Public - State of Florida
Commission # HH 707346
My Comm. Expires Aug 6, 2029
Bonded through National Notary Assn.

END OF ATTATCHMENT B

State of Florida
Department of State

I certify from the records of this office that 4 C ' S TRUCKING & EXCAVATION INC is a corporation organized under the laws of the State of Florida, filed on July 29, 2005, effective July 29, 2005.

The document number of this corporation is P05000106113.

I further certify that said corporation has paid all fees due this office through December 31, 2007, that its most recent annual report was filed on March 15, 2007, and 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 Florida, at Tallahassee, the Capital, this the Twelfth day of September, 2007

Secretary of State

Authentication ID: **400109378094-091207-P05000106113**

To authenticate this certificate,visit the following site, enter this ID, and then follow the instructions displayed.
www.sunbiz.org/auth.html

Detail by Entity Name

Florida Profit Corporation
4 C ' S TRUCKING & EXCAVATION INC

Filing Information

Document Number	P05000106113
FEI/EIN Number	20-3223285
Date Filed	07/29/2005
Effective Date	07/29/2005
State	FL
Status	ACTIVE
Last Event	AMENDMENT
Event Date Filed	04/01/2013
Event Effective Date	NONE

Principal Address

331 SAWGRASS ROAD
BUNNELL, FL 32110

Changed: 12/10/2013

Mailing Address

P O BOX 2682
BUNNELL, FL 32110

Registered Agent Name & Address

PALMETTO CHARTER SERVICES,INC
ONE DAYTONA BLVD
SUITE 600
DAYTONA BEACH, FL 32114

Name Changed: 07/07/2023

Address Changed: 05/20/2024

Officer/Director Detail

Name & Address

Title PRES

HERBERT, CHELSEA
P O BOX 2682
BUNNELL, FL 32110

Annual Reports

Report Year	Filed Date
2024	02/19/2024
2025	04/09/2025
2026	02/18/2026

Document Images

02/18/2026 -- ANNUAL REPORT	View image in PDF format
04/09/2025 -- ANNUAL REPORT	View image in PDF format
02/19/2024 -- ANNUAL REPORT	View image in PDF format
07/07/2023 -- AMENDED ANNUAL REPORT	View image in PDF format
06/16/2023 -- AMENDED ANNUAL REPORT	View image in PDF format
04/17/2023 -- ANNUAL REPORT	View image in PDF format
05/11/2022 -- ANNUAL REPORT	View image in PDF format
02/05/2021 -- ANNUAL REPORT	View image in PDF format
01/20/2020 -- ANNUAL REPORT	View image in PDF format
05/01/2019 -- ANNUAL REPORT	View image in PDF format
08/10/2018 -- ANNUAL REPORT	View image in PDF format
04/04/2017 -- ANNUAL REPORT	View image in PDF format
10/25/2016 -- AMENDED ANNUAL REPORT	View image in PDF format
01/25/2016 -- ANNUAL REPORT	View image in PDF format
05/07/2015 -- ANNUAL REPORT	View image in PDF format
03/04/2014 -- ANNUAL REPORT	View image in PDF format
09/06/2013 -- ANNUAL REPORT	View image in PDF format
04/09/2012 -- ANNUAL REPORT	View image in PDF format
02/24/2011 -- ANNUAL REPORT	View image in PDF format
01/03/2011 -- ANNUAL REPORT	View image in PDF format
02/23/2010 -- ANNUAL REPORT	View image in PDF format
08/17/2009 -- ANNUAL REPORT	View image in PDF format
01/14/2008 -- ANNUAL REPORT	View image in PDF format
03/15/2007 -- ANNUAL REPORT	View image in PDF format
01/12/2006 -- ANNUAL REPORT	View image in PDF format
07/29/2005 -- Domestic Profit	View image in PDF format

ATTACHMENT C

REQUIRED DISCLOSURE

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

None.

Bidder Name: 4C's Trucking & Excavation

Signature: _____

Title: President

Date: May 6, 2026

END OF ATTACHMENT C

ATTACHMENT D

BIDDER INFORMATION

List the full legal name of each officer of the Corporation.

President: Chelsea Herbert

Signature: _____ Date: May 6, 2026

Vice-President: _____

Signature: _____ Date: _____

Secretary: Chelsea Herbert

Signature: _____ Date: 5/6/26

Treasurer: _____

Signature: _____ Date: _____

List the Corporate Officer that will sign the contract: Chelsea Herbert

END OF ATTACHMENT D

ATTACHMENT E
EXPERIENCE OF BIDDER

Bidder Name: 4C's Trucking & Excavation

Authorized Signature: _____ Date: May 6, 2026

Is your company currently involved in any active litigation? _____Yes __X__No

If Yes, explain: _____

_____

_____

_____

Has your company ever been sued? _____Yes __X__No

If Yes, explain and/or submit court decision or judgment, as applicable: _____

_____

_____

_____

The Bidder must demonstrate the successful completion of three (3) projects of similar complexity, nature, size, and dollar amount of lift stations rehabilitations or new installations. Any material misrepresentation, as determined by the City of Flagler Beach, shall result in disqualification.

On the following pages, provide the requested information regarding experience within the past five (5) years on three (3) projects as listed above. These projects must be new or rehabilitation lift/pump station projects with submersible pumps, above ground piping and include an electrical control panel.

Project #1:

Contract Date: 01/04/2024

Contract Amount: $ 1,471,250.42

Project Name: Evolve Offsite (Formerly Known as Aviara)

Project Location: Palm Coast, Florida

General Scope of Work: 5,660 LF of direct bury 10" PVC Force Main and two directional drills.
6,520 LF of direct bury 12" PVC Water Main and 1 directional drill.

Client Name and Address: Evolve Companies
2918-A Martinsville Road
Greensboro, North Carolina, 27408

Client Contact Phone: John McDonald, Development Manager, (336) 269 2208

Client Contact Email: John@evolvecos.com

Was the project completed on schedule? X Yes _____No

Total Amount of Change Orders: $ 0.00

Reasons for Change Orders: _____

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

Contract Date: Completed 2024

Contract Amount: $ 2,950,090.70

Project Name: The Preserve at Flagler Beach

Project Location: Flagler Beach, Florida

General Scope of Work: Site work and underground utilities associated with the construction of The Preserve at Flagler Beach apartment complex. Scopes of work included NPDES monitoring, clearing, excavation, erosion control, grading, storm drainage, sanitary sewer, potable water and fire line.

Client Name and Address: Summit Contracting
7595 Baymeadows Way
Jacksonville, Florida 32256

Client Contact Phone: Carter Smith, Project Manager, (904) 874 9395

Client Contact Email: csmith@summit-contracting.com

Was the project completed on schedule? X Yes _____No

Total Amount of Change Orders: $ 1,257,069.20

Reasons for Change Orders: Added significant scope of work to the original contract including offsite roadway and storm drainage work. A 2,200 LF 12" water main extension down Roberts Road.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

Contract Date: Completed 2020

Contract Amount: $ 2,519,941.89

Project Name: Palatka Heights Water Main Improvements

Project Location: Palatka, Florida

General Scope of Work: 1,880 LF of 8" PVC water main, 5,188 LF of 6" PVC Water Main, 1,061 LF of 2" PVC Water Main and all associated fittings. 20" Jack and Bore under railroad crossing. Roadway, streetscape and hardscape in historical district including asphalt pavement, brick removal and restoration, concrete sidewalk and curbing.

Client Name and Address: City of Palatka and Ayres Associates

201 North 2nd Street
Palatka, Florida 32177

Client Contact Phone: (904) 669 2354, Daryl Myers P.E. or (386) 972 8455 Jonathan Griffith, Public Works Director

Client Contact Email: dmyers@hanson-inc.com

Was the project completed on schedule? X Yes ____ No

Total Amount of Change Orders: $ 508,526.18

Reasons for Change Orders: Added scope of work such as brick intersections, mill and resurface, road reconstruction.

END OF ATTACHMENT E

ATTACHMENT F

SWORN STATEMENT UNDER SECTION 287.133(3) (a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

This sworn statement is submitted to: **The City of Flagler Beach** (Public entity)

By: Chelsea Herbert, President
(Individual's name and title)

For: 4C's Trucking & Excavation
(Name of entity submitting sworn statement)

Whose business address is: 331 Sawgrass Road
Bunnell, Florida 32110

Federal Employer Identification Number (FEIN): 203223285

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement)

1. I understand that a "public entity crime" as defined in Section 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 with 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.
2. 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 crimes, with or without an adjudication of guilt, in any Federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

3. I understand that an "affiliate" as defined in Section 287.133(1)(a), Florida Statutes, means: A predecessor or successor of a person convicted of a public entity crime: or an entity under the control of any natural person who is active in the management of the entity and how 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 (1) 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 thirty-six
(36) months shall be considered an affiliate.
4. I understand that a "person" as defined in Section 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.

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 agent who is active in management of the entity, nor the 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 the officers, directors, executives, partners, shareholders, employees, members or agent who are active in management of the entity, or an affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity, or an affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

However, there has been a subsequent proceeding before an Administrative Law Jury of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Administrative Law Jury

determined that it was not in the 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 CITY OF FLAGLER IS FOR THE CITY 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 CITY PRIOR TO ENTERING IN TO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUES, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Signature: _____

Date: May 6, 2026

State of: Florida

County of: Flagler

ACKNOWLEDGEMENT

STATE OF FLORIDA
COUNTY OF Flagler

Sworn to (or affirmed) and subscribed before me by means of

online notarization ☐ *OR* physical presence ☑

this 6th day of MAY, 2026

Personally Known ☑ *OR* Produced identification ☐

Type of Identification Produced: _____

Signature of Notary Public

Print, type or stamp Commissioned Name of Notary Public below

ELAINE F BRAMLITT
Notary Public - State of Florida
Commission # HH 707346
My Comm. Expires Aug 6, 2029
Bonded through National Notary Assn.

END OF ATTACHMENT F

ATTACHMENT G AFFIDAVIT OF NON-COLLUSION

The undersigned bidder or agent, being duly sworn on oath, says that he/she has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to include anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding. He/She further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee gift, commission or thing of value on account of such sale.

OATH AND AFFIRMATION

I HEREBY AFFIRM UNDER THE PENALTIES FOR PERJURY THAT THE FACTS AND INFORMATION CONTAINED IN THE FOREGOING BID FOR PUBLIC WORKS ARE TRUE AND CORRECT.

Dated this 6th day of May, 20 26.

4C's Trucking & Excavation
(Bidder Name)

President
(Title)

(Signature)

ACKNOWLEDGEMENT

STATE OF FLORIDA
COUNTY OF FLAGLER

Sworn to (or affirmed) and subscribed before me by means of
online notarization ☐ *OR* physical presence ☑
this 6th day of MAY, 2026.
Personally Known ☑ *OR* Produced identification ☐
Type of Identification Produced:_____

Signature of Notary Public
Print, Type or Stamp Commissioned Name of Notary Public below

ELAINE F BRAMLITT
Notary Public - State of Florida
Commission # HH 707346
My Comm. Expires Aug 6, 2029
Bonded through National Notary Assn.

END OF ATTACHMENT G

ATTACHMENT H
CERTIFICATION OF NON-SEGREGATED FACILITIES

The Bidder certifies that they do not maintain or provide for their employees any segregated facilities at any of his establishments, and that they do not permit their employees to perform their services at any location, under their control, where segregated facilities are maintained. The Bidder certifies further that they will not maintain or provide for their employees any segregated facilities at any location under their control where segregated facilities are maintained. The Bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this Bid. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage and dressing areas, parking lots, drinking fountains, recreation or entertainment area, transportation and housing facilities provided for employees which are segregated by explicit directive, or are in fact segregated on the basis of race, color, religious disability or national origin, because of habit, local custom, or otherwise. The Bidder agrees that (except where they have obtained identical certifications from proposed subcontractors for specific time periods) they will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding $10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such certifications in his files.

The nondiscriminatory guidelines as promulgated in Section 202, Executive Order 11246, and as amended by Executive Order 11375 and as amended, relative to Equal Opportunity for all persons and implementations of rules and regulations prescribed by the United States Secretary of Labor are incorporated herein.

Name: Chelsea Herbert

Signature:

Date: 05/06/2025

Title: President

Official Address: PO Box 2682 - Bunnell, Florida 32110

END OF ATTACHMENT H

ATTACHMENT I
DRUG-FREE WORK PLACE

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that

4C'S Trucking & Excavation, Inc. does hereby: (Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are proposed a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will propose by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contender to, any violation of Chapter 893, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of the matters set forth above.

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

Name: Chelsea Herbert

Signature: _____

Date: May 6, 2026

Title: President

END OF ATTACHMENT I

ATTACHMENT J CONFLICT OF INTEREST STATEMENT

Before me, the undersigned authority, personally appeared Chelsea Herbert, who was duly sworn, deposes, and states:

1. I am the President of 4C'S Trucking & Excavation, Inc. with a local office in Bunnell, Florida and principal office in Bunnell, Florida.
2. The above-named entity is submitting an Expression of Interest for the City of Flagler Beach project described as bid number FB-2026-0705.
3. The Affiant has made diligent inquiry and provides the information contained in this Affidavit based upon his own knowledge.
4. The Affiant states that only one submittal for the above project is being submitted and that the above-named entity has no financial interest in other entities submitting proposals for the same project.
5. Neither the Affiant nor the above-named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive pricing in connection with the entity's submittal for the above project. This statement restricts the discussion of pricing data until the completion of negotiations and execution of the Agreement for this project.
6. Neither the entity nor its affiliates, nor any one associated with them, is presently suspended or otherwise ineligible from participating in contract lettings by any local, state, or federal agency.
7. Neither the entity, nor its affiliates, nor any one associated with them have any potential conflict of interest due to any other clients, contracts, or property interests for this project.
8. I certify that no member of the entity's ownership, management, or staff has a vested interest in any aspect of or Department of the City of Flagler Beach.
9. I certify that no member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with City of Flagler Beach.
10. In the event that a conflict of interest is identified in the provision of services, I, on behalf of the above-named entity, will immediately notify the City of Flagler Beach in writing.

Signature of Affiant

ACKNOWLEDGEMENT

STATE OF FLORIDA

COUNTY OF FLAGLER

Sworn to (or affirmed) and subscribed before me by means of

online notarization ☐ *OR* physical presence ☑

this 12th day of MAY, 2026

Personally Known ☑ *OR* Produced identification ☐

Type of Identification Produced: _____

Elaine F Bramlitt
Signature of Notary Public
Print, Type or Stamp Commissioned Name of Notary Public below:

ELAINE F BRAMLITT
Notary Public - State of Florida
Commission # HH 707346
My Comm. Expires Aug 6, 2029
Bonded through National Notary Assn.

END OF ATTACHMENT J

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

ATTACHMENT K
COMPLIANCE WITH THE PUBLIC RECORDS LAW

Upon award recommendation or thirty (30) days after receiving submittals, they become "public records" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Proposers must invoke the exemptions to disclosure provided by law in the response to the solicitation, and must identify the data or other materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary.

If the company submits information exempt from public disclosure, the company must identify with specificity which pages/paragraphs of their bid/proposal package are exempt from the Public Records Act, identifying the specific exemption section that applies to each. The protected information must be submitted to the City of Flagler Beach in a separate envelope marked accordingly.

Company Name: 4C's Trucking & Excavation

Authorized representative Printed Name: Chelsea Herbert

Authorized Representative Signature: _____

Date: May 6, 2026

END OF ATTACHMENT K

ATTACHMENT L
AMERICANS WITH DISABILITIES ACT AFFIDAVIT

The undersigned CONTRACTOR swears that the information herein contained is true and correct and that none of the information supplied was for the purpose of defrauding the CITY.

The CONTRACTOR will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The CONTRACTOR agrees to comply with the rules, regulations and relevant orders issued pursuant to the Americans with Disabilities Act (ADA), 42 USC s. 12101 et seq. It is understood that in no event shall the CITY be held liable for the actions or omissions of the CONTRACTOR or any other party or parties to the Agreement for failure to comply with the ADA. The CONTRACTOR agrees to hold harmless and indemnify the CITY, its agents, officers or employees from any and all claims, demands, debts, liabilities or causes of action of every kind or character, whether in law or equity, resulting from the CONTRACTOR's acts or omissions in connection with the ADA.

Name: Chelsea Herbert 4C's Trucking & Excavation

Authorized Signature: _____

Date: May 6, 2026

Title: President

Affix Corporate Seal:

ACKNOWLEDGEMENT

STATE OF FLORIDA
COUNTY OF Flagler

Sworn to (or affirmed) and subscribed before me by means of
online notarization ☐ *OR* physical presence ☑
this 6th day of May, 2026
Personally Known ☑ *OR* Produced identification ☐
Type of Identification Produced: _____

Signature of Notary Public
Print, Type or Stamp Commissioned Name of Notary Public below:

ELAINE F BRAMLITT
Notary Public - State of Florida
Commission # HH 707346
My Comm. Expires Aug 6, 2029
Bonded through National Notary Assn.

END OF ATTACHMENT L

ATTACHMENT M
ADDITIONAL PROCUREMENT CLAUSES FOR FEMA-RELATED PROJECTS – NOT REQUIRED

DETERMINATION FOR CAUSE AND CONVENIENCE

1.Contractor shall be considered in material default of the Agreement and such default shall be considered cause for the City to terminate the Agreement, in whole or in part, as further set forth in this Section 17, if Contractor: (i) fails to begin the Work under the Contract Documents within the time specified herein; (ii) fails to properly and timely perform the Work as directed by the City or as provided for in the approved Progress Schedule; (iii) performs the Work unsuitably or neglects or refuses to remove materials or to correct or replace such Work as may be rejected as unacceptable or unsuitable; (iv) discontinues the prosecution of the Work; (v) fails to resume Work which has been suspended within a reasonable time after being notified to resume Work; (vi) becomes insolvent or is declared bankrupt, or commits any act of bankruptcy; (vii) allows any final judgment to stand against it unsatisfied for more than ten (10) days; (viii) makes an assignment for the benefit of creditors; (ix) fails to obey any applicable codes, laws, ordinances, rules or regulations with respect to the Work; and/or (x) materially breaches any other provision of the Contract Documents.

2. City shall notify Contractor in writing of Contractor's default(s). If the City determines that Contractor has not remedied and cured the default(s) within seven (7) calendar days following receipt by Contractor of said written notice, then the City, at its option, without releasing or waiving its rights and remedies against the Contractor's sureties and without prejudice to any other right or remedy it may be entitled to hereunder or by law, may terminate all or any portion of the Work and any materials, tools, equipment, and appliances of Contractor, take assignments of any of Contractor's subcontracts and purchase orders, and complete all or any portion of Contractor's Work by whatever means, method or agency which the City, in its sole discretion, may choose.

3. If the City deems any of the foregoing remedies necessary, Contractor agrees that it shall not be entitled to receive any further payments hereunder until after the Project is completed. All monies expended and all of the costs, losses, damages, and extra expenses, including all management, administrative and other overhead and other direct and indirect expenses (including attorneys' fees) or damages incurred by the City incident to such completion, shall be deducted from the Contract Amount, and if such expenditures exceed the unpaid balance of the Contract Amount, Contractor agrees to pay promptly to City, on demand, the full amount of such excess, including costs of collection, attorneys' fee (including appeals) and interest thereon at the maximum legal rate of interest until paid. If the unpaid balance of the Contract Amount exceeds all such costs, expenditures and damages incurred by the City to complete the Work, such excess shall be paid to the Contractor. The amount to be paid to the Contractor or the City, as the case may be, and this obligation for payment shall survive termination of the Agreement.

4. The liability of Contractor hereunder shall extend to and include the full amount of any and all sums paid, expenses and losses incurred, damages sustained, and obligations assumed by the City in good faith under the belief that such payments or assumptions were necessary or required, in completing the Work and providing labor, materials, equipment, supplies, and other items therefore or re-letting the Work, in settlement, discharge or compromise of any claims, demands, suits and judgments pertaining to or arising out of the Work hereunder. If, after notice of termination of Contractor's right to proceed pursuant to this Section 17, it is determined for any reason that Contractor was not in default, or that its default was excusable, or that the City is not entitled to the remedies against Contractor provided herein, then Contractor's remedies against the City shall be the same as and limited to those afforded Contractor below under Subsection 18.1, below, regarding termination of the Agreement for convenience.

BUILD AMERICA BUY AMERICA ACT (BABAA)

The Office of Management and Budget (OMB) has revised its guidance in Title 3 of the Code of Federal Regulations (2CFR) to add a new part 184 and revise 3CRF §200.322. The new part 184 provides guidance to federal agencies on how to apply the domestic content procurement preference as set forth in the Build America, Buy America Act (BABAA) to federal financial assistance for infrastructure projects.

The revised provision in 2 CFR § 200.322 specifies that federal agencies providing federal financial assistance for infrastructure projects must implement the BABAA requirements set forth in 2 CFR part 184. This link's URL is https://www.ecfr.gov/current/title-2/subtitle-A/chapter-I/part-184.

DEBARMENT AND SUSPENSION

1. The City shall have the right to terminate the Agreement without cause upon seven (7) calendar days written notice to Contractor. In the event of such termination for convenience, Contractor's recovery against City shall be limited to (i) that portion of the Contract Amount earned through the date of termination; (ii) any retainage withheld up to the date of termination, and (iii) actual out-of-pocket costs arising directly and solely from termination of this Agreement not to exceed under any circumstance five percent (5%) of that portion of the Contract Amount earned through the date of termination. Contractor shall not be entitled to any other or further recovery against the City, including, but not limited to, damages or any anticipated profit on portions of the Work not performed.

2. The City shall have the right to suspend all or any portions of the Work upon giving Contractor two (2) calendar days' prior written notice of such suspension. If all or any portion of the Work is so suspended, Contractor's sole and exclusive remedy shall be to seek an extension of time to its schedule in accordance with the procedures set forth in the Contract Documents. In no event shall the Contractor be entitled to any additional compensation or damages. Provided, however, if the ordered suspension exceeds three (3) months, the Contractor shall have the right to terminate the Agreement with respect to that portion of the Work which is subject to the ordered suspension.

BYRD ANTI-LOBBYING AMENDMENT

Contractors who apply or bid for an award of more than $100,000 shall file the required certification. Each tier certifies to the tier above that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non- federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the federal awarding agency."

DAVIS-BACON ACT

As amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, 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. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor

regulations (29 CFR Part 3, "Contractors and Subcontractors on
Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or sub recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

CERTIFICATION

The undersigned certifies, to the best of his or her knowledge and belief, that:
No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure."

"The Contractor, CPH, LLC, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES

(a) *Definitions.* As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—

(b) *Prohibitions.*

(1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or

from certain entities for national security reasons.

(2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

(i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or

(iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) *Exceptions.*

(1) This clause does not prohibit contractors from providing—

(i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) By necessary implication and regulation, the prohibitions also do not apply to:
(i) Covered telecommunications equipment or services that: i. Are *not used* as a substantial or essential component of any system; *and* (ii). Are *not used* as critical technology of any system.

(iii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(d) *Reporting requirement.*

(1) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause: (i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity

(CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts.*
The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments."

Domestic Preferences for Procurements

As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

For purposes of this clause:
Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber."

Copyright and Data Rights:
The Contractor grants to the City of Flagler Beach, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Contractor will identify such data and grant to the City of Flagler Beach or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to the City of Flagler Beach data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the City of Flagler Beach.

END OF ATTACHMENT M

ATTACHMENT N
LIST OF PROPOSED SUBCONTRACTORS/SUPPLIERS

All subcontractors and major materials suppliers are subject to approval of Owner. In the table below, list all subcontractors and manufacturers of materials and/or equipment that are proposed to be utilized by the Contractor in the performance of this work. Use additional sheets as necessary.

Company Name	Description	Contact Name, Phone, and Email
Coastal Cable	Directional Drill - Services	Jay Flositz (386) 748 4185 Jcoastalcable@gmail.com
Strickland Sod and Landscaping	Sod	Colton Strickland, (386) 931 2198, stricksod@outlook.com
Ferguson Waterworks	Pipe and Fittings	Robert Ball, (407) 244 236, Robert.Ball@ferguson.com
County Materials	RCP	Rick Bolinger, (772) 453 1103, rick.bolinger@countymaterials.com

END OF ATTACHMENT N

ATTACHMENT O

LIST OF LICENSES and CERTIFICATIONS

License/Cert. Name	Number	Issuing Authority	Expiration Date
Certified General Contractor	CGC1525599	Florida Construction Industry Licensing Board/ DBPR	August 31, 2026
Certified Underground Contractor	CUC1226078	Florida Construction Industry Licensing Board/ DBPR	August 31, 2026
Underground Fire Contractor V	FPC15-00050	State of Florida CFO	May 31, 2025

END OF ATTACHMENT O

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

BARNEY, CHELSEA MARIE

4 C ' S TRUCKING & EXCAVATION INC
331 SAWGRASS ROAD
BUNNELL FL 32110

LICENSE NUMBER: CGC1525599

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 08/20/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE UNDERGROUND UTILITY & EXCAVATION CO HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

BARNEY, CHELSEA MARIE

4 C ' S TRUCKING & EXCAVATION INC
1965 OLD HAW CREEK ROAD
BUNNELL FL 32110

LICENSE NUMBER: CUC1226078

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 08/20/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

CHIEF FINANCIAL OFFICER
JoAnne Rice
DIVISION DIRECTOR

Bruce Gillingham
BUREAU CHIEF
Ronald Dilworth
SAFETY PROGRAM MANAGER

FLORIDA DEPARTMENT OF FINANCIAL SERVICES
DIVISION OF STATE FIRE MARSHAL
200 EAST GAINES STREET - Tallahassee, Florida 32399-0342
Tel. 850-413-3644

CERTIFICATE OF COMPETENCY
OFFICIAL COPY

THIS CERTIFIES THAT: Chelsea M. Herbert
PO Box 2682
Bunnell FL 32110

BUSINESS ORGANIZATION: 4 C's Trucking & Excavation Inc

Contractor V means a contractor whose business is limited to the execution of contracts requiring the ability to fabricate, install, inspect, alter, repair and service the underground piping for a fire protection system using water as the extinguishing agent beginning at the point of service as defined in the act and ending no more than 1 foot above the finished floor.

Issue Date:	07/01/2024
Type:	09
Class:	14
County:	Flagler
License/Permit #:	FPC15-000050
Expiration Date:	06/30/2026

THIS DOCUMENT HAS A WATERMARK. THE FRONT OF THE DOCUMENT HAS A MICRO-PRINT BORDER AND THERMOCHROMIC. ABSENCE OF THESE FEATURES WILL INDICATE A COPY.

CASHIER'S CHECK

SouthState

67-98/532

12346656

DATE 05/07/2026

PAY TO THE ORDER OF CITY OF FLAGLER BEACH ITB-FB-2026-0705

$71,096.00

$***71,096.00 DOLLARS

DOLLAR SEVEN ONE COMMA ZERO NINE SIX PERIOD ZERO ZERO

NOTICE TO THE CUSTOMER:
AS A CONDITION TO THIS INSTITUTION'S ISSUANCE OF THIS CHECK, PURCHASER AGREES TO PROVIDE DECLARATION OF LOSS PRIOR TO THE REFUND OR REPLACEMENT OF THIS CHECK IN THE EVENT IT IS LOST, MISPLACED, OR STOLEN. REFUNDS AND REPLACEMENTS CANNOT BE MADE FOR 90 DAYS AFTER ISSUANCE OF ORIGINAL CHECK.

RUB HERE COLOR FADES WITH HEAT

REMITTER: CHELSEA HERBERT

AUTHORIZED SIGNATURE

⑈ 12346656 ⑈ ⑆063114030⑆ 2200830098⑈

CASHIER'S CHECK

SouthState

CUSTOMER COPY

67-98/532

12346656

DATE 05/07/2026

PAY TO THE ORDER OF CITY OF FLAGLER BEACH

$71,096.00

$***71,096.00 DOLLARS

DOLLAR SEVEN ONE COMMA ZERO NINE SIX PERIOD ZERO ZERO

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REMITTER CHELSEA HERBERT

NON-NEGOTIABLE

AUTHORIZED SIGNATURE

COPY

COPY

Bid Number: FB-2026-0705
Bid Name: Additional Water Main River Crossing- Upland/Lambert Ave. Portion

45 Planholder(s) found

SupplierName	Base Bid Total	Additive /Alternate total of al work	Email	Address1	Address2	City	State	PostalCode	Phone
Accurate Drilling Systems, Inc.			Bids@accuratedrilling.com	49 N Industrial Loop		Labelle	FL	33935	8635174124
All State Civil Construction, Inc.	$1,302,956.36	$560,667.02	cfortie@allstatecivilconstructionfl.com	3602 Socha Way		Port Orange	FL	32129	(386) 256-2721
American Civil Construction Inc	$1,023,388.57	$449,836.83	robert.ackley@americancivilconstruction.com	77 Hargrove Grade		Palm Coast	FL	32137	3868473079
Arrow Site Services LLC			tsblaile@gmail.com	2285 Warden Trail		Ormond Beach	FL	32174	(386) 588-9509
Badger Drilling, LLC	$1,299,927.33	$508,969.13	bidbox@badgerdrillingllc.com	9980 Sandler Road		Jacksonville	FL	32222	(904) 379-0549
C.W.E. Construction LLC			Taylor@cwe-construction.com	8454 Moody Canal Rd		Saint Augustine	FL	32092	9049551047
Cathcart Construction Company - Florida, LLC			rmcclellan@cathcartconstructioncompany.com	1056 Willa Springs Drive		Winter Springs	FL	32708	4076292900
Civil Services Inc			jrenzi@csi-geo.com	2394 St. Johns Bluff Road, South		Jacksonville	FL	32246	9046411834
CMG Pipelines, Inc.	$1,592,552.00	$582,763.00	procurement@cmgpipelines.com	33 Hamlet St		Kenner	LA	70062	(904) 328-4716
Concurrent Power Services LLC			pjohnson@concurrentllc.net	2774 Carrier Ave.		Sanford	FL	32773	(321) 223-4759
ConstructConnect			content@constructconnect.com	3825 Edwards Rd	Suite 800	Cincinnati	OH	45209	8772271680
Core & Main			benjamin.strasser@coreandmain.com	4780 Calamondin Avenue		Orlando	FL	32926	3213399340
Crossroads Site Development LLC			crossroadsdu@aol.com	96 Driftwood Ave		Ormond Beach	FL	32176	3864533157
DBE Utility Services			dbeboring@yahoo.com	13387 Bryan Rd		Loxahatchee	FL	33470	5615083708
DDS Enterprises LLC			DDSEnterprisesLLC@yahoo.com	463 Shaw Lake Road		Pierson	FL	32180	(386) 490-5631
EAC Consulting, Inc.			nmallard@eacconsult.com	5959 Waterford District Drive	Suite 410	Miami	FL	33126	(305) 265-5400
EZ Contracting LLC	$1,890,110.00	$680,115.55	ed@ezcontractingfl.com	5324 56th Commerce Park Blvd		Tampa	FL	33610	8132529793
Ferguson Enterprises, LLC dba. Ferguson Waterworks			Michael.Catalano@Ferguson.com	31739 Red Tail Blvd.		Sorrento	FL	32776	9043863277
Ferreira Construction Company Inc.	$1,837,000.00	$380,875.00	tinog@ferreiraconstruction.com	31 Tannery Rd		Somerville	NJ	08876	(908) 534-8655
Florida construction and land corp			Charles@fcandlc.com	1230 Oakley Seaver drive Clermont Florida	311	Clermont	FL	34711	(352) 430-9286
Florida Hydroseeding & Erosion Control			estimating@flhydroseed.com	3458 SE Dixie Highway		STUART	FL	34997	(772) 888-2989
Garney Companies, Inc.			flestimating@garney.com	1700 Swift Street		North Kansas City	MO	64116	8167467206
General Underground			chrisbrown@generalunderground.com	186 S Euclid Ave		Chiefland	FL	32744	3054989433
Gibbs & Register Inc			EstimAdmin@gibbsreg.com	232 S. Dillard Street		Winter Garden	FL	34787-3592	4076546133
GPS Civil Construction, Inc.	$1,106,100.00	$473,100.00	gps@gpscivil.com	455 Walker Street		Holly Hill	FL	32117	3868725811
Gravity Services Inc.			Wiese@gravityservicesinc.com	P.O. Box 317		Deland	FL	32721	3865071818
Hayes Pipe Supply, Inc.			lorit@hayespipe.com	950 Fiber Glass Road		Nashville	TN	37210	6152554040
Hazen Construction			marniehazen@hazenconstruction.net	1599 Tionia Road		New Smyrna Beach	FL	32168	3863228700
J D Weber Construction Co.			joejr@jdweberconstruction.com	150 Business Center Dr		Ormond Beach	FL	32174	3866712727
JCA Surety Group			jb@jcasurety.com	1602 Georgia Blvd		Winter Park	FL	32803	4075754361
K3 Maintenance & Grading			K3maintenancellc@gmail.com	13450 US-301		Citra	FL	32113	3525023752
Lanzo Construction Company			estimating@lanzo.org	125 S.E. 5th Court		Deerfield Beach	FL	33441-4749	9549790802
Masci General Contractor, Inc.	$1,562,526.00	$925,863.00	masciestimate@mascigc.com	5751 White Acres Ln		Port Orange	FL	32127	(386) 322-4500
Mead & Hunt, Inc.			lauren.engle@meadhunt.com	6001 Westbound I20	Suite 214	Arlington	TX	76017	(813) 563-2776
R H MOORE & ASSOCIATES INC			info@rhmooreassociates.com	7834 Depot Lane		Tampa	FL	33637	8139880200
SanPik	$1,678,900.00	$762,440.00	jobs@sanpikinc.com	3551 W Lake Mary Blvd	Suite 210	Longwood	FL	32746	4077283885
Southeastern Surveying and Mapping Corporation			marketing@ssmc.us	6500 All American Blvd		Orlando	FL	32810	4072928580
Southern Underground Industries, Inc	$1,503,679.00	$732,108.00	frankd@southernundergroundindustries.com	794 S. Military Trail		Deerfield Beach	FL	33442	9545900322
Synergy Equipment			mmartinko@synergyequip.com	4256 Wicks Branch Rd		Saint Augustine	FL	32086	(904) 086-0377
Underground Solutions			ugsiae@undergroundsolutions.com	9444 Balboa Avenue	Suite 270	San Diego	CA	92123	8586799551
TB Landmark	$1,338,333.00	$888,888.00	madams@tblandmark.com	11220 New Berlin Rd		Jacksonville	FL	32226	9047511016
4C's Trucking & Excavation, Inc.	$1,042,776.04	$379,127.86	chelsea@4csconstruction.com	331 Sawgrass Road		Bunnell	FL	32110	3864371257

S.E. ClineConstruction, Inc.	$1,328,526.45	$364,322.05	info@clineconstruction.net	18 Utility Dr.		Palm Coast	FL	32137	3864466444

SECTION 00 01 01

CONTRACT DOCUMENTS FOR ADDITIONAL WATER MAIN RIVER CROSSING – UPLAND/LAMBERT AVE. PORTION

CITY PROJECT NO.: TBD

CITY INVITATION TO BID NO.: FB-2026-0705

APRIL 2026

DIVISION 00

BIDDING REQUIREMENTS, CONTRACT DOCUMENTS, AND FORMS

ADDITIONAL WATER MAIN RIVER CROSSING – UPLAND/LAMBERT AVE. PORTION

SPECIFICATION SECTIONS

SECTION	TITLE
DIVISION 00	BIDDING DOCUMENTS, CONTRACT DOCUMENTS AND FORMS
00 01 01	PROJECT TITLE PAGE
00 01 07	CERTIFICATIONS PAGE
00 01 50	FLORIDA TRENCH SAFETY ACT
00 11 13	ADVERTISEMENT FOR BIDS
00 11 53	REQUEST FOR QUALIFICATION FORMS
00 21 13	INSTRUCTIONS TO BIDDERS
00 22 13	STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT
00 22 15	SUPPLEMENTARY CONDITIONS
00 41 13	BID FORM
00 43 25	PERFORMANCE BOND
00 51 00	NOTICE OF AWARD
00 51 20	NOTICE TO PROCEED
00 61 10	WORK CHANGE DIRECTIVE FORM
00 62 50	NOTICE OF ACCEPTABILITY OF WORK
00 62 50	NOTICE OF ACCEPTABILITY OF WORK
00 64 25	CERTIFICATE OF SUBSTANTIAL COMPLETION
00 91 13	ISSUED ADDENDA
DIVISION 1 - GENERAL REQUIREMENTS	
01 11 00	SUMMARY OF WORK
01 20 00	MEASUREMENT AND PAYMENT
01 32 36	PRECONSTRUCTION VIDEO
01 32 16	PROJECT COMPLETION SCHEDULE
01 41 00	REGULATORY REQUIREMENTS AND PERMITS
01 42 13	ABBREVIATIONS & ACRONYMS
01 45 00	QUALITY CONTROL
01 55 26	TEMPORARY TRAFFIC CONTROL
01 77 00	CONTRACT CLOSEOUT

ATTACHMENTS

ATTACHMENT A	CERTIFICATE OF CORPORATION
ATTACHMENT B	CONTRACTOR QUESTIONNAIRE
ATTACHMENT C	REQUIRED DISCLOSURE
ATTACHMENT D	BIDDER INFORMATION
ATTACHMENT E	EXPERIENCE OF BIDDER
ATTACHMENT F	SWORN STATEMENT UNDER SECTION 287.133(3) (A), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES
ATTACHMENT G	AFFIDAVIT OF NON-COLLUSION
ATTACHMENT H	CERTIFICATION OF NON-SEGREGATED FACILITIES
ATTACHMENT I	DRUG-FREE WORK PLACE
ATTACHMENT J	CONFLICT OF INTEREST STATEMENT
ATTACHMENT K	COMPLIANCE WITH PUBLIC RECORDS LAW
ATTACHMENT L	AMERICANS WITH DISABILITIES ACT AFFIDAVIT
ATTACHMENT M	ADDITIONAL PURCHASING LANGUAGE
ATTACHMENT N	LIST OF LICENSES AND CERTIFICATIONS
ATTACHMENT O	LIST OF PROPOSED SUBCONTRACTORS/SUPPLIERS

END OF SECTION

CITY OF FLAGLER BEACH

ADVERTISEMENT FOR BID NO. FB-2026-0705

ADDITIONAL WATER MAIN RIVER CROSSING – UPLAND/LAMBERT AVE. PORTION

NOTICE IS HEREBY GIVEN THAT THE CITY OF FLAGER BEACH IS ISSUING THIS INVITATION TO BID (ITB) TO SOLICIT COMPETITIVE SEALED BIDS FROM LICENSED AND INSURED CONTRACTORS FOR THREE PUBLIC WORKS PROJECTS ACCORDING TO THE SCOPE OF WORK AND SPECIFICATIONS. BIDS WILL BE RECEIVED FOR A SINGLE PRIME CONTRACT. BIDS SHALL BE SUBMITTED AS A LUMP SUM WITH UNIT PRICES AS INDICATED IN THE BID FORM.

IT IS THE INTENT AND PURPOSE OF THE CITY OF FLAGER BEACH THAT THIS INVITATION TO BID (ITB) PROMOTES COMPETITIVE SELECTION. IT IS THE BIDDER'S RESPONSIBILITY TO ADVISE THE FINANCE DIRECTOR IF ANY LANGUAGE, REQUIREMENTS, ETC., OR ANY COMBINATION THEREOF, INADVERTENTLY RESTRICTS OR LIMITS THE REQUIREMENTS STATED IN THIS ITB

All applicants must be properly licensed and show proof of insurance, licenses, and certificates as required by all local, State of Florida, and Federal agencies. Successful applicants will obtain all required permitting as previously stated.

Interested contractors may secure the, bid forms and other pertinent information by visiting the city website bid page: http://www.cityofflaglerbeach.com/Bids.aspx.or the website www.demandstar.com Bid packages also may be obtained by contacting the City Clerk, Penny Overstreet at 386-517-2000 ext. 233 or poverstreet@cityofflaglerbeach.com

For further information, contact: Penny Overstreet, City Clerk
Preferred method of contact email: poverstreet@cityofflaglerbeach.com (386) 517-2000, ext. 233

A pre-bid meeting will be held at City Hall, 105 S. 2nd Street, Flagler Beach, Florida, on the date and time indicated below. No bids will be accepted by contractors who do not have representation at this meeting.

Sealed Bids must be addressed to the attention of **Penny Overstreet, City Clerk**. Sealed Bids must be received on or before 2:00 PM on May 7, 2026. **No bids will be accepted after this deadline.**

Sealed Bids must have the project title and bid number on outside of package. The City of Flagler Beach reserves the right to reject any and all Bids, to award all or segments of the project, and to waive any informality in Bids received, as may be in the best interest of the City.

MAILING ADDRESS:
105 S. 2nd Street
Flagler Beach, FL 32136

WALK-IN DELIVERY ADDRESS:
105 S. 2nd Street
Flagler Beach, FL 32136

Date of Distribution:	**April 9, 2026**
Pre-Bid Meeting:	**11:00 AM on April 14, 2026**
	Location – City Commission Chambers, 105 S. 2nd St.
Last Date for Questions:	**5:00 PM on April 27, 2026**
Last Date for Addenda if Needed:	**April 30, 2026**
BIDS DUE BY:	**2:00 PM on May 7, 2026**
	after which time they will be publicly opened and read aloud.
COMMISSION MEETING:	**TBD**
TOTAL CONSTRUCTION TIME:	**TBD**

END INVITATION TO BID

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SECTION 00 11 53
REQUEST FOR QUALIFICATION FORMS

Project Name: **ADDITIONAL WATER MAIN RIVER CROSSING – UPLAND/LAMBERT AVE. PORTION**

Company Name: _____

Contact Name: _____

E-mail Address: _____

Mailing Address: _____

_____

Phone Number: _____

Fax Number: _____

Contractor License Number: _____

The CITY will post addenda information at Onvia DemandStar, Inc., at the following web address: www.demandstar.com. For technical assistance with this website, please contact Onvia Services at 1-800-711-1712. All Bidders should check the Onvia DemandStar website at least seven (7) calendar days before the date fixed to verify information regarding Addenda. Failure to do so could result in rejection of the submittal as unresponsive. Bidders shall sign, date, and return all addenda with their bid. It is the sole responsibility of the Bidder to ensure he/she obtains information related to Addenda. Oral and other interpretations or clarifications will be without legal effect.

The following Addenda were received:

Addendum No._____ Date Received_____

Addendum No._____ Date Received_____

Addendum No._____ Date Received_____

Addendum No._____ Date Received_____

The Bidder acknowledges the receipt, execution, and return of the following attachments:

- Attachment A: Certificate of Corporation
- Attachment B: Contractor Questionnaire
- Attachment C: Required Disclosure
- Attachment D: Bidder Information
- Attachment E: Experience of Bidder
- Attachment F: Sworn Statement Under section 287.133(3) (a), Florida Statutes, on Public Entity Crimes
- Attachment G: Affidavit of Non-Collusion
- Attachment H: Certification of Non-Segregated Facilities
- Attachment I: Drug-Free Work Place
- Attachment J: Conflict of Interest Statement
- Attachment K: Compliance with Public Records Law
- Attachment L: Americans with Disabilities Act Affidavit
- Attachment M: Additional Procurement Clauses for FEMA Work – NOT REQUIRED
- Attachment N: List of Proposed Subcontractors/Suppliers
- Attachment O: List of Licenses and Certifications

Name: _____

Authorized Signature: _____

Date: _____

Title: _____

ACKNOWLEDGEMENT

STATE OF FLORIDA

COUNTY OF _____

_____
Signature of Notary Public
Print, Type or Stamp Commissioned Name of Notary Public below:

Sworn to (or affirmed) and subscribed before me by means of

online notarization ☐ *OR* physical presence ☐

this _____ day of _____, 20____.

Personally Known ☐ *OR* Produced identification ☐

Type of Identification Produced:_____

END OF SECTION

ATTACHMENT A

CERTIFICATE OF CORPORATION

Please include a copy of your Certificate of Corporation from the State of Florida with this attachment.

STATE OF FLORIDA

COUNTY OF_____

I HEREBY CERTIFY that a meeting of the Board of Directors of _____, a corporation under the laws of the State of _____, was held on _____20___. The following resolution was duly passed and adopted:

"RESOLVED, that _____as _____President of the corporation is hereby authorized to execute the Contract dated _____, 20_____, between The City of Flagler Beach, a municipal corporation and this corporation, and that execution thereof, attested by the Secretary of the corporation and with corporate seal affixed, shall be the official act and deed of this corporation."

I further certify that said resolution is now in full force and effect.

IN WITNESS THEREOF, I have hereunto set my hand and affixed the official seal of the corporation

This _____day of _____, 20_____.

_____
Corporate Secretary

END OF ATTACHMENT A

ATTACHMENT B

CONTRACTOR QUESTIONNAIRE

DATE: _____

NAME OF BIDDER: _____

BUSINESS ADDRESS: _____

PHONE NUMBER: _____

CONTRACTOR'S FL LICENSE #: _____

EXPIRATION DATE: _____

The undersigned warrants the truth and accuracy of all statements and answers herein contained. Include additional sheets as necessary.

1. How many years has your organization been in business as a General Contractor?

_____

_____

_____

2. How many years has your organization been in business as a Subcontractor?

_____

_____

_____

3. Name of Superintendent and length of time with your company?

_____

_____

_____

4. Describe in detail and give the date and owner, including phone numbers and contact person(s), of the last five (5) projects that you have completed similar in type, size, and nature as the project proposed?

5. Have you ever failed, or been alleged to have failed, to complete work awarded to you? If so, please list the project and explain the reasons why?

6. Have you ever failed, or been alleged to have failed, to complete work within the Contract Time? If so, please list the project and explain the reasons why?

7. Have you ever been assessed liquidated damages, or had liquidated damages assessed against you? If so, please list the project and explain the reasons why?

8. Have you ever had a bond or letter of credit called by the owner of a project? If so, when?

9. Have you personally inspected the site of the proposed Work? Describe, in full, any anticipated problems with the site and your proposed solutions?

_____

_____

_____

Bidder Name: _____

Signature: _____

Title: _____

Attach the corporate information sheet from the Florida Department of State, Division of Corporation's, web site.

ACKNOWLEDGEMENT

STATE OF FLORIDA

COUNTY OF _____

_____
Signature of Notary Public
Print, Type or Stamp Commissioned Name of Notary Public below:

Sworn to (or affirmed) and subscribed before me by means of

online notarization ☐ *OR* physical presence ☐

this _____ day of _____, 20____.

Personally Known ☐ *OR* Produced identification ☐

Type of Identification Produced:_____

END OF ATTATCHMENT B

ATTACHMENT C

REQUIRED DISCLOSURE

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

Bidder Name: _____

Signature: _____

Title: _____

Date: _____

END OF ATTACHMENT C

ATTACHMENT D

BIDDER INFORMATION

List the full legal name of each officer of the Corporation.

President: _____

Signature: _____Date: _____

Vice-President: _____

Signature: _____Date: _____

Secretary: _____

Signature: _____Date: _____

Treasurer: _____

Signature: _____Date: _____

List the Corporate Officer that will sign the contract: _____

END OF ATTACHMENT D

ATTACHMENT E
EXPERIENCE OF BIDDER

Bidder Name: _____

Authorized Signature: _____Date: _____

Is your company currently involved in any active litigation? _____Yes _____No

If Yes, explain: _____

_____

_____

_____

Has your company ever been sued? _____Yes _____No

If Yes, explain and/or submit court decision or judgment, as applicable: _____

_____

_____

_____

The Bidder must demonstrate the successful completion of three (3) projects of similar complexity, nature, size, and dollar amount of lift stations rehabilitations or new installations. Any material misrepresentation, as determined by the City of Flagler Beach, shall result in disqualification.

On the following pages, provide the requested information regarding experience within the past five (5) years on three (3) projects as listed above. These projects must be new or rehabilitation lift/pump station projects with submersible pumps, above ground piping and include an electrical control panel.

Project #1:

Contract Date: _____

Contract Amount: $ _____

Project Name: _____

Project Location: _____

General Scope of Work: _____

_____

Client Name and Address: _____

_____

_____

Client Contact Phone: _____

Client Contact Email: _____

Was the project completed on schedule? _____Yes _____No

Total Amount of Change Orders: $_____

Reasons for Change Orders: _____

_____

_____

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Contract Date: _____

Contract Amount: $ _____

Project Name: _____

Project Location: _____

General Scope of Work: _____

_____

Client Name and Address: _____

_____

_____

Client Contact Phone: _____

Client Contact Email: _____

Was the project completed on schedule? _____Yes _____No

Total Amount of Change Orders: $_____

Reasons for Change Orders: _____

_____

_____

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

Contract Date: _____

Contract Amount: $ _____

Project Name: _____

Project Location: _____

General Scope of Work: _____

_____

Client Name and Address: _____

_____

_____

Client Contact Phone: _____

Client Contact Email: _____

Was the project completed on schedule? _____Yes _____No

Total Amount of Change Orders: $_____

Reasons for Change Orders: _____

END OF ATTACHMENT E

ATTACHMENT F

SWORN STATEMENT UNDER SECTION 287.133(3) (a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

This sworn statement is submitted to: **The City of Flagler Beach** (Public entity)

By: _____
(Individual's name and title)

For: _____
(Name of entity submitting sworn statement)

Whose business address is: _____

_____

Federal Employer Identification Number (FEIN): _____

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement)

1. I understand that a "public entity crime" as defined in Section 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 with 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.
2. 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 crimes, with or without an adjudication of guilt, in any Federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

3. I understand that an "affiliate" as defined in Section 287.133(1)(a), Florida Statutes, means: A predecessor or successor of a person convicted of a public entity crime: or an entity under the control of any natural person who is active in the management of the entity and how 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 (1) 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 thirty-six
(36) months shall be considered an affiliate.
4. I understand that a "person" as defined in Section 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.

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.)

_____Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agent who is active in management of the entity, nor the 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 the officers, directors, executives, partners, shareholders, employees, members or agent who are active in management of the entity, or an affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity, or an affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

However, there has been a subsequent proceeding before an Administrative Law Jury of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Administrative Law Jury

determined that it was not in the 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 CITY OF FLAGLER IS FOR THE CITY 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 CITY PRIOR TO ENTERING IN TO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUES, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Signature: _____

Date: _____

State of: _____

County of: _____

ACKNOWLEDGEMENT

STATE OF FLORIDA

COUNTY OF _____

_____
Signature of Notary Public
Print, Type or Stamp Commissioned Name of Notary Public below:

Sworn to (or affirmed) and subscribed before me by means of

online notarization ☐ *OR* physical presence ☐

this _____ day of _____, 20____.

Personally Known ☐ *OR* Produced identification ☐

Type of Identification Produced:_____

END OF ATTACHMENT F

ATTACHMENT G AFFIDAVIT OF NON-COLLUSION

The undersigned bidder or agent, being duly sworn on oath, says that he/she has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to include anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding. He/She further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee gift, commission or thing of value on account of such sale.

OATH AND AFFIRMATION

I HEREBY AFFIRM UNDER THE PENALTIES FOR PERJURY THAT THE FACTS AND INFORMATION CONTAINED IN THE FOREGOING BID FOR PUBLIC WORKS ARE TRUE AND CORRECT.

Dated this _____day of _____, 20 ____.

_____
(Bidder Name)

_____
(Title)

_____
(Signature)

ACKNOWLEDGEMENT

STATE OF FLORIDA

COUNTY OF _____

_____
Signature of Notary Public
Print, Type or Stamp Commissioned Name of Notary Public below:

Sworn to (or affirmed) and subscribed before me by means of

online notarization ☐ *OR* physical presence ☐

this _____ day of _____, 20____.

Personally Known ☐ *OR* Produced identification ☐

Type of Identification Produced:_____

END OF ATTACHMENT G

ATTACHMENT H
CERTIFICATION OF NON-SEGREGATED FACILITIES

The Bidder certifies that they do not maintain or provide for their employees any segregated facilities at any of his establishments, and that they do not permit their employees to perform their services at any location, under their control, where segregated facilities are maintained. The Bidder certifies further that they will not maintain or provide for their employees any segregated facilities at any location under their control where segregated facilities are maintained. The Bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this Bid. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage and dressing areas, parking lots, drinking fountains, recreation or entertainment area, transportation and housing facilities provided for employees which are segregated by explicit directive, or are in fact segregated on the basis of race, color, religious disability or national origin, because of habit, local custom, or otherwise. The Bidder agrees that (except where they have obtained identical certifications from proposed subcontractors for specific time periods) they will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding $10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such certifications in his files.

The nondiscriminatory guidelines as promulgated in Section 202, Executive Order 11246, and as amended by Executive Order 11375 and as amended, relative to Equal Opportunity for all persons and implementations of rules and regulations prescribed by the United States Secretary of Labor are incorporated herein.

Name: _____

Signature: _____

Date: _____

Title: _____

Official Address: _____

END OF ATTACHMENT H

ATTACHMENT I
DRUG-FREE WORK PLACE

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that

_____ does hereby: (Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are proposed a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will propose by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contender to, any violation of Chapter 893, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of the matters set forth above.

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

Name: _____

Signature: _____

Date: _____

Title: _____

END OF ATTACHMENT I

ATTACHMENT J CONFLICT OF INTEREST STATEMENT

Before me, the undersigned authority, personally appeared _____, who was duly sworn, deposes, and states:

1. I am the _____of _____with a local office in _____and principal office in _____.
2. The above-named entity is submitting an Expression of Interest for the City of Flagler Beach project described as bid number _____.
3. The Affiant has made diligent inquiry and provides the information contained in this Affidavit based upon his own knowledge.
4. The Affiant states that only one submittal for the above project is being submitted and that the above-named entity has no financial interest in other entities submitting proposals for the same project.
5. Neither the Affiant nor the above-named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive pricing in connection with the entity's submittal for the above project. This statement restricts the discussion of pricing data until the completion of negotiations and execution of the Agreement for this project.
6. Neither the entity nor its affiliates, nor any one associated with them, is presently suspended or otherwise ineligible from participating in contract lettings by any local, state, or federal agency.
7. Neither the entity, nor its affiliates, nor any one associated with them have any potential conflict of interest due to any other clients, contracts, or property interests for this project.
8. I certify that no member of the entity's ownership, management, or staff has a vested interest in any aspect of or Department of the City of Flagler Beach.
9. I certify that no member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with City of Flagler Beach.
10. In the event that a conflict of interest is identified in the provision of services, I, on behalf of the above-named entity, will immediately notify the City of Flagler Beach in writing.

_____

Signature of Affiant

ACKNOWLEDGEMENT

STATE OF FLORIDA

COUNTY OF _____

_____
Signature of Notary Public
Print, Type or Stamp Commissioned Name of Notary Public below:

Sworn to (or affirmed) and subscribed before me by means of

online notarization ☐ *OR* physical presence ☐

this _____ day of _____, 20____.

Personally Known ☐ *OR* Produced identification ☐

Type of Identification Produced:_____

END OF ATTACHMENT J

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ATTACHMENT K
COMPLIANCE WITH THE PUBLIC RECORDS LAW

Upon award recommendation or thirty (30) days after receiving submittals, they become "public records" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Proposers must invoke the exemptions to disclosure provided by law in the response to the solicitation, and must identify the data or other materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary.

If the company submits information exempt from public disclosure, the company must identify with specificity which pages/paragraphs of their bid/proposal package are exempt from the Public Records Act, identifying the specific exemption section that applies to each. The protected information must be submitted to the City of Flagler Beach in a separate envelope marked accordingly.

Company Name: _____

Authorized representative Printed Name: _____

Authorized Representative Signature: _____

Date: _____

END OF ATTACHMENT K

ATTACHMENT L

AMERICANS WITH DISABILITIES ACT AFFIDAVIT

The undersigned CONTRACTOR swears that the information herein contained is true and correct and that none of the information supplied was for the purpose of defrauding the CITY.

The CONTRACTOR will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The CONTRACTOR agrees to comply with the rules, regulations and relevant orders issued pursuant to the Americans with Disabilities Act (ADA), 42 USC s. 12101 et seq. It is understood that in no event shall the CITY be held liable for the actions or omissions of the CONTRACTOR or any other party or parties to the Agreement for failure to comply with the ADA. The CONTRACTOR agrees to hold harmless and indemnify the CITY, its agents, officers or employees from any and all claims, demands, debts, liabilities or causes of action of every kind or character, whether in law or equity, resulting from the CONTRACTOR's acts or omissions in connection with the ADA.

Name: _____

Authorized Signature: _____

Date: _____

Title: _____

Affix Corporate Seal:

ACKNOWLEDGEMENT

STATE OF FLORIDA

COUNTY OF _____

_____
Signature of Notary Public
Print, Type or Stamp Commissioned Name of Notary Public below:

Sworn to (or affirmed) and subscribed before me by means of

online notarization ☐ *OR* physical presence ☐

this _____ day of _____, 20____.

Personally Known ☐ *OR* Produced identification ☐

Type of Identification Produced:_____

END OF ATTACHMENT L

ATTACHMENT M
ADDITIONAL PROCUREMENT CLAUSES FOR FEMA-RELATED PROJECTS – NOT REQUIRED

DETERMINATION FOR CAUSE AND CONVENIENCE

1.Contractor shall be considered in material default of the Agreement and such default shall be considered cause for the City to terminate the Agreement, in whole or in part, as further set forth in this Section 17, if Contractor: (i) fails to begin the Work under the Contract Documents within the time specified herein; (ii) fails to properly and timely perform the Work as directed by the City or as provided for in the approved Progress Schedule; (iii) performs the Work unsuitably or neglects or refuses to remove materials or to correct or replace such Work as may be rejected as unacceptable or unsuitable; (iv) discontinues the prosecution of the Work; (v) fails to resume Work which has been suspended within a reasonable time after being notified to resume Work; (vi) becomes insolvent or is declared bankrupt, or commits any act of bankruptcy; (vii) allows any final judgment to stand against it unsatisfied for more than ten (10) days; (viii) makes an assignment for the benefit of creditors; (ix) fails to obey any applicable codes, laws, ordinances, rules or regulations with respect to the Work; and/or (x) materially breaches any other provision of the Contract Documents.

2. City shall notify Contractor in writing of Contractor's default(s). If the City determines that Contractor has not remedied and cured the default(s) within seven (7) calendar days following receipt by Contractor of said written notice, then the City, at its option, without releasing or waiving its rights and remedies against the Contractor's sureties and without prejudice to any other right or remedy it may be entitled to hereunder or by law, may terminate all or any portion of the Work and any materials, tools, equipment, and appliances of Contractor, take assignments of any of Contractor's subcontracts and purchase orders, and complete all or any portion of Contractor's Work by whatever means, method or agency which the City, in its sole discretion, may choose.

3. If the City deems any of the foregoing remedies necessary, Contractor agrees that it shall not be entitled to receive any further payments hereunder until after the Project is completed. All monies expended and all of the costs, losses, damages, and extra expenses, including all management, administrative and other overhead and other direct and indirect expenses (including attorneys' fees) or damages incurred by the City incident to such completion, shall be deducted from the Contract Amount, and if such expenditures exceed the unpaid balance of the Contract Amount, Contractor agrees to pay promptly to City, on demand, the full amount of such excess, including costs of collection, attorneys' fee (including appeals) and interest thereon at the maximum legal rate of interest until paid. If the unpaid balance of the Contract Amount exceeds all such costs, expenditures and damages incurred by the City to complete the Work, such excess shall be paid to the Contractor. The amount to be paid to the Contractor or the City, as the case may be, and this obligation for payment shall survive termination of the Agreement.

4. The liability of Contractor hereunder shall extend to and include the full amount of any and all sums paid, expenses and losses incurred, damages sustained, and obligations assumed by the City in good faith under the belief that such payments or assumptions were necessary or required, in completing the Work and providing labor, materials, equipment, supplies, and other items therefore or re-letting the Work, in settlement, discharge or compromise of any claims, demands, suits and judgments pertaining to or arising out of the Work hereunder. If, after notice of termination of Contractor's right to proceed pursuant to this Section 17, it is determined for any reason that Contractor was not in default, or that its default was excusable, or that the City is not entitled to the remedies against Contractor provided herein, then Contractor's remedies against the City shall be the same as and limited to those afforded Contractor below under Subsection 18.1, below, regarding termination of the Agreement for convenience.

BUILD AMERICA BUY AMERICA ACT (BABAA)

The Office of Management and Budget (OMB) has revised its guidance in Title 3 of the Code of Federal Regulations (2CFR) to add a new part 184 and revise 3CRF §200.322. The new part 184 provides guidance to federal agencies on how to apply the domestic content procurement preference as set forth in the Build America, Buy America Act (BABAA) to federal financial assistance for infrastructure projects.

The revised provision in 2 CFR § 200.322 specifies that federal agencies providing federal financial assistance for infrastructure projects must implement the BABAA requirements set forth in 2 CFR part 184. This link's URL is https://www.ecfr.gov/current/title-2/subtitle-A/chapter-I/part-184.

DEBARMENT AND SUSPENSION

1. The City shall have the right to terminate the Agreement without cause upon seven (7) calendar days written notice to Contractor. In the event of such termination for convenience, Contractor's recovery against City shall be limited to (i) that portion of the Contract Amount earned through the date of termination; (ii) any retainage withheld up to the date of termination, and (iii) actual out-of-pocket costs arising directly and solely from termination of this Agreement not to exceed under any circumstance five percent (5%) of that portion of the Contract Amount earned through the date of termination. Contractor shall not be entitled to any other or further recovery against the City, including, but not limited to, damages or any anticipated profit on portions of the Work not performed.

2. The City shall have the right to suspend all or any portions of the Work upon giving Contractor two (2) calendar days' prior written notice of such suspension. If all or any portion of the Work is so suspended, Contractor's sole and exclusive remedy shall be to seek an extension of time to its schedule in accordance with the procedures set forth in the Contract Documents. In no event shall the Contractor be entitled to any additional compensation or damages. Provided, however, if the ordered suspension exceeds three (3) months, the Contractor shall have the right to terminate the Agreement with respect to that portion of the Work which is subject to the ordered suspension.

BYRD ANTI-LOBBYING AMENDMENT

Contractors who apply or bid for an award of more than $100,000 shall file the required certification. Each tier certifies to the tier above that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non- federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the federal awarding agency."

DAVIS-BACON ACT

As amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, 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. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor

regulations (29 CFR Part 3, "Contractors and Subcontractors on
Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or sub recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

CERTIFICATION

The undersigned certifies, to the best of his or her knowledge and belief, that:
No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure."

"The Contractor, CPH, LLC, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES

(a) *Definitions.* As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—

(b) *Prohibitions.*

(1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or

from certain entities for national security reasons.

(2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

(i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or

(iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) *Exceptions.*

(1) This clause does not prohibit contractors from providing—

(i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) By necessary implication and regulation, the prohibitions also do not apply to:
(i) Covered telecommunications equipment or services that: i. Are *not used* as a substantial or essential component of any system; *and* (ii). Are *not used* as critical technology of any system.

(iii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(d) *Reporting requirement.*

(1) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause: (i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity

(CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts.*
The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments."

Domestic Preferences for Procurements

As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

For purposes of this clause:
Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber."

Copyright and Data Rights:
The Contractor grants to the City of Flagler Beach, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Contractor will identify such data and grant to the City of Flagler Beach or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to the City of Flagler Beach data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the City of Flagler Beach.

END OF ATTACHMENT M

ATTACHMENT N
LIST OF PROPOSED SUBCONTRACTORS/SUPPLIERS

All subcontractors and major materials suppliers are subject to approval of Owner. In the table below, list all subcontractors and manufacturers of materials and/or equipment that are proposed to be utilized by the Contractor in the performance of this work. Use additional sheets as necessary.

Company Name	Description	Contact Name, Phone, and Email

END OF ATTACHMENT N

ATTACHMENT O

LIST OF LICENSES and CERTIFICATIONS

License/Cert. Name	Number	Issuing Authority	Expiration Date

END OF ATTACHMENT O

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INSTRUCTIONS TO BIDDERS TABLE OF CONTENTS

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ARTICLE 1 – DEFINED TERMS

1.01 Terms used in these Instructions to Bidders have the meanings indicated in the General Conditions and Supplementary Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below:

A. *Issuing Office* – The office from which the Bidding Documents are to be issued.

NOTE(S) TO USER:

1. *In addition to terms specifically defined, terms with initial capital letters in the Bidding Requirements include references to identified articles and paragraphs, and the titles of other documents or forms.*
2. *Additional defined terms applicable to the Bidding Requirements should be included here and should be used uniformly throughout the Bidding Requirements with initial capitals. Additional defined terms applicable to the Contract Documents should be included in the Supplementary Conditions. Note the difference in the meanings of the terms "Bidding Requirements" and "Bidding Documents," as defined in the General Conditions, Paragraph 1.01.A.*
3. *It is strongly recommended that the Issuing Office be identified in the invitation to bid or advertisement. See EJCDC® C-111, Suggested Advertisement for Bids for Construction Contracts. If not, it should be identified in these Instructions.*

ARTICLE 2 – COPIES OF BIDDING DOCUMENTS

2.01 Complete sets of the Bidding Documents may be obtained from the Issuing Office as stated in the advertisement or invitation to bid.

2.02 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.

2.03 Owner and Engineer, in making copies of Bidding Documents available on the above terms, do so only for the purpose of obtaining Bids for the Work and do not authorize or confer a license for any other use.

ARTICLE 3 – QUALIFICATIONS OF BIDDERS

3.01 To demonstrate Bidder's qualifications to perform the Work, Bidder shall submit all qualification forms listed below which are included in the bid documents:

A. Attachment A - Certificate of Corporation

B. Attachment B – Contractor Questionnaire

C. Attachment C - Required Disclosure

D. Attachment D - Bidder Information

E. Attachment E - Experience of Bidder

F. Attachment F – Sworn Statement Under Section 287.133(3) (A), Florida Statutes, on Public Entity Crimes

G. Attachment G - Affidavit of Non-Collusion

H. Attachment H - Certification of Non-Segregated Facilities

I. Attachment I - Drug-Free Workplace

J. Attachment J - Conflict of Interest Statement

K. Attachment K - Compliance with Public Records Law

L. Attachment L - Americans with Disabilities Act Affidavit

M. Attachment M - List of Licenses and Certifications

N. Attachment N - List of Proposed Subcontractors/Suppliers

O. Attachment O - List of Proposed Equipment

3.02 A Bidder's failure to submit required qualification information shall disqualify Bidder from receiving an award of the Contract.

3.03 No requirement in this Article 3 to submit information will prejudice the right of Owner to seek additional pertinent information regarding Bidder's qualifications.

3.04 Bidder is advised to carefully review those portions of the Bid Form requiring Bidder's representations and certifications.

ARTICLE 4 – SITE AND OTHER AREAS; EXISTING SITE CONDITIONS; EXAMINATION OF SITE; OWNER'S SAFETY PROGRAM; OTHER WORK AT THE SITE

4.01 *Site and Other Areas*

A. The Site is identified in the Bidding Documents. By definition, the Site includes rights-of-way, easements, and other lands furnished by Owner for the use of the Contractor. Any additional lands required for temporary construction facilities, construction equipment, or storage of materials and equipment, and any access needed for such additional lands, are to be obtained and paid for by Contractor.

4.02 *Existing Site Conditions*

A. Subsurface and Physical Conditions; Hazardous Environmental Conditions

1. The Supplementary Conditions identify:

a. those reports known to Owner of explorations and tests of subsurface conditions at or adjacent to the Site.

b. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities).

c. reports and drawings known to Owner relating to Hazardous Environmental

Conditions that have been identified at or adjacent to the Site.

d. Technical Data contained in such reports and drawings.

2. The Technical Data contained therein upon whose accuracy Bidder is entitled to rely, as provided in the General Conditions, has been identified and established in the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any Technical Data or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings. If the Supplementary Conditions do not identify Technical Data, the default definition Technical Data set forth in Article 1 of the General Conditions will apply.

3. Geotechnical Baseline Report: The Bidding Documents contain a Geotechnical Baseline Report (GBR). The GBR describes certain select subsurface conditions that are anticipated to be encountered by Contractor during construction in specified locations ("Baseline Conditions"). The GBR is a Contract Document.

The Baseline Conditions in the GBR are intended to reduce uncertainty and the degree of contingency in submitted Bids. However, Bidders cannot rely solely on the Baseline Conditions. Bids should be based on a comprehensive approach that includes an independent review and analysis of the GBR, all other Contract Documents, Technical Data, other available information, and observable surface conditions. Not all potential subsurface conditions are baselined.

Nothing in the GBR is intended to relieve Bidders of the responsibility to make their own determinations regarding construction costs, bidding strategies, and Bid prices, nor of the responsibility to select and be responsible for the means, methods, techniques, sequences, and procedures of construction, and for safety precautions and programs incident thereto.

B. Underground Facilities: Information and data shown or indicated in the Bidding Documents with respect to existing Underground Facilities at or adjacent to the Site are set forth in the Contract Documents and are based upon information and data furnished to Owner and Engineer by owners of such Underground Facilities, including Owner, or others.

C. Adequacy of Data: Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to subsurface conditions, other physical conditions, and Underground Facilities, and possible changes in the Bidding Documents due to differing or unanticipated subsurface or physical conditions appear in Paragraphs 5.03, 5.04, and 5.05 of the General Conditions. Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to a Hazardous Environmental Condition at the Site, if any, and possible changes in the Contract Documents due to any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work, appear in Paragraph 5.06 of the General Conditions.

4.03 *Site Visit and Testing by Bidders*

A. Bidder shall conduct the required Site visit during normal working hours, and shall not disturb any ongoing operations at the Site.

B. Bidder is not required to conduct any subsurface testing, or exhaustive investigations of Site conditions.

C. On request, and to the extent Owner has control over the Site, and schedule permitting, the Owner will provide Bidder access to the Site to conduct such additional examinations, investigations, explorations, tests, and studies as Bidder deems necessary for preparing and submitting a successful Bid. Owner will not have any obligation to grant such access if doing so is not practical because of existing operations, security or safety concerns, or restraints on Owner's authority regarding the Site.

D. Bidder shall comply with all applicable Laws and Regulations regarding excavation and location of utilities, obtain all permits, and comply with all terms and conditions established by Owner or by property owners or other entities controlling the Site with respect to schedule, access, existing operations, security, liability insurance, and applicable safety programs.

E. Bidder shall fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies.

4.04 *Owner's Safety Program*

A. Site visits and work at the Site may be governed by an Owner safety program. As the General Conditions indicate, if an Owner safety program exists, it will be noted in the Supplementary Conditions.

4.05 *Other Work at the Site*

A. Reference is made to Article 8 of the Supplementary Conditions for the identification of the general nature of other work of which Owner is aware (if any) that is to be performed at the Site by Owner or others (such as utilities and other prime contractors) and relates to the Work contemplated by these Bidding Documents. If Owner is party to a written contract for such other work, then on request, Owner will provide to each Bidder access to examine such contracts (other than portions thereof related to price and other confidential matters), if any.

ARTICLE 5 – BIDDER'S REPRESENTATIONS

4.01 It is the responsibility of each Bidder before submitting a Bid to:

A. examine and carefully study the Bidding Documents, and any data and reference items identified in the Bidding Documents;

B. visit the Site, conduct a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfy itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work;

C. become familiar with and satisfy itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work;

D. carefully study all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings;

E. consider the information known to Bidder itself; information commonly known to contractors

doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs;

agree, based on the information and observations referred to in the preceding paragraph, that at the time of submitting its Bid no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its Bid for performance of the Work at he price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents;

F. become aware of the general nature of the work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents;

G. promptly give Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution thereof by Engineer is acceptable to Bidder;

H. determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work; and

I. agree that the submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 6 – PRE-BID CONFERENCE

6.01 There will be a Pre-Bid Meeting on **April 14, 2026 at 11:00 AM eastern standard time.** Meeting to be held at: Flagler Beach

Address 105 S. 2nd Street
Flagler Beach, FL 32136

ARTICLE 7 – INTERPRETATIONS AND ADDENDA

7.01 All questions about the meaning or intent of the Bidding Documents are to be submitted to the City Clerk's office in writing (via email), Penny Overstreet - **poverstreet@cityofflaglerbeach.com.**

Interpretations or clarifications considered necessary in response to such questions will be issued by Addenda delivered to all parties recorded as having received the Bidding Documents. The last day to submit questions is **April 27, 2026 at 5:00 PM EST**. Questions received after that date and time may not be answered. Only questions answered by Addenda will be binding. Oral, emailed and other interpretations or clarifications will be without legal effect.

7.02 Addenda may be issued to clarify, correct, supplement, or change the Bidding Documents.

ARTICLE 8 – BID SECURITY

8.01 A Bid must be accompanied by Bid security made payable to Owner in an amount of five (5) percent of Bidder's maximum Bid price (determined by adding the base bid and all alternates) and in the form of a certified check, bank money order, or a Bid bond (on the form included in the Bidding Documents) issued by a surety meeting the requirements of Paragraphs 6.01 and 6.02 of the General Conditions.

8.02 The Bid security of the apparent Successful Bidder will be retained until Owner awards the contract to such Bidder, and such Bidder has executed the Contract Documents, furnished the required contract security, and met the other conditions of the Notice of Award, whereupon the Bid security will be released. If the Successful Bidder fails to execute and deliver the Contract Documents and furnish the required contract security within 15 days after the Notice of Award, Owner may consider Bidder to be in default, annul the Notice of Award, and the Bid security of that Bidder will be forfeited. Such forfeiture shall be Owner's exclusive remedy if Bidder defaults.

8.03 The Bid security of other Bidders that Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of seven days after the Effective Date of the Contract or 61 days after the Bid opening, whereupon Bid security furnished by such Bidders will be released.

8.04 Bid security of other Bidders that Owner believes do not have a reasonable chance of receiving the award will be released within seven days after the Bid opening.

ARTICLE 9 – CONTRACT TIMES

9.01 The number of days within which, or the dates by which the Work is to be substantially completed, and completed and ready for final payment, are set forth in the Agreement.

ARTICLE 10 – LIQUIDATED DAMAGES

10.01 Provisions for liquidated damages, if any, for failure to timely attain a Milestone, Substantial Completion, or completion of the Work in readiness for final payment, are set forth in the Agreement.

ARTICLE 11 – SUBSTITUTE AND "OR-EQUAL" ITEMS

11.01 The Contract for the Work, as awarded, will be on the basis of materials and equipment specified

or described in the Bidding Documents without consideration during the bidding and Contract award process of possible substitute or "or-equal" items. In cases in which the Contract allows the Contractor to request that Engineer authorize the use of a substitute or "or-equal" item of material or equipment, application for such acceptance may not be made to and will not be considered by Engineer until after the Effective Date of the Contract.

11.02 All prices that Bidder sets forth in its Bid shall be based on the presumption that the Contractor will furnish the materials and equipment specified or described in the Bidding Documents, as supplemented by Addenda. Any assumptions regarding the possibility of post-Bid approvals of "or-equal" or substitution requests are made at Bidder's sole risk.

ARTICLE 12 – SUBCONTRACTORS, SUPPLIERS, AND OTHERS

12.01 A Bidder shall be prepared to retain specific Subcontractors, Suppliers, or other individuals or entities for the performance of the Work if required by the Bidding Documents (most commonly in the Specifications) to do so. If a prospective Bidder objects to retaining any such Subcontractor, Supplier, or other individual or entity, and the concern is not relieved by an Addendum, then the prospective Bidder should refrain from submitting a Bid.

12.02 Subsequent to the submittal of the Bid, Owner may not require the Successful Bidder or Contractor to retain any Subcontractor, Supplier, or other individual or entity against which Contractor has reasonable objection.

12.03 The apparent Successful Bidder, and any other Bidder so requested, shall within five days after Bid opening, submit to Owner a list of the Subcontractors or Suppliers proposed. If requested by Owner, such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor, Supplier, or other individual or entity. If Owner or Engineer, after due investigation, has reasonable objection to any proposed Subcontractor, Supplier, individual, or entity, Owner may, before the Notice of Award is given, request apparent Successful Bidder to submit an acceptable substitute, in which case apparent Successful Bidder shall submit a substitute, Bidder's Bid price will be increased (or decreased) by the difference in cost occasioned by such substitution, and Owner may consider such price adjustment in evaluating Bids and making the Contract award.

12.04 If apparent Successful Bidder declines to make any such substitution, Owner may award the Contract to the next lowest Bidder that proposes to use acceptable Subcontractors, Suppliers, or other individuals or entities. Declining to make requested substitutions will constitute grounds for forfeiture of the Bid security of any Bidder. Any Subcontractor, Supplier, individual, or entity so listed and against which Owner or Engineer makes no written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner and Engineer subject to subsequent revocation of such acceptance as provided in Paragraph 7.06 of the General Conditions.

ARTICLE 13 – PREPARATION OF BID

13.01 The Bid Form is included with the Bidding Documents.

A. All blanks on the Bid Form shall be completed in ink and the Bid Form signed in ink. Erasures or alterations shall be initialed in ink by the person signing the Bid Form. A Bid price shall be indicated for each section, Bid item, alternate, adjustment unit price item, and unit price item listed therein.

B. If the Bid Form expressly indicates that submitting pricing on a specific alternate item is optional, and Bidder elects to not furnish pricing for such optional alternate item, then Bidder may enter the words "No Bid" or "Not Applicable."

13.02 A Bid by a corporation shall be executed in the corporate name by a corporate officer (whose title must appear under the signature), accompanied by evidence of authority to sign. The corporate address and state of incorporation shall be shown.

13.03 A Bid by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The partnership's address for receiving notices shall be shown.

13.04 A Bid by a limited liability company shall be executed in the name of the firm by a member or other authorized person and accompanied by evidence of authority to sign. The state of formation of the firm and the firm's address for receiving notices shall be shown.

13.05 A Bid by an individual shall show the Bidder's name and address for receiving notices.

13.06 A Bid by a joint venture shall be executed by an authorized representative of each joint venturer in the manner indicated on the Bid Form. The joint venture's address for receiving notices shall be shown.

13.07 All names shall be printed in ink below the signatures.

13.08 The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers of which shall be filled in on the Bid Form.

13.09 Postal and e-mail addresses and telephone number for communications regarding the Bid shall be shown.

13.10 The Bid shall contain evidence of Bidder's authority and qualification to do business in the state where the Project is located, or Bidder shall covenant in writing to obtain such authority and qualification prior to award of the Contract and attach such covenant to the Bid. Bidder's state contractor license number, if any, shall also be shown on the Bid Form.

ARTICLE 14 – BASIS OF BID

14.01 *Lump Sum*

A. Bidders shall submit a Bid on a lump sum Basis for both the Base Bid and Alternate #1.

14.02 *Unit Price (if used)*

A. Bidders shall submit a Bid on a unit price basis for each item of Work listed in the unit price section of the Bid Form.

B. The "Bid Price" (sometimes referred to as the extended price) for each unit price Bid item will be the product of the "Estimated Quantity" (which Owner or its representative has set forth in the Bid Form) for the item and the corresponding "Bid Unit Price" offered by the Bidder. The total of all unit price Bid items will be the sum of these "Bid Prices"; such total will be used by Owner for Bid comparison purposes. The final quantities and Contract Price will be determined in accordance with Paragraph 13.03 of the General Conditions.

C. Discrepancies between 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.

ARTICLE 15 – SUBMITTAL OF BID

15.01 A Bid shall be received no later than the date and time prescribed and at the place indicated in the advertisement or invitation to bid and shall be enclosed in a plainly marked package with the Project title (and, if applicable, the designated portion of the Project for which the Bid is submitted), the name and address of Bidder, and shall be accompanied by the Bid security and other required documents. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid shall be enclosed in a separate package plainly marked on the outside with the notation "BID ENCLOSED."

15.02 Bids received after the date and time prescribed for the opening of bids, or not submitted at the correct location or in the designated manner, will not be accepted and will be returned to the Bidder unopened.

15.03 A Bid shall be received no later than the date and time prescribed and at the place indicated in the advertisement or invitation to bid and shall be enclosed in a plainly marked package with the Project title (and, if applicable, the designated portion of the Project for which the Bid is submitted), the name and address of Bidder, and shall be accompanied by the Bid security and other required documents. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid shall be enclosed in a separate package plainly marked on the outside with the notation "BID ENCLOSED."

15.04 Bids received after the date and time prescribed for the opening of bids, or not submitted at the correct location or in the designated manner, will not be accepted and will be returned to the Bidder unopened.

ARTICLE 16 – MODIFICATION AND WITHDRAWAL OF BID

16.01 A Bid may be withdrawn by an appropriate document duly executed in the same manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids. Upon receipt of such notice, the unopened Bid will be returned to the Bidder

16.02 If a Bidder wishes to modify its Bid prior to Bid opening, Bidder must withdraw its initial Bid in the manner specified in Paragraph 16.01 and submit a new Bid prior to the date and time for the opening of Bids.

16.03 If within 24 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 its Bid, that Bidder may withdraw its Bid, and the Bid security will be returned. Thereafter, if the Work is rebid, that Bidder will be disqualified from further bidding on the Work.

ARTICLE 17 – OPENING OF BIDS

17.01 Bids will be opened at the time and place indicated in the advertisement or invitation to bid and, unless obviously non-responsive, read aloud publicly. An abstract of the amounts of the base Bids

and major alternates, if any, will be made available to Bidders after the opening of Bids.

ARTICLE 18 – BIDS TO REMAIN SUBJECT TO ACCEPTANCE

18.01 All Bids will remain subject to acceptance for the period of time stated in the Bid Form, but Owner may, in its sole discretion, release any Bid and return the Bid security (if any) prior to the end of this period.

ARTICLE 19 – EVALUATION OF BIDS AND AWARD OF CONTRACT

19.01 Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner will reject the Bid of any Bidder that Owner finds, after reasonable inquiry and evaluation, to not be responsible. If Bidder purports to add terms or conditions to its Bid, takes exception to any provision of the Bidding Documents, or attempts to alter the contents of the Contract Documents for purposes of the Bid, then the Owner will reject the Bid as nonresponsive; provided that Owner also reserves the right to waive all minor informalities not involving price, time, or changes in the Work.

19.02 If Owner awards the contract for the Work, such award shall be to the responsible Bidder submitting the lowest responsive Bid.

19.03 Evaluation of Bids

A. In evaluating Bids, Owner will consider whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices, and other data, as may be requested in the Bid Form or prior to the Notice of Award.

B. For the determination of the apparent low Bidder when unit price bids are submitted, Bids will be compared on the basis of the total of the products of the estimated quantity of each item and unit price Bid for that item, together with any lump sum items.

19.04 In evaluating whether a Bidder is responsible, Owner will consider the qualifications of the Bidder and may consider the qualifications and experience of Subcontractors and Suppliers proposed for those portions of the Work for which the identity of Subcontractors and Suppliers must be submitted as provided in the Bidding Documents.

19.05 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders and any proposed Subcontractors or Suppliers.

ARTICLE 20 – BONDS AND INSURANCE

20.01 Article 6 of the General Conditions, as may be modified by the Supplementary Conditions, sets forth Owner's requirements as to performance and payment bonds and insurance. When the Successful Bidder delivers the Agreement (executed by Successful Bidder) to Owner, it shall be accompanied by required bonds and insurance documentation.

ARTICLE 21 – SIGNING OF AGREEMENT

21.01 When Owner issues a Notice of Award to the Successful Bidder, it shall be accompanied by the unexecuted counterparts of the Agreement along with the other Contract Documents as identified in the Agreement. Within 15 days thereafter, Successful Bidder shall execute and deliver the required number of counterparts of the Agreement (and any bonds and insurance documentation required to be delivered by the Contract Documents) to Owner. Within ten days thereafter, Owner shall deliver one fully executed counterpart of the Agreement to Successful Bidder, together with printed and electronic copies of the Contract Documents as stated in Paragraph 2.02 of the General Conditions.

ARTICLE 22 – ALIEN WORKERS

22.01 The City of Flagler Beach does not award publicly funded Contracts to those who knowingly employ unauthorized alien workers in violation of section 274A of the Immigration and Naturalization Act. 8 United States Code §132a. Such employment deprives legal workers of job opportunities. Violation of section 274A shall be grounds for unilateral cancellation of the Contract, Agreement, Bid or Quote for purchase of services and goods by the City of Flagler Beach.

ARTICLE 23 – E-VERIFY

23.01 The Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of all persons employed by the Contractor during the term of the Contract to perform employment duties within Florida and all persons, including subcontractors, assigned by the Contractor to perform work pursuant to the Contract with the Department.

END OF SECTION

SECTION 00 22 13
STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

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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 form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting 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, or both; 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, or both; 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

11. address; or seeking other relief with respect to the terms of the Contract; or (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. A demand for money or services by a third party is not a Claim.
12. *Constituent of Concern*—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5101 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
13. *Contract*—The entire and integrated written contract between the Owner and Contractor concerning the Work.
14. *Contract Documents*—Those items so designated in the Agreement, and which together comprise the Contract.
15. *Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Contract Documents.
16. *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.
17. *Contractor*—The individual or entity with which Owner has contracted for performance of the Work.
18. *Cost of the Work*—See Paragraph 13.01 for definition.
19. *Drawings*—The part of the Contract that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
20. *Effective Date of the Contract*—The date, indicated in the Agreement, on which the Contract becomes effective.
21. *Engineer*—The individual or entity named as such in the Agreement.
22. *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.
23. *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. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated in the Work, and that are

controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of the Contract, does not establish a Hazardous Environmental Condition.

24. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

25. *Liens*—Charges, security interests, or encumbrances upon Contract-related funds, real property, or personal property.

26. *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.

27. *Notice of Award*—The written notice by Owner to a Bidder of Owner's acceptance of the Bid.

28. *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.

29. *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.

30. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor's plan to accomplish the Work within the Contract Times.

31. *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.

32. *Project Manual*—The written documents prepared for, or made available for, procuring and constructing the Work, including but not limited to the Bidding Documents or other construction procurement documents, geotechnical and existing conditions information, the Agreement, bond forms, General Conditions, Supplementary Conditions, and Specifications. The contents of the Project Manual may be bound in one or more volumes.

33. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site. As used herein, the term Resident Project Representative or "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 and the performance of related construction activities.

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 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. *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 thereof.

42. *Successful Bidder*—The Bidder whose Bid the Owner accepts, and to which the Owner makes an award of contract, subject to stated conditions.

43. *Supplementary Conditions*—The part of the Contract that amends or supplements these General Conditions.

44. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, 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.

45. *Technical Data*—Those items expressly identified as Technical Data in the Supplementary Conditions, with respect to either (a) subsurface conditions at the Site, or physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) or (b) Hazardous Environmental Conditions at the Site. If no such express identifications of Technical Data have been made with respect to conditions at the Site, then the data contained in boring logs, recorded measurements of subsurface water levels, laboratory test results, and other factual, objective information regarding conditions at the Site that are set forth in any geotechnical or environmental report prepared for the Project and made available to Contractor are hereby defined as Technical Data with respect to conditions at the Site under Paragraphs 5.03, 5.04, and 5.06.

46. *Underground Facilities*—All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including but not limited to those that convey

electricity, gases, steam, liquid petroleum products, telephone or other communications, fiber optic transmissions, cable television, water, wastewater, stormwater, other liquids or chemicals, or traffic or other control systems.

47. *Unit Price Work*—Work to be paid for on the basis of unit prices.

48. *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.

49. *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 the following paragraphs are not defined but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.

B. *Intent of Certain Terms or Adjectives*:

1. 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*:

1. The word "day" means a calendar day of 24 hours measured from midnight to the next midnight.

D. *Defective*:

1. The word "defective," when modifying the word "Work," refers to Work that is unsatisfactory, faulty, or deficient in that it:

a. does not conform to the Contract Documents; or

b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or

c. 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 15.04).

E. *Furnish, Install, Perform, Provide*:

1. The word "furnish," when used in connection with services, materials, or equipment, shall mean 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, shall mean 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, shall mean 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. 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 Bonds and Evidence of Insurance*

A. *Bonds*: When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner such bonds as Contractor may be required to furnish.

B. *Evidence of Contractor's Insurance*: When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner, with copies to each named insured and additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract), the certificates and other evidence of insurance required to be provided by Contractor in accordance with Article 6.

C. *Evidence of Owner's Insurance*: After receipt of the executed counterparts of the Agreement and all required bonds and insurance documentation, Owner shall promptly deliver to Contractor, with copies to each named insured and additional insured (as identified in the Supplementary Conditions or otherwise), 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 executed 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 specifically 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 *Initial 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 for acceptability to Engineer as provided below the schedules submitted in accordance with Paragraph 2.03.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall 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.

2.06 *Electronic Transmittals*

A. Except as otherwise stated elsewhere in the Contract, the Owner, Engineer, and Contractor may transmit, and shall accept, Project-related correspondence, text, data, documents, drawings, information, and graphics, including but not limited to Shop Drawings and other submittals, in electronic media or digital format, either directly, or through access to a secure Project website.

B. If the Contract does not establish protocols for electronic or digital transmittals, then Owner, Engineer, and Contractor shall jointly develop such protocols.

C. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items 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 items, or from those established in applicable transmittal protocols.

ARTICLE 3 – DOCUMENTS: INTENT, REQUIREMENTS, REUSE

3.01 *Intent*

A. The Contract Documents are complementary; what is required by one 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 or digital versions of the Contract Documents (including any printed copies derived from such electronic or digital versions) and the printed record version, the printed record version shall 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.

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, shall mean 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, or any instruction of a Supplier, shall be effective to change the duties or responsibilities of Owner, Contractor, or Engineer, or any of their subcontractors, consultants, agents, or employees, 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, Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, 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 Documents 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 Documents 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 shall 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,

b. or the instruction of any Supplier (whether or not specifically incorporated by reference as a Contract Document); or

c. 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 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 thereunder.

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 give written notice to Owner and Contractor 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 editions, 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 shall preclude 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 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 sixtieth day after the day of Bid opening or the thirtieth 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 shall 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 shall 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 shall 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 the Contract Times and Contract Price. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the 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. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall 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 utility owners (other than those performing other work at or adjacent to the Site by arrangement with the Owner, as contemplated in Article 8); and
4. acts of war or terrorism.

D. 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.

E. Paragraph 8.03 governs 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.

F. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times 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.

G. Contractor must submit any Change Proposal seeking an adjustment in Contract Price or Contract Times under this paragraph within 30 days of the commencement of the delaying, disrupting, or interfering event.

ARTICLE 5 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

5.01 *Availability of Lands*

A. Owner shall furnish the Site. Owner shall notify Contractor 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; 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 7.12, 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 at law; 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 shall 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 known to Owner of explorations and tests of subsurface conditions at or adjacent to the Site;

2. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities); 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 upon the accuracy of the Technical Data (as defined in Article 1) contained in any geotechnical or environmental report prepared for the Project and made available to Contractor. 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; or

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.

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 either:

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; or

2. is of such a nature as to require a change in the Drawings or Specifications; or

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 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 the necessity of Owner's obtaining 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 above; 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. *Possible Price and Times Adjustments*:

1. Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times, or both, 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 conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.

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; or

   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 as 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, or both, then any such adjustment shall 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, or both, 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.

5.05 *Underground Facilities*

A. *Contractor's Responsibilities*: The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or adjacent to the Site is based on information and data furnished to Owner or Engineer by the owners of such Underground Facilities, including Owner, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:

1. Owner and Engineer do not warrant or guarantee the accuracy or completeness of any such information or data provided by others; and

2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:

   a. reviewing and checking all information and data regarding existing Underground Facilities at the Site;

   b. locating all Underground Facilities shown or indicated in the Contract Documents as being at the Site;

   c. coordination of the Work with the owners (including Owner) of such Underground Facilities, during construction; and

   d. 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 in the Contract Documents, or was not shown or indicated 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), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer.

C. *Engineer's Review*: Engineer will promptly review the Underground Facility and conclude whether such Underground Facility was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the Underground Facility in question; 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 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. *Possible Price and Times Adjustments*:

1. Contractor shall be entitled to an equitable adjustment in the Contract Price or Contract Times, or both, to the extent that any existing Underground Facility at the Site that was not shown or indicated in the Contract Documents, 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. Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated the existence or actual location of the Underground Facility in question;
   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;
   c. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times; and
   d. 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, or both, then any such adjustment shall 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, or both, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the Underground Facility in question.

5.06 *Hazardous Environmental Conditions at Site*

A. *Reports and Drawings*: The Supplementary Conditions identify:

1. those reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site; and
2. 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 Article 1) contained in any geotechnical or environmental report prepared for the Project and made available to Contractor. 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; or
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. 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.

D. 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.

E. 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.

F. 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, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, 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.

G. 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.

H. 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 or 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 shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

I. 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 shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

J. 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 all of Contractor's obligations under the Contract. These bonds shall 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 Supplementary Conditions, or other specific provisions of the Contract. Contractor shall also furnish such other bonds as are required by the Supplementary Conditions or other specific provisions of the Contract.

B. All bonds shall be in the form prescribed by the Contract except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (as amended and supplemented) by the Financial Management Service, Surety Bond Branch, 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 shall show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond.

C. Contractor shall obtain the required bonds from surety companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds in the required amounts.

D. If the surety on a bond furnished by Contractor is declared bankrupt or becomes insolvent, or its right to do business is terminated in any state or jurisdiction where any part of the Project is located, or the surety ceases to meet the requirements above, then Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the bond and surety requirements above.

E. 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.

F. Upon request, Owner shall provide a copy of the payment bond to any Subcontractor, Supplier, or other person or entity claiming to have furnished labor or materials used in the performance of the Work.

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. Contractor shall deliver to Owner, with copies to each named insured and additional insured (as identified in this Article, in the Supplementary Conditions, or elsewhere in the Contract), certificates of insurance establishing that Contractor has obtained and is maintaining the policies, coverages, and endorsements 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 and endorsements, and

documentation of applicable self-insured retentions and deductibles. Contractor may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.

D. Owner shall deliver to Contractor, with copies to each named insured and additional insured (as identified in this Article, the Supplementary Conditions, or elsewhere in the Contract), certificates of insurance establishing that Owner has obtained and is maintaining the policies, coverages, and endorsements 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 and endorsements, and documentation of applicable self-insured retentions and deductibles. Owner may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.

E. 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, shall not be construed as a waiver of the other party's obligation to obtain and maintain such insurance.

F. If either party does not purchase or maintain all of 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.

G. If Contractor has failed to obtain and maintain required insurance, Owner may exclude the Contractor from the Site, impose an appropriate set-off against payment, and exercise Owner's termination rights under Article 16.

H. Without prejudice to any other right or remedy, if a party has failed to obtain required insurance, the other party may elect 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 shall be adjusted accordingly.

I. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor or Contractor's interests.

J. The insurance and insurance limits required herein shall not be deemed as a limitation on Contractor's liability under the indemnities granted to Owner and other individuals and entities in the Contract.

6.03 *Contractor's Insurance*

A. *Workers' Compensation*: Contractor shall purchase and maintain workers' compensation and employer's liability insurance for:

1. claims under workers' compensation, disability benefits, and other similar employee benefit acts.

2. United States Longshoreman and Harbor Workers' Compensation Act and Jones Act coverage (if applicable).

3. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees (by stop-gap endorsement in monopolist worker's compensation states) Foreign voluntary worker compensation (if applicable).

B. *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:

1. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees.
2. claims for damages insured by reasonably available personal injury liability coverage.
3. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom.

C. *Commercial General Liability—Form and Content*: Contractor's commercial liability policy shall be written on a 1996 (or later) ISO commercial general liability form (occurrence form) and include the following coverages and endorsements:

1. Products and completed operations coverage:
   a. Such insurance shall 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, to the extent permitted by law, including but not limited to coverage of Contractor's contractual indemnity obligations in Paragraph 7.18.
3. Broad form property damage coverage.
4. Severability of interest.
5. Underground, explosion, and collapse coverage.
6. Personal injury coverage.
7. 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); or CG 20 10 07 04 and CG 20 37 07 04 (together); or their equivalent.
8. 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. *Automobile liability*: Contractor shall purchase and maintain automobile liability insurance against claims 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 shall be written on an occurrence basis.

E. *Umbrella or excess liability*: Contractor shall purchase and maintain umbrella or excess liability insurance written over the underlying employer's liability, commercial general liability, and automobile liability insurance described in the paragraphs above. Subject to industry-standard exclusions, the coverage afforded shall follow form as to each and every

one of the underlying policies.

F. *Contractor's pollution liability insurance*: Contractor shall purchase and maintain a policy covering third-party injury and property damage claims, including clean-up costs, as a result of pollution conditions arising from Contractor's operations and completed operations. This insurance shall be maintained for no less than three years after final completion.

G. *Additional insureds*: The Contractor's commercial general liability, automobile liability, umbrella or excess, and pollution liability policies shall include and list as additional insureds Owner and Engineer, and any individuals or entities identified in the Supplementary Conditions; include coverage for the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of all such additional insureds; and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby (including as applicable those arising from both ongoing and completed operations) on a non-contributory basis. Contractor shall obtain all necessary endorsements to support these requirements.

H. *Contractor's professional liability insurance*: If Contractor will provide or furnish professional services under this Contract, through a delegation of professional design services or otherwise, then Contractor shall be responsible for purchasing and maintaining applicable professional liability insurance. This insurance shall provide protection against claims arising out of performance of professional design or related services, and caused by a negligent error, omission, or act for which the insured party is legally liable. It shall be maintained throughout the duration of the Contract and for a minimum of two years after

Substantial Completion. If such professional design services are performed by a Subcontractor, and not by Contractor itself, then the requirements of this paragraph may be satisfied through the purchasing and maintenance of such insurance by such Subcontractor.

I. *General provisions*: The policies of insurance required by this Paragraph 6.03 shall:

1. include at least the specific coverages provided in this Article.

2. be written for not less than the limits of liability provided in this Article and in the Supplementary Conditions, or required by Laws or Regulations, whichever is greater.

3. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed, or renewal refused until at least 10 days prior written notice has been given to Contractor. Within three days of receipt of any such written notice, Contractor shall provide a copy of the notice to Owner, Engineer, and each other insured under the policy.

4. remain in effect at least until final payment (and longer if expressly required in this Article) 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 Documents.

5. be appropriate for the Work being performed and provide protection from claims that may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed 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.

J. The coverage requirements for specific policies of insurance must be met by such policies, and not by reference to excess or umbrella insurance provided in other policies.

6.04 *Owner's Liability Insurance*

A. In addition to the insurance required to be provided by Contractor under Paragraph 6.03, Owner, at Owner's option, may purchase and maintain at Owner's expense Owner's own liability insurance as will protect Owner against claims which may arise from operations under the Contract Documents.

B. 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.

6.05 *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 full insurable replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:

1. include the Owner and Contractor as named insureds, and all Subcontractors, and any individuals or entities required by the Supplementary Conditions to be insured under such builder's risk policy, as insureds or named insureds. For purposes of the remainder of this Paragraph 6.05, Paragraphs 6.06 and 6.07, and any corresponding Supplementary Conditions, the parties required to be insured shall collectively be referred to as "insureds."

2. be written on a builder's risk "all risk" policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire; lightning; windstorm; riot; civil commotion; terrorism; vehicle impact; aircraft; smoke; theft; vandalism and malicious mischief; mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; flood; collapse; explosion; debris removal; demolition occasioned by enforcement of Laws and Regulations; water damage (other than that caused by flood); and such other perils or causes of loss as may be specifically required by the Supplementary Conditions. 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 may be provided through other insurance policies acceptable to Owner and Contractor.

3. 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, falsework, and temporary structures.

4. cover expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects).
5. 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).
6. extend to cover damage or loss to insured property while in transit.
7. allow for partial occupation or use of the Work by Owner, such that those portions of the Work that are not yet occupied or used by Owner shall remain covered by the builder's risk insurance.
8. allow for the waiver of the insurer's subrogation rights, as set forth below.
9. provide primary coverage for all losses and damages caused by the perils or causes of loss covered.
10. not include a co-insurance clause.
11. include an exception for ensuing losses from physical damage or loss with respect to any defective workmanship, design, or materials exclusions.
12. include performance/hot testing and start-up.
13. be maintained in effect, subject to the provisions herein regarding Substantial Completion and partial occupancy or use of the Work by Owner, until the Work is complete.

B. *Notice of Cancellation or Change*: All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with this Paragraph 6.05 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed 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.

C. *Deductibles*: The purchaser of any required builder's risk or property insurance shall pay for costs not covered because of the application of a policy deductible.

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 notice of such occupancy or use to the builder's risk insurer. The builder's risk insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy; rather, those portions of the Work that are occupied or used by Owner may come off the builder's risk policy, while those portions of the Work not yet occupied or used by Owner shall remain covered by the builder's risk insurance.

E. *Additional Insurance*: 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 6.05, it may do so at Contractor's expense.

F. *Insurance of Other Property*: If the express insurance provisions of the Contract do not require or address the insurance of a property item or interest, such as tools, construction equipment, or other personal property owned by Contractor, a Subcontractor, or an employee of Contractor or a Subcontractor, then the entity or individual owning such property item will be responsible for deciding whether to insure it, and if so in what amount.

6.06 *Waiver of Rights*

A. All policies purchased in accordance with Paragraph 6.05, expressly including the builder's risk policy, shall contain provisions to the effect that in the event of payment of any loss or damage the insurers 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. 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 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 Subcontractors, all individuals or entities identified in the Supplementary Conditions as 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. None of the above waivers shall extend 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. 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:

1. loss 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 perils whether or not insured by Owner; and

2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by Owner 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.

C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 6.06.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against Contractor, Subcontractors, or Engineer, or the officers, directors, members, partners, employees, agents, consultants, or subcontractors of each and any of them.

D. Contractor shall be responsible for assuring that the agreement under which a Subcontractor

performs a portion of the Work 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 any of the perils or causes of loss covered by builder's risk insurance and any other property insurance applicable to the Work.

6.07 *Receipt and Application of Property Insurance Proceeds*

A. Any insured loss under the builder's risk and other policies of insurance required by Paragraph 6.05 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 6.05 shall 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, the damaged Work shall be repaired or replaced, the money so received applied on account thereof, and the Work and the cost thereof covered by Change Order, if needed.

ARTICLE 7 – CONTRACTOR'S RESPONSIBILITIES

7.01 *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. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.

B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who shall not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

7.02 *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 at all times maintain good discipline and order at the Site.

B. 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 may be performed during the hours of 7:00 am to 10:00 pm, seven days a week.

7.03 *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 shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications shall 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 shall 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.

7.04 *"Or Equals"*

A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, 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 material or equipment, or items from other proposed suppliers under the circumstances described below.

1. If Engineer in its sole discretion determines that an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, Engineer shall deem it an "or equal" item. For the purposes of this paragraph, a proposed item of material or equipment will be considered functionally equal to an item so named if:

a. in the exercise of reasonable judgment Engineer determines that:

1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;

2) it 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) it has a proven record of performance and availability of responsive service; and

4) it is not objectionable to Owner.

b. Contractor certifies that, if approved and incorporated into the Work:

1) there will be no increase in cost to the Owner or increase in Contract Times; and

2) it 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 shall result in any change in Contract Price. The Engineer's denial of an "or-equal" request shall be final and binding, and may not be reversed through an appeal under any provision of the Contract Documents.

E. *Treatment as a Substitution Request*: If Engineer determines that an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item, Contractor may request that Engineer considered the proposed item as a substitute pursuant to Paragraph 7.05.

7.05 *Substitutes*

A. Unless the specification or description of an item of material or equipment 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 material or equipment under the circumstances described below. To the extent possible such requests shall 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 material or equipment from anyone other than Contractor.

2. The requirements for review by Engineer will be as set forth in Paragraph 7.05.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 material or equipment that Contractor seeks to furnish or use. The application:

a. hall 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 that specified, and

3) be suited to the same use as that 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 that specified, and

2) available engineering, sales, maintenance, repair, and replacement services.

d. shall 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 shall be final and binding, and may not be reversed through an appeal under any provision of the Contract Documents. Contractor may challenge the scope of reimbursement costs imposed under Paragraph 7.05.D, by timely submittal of a

Change Proposal.

7.06 *Concerning Subcontractors, Suppliers, and Others*

A. Contractor may retain Subcontractors and Suppliers for the performance of parts of the Work. Such Subcontractors and Suppliers must be acceptable to Owner.

B. Contractor shall retain specific Subcontractors, Suppliers, or other individuals or entities 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, Supplier, or other individual or entity 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 five days.

E. Owner may require the replacement of any Subcontractor, Supplier, or other individual or entity retained by Contractor to perform any part of the Work. 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, Suppliers, or other individuals or entities 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, Supplier, or other individual or entity so identified solely on the basis of substantive, reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity.

F. If Owner requires the replacement of any Subcontractor, Supplier, or other individual or entity retained by Contractor to perform any part of the Work, then Contractor shall be entitled to an adjustment in Contract Price or Contract Times, or both, 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, Supplier, or other individual or entity, whether initially or as a replacement, shall 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 fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions.

J. Contractor shall be solely responsible for scheduling and coordinating the work of Subcontractors, Suppliers, and all other individuals or entities performing or furnishing any

of the Work.

K. Contractor shall restrict all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work from communicating with Engineer or Owner, except through Contractor or in case of an emergency, or as otherwise expressly allowed herein.

L. The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.

M. All Work performed for Contractor by a Subcontractor or Supplier shall be pursuant to an appropriate contractual agreement that specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer.

N. Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor on account of Work performed for Contractor by the particular Subcontractor or Supplier.

O. Nothing in the Contract Documents:

1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier, or other individual or entity; nor
2. shall create 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.

7.07 *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 a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of 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 shall be disclosed by Owner 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.

7.08 *Permits*

A. Unless otherwise provided in the Contract Documents, Contractor shall obtain and pay for all construction permits and licenses. 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

7.09 *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.

7.10 *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. Except where otherwise expressly required by applicable Laws and Regulations, 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 shall not be Contractor's responsibility to make certain that the Work described in the Contract Documents is in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.

C. Owner or Contractor may give 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 notice Contractor may submit a Change Proposal, or Owner may initiate a Claim.

7.11 *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.

7.12 *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. 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.

B. 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. Contractor shall notify Owner; the owners of adjacent property, Underground Facilities, and other utilities; and other contractors and utility owners performing work at or adjacent to the Site, when 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.

C. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. The Supplementary Conditions identify any Owner's safety programs that are applicable to the Work.

D. 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.

E. All damage, injury, or loss to any property referred to in Paragraph 7.12.A.2 or 7.12.A.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).

F. Contractor's duties and responsibilities for safety and protection shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 15.06.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

G. Contractor's duties and responsibilities for safety and protection shall 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.

7.13 *Safety Representative*

A. Contractor shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

7.14 *Hazard Communication Programs*

A. Contractor shall be responsible for coordinating any exchange of 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 threatened damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Engineer determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

7.16 *Shop Drawings, Samples, and Other Submittals*

A. *Shop Drawing and Sample Submittal Requirements*:

1. Before submitting a Shop Drawing or Sample, Contractor shall have:

a. reviewed and coordinated the Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract

Documents;

b. determined and verified all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;

c. determined and verified 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

d. determined and verified all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto.

2. Each submittal shall 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 submittal, Contractor shall give Engineer specific written notice of any variations that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be set forth in a written communication separate from the Shop Drawings or Sample submittal; and, in addition, in the case of Shop Drawings by a specific notation made on each Shop Drawing submitted to Engineer for review and approval of each such variation.

B. *Submittal Procedures for Shop Drawings and Samples*: Contractor shall submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals. Each submittal will be identified as Engineer may require.

1. *Shop Drawings*:

a. Contractor shall submit the number of copies required in the Specifications.

b. Data shown on the Shop Drawings will 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.D.

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.D.

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. *Other Submittals*: Contractor shall submit other submittals to Engineer in accordance with

the accepted Schedule of Submittals, and pursuant to the applicable terms of the Specifications.

D. *Engineer's Review*:

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. 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, conform to the information given in 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 shall 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.

5. Engineer's review and approval of a Shop Drawing or Sample shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 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, shall 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, Sample, or other submittal shall 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.D.4.

E. *Resubmittal Procedures*:

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 submittals with sufficient information and accuracy to obtain required approval of an item with no more than three submittals. Engineer will record Engineer's time for reviewing a fourth or subsequent submittal of a Shop Drawings, sample, or other item requiring approval, and Contractor shall be

responsible for Engineer's charges to Owner for such time. Owner may impose a set-off against payments due to Contractor to secure reimbursement for such charges.

3. If Contractor requests a change of a previously approved submittal item, Contractor shall be responsible for Engineer's charges to Owner for its review time, and Owner may impose a set-off against payments due to Contractor to secure reimbursement for such charges, unless the need for such change is beyond the control of Contractor.

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 for a period of one year. The pump supplier shall provide a two-year warranty on the Pumps, Electrical Control Panel and any supplied appurtenances with the pump package that shall be transferred to the City. Engineer and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on Contractor's warranty and guarantee.

B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:

1. abuse, modification, or improper 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.

C. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:

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. any inspection, test, or approval by others; or

8. any correction of defective Work by Owner.

D. 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 shall 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 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 performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom 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 shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

C. The indemnification obligations of Contractor under Paragraph 7.18.A shall not extend to the liability of Engineer and Engineer's officers, directors, members, partners, employees, agents, consultants and subcontractors arising out of:

1. the preparation or approval of, or the failure to prepare or approve maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or

2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

7.19 *Delegation of Professional Design Services*

A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable Laws and Regulations.

B. If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.

C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.

D. Pursuant to this paragraph, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 7.16.D.1.

E. Contractor shall not be responsible for the adequacy of the performance or design criteria specified by Owner or Engineer.

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 utility work at or adjacent to the Site, Owner shall provide such information to Contractor.

C. Contractor shall afford each other contractor that performs such other work, each utility owner performing other work, and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, and provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work. 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.

D. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 8, 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.

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 at or adjacent to the Site for Owner, the Owner's employees, any other contractor working for Owner, or any utility owner for whom the Owner is responsible 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, or both. 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 shall 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. When applicable, any such equitable adjustment in Contract Price shall 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 is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.

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. If Contractor fails to take such measures and as a result damage, 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 to 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.

C. 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 to Contractor.

D. 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 shall 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 Documents (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 10.08. 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 *Project Representative*

A. This project was designed in-house by the City Engineer. The Project Representative will be the City-assigned Project Manager. This person will be assigned and present at the Mandatory Pre-Bid conference and will remain in that period for the duration of the project.

B. The RPR shall 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 Contractor's work.

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 City Project Manager.

7 Accept Shop Drawing or Sample submittals from anyone other than Contractor.

8 Authorize Owner to occupy the Project in whole or in part.

10.04 *Rejecting Defective Work*

B. Engineer has the authority to reject Work in accordance with Article 14.

10.05 *Shop Drawings, Change Orders and Payments*

B. Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, are set forth in Paragraph 7.16.

C. Engineer's authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, are set forth in Paragraph 7.19.

D. Engineer's authority as to Change Orders is set forth in Article 11.

E. Engineer's authority as to Applications for Payment is set forth in Article 15. *Determinations for Unit Price Work*

F. 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*

B. 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*

B. 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, shall 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.

C. 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.

D. 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.

E. 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 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.

F. The limitations upon authority and responsibility set forth in this Paragraph 10.08 shall also apply to the Resident Project Representative, if any.

10.08 *Compliance with Safety Program*

B. While at the Site, Engineer's employees and representatives will comply with the specific applicable requirements of Owner's and Contractor's safety programs (if any) of which Engineer has been informed.

ARTICLE 11 – AMENDING THE CONTRACT DOCUMENTS; CHANGES IN THE WORK

11.01 *Amending and Supplementing Contract Documents*

A. The Contract Documents may be amended or supplemented by a Change Order, a Work Change Directive, or a Field Order.

1. *Change Orders*:

a. If an amendment or supplement to the Contract Documents includes a change in the Contract Price or the Contract Times, such amendment or supplement must be set forth in a Change Order. A Change Order also may be used to establish amendments and supplements of the Contract Documents that do not affect the Contract Price or Contract Times.

b. Owner and Contractor may amend those terms and conditions of the Contract Documents that do not 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, without the recommendation of the Engineer. Such an amendment shall be set forth in a Change Order.

2. *Work Change Directives*: 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 11.04 regarding change of Contract Price. Contractor must submit any Change Proposal seeking an adjustment of the Contract Price or the Contract Times, or both, no later than 30 days after the completion of the Work set out in the Work Change Directive. Owner must submit any Claim seeking an adjustment of the Contract Price or the Contract Times, or both, no later than 60 days after issuance of the Work Change Directive.

3. *Field Orders*: 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. If Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, then before proceeding with the Work at issue, Contractor shall submit a Change Proposal as provided herein.

11.02 *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. Such changes shall be supported by Engineer's recommendation, to the extent the change involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters. Such changes 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 shall be performed under the applicable conditions of the Contract Documents. Nothing in this paragraph shall obligate 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.

11.03 *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.

11.04 *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 shall comply with the provisions of Paragraph 11.06. Any Claim for an adjustment of Contract Price shall 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); or

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 11.04.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 11.04.C).

C. *Contractor's Fee*: When applicable, the Contractor's fee for overhead and profit shall 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 shall be 15 percent;

b. for costs incurred under Paragraph 13.01.B.3, the Contractor's fee shall be five 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 11.04.C.2.a and 11.04.C.2.b is that the Contractor's fee shall be based on: (1) a fee of 15 percent of the costs incurred under Paragraphs 13.01.A.1 and 13.01.A.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 five 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 shall be no greater than 27 percent of the costs incurred by the Subcontractor that actually performs the work;

d. no fee shall 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 will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and

f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 11.04.C.2.a through 11.04.C.2.e, inclusive.

11.05 *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 shall comply with the provisions of Paragraph 11.06. Any Claim for an adjustment in the Contract Times shall comply with the provisions of Article 12.

B. An adjustment of the Contract Times shall be subject to the limitations set forth in Paragraph 4.05, concerning delays in Contractor's progress.

11.06 *Change Proposals*

A. Contractor shall submit a Change Proposal to Engineer to request an adjustment in the Contract Times or Contract Price; appeal an initial decision by Engineer concerning the requirements of the Contract Documents or relating to the acceptability of the Work under the Contract Documents; contest a set-off against payment due; or seek other relief under the Contract. The Change Proposal shall specify any proposed change in Contract Times or Contract Price, or both, or other proposed relief, and explain the reason for the proposed change, with citations to any governing or applicable provisions of the Contract Documents.

1. *Procedures*: Contractor shall submit each Change Proposal to Engineer promptly (but in no event later than 30 days) after the start of the event giving rise thereto, or after such initial decision. 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. The supporting data shall 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. Engineer will advise Owner regarding the Change Proposal, and consider any comments or response from Owner regarding the Change Proposal.

2. *Engineer's Action*: Engineer will review each Change Proposal and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall 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.

3. *Binding Decision*: Engineer's decision will be final and binding upon Owner and Contractor, unless Owner or Contractor appeals the decision by filing a Claim under Article 12.

B. *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 that the Engineer is unable to resolve the Change Proposal. For purposes of further resolution of such a Change Proposal, such notice shall be deemed a denial, and Contractor may choose to seek resolution under the terms of Article 12.

11.07 *Execution of Change Orders*

A. Owner and Contractor shall execute appropriate Change Orders covering:

1. changes in the 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 11.02, (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 in the Contract Price or Contract Times, or other changes, which embody the substance of any final and binding results under Paragraph 11.06, or Article 12.

B. If Owner or Contractor refuses to execute a Change Order that is required to be executed under the terms of this Paragraph 11.07, it shall be deemed to be of full force and effect, as if fully executed.

11.08 *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 shall be submitted 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; and
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.

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 shall rest with the party making the Claim. In the case of a Claim by Contractor seeking an increase in the Contract Times or Contract Price, or both, 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 shall 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 shall 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 shall 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 shall 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 shall 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 shall 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 shall be incorporated in a Change Order 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. 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 shall be in amounts no higher than those prevailing in the locality of the Project, shall not include any of the costs itemized in Paragraph 13.01.C, and shall 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. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, 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, shall 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 shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates, and refunds and returns from sale of surplus materials and equipment shall 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, who 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 shall 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 for services specifically related to the Work.

5. Supplemental costs including 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, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.

   c. Rentals of all construction equipment and machinery, and the parts thereof, whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.

   d. Sales, 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 property insurance established in accordance with Paragraph 6.05), 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 shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall 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 shall not include any of the following items:

1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expediters, 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. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.

3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.

4. 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.

5. 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*: When the Work as a whole is performed on the basis of cost-plus, Contractor's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 11.04.C.

E. *Documentation*: Whenever the Cost of the Work for any purpose is to be determined pursuant to this Article 13, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

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 on account of any of the foregoing will be valid.

C. *Contingency Allowance*: Contractor agrees that a 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 on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

13.03 *Unit Price Work (if used)*

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, subject to the provisions of the following paragraph.

E. Within 30 days of Engineer's written decision under the preceding paragraph, Contractor may submit a Change Proposal, or Owner may file a Claim, seeking an adjustment in the Contract Price if:

1. the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement;

2. there is no corresponding adjustment with respect to any other item of Work; and

3. Contractor believes that it is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price, and the parties are unable to agree as to the amount of any such increase or decrease.

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 will 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 therewith 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 shall 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 shall 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 shall 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 tosuch notice.

14.03 *Defective Work*

A. *Contractor's Obligation*: It is Contractor's obligation to assure that the Work is not defective for a period of one year. The pump supplier shall provide a two-year warranty on the Pumps, Electrical Control Panel and any supplied appurtenances with the pump package that shall be transferred to the City.

B. *Engineer's Authority*: Engineer has the authority to determine whether Work is defective, and to reject defective Work.

C. *Notice of Defects*: Prompt 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 shall 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, or both, 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 shall 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 rejected Work as required by Engineer, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, then Owner may, after seven 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 on account of 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. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens, and 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.

2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.

3. 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 business 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, or

    b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or

    c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or

    d. to make any examination to ascertain how or for what purposes Contractor has used the money paid on account of the Contract Price, 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. 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.

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 on account of Contractor's conduct in the performance or furnishing of the Work, or Owner has incurred costs, losses, or damages on account of 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 that would constitute a default by Contractor and therefore justify a termination for cause has occurred;

j. liquidated 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;

l. there are other items entitling 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 shall 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 shall be treated as an amount due as determined by Paragraph 15.01.C.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 seven 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 shall 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 seven 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 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 6.05 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 7.11), and other documents, Contractor may make application for final payment.

2. The final Application for Payment shall 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 disputes that Contractor believes are unsettled; 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 Application and Acceptance*:

1. 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 ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of final payment and present the Application for Payment to Owner for payment. Such recommendation shall 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. At the same time Engineer will also give written notice to Owner and Contractor that the Work is acceptable, subject to the provisions of Paragraph 15.07. 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. *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.

D. *Payment Becomes Due*: Thirty days after the presentation to Owner of the final Application for Payment and accompanying documentation, the amount recommended by Engineer (less any further sum Owner is entitled to set off against Engineer's recommendation, including but not limited to set-offs for liquidated damages and set-offs allowed under the provisions above with respect to progress payments) will become due and shall be paid by Owner to Contractor.

15.07 *Waiver of Claims*

A. The making of final payment will not constitute a waiver by Owner of claims or rights against Contractor. Owner expressly reserves claims and rights arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 15.05, from Contractor's failure to comply with the Contract Documents or the terms of any special guarantees specified therein, from outstanding Claims by Owner, or from Contractor's continuing obligations under the Contract Documents.

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 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 terms of any applicable special guarantee required by the

Contract Documents, or by any specific provision of the Contract Documents), any Work is found to be defective, or if the repair of any damages to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas used by Contractor as permitted by Laws and Regulations, is found to be defective, then 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 other adjacent areas;
2. correct such defective Work;
3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, 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 therefrom.

B. If 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 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 correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others).

C. 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.

D. 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.

E. Contractor's obligations under this paragraph are in addition to all other obligations and warranties. The provisions of this paragraph shall not 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, or both, directly attributable to any such suspension. Any Change Proposal seeking such adjustments shall 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) ten 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) 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 seven 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 shall govern over any inconsistent provisions of Paragraphs 16.02.B and 16.02.D.

16.03 *Owner May Terminate For Convenience*

A. Upon seven 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 on account of loss of anticipated overhead, profits, or revenue, 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 seven 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, seven 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; and

2. Disputes between Owner and Contractor concerning the Work or obligations under the

Contract Documents, and arising 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; or
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 Documents requires the giving of written notice, it will be deemed to have been validly given if: delivered in person, by a commercial courier service or otherwise, to the individual or to a member of the firm or to an officer of the corporation for which it is intended; or
   1. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the sender of the notice.

B. 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.

18.02 *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.

18.03 *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.

18.04 *No Waiver*

A. A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this contract.

18.05 *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 or completion of the Contract or termination of the services of Contractor.

18.06 *Controlling Law*

A. This Contract is to be governed by the law of the state in which the Project is located.

18.07 *Headings*

A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

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SECTION 00 22 15
SUPPLEMENTARY CONDITIONS

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract, EJCDC® C-700 (2013 Edition). All provisions that are not so amended or supplemented remain in full force and effect.

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 thereto.

ARTICLE 5 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

SC-5.06 Hazardous Environmental Conditions

SC 5.06 Delete Paragraphs 5.06.A and 5.06.B in their entirety and insert the following:

A. No reports or drawings related to Hazardous Environmental Conditions at the Site are known to Owner.

ARTICLE 6 – BONDS AND INSURANCE

SC-6.02 Insurance—General Provisions

SC-6.02 Add the following paragraph immediately after Paragraph 6.02.B:

1. Contractor may obtain worker's compensation insurance from an insurance company that has not been rated by A.M. Best, provided that such company (a) is domiciled in the state in which the project is located, (b) is certified or authorized as a worker's compensation insurance provider by the appropriate state agency, and (c) has been accepted to provide worker's compensation insurance for similar projects by the state within the last 12 months.

SC-6.03 Contractor's Liability Insurance

SC 6.03 Add the following new paragraph immediately after Paragraph 6.03.J:

K. The limits of liability for the insurance required by Paragraph 6.03 of the General Conditions shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations:

1. Workers' Compensation, and related coverages under Paragraphs 6.03.A.1 and A.2 of the General Conditions:

State:	Statutory
Federal, if applicable (e.g., Longshoreman's):	Statutory
Jones Act coverage, if applicable:	
Bodily injury by accident, each accident	$ NA
Bodily injury by disease, aggregate	$ NA
Employer's Liability:	
Bodily injury, each accident	$ 500,000.00
Bodily injury by disease, each employee	$ 500,000.00
Bodily injury/disease aggregate	$ 1,000,000.00
Foreign voluntary worker compensation	Statutory

2. Contractor's Commercial General Liability under Paragraphs 6.03.B and 6.03.C of the General Conditions:

General Aggregate	$ 2,000,000.00
Products - Completed Operations Aggregate	$ 1,000,000.00
Personal and Advertising Injury	$ 1,000,000.00
Each Occurrence (Bodily Injury and Property Damage)	$ 1,000,000.00

3. Automobile Liability under Paragraph 6.03.D. of the General Conditions:

Bodily Injury:	
Each person	$ 500,000.00
Each accident	$ 1,000,000.00
Property Damage:	
Combined Single Limit of	$ 1,000,000.00

4. Excess or Umbrella Liability:

General Aggregate	**$**	**1,000,000.00**

5. Contractor's Professional Liability:

Each Claim	**$**	**1,000,000.00**
Annual Aggregate	**$**	**2,000,000.00**

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ARTICLE 7 – CONTRACTOR'S RESPONSIBILITIES

A. If the Owner has no objections to the Contractor working multiple shifts, weekends, and legal holidays, use the following:

SC-7.02.B. Delete Paragraph 7.02 B. in its entirety, and insert the following:

B. In the absence of any Laws or Regulations to the contrary, Contractor may perform the Work on holidays, during any or all hours of the day, and on any or all days of the week, at Contractor's sole discretion.

SC-7.02.C. Add the following new paragraph immediately after Paragraph 7.02.B:

Contractor shall be responsible for the cost of any overtime pay or other expense incurred by the Owner for Engineer's services (including those of the Resident Project Representative, if any), Owner's representative, and construction observation services, occasioned by the performance of Work on Saturday or as overtime on any regular work day. If Contractor is responsible but does not pay, 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.

ARTICLE 15 – PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD

SC-15.03 Substantial Completion

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, shall 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 Article 15.

ARTICLE 17 – FINAL RESOLUTION OF DISPUTES

SC-17.02 Add the following new paragraph immediately after Paragraph 17.01.

SC-17.02 Arbitration

A. All matters subject to final resolution under this Article will be decided by arbitration in accordance with the Florida Rules of Civil Procedure, subject to the conditions and limitations of this paragraph. This agreement to arbitrate and any other agreement or consent to arbitrate entered into will be specifically enforceable under the prevailing law of any court having jurisdiction.

B. The demand for arbitration will be filed in writing with the other party to the Contract and with the selected arbitrator or arbitration provider, and a copy will be sent to Engineer for information. The demand for arbitration will be made within the specific time required in this Article, or if no specified time is applicable within a reasonable time after the matter in question has arisen, and in no event shall any such demand be made after the date when institution of legal or equitable proceedings based on such matter in question would be barred by the applicable

statute of limitations. The demand for arbitration should include specific reference to Paragraph SC-17.02.D below.

C. No arbitration arising out of or relating to the Contract shall include by consolidation, joinder, or in any other manner any other individual or entity (including Engineer, and Engineer's consultants and the officers, directors, partners, agents, employees or consultants of any of them) who is not a party to this Contract unless:

1. the inclusion of such other individual or entity is necessary if complete relief is to be afforded among those who are already parties to the arbitration; and

2. such other individual or entity is substantially involved in a question of law or fact which is common to those who are already parties to the arbitration and which will arise in such proceedings.

D. The award rendered by the arbitrator(s) shall be consistent with the agreement of the parties, in writing, and include a concise breakdown of the award, and a written explanation of the award specifically citing the Contract provisions deemed applicable and relied on in making the award.

E. The award will be final. Judgment may be entered upon it in any court having jurisdiction thereof, and it will not be subject to modification or appeal, subject to provisions of the Laws and Regulations relating to vacating or modifying an arbitral award.

F. The fees and expenses of the arbitrators and any arbitration service shall be shared equally by Owner and Contractor.

END OF SECTION

SECTION 00 26 00

AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT

THIS AGREEMENT is made by and between the **City OF FLAGLER BEACH**, a Florida municipal corporation whose address is 105 S. 2nd St., Flagler Beach, Florida 32136 (the "City"), and [*Contractor name*], a [*Entity*], whose address is [*Contractor's primary business address]* (the "Contractor").

W I T N E S S E T H :

WHEREAS, the City requires the services of a contractor to perform Three Public Works Projects (hereinafter referred to as the "Project"); and

WHEREAS, on [*date*], the City issued [*Solicitation No.*]; and

WHEREAS, based on the qualifications, experience, and related certifications, affidavits, and submissions provided in Contractor's submitted response, the City has selected Contractor to perform the construction services; and

WHEREAS, on [*date*], the City issued a Notice of Intent to Award this Contract to Contractor; and

WHEREAS, Contractor has reviewed the services necessary to complete the Project and is qualified, willing, and able to provide and perform all such services in accordance the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and provisions contained herein, the Parties hereby agree as follows:

ARTICLE 1. DEFINITIONS

1.1 The terms used in this Contract, any amendment hereto and all Exhibits attached hereto, shall have the following meanings:

Applicable Law means all applicable federal, state and local laws, statutes, Codes, rules, regulations and ordinances, which are applicable to the Work.

Change means an agreed-upon modification to Contractor's scope of Work that affects the Contract Price and/or the Contract Time.

Change Order means a written instrument signed by the City, Contractor, and the appropriate member of the Design Team, describing a Change and specifying any appropriate adjustments in the Contract Price and/or the Contract Time.

City means the City of Flagler Beach, Florida.

City's Representative means [*name of City's Representative*], or its successor designated in writing.

Codes mean building and other codes applicable to the Project.

Construction Change Directive means a written directive to perform Work that is issued unilaterally by City.

Contract means this Construction Contract and all Exhibits, and all amendments thereto.

Contract Documents mean the documents identified in Section [*X*] of this Contract.

Contract Price means Contractor's compensation for performing the Work.

Contract Time means the period of time for performance of the Work as indicated in the approved Project Schedule, and any subsequent revisions thereto approved by City by Change Order.

Contractor means [*Contractor's name*].

Day means a calendar day.

Design Team means, collectively, any architect, engineer, and/or consultant hired by the City, if any, to provide design services in connection with the Project.

Final Completion means that Contractor has satisfactorily completed all of the Work and that the requirements for the City's final acceptance have been met.

Governmental Authority means any federal, state, local and quasi-governmental agency having jurisdiction over the Project.

Notice to Proceed means a written notice from the City directing Contractor to proceed with Work which establishes the beginning of the construction phase of the Project.

Party or Parties means the City or Contractor or both, respectively, to this Contract.

Project means the Construction of Three Public Works Projects.

Site means See Attachments 1 - 3.

Subcontract means a written agreement, in a form acceptable to the City, between Contractor and a Subcontractor. The term "Subcontract" also includes Purchase Orders.

Subcontractor means a person or entity having a Subcontract directly with Contractor to perform a portion of the Work or to supply materials and/or equipment. The term "Subcontractor" also includes suppliers.

Substantial Completion means the time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of the City, 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 thereof.

Work means all work to be performed by Contractor under the Contract Documents, and includes all labor, materials, equipment, supplies, supervision and administration of the Work provided under the terms of this Contract.

ARTICLE 2: SCOPE OF WORK

2.1 Contractor agrees to diligently provide all construction services, materials, and labor (the "Work") for the performance of Construction of Three Public Works Projects, in accordance with the Scope of Services made part of this Contract, attached hereto as **Exhibit A** and incorporated herein. The Work shall be completed in accordance with the plans and specifications on file with the City of Flagler Beach, the receipt of which is hereby acknowledged and which are incorporated herein by this reference.

ARTICLE 3: TERM

3.1 This Contract shall commence immediately upon execution by both Parties and shall continue through completion of the Project, in accordance with the Project Schedule.

ARTICLE 4: CONTRACT PRICE

4.1 The City shall pay Contractor for the construction services rendered hereunder and completed in accordance with the terms and conditions of this Contract a total amount not to exceed [*written amount ($ number amount)*] (referred to herein as the "Contract Price").

ARTICLE 5: CONTRACT DOCUMENTS

5.1 **Contract Documents Identified.** The Contract Documents, which comprise the entire agreement between the City and Contractor and which are made a part hereof by this reference, shall consist of the following:

5.1.1 This Contract, including all the Exhibits and amendments hereto.

5.1.2 Plans, specifications, and related documents prepared by Design Team Members, and approved in writing by the City, upon which the Contract Price is based.

5.1.3 The following which may be delivered or issued on or after the Effective Date of this Contract and are not attached hereto:

B. Notice to Proceed.

C. Construction Change Directives.

D. Change Orders.

E. Field Orders.

[*Addition documents, as applicable*]

5.2 Intent. The intent of the Contract Documents is to include within Contractor's scope of Work the obligation to perform and provide all labor, supervision, materials and supplies, tools, equipment, permits, licenses, taxes, insurance approvals, transportation, testing and field surveying, and other services and items as are necessary to satisfactorily complete the Work. Matters not expressly included in the Contract Documents, but which are reasonably inferable therefrom as being necessary to produce Work in accordance with the Contract Documents, shall be deemed included as part of the Work.

ARTICLE 6: CONTRACT TIME; LIQUIDATED DAMAGES

6.1 Commencement of Contract Times. The Contract Time shall commence on the day indicated in the Notice to Proceed issued by the City. No Work shall be done prior to such date.

6.2 Time for Performance. Contractor shall achieve Substantial Completion and Final Completion within the timeframes specified in the Contract Documents, or as extended by approved Change Orders.

6.3 Time is of the Essence. Contractor acknowledges that the timely performance of the Work in accordance with the Project schedule is "of the essence" of this Contract. This "time of the essence" requirement shall apply to all dates, time limits, and time requirements including, but not limited to, the Substantial Completion date, set forth in this Contract and in the Project Schedule.

6.4 Liquidated Damages.

6.4.1 The Parties acknowledge that Contractor's failure to complete the Work within the Contract Time will result in damages that are difficult to accurately determine. Therefore, if Contractor fails to achieve Substantial Completion or Final Completion within the contractually specified time, or any extension thereof granted pursuant to the Contract, the City shall assess liquidated damages as follows: [*formula for damages*].

6.4.2 The Parties agree that the liquidated damages are not a penalty, but a reasonable estimate of actual damages incurred due to delayed completion, including additional administrative, inspection, and oversight costs.

6.4.3 Liquidated damages may be deducted from any progress payment or retainage due to Contractor. If the unpaid contract balance is insufficient, Contractor shall be liable for the excess amount.

ARTICLE 7: PAYMENT PROCEDURES

7.1 Invoices. Contractor shall submit invoices for progress payments in a format acceptable to the City, including a detailed breakdown of Work completed, materials provided, and authorized change orders. Each invoice shall be accompanied by supporting documentation, which may include Subcontractor and supplier payment affidavits, certified payroll records (if applicable), and/or any other information required by the City. The City may reject any invoice that is incomplete, incorrect, or lacks sufficient documentation, in which case Contractor shall resubmit a corrected invoice.

7.2 Billing Address. Unless otherwise agreed to in writing by both Parties, Contractor shall submit invoices to: Finance Department, City of Flagler Beach, 105 S. Second Street, Flagler Beach, FL 32136.

7.3 Progress Payments. The City shall make periodic payments to Contractor based on the percentage of Work completed. Payments shall be made in accordance with the Local Government Prompt Payment Act (§ 218.70 *et seq.*, *Florida Statutes*) upon the City's receipt of a properly submitted invoice.

7.4 Retainage.

7.4.1 In accordance with § 255.078, F.S., the City shall retain five percent (5%) of each progress payment as retainage; provided, however, the City may approve full payment to certain suppliers and Subcontractors when such payment is generally the practice of the industry. Once the Project reaches fifty percent (50%) completion, as determined by the City, the retainage may be reduced for subsequent progress payments, provided Contractor is performing satisfactorily.

7.4.2 Within ten (10) Days after receiving retainage from the City, Contractor shall remit the appropriate retainage amount to each Subcontractor or supplier whose labor, services, or materials were included in the payment. Contractor shall not withhold retainage from Subcontractors or suppliers in excess of the percentage withheld by the City unless otherwise agreed to in writing. Failure to comply with this provision may result in penalties or withholding of future payments.

7.5 Final Payment.

7.5.1 In accordance with § 255.078, *Florida Statutes*, upon Final Completion, the City shall pay Contractor the remaining contract balance, including all retainage previously withheld, less an amount equal to one hundred fifty percent (150%) of the estimated cost to complete any outstanding punch list items.

7.5.2 The City's acceptance of Contractor's final invoice and any payment made in connection therewith shall not constitute a waiver of any rights or causes of action the City may have arising out of the Contractor's performance of services under this Contract. The City expressly reserves the right to pursue any claims or remedies available under this Contract or applicable law, notwithstanding the acceptance of the final invoice or payment.

7.6 Interest. All amounts not paid when due shall bear interest at the rate of not more than two percent (2%) per annum.

ARTICLE 8: CONTRACTOR'S REPRESENTATIONS

8.1 Contractor hereby represents the following:

8.1.1 Contractor is familiar with the nature and extent of the Contract Documents, work, locality, all local conditions, and federal, state, and local laws, ordinances, rules, and regulations that may affect cost, progress, or performance of the Work.

8.1.2 Contractor has visited the Project Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

8.1.3 Contractor has investigated and is fully informed of the construction and labor conditions, of obstructions to be encountered, of the character, quality, and quantities of the Work to be performed, materials to be furnished, and requirements of the plans and other Contract Documents.

8.1.4 Contractor has carefully studied all reports of explorations and tests of subsurface conditions at or adjacent to the Project Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Contract Documents, with respect to technical data in such reports and drawings.

8.1.5 Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Project Site; information and observations obtained from visits to the Project Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs. Contractor accepts full responsibility for, and waives all claims for additional compensation relating to, existing conditions at the Site.

8.1.6 Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.

8.1.7 Contractor is aware of the general nature of work to be performed by City and others, if any, at the Project Site that relates to the Work as indicated in the Contract Documents.

8.1.8 Contractor has given the City written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Project Site conditions and the Contract Documents, and the written resolution thereof by the appropriate Design Team member, as identified by the City, is acceptable to Contractor.

8.1.9 The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

8.1.10 Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Contract are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 9: CITY'S RESPONSIBILITIES

9.1 City's Representative. The City shall designate in writing a representative who is authorized to act on behalf of the City with respect to the Project. The City's Representative shall render decisions promptly and furnish information expeditiously, so as to avoid unreasonable delay in the services or Work.

9.2 Information and Services. The City shall furnish, at its expense, the services, information, surveys, and reports required for Contractor to complete the Work. Contractor shall be entitled to rely on the accuracy and completeness of information furnished by the City but shall exercise precautions relating to the safe performance of the Work.

ARTICLE 10: CONTRACTOR RESPONSIBILITIES

10.1 [*Add In*].

ARTICLE 11: INSURANCE; INDEMNITY

11.1 Indemnity. To the fullest extent permitted by law, Contractor shall indemnify and hold harmless the City and its officers and employees from liabilities, damages, losses, and costs of any kind, including, but not limited to, reasonable attorneys' fees and costs through appeal, but only to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Contractor and/or persons employed or utilized by Contractor in the performance of this Contract. The City shall be entitled to recover actual reasonable attorneys' fees and reasonable court costs and all other costs, expenses, and liabilities incurred and/or suffered by the City in any action brought to enforce all or any part of this Section. Contractor's obligations under this Section shall in no way limit the City's other rights and remedies under this Contract. Nothing herein shall be interpreted to constitute a waiver of sovereign immunity of the City, as set forth in § 768.28, *Florida Statutes*.

11.2 Insurance. Contractor shall not commence any construction Work in connection with this Contract until all required insurance policies have been obtained and approved by the City. Similarly, Contractor shall not permit any Subcontractor to commence Work until the Subcontractor has obtained and received approval for all required insurance. All insurance

policies shall be issued by insurers that are qualified and authorized to do business in Florida. Contractor's failure to maintain coverage as required herein shall not relieve Contractor of any contractual responsibility or obligation. The requirements specified herein as to types, limits, and the City's approval of insurance coverage to be maintained by Contractor and any Subcontractors are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Contractor and the Subcontractors under a contract.

ARTICLE 12: TERMINATION

12.1 Termination by Contractor.

12.1.1 If: (A) without good cause, the City shall fail for a period of [*number (X)*] Days after the due date to make payment on the undisputed portion of any approved Contractor invoice; or (B) if the Work shall have been suspended: (i) by the City for a period in excess of one hundred twenty (120) Days; or (ii) for a period in excess of one hundred eighty (180) Days under an order of any court or other public authority having jurisdiction over the Work or the Project or as a result of an act of any Governmental Authority such as, for example, a declaration of national emergency making materials unavailable through no act or fault of Contractor, then Contractor immediately shall serve City with written notice thereof.

12.1.2 If the City shall fail: (1) to cause all such undisputed portions of such invoice to be paid within [*number (X)*] Days after such notice; or (2) if the delay described in Section 11.1.1(B) above shall continue more than thirty (30) Days after receipt of such notice, then this Contract may be terminated by Contractor by written notice to the City setting forth the date of termination, which date shall not be sooner than fourteen (14) Days after the date of the second notice. If, within said fourteen-Day (14) period, the matter giving rise to Contractor's right to terminate this Contract shall not have been cured or discontinued, this Contract shall be deemed to be Terminated for Convenience, and Contractor shall be compensated in the manner and to the extent set forth in Section 11.4. hereof.

12.2 City's Right to Perform CM's Obligations. If Contractor fails to fulfill any obligations under this Contract, including obligations to perform Work using Contractor's own forces or Subcontractors, the City may, upon providing seven (7) Days' written notice to Contractor, remedy such deficiencies. The cost incurred by the City to address and correct these deficiencies shall be deducted from the Contract Price.

12.3 Termination by the City for Cause.

12.3.1 The occurrence of any one of the following events shall constitute a "For-Cause Event" by Contractor under this Contract. If Contractor:

A. Is adjudged bankrupt.

B. Makes a general assignment for the benefit of Contractor's creditors.

C. Has a receiver appointed on account of Contractor's insolvency?

D. Repeatedly refuses or fails, except in cases for which extension of time is provided, to supply enough properly skilled workers or proper materials.

E. Fails to commence or diligently pursue the Work in accordance with Project Schedule, if applicable, or otherwise within the time specified in the Contract Documents.

F. Fails to make prompt payments to Subcontractors in accordance with the respective agreements between Contractor and the Subcontractors or suppliers.

G. Repeatedly disregards applicable federal or state laws, rules, ordinances, regulations, codes or lawful orders of any public authority having jurisdiction.

H. Refuses to allow public access to any documents, papers, letters, or other material made or received by Contractor in conjunction with this Contract that are subject to the provisions of Chapter 119, *Florida Statutes*.

I. Is otherwise in breach of a material provision of this Contract.

12.3.2 Under any of the above referenced circumstances, the City may, without prejudice to any right or remedy of the City and after providing Contractor and Contractor's surety, if any, seven (7) Days' written notice, terminate this Contract and may, subject to any prior rights of the surety, take possession of the Project Site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by Contractor, and may finish the Project by whatever reasonable method the City may deem expedient.

12.3.3 If the City terminates this Contract for cause pursuant to this Section, Contractor shall not be entitled to receive further compensation until the Work is finished. If the unpaid balance of the Contract Price exceeds costs of finishing the Work, including compensation for any Design Team member services, if any, and expenses made necessary thereby and other damages incurred by the City and not expressly waived, such excess shall be paid to Contractor. If such costs and damages exceed the unpaid balance, Contractor shall pay the difference to the City. Reasonable termination expenses incurred by the City may be deducted from any unpaid balance owed to Contractor, excluding monies owed to Contractor for subcontract Work.

12.3.4 If any termination by the City is later determined to have been improper or unjustified, such termination shall nonetheless be deemed and considered for all purposes a termination for convenience.

12.4 Termination by City for Convenience.

12.4.1 The City, at any time and for any reason whatsoever in City's sole discretion, may terminate this Contract for City's convenience. Any such Termination for Convenience shall be affected by delivering to Contractor a written notice of Termination for Convenience at least ten (10) Days prior to the effective date thereof,

specifying the date upon which the Termination for Convenience shall become effective and identifying any specific portion of the Work to be completed by Contractor prior to such effective date. Upon receipt of the City's written notice of Termination for Convenience, Contractor shall:

A. Cease operations as directed by the City in the notice.

B. Take actions reasonably necessary, or as directed by the City, to protect and preserve the Work.

C. Except for Work directed to be performed prior to the effective date of termination, terminate all existing subcontracts and purchase orders and refrain from entering into any further subcontracts and/or purchase orders.

12.4.2 In the event of the City's Termination for Convenience, the City shall pay Contractor for Work properly executed up to the effective date of termination and reasonable costs incurred by reason of such termination.

12.4.3 In the event of a Termination for Convenience, Contractor shall be paid by City for: (A) the unpaid portion of the Contract Price relating to Work properly executed in accordance with this Contract up to the effective date of the Termination for Convenience and (B) reasonable, documented demobilization costs incurred as a direct result of the Termination for Convenience. In no event shall Contractor be entitled to any compensation for consequential or indirect damages, including but not limited to, loss of overhead, anticipated profits or revenue, loss of opportunity, or other economic loss arising out of or resulting from such termination.

12.4.4 The remedy provided under this Section shall be Contractor's exclusive remedy under this Contract against the City for Termination for Convenience. In the event any termination for cause or default of Contractor pursuant to this Contract is later determined to have been improper, such termination or default shall be automatically converted to a Termination for Convenience under this Section and Contractor shall be limited in its recovery strictly to the compensation provided for in this Section.

ARTICLE 13: MISCELLANEOUS

13.1 Dispute Resolution. In the event of any dispute, claim, or controversy arising out of or relating to this Contract, the Parties agree to first attempt to resolve the matter through good faith negotiations. Any Party may initiate the negotiation process by providing written notice to the other Party, outlining the nature of the dispute. If the Parties are unable to resolve the dispute within thirty (30) Days of such notice, either Party may proceed to resolve the matter through litigation in a court of competent jurisdiction as defined in Section 12.2 below. Each Party reserves all rights and remedies available under applicable law.

13.2 Governing Law; Venue; Waiver of Jury Trial. The laws of the State of Florida shall govern all aspects of this Contract. In the event it is necessary for either Party to initiate

legal action regarding this Contract, venue shall lie in the state or federal courts having jurisdiction in Volusia County, Florida. **THE PARTIES HEREBY KNOWINGLY AND VOLUNTARILY WAIVE THEIR RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR CLAIM, ARISING OUT OF THIS AGREEMENT, WHICH MAY BE BROUGHT BY EITHER OF THE PARTIES HERETO.**

13.3 Notice. All notices required and/or made pursuant to this Contract shall be in writing and shall be delivered in person or by United States certified mail, postage prepaid and return receipt requested, to the following addresses:

City: City of Flagler Beach
Attn: City Manager
105 South 2nd St.
Flagler Beach, Florida 32136

Contractor: [*Name*]
Attn: [*Representative*]
[*Address*]
[*Address*]

13.4 Project Records/Audit. Throughout the term of the Contract, Contractor shall maintain, and require Subcontractors to maintain, complete and correct records, books, documents, papers, and accounts of all activities related to this Contract (the "Records"). Such Records shall be available at all reasonable times for examination and audit by City or any authorized City representative upon reasonable notice and shall be maintained for the longer of (1) five years following final payment or (2) the conclusion of all audits and litigation (including all appeals) arising out of or relating to the Contract. Incomplete or incorrect entries in any Records shall be grounds for disallowance by or reimbursement to City of any fees or expenses based upon such entries. Disallowed fees will be paid when incomplete or incorrect entries are remedied to the satisfaction of City. Contractor's refusal to comply with the provisions of this paragraph may be grounds for termination of the Contract for cause by City.

13.5 Consequential Damages. The Parties mutually waive all claims for consequential damages, except to the extent paid for by insurance maintained for this Project.

13.6 Public Records.

13.6.1 Pursuant to § 119.0701, *Florida Statutes*, Contractor agrees to:

A. Keep and maintain public records in Contractor's possession or control in connection with Contractor's performance of services under this Contract.

B. Upon request from City's custodian of public records, provide City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost allowed by Chapter 119, Florida Statutes, or as otherwise provided by law.

C. Ensure that any 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 until the records are transferred to City.

D. Upon the termination or natural expiration of this Contract, either transfer, at no cost to City, all public records in Contractor's possession or keep and maintain the public records in accordance with all applicable requirements for retaining public records. All records stored electronically must be provided to City, upon request from City's custodian of public records, in a format that is compatible with the information technology systems of City. In the event of transfer, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

13.6.2 **IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS: POVERSTREET@CityOFFLAGLERBEACH.COM; (386) 517-2000; 105 SOUTH 2ND ST., FLAGLER BEACH, FLORIDA 32136.**

13.6.3 Unless otherwise provided by law, any and all records, including, but not limited to, reports, surveys, and other data and documents provided or created in connection with this Contract are and shall remain the property of the City.

13.6.4 Contractor acknowledges that Contractor's failure or refusal to comply with the provisions of this Paragraph shall result in the immediate termination of this Contract by City and other penalties as provided by law.

13.7 E-Verify. Pursuant to § 448.095(5), *Florida Statutes*, Contractor is required to use the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. Contractor shall also require all Subcontractors performing work under the Contract to use the E-Verify system for any newly hired employees. Contractor shall obtain from each Subcontractor an affidavit stating that the Subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and that the Subcontractor is in compliance with § 448.095, *Florida Statutes*. Contractor shall retain a copy of the affidavit(s) for the duration of the Contract and provide it to City upon request. Contractor hereby affirms that it is registered with the E-Verify system and is in full compliance with all applicable provisions of § 448.095, *Florida Statutes*. Upon request, Contractor shall provide evidence of such registration and compliance. Contractor acknowledges that failure to comply with this paragraph, including failure to secure and retain Subcontractor affidavits, may result in immediate termination of the Contract

without liability and without regard to the notice requirements set forth therein and other penalties as provided by law.

13.8 Scrutinized Companies. In accordance with § 287.135, *Florida Statutes*, Contractor hereby certifies that neither Contractor nor any subsidiary, parent company, or affiliate of Contractor is engaged in a boycott of Israel, nor is on the Scrutinized Companies that Boycott Israel List. Contractor further agrees that Contractor will not subcontract with any entity that is engaged in a boycott of Israel or is on the Scrutinized Companies that Boycott Israel List. In the event Contractor, or any of its subsidiaries, parent companies, affiliates, or Subcontractor(s) engages in a boycott of Israel or is placed on the Scrutinized Companies that Boycott Israel List during the term of the Contract, Contractor shall immediately notify City. Contractor acknowledges that failure to comply with this paragraph, including any false certification, may result in the immediate termination of the Contract without liability and without regard to the notice requirements set forth therein and may subject Contractor to civil penalties and other remedies available under the law.

13.9 Public Entity Crime. In accordance with § 287.133, *Florida Statutes*, no person or affiliate, as defined in therein, shall be allowed to contract with City, nor be allowed to enter into a subcontract for work under the Contract, if such person or affiliate has been placed on the convicted vendor list following a conviction for a public entity crime within the preceding thirty-six (36) months. Contractor hereby certifies that neither Contractor nor any of Contractor's affiliates or Subcontractors are on the convicted vendor list. Contractor shall notify City immediately if Contractor or any affiliate or Subcontractor is placed on the convicted vendor list at any time during the term of the Contract. Contractor acknowledges that failure to comply with this paragraph may result in the immediate termination of the Contract without liability and without regard to the notice requirements set forth therein, and other penalties as provided by law.

13.10 Conflict of Interest. Contractor warrants that Contractor has not employed or retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Contract, and that Contractor has not paid or agreed to pay any person, company, corporation, individual, or firm any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Contract. Contractor acknowledges that failure to comply with this paragraph may result in the immediate termination of the Contract without liability and without regard to the notice requirements set forth therein

13.11 Human Trafficking. In accordance with § 787.06, *Florida Statutes*, Contractor hereby certifies that Contractor does not use coercion for labor or services, as those terms are defined in § 787.06, *Florida Statutes*, and that Contractor has provided to City the Human Trafficking Affidavit, attached hereto as **Exhibit X**, and incorporated herein by reference.

13.12 Equal Opportunity Employer. Contractor certifies that it is an equal opportunity employer and agrees to comply with all applicable federal, state, and local equal opportunity employment laws. Contractor agrees to include a similar non-discrimination

provision in all subcontracts entered into pursuant to the Contract and will take reasonable steps to ensure compliance with such provision by its Subcontractors.

13.13 Drug-Free Workplace. Contractor hereby certifies that it complies with Florida's Drug-Free Workplace Program as outlined in § 287.087, *Florida Statutes*. Contractor agrees to maintain a drug-free workplace throughout the term of this Contract and will provide evidence of such compliance upon request by the City.

13.14 Survival. Any terms or conditions of this Contract that require acts beyond the date of the term of the Contract shall survive the expiration of the Contract and shall remain in full force and effect unless and until the terms or conditions are completed.

13.15 Non-Discrimination; Federal Wages. Contractor, for itself, its delegates, successors-in-interest, and its assigns, and as a part of the consideration hereof, does hereby covenant and agree that i) in the furnishing of services to the City hereunder, no person shall be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination in regard to this Contract on the grounds of such person's race, color, national origin, religion, sex, age, disability, sexual orientation, or marital status; and ii) Contractor shall comply with all existing requirements concerning discrimination imposed by any and all applicable local, state, and federal rules, regulations, or guidelines, and they may be amended from time to time. In the event of a breach of any of the nondiscrimination covenants described in this Section, the City shall have the right to terminate this Contract for cause. If this Project is subject to federal and grant funding that requires specific wage and non-discrimination provisions, Contractor shall be required to comply with the same.

13.16 Non-Collusion. Execution of this Contract by Contractor shall act as the execution of a non-collusion certificate stating that it has entered into no agreement to commit a fraudulent, deceitful, unlawful, or wrongful act, or any act that may result in unfair advantage for one or more firms over other firms. Conviction for the commission of any fraud or act of collusion in connection with any sale, quote, quotation, proposal, or other act incident to doing business with the City may result in permanent debarment. No premiums, rebates, or gratuities are permitted, either with, prior to, or after any delivery of material or provision of services. Any such violation may result in award cancellation, return of materials, discontinuation of services, and removal from Contractor list(s), and/or debarment or suspension from doing business with the City.

13.17 Sovereign Immunity. The City expressly retains all rights, benefits, and immunities of sovereign immunity in accordance with § 768.28, *Florida Statutes*. Notwithstanding anything set forth in any section, article, or paragraph of this Contract to the contrary, nothing in this Contract shall be deemed as a waiver of sovereign immunity or limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature, and the cap on the amount and liability of the City for damages, attorneys' fees, and costs, regardless of the number or nature of claims in tort, equity, or contract, shall not exceed the dollar amount set by the Florida Legislature for tort. Nothing in this Contract shall inure to the benefit of any third party for the purpose of allowing any

claim against the City which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law. This Section shall not limit any remedies as specifically contained in this Contract.

13.18 Severability. In the event that any term of this Contract is deemed by a court of competent jurisdiction to be invalid, illegal, or otherwise unenforceable (1) the Parties shall use all reasonable efforts to negotiate in good faith to amend the term to eliminate any such invalidity, illegality, or unenforceability to the extent practically possible, taking into full account their original intent when entering into this Contract in the first instance, and (2) the remaining provisions hereof shall continue in full force and effect.

13.19 Waiver. No waiver of any term or right in this Contract shall be effective unless made in writing and signed by an authorized representative of the waiving Party. The failure of either Party to enforce any provision of this Contract shall not be construed as a waiver or modification of such provision, or impairment of its right to enforce such provision or any other provision of this Contract thereafter. Any written waiver authorized on one occasion is effective only in that instance and only for the specific purpose stated, and does not operate as a waiver on any future occasion.

13.20 Entire Contract; Modification. This Contract, along with all Exhibit and any other attachments specifically incorporated herein by reference, sets forth the entire agreement between the Parties with respect to its subject matter and supersedes any prior agreements or communications between the Parties, whether written or oral, relating hereto. No representation, inducement, or promise has been made or relied upon by either Party in entering into this arrangement other than as specifically set forth herein. This Contract may be modified only by a written amendment signed by an authorized representative of each Party. To the extent that the terms hereof contradict any of the terms of any attachment hereto, the terms hereof shall govern, unless specifically set forth to the contrary in any such attachment.

13.21 Assignment. Unless expressly agreed to elsewhere in the Contract, no assignment by a Party hereto of any rights under or interests in the Contract will be binding on another 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 Documents.

13.22 Successors and Assigns. The City 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.

13.23 No Third-Party Beneficiaries. This Contract is being entered into for the sole benefit of the Parties hereto, and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever.

13.24 Joint Authorship. This Contract shall be construed as resulting from joint negotiation and authorship. No part of this Contract shall be construed as the product of any one of the Parties hereto.

13.25 Headings. All headings of the sections, exhibits, and attachments contained in this Contract are for reference purposes only and shall not affect the interpretation of any of the terms and conditions set forth herein.

13.26 Electronic Signatures. This Contract may be executed in multiple counterparts, each one of which shall be deemed an original, but all of which together shall constitute the same Contract. Electronic signatures shall be valid and sufficient to bind any Party to this Contract. Signatures to this Contract transmitted by facsimile, email, or other electronic transmission (for example, through the use of a Portable Document Format or "pdf" file) shall be valid and effective to bind the Party so signing. All such signatures will be deemed to be original signatures for all purposes.

[signatures on following page]

IN WITNESS WHEREOF, the Parties hereto, by their duly authorized representatives, have executed this Contract, effective this ____ day of _____ 20_____.

CITY OF FLAGLER BEACH

_____
Patti King, Mayor

ATTEST:

_____
Penny Overstreet, City Clerk

[additional signatures on following page]

[*INSERT CONTRACTOR*]

_____

_____
Print

_____
Title

ACKNOWLEDGEMENT

STATE OF FLORIDA

COUNTY OF _____

Sworn to (or affirmed) and subscribed before me by means of

online notarization ☐ *OR* physical presence ☐

this _____ day of _____, 20____.

Personally Known ☐ *OR* Produced identification ☐

Type of Identification Produced:_____

_____
Signature of Notary Public
Print, Type or Stamp Commissioned Name of Notary Public below:

SECTION 00 41 13 BID FORM

ADDITIONAL RECLAIMED WATER MAIN RIVER CROSSING – UPLAND/LAMBERT AVE. PORTION

CITY PROJECT NO.: TBD

CITY INVITATION TO BID NO: FB-2026-0705

APRIL 2026

INVITATION TO BID
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ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

City of Flagler Beach
105 S 2nd Street
Flagler Beach, FL 32136

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

Addendum No.	**Addendum, Date**
_____	_____
_____	_____
_____	_____
_____	_____

B. Bidder (or authorized representative) has attended the Mandatory Pre-Bid Conference.

C. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

D. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

E. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

F. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.

G. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.

H. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.

I. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.

J. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.

K. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;

B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;

C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and

D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the e execution of the Contract.

ARTICLE 5 – BASIS OF BID

5.01 **BID:** Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

Base Bid Price (Total of All Work)	**$**
Additive Alternate Bid Price (Total of All Work)	**$**

5.02 UNIT PRICING

Item	Description	Qty	Unit	Unit Cost	Total Cost
1	**Mobilization/Demobilization (<5% of total bid)**	1	LS		
2	**Pre-Construction Video**	1	LS		
3	**Soil and Erosion Control**	1	LS		
4	**Maintenance of Traffic**	1	LS		
5	**Survey Layout**	1	LS		
6	**Water Main Via Open Cut**				
a	16" PVC (2,691 LF Shown on Plans, SOP)	2,800	LF		
b	6" DIP (150 LF SOP)	170	LF		
c	6" PVC (47LF SOP)	60	LF		
7	**Valves**				
a	16" Gate Valve (3 EA SOP)	4	EA		
b	6" Gate Valve (O EA SOP)	1	EA		
c	2" Blow Off Assembly (1 SOP)	2	EA		
d	6" Line Stop (2 EA SOP)	2	EA		
8	**Fire Hydrant Assembly (6 EA SOP)**	7	EA		
9	**Tie-Ins**				
a	16"x 16" (1 EA SOP)	1	EA		
b	6"x 6" (1 EA SOP)	1	EA		
10	**Water Services**				
a	3/4"-1" Short Side Service (31 EA SOP)	35	EA		
b	3/4"-1" Long Side Service (36 EA SOP)	40	EA		
11	**Ductile Iron Fittings (1.0 TN SOP)**	2.0	TN		
12	**Existing Water Main Deactivation/Abandonment**				
a	Service Modification (67 SOP)	75	EA		
b	Fire Hydrant Removal/Salvage (3 SOP)	3	EA		
c	Valve Box Modification (O SOP)	2	EA		
13	**Restoration**				
a	Concrete Driveway Remove and Replace (550 SY SOP)	600	SY		
b	Concrete Paver Driveway Remove/Repair (45 SY SOP)	60	SY		
c	Asphalt Road Open Cut/Repair (25 SY SOP)	35	SY		
20	**As-builts**	1	LS		
				BASE BID TOTAL	

ADDITIVE ALTERNATE BID - SWALE AND CULVERT WORK					
1A	**Additional Mobilization/Demobilization (<5% of total alternate bid)**	1	LS		
2A	**Additional Pre-Construction Video**	1	LS		
3A	**Additional Soil and Erosion Control**	1	LS		
4A	**Additional Maintenance of Traffic**	1	LS		
5A	**Additional Survey Layout**	1	LS		
6A	**Remove /Replace Culvert**				
a	24" RCP (479 LF SOP)	510	LF		
b	18" RCP (174 LF SOP)	195	LF		
c	15" RCP (15 LF SOP)	30	LF		
7A	**Mitered End Sections**				
a	24" (28 EA SOP)	30	EA		
b	18" (10 EA SOP)	12	EA		
c	15" (2 EA SOP)	4	EA		
8A	**Regrade/Restore Swale (2200 LF SOP)**	2400	LF		
9A	**Additional Restoration**				
a	Concrete Driveway Remove and Replace (283 SY SOP)	315	SY		
b	Concrete Paver Driveway Remove/Repair (33 SY SOP)	50	SY		
10A	**As-builts**	1	LS		
				ADDITIVE ALTERNATE BID TOTAL	

Submitted by: _____

Contractor: _____

Address: _____

Telephone: _____ **Fax:** _____

State of Florida Contractor License Information

Licensee: _____ **License No.:** _____

ARTICLE 6 – TIME OF COMPLETION

6.01 The Project shall be substantially completed within One Hundred Fifty (150) days from the Notice to Proceed. An additional Thirty (30) days shall be used to complete any outstanding issues or punch-list items. **Final Completion shall be One Hundred Eighty (180) days from Notice to Proceed**.

6.02 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated.

6.03 Bidder accepts the provisions of the Agreement as to liquidated damages established as Five Hundred ($500) per day beyond the 180 days of total project time.

ARTICLE 7 – ATTACHMENTS TO THIS BID

7.01 The following documents are submitted with and made a condition of this Bid:

A. Required Performance security;
B. List of Proposed Subcontractors;
C. List of Proposed Suppliers;
D. List of Project References;
E. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids;

F. Required Bidder Qualification Statement with supporting Attachments A through O; and
G. Submit sealed bids including one (1) original copy and one (1) electronic copy in pdf format on USB thumb drive.

ARTICLE 8 – DEFINED TERMS

8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 – BID SUBMITTAL

BIDDER: *[Indicate correct name of bidding entity]*

_____

By:
[Signature] _____

[Printed name] _____
(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:
[Signature] _____

[Printed name] _____

Title: _____

Submittal Date: _____

Address for giving notices:

_____

_____

Telephone Number: _____

Fax Number: _____

Contact Name: _____

Contact e-mail address: _____

Bidder's License No.: _____

END OF SECTION

SECTION 00 43 25
PERFORMANCE BOND

CONTRACTOR *(name and address)*: SURETY *(name and address of principal place of business)*:

OWNER
City of Flagler Beach 105 S 2nd Street
Flagler Beach, FL 32137

CONSTRUCTION CONTRACT
Effective Date of the Agreement:
Amount:
Description: City of Flagler Beach Bid Number

BOND
Bond Number:
Date *(not earlier than the Effective Date of the Agreement of the Construction Contract)*:
Amount:
Modifications to this Bond Form: ☐ None ☐ See Paragraph 16

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL	**SURETY**
_____ *(seal)*	_____ *(seal)*
Contractor's Name and Corporate Seal	Surety's Name and Corporate Seal
By: _____	**By:** _____
Signature	Signature *(attach power of attorney)*
_____	_____
Print Name	Print Name
_____	_____
Title	Title
Attest: _____	**Attest:** _____
Signature	Signature
_____	_____
Title	Title

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be 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 shall 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 shall 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 shall 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 shall 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 shall 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 shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall 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 shall not be reduced

or set off on account of any such unrelated obligations. No right of action shall 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 may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall 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 shall be applicable.

12. Notice to the Surety, the Owner, or the Contractor shall 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 shall be deemed deleted here from and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

14. Definitions

14.1 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.

14.2 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.

14.3 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.

14.4 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.

14.5 Contract Documents: All the documents that comprise the agreement between the Owner and Contractor.

15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

END OF SECTION

SUMMARY OF WORK

PART 1 GENERAL

1.01 Section Includes

Summary of work, other contracts, work sequence, operation of existing facilities, use of premises, coordination, cutting and patching.

1.02 Summary of Work

1.02.1 Construction of approximately 2,800 LF of new 16-inch diameter PVC water main.

- 1.02.1.1 Construction of approximately 75 water services and reconnection to customer piping.
- 1.02.1.2 Construction of seven (7) fire hydrants assemblies.
- 1.02.1.3 Restoration of disturbed areas.

1.02.2 Abandonment/Deactivation of approximately 3,100 LF of existing 6-inch diameter water main.

- 1.02.2.1 Removal/Salvage of three (3) fire hydrants.
- 1.02.2.2 Modification to approximately 75 services and two (2) valves.

1.02.3 Additive Alternate Bid – Swale and Culvert Work

- 1.02.3.1 Regrading of approximately 2,400 LF of existing swale.
- 1.02.3.2 Removal and Replacement of approximately 735 LF of 15-inch, 18-inch, and 24-inch diameter culverts.
- 1.02.3.3 Restoration of disturbed areas.

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION - Not Used

END OF SECTION

SECTION 01270

MEASUREMENT AND PAYMENT – UNIT PRICE CONTRACTS

PART 1 GENERAL

1.01 GENERAL

A. Payment for all work done in compliance with the Contract Documents, inclusive of furnishing all manpower, equipment, materials, and performance of all operations relative to construction of this project, will be made under Pay Items. Work for which there is not a pay item will be considered incidental to the Contract and no additional compensation will be allowed.

B. The Owner reserves the right to modify work as may be necessary and increase or decrease quantities of work to be performed, including deduction or cancellation of any one or more of the Pay Items. Changes in the work shall not be considered as a waiver of any conditions of the Contract nor invalidate any provisions thereof.

C. The Contractor's attention is again called to the fact that the quotations for the various items of work are intended to establish a total price cost for completing the work in its entirety. Should the Contractor feel that the cost of any item of the work has not been established by the Bid Form, he shall include the cost for the work in some other applicable bid item, so that his proposal for the project does reflect his total price for completing the work in its entirety.

D. The quantities for payment under this Contract shall be determined by actual measurement and payment of the completed items, in place, ready for service and accepted by the Owner, in accordance with the applicable method of measurement therefore contained herein. A representative of the Contractor shall witness all field measurements.

E. Work performed by the Contractor outside the limits of construction shall be at the Contractor's expense.

2.01 MEASUREMENT

A. The quantities for payment under this Contract shall be determined by actual measurement of the completed items, in place, ready for service and accepted by the Owner, in accordance with the applicable method of measurement therefore contained herein.

3.01 PAYMENT ITEMS

A. Items are as enumerated on the bid form and the lump sums provided encompass the entire scope of work as described herein.

END OF SECTION

SECTION 01320

PROJECT COMPLETION SCHEDULE

PART 1 GENERAL

1.01 Section Includes

Project completion scheduling

1.02 Submittals

A. Prior to construction, prepare a schedule showing all major activities needed to complete project. Include major material and equipment order and delivery times. Submit to Owner no later than the date of the preconstruction conference. Update the schedule if any major events occur that would alter the previously submitted schedule.

B. Include on the schedule a minimum float of 1 day every 3 weeks during construction.

C. Project substantial and final completion dates shown on schedule shall be same as or earlier than the contractual dates.

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION

3.01 Monitoring and Updating of Schedule

A. Float shown on the schedule belongs to the project.

B. Progress data shall be accumulated to update the schedule on a monthly basis, prior to submittal of the application for payment. Progress data shall include:

1. Activities started
2. Activities completed
3. Predicted activity starts and predicted activity completions
4. Changes in original duration for specific activities
5. Changes in activity sequences
6. Percent complete on activities

END OF SECTION

SECTION 01410

REGULATORY REQUIREMENTS AND PERMITS

PART 1 GENERAL

1.01 Section Includes

Regulatory requirements, project permits

1.02 Requirements of Regulatory Agencies

A. Whenever the Drawings and Specifications conflict with the requirements of the permit, then the requirements of the permit shall govern and the cost of abiding by the provisions of the permit shall be considered incidental to the Contract.

B. All electrical apparatus and wiring pertaining to a piece of equipment or an appliance furnished and installed under this Contract shall comply with the National Electrical Code and shall be listed by Underwriters Laboratories or bear the approval of a recognized Testing Laboratory approved by the Engineer.

1.03 Project Permits

A. The City has acquired an FDEP permit for the project and it is included in these documents.

B. The Contractor shall review and become familiar with all permits for the Project, complete with all conditions, attachments, exhibits and permit modifications. A copy of all permits for the Project shall be maintained by the Contractor at the project site, and shall be available for review upon request.

C. The Contractor shall be fully responsible to abide by all provisions of the permits. The Contractor is responsible for the selection, implementation and operation of all measures required by the permits, including the maintenance of said measures as necessary during construction. No additional compensation will be allowed for any work associated with permit requirements.

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION - Not Used

END OF SECTION

SECTION 01420

ABBREVIATIONS

PART 1 GENERAL

1.01 Reference to Standards and Specifications of Technical Societies

A. Definitions and interpretations shall be as provided in Section 1 of the General Conditions.

B. Work specified by reference to published standard or specification of government agency, technical association, trade association, professional society or institute, testing agency, or other organization shall meet requirements or surpass minimum standards of quality for materials and workmanship established by designated standard or specification.

C. Where so specified, products or workmanship shall also meet or exceed additional prescriptive or performance requirements included within Contract Documents to establish a higher or more stringent standard of quality than required by referenced standard.

D. Where two or more standards are specified to establish quality, product and workmanship shall meet or exceed requirements of most stringent.

E. Where both a standard and a brand name are specified for a product in Contract Documents, proprietary product named shall meet or exceed requirements of specified reference standard.

F. Copies of standards and specifications of technical societies and copies of applicable referenced standards have not been bound in these Contract Documents.

G. Where copies of standards are needed by Contractor, obtain a copy or copies directly from publication source and maintain in an orderly manner at the Site as Work Site records, available to Contractor's personnel, Subcontractors, Owner, and Engineer.

1.02 Abbreviations

A. Following is a list of abbreviations for trade organizations, government agencies, and construction industry organizations to which references may be made in the Contract Documents, with abbreviations used.

AA	Aluminum Association
AABC	Associated Air Balance Council
AAMA	American Architectural Manufacturers Association
AASHTO	American Association of State Highway and Transportation Officials
ABMA	American Bearing Manufacturers' Association
ACAD	AutoCAD - Computer Aided Design Software manufactured by Autodesk
ACI	American Concrete Institute

AEIC	Association of Edison Illuminating Companies
AGA	American Gas Association
AGMA	American Gear Manufacturers' Association
AI	Asphalt Institute
AISC	American Institute of Steel Construction
AISI	American Iron and Steel Institute
AITC	American Institute of Timber Construction
ALS	American Lumber Standards
AMCA	Air Movement and Control Association
ANSI	American National Standards Institute
APA	APA – The Engineered Wood Association
API	American Petroleum Institute
APWA	American Public Works Association
ARI	Air-Conditioning and Refrigeration Institute
ASAE	American Society of Agricultural Engineers
ASCE	American Society of Civil Engineers
ASHRAE	American Society of Heating, Refrigerating and Air-Conditioning Engineers, Inc.
ASME	American Society of Mechanical Engineers
ASNT	American Society for Nondestructive Testing
ASTM	ASTM International
AWI	Architectural Woodwork Institute
AWPA	American Wood Preservers' Association
AWPI	American Wood Preservers' Institute
AWS	American Welding Society
AWWA	American Water Works Association
BHMA	Builders Hardware Manufacturers' Association
CBM	Certified Ballast Manufacturer
CDA	Copper Development Association
CGA	Compressed Gas Association
CISPI	Cast Iron Soil Pipe Institute
CMAA	Crane Manufacturers' Association of America
CRSI	Concrete Reinforcing Steel Institute
CS	Commercial Standard
CSA	Canadian Standards Association
CSI	Construction Specifications Institute
DIPRA	Ductile Iron Pipe Research Association
EIA	Electronic Industries Alliance
EJCDC	Engineers Joint Contract Documents'
Committee ETL	Electrical Test Laboratories
FAA	Federal Aviation Administration
FAC	Florida Administrative Code
FCC	Federal Communications Commission
FDA	Food and Drug Administration
FDEP	Florida Department of Environmental Protection
FDOT	Florida Department of Transportation
FEMA	Federal Emergency Management Agency
FIPS	Federal Information Processing Standards

FM	FM Global
Fed. Spec.	Federal Specifications (FAA Specifications)
FS	Federal Specifications and Standards (Technical Specifications)
GA	Gypsum Association
GANA	Glass Association of North America
HI	Hydraulic Institute
HMI	Hoist Manufacturers' Institute
IBC	International Building Code
ICBO	International Conference of Building Officials
ICC	International Code Council
ICEA	Insulated Cable Engineers' Association
IFC	International Fire Code
IEEE	Institute of Electrical and Electronics Engineers, Inc.
IESNA	Illuminating Engineering Society of North America
IFI	Industrial Fasteners Institute
IGMA	Insulating Glass Manufacturer's Alliance
IMC	International Mechanical Code
INDA	Association of the Nonwoven Fabrics Industry
IPC	International Plumbing Code
IRI	Industrial Risk Insurers
ISA	Instrumentation, Systems, and Automation Society
ISO	International Organization for Standardization
ITL	Independent Testing Laboratory
JIC	Joint Industry Conferences of Hydraulic Manufacturers
MIA	Marble Institute of America
MIL	Military Specifications
MMA	Monorail Manufacturers' Association
NAAMM	National Association of Architectural Metal Manufacturers
NACE	NACE International
NEBB	National Environmental Balancing Bureau
NEC	National Electrical Code
NECA	National Electrical Contractor's Association
NEMA	National Electrical Manufacturers' Association
NESC	National Electrical Safety Code
NETA	InterNational Electrical Testing Association
NFPA	National Fire Protection Association
NHLA	National Hardwood Lumber Association
NICET	National Institute for Certification in Engineering Technologies
NIST	National Institute of Standards and Technology
NRCA	National Roofing Contractors Association
NRTL	Nationally Recognized Testing Laboratories
NSF	NSF International
NSPE	National Society of Professional Engineers
NTMA	National Terrazzo and Mosaic Association
NWWDA	National Wood Window and Door Association
OSHA	Occupational Safety and Health Act (both Federal and State)
PCI	Precast/Prestressed Concrete Institute
PEI	Porcelain Enamel Institute
PPI	Plastic Pipe Institute
PS	Product Standards Section-U.S. Department of Commerce

RUS	Rural Utilities Service
SAE	Society of Automotive Engineers
SDI	Steel Deck Institute
SDI	Steel Door Institute
SJI	Steel Joist Institute
SJRWMD	St. Johns River Water Management District
SMACNA	Sheet Metal and Air Conditioning Contractors National Association
SPI	Society of the Plastics Industry
SSPC	The Society for Protective Coatings
SWI	Steel Window Institute
TEMA	Tubular Exchanger Manufacturers' Association
TCA	Tile Council of North America
TIA	Telecommunications Industry Association
UBC	Uniform Building Code
UFC	Uniform Fire Code
UL	Underwriters Laboratories Inc.
UMC	Uniform Mechanical Code
USBR	U.S. Bureau of Reclamation
WCLIB	West Coast Lumber Inspection Bureau
WWPA	Western Wood Products Association

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION - Not Used

END OF SECTION

SECTION 01450

QUALITY CONTROL

PART 1 GENERAL

1.01 Section Includes

Quality control, quality assurance.

1.02 Quality Control

A. It is the Contractor's responsibility to perform all work in conformance with the Plans and Specifications. In order to fulfill this responsibility, the Contractor is required to have an approved Quality Control Program, including testing (if required by the permit), as part of its Contract work in accordance with the Contract Documents and to submit details of its Program to the City for review and approval prior to commencing any construction operations. The submittal shall include detailed information on locations and number of all tests, etc., that will be necessary for the Contractor to make its own determination that the work is being performed in compliance with the Project requirements.

B. In addition to Quality Control Testing, the Contractor shall be responsible for required testing or approvals for any work (or any part thereof) if laws or regulations of any public body having jurisdiction specifically require testing, inspections or approval. The Contractor shall pay all costs in connection therewith and shall furnish the City the required certificates of inspection, testing or approval. The Contractor shall also be responsible for and shall pay all costs in connection with any inspection or testing required in connection with City acceptance of a supplier of materials or equipment proposed to be incorporated into the work.

C. Any design or testing laboratory utilized by the Contractor shall be an independent laboratory acceptable to the City, approved in writing, and complying with the latest edition of the "Recommended Requirements for Independent Laboratory Qualification", published by the American Council of Independent Laboratories.

D. Testing laboratories, whether provided by the City or the Contractor, shall promptly notify the City and the Contractor of irregularities or deficiencies of work that are observed during performance of services. Laboratories shall submit electronic copies (PDF format) of all reports directly to the City and the Contractor.

1.03 Testing of Materials

A. Unless otherwise specified, all materials shall be sampled and tested in accordance with the latest published standard methods of ASTM in effect at the time bids are received.

B. Test of materials shall be made by a representative of the Contractor, unless otherwise provided. Testing of equipment shall be the responsibility of the Contractor or an authorized manufacturer's representative. All test results shall be furnished to the City in

writing. The Contractor shall provide facilities required to collect and forward samples. The Contractor shall furnish the required samples without charge.

C. The Contractor shall not make use of or incorporate in the work, the materials represented by the sample until tests have been made and the material found to be in accordance with the requirements of the Specifications.

D. Materials to be tested and the applicable test procedure shall be as outlined in the individual sections of these Specifications.

1.04 Source and Quality of Materials and Equipment

A. The source of materials to be used shall be in accordance with the Contract Documents and as approved by the City before delivery. The approval of the source of any material shall continue as long as the material conforms to the Specifications.

B. All material not conforming to the requirements of the Specifications shall be considered as defective and shall be removed from the work. If in place, faulty materials shall be removed by the Contractor at its expense and replaced with acceptable material unless permitted otherwise by the City. No defective materials that have been subsequently corrected shall be reused until approval has been given.

C. Upon failure of the Contractor to comply immediately with any order of the City to remove and replace defective material, the City shall have authority to remove and replace defective materials, and to deduct the cost of removal and replacement from any monies due or to become due to the Contractor. Failure to reject any defective materials or work at the time of installation shall in no way prevent later rejection when such defects are discovered, nor obligate the City to final acceptance.

1.05 Additional Testing

The Contractor shall perform other testing called for in the Contract Documents including but not limited to piping, pressure, leakage, infiltration and exfiltration, as required.

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION - Not Used

END OF SECTION

SECTION 01520

TEMPORARY FACILITIES AND CONTROLS

PART 1 GENERAL

1.01 Section Includes

Construction facilities, temporary utilities, project identification signs, field office and storage sheds, storage of materials and equipment.

1.02 Construction Facilities

All construction facilities remain the property of the Contractor establishing them and shall be maintained in a safe and useful condition until removed from the construction site.

1.03 Removal of Temporary Construction

Remove the various temporary facilities, services, and legally dispose of them as soon as the Owner deems permissible. Portions of the site and areas used for temporary facilities shall be restored to existing or better condition, including but not limited to fill replacement, regrading, compaction, and sodding.

1.04 Transportation and Handling

A. Manufactured materials and products shall be delivered to the project site as needed for installation, undamaged, in original packages, containers, or bundles, as packaged by the manufacturer with manufacturer's name, brand, seals, and labels intact.

B. Materials other than those designated within the Specifications or approved by the Owner shall not be delivered to the project site.

1.05 Storage and Protection

A. The Contractor shall be responsible for protection and preservation of all materials until final acceptance of the Project. Any damage to work prior to acceptance shall be remedied by the Contractor at no additional cost to the Owner.

B. Provide temporary weather-tight enclosures to protect work from damage by the elements, and protect finished surfaces to prevent any damage resulting from the work of any trade.

1.06 Security

A. Contractor shall, at all times, be responsible for the security required in all project areas and shall provide all reasonable protection to prevent damage, injury or loss to employees on the Work and all other persons who may be affected thereby; all the work materials and equipment to be incorporated therein, whether in storage on or off the project site, under the care, custody or control of the Contractor or any subcontractors; and any other property under the care, custody or control of the Contractor or any

subcontractors. Contractor shall be responsible for such security and safety until final acceptance of the Work.

B. Full time watchmen will not be specifically required as a part of the Contract, but the Contractor shall provide inspection of work area daily and shall take whatever measures are necessary to protect the safety of the public, workmen, and materials, and provide for the security of the site, both day and night.

PART 2 PRODUCTS

2.01 Temporary Electric Service

A. Furnish and maintain temporary lighting and power required to perform the Work. Include in the Bid all costs for providing temporary electrical service.

B. Temporary service shall include protective enclosures, branch wiring, outlets, lamps, and grounding as required by NEC and Local Electrical Codes.

2.02 Temporary Heating

The Contractor shall furnish fuel or power and provide and operate all temporary heating units. Heat shall be provided as necessary to perform the Work. Temporary heating units shall be adequately vented and approved devices which will not damage finished areas. The Contractor shall also furnish all tarpaulins and temporary enclosures necessary to provide this protection.

2.03 Temporary Ventilation

The Contractor shall provide, operate, and furnish power for temporary ventilation required for the proper installation and curing of materials and safety of workmen.

2.04 Temporary Sanitary Facilities

Provide temporary toilet facilities as required. Maintain these during the entire period of construction under this Contract for the use of all construction personnel on the job. Enough chemical toilets shall be provided to conveniently serve the needs of all personnel. Chemical toilets and their maintenance shall meet the requirements of State and local health regulations and ordinances.

2.05 Material Hoists and Cranes

A. Provide material hoists required for normal use by all trades and employ skilled hoist operators. Provide all necessary guards, signals, safety devices, etc., required for safe hoist operation. The construction and operation of material hoists shall be in accordance with the applicable ANSI Standards, the "Manual Code of Accident Prevention in Construction" of the Associated General Contractors of America, OSHA, and of other Federal, State, and municipal codes or ordinances. The Contractor shall prohibit the use of hoists for transporting personnel. Hoists shall be located to avoid risk of damage to completed work.

B. Special rigging and hoisting facilities shall be provided by each trade requiring their use.

2.06 Temporary Runways, Scaffolding, and Ladders

A. Provide temporary ladders, ramps, and runways as required for performance and inspection of the work. The above facilities shall be constructed and maintained in accordance with the applicable Federal, State, and Municipal regulations and codes.

B. Furnish, erect, and maintain all scaffolding required for this work. Scaffolding shall be constructed and maintained in accordance with applicable State and Federal laws and local ordinances. Scaffolding shall be promptly removed after serving its purpose.

C. The structural strength and safety of scaffolding, runways, covers, railings, ladders, stairs, etc., and compliance with law shall be the sole responsibility of the Contractor.

2.07 Temporary Chutes

No materials shall be dropped from structures except through enclosed wooden or metal chutes which shall be provided and maintained as required for the performance of the work by the various trades.

PART 3 EXECUTION - Not Used

END OF SECTION

SECTION 01770

CONTRACT CLOSEOUT

PART 1 GENERAL

1.01 Section Includes

Substantial completion requirements, clean-up, final completion requirements, closeout submittals

1.02 Clean-Up Operations

A. The entire project site shall be thoroughly cleaned at the completion of the work.

B. Clean all interior and exterior work areas, plus all adjacent areas affected by construction, as directed by the City or jurisdictional agency. Equipment to clean these surfaces shall be subject to approval by the City.

C. Restore to original condition or better all property not designated for alteration by the Contract Documents, including all areas used for staging and storage. Restoration includes but is not limited to fill replacement, regrading, compaction, and sodding. Conduct inspections of the completed restoration with the City, and conduct additional restoration as directed.

1.03 Substantial Completion Requirements

A. Complete the following before requesting the inspection for certification of substantial completion.

1. Submit record drawings in accordance with section 01780.
2. Complete required cleaning and testing of the completed construction in accordance with the specifications and the Owner's operating and maintenance personnel.

B. Work is not substantially complete until the following have occurred:

1. Flood testing of finished work areas to ensure water-tight installation.
2. All doors and windows are in excellent working order with no air or water penetration.

1.04 Final Completion Requirements

A. Complete the following before requesting the inspection for certification of final completion.

1. All punch list items identified during the substantial completion inspection.
2. Deliver tools, spare parts, extra stocks of material and similar physical items to the Owner.

3. Discontinue or change over and remove temporary facilities and services from the project site, along with construction tools and facilities, mock-ups, and similar elements.
4. Clean all marred surfaces including touch up painting, pressure washing, or other measures as needed as directed by the City.
5. Hose clean sidewalks, parking lot, loading areas, and others contiguous with principal structures.
6. Fully restore all property not designated for construction including all areas used for staging and storage.
7. Provide Final Record Drawings in accordance with Section 01780.

1.05 Closeout Submittals

A. Upon completion of the project, or portions thereof, the Contractor shall transfer to the City all applicable items accumulated throughout construction. These include but are not limited to the following items:

1. Service manuals, installation instructions, maintenance and operating instructions, special tools, and specialties
2. Spare parts ordered as part of this Contract
3. Delivery of any salvaged or borrowed materials or equipment to the Owner
4. All keys to all doors, gates, and equipment
5. Checklist indicating satisfactory completion of all unfinished items from the final inspection
6. Certificate of Substantial Completion
7. Certificate of Final Completion
8. Submittal of the Material and Workmanship Bond
9. Submittal of manufacturers' guarantees, warranties, bonds, and letters of coverage extending beyond the time limitations of the Contractor's guarantee.
10. Contractor’s Final Release of Lien
11. Final Waivers of lien from all Subcontractors and Suppliers
12. Consent of Surety to Final Payment
13. Final Record documents of completed facilities.
14. Certificate of Final Inspection
15. Certificate of Architect/Engineer

B. Closeout submittals provided by others include:

1. Certificate of Engineer/Architect

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION - Not Used

END OF SECTION

STANDARD DETAILS – SEE DRAWINGS FOR OTHER APPLICABLE STANDARD DETAILS

GENERAL NOTES
WATER SYSTEM CONSTRUCTION

1. THE CITY SHALL BE NOTIFIED PRIOR TO BEGINNING ANY WATER SYSTEM CONSTRUCTION.
2. DEWATERING SHALL BE PROVIDED TO KEEP GROUNDWATER ELEVATION A MINIMUM OF 6 INCHES BELOW WATER MAIN BEING LAID.
3. ALL WATER MAINS SHALL BE LAID ON A FIRM FOUNDATION WITH ALL UNSUITABLE MATERIAL (MUCK, ROCK, COQUINA, ETC.) REMOVED AND REPLACED WITH CLEAN GRANULAR MATERIAL.
4. TRENCHES SHALL BE BACKFILLED WITH CLEAN GRANULAR MATERIAL IN MAX. 1' LIFTS WITH A MINIMUM COMPACTION OF 98 PERCENT (AASHTO–T180) IN PAVED AREAS AND 90 PERCENT IN UNPAVED AREAS.
5. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO ENSURE THAT TRENCH COMPACTION TESTS BE PROVIDED AT POINTS 1 FOOT ABOVE THE PIPE AND AT 1 FOOT VERTICAL INTERVALS TO FINISH GRADE, AT A MINIMUM SPACING OF EVERY 300 FEET, AND TO FURNISH COPIES OF TEST REPORTS PROMPTLY TO THE CITY.
6. METALLIZED PIPE LOCATION TAPE SHALL BE LOCATED 15 INCHES BELOW FINISHED GRADE OR AS SPECIFIED BY MANUFACTURER FOR ALL PVC LINES. MARKER TAPE SHALL BE USED ON ALL DUCTILE IRON PIPE.
7. WATER SERVICES (SINGLE 1") SHALL BE POLYETHYLENE TUBING (BLUE IN COLOR) ; POLYBUTYLENE SHALL NOT BE ALLOWED.
8. ALL WATER SERVICE ENDINGS SHALL BE MARKED WITH 4" X 4" LUMBER (PRESSURE TREATED) EXTENDING 4 FEET ABOVE GRADE, WITH WATER SERVICES SECURED 24" ABOVE THE GROUND. WIRE TIES SHALL BE USED TO SECURE THE CURB STOPS TO SUPPORT POSTS.
9. WATER VALVES SHALL BE PLACED AT ALL STREET INTERSECTIONS AND AT MAXIMUM SPACING OF 500 FEET.
10. AT ALL WATER MAIN TEES AND CROSSES, VALVES SHALL BE INSTALLED ON ALL LEGS EXCEPT ONE.
11. APPROVED WATER VALVE TYPES ARE THE FOLLOWING:
    A. STANDARD GATE VALVES LESS THAN 48" DIAMETER RESILIENT SEAT GATE VALVES (AWWA C–509 OR C–515).
    B. MECHANICAL TAPPING SLEEVE SHALL BE STAINLESS STEEL. (AWWA C – 509)

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GENERAL NOTES
WATER SYSTEM CONSTRUCTION

12. ALL WATER VALVE BOXES SHALL BE ADJUSTED TO FINISH GRADE AND THE LIDS PAINTED BLUE TO MAKE THEM PLAINLY VISIBLE.

13. WATER VALVES SHALL BE COMPLETELY OPENED BY THE CONTRACTOR UPON FINAL ACCEPTANCE OF NEW WATER SYSTEMS IN THE PRESENCE OF THE CITY.

14. HYDRANTS SHALL BE PLACED AT 500 FEET MAXIMUM SPACING IN RESIDENTIAL DEVELOPMENTS AND AT 300 FEET MAXIMUM SPACING IN BUSINESS AND INDUSTRIAL DEVELOPMENTS. ALL WATER MAIN TO WHICH HYDRANTS ARE CONNECTED SHALL BE 6 INCHES MINIMUM.

15. ALL FIRE HYDRANTS SHALL BE CONSTRUCTED TO MAKE THEM EASILY ACCESSIBLE TO FIRE PERSONNEL IN CASE OF FIRE. THE MAIN NOZZLE CONNECTION SHOULD ALWAYS FACE THE STREET AND BE 18–24" ABOVE GRADE.

16. AS STANDARD PRACTICE, WATER MAINS SHALL BE INSTALLED 4 FEET OFF THE BACK OF CURB OR AS APPROVED BY THE CITY.

17. ALL WATER MAINS SHALL BE NSF–APPROVED FOR POTABLE WATER USE, AND SHALL HAVE A MINIMUM COVER OF 36 INCHES. IN SPECIAL CASES WHERE IT IS IMPOSSIBLE OR INAPPROPRIATE TO PROVIDE ADEQUATE COVER, DUCTILE IRON CLASS 350 MAY BE USED AS APPROVED BY THE CITY.

18. ALL NEWLY CONSTRUCTED WATER MAINS SHALL BE FLUSHED, CLEANED WITH A POLY PIG, PRESSURE TESTED, DISINFECTED AND BACTERIOLOGICALLY CLEARED FOR SERVICE IN ACCORDANCE WITH LATEST AWWA STANDARDS AND THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION REQUIREMENTS.

19. WATER MAINS SHALL BE AWWA C–900 CL 150, OR D.I.P. CLASS 350 STANDARD CEMENT LINED.

20. UPON CONSTRUCTION COMPLETION AND ACCEPTANCE OF THE SYSTEM, IT SHALL BE THE DESIGN ENGINEER'S RESPONSIBILITY TO ENSURE THAT THE SYSTEM IS PROPERLY CERTIFIED AND ACCEPTED BY THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, AND THAT CERTIFIED AS–BUILT DRAWINGS (24"x36") ARE PROVIDED TO THE CITY PRIOR TO PAVING AND ANY USE OF THE SYSTEM. PROVIDE THREE (3) BLUELINE COPIES, ONE (1) MYLAR OF AS–BUILT DRAWINGS AND A DIGITAL COPY.

21. MEGALUG OR EQUIVALENT, RESTRAINED JOINT SYSTEM MAY BE USED ON ALL RESTRAINED FITTINGS, VALVES, ETC. MINIMUM DEPTH OF BURY ON PIPES NOT MEETING REQUIRED COVER REQUIREMENTS SHALL FOLLOW THE MOST RECENT DIPRA THRUST RESTRAINT DESIGN GUIDELINES.

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GENERAL NOTES
WATER SYSTEM CONSTRUCTION

22. WATER SYSTEMS SHALL BE PRESSURE TESTED AT 150 PSI STATIC PRESSURE FOR A PERIOD OF 2 HOURS PER AWWA STANDARDS. TESTS SHALL BE CONDUCTED BEFORE FINAL PAVING AND IN THE PRESENCE OF THE CITY.

23. ALL WATER SERVICES SHALL BE MARKED WITH A "Λ" SAW CUT INTO THE CURB OR BY METAL TABS SET INTO THE PAVEMENT.

24. ALL WATER VALVES AND BLOW-OFFS SHALL BE MARKED WITH AN "✖" SAW CUT INTO THE CURB OR BY METAL TABS SET INTO THE PAVEMENT. LOCATION OF METAL TABS IN INCHES FROM EDGE OF PAVEMENT SHALL EQUAL DISTANCE IN FEET FROM EDGE OF PAVEMENT TO VALVE.

25. UNIFLANGE 1300 SERIES PIPE RESTRAINTS AS MANUFACTURED BY FORD OR APPROVED EQUAL MAY BE USED AS APPROPRIATE FOR RESTRAINING IN-LINE PRESSURE PIPE EACH SIDE OF PIPE JOINT. AS REQUIRED BY RESTRAINT TABLE.

26. TRACING WIRE SHALL BE INSTALLED IN ACCORDANCE WITH UTILITY PIPE LOCATION MATERIALS DETAIL.

27. NO GALVANIZED PIPE, FITTINGS, ETC. ARE ACCEPTED.

28. UNLESS APPROVED BY THE CITY, ALL WATER METERS SHALL BE INSTALLED AT THE RIGHT OF WAY LINE ONLY REGARDLESS OF SIZE.

29. SUBMIT ASSEMBLY CERTIFICATION FOR ALL BACKFLOW PREVENTERS TO THE CITY BEFORE FINAL INSPECTION.

30. PIPING FOR RAW WATER SHALL BE OLIVE GREEN FOR ABOVE GROUND PIPING, BURIED PVC PIPING SHALL BE BLUE WITH WHITE COLOR BACKGROUND LOCATOR TAPE PLACED DIRECTLY ON TOP OF THE PIPE AND AT 12" TO 18" ABOVE THE PIPE. THE TAPE SHALL CONTINUOUSLY READ "CAUTION – RAW WATER MAIN BURIED BELOW" OR WHITE WITH LOCATOR TAPE PLACED 12" TO 18" ABOVE THE TOP OF THE PIPE.

31. SEE CHART BELOW FOR WATER MAIN SIZE AND MATERIALS.

M A T E R I A L S		
DIAMETER	MATERIAL	STANDARD
< 12"	DIP CLASS 350	AWWA C 150
> 12"	DIP CLASS 250	AWWA C 150
4"	PVC 1120 / SDR 21 (1)	ASTM D 2241
> 4" – 12"	PVC DR-18 (1)	AWWA C 900
> 4" – 12" DEDICATED FIRE LINE	PVC DR-14 (1)	AWWA C 900
14" – 36" (16"– 24" ⟶ DR – 18) (30"– 36" ⟶ DR – 21)	PVC 1120 (1)	AWWA C 905
ALL SIZES	HDPE DIPS DR 11 (2)	ASTM F 714

NOTE: (1) PVC PIPE COLOR SHALL BE BLUE FOR POTABLE WATER MAINS, BLUE WITH WHITE LOCATOR TAPE OR WHITE WHITE LOCATOR TAPE FOR RAW WATER MAIN.
(2) HDPE TO BE PROVIDED IN NEXT LARGER DIAMETER IN ORDER TO HAVE REQUIRED INSIDE DIAMETER.

STANDARD CONSTRUCTION DETAIL

GENERAL NOTES
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GENERAL NOTES
WATER SYSTEM CONSTRUCTION

22. WATER SYSTEMS SHALL BE PRESSURE TESTED AT 150 PSI STATIC PRESSURE FOR A PERIOD OF 2 HOURS PER AWWA STANDARDS. TESTS SHALL BE CONDUCTED BEFORE FINAL PAVING AND IN THE PRESENCE OF THE CITY.

23. ALL WATER SERVICES SHALL BE MARKED WITH A "Λ" SAW CUT INTO THE CURB OR BY METAL TABS SET INTO THE PAVEMENT.

24. ALL WATER VALVES AND BLOW-OFFS SHALL BE MARKED WITH AN "✖" SAW CUT INTO THE CURB OR BY METAL TABS SET INTO THE PAVEMENT. LOCATION OF METAL TABS IN INCHES FROM EDGE OF PAVEMENT SHALL EQUAL DISTANCE IN FEET FROM EDGE OF PAVEMENT TO VALVE.

25. UNIFLANGE 1300 SERIES PIPE RESTRAINTS AS MANUFACTURED BY FORD OR APPROVED EQUAL MAY BE USED AS APPROPRIATE FOR RESTRAINING IN-LINE PRESSURE PIPE EACH SIDE OF PIPE JOINT. AS REQUIRED BY RESTRAINT TABLE.

26. TRACING WIRE SHALL BE INSTALLED IN ACCORDANCE WITH UTILITY PIPE LOCATION MATERIALS DETAIL.

27. NO GALVANIZED PIPE, FITTINGS, ETC. ARE ACCEPTED.

28. UNLESS APPROVED BY THE CITY, ALL WATER METERS SHALL BE INSTALLED AT THE RIGHT OF WAY LINE ONLY REGARDLESS OF SIZE.

29. SUBMIT ASSEMBLY CERTIFICATION FOR ALL BACKFLOW PREVENTERS TO THE CITY BEFORE FINAL INSPECTION.

30. PIPING FOR RAW WATER SHALL BE OLIVE GREEN FOR ABOVE GROUND PIPING, BURIED PVC PIPING SHALL BE BLUE WITH WHITE COLOR BACKGROUND LOCATOR TAPE PLACED DIRECTLY ON TOP OF THE PIPE AND AT 12" TO 18" ABOVE THE PIPE. THE TAPE SHALL CONTINUOUSLY READ "CAUTION – RAW WATER MAIN BURIED BELOW" OR WHITE WITH LOCATOR TAPE PLACED 12" TO 18" ABOVE THE TOP OF THE PIPE.

31. SEE CHART BELOW FOR WATER MAIN SIZE AND MATERIALS.

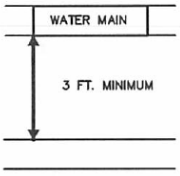
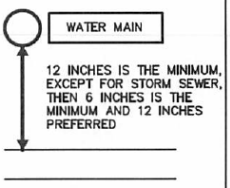
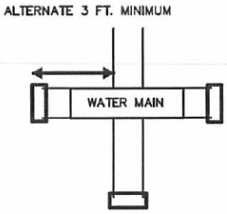
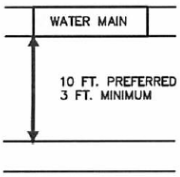
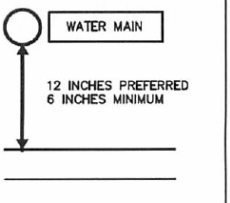
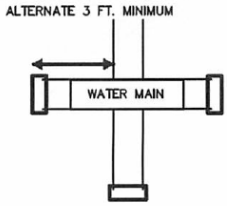
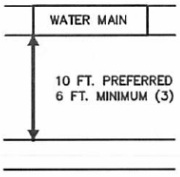
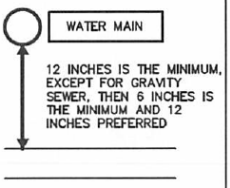
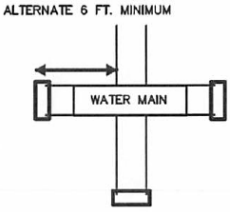
M A T E R I A L S		
DIAMETER	MATERIAL	STANDARD
< 12"	DIP CLASS 350	AWWA C 150
> 12"	DIP CLASS 250	AWWA C 150
4"	PVC 1120 / SDR 21 (1)	ASTM D 2241
> 4" – 12"	PVC DR-18 (1)	AWWA C 900
> 4" – 12" DEDICATED FIRE LINE	PVC DR-14 (1)	AWWA C 900
14" – 36" (16"– 24" ⟶ DR – 18) (30"– 36" ⟶ DR – 21)	PVC 1120 (1)	AWWA C 905
ALL SIZES	HDPE DIPS DR 11 (2)	ASTM F 714

NOTE: (1) PVC PIPE COLOR SHALL BE BLUE FOR POTABLE WATER MAINS, BLUE WITH WHITE LOCATOR TAPE OR WHITE WHITE LOCATOR TAPE FOR RAW WATER MAIN.
(2) HDPE TO BE PROVIDED IN NEXT LARGER DIAMETER IN ORDER TO HAVE REQUIRED INSIDE DIAMETER.

STANDARD CONSTRUCTION DETAIL

GENERAL NOTES
WATER SYSTEM CONSTRUCTION

INDEX
W–1C
FEB 2018

OTHER PIPE	HORIZONTAL SEPARATION	CROSSINGS (1)	JOINT SPACING @ CROSSINGS (FULL JOINT CENTERED)
STORM SEWER, STORM WATER FORCE MAIN, RECLAIMED WATER (2)			
VACUUM SANITARY SEWER			
GRAVITY OR PRESSURE SANITARY SEWER, SANITARY FORCE MAIN, RECLAIMED WATER (4)			
ON-SITE SEWAGE TREATMENT & DISPOSAL SYSTEM	10 FT. MINIMUM	—	—

(1) WATER MAIN SHOULD CROSS ABOVE OTHER PIPE. WHEN WATER MAIN MUST BE BELOW OTHER PIPE, THE MINIMUM SEPARATION IS 18 INCHES.
(2) RECLAIMED WATER REGULATED UNDER PART III OF CHAPTER 62-610, F.A.C.
(3) 3 FT. FOR GRAVITY SEWER WHERE BOTTOM OF THE WATER MAIN IS LAID AT LEAST 6 INCHES ABOVE THE TOP OF THE GRAVITY SANITARY SEWER.
(4) RECLAIMED WATER NOT REGULATED UNDER PART III OF CHAPTER 62-610, F.A.C.

DISCLAIMER – THIS DOCUMENT WAS PROVIDED FOR YOUR CONVENIENCE ONLY. PLEASE REFER TO F.A.C. RULE 62-555.314 FOR ADDITIONAL CONSTRUCTION REQUIREMENTS

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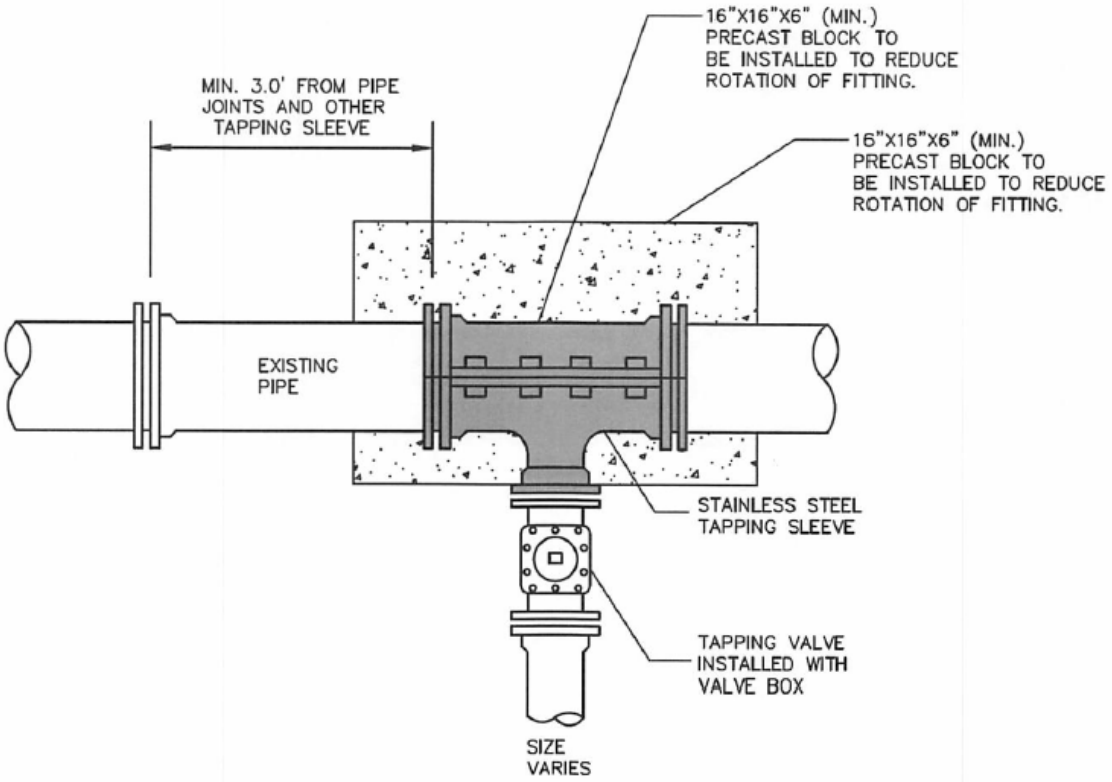
STANDARD CONSTRUCTION DETAIL
WATER MAIN SEPARATION
NTS



NOTES:

1. STAINLESS STEEL SLEEVES ONLY WITH 316 STAINLESS STEEL BOLTS ARE PERMITTED FOR ALL TYPES OF PIPE MATERIALS.
2. INSTALL REQUIRED RESTRAINED JOINTS. IN NO INSTANCE SHALL THRUST BLOCK BE PERMITTED.
3. ALL TAPPING OF MAINS SHALL BE PERFORMED BY THE CONTRACTOR UNDER SUPERVISION OF A CITY REPRESENTATIVE. ALL MATERIALS TO BE PROVIDED BY DEVELOPER / CONTRACTOR
4. ALL VALVES 2" OR GREATER SHALL BE GATE VALVES. CORPORATION STOPS ARE NOT ALLOWED ON VALVES 2" OR GREATER EXCEPT ON BLOW-OFFS.

	STANDARD CONSTRUCTION DETAIL TAPPING VALVE AND SLEEVE NTS	INDEX W-17 FEB 2018

END OF DOCUMENT

City of Flagler Beach
Additional Water Main River Crossing – Upland/Lambert Ave. Portion
TECHNICAL SPECIFICATIONS
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BID NO. FB-2026-0705

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END OF SECTION

SECTION 010000 – GENERAL REQUIREMENTS

PART 1 - GENERAL

1.1 DESCRIPTION

A. Scope of Work: The Work to be done consists of the furnishing of all labor, materials and equipment, and the performance of all Work included in this Contract.

B. Work Included:

1. The Contractor shall furnish all labor, superintendence, materials, plant power, light, heat, fuel, water, tools, appliances, equipment, supplies, and means of construction necessary for proper performance and completion of the Work. The Contractor shall obtain and pay for all necessary local building permits. The Contractor shall perform and complete the work in the manner best calculated to promote rapid construction consistent with safety of life and property and to the satisfaction of the Engineer, and in strict accordance with the Contract Documents. The Contractor shall clean up the Work and maintain it during and after construction, until accepted, and shall do all Work and pay all costs incidental thereto. The Contractor shall repair or restore all structures and property that may be damaged or disturbed during performance of the Work.

2. The cost of incidental work described in these project requirements, for which there are no specific Contract Items, shall be considered as part of the general cost of doing the Work and shall be included in the prices for the various Contract Items. No additional payment will be made therefore.

3. The Contractor shall provide and maintain such modern plant, tools, and equipment as may be necessary, in the opinion of the Engineer, to perform in a satisfactory and acceptable manner all the Work required by this Contract. Only equipment of established reputation and proven efficiency shall be used. The Contractor shall be solely responsible for the adequacy of their workmanship, materials, and equipment, prior approval of the Engineer notwithstanding.

C. Public Utility Installations and Structures

1. Public utility installations and structures shall be understood to include all poles, tracks, pipes, wires, conduits, vaults, manholes, and all other appurtenances and facilities pertaining thereto whether owned or controlled by the Owner, other governmental bodies, or privately owned by individuals, firms, or corporations, used to serve the public with transportation, traffic control, gas, electricity, telephone, sewerage, drainage, water, or other public or private property which may be affected by the Work shall be deemed included hereunder.

2. The Contract Documents contain data relative to existing public utility installations and structures above and below the ground surface. These data are not guaranteed as to their completeness or accuracy, and it is the responsibility of the Contractor to make their own investigations to inform themselves fully of the character, condition, and extent of all such

installations and structures as may be encountered and as may affect the construction operations.

3. The Contractor shall protect all public utility installations and structures from damage during the Work. Access across any buried public utility installation or structure shall be made to avoid any damage to these facilities. All required protective devices and construction shall be provided by the Contractor at their expense. All existing public utilities damaged by the Contractor shall be repaired by the Contractor, at their expense. No separate payment shall be made for such protection or repairs to public utility installations or structures.

4. Public utility installations or structures owned or controlled by the Owner or other governmental body which are shown on the Drawings to be removed, relocated, replaced, or rebuilt by the Contractor shall be considered as a part of the general cost of doing the Work and shall be included in the prices bid for the various Contract Items; therefore, no separate payment shall be made.

5. Where public utility installations of structures owned or controlled by the Owner or other governmental body are encountered during the course of the Work, and are not indicated on the Drawings or in the Specifications, and when, in the opinion of the Engineer, removal, relocation, replacement, or rebuilding is necessary to complete the Work under this Contract, such Work shall be accomplished by the utility having jurisdiction, or such Work may be ordered, in writing by the Engineer, for the Contractor to accomplish. If such work is accomplished by the utility having jurisdiction it will be carried out expeditiously, and the Contractor shall give full cooperation to permit the utility to complete the removal, relocation, replacement, or rebuilding as required. If such work is accomplished by the Contractor, it will be paid for as extra work as provided in the Agreement.

6. The Contractor shall, at all times in performance of the Work, employ acceptable methods and exercise reasonable care and skill so as to avoid unnecessary delay, injury, damage, or destruction of public utility installations and structures; and shall, at all times in the performance of the Work, avoid unnecessary interference with, or interruption of, public utility services, and shall cooperate fully with the utility owners.

7. The Contractor shall give written notice to the Owner and other governmental utility departments and other owners of public utilities of the location of their proposed construction operations, at least forty-eight (48) hours in advance of breaking ground in any area or on any unit of the Work.

8. The maintenance, repair, removal, relocation, or rebuilding of public utility installations and structures, when accomplished by the Contractor as herein provided, shall be done by methods approved by the owners of such utilities.

1.2 DRAWINGS AND PROJECT MANUAL

A. Drawings: When obtaining data and information from the Drawings, figures shall be used in preference to scaled dimensions, and large-scale drawings in preference to small-scale drawings.

B. Supplementary Drawings:

1. When, in the opinion of the Engineer, it becomes necessary to explain more fully the Work to be done or to illustrate the Work further or to show any changes which may be required, drawings known as Supplementary Drawings, with Specifications pertaining thereto, will be prepared by the Engineer, and the Contractor will be furnished an electronic copy of the plans and project manual.

2. The Supplementary Drawings shall be binding upon the Contractor with the same force as the Contract Drawings. Where such Supplementary Drawings require either less or more than the estimated quantities of Work, credit to the Owner or compensation therefore to the Contractor shall be subject to the terms of the Agreement.

C. Contractor to Check Drawings and Data:

1. The Contractor shall verify all dimensions, quantities, and details shown on the Drawings, Supplementary Drawings, schedules, Specifications, or other data received from the Engineer, and shall notify them of all errors, omissions, conflicts, and discrepancies found therein. Failure to discover or correct errors, omissions, conflicts, or discrepancies shall not relieve the Contractor of full responsibility for unsatisfactory work, faulty construction, or improper operation resulting there from, nor from rectifying such conditions at their own expense. The Contractor will not be allowed to take advantage of any errors or omissions, as full instructions will be furnished by the Engineer, should such errors or omissions be discovered.

2. All schedules are given for the convenience of the Engineer and the Contractor and are not guaranteed to be complete. The Contractor shall assume all responsibility for the making of estimates of the size, kind, and quality of materials and equipment included in work to be done under the Contract.

D. Specifications: The Technical Specifications consist of three (3) parts: General, Products, and Execution. The General part of a Specification contains General Requirements which govern the Work. The Products and Execution parts modify and supplement the General Requirements by detailed requirements for the Work and shall always govern whenever there appears to be a conflict.

E. Intent:

1. All Work called for in the Specifications applicable to this Contract, but not shown on the Drawings in their present form, or vice versa, shall be of like effect as if shown or mentioned in both. Work not specified in either the Drawings or in the Specifications but involved in carrying out their intent or in the complete and proper execution of the Work, is required and shall be performed by the Contractor as though it were specifically delineated or described.

2. The apparent silence of the Specifications as to any detail, or the apparent omission from them of a detailed description concerning any work to be done and materials to be furnished, shall be regarded as meaning that only the best general practice is to prevail and that only material and workmanship of the best quality is to be used, the interpretation of these Specifications shall be made upon that basis.

1.3 MATERIALS AND EQUIPMENT

A. Manufacturer:

1. All transactions with the manufacturers or subcontractors shall be through the Contractor, unless the Contractor shall request and at the Engineer's option, that the manufacturer or subcontractor deal directly with the Engineer. Any such transactions shall not in any way release the Contractor from their full responsibility under this Contract.

2. Any two (2) or more pieces of material or equipment of the same kind, type, or classification, and being used for identical types of service, shall be made by the same manufacturer.

B. Delivery:

1. The Contractor shall deliver materials in ample quantities to ensure the most speedy and uninterrupted progress of the Work so as to complete the Work within the allotted time.

2. The Contractor shall also coordinate deliveries in order to avoid delay in, or impediment of, the progress of the work of any related Contractor.

C. Tools and Accessories:

1. The Contractor shall, unless otherwise stated in the Contract Documents, furnish with each type, kind, or size of equipment, one (1) complete set of suitably marked high grade special tools and appliances which may be needed to adjust, operate, maintain, or repair the equipment. Such tools and appliances shall be furnished in approved painted steel cases, properly labeled and equipped with good grade cylinder locks and duplicate keys.

2. Spare parts shall be furnished as specified herein and as recommended by the manufacturer necessary for the operation of the equipment, not including materials required for routine maintenance.

3. Each piece of equipment shall be provided with a substantial nameplate, securely fastened in place and clearly inscribed with the manufacturer's name, year of manufacture, serial number, weight, and principal rate data.

D. Service of Manufacturer's Engineer:

1. The Contract Prices for equipment shall include the cost of furnishing a competent and experienced Engineer or superintendent who shall represent the manufacturer and shall assist the Contractor, when required, to install, adjust, test, and place in operation, the equipment in conformity with the Contract Documents.

2. After the equipment is placed in permanent operation by the Owner, such Engineer or superintendent shall make all adjustments and tests required by the Engineer to prove that such equipment is in proper and satisfactory operating condition, and shall instruct such personnel as may be designated by the Owner in the proper operation and maintenance of such equipment.

1.4 INSPECTION AND TESTING

A. General:

1. For tests specified to be made by the Contractor, the testing personnel shall make the necessary inspections and tests, and the reports thereof shall be in such form as will facilitate checking to determine compliance with the Contract Documents. One (1) original and one (1) electronic copy of the reports shall be submitted, and authoritative certification thereof must be furnished to the Engineer as a prerequisite for the acceptance of any material or equipment.

2. If, in the making of any test of any material or equipment, it is ascertained by the Engineer that the material or equipment does not comply with the Contract Documents, the Contractor will be notified thereof, and they will be directed to refrain from delivering said material or equipment, or to remove it promptly from the site or from the Work and replace it with acceptable material, without cost to the Owner.

3. Tests of electrical and mechanical equipment and appliances shall be conducted in accordance with the recognized test codes of the ANSI, ASME, or the IEEE, except as may otherwise be stated herein.

4. The Contractor shall be fully responsible for the proper operation of equipment during testing and instruction periods and shall neither have nor make any claim for damage which may occur to equipment prior to the time when the Owner formally takes over the operation thereof.

B. Costs:

1. All inspection and testing of materials furnished under this Contract will be provided by the Contractor, unless otherwise expressly specified.

2. The cost of shop and field tests of equipment and of certain other tests specifically called for in the Contract Documents shall be borne by the Contractor, and such costs shall be deemed to be included in the Contract Price.

3. Materials and equipment submitted by the Contractor as the equivalent to those specifically named in the Contract may be tested by the Owner for compliance. The Contractor shall reimburse the Owner for the expenditures incurred in making such tests of materials and equipment which are rejected for non-compliance.

C. Certificate of Manufacture:

1. Contractor shall furnish to Engineer authoritative evidence in the form of a certificate of manufacture that the materials to be used in the Work have been manufactured and tested in conformity with the Contract Documents.

2. These certificates shall be notarized and shall include copies of the results of physical tests and chemical analyses, where necessary, that have been made directly on the product or on similar products of the manufacturer.

D. Shop Tests:

1. Each piece of equipment for which pressure, duty, capacity, rating, efficiency, performance, function, or special requirements are specified shall be tested in the shop of the maker in a manner which shall conclusively prove that its characteristics comply fully with the requirements of the Contract Documents.

2. Five (5) copies of the manufacturer's actual test data and interpreted results thereof, accompanied by a certificate of authenticity sworn to by a responsible official of the manufacturing company and/or independent laboratory, shall be submitted to the Engineer for approval.

3. The cost of shop tests and of furnishing manufacturer's preliminary and shop test data of operating equipment shall be borne by the Contractor.

E. Start-up Tests:

1. As soon as conditions permit, the Contractor shall furnish all labor, materials, and instruments and shall make start-up tests of equipment.

2. If the start-up tests disclose any equipment furnished under this Contract which does not comply with the requirements of the Contract Documents, the Contractor shall, prior to demonstration tests, make all changes, adjustments, and replacements required. The furnishing Contractor shall assist in the start-up tests as applicable.

F. Demonstration Tests:

1. Prior to Contractor's request for a Substantial Completion inspection, all equipment and piping installed under this Contract shall be subjected to demonstration tests as specified or required to prove compliance with the Contract Documents.

2. The Contractor shall furnish labor, fuel, energy, water, and all other materials, equipment, and instruments necessary for all demonstration tests, at no additional cost to the Owner. Contractor shall assist in the demonstration tests as applicable.

1.5 LINES AND GRADES

A. Grade:

1. All work under this Contract shall be constructed in accordance with the lines and grades shown on the Drawings, or as given by the Engineer. The full responsibility for keeping alignment and grade shall rest upon the Contractor.

B. Surveys:

1. The Contractor shall furnish and maintain, at their own expense, stakes and other such materials.

2. The Contractor shall check such reference marks by such means as they may deem necessary and, before using them, shall call the Engineer's attention to any inaccuracies.

3. The Contractor shall, at their own expense, establish all working or construction lines and grades as required from the reference marks set by the Engineer, and shall be solely responsible for the accuracy thereof. They shall, however, be subject to the check and review by the Engineer.

C. Safeguarding Marks:

1. The Contractor shall safeguard all points, stakes, grade marks, monuments, and bench marks made or established on the Work, bear the cost of re-establishing them if disturbed, and bear the entire expense of rectifying work improperly installed due to not maintaining or protecting or to removing without authorization such established points, stakes, and marks.

2. The Contractor shall safeguard all existing and known property corners, monuments, and marks adjacent to but not related to the Work and shall bear the cost of re-establishing them if disturbed or destroyed.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION 010000

SECTION 011100 – SUMMARY OF WORK

PART 1 - GENERAL

1.1 WORK COVERED BY CONTRACT DOCUMENTS

A. This Contract is for the construction of the **Water Main River Crossing-Upland/Lambert Ave. Portion.** The work consists of furnishing all labor, equipment, and materials for the construction of the facilities consisting of, but not limited to, the following:

Construction of approximately 2,800 LF of new 16-inch diameter PVC watermain along with approximately 75 water services and reconnections to customer piping, seven (7) fire hydrants assemblies, and restoration of disturbed areas. The project also involves the abandonment/deactivation of approximately 3,100 LF of existing 6-inch diameter water main, removal/Salvage of 3 fire hydrants, and modification to approximately 75 services and two (2) valves. Additive Alternate Bid work includes Swale and Culvert Work involving regrading of approximately 2,400 LF of existing swale, removal and Replacement of approximately 735 LF of 15-inch, 18-inch and 24-inch diameter culverts, and restoration of disturbed areas.

B. The Contractor shall furnish all labor, equipment, tools, services and incidentals to complete all Work required by these Specifications and as shown on the Drawings.

C. The Contractor shall perform the Work complete, in place, and ready for continuous service, and shall include repairs, testing, permits, cleanup, replacements and restoration required as a result of damages caused during this construction.

D. All materials, equipment, skills, tools and labor which is reasonably and properly inferable and necessary for the proper completion of the Work in a substantial manner and in compliance with the requirements stated or implied by these Specification or Drawings shall be furnished and installed by the Contractor without additional compensation, whether specifically indicated in the Contract Documents or not.

E. The Contractor shall comply with all City, County, State, Federal, and other codes which are applicable to this Project.

1.2 CONTRACTOR'S USE OF PREMISES

A. The Contractor shall assume full responsibility for the protection and safekeeping of products and materials at the job site. If additional storage or work areas are required, they shall be obtained by the Contractor at no additional cost to the Owner.

1.3 PROJECT SEQUENCE

A. The Contractor shall establish their work sequence based on the use of crews to facilitate completion of construction and testing within the specified Contract Time.

PART 2 - PRODUCTS (NOT USED

PART 3 - EXECUTION (NOT USED)

END OF SECTION 011100

SECTION 012000 – PRICE AND PAYMENT PROCEDURES

PART 1 - GENERAL

1.1 SCOPE

A. Separate payment will be made only for the items of work described herein and listed on the Bid Form. Any related work not specifically listed, but required for satisfactory completion of the work, shall be considered to be included in the scope of the appropriately listed work items.

B. The Contractor's attention is called to the fact that cleanup is considered a part of the construction work. No payment will be made until cleanup is essentially complete.

C. No separate payment will be made for the following items, and the cost of such work shall be included in the applicable pay items of work if not shown as a separate pay item.

1. Clearing and grubbing

2. Excavation, including necessary pavement base removal.

3. Shoring and sheeting.

4. Dewatering and disposal of surplus water.

5. Structural fill.

6. Backfill.

7. Grading.

8. Replacement of unpaved roadways, grass, and shrubbery plots.

9. Cleanup.

10. Testing and placing system in operation.

11. Any material and equipment required to be installed and utilized for the test.

12. Pipe, structures, pavement replacement and/or appurtenances included within the limits of lump sum work

D. No payment shall be made for work constructed outside the authorized limits of work.

PART 2 - PRODUCTS

2.1 Mobilization/Demobilization BID ITEMS 1, 1A

Payment will be made at the Contract lump sum price for mobilization and demobilization and shall include all work necessary for preconstruction activities required by the Specifications and needed by the Contractor to begin work. Payment for mobilization shall be based on the percentage mobilization complete, up to 85% upon the start of production work, with 15% being held until completion of demobilization and Contract closeout.

2.2 Pre-Construction Video BID ITEMS 2, 2A

Payment will be made at the Contract lump sum price for providing the professional preconstruction videotaping of the project work areas and adjacent areas per the Specifications.

2.3 Soil and Erosion Control BID ITEMS 3, 3A

Payment will be made at the Contract lump sum price for implementation and maintenance of soil and erosion control measures as shown on the plans, per the Specifications, and/or required per other applicable jurisdictional requirements, based on the actual area impacted by the Contractor's operations and shall include silt fencing, floating turbidity barriers, sediment prevention devices, inlet protection devices, synthetic bales, temporary sodding, and other work required to effectively limit soil, erosion, dust transport. Payment shall be based on the percentage of the lump sum price equal to the percentage complete of the overall project work.

2.4 Maintenance of Traffic BID ITEMS 4, 4A

Payment will be made at the Contract lump sum price for temporary traffic control measures within the project area and adjacent roadways throughout the duration of the project, including pedestrian, bicycle and vehicular traffic per the Drawings, Specifications, and other applicable jurisdictional requirements. This price also includes the preparation of a temporary traffic control plan and the use of up to two variable message signs throughout construction. Payment shall be based on the percentage of the lump sum price equal to the percentage complete of the overall project work.

2.5 Survey Layout BID ITEMS 5, 5A

Payment shall be made at the Contract lump sum amount for the layout of all proposed improvements by a licensed surveyor registered in the State of Florida. Work shall include the staking of right-of-way and easement lines adjacent to proposed improvements. Surveyor shall verify existing grades and other tie-in locations and notify Engineer of any discrepancies. Payment shall be based on the percentage of the lump sum price equal to the percentage complete of the overall project work.

2.6 Water Main Via Open Cut BID ITEM 6

Payment will be made at the Contract unit price for each linear foot of DIP or PVC Water Mains constructed per the Drawings and Specifications as measured horizontally along constructed pipe and shall include dewatering, excavation, trench safety measures, bedding, polywrapping of DIP, identification warning tape, tracer wire, backfill, compaction, density testing, pigging, hydrostatic testing, bacteriological testing, and restoration of surface features not paid for via other Contract pay items.

2.7 Valve BID ITEMS 7a-7d

Payment will be made at the Contract unit price for each Valve furnished and installed per the Drawings and Specifications and shall include valve box, operator extension, concrete pad, joint restraint, adjustment of valve boxes to finished grade.

2.8 Fire Hydrant Assembly BID ITEM 8

Payment will be made at the Contract unit price for each Fire Hydrant Assembly furnished and installed per the Drawings and Specifications and shall include hydrant tee, valve, valve box, concrete pad, pipe, hydrant, joint restraint, temporary bagging of hydrant until activated, painting, reflective pavement marker, and curb markings.

2.9 Tie-ins BID ITEM 9

Payment shall be made at the Contract unit price for each Tie-in constructed per the Drawings and Specifications and shall include tapping sleeve, tapping valve, valve box, restraints, restraining existing pipe, coatings, and valve box painting.

2.10 Water Services BID ITEM 10

Payment will be made at the Contract unit price for each long side or short side Water Service constructed per the Drawings and Specifications and shall include installation at the sizes and locations as determined in the field per the existing water service locations, service saddle, tap, corporation stop, poly tubing, lockable curb stop, and meter box. All long side services to be installed via trenchless methods. Connection to existing City meter/customer piping is included.

2.11 Ductile Iron Fittings BID ITEM 11

Payment will be made at the Contract unit price for each ton of ductile iron fittings, based on the bare weight of the fitting, without accessories, furnished and installed per the Drawings and Specification including additional fittings that may be necessary to avoid conflicts as approved by the Engineer. This price shall include adaptors, accessories, and restraints, bolts, coatings, and polywrapping.

2.12 Existing Watermain Deactivation/Abandonment BID ITEM 12

Payment will be made at the Contract unit price for each existing watermain feature properly deactivated /abandoned per the Drawings and Specifications. Service modification shall include disconnection of existing service from existing meter, reclaimed water meter box, corporation lock, adjustment/relocation to service to such a minimum 3 feet from new water service/existing meter, and restoration of disturbed area. Fire Hydrant Removal/Salvage shall include removal of existing hydrant, delivery to City for reuse, closing and plugging of existing valve, removal of valve box, and restoration of disturbed area. Valve Box Modification shall include replacement of valve box cover with REUSE cover and painting of valve box cover.

2.13 Restoration BID ITEMS 13, 9A

Payment will be made at the Contract unit price for each square yard of restoration of driveway or roadway pavement per the Drawings and Specifications and shall include sawcutting, demolition, removal/salvage of pavers, grading, base, formwork, reinforcement, concrete, expansion material, finishing, asphalt, striping, coatings, testing, and other related work.

2.14 As-Builts BID ITEMS 14, 10A

Payment will be made at the Contract lump sum price for surveyed as-built drawings per the Specifications, including monthly preliminary/progress as-builts beginning the first month after the start of pipe installation and every month thereafter until completion. Payment shall be made at an equivalent percentage to the overall project completion.

2.15 Remove/Replace Culverts BID ITEM 6A

Payment will be made at the contract unit price for each linear foot of new culvert as measured horizontally along the centerline of the culvert constructed per the Drawings and Specifications and shall include coordination with property owner, demolition/removal of existing culvert, fill, grading, new culvert, geotextile joint wrap, backfill, compaction, and cleaning.

2.16 Mitered End Sections BID ITEM 7A

Payment will be made at the contract unit price for each mitered end section (MES) constructed per the Drawings and Specifications and shall include demolition/removal of existing MES/existing culvert end treatments, fill, grading, compaction, forms, concrete, finishing, and coatings.

2.17 Regrade/Restore Swale BID ITEM 8A

Payment will be made at the contract unit price for each linear foot of regraded and restored swale measured along centerline of the swale per the Drawings and Specifications and shall include clearing/grubbing, fill, tree/root protection, grading, irrigation adjustment/repair, sodding, and pinning of sod,

PART 3 - EXECUTION (NOT USED)

END OF SECTION 012000

SECTION 012976 – PROGRESS PAYMENT PROCEDURES

PART 1 - GENERAL

1.1 DESCRIPTION

A. Scope of Work: Submit Application for Payment to the Engineer in accordance with schedule established by conditions of the Contract and Agreement between Owner and Contractor. Contractor shall use the Application and Certificate for Payment Form included in Section 00 84 40 as the official pay request form.

1.2 FORMAT REQUIRED

A. Submit applications on the form provided.

B. Provide itemized data on continuation sheets of format, schedules, line items, and values specified on the Application and Certificate for Payment Form. The Contractor shall use the item descriptions and contract values included in the Schedule of Values, approved and accepted by the Engineer as a basis for preparation of the Application for Payment Form.

1.3 PREPARATION OF APPLICATION FOR EACH PROGRESS PAYMENT

A. Application Form:

1. Fill in required information, including that for Change Orders executed prior to date of submittal of application.

2. Fill in percent complete for each activity and dollar values to agree with respective percents.

3. Execute certification with signature of a responsible officer of the Contractor.

B. Continuous Sheets:

1. Fill in total of all scheduled component items of the Work, with item number and schedule dollar value for each item.

2. Fill in dollar value in each column for each scheduled line item when Work has been performed or products stored. Round off values to nearest dollar, or as specified for Schedule of Values.

3. List each Change Order executed prior to date of submission, at the end of the continuation sheets. List by Change Order Number, and description, as for an original component item Work.

4. To receive approval for payment on component material stored on site, submit copies of the original invoices with Application and Certificate for Payment.

5. As provided for in the Application and Certificate for Payment Form, the Contractor shall certify, for each current pay request, that all previous progress payments received from the Owner, under this Contract, have been applied by the Contractor to discharge in full, all obligations of the Contractor in connection with Work covered by prior Applications for Payment, and all materials and equipment incorporated into the Work are free and clear of all liens, claims, security interest, and encumbrances. Contractor shall attach to each Application and Certificate for Payment like affidavits by all subcontractors.

1.4 SUBSTANTIATING DATA FOR PROGRESS PAYMENTS

A. Contractor shall submit suitable information, with a cover letter identifying:

1. Project.

2. Application number and date.

3. Detailed list of enclosures.

4. For stored products:
   a. Item number and identification as shown on application.
   b. Description of specific material.

B. Submit one (1) copy of data and cover letter for each copy of application.

C. The Contractor is to maintain an updated set of drawings to be used as record drawings. As a prerequisite for monthly progress payments, the Contractor is to exhibit the updated record drawings for review by the Owner and the Engineer.

D. Each monthly Application for Payment shall incorporate the corresponding “monthly progress status report” and updated construction schedule, prepared in accordance the applicable Specification section.

E. As a prerequisite for payment, Contractor shall submit a duly executed letter from surety consenting to payment due and progress to date.

F. Provide construction photographs in accordance with applicable Specification sections.

1.5 PREPARATION OF APPLICATION FOR FINAL PAYMENT

A. Fill in application form as specified for progress payments.

B. Furnish evidence of completed operations and insurance in accordance with the General Conditions.

C. Provide Contractor’s final release of lien and other close-out submittals as required by the General Conditions.

1.6 SUBMITTAL PROCEDURE

A. Submit Application for Payment to the Engineer at the time stipulated in the Agreement, or as agreed to at the pre-construction meeting. Review the percentage complete with the Engineer and resolve any conflict or discrepancies.

B. Application for Payment to be submitted electronically in color for processing and payment.

C. When the Engineer finds the Application and Certificate for Payment Form is properly completed and correct, they will execute the Certificate for Payment and transmit the forms to the Owner, with a copy to the Contractor.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION 012976

SECTION 013000 – ADMINISTRATIVE REQUIREMENTS

PART 1 - GENERAL

1.1 The Contractor shall not have any right in property in any materials taken from any excavation and they shall not remove any earth, sand or other material from the lines of the work before the excavation is refilled except upon direction of the Engineer. The provisions of this paragraph shall not be construed as relieving the Contractor of any kind of their obligations to remove and dispose of any of the material excavated, with or without rehandling, at their cost and expense as provided in these Specifications.

1.2 From investigations, including surveys made at the site, it is assumed that physical conditions are approximately as indicated on the Drawings, but the nature of the materials below the surface, the depth to satisfactory foundations, or the stability of beds or banks or quantity of groundwater are not guaranteed.

1.3 Where reference is made within these documents to government specifications, or those of well-known organizations such as ASTM, ASA, ASME, etc., the latest editions shall be used, any or all references in these documents to earlier stated editions notwithstanding.

1.4 The Contractor shall take all necessary precautions to prevent damage to existing utilities which are to remain in service during any of the construction operations. Should such utilities be damaged by the Contractor, they shall be required to replace, or repair same, to the satisfaction of the Engineer, at no additional cost to the Owner.

1.5 Certain information regarding the reputed presence, size, character, and location of existing underground structure, pipes and conduits has been shown on the Drawings. The location of underground structures shown may be inaccurate and other obstructions than those shown may be encountered. The Contractor distinctly agrees that the Engineer and the Owner are not responsible for the correctness or sufficiency of the information given; that in no event is this information to be considered as a part of the Contract; that they shall have no claim for delay or extra compensation on account of incorrectness of information given; or on account of insufficiency or absence of information regarding obstructions either revealed or not revealed by the Drawings; and that they shall have no claim for relief from any obligation or responsibility under this Contract, in case the location, size or character of any pipe or other underground structure is encountered that is not shown on the Drawings.

1.6 The Owner shall provide reference points as shown on the plans. Contractor shall be responsible for having a land surveyor registered in the State of Florida and approved by the Engineer lay out the work, shall protect and preserve the established reference points and shall make no changes or relocations without the prior written approval of the Engineer. Contractor shall report to Engineer whenever such reference point is lost or destroyed or required location because of necessary changes in grades or locations, and the Contractor shall be responsible for replacement

or relocation of such reference points by professionally qualified personnel, registered in the State of Florida and approved by the Engineer.

1.7 All dewatering and pumping necessary to accomplish the work of this Contract shall be performed by the Contractor at no extra or additional cost to the Owner. Any permits required shall be the responsibility of the Contractor.

1.8 Before submitting a Bid each Contractor must:

1. Examine the Contract Documents thoroughly.

2. Visit the site to familiarize themself with local conditions that may in any manner affect cost, progress or performance of the work.

3. Familiarize themself with federal, state and local laws, ordinance, rules and regulations that may in any manner affect cost, progress or performance of the work.

4. Study and carefully correlate Bidder's observations with the Contract Documents.

1.9 Attention is directed to the requirements of the following agencies with regard to permits and construction of utilities within their rights of way or jurisdiction.

1. FDEP Permit to Construct Water Main Extensions for PWS.

2. The Owner will make necessary application for permits to construct such utilities. It shall be, however, the responsibility of the Contractor to construct the utilities in strict accordance with the requirements of the above-mentioned agencies, and no extra or additional payments will be made by the Owner for this work.

1.10 Construction shall be limited to weekday day light working hours. No weekend, night time, or holiday work shall be performed without obtaining permission in advance from the Engineer. Certain non-essential items such as clean up, seeding and mulching, sodding, some well pointing operations, saw cutting of pavement, etc. may be performed by the Contractor during the above times by giving the Engineer advance notice of such operations.

1.11 Limitations on the Engineer's Responsibilities

1. Neither the Engineer's authority to act under this Paragraph nor any decision made by the Engineer in good faith either to exercise or not exercise such authority shall give rise to any duty or responsibility of the Engineer to the Contractor, any subcontractor, any of their agents or employees or any other person performing any of the work.

2. The Engineer will <u>not</u> be responsible for the construction means, methods, techniques, sequences or procedures, or the safety precautions and programs incident thereto, and will <u>not</u> be responsible for the Contractor's failure to perform the work in accordance with the Contract Documents.

3. The Engineer will not be responsible for the acts or omissions of the Contractor, any subcontractors, or any of their agents or employees, or any other persons performing any of the work.

1.12 Reasonable care shall be taken during construction to avoid damage to vegetation. Ornamental shrubbery and tree branches shall be temporarily tied back, where appropriate, to minimize damage. Trees which receive damage to branches shall be trimmed of those branches to improve the appearance of the tree. Tree trunks receiving damage from equipment shall be treated with a tree dressing.

1.13 The Contractor's forces shall be required to dig and expose all existing utilities including telephone cables, T.V. cables (both public and private), gas lines, if present, water mains, force mains, sewer services, water services and private sprinklers a minimum of twenty four (24) hours in advance of the pipe laying operation. Owner's forces and other utilities will mark the approximate location of their utilities when contacted. Owner's crew will not be responsible for hand digging the location of the Owners services. Separate lump sum payment shall be made for this work.

1.14 All existing improved areas disturbed by construction shall be sodded with the same type sod as the existing variety of sod encountered.

1.15 The Contractor shall make their own provisions for materials security. Any Owner provided work areas shall be returned to its original or better condition upon the completion of the project. Sodding of any disturbed areas utilized by the Contractor for work area will be accomplished by the Contractor at no additional cost to the Owner. Separate payment for this work will not be made and shall be included in the appropriate contract work items by the Contractor in the bid proposal.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION 013000

SECTION 013119 – PROJECT MEETINGS

PART 1 - GENERAL

1.1 DESCRIPTION

A. Scope of Work:

1. The Contractor shall coordinate with the Engineer to schedule and administer the preconstruction meeting, resident meeting, utility coordination, periodic progress meetings, and specifically called meetings throughout the progress of the Work.

2. The Engineer shall:
   a. Prepare agenda for meetings.
   b. Make physical arrangements for meetings.
   c. Preside at meetings.
   d. Take and distribute meeting minutes.

3. The Contractor shall:
   a. Attend all meetings along with pertinent subcontractors and suppliers.
   b. Appoint attendees who are qualified and authorized to act on behalf of the entity each represents.
   c. Provide requested information at meetings.
   d. Provide revised CPM schedule and a three-week look-ahead schedule.

4. The Owner shall:
   a. Attend meetings to ascertain that the Work is expedited consistent with Contract Documents and construction schedules.

1.2 PRECONSTRUCTION MEETING

A. Purpose: To initiate coordination of contractual requirements prior to start of work.

B. Scheduling: Engineer will schedule a preconstruction meeting after execution of the Contract. Invites shall be sent via electronic mail.

C. Location: A local site, convenient for all parties, designated by the Engineer/Owner.

D. Attendance:

1. Owner's representative.

2. Engineer

3. Resident project representative.

4. Contractor and their superintendent.

5. Major subcontractors.

6. Representatives of major suppliers and manufacturers, as appropriate.

7. Governmental and franchised utility representatives, as appropriate.

8. Permit agency representatives, as appropriate.

9. Funding agency representatives, as appropriate.

10. Others as requested by the Contractor, Owner, and Engineer.

E. Suggested Agenda:

1. Introductions and Roles

2. Contract Execution and Dates
   a. Contracts
   b. Contract Time/Dates
   c. Copies of Conformed Documents

3. Communications
   a. Lines of Communication
   b. Coordination Meetings
   c. Contact List
   d. Requests for Information (RFIs)

4. Preconstruction Matters
   a. Submittals
   b. Material Acquisition
   c. Mobilization
   d. Permitting

5. Construction/Coordination
   a. Working Days/Hours
   b. Change Orders
   c. Locating Existing Facilities
   d. Demolition
   e. Testing
   f. Updated Schedules

6. Pay Requests
   a. Process
   b. Schedule of Values
   c. Stored Materials
   d. Preliminary As-Builts

7. Contract Closeout
   a. Substantial Completion
   b. Punch-list
   c. Final Acceptance

d. Warranty
e. Final Payment

1.3 RESIDENT MEETING(S)

A. Purpose: To present construction approach to affected residents and to allow residents to ask questions concerning such.

B. Scheduling: Engineer/Owner will schedule resident meeting(s) after preconstruction meeting is held, but before construction begins. Invites shall be distributed via electronic mail and hard copy flyers. Contractor shall assist in the distribution of flyers.

C. Location: A local site, convenient for all parties, designated by the Engineer/Owner.

D. Attendance:

1. Owner's representative.

2. Engineer.

3. Resident project representative.

4. Contractor and their superintendent.

5. Major subcontractors, as appropriate.

6. Residents.

E. Suggested Agenda: To be determined by Engineer/Owner

1.4 UTILITY COORDINATION MEETING(S)

A. Purpose: To discuss the coordination of the construction with existing and proposed utilities.

B. Scheduling: Engineer will schedule utility coordination meeting(s) as needed. These meetings may be held in conjunction with Progress Meetings. Invites shall be distributed via electronic mail.

C. Location: A local site, convenient for all parties, designated by the Engineer/Owner.

D. Attendance:

1. Owner's representative.

2. Engineer.

3. Resident project representative.

4. Contractor and their superintendent.

5. Major subcontractors, as appropriate.

6. Utility representatives.

E. Suggested Agenda: To be determined by Engineer.

1.5 PROGRESS MEETINGS

A. Purpose: To discuss the progress of the construction and projected work activities.

B. Scheduling: Engineer will schedule progress meetings on a regular basis at a maximum frequency of once per week or less frequently, i.e. once per month, depending on the level of communication required for the project. Invites shall be distributed via electronic mail.

C. Location: A local site, convenient for all parties, designated by the Engineer/Owner.

D. Attendance:

1. Owner's representative.

2. Engineer and sub-consultants, as appropriate.

3. Resident project representative.

4. Contractor and their superintendent.

5. Major subcontractors, as appropriate.

6. Utility representatives, as appropriate.

7. Permit agency representatives, as appropriate.

8. Funding agency representatives, as appropriate.

E. Suggested Agenda:

1. Work progress since last meeting

2. Work scheduled this period

3. Field observations, problems and conflicts.

4. Construction schedule
   a. Status of current schedule
   b. Issues impacting schedule
   c. Fabrication and delivery schedules
   d. Corrective measures to regain projected schedule

5. Submittals

6. RFIs

7. Pending Changes and Substitutions
8. Quality Control
9. Pay Requests
10. Other Business

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION 013119

SECTION 013216 – CONSTRUCTION PROGRESS SCHEDULES

PART 1 - GENERAL

1.1 DESCRIPTION

A. Scope of Work:

1. Promptly after award of the Contract, prepare and submit to the Engineer estimated construction progress schedules demonstrating complete fulfillment of all Contract requirements utilizing a Critical Path Method (hereinafter referred to as CPM) in planning, coordinating, and performing the Work under this Contract (including all activities of subcontractors, equipment vendors, and suppliers). The principles and definition of CPM terms used herein shall be as set forth in the Associated General Contractors of America (AGC) publication, The Use of CPM in Construction, A Manual for General Contractors and the Construction Industry, latest edition, but the provisions of this Specification shall govern the planning, coordinating, and performance of the Work.

2. Submit revised progress schedules on a monthly basis. No partial payments shall be approved until there is an approved construction progress schedule on hand.

1.2 QUALIFICATIONS

A. A statement of computerized CPM capability shall be submitted in writing prior to the award of the Contract and shall verify that either Contractor's organization has in-house capability to use the CPM technique or that Contractor will employ a CPM consultant who is so qualified.

B. In-house capability shall be verified by description of construction projects to which Contractor or Contractor's consultant has successfully applied computerized CPM and shall include at least two (2) projects valued at least half the expected value of this project.

1.3 FORM OF SCHEDULES

A. Prepare schedules in the form of a horizontal bar chart.

1. Provide a separate horizontal bar for each trade or operation within each structure or item.

2. Horizontal time scale:
   a. Show starting and completion dates for each activity in terms of the number of days after Notice to Proceed. All completion dates shown shall be within the period specified for contract completion.

   b. Identify the first workday of each month.

3. Scale and Spacing: Sufficient to allow space for notations and future revisions.

4. Maximum Sheet Size: 22 inches by 34 inches.

B. Format of Listings: The chronological order of the start of each item of work for each structure.

C. Identification of Listings: By major Specification section numbers as applicable and by utility.

D. Construction Progress Schedules shall be computer generated using software offered by Primavera or approved equal.

1.4 CONTENT OF SCHEDULES

A. Construction Progress Schedule:

1. Show the complete sequence of construction by activity and by structure.

2. Show the dates for the beginning and completion of each major element of construction in no more than a two (2) week increment scale. Specifically, list, but do not limit to:
   a. Shop Drawing Schedule.
   b. Installation of temporary facilities.
   c. Clearing.
   d. Demolition
   e. Subcontractor work
   f. Utility Installations
   g. Paving
   h. Start-Up
   i. Project closeout

3. Show projected percentage of completion for each item, as of the first day of each month.

4. Show projected dollar cash flow requirements for each month of construction and for each activity as indicated by the approved Schedule of Values.

B. Submittals.

1. Indicate on the schedule the following:
   a. The dates for Contractor's submittals.
   b. The date submittals will be required for Owner-furnished products, if applicable.
   c. The date approved submittals will be required from the Engineer.

C. A typewritten list of all long lead items (equipment, materials, etc.).

D. To the extent that the progress schedule or any revised progress schedule shows anything not jointly agreed upon or fails to show anything jointly agreed upon, it shall not be deemed to have been approved by the Engineer. Failure to include any element of work required for the performance of this Contract shall not excuse the Contractor from completing all work required within any applicable completion date, notwithstanding the Engineer's approval of the progress schedule.

E. Scheduling Constraints: The work within Owner's property must be completed within the maximum number of days start to finish, as indicated in the Contract. Additionally, work must

proceed on a continuous basis, without stoppages, except for nights and weekends. There shall be no lapses between phases of construction.

1.5 PROGRESS REVISIONS

A. Indicate progress of each activity to date of submission.

B. Show changes occurring since previous submission of schedule:

1. Major changes in scope.

2. Activities modified since previous submission.

3. Revised projections of progress and completion.

4. Other identifiable changes.

C. Provide a narrative report as needed to define:

1. Problem areas, anticipated delays, and the impact on the schedule.

2. Corrective action recommended, and its effect.

3. The effect of changes on schedules of other prime contractors.

D. If the Work falls behind the critical path schedule by two (2) weeks or more, the Contractor shall prepare a recovery schedule.

1.6 SUBMISSIONS

A. Submittal Requirements.

1. Logic network and/or time-phased bar chart, computer generated.

2. Computerized network analysis:
   a. Sort by early start
   b. Sort by float
   c. Sort by predecessor/successor

3. Narrative description of the logic and reasoning of the schedule.

B. Time of Submittals.

1. Within 10 working days after Notice to Proceed, Contractor shall submit a network diagram describing the activities to be accomplished in the project and their dependency relationships, (predecessor/successor) as well as a tabulated schedule as herein defined. The total length of time indicated on the initial CPM schedule shall equal the exact number of days in the Contract Time as defined in Agreement. The schedule produced and submitted shall also indicate calendar dates, including project starting and completion dates, based on the contract commencement and completion dates indicated in the Notice

to Proceed. The Engineer will complete the review of the complete schedule within 15 working days after receipt. During the review process, the Engineer may meet with a representative of Contractor to review the proposed plan and schedule to discuss any clarifications that may be necessary.

2. Within 10 working days after the conclusion of the Engineer's review period, Contractor shall revise the network diagram as required and resubmit the network diagram and a tabulated schedule produced therefrom. The revised network diagram and tabulated schedule shall be reviewed and accepted or rejected by the Engineer within 15 working days after receipt. The network diagram and tabulated schedule, when accepted by the Engineer, shall constitute the project work schedule unless a revised schedule is required due to substantial changes in the Work, a change in Contract Time or a recovery schedule is required and requested.

C. Acceptance. The finalized schedule will be acceptable to the Engineer when, in the opinion of the Engineer, it demonstrates an orderly progression of the Work to completion in accordance with the Contract Documents. Such acceptance will neither impose on the Engineer responsibility for the progress or scheduling of the Work nor relieve Contractor from full responsibility, therefore. The finalized schedule of shop drawing submittals will be acceptable to the Engineer when, in the opinion of the Engineer, it demonstrates a workable arrangement for processing the submittals in accordance with the requirements. The finalized Schedule of Values (lump sum price breakdown), as applicable, will be acceptable to the Engineer as to form and content when, in the opinion of the Engineer, it demonstrates a substantial basis for equitably distributing the Contract Price. When the network diagram and tabulated schedule have been accepted, the Contractor shall submit to the Engineer six (6) copies of the time-scaled network diagram, six (6) copies of a computerized tabulated schedule in which the activities have been sequenced by numbers, six (6) copies of a computerized tabulated schedule in which the activities have been sequenced by early starting date, and six (6) copies of a computerized, tabulated schedule in which activities have been sequenced by total float, and six (6) copies sorted by predecessor/successor.

D. Revised Work Schedules. Contractor, if requested by the Engineer, shall provide a revised work schedule if, at any time, the Engineer considers the completion date to be in jeopardy because of "activities behind schedule." The revised work schedule shall include a new diagram and tabulated schedule conforming to the requirements of Paragraph 1.9 herein, designed to show how Contractor intends to accomplish the Work to meet the completion date. The form and method employed by Contractor shall be the same as for the original work schedule. No payment will be made if activities fall more than two (2) weeks behind schedule and a revised work schedule is not furnished.

E. Schedule Revisions. The Engineer may require Contractor to modify any portions of the work schedule that become infeasible because of "activities behind schedule" or for any other valid reason. An activity that cannot be completed by its original latest completion date shall be deemed to be behind schedule. No change may be made to the sequence, duration, or relationships of any activity without approval of the Engineer.

1.7 DISTRIBUTION

A. Distribute copies of the reviewed schedules to:

1. Engineer.

2. Jobsite file.

3. Subcontractors.

4. Other concerned parties.

5. Owner (two copies).

B. Instruct recipients to report promptly to the Contractor, in writing, any problems anticipated by the projections shown in the schedules.

1.8 CHANGE ORDERS

A. Upon approval of a Change Order, the approved changes shall be reflected in the next scheduled revision or update submittal of the construction progress schedule by the Contractor.

1.9 CPM STANDARDS

A. CPM, as required by this Section, shall be interpreted to be generally as outlined in the Associated General Contractors (AGC) publication, The Use of CPM in Construction, A Manual for General Contractors and the Construction Industry, Copyright 1976.

B. Work schedules shall include a graphic network and computerized, tabulated schedules as described below. To be acceptable the schedule must demonstrate the following:

1. A logical succession of work from start to finish.

2. Definition of each activity. Activities shall be identified by major Specification section numbers, as applicable, and by major utility.

3. A logical flow of work crews/equipment (crews are to be defined by manpower category and man-hours; equipment by type and hours).

4. Show all work activities and interfaces including submittals as well as major material and equipment deliveries.

C. Networks.

1. The CPM network, or diagram, shall be in the form of a time-scaled diagram of the customary activity-on-type and may be divided into a number of separate pages with suitable notation relating the interface points among the pages. Notation on each activity line shall include a brief work description and duration, as described in Paragraph 1.9, D. herein.

2. All construction activities and procurement shall be indicted in a time-scaled format, and a calendar shall be shown on all sheets along the entire sheet length. Each activity arrow shall be plotted so the beginning and completion dates of said activity can be determined graphically by comparison with the calendar scale. All activities shall be shown using the symbols that clearly distinguish between critical path activities, non-critical path activities,

and float for each non-critical activity. All non-critical path activities shall show estimated performances time and float time in scaled form.

D. The duration indicated for each activity shall be in calendar days and shall represent the single best time considering the scope of the work and resources planned for the activity including time for inclement weather. Except for certain non-labor activities, such as curing concrete or delivering materials, activity durations shall not exceed 14 days nor be less than one (1) day unless otherwise accepted by the Engineer.

E. Tabulated Schedules. The initial schedule shall include the following minimum data for each activity:

1. Activity Beginning and Ending Numbers (i-j numbers) (single activity numbers may be used).

2. Duration.

3. Activity Description.

4. Early Start Date (Calendar Dated).

5. Late Start Date (Calendar Dated).

6. Early Finish Date (Calendar Dated).

7. Late Finish Date (Calendar Dated).

8. Identified Critical Path.

9. Total Float (Note: No activity may show more than 20 days float).

10. Cost of Activity.

11. Equipment Hours, by type; Man-Power Hours, by crew or trade.

F. Project Information. Each tabulation shall be prefaced with the following summary data:

1. Project Name.

2. Contractor.

3. Type of Tabulation (Initial or Updated).

4. Project Duration.

5. Project Scheduled Completion Date.

6. Effective or Starting Date of the Schedule.

7. New Project Completion Date and Project Status (if an updated or revised schedule).

8. Actual Start Date and Actual Finish Date (for all updated schedules.)

1.10 SCHEDULE MONITORING

A. At not less than monthly intervals or when specifically requested by Engineer, Contractor shall submit to the Engineer a computer printout of an updated schedule for those activities that remain to be completed. Typically, the updated schedule will be submitted with the Application for Payment as specified below.

B. The updated schedule shall be submitted in the form, sequence, and number of copies requested for the initial schedule.

1.11 PROGRESS MEETINGS

A. For the monthly progress meeting, Contractor shall submit a revised CPM schedule and a three-week look-ahead schedule, showing all activities completed, in progress, uncompleted, or scheduled to be worked during the weeks. The three weeks include the current week plus the next two weeks. All activities shall be from the approved CPM and must be as shown on the CPM unless behind or ahead of schedule. One copy of the revised CPM schedule shall be submitted with each copy of that month's Application for Payment, electronically in color.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION 013216

SECTION 013233 – PHOTOGRAPHIC DOCUMENTATION

PART 1 - GENERAL

1.1 SCOPE OF WORK

A. Scope of Work: The Contractor shall employ a competent photographer to take construction record photographs and video recording prior to start of the Work, periodically during the course of the Work, and following the completion of the Work.

B. Summary: This section includes administrative and procedural requirements for the following:

1. Preconstruction photographs.

2. Preconstruction video recordings.

3. Periodic Construction ground and aerial photographs. – NOT REQUIRED

4. Periodic Construction video recordings. – NOT REQUIRED

5. Construction completion photographs. – NOT REQUIRED

6. Web-based construction photographic documentation. NOT REQUIRED

C. Photographs and videos shall be taken in conformance with this Section and shall be furnished to the Engineer with each pay request. Failure to comply will result in rejection of pay request.

1.2 INFORMATIONAL SUBMITTALS

A. Key Plan: Submit key plan of the Project site and building with notation of vantage points marked for location and direction of each photograph. Indicate elevation or story of construction. Include the same information as corresponding photographic documentation. – NOT REQURIED

B. Digital Photographs: Submit image files within three (3) days of taking photographs – NOT REQUIRED

1. Digital Camera: Minimum sensor resolution of 8 megapixels.

2. Format: Minimum 3200 by 2400 pixels, in unaltered original files, with same aspect ratio as the sensor, uncropped, date and time stamped, in folder named by date of photograph accompanied by key plan file.

3. Identification: Provide the following information with each image description in file metadata tag:
   a. Name of Project.
   b. Name and contact information for photographer.
   c. Name of Engineer.
   d. Name of Contractor.

e. Date photograph was taken.
f. Description of vantage point, indicating location, direction (by compass point), and elevation or story of construction.
g. Unique sequential identifier keyed to accompanying key plan.

C. Construction Photographs: Submit two (2) prints of each photographic view within seven (7) days of taking photographs. – NOT REQUIRED

1. Format: Electronic submittal to Engineer.

2. Identification: With each submittal, provide the following information:
a. Name of Project.
b. Name and contact information for photographer.
c. Name of Engineer and Construction Manager.
d. Name of Contractor.
e. Date photograph was taken if not date stamped by camera.
f. Description of vantage point, indicating location, direction (by compass point), and elevation or story of construction.
g. Unique sequential identifier keyed to accompanying key plan.

D. Video Recordings: Submit video recordings within seven (7) days of recording.

1. Submit video recordings in digital video disc format acceptable to Engineer by posting to Web-based photographic documentation service provider's Web site.

2. Identification: With each submittal, provide the following information:
a. Name of Project.
b. Name and address of photographer.
c. Name of Engineer and Construction Manager.
d. Name of Contractor.
e. Date video recording was recorded.
f. Description of vantage point, indicating location, direction (by compass point), and elevation or story of construction.
g. Weather conditions at time of recording.

E. Web-Based Photographic Documentation: Submit time-lapse sequence video recordings simultaneously with recording within seven (7) days of recording. – NOT REQUIRED

1. Submit time-lapse sequence video recordings by posting to Web-based photographic documentation service provider's Web Site, identify the posting location. A digital video disc is required monthly.

2. Identification: For each recording, provide the following information:
a. Name of Project.
b. Name and contact information for photographer.
c. Name of Engineer and Construction Manager.
d. Name of Contractor.
e. Date(s) and time(s) video recording was recorded.
f. Description of vantage point, indicating location, direction (by compass point), and elevation or story of construction.
g. Weather conditions at time of recording.

1.3 COST OF PHOTOGRAPHY

A. The Contractor shall pay costs for specified ground and aerial photography, videography, and web-based documentation.

1.4 QUALITY ASSURANCE

A. Photographer Qualifications: An individual who has been regularly engaged as a professional photographer of construction projects for not less than three (3) years.

B. Digital photographs may be taken by the Contractor's personnel but must be of professional quality as herein specified. Photographs which are deemed unsatisfactory will be rejected and retakes will be required.

C. Web-Based Photographic Documentation Service Provider: A firm specializing in providing photographic equipment, Web-based software, and related services for construction projects with record of providing satisfactory services similar to those required for the Project.

1.5 USAGE RIGHTS

A. Obtain and transfer copyright usage rights from the Photographer to the Owner for unlimited reproduction of photographic documentation.

PART 2 - PRODUCTS

2.1 PHOTOGRAPHIC MEDIA – NOT REQUIRED

A. Digital Images: Provide images in JPG format, produced by a digital camera with minimum sensor size of 8 megapixels, and at an image resolution of not less than 3200 by 2400 pixels.

B. Digital Video Recordings: Provide high-resolution digital video disc in format acceptable to Engineer.

2.2 WEB-BASED PHOTOGRAPHIC DOCUMENTATION – NOT REQUIRED

A. Project Camera: Provide fixed exterior camera installation, mounted to provide unobstructed view of construction site from location approved by Engineer.

1. Provide **(Insert Number)** fixed-location camera(s), with the following characteristics:
    a. Static View, remotely controllable view with mouse click user navigation for horizontal pan, vertical tile and optical zoom of 500 percent minimum.
    b. Capable of producing minimum 3.0-megapixel pictures.
    c. Provide power supply, active high-speed data connection to service provider’s network, and static IP address for each camera.

B. Wireless Hand-Held Cameras: Provide portable camera system capable of producing images complying with requirements in this section, with wireless transmission to service provider's network enabling a live image stream viewable by multiple parties.

1. Provide battery charger, spare battery pack, base station hub, and base station connections in a number and distribution adequate to enable wireless camera operation throughout the Project site.

2. Provide power supply, active high-speed data connection to service provider's network, and static public IP address at base station hub and base station connections.

C. Web-Based Image Access: Password-protected access for project team administered by Contractor, providing current image access and archival image access by date and time, with images downloadable to viewer's device.

1. Provide public viewer open access to most recent project camera image.

PART 3 - EXECUTION

3.1 CONSTRUCTION PHOTOGRAPHS – NOT REQUIRED

A. Photographer: Engage a qualified photographer to take construction photographs.

B. General: Take photographs using the maximum range of depth of field, and that are in focus, to clearly show the Work. Photographs with blurry or out-of-focus areas will not be accepted.

1. Maintain key plan with each set of construction photographs that identifies each photographic location.

C. Digital Images: Submit digital images exactly as originally recorded in the digital camera, without alteration, manipulation, editing, or modifications using image-editing software.

1. Date and Time: Include date and time in file name for each image.

2. Field Office Images: Maintain one (1) set of images accessible in the field office at the Project site, available always for reference. Identify images in the same manner as those submitted to Engineer and Construction Manager.

D. Preconstruction Photographs: Before starting construction, take photographs of the Project site and surrounding properties, including existing items to remain during construction, from different vantage points, as directed by Engineer and Construction Manager.

1. Flag excavation areas and construction limits before taking construction photographs.

2. Take 20 photographs to show existing conditions adjacent to property before starting the Work.

3. Take 20 photographs of existing buildings either on or adjoining property to accurately record physical conditions at start of construction.

4. Take additional photographs as required to record settlement or cracking of adjacent structures, pavements, and improvements.

E. Periodic Construction Photographs: Take 20 photographs weekly, with timing each month adjusted to coincide with the cutoff date associated with each Application for Payment. Select vantage points to show status of construction and progress since last photographs were taken.

F. Engineer and Construction Manager Directed Construction Photographs: From time to time, Engineer and Construction Manager will instruct photographer about number and frequency of photographs and general directions on vantage points. Select actual vantage points and take photographs to show the status of construction and progress since last photographs were taken.

G. Time-Lapse Sequence Construction Photographs: Take 20 photographs as indicated, to show status of construction and progress since last photographs were taken.

1. Frequency: Take photographs weekly, with timing each month adjusted to coincide with the cutoff date associated with each Application for Payment.

2. Vantage Points: Following suggestions by Engineer and Construction Manager and Contractor, photographer to select vantage points. During each of the following construction phases, take not less than two of the required shots from same vantage point each time to create a time-lapse sequence as follows:
   a. Commencement of the Work, through completion of subgrade construction.
   b. Above-grade structural framing.
   c. Exterior building enclosure.
   d. Interior Work, through date of Substantial Completion.

H. Final Completion Construction Photographs: Take 20 color photographs after date of Substantial Completion for submission as project record documents. Engineer and Construction Manager will inform photographer of desired vantage points.

1. Do not include date stamp.

I. Additional Photographs: Engineer or Construction Manager may request photographs in addition to periodic photographs specified. Additional photographs will be paid for by Change Order and are not included in the Contract Sum.

1. Three (3) days' notice will be given, where feasible.

2. In emergency situations, take additional photographs within 24 hours of request.

3. Circumstances that could require additional photographs include, but are not limited to, the following:
   a. Special events planned at the Project site.
   b. Immediate follow-up when on-site events result in construction damage or losses.
   c. Photographs to be taken at fabrication locations away from the Project site. These photographs are not subject to unit prices or unit-cost allowances.
   d. Substantial Completion of a major phase or component of the Work.
   e. Extra record photographs at time of final acceptance.
   f. Owner's request for special publicity photographs.

J. Periodic Aerial Construction Photographs: Provide at least two (2) aerial photographs monthly, coinciding with the cutoff date associated with each Application for Payment. Select vantage points to show status of construction and progress since last photographs were taken.

3.2 CONSTRUCTION VIDEO RECORDINGS

A. Video Recording Photographer: Engage a qualified videographer to record construction video recordings. Time must be accurate and continuously generated.

B. Recording: Mount camera on tripod before starting recording unless otherwise necessary to show area of construction. Display continuous running time and date. At start of each video recording, record weather conditions from local newspaper or television and the actual temperature reading at the Project site.

C. Narration: Describe scenes on video recording by dubbing audio narration off-site after video recording is recorded. Include description of items being viewed, recent events, and planned activities. At each change in location, describe vantage point, location, direction (by compass point), and elevation or story of construction.

1. Confirm date and time at beginning and end of recording.

2. Begin each video recording with name of the Project, Contractor's name, videographer's name, and Project location.

D. Transcript: Provide a typewritten transcript of the narration. Display images and running time captured from video recording opposite the corresponding narration segment.

E. Preconstruction Video Recording: Before starting construction, record video recording of the Project site and surrounding properties from different vantage points, as directed by Engineer and Construction Manager.

1. Flag excavation areas and construction limits before recording construction video recordings.

2. Show existing conditions adjacent to the Project site before starting the Work.

3. Show existing buildings either on or adjoining the Project site to accurately record physical conditions at the start of construction.

4. Show protection efforts by Contractor.

F. Periodic Construction Video Recordings: Record video recording monthly, coinciding weekly, with timing each month adjusted to coincide with the cutoff date associated with each Application for Payment. Select vantage points to show status of construction and progress since last video recordings were recorded. Minimum recording time shall be thirty (30) minutes. – NOT REQUIRED

G. Time-Lapse Sequence Construction Video Recordings: Record video recording to show status of construction and progress. – NOT REQUIRED

1. Frequency: During each of the following construction phases, set up video recorder to automatically record one frame of video recording every five (5) minutes, from same vantage point each time, to create a time-lapse sequence of thirty (30) minutes in length as follows:
   a. Commencement of the Work, through completion of subgrade construction.
   b. Above-grade structural framing.
   c. Exterior building enclosure.

2. Timer: Provide timer to automatically start and stop video recorder so recording occurs only during daylight construction work hours.

3. Vantage points: Following suggestions by Engineer and Construction Manager and Contractor, photographer shall select vantage points.

3.3 WEB-BASED CONSTRUCTION PHOTOGRAPHIC DOCUMENTATION – NOT REQUIRED

A. Live Streaming Construction Site Images: Provide Web-accessible image of current site image from fixed, viewer-controlled, location camera(s), updated at 15 minute intervals during daytime operation.

B. Time-Lapse Sequence Construction Site Recordings: Provide video recording from a fixed location camera to show status of construction and progress.

1. Frequency: Record one (1) frame of video recording every 15 minutes, from same vantage point each time, to create a time-lapse sequence of construction activities.

2. Timer: Provide timer to automatically start and stop video recorder so recording occurs only during daylight construction work hours.

C. Maintain cameras and Web-based access in good working order according to Web-based construction photographic documentation service provider's written instructions until final completion. Provide for service of cameras and related networking devices and software.

3.4 DELIVERY OF PHOTOGRAPHS AND VIDEOS

A. Photographs and videos will be delivered electronically following Specifications above with a coordinating log, to the Engineer as attachment to Application for Payment.

B. Distribution of construction photographs, as soon as processed, is anticipated to be as follows:

1. Engineer one (1) set.

2. Project record file one (1) set to be stored by Contractor until the end of the project which shall then be delivered with Project Record Documents.

3. Contractor one (1) set.

END OF SECTION 013233

SECTION 013323 – SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

PART 1 - GENERAL

1.1 REQUIREMENTS INCLUDED

A. The Contractor shall submit to the Engineer for review and approval, such working drawings, shop drawings, test reports and data on materials and equipment, and material samples materials list, certificates and affidavits as are required for the proper control of work, including but not limited to those working drawings, shop drawings, data and samples for materials and equipment specified elsewhere in the Specifications and in the Contract Drawings.

B. Within 20 calendar days after the Effective Date of the Agreement, the Contractor shall submit to the Engineer a complete materials list of preliminary data on items for which Shop Drawings are to be submitted. Included in this materials list shall be the names of all proposed manufacturers furnishing specified items. Review of this list by the Engineer shall in no way be expressed or implied relief to the Contractor from submitting complete Shop Drawings and providing material, equipment, etc., fully in accordance with the Specifications. This procedure is required in order to expedite final review of Shop Drawings.

C. The Contractor shall maintain an accurate updated submittal log and will bring this log to each scheduled progress meeting with the Owner and the Engineer. This log shall include the following items:

1. Submittal Description and Number assigned.

2. Date submitted to Engineer

3. Date returned to Contractor (from Engineer).

4. Status of Submittal (Approved, Approved as Noted, Not Approved/Resubmit).

5. Date of Resubmittal and Return (as applicable).

6. Date of material release (for fabrication).

7. Projected date of fabrication.

8. Projected date of delivery to site.

9. Status of O&M manuals submitted.

10. Specification Section.

11. Drawings Sheet Number.

1.2 CONTRACTOR'S RESPONSIBILITY

A. It is the duty of the Contractor to check all drawings, data and samples prepared by or for them before submitting them to the Engineer for review. Each and every copy of the drawings and data shall bear Contractor's stamp and signature showing that they have been so checked. Shop drawings submitted to the Engineer without the Contractor's stamp and signature will be returned to the Contractor for conformance with this requirement. Shop drawings shall indicate any deviations in the submittal from requirements of the Contract Documents. If the Contractor takes exception to the Specifications, the Contractor shall note the exception in the letter of transmittal to the Engineer. Shop drawings submittals shall not be used as a vehicle for requesting approval of substitute or alternative equipment and materials. Substitution requests will be considered only when submitted in accordance with the applicable provisions.

B. Determine and Verify:

1. Field measurements.

2. Field construction criteria.

3. Catalog numbers and similar data.

4. Conformance with Specifications.

C. The Contractor shall furnish the Engineer a schedule of Shop Drawings submittals fixing the respective dates for the submission of shop and working drawings, the beginning of manufacture, testing and installation of materials, supplies and equipment. This schedule shall indicate those that are critical to the progress schedule.

D. The Contractor shall not begin any of the work covered by a drawing, data, or a sample returned for correction until a revision or correction thereof has been reviewed and returned to the Contractor, by the Engineer, with approval.

E. The Contractor shall submit to the Engineer all drawings and schedules sufficiently in advance of construction requirements to provide no less than 30 calendar days for checking and appropriate action from the time the Engineer receives them.

F. All submittals shall be accompanied by a transmittal letter prepared in duplicate containing the following information:

1. Date.

2. Project Title and Number.

3. Contractor's name and address.

4. Notification of deviations from Contract Documents.

5. Submittal Log Number conforming to Specification Section Numbers.

G. The Contractor shall submit descriptive or product data submittals/drawings electronically to the Engineer. The Engineer will review the submittals/drawings and return marked-up submittals/drawings with appropriate review comments electronically to the Contractor.

H. Once submittals/drawings are approved, they are to be distributed electronically to the Owner, Engineer and Contractor.

I. The Contractor shall be responsible for and bear all costs of damages which may result from the ordering of any material or from proceeding with any part of work prior to the completion of the review by Engineer of the necessary shop drawings.

J. The Contractor shall be fully responsible for observing the need for and making any changes in the arrangement of piping, connections, wiring, manner of installation, etc., which may be required by the materials/equipment they proposed to supply both as pertaining to their own work and any work affected under other parts, headings, or divisions of Drawings and Specifications.

1.3 ENGINEER'S REVIEW OF SHOP DRAWINGS

A. The Engineer's review of drawings, data and samples submitted by the Contractor will cover only general conformity to the Specifications, external connections, and dimensions which affect the installation. The Engineer's review and exceptions, if any, will not constitute an approval of dimensions, quantities, and details of the material, equipment, device, or item shown.

B. The review of drawings and schedules will be general, and shall not be construed:

1. As permitting any departure from the Contract requirements;

2. As relieving the Contractor of responsibility of any errors, including details, dimensions, and materials;

3. As approving departures from details furnished by the Engineer, except as otherwise provided herein.

C. If the drawings or schedules as submitted describe variations and show a departure from the Contract requirements which the Engineer finds to be in the interest of the Owner and to be so minor as not to involve a change in Contract Price or time for performance, the Engineer may return the reviewed drawings, without noting an exception.

D. When reviewed by the Engineer, each of the Shop Drawings will be identified as having received such review, being so stamped and dated. Shop Drawings stamped "NOT APPROVED/RESUBMIT" and with required corrections shown will be returned to the Contractor for correction and re-submittal.

E. Resubmittals will be handled in the same manner as first submittals. On Resubmittals the Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, to revisions other than the corrections requested by the Engineer on previous submissions. The Contractor shall make any corrections required by the Engineer.

F. If the Contractor considers any correction indicated on the drawings to constitute a change to the Contract Drawings or Specifications, the Contractor shall give written notice thereof to the Engineer.

G. Shop Drawings and submittal data shall be reviewed by the Engineer for each original submittal and first Resubmittal; thereafter review time for subsequent Resubmittals shall be charged to the Contractor in accordance with the terms of the Engineer's Agreement with the Owner.

H. When the Shop Drawings have been completed to the satisfaction of the Engineer, the Contractor shall carry out the construction in accordance therewith and shall make no further changes therein except upon written instructions from the Engineer.

I. No partial submittals will be reviewed. Submittals not complete will be returned to the Contractor for Resubmittal. Unless otherwise specifically permitted by the Engineer, make all submittals in groups containing all associated items for:

1. Systems

2. Processes

3. As indicated in Specifications, all drawings, schematics, manufacturer's product data, certifications and other shop drawing submittals required by a system specification shall be submitted at one time as a package to facilitate interface checking.

1.4 SHOP DRAWINGS

A. When used in the Contract Documents, the term "Shop Drawings" shall be considered to mean Contractor's plans for materials and equipment which become an integral part of the Project. These drawings shall be completed and detailed. Shop Drawings shall consist of fabrication, erection and setting drawings and schedule drawings, manufacturer's scale drawing, and wiring and control diagrams. Cuts, catalogs, pamphlets, descriptive literature, and performance and test data shall be considered only as supportive to required shop drawings as defined above. As used herein, the term "manufactured" applied to standard units usually mass-produced; and "fabricate" means items specifically assembled or made out of selected materials to meet individual design requirements.

B. Manufacturer's catalog sheets, brochures, diagrams, illustrations and other standard descriptive data shall be clearly marked to identify pertinent materials, product or models. Delete information which is not applicable to the Work by striking or cross-hatching.

C. Drawings and schedules shall be checked and coordinated with the work of all trades involved, before they are submitted for review by the Engineer and shall bear the Contractor's stamp of approval as evidence of such checking and coordination. Drawings or schedules submitted without this stamp of approval shall be returned to the Contractor for resubmission.

D. Each Shop Drawing shall have a transmittal sheet. The transmittal sheet shall display the following:

1. Project title and number.

2. Name of project building or structure.

3. Number and title of the shop drawing.

4. Date of shop drawing or revision.

5. Name of Contractor and subcontractor submitting drawing.

6. Supplier/manufacturer.

7. Separate detailer when pertinent.

8. Specification number.

9. Drawing number.

A Letter of Transmittal Excel document shall be provided to the Contractor per request.

E. If drawings show variations from Contract requirements because of standard shop practice or for other reasons, the Contractor shall describe such variations in their letter of transmittal. If acceptable, proper adjustment in the Contract shall be implemented where appropriate. If the Contractor fails to describe such variations, they shall not be relieved of the responsibility for executing the work in accordance with the Contract, even though such drawings have been reviewed.

F. Data on materials and equipment include, without limitation, materials and equipment lists, catalog data sheets, cuts, performance curves, diagrams, materials of construction and similar descriptive material. Materials and equipment lists shall give, for each item thereon, the name and location of the supplier or manufacturer, trade name, catalog reference, size, finish and all other pertinent data.

G. For all mechanical and electrical equipment furnished, the Contractor shall provide a list including the equipment name, address and telephone number of the manufacturer's representative and service company so that service and/or spare parts can be readily obtained.

H. All manufacturers or equipment suppliers who are proposed to furnish equipment or products shall submit an installation list to the Engineer along with the required shop drawings. The installation list shall include at least five (5) installations where identical equipment has been installed and has been in operation for a period of at least one (1) year.

I. Only the Engineer will utilize the color "red" in marking shop drawing submittals.

1.5 WORKING DRAWINGS

A. When used in the Contract Documents, the term "working drawings" shall be considered to mean the Contractor's plan for temporary structures such as temporary bulkheads, support of open cut excavation, support of utilities, ground water control systems, forming and false work; for underpinning; and for such other work as may be required for construction but does not become an integral part of the project.

B. Copies of working drawings as noted in paragraph 1.5A. above, shall be submitted to the Engineer where required by the Contract Documents or requested by the Engineer, and shall be submitted at least 30 calendar days (unless otherwise specified by the Engineer) in advance of their being required for work.

C. Working drawings shall be signed by a registered Professional Engineer, currently licensed to practice in the State of Florida and shall convey, or be accompanied by, calculations or other sufficient information to completely explain the structure, machine, or system described and its intended manner of use. Review of working drawings by the Engineer will not relieve the Contractor in any way from their responsibility with regard to the fulfillment of the terms of the Contract. All risks of error are assumed by the Contractor; the Owner and Engineer shall have no responsibility therefore.

1.6 SAMPLES

A. The Contractor shall furnish, for the approval of the Engineer, samples required by the Contract Documents or requested by the Engineer. Samples shall be delivered to the Engineer as specified or directed. The Contractor shall prepay all shipping charges on samples. Materials or equipment for which samples are required shall not be used in work until approved by the Engineer.

B. Samples shall be of sufficient size and quantity to clearly illustrate:

1. Functional characteristics of the product, with integrally related parts and attachment devices.

2. Full range of color, texture and pattern.

3. A minimum of two (2) samples of each item shall be submitted.

C. Each sample shall have a label indicating:

1. Name of project.

2. Name of Contractor and subcontractor.

3. Material or equipment represented.

4. Place of origin.

5. Name of producer and brand (if any).

6. Location in project.

7. Submittal Number.

8. (Samples of finished materials shall have additional marking that will identify them under the finish schedules).

D. The Contractor shall prepare a transmittal letter in triplicate for each shipment of samples containing the information required in paragraph 1.6B above. The Contractor shall enclose a copy of this letter with the shipment and send a copy of this letter to the Engineer. Approval of a sample shall be only for the characteristics or use names in such approval and shall not be construed to change or modify any Contract requirements.

E. Approved samples not destroyed in testing shall be sent to the Engineer or stored at the site of work. Approved samples of the hardware in good condition will be marked for identification and

may be used in the work. Materials and equipment incorporated in work shall match the approved samples. Samples which failed testing or were not approved will be returned to the Contractor at their expense, if so, requested at time of submission.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION 013323

SECTION 014529 – TESTING LABORATORY SERVICES

PART 1 - GENERAL

1.1 DESCRIPTION

A. Scope of Work:

1. Contractor will employ and pay for services of an independent testing laboratory to perform testing specifically indicated on the Contract Documents or specified in the Specifications herein and may at any other time elect to have materials and equipment tested for conformity with the Contract Documents.

2. Contractor shall cooperate with the laboratory to facilitate the execution of its required services.

3. Contractor shall provide Engineer with all test results as indicated herein within five (5) days of receipt.

B. The following schedule defines the responsibility for various tests.

Test	Notes	Paid for By
Soil Compaction	Pipe Work: every 300 ft. at each lift of compaction minimum. Beneath Structures: each 500 sq. ft. lift of compaction minimum and each lift around structures.	Contractor
Pressure	As specified	Contractor
Bacteriological	As required by local and state agencies.	Contractor
LBR	Each 1500 SF of pavement (minimum).	Contractor
Concrete	Slump test each delivery and compression test five cylinders every 50 C.Y. (minimum).	Contractor

C. Additional Tests: The Contractor shall pay for first tests as specified herein. In the event that first test samples do not meet the applicable material Specification, the Contractor shall take measures to conform the material and equipment to the Specifications. All subsequent tests shall be paid for by the Contractor at no additional cost to the Owner.

1.2 LABORATORY TESTS

A. The materials listed below shall require advance and periodic laboratory tests as indicated, and shall be sampled in accordance with the methods of the A.S.T.M. and as directed by the Engineer. With the exception of concrete test cylinders and mixing water, duplicate advance samples of all materials requiring laboratory tests shall be submitted to the Engineer, one of which will be certified by the Engineer for submission to the testing laboratory and the other retained on the job

site in suitable storage provided by the Contractor. Except as noted below, preliminary samples of materials for advance laboratory tests shall be submitted at least two (2) weeks prior to starting delivery of such materials to the site of the project. The testing laboratory shall furnish both the Engineer and the Contractor with two (2) copies of the reports showing the results of such tests, and the reports shall be considered as sufficient evidence of the acceptance or rejection of the quality of the materials tested. The Specifications for, and the method of testing, will be found under the detailed Specifications for the particular material involved. All samples shall be properly packed and clearly marked as to source and intended use.

MATERIALS	TEST FREQUENCY	SAMPLE SIZE	SHIPPING CONTAINER
Fine Aggregate	Advance, first shipment then each 100 tons	100 lbs.	Canvas Sack
Coarse Aggregate	Advance, first shipment then each 200 tons	Stone or Gravel 200 lbs.	Strong Sack
Concrete	Advance test using approved materials	4 cylinders per mix, 2 broken at 7 days, 2 at 28 days	
Concrete (b) Air Entrainment	Advance test on trial mix air entraining agent is used. Test as specified under Article 405 (e)		

1.3 TESTS

A. The materials listed below shall be tested at the shop or plant of, and by, the producer. Each manufacturer of such materials shall be fully equipped to carry out the tests herein designated. Upon demand of the Engineer, the manufacturer shall perform such additional number of tests as the Engineer may deem necessary to establish the quality of the material offered for use. The Engineer shall be furnished with the certified records of reports of the results of all tests, such reports of records to contain a sworn statement that the tests have been made as specified.

MATERIAL	TEST METHOD
Cement	ASTM C114
Ductile Iron Pipe (Centrifugally Cast)	As required under ANSI A21.51-1176
Brick	ASTM C-32
Reinforcement	ASTM A-15 & A-305

1.4 FIELD TESTS

A. All sewers, water lines, piping and equipment shall be tested in the field in the presence of the Engineer or their authorized representative, in the manner prescribed in the sections of these Specifications pertaining to such installations. The Engineer may also perform or have performed any other field tests necessary to determine compliance with the Contract requirements. The Contractor shall furnish all necessary labor, equipment, and materials for such tests and, with the exception of the Engineer's expenses, shall bear all the cost thereof.

1.5 PAVING TESTS

A. The following tests will be made, unless otherwise stipulated by the Engineer, by a testing laboratory approved by the Engineer:

Material	Test or Test Method	Frequency
Subbase	1) AASHO T-180 (Modified Proctor Minimum 98% Density)	Every 300 LF
	2) Lime rock Bearing Ratio 40	Every 300 LF
Base	(Soil Cement) (1) Mix Design 350 psi @ 28 days. Mix design required 7 days in advance.	Prior to Mixing Base
	(2) Optimum Moisture content and Maximum Density (AASHTO T-134)	Every 300 LF
	(3) LBR 100	Every 1500 sf
	(4) Depth (6-inch minimum)	Every 300 feet
Paving	(1) Job Mix Formula. Required 7 days in advance and submit to Engineer	Each Job
	(2) Bitumen Content of Mix	Every 2500 SY or fraction thereof
	(3) In Place Density	Every 300' (left, right & center)
	(4) Marshall Field Stability Index	Every 1500 SY or fraction thereof
	(5) Thickness Cores	Every 300' (left, right, & center)

1.6 Basis of Payment

A. All shop tests and mill inspection shall be included in the price of the manufactured article, and no separate or extra payment will be made for such tests and inspection.

B. All laboratory and field tests will be paid for by the Contractor. Contractor shall furnish all necessary labor, equipment and materials for such tests and, with the exception of the Engineer's expenses, shall bear all the costs thereof.

1.7 LABORATORY DUTIES: LIMITATIONS OF AUTHORITY

A. Cooperate with Engineer and Contractor; provide qualified personnel promptly on notice.

B. Perform specified inspections, sampling and testing of materials and methods of construction:

1. Comply with specific standards; ASTM, other recognized authorities, and as specified.

2. Determine and report on compliance with requirements of Contract Documents.

C. Promptly notify the Engineer and Contractor of material or operations which do not meet the Specifications.

D. Promptly submit one (1) original and (1) electronic copy of reports of inspections and tests to the Engineer including:

1. Date issued.

2. Project title and Engineer's job number.

3. Testing Laboratory name and address.

4. Name and signature of inspector.

5. Date of inspection of inspector.

6. Date of inspection or sampling.

7. Date of test.

8. Identification of product and Specification section.

9. Location in project.

10. Type of inspection or test.

11. Compliance with Contract Documents or not.

E. Laboratory is not authorized to:

1. Release, revoke, alter, or enlarge on requirements of Contract Documents.

2. Approve or reject any portion of work.

3. Perform any duties of the Contractor.

1.8 CONTRACTOR'S RESPONSIBILITIES

A. Cooperate with laboratory personnel; provide access to Work and manufacture's operations.

B. Secure and deliver to the laboratory adequate representational samples of materials purposed to be used and which require testing.

C. Provide to the laboratory the preliminary design mix proposed to be for concrete, and other materials mixes which require control by the testing laboratory.

D. Materials and equipment used in the performance of work under this Contract are subject to inspection and testing at the point of manufacturer of fabrication. Standard Specifications for quality and workmanship are indicated in the Contract Documents. The Engineer may require the Contractor to provide statements or certificates from the manufacturers and fabricators that in full accordance with the standard Specifications for quality and workmanship indicated in the Contract Documents. All costs of this testing and providing statements and certificates shall be a subsidiary obligation of the Contractor, and no extra charge to the Owner shall be allowed on account of such testing and certification.

E. Furnish incidental labor and facilities:

1. To provide access to Work to be tested.

2. To obtain and handle samples at the Project site or at the source of the product to be tested.

3. To facilitate inspections and tests.

4. For storage and curing of test samples.

5. Notify laboratory sufficiently in advance of operations to allow for laboratory assignment of personnel and scheduling of tests.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION 014529

SECTION 016000 – PRODUCT REQUIREMENTS

PART 1 - GENERAL

1.1 DESCRIPTION

A. Scope of Work:

1. Conform to applicable Specifications and standards.

2. Comply with size, make, type and quality specified, or as specifically approved in writing by Engineer.

3. Manufactured and fabricated products:
   a. Design, fabricate, and assemble in accordance with the best engineering and shop practices.
   b. Manufacture like parts of duplicate units to standard sizes and gauges, to be interchangeable.
   c. Two or more items of the same kind shall be identical, by the same manufacturer.
   d. Products shall be suitable for service conditions.
   e. Equipment capacities, sizes, and dimensions shown or specified shall be adhered to unless variations are specifically approved in writing.

4. Do not use material or equipment for any purpose other than that for which it is designed or is specified.

1.2 APPROVAL OF MATERIALS

A. Only new materials and equipment shall be incorporated in the work. All materials and equipment furnished by Contractor shall be subject to the inspection and approval of Engineer. No material shall be delivered to the work without prior approval of Engineer.

B. Within 20 days after the Effective Date of the Agreement, Contractor shall submit to Engineer, data relating to materials and equipment they propose to furnish for the work. Such data shall be in sufficient detail to enable Engineer to identify the particular product to form an opinion as to its conformity to the Specifications.

C. Facilities and labor for handling and inspection of all materials and equipment shall be furnished by Contractor. If Engineer requires, either prior to beginning or during progress of the work, Contractor shall submit samples of materials for such special tests as may be necessary to demonstrate that they conform to the Specifications. Such samples shall be furnished, stored, packed, and shipped as directed at Contractor's expense. Except as otherwise noted, Contractor shall make arrangements for and pay for the tests.

D. Contractor shall submit data and samples sufficiently early to permit consideration and approval before materials are necessary for incorporation in the work. Any delay of approval resulting from Contractor's failure to submit samples or data promptly shall not be used as a basis of claim against Owner or Engineer.

E. In order to demonstrate the proficiency of workers or to facilitate the choice among several textures, types, finishes, and surfaces, Contractor shall provide such samples of workmanship or finish as may be required.

F. The materials and equipment used on the work shall correspond to the approved samples or other data.

1.3 SUBSTITUTIONS AND PRODUCT OPTIONS

A. The substitution requirements of this section are in addition to the requirements of the General Conditions and Supplementary Conditions.

B. The intent of these Specifications is to provide Owner with a quality facility without discouraging competitive bidding. Substitutions may be submitted and will be evaluated as specified herein.

C. A Request for Substitution of Product may be submitted after the Contractor:

1. Has investigated the proposed product and determined that it is equal to or superior to specified product, furnishes a certification to that effect and waives all rights to additional payment or time that may subsequently become necessary due to the failure of the substituted product to perform adequately.

2. Agrees to provide same warranties or bonds for product substitution as for product specified.

3. Agrees to be responsible for coordinating and paying for any necessary changes to other work required by approved substitutions or product options which they select and shall pay all such costs including the costs of the services of the design professional to revise the Contract Documents, if such revisions are required.

4. Waives all claims for additional costs due to substitution which may subsequently become apparent.

5. Is offering either a substantial credit to the Owner for acceptance of the substitution or a convincing justification that the product to be provided as the substitution is substantially superior in quality, performance, compatibility with adjacent products, durability, vandal-resistance, or in other important ways.

D. Engineer's Action:

1. Engineer will consider written requests for product substitution for a period of 45 calendar days after the effective date of the Agreement. Engineer will review requests for substitutions and notify Contractor in writing of Owner's decision to accept or reject requested substitutions within 10 working days of receiving request. Only the Owner may accept a substitution.

2. Substitution requests made by means of Shop Drawings or product data submittal will not be considered.

3. After the period of forty-five 45 days has elapsed, the only substitution requests which will be considered are those which are made necessary by the removal of the specified products from the market or by other similar, unavoidable circumstances beyond the control of the Contractor.

1.4 MANUFACTURER'S INSTRUCTIONS FOR INSTALLATION

A. When Contract Documents require that installation of work shall comply with manufacturer's printed instructions, obtain and distribute copies of such instructions to parties involved in the installation, including electronic copies to Engineer.

1. Maintain one set of complete instructions at the job site during installation and until completion.

B. Handle, install, correct, clean, condition, and adjust products in strict accord with such instructions and in conformity with specified requirements.

1. Should job conditions or specified requirements conflict with manufacturer's instructions, consult with Engineer for further instructions.

2. Do not proceed with work without clear instructions.

C. Perform work in accordance with manufacturer's instructions. Do not omit any preparatory step or installation procedure unless specifically modified or exempted by Contract Documents.

1.5 TRANSPORTATION AND HANDLING

A. Arrange deliveries of products in accordance with construction schedules, coordinate to avoid conflict with work and conditions at the site.

1. Deliver products in undamaged condition, in manufacturer's original containers or packaging, with identifying labels intact and legible.

2. Immediately on delivery, inspect shipments to assure compliance with requirements of Contract Documents and approved submittals, and that products are properly protected and undamaged.

B. Provide equipment and personnel to handle products by methods to prevent soiling or damage to products or packaging.

1.6 STORAGE AND PROTECTION

A. The Contractor shall furnish a covered, weather-protected storage structure providing a clean, dry, noncorrosive environment for all mechanical equipment, valves, architectural items, electrical and instrumentation equipment, and special equipment to be incorporated into the Project. Storage of equipment shall be in strict accordance with the "instructions for storage" of each equipment supplier and manufacturer including connection of heaters, placing of storage lubricants in equipment, etc. Corroded, damaged or deteriorated equipment and parts shall be

replaced before acceptance of the project. Equipment and materials not properly stored will not be included in a payment estimate.

B. Store products in accordance with manufacturer's instructions, with seals and labels intact and legible.

1. Store products subject to damage by the elements in weathertight enclosures such as buildings or trailers which have a concrete or wooden floor, a roof, and fully closed walls on all sides.

2. Maintain temperature and humidity within the ranges required by manufacturer's instructions (i.e. electrical and instrumentation equipment).

3. Protect mechanical and electrical equipment from being contaminated by dust, dirt, and moisture.

4. Store fabricated products above the ground, on blocking or skids prevent soiling and staining. Cover products which are subject to deterioration with impervious sheet coverings, provided adequate ventilation to avoid condensation.

5. Provide heated storage space for material which would be damaged by freezing.

6. Store loose granular materials in a well-drained area on solid surfaces to prevent mixing with foreign matter.

7. Prior to the installation or equipment, it shall be stored at locations designated and approved by the Engineer.

C. All materials and equipment to be incorporated in the work shall be handled and stored by Contractor before, during, and after shipment in a manner to prevent warping, twisting, bending, breaking, chipping, rusting, and any injury, theft or damage of any kind whatsoever to the material or equipment.

D. Cement, sand, and lime shall be stored under a roof and off the ground and shall be kept completely dry at all times. All structural and miscellaneous steel and reinforcing steel shall be stored off of the ground or otherwise to prevent accumulations of dirt or grease, and in a position to prevent accumulations of standing water and to minimize rusting. Beams shall be stored with the webs vertical. Precast concrete beams shall be handled and stored in a manner to prevent accumulations of dirt, standing water, staining, chipping, or cracking. Brick, block, and similar masonry products shall be handled and stored in a manner to reduce breakage, chipping, cracking, and spalling to a minimum.

E. All materials which, in the opinion of Engineer, have become so damaged as to be unfit for the use intended or specified shall be promptly removed from the site of the work, and Contractor shall receive no compensation for the damaged material or its removal.

F. Arrange storage in a manner to provide easy access for inspection. Make periodic inspections of stored materials and equipment to assure that products are maintained under specified conditions, and free from damage or deterioration.

G. Protection After Installation: Provide substantial coverings as necessary to protect installed products from damage from traffic and subsequent construction operations. Remove covering when no longer needed.

H. The Contractor shall be responsible for all material, equipment, and supplies delivered to Owner under this Contract until final inspection of the work and acceptance thereof by Owner. In the event any such material, equipment, and supplies are lost, stolen, damaged, or destroyed prior to final inspection and acceptance, Contractor shall replace same without additional cost to Owner.

I. Should Contractor fail to take proper action on storage and handling of equipment supplied under the Contract within seven (7) days after written notice to do so has been given, Owner retains the right to correct all deficiencies noted in previously transmitted written notice and deduct the cost associated with these corrections from Contractor's Contract. These costs may be comprised of expenditures for labor, equipment usage, administrative, clerical, engineering, and any other costs associated with making the necessary corrections.

1.7 SPECIAL TOOLS

A. Manufacturers of equipment and machinery shall furnish any special tools (including grease guns or other lubricating devices) required for normal adjustment, operations and maintenance, together with instructions for their use. Contractor shall preserve and deliver to Owner these tools and instructions in good order no later than upon completion of the Contract.

1.8 STORAGE AND HANDLING OF EQUIPMENT ON SITE.

A. Attention shall be given to the storage and handling of equipment on site. As a minimum, the procedure outlined below shall be followed:

1. Equipment shall not be shipped until approved by Engineer. The intent of this requirement is to reduce on-site storage time prior to installation and/or operation. Under no circumstances shall equipment be delivered to the site more than one month prior to installation without written authorization from Engineer. Equipment shipped to the site shall be stored in accordance with Paragraph 1.6, herein. Operation and maintenance data shall be submitted to Engineer for review prior to shipment of equipment.

2. All equipment having moving parts such as gears, electric motors, etc. and/or instruments shall be stored in a temperature and humidity-controlled building approved by Engineer, until such time as the equipment is to be installed.

3. All equipment shall be stored fully lubricated with oil, grease, etc. unless otherwise instructed by the manufacturer.

4. Manufacturer's storage instructions shall be carefully studied by Contractor and reviewed with Engineer by the Contractor. These instructions shall be carefully followed and a written record of this kept by the Contractor.

5. Moving parts shall be rotated a minimum of once weekly to ensure proper lubrication and to avoid metal-to-metal "welding". Upon installation of the equipment, Contractor shall

start the equipment, at least half load, once weekly for an adequate period of time to ensure that the equipment does not deteriorate from lack of use.

6. Lubricants shall be changed upon completion of installation and as frequently as required thereafter during the period between installation and acceptance. Mechanical equipment to be used in the work, if stored for longer than 90 days, shall have the bearings cleaned, flushed and lubricated prior to testing and startup, at no extra cost to Owner.

7. Prior to acceptance to the equipment, Contractor shall have the manufacturer inspect the equipment and certify that its condition has not been detrimentally affected by the long storage period. Such certifications by the manufacturer shall be deemed to mean that the equipment is judged by the manufacturer to be in a condition equal to that of equipment that has been shipped, installed, tested and accepted in a minimum time period. As such, the manufacturer will guarantee the equipment equally in both instances. If such a certification is not given, the equipment shall be judged to be defective. It shall be removed and replaced at Contractor's expense.

1.9 WARRANTY

A. For all major pieces of equipment, submit a warranty from the equipment manufacturer as specified. The manufacturer's warranty period shall be concurrent with the Contractor's for one (1) year after the time of acceptance.

1.10 SPARE PARTS

A. Spare parts for certain equipment have been specified in the pertinent sections of the Specifications. Contractor shall collect and store all spare parts so required in an area to be designated by Engineer. In addition, Contractor shall furnish Engineer an inventory listing all spare parts, the equipment they are associated with, the name and address of the supplier, and the delivered cost of each items. Spare parts shall be turned over in conjunction with the "Spare Parts List" as shown. Copies of actual invoices for each item shall be furnished with the inventory to substantiate the delivered cost.

1.11 GREASE, OIL AND FUEL

A. All grease, oil, and fuel required for testing of equipment shall be furnished with the respective equipment. Owner shall be furnished with a year's supply of required lubricants including grease and oil of the type recommended by manufacturer with each item of equipment supplied.

B. Contractor shall be responsible for changing the oil in all drives and intermediate drives of each mechanical equipment after initial break-in of the equipment, which in no event shall be any longer than three (3) weeks of operation.

END OF SECTION 016000

SECTION 017113 – MOBILIZATION

PART 1 - GENERAL

1.1 DEFINITION AND SCOPE

A. Mobilization shall include the obtaining of all permits, insurance, and bonds; moving onto the site of all plant and equipment; furnishing and erecting plants, temporary buildings, and other construction facilities; all as required for the proper performance and completion of the Work. Mobilization shall include, but not be limited to, the following principal items.

1. Move onto the site all Contractors' material and equipment required for first month operations.

2. Install temporary construction power, wiring, and lighting facilities.

3. Establish fire protection plan and safety program.

4. Secure construction water supply.

5. Provide field office trailers for Contractor and as may be specified for Owner and Engineer.

6. Provide on-site sanitary facilities and potable water facilities as specified.

7. Arrange for and erect Contractor's work and storage yard and employee's parking facilities.

8. Submit all required insurance certificates and bonds.

9. Obtain all required permits.

10. Post all OSHA, EPA, Department of Labor, and all other required notices.

11. Have Contractor's superintendent at the job site full time.

12. Submit a detailed construction CPM schedule acceptable to the Engineer as specified.

13. Submit a schedule of values of the Work.

14. Submit a schedule of submittals.

1.2 DEMOBILIZATION

A. Demobilization is the timely and proper removal of all Contractor-owned material, equipment or plant, from the job site and the proper restoration or completion of work necessary to bring the site into full compliance with the contract documents.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION 017113

SECTION 017133 – PROTECTION OF ADJACENT CONSTRUCTION

PART 1 - GENERAL

1.1 GENERAL

A. The Contractor shall protect all existing facilities, including all 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 prior to such damage or temporary relocation, all in accordance with the Contract Documents.

1.2 EXISTING UTILITIES AND IMPROVEMENTS

A. General: The Contractor shall protect both aboveground and underground utilities and other improvements which may be impaired during construction operations, regardless of whether or not the utilities are indicated on the Drawings. The Contractor shall take all possible precautions for the protection of unforeseen utility lines to provide for uninterrupted service and to provide such special protection as may be necessary.

B. Except where the Drawings indicate utilities have been field located during design or certain utility locations shall be exposed as part of the Work, the Contractor shall be responsible for exploratory excavations as they deem necessary to determine the exact locations and depths of utilities which may interfere with their work. All such exploratory excavations shall be performed as soon as practicable after Notice to Proceed and, in any event, a sufficient time in advance of construction to avoid possible delays to the Contractor's progress. When such exploratory excavations show the utility location as shown on the Drawings to be in error, the Contractor shall so notify the Engineer.

C. The number of exploratory excavations required shall be that number which is sufficient to determine the alignment and grade of the utility.

D. Utilities to be Moved: In case 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 Engineer a sufficient time in advance for the necessary measures to be taken to prevent interruption of service.

E. Utilities to be Removed: Where the proper completion of the Work requires the temporary or permanent removal and/or relocation of an existing utility or other improvement which is indicated, the Contractor shall remove and, without unnecessary delay, temporarily replace or relocate such utility or improvement in a manner satisfactory to the Engineer and the Owner of the facility. In all cases of such temporary removal or relocation, restoration to the 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.

F. 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.

G. Underground Utilities Indicated: Existing utility lines that are indicated or the locations of which are made known to the Contractor prior to excavation and that are to be retained, 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 or replaced by the Contractor, unless otherwise repaired by the owner of the damaged utility. If the owner of the damaged facility performs its own repairs, the Contractor shall reimburse said owner for the costs of repair.

H. Underground Utilities Not Indicated: In the event that the Contractor damages existing utility lines that are not indicated or the locations of which are not made known to the Contractor prior to excavation, a verbal report of such damage shall be made immediately to the Engineer and a written report thereof shall be made promptly thereafter. The Engineer will immediately notify the Owner of the damaged utility. If the Engineer is not immediately available, the Contractor shall notify the utility owner of the damage. If directed by the Engineer, repairs shall be made by the Contractor under the provisions for changes and extra work contained in Articles 10, 11, and 12 of the General Conditions.

I. Costs of locating and repairing damage not due to failure of the Contractor to exercise reasonable care, and removing or relocating such utility facilities not indicated in the Contract Documents with reasonable accuracy, and for equipment on the project which was actually working on that portion of the Work which was interrupted or idled by removal or relocation of such utility facilities, and which was necessarily idled during such Work will be paid for as extra Work in accordance with the Contract Documents.

J. Approval of Repairs: All repairs to a damaged utility or improvement are subject to inspection and approval by an authorized representative of the utility or improvement owner before being concealed by backfill or other Work.

K. Maintaining in Service: Unless indicated otherwise, oil and gasoline pipelines, power, and telephone or the communication cable ducts, gas and water mains, irrigation lines, sewer lines, storm drain lines, poles, and overhead power and communication wires and cables encountered along the line of the Work shall remain continuously in service during all the operations under the Contract, unless other arrangements satisfactory to the Engineer are made with the owner of said pipelines, duct, main, irrigation line, sewer, storm drain, pole, or wire or cable. The Contractor shall be responsible for and shall repair all damage due to its operations, and the provisions of this Section shall not be abated even in the event such damage occurs after backfilling or is not discovered until after completion of the backfilling.

1.3 LAWN AREAS

A. Lawn or landscaped areas damaged during construction shall be repaired to match the pre-construction condition to the satisfaction of the land owner and the Owner.

1.4 NOTIFICATION BY THE CONTRACTOR

A. The Contractor must contact “Sunshine State One Call” at (800) 432-4770 a minimum of 48 business hours prior to excavation. The Contractor shall provide the Sunshine State One Call verification number for the project to the Owner.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION 017133

SECTION 017400 – CLEANING AND WASTE MANAGEMENT

PART 1 - GENERAL

1.1 DESCRIPTION

A. Scope of Work: Execute cleaning, during the progress of Work and at completion of the Work. This section includes operations which cannot be specified in detail as separate items but can be sufficiently described as to the kind and extent of work involved. The Contractor shall furnish all labor, materials, equipment and incidentals to complete the work under this section.

1. The work of this section includes, but is not limited to, the following:
    a. Restoring of driveways and fences.
    b. Cleaning up.
    c. Incidental work.

1.2 DISPOSAL REQUIREMENTS

A. Conduct cleaning and disposal operations to comply with codes, ordinances, regulations, and anti-pollution laws.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Use only those cleaning materials which will not create hazards to health or property and which will not damage surfaces.

B. Use only those cleaning materials and methods recommended by manufacturer of the surface material to be cleaned.

C. Use cleaning materials only on surfaces recommended by cleaning material manufacturer.

D. Materials required for this section shall be of the same quality as materials that are to be restored. Where possible, the Contractor shall reuse existing materials that are removed and then replaced.

PART 3 - EXECUTION

3.1 DURING CONSTRUCTION

A. Execute daily cleaning to keep the Work, the site and adjacent properties free from accumulations of waste materials, rubbish, and windblown debris, resulting from construction operations or personal activities.

B. Provide on-site containers for the collection of waste materials, debris, and rubbish.

C. Remove waste materials, debris, and rubbish from the site periodically, or as directed by the Owner and dispose of at legal disposal areas away from the site.

3.2 DUST CONTROL

A. The Contractor shall employ construction techniques that minimize the production and distribution of dust.

B. Clean interior spaces prior to the start of finish painting and continue cleaning on an as-needed basis until painting is finished.

C. Schedule operations so that dust and other contaminants resulting from cleaning process will not fall on wet or newly-coated surfaces.

3.3 RESTORATION OF DRIVEWAYS, FENCES, AND SIDEWALKS

A. Existing public and private driveways and sidewalks disturbed by the Contractor shall be replaced. Paved drives shall be repaved to the limits and thickness existing prior to construction. Gravel drives shall be replaced and regraded. Concrete driveways and sidewalks shall be replaced.

B. The Contractor shall remove, store, and replace existing fences during construction. Only the sections directed by the Engineer shall be removed. If any section of fence is damaged due to the Contractor's negligence, it shall be replaced with fencing equal to or better than that damaged, and the work shall be satisfactory to the Engineer.

3.4 INCIDENTAL WORK

A. Do all incidental work not otherwise specified, but obviously necessary for the proper completion of the contract as specified and as shown on the Drawings.

3.5 FINAL CLEANING

A. Employee skilled workman for final cleaning.

B. Remove grease, mastic, adhesives, dust, dirt, stains, fingerprints, labels, and other foreign materials from sight-exposed interior and exterior surfaces.

C. Prior to final completion, or Owner occupancy, Contractor shall conduct an inspection of sight-exposed interior and exterior surfaces and all work areas, to verify that the entire Work site is clean.

END OF SECTION 017400

SECTION 017700 – CLOSEOUT PROCEDURES

PART 1 - GENERAL

1.1 DESCRIPTION

A. Scope of Work: Comply with requirement stated in Conditions of the Contract and in Specifications for administrative procedures in closing out the Work.

1.2 SUBSTANTIAL COMPLETION

A. The Work will not be substantially complete, and Contractor may not request Substantial Completion inspection unless the following submittals and work is completed:

1. All Operation and Maintenance manuals have been submitted and approved according to the applicable Specification.

2. All equipment has been checked-out by the equipment manufacturer and Certificates of Manufacturer's Check-Out has been submitted as required by the Specifications.

3. All start-up and demonstration testing completed, and Certificates of Completed Demonstration submitted to the requirements of the Specifications.

4. Project Record Documents are complete and have been submitted and reviewed according to the applicable Specification.

5. All training of Owner's personnel completed.

6. All areas to be used and occupied are safe, operable in automatic and complete.

7. All building occupancy certificates have been issued by the appropriate building permitting agency.

8. All painting, finishes, fencing, cleanup, final grading, grassing, planting, sidewalk construction, and paving shall have been completed and ready for inspection.

9. All deficiencies noted on inspection reports or nonconformances are corrected or the correction plan approved.

B. When the conditions of paragraph 1.2A. are met the Contractor shall submit to the Engineer:

1. A written notice that the Contractor considers the Work, or portion thereof, is substantially complete, and requests an inspection.

2. A punchlist of items to be corrected. (Uncompleted work which is not related to the safe, effective, efficient use of the Project may be allowed on the punchlist with the Engineer's approval.)

C. Within 10 working days after receipt of such notice, the Engineer will make an inspection to determine the status of completion.

D. Should the Engineer determine that the Work is not substantially complete:

1. The Engineer will promptly notify the Contractor in writing, giving the reasons therefore.

2. Contractor shall remedy the deficiencies in the Work and send another written notice of Substantial Completion to the Engineer.

3. The Engineer will, within 10 working days, reinspect the Work. The Contractor will be liable for reinspection fees as described in paragraph 1.4, herein.

E. When the Engineer finds that the Work is substantially complete, they will:

1. Schedule a walk-through of the facility to include the Owner. Engineer shall determine the completeness of the punchlist and readiness of the facility for occupancy by the Owner.

2. Prepare and deliver to Owner a tentative Certificate of Substantial Completion with the tentative punchlist of items to be completed or corrected before final inspection.

3. After consideration of any objections made by the Owner as provided in conditions of the Contract, and when the Engineer considers the Work substantially complete, they will execute and deliver to the Owner and the Contractor a definite Certificate of Substantial Completion with a revised tentative list of items to be completed or corrected. Any incomplete work allowed on a punchlist must be reinspected upon completion and any deficiencies found will be added to the punchlist.

1.3 FINAL INSPECTION

A. Prior to Contractor's request for a final inspection the following submittals and work must be complete:

1. Project Record Documents must be approved.

2. All spare parts and maintenance materials must be suitably delivered to the Owner per the requirements of the Specifications.

3. Contractor to submit evidence of compliance with requirements of governing authorities.

B. After satisfying the requirements of paragraph 1.3A. and when Contractor considers the Work complete, they shall submit written certification that:

1. Contract Document requirements have been met.

2. Work has been inspected for compliance with Contract Documents.

3. Work has been completed in accordance with Contract Documents.

4. Equipment and systems have been tested in the presence of the Owner's representative and are operational.

5. All punchlist items have been corrected or completed and the Work is ready for final inspection.

C. The Engineer will, within 10 working days, make an inspection to verify the status of completion after receipt of such certification.

D. Should the Engineer consider that the Work is incomplete or defective:

1. The Engineer will promptly notify the Contractor in writing, listing the incomplete or defective work.

2. Contractor shall take immediate steps to remedy the stated deficiencies and send another written certification to the Engineer that the Work is complete.

3. The Engineer will, within 10 working days, reinspect the Work and the Contractor shall be liable for reinspection fees as described in paragraph 1.4, herein.

E. When the Engineer finds that the Work is acceptable under the Contract Documents, the Contractor may make closeout submittals.

1.4 REINSPECTION FEES

A. Should the Engineer perform reinspection's due to failure of the Work to comply with the claims of status of completion made by the Contractor:

1. Contractor will compensate the Owner for such additional services.

2. Owner will deduct the amount of such compensation from the final payment to the Contractor.

1.5 CONTRACTOR'S CLOSEOUT SUBMITTALS

A. Warranties and Bonds: To requirements of the Specifications

B. Evidence of Payment and Release of Liens: To requirements of the Specifications

C. Certificate of Insurance for Products and Completed Operations.

1.6 FINAL ADJUSTMENT OF ACCOUNTS

A. Submit a final statement of accounting to the Engineer.

B. Statement shall reflect all adjustments to the Contract Sum:

1. The original Contract Sum.

2. Additions and deductions resulting from:
   a. Previous Change Orders or written amendment.
   b. Allowances.

c. Unit prices.
d. Deductions for uncorrected work.
e. Penalties and bonuses.
f. Deductions for liquidated damages.
g. Deductions for reinspection payments
h. Other adjustments.

3. Total Contract Sum, as adjusted.

4. Previous payments.

5. Sum remaining due.

C. Engineer will prepare a final Change Order, reflecting approved adjustments to the Contract Sum which were not previously made by Change Orders.

1.7 FINAL APPLICATION FOR PAYMENT

A. Contractor shall submit the final Application for Payment in accordance with procedures and requirements stated in the Conditions of the Contract.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION 017700

SECTION 017833 – BONDS

PART 1 - GENERAL

1.1 DESCRIPTION

A. Scope of Work:

1. Compile specified bonds as specified in these Specifications.

2. Co-execute submittals when so specified.

3. Review submittals to verify compliance with Contract Documents.

4. Submit to Engineer for review and transmittal to Owner.

1.2 SUBMITTAL REQUIREMENTS

A. Assemble bonds and service and maintenance contracts, executed by each of the respective manufacturers, suppliers, and subcontractors.

B. Number of original signed copies required: Two (2) each.

C. Table of Contents: Neatly typed, in orderly sequence. Provide complete information for each item.

1. Product of work item.

2. Firm, with name of principal, address and telephone number.

3. Scope.

4. Date of beginning of bond or service and maintenance contract.

5. Duration of bond or service maintenance contract.

6. Provide information for Owner's personnel:
   a. Proper procedure in case of failure.
   b. Instances which might affect the validity of warranty or bond.

7. Contractor, name of responsible principal, address and telephone numbers.

D. Bonds are required to be recorded with the applicable County Clerk of Court.

1.3 FORM OF SUBMITTALS

A. Prepare in duplicate packets.

B. Format:

1. Size 8 ½ inches x 11 inches, punch sheets for standard three-post binder.
   a. Fold larger sheets to fit into binders.

2. Cover: Identify each packet with typed or printed title "BONDS". List:
   a. Title of Project.
   b. Name of Contractor.

C. Binders: Commercial quality, three-post binder, with durable and cleanable plastic covers and maximum post width of two inches.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION 017833

SECTION 017836 – WARRANTIES

PART 1 - GENERAL

1.1 DESCRIPTION

A. Scope of Work:

1. Compile specified warranties as specified in these Specifications.

2. Co-execute submittals when so specified.

3. Review submittals to verify compliance with Contract Documents.

4. Submit to Engineer for review and transmittal to Owner.

5. Resubmittals to Engineer for review and transmittal to Owner when required.

1.2 SUBMITTAL REQUIREMENTS

A. Assembly warranties and service and maintenance contracts, executed and certified by each of the respective manufacturers, suppliers, and subcontractors. Organize by Specification section number and the name of the product, work item, or subcontractor.

B. Table of Contents: Neatly typed, in orderly sequence. Provide complete information for each item.

1. Product of work item.

2. Supplier and manufacturer firm, point of contact, address and telephone number.

3. Scope.

4. Date of beginning of warranty or service and maintenance contract.

5. Duration of warranty or service maintenance contract.

6. Provide information for Owner's personnel:
   a. Proper procedure in case of failure.
   b. Instances which might affect the validity of warranty.

7. Contractor, name of responsible principal, email address, mailing address and telephone numbers.

1.3 FORM OF SUBMITTALS

A. Electronic copy in PDF format.

B. Final warranty shall be provided as required by the Specifications.

1.4 WARRANTY SUBMITTALS REQUIREMENTS

A. For all major pieces of equipment, submit a warranty issued from the equipment manufacturer. Manufacturer's warranty period shall be concurrent with Contractor's for one (1) year, unless otherwise specified, commencing at the time of final acceptance by Owner.

B. Contractor shall be responsible for obtaining certificates for equipment warranty for all major equipment which has at least a 1 hp motor or which lists for more than $2,500. Engineer reserves the right to request warranties for equipment not classified as major. Contractor shall still warrant equipment not considered to be "major" in the Contractor's warranty period even though certificates of warranty may not be required.

C. In the event that the equipment manufacturer or supplier is unwilling to provide a one-year warranty commencing at the time of Owner final acceptance, the Contractor shall obtain from the manufacturer a two (2) year warranty commencing at the time of equipment delivery to the job site. This two (2) year warranty from the manufacturer shall not relieve the Contractor of the one-year warranty starting at the time of Owner acceptance of the equipment.

D. Owner shall incur no labor or equipment cost during the guarantee period.

E. Guarantee shall cover all necessary labor, equipment and replacement parts resulting from faulty or inadequate design, improper assembly or erection, defective workmanship and materials, leakage, breakage or other failure of all equipment and components furnished by manufacturer.

F. Warranties specified for materials and equipment shall be in addition to, and run concurrent with, both Contractor's general warranty and the correction period requirements.

G. Disclaimers and limitations in specific materials and equipment warranties do not limit Contractor's general warranty, nor does such affect or limit Contractor's performance obligations under the correction period.

1.5 WARRANTY WORK

A. Reinstatement of warranty

1. When work covered by a warranty has failed and has been corrected by replacement or rebuilding, the Contractor shall reinstate the warranty by written endorsement.
    a. The reinstated warranty shall be equal to the original warranty with an equitable adjustment for depreciation.

1.6 IMPLIED WARRANTIES

A. Warranty of title and intellectual rights:

1. Except as may be otherwise indicated in the Contract Documents, implied warranty of title required by Laws and Regulations is applicable to the Work and to materials and equipment incorporated therein.

2. Provisions on intellectual rights, including patent fees and royalties, are in the General Conditions, as may be modified by the Supplementary Conditions.

B. Implied warranties: Duration in accordance with Laws and Regulations.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION 017836

SECTION 017839 – PROJECT RECORD DOCUMENTS

PART 1 - GENERAL

1.1 REQUIREMENTS INCLUDED

A. Maintain at the site for the Owner one record copy of:

1. Drawings.

2. Specifications.

3. Addenda.

4. Change Orders and other modifications of the contract.

5. Engineer's Field Orders or written instructions.

6. Approved Shop Drawings.

7. Field Test records.

8. Construction photographs, preconstruction videos, and pipeline videos.

9. Preliminary as-built drawings.

1.2 MAINTENANCE OF DOCUMENTS AND SAMPLES

A. Store documents and samples in Contractor's field office apart from documents used for construction.

1. Provide files and racks for storage of documents.

2. Provide locked cabinet or secure storage space for storage of samples.

B. File documents and samples in accordance with CSI format with section numbers as provided herein.

C. Maintain documents in a clean, dry, legible, condition and in good order. Do not use record documents for construction purposes.

D. Make documents and samples available at all times for inspection by the Engineer.

E. As a prerequisite for monthly progress payments, the Contractor shall provide the currently updated "Record Documents" for review by the Engineer and Owner.

1.3 MARKING DEVICES

A. Provide felt tip marking pens for recording information in the color code designated by the Engineer.

1.4 RECORDING

A. Label each document. "PROJECT RECORD" in neat large printed letters.

B. Record information concurrently with construction progress. Do not conceal any work until required information is recorded.

C. Drawings: Legibly mark to record actual construction:

1. Depths of various elements of foundation in relation to finish first floor datum.

2. All underground piping with elevations and dimensions. Change to piping location. Horizontal and vertical locations of underground utilities and appurtenances referenced to permanent surface improvements. Actual installed pipe materials, class, etc.

3. Location of internal utilities and appurtenances concealed in the construction, referenced to visible and accessible features of the structure.

4. Field changes of dimensional and detail.

5. Changes made by Field Order or by Change Order.

6. Details not on original contract drawings.

7. Equipment and piping relocations.

8. Major architectural and structural changes including relocation of doors, windows, etc.

9. Architectural schedule changes according to Contractor's records or shop drawings.
   a. Contractor shall provide copies of all such recordings to the Contractor’s surveyor for incorporation into the preliminary and final as-builts drawings.

D. Specifications and Addenda: Legibly mark each section to record:

1. Manufacturer, trade name, catalog number and supplier of each product and item of equipment actually installed.

2. Changes made by Field Order or by Change Order.

E. Shop Drawings (after final review and approval): Provide four (4) sets of record drawings for each process equipment, piping, electrical system and instrumentation system.

1.5 SUBMITTAL

A. Accompany <u>each</u> submittal with transmittal letter in duplicate, containing:

1. Date.

2. Project title and number.

3. Contractor's name and address.

4. Title and number of each Record Document.

5. Signature of Contractor of their authorized representative.

B. Preliminary As-built Drawings: The Contractor shall submit to the Engineer two (2) paper copies of preliminary as-built drawings prepared and signed/sealed by the Contractor's surveyor with each monthly progress payment request. Preliminary as-built drawings shall conform to the requirements of final as-built drawings and shall represent the completed work to date. Preliminary as-built drawings shall include all work which the Contractor is requesting to be paid for.

C. Final As-built Drawings: Upon project closeout and as a prerequisite to the final pay request, the Contractor shall submit to the Engineer final as-built drawings Administrative Code, pursuant to Section 472.027 of the Florida Statutes. The Engineer shall supply the Contractor copies of AutoCAD files for the Contractor's use in the as-built drawing preparation. Final as-built drawings shall include all work which the Contractor is requesting to be paid for. The final as-built drawing submittal shall include:

1. Two (2) sets of paper plans signed and sealed by a professional land surveyor licensed in the State of Florida and CD(s) or other media containing AutoCAD, version 2015 or higher, drawing files.

2. AutoCAD drawing files shall include as-built information on layers separate from the original drawing layers and shall be named descriptively to represent the as-built features. (i.e. - Layer "wat ab" and "wat ab txt" for water as-built line work and text, respectively.) Drawing entities are to be shown on the correct layer. All as-built entities shall have color and line type set "by-layer". Text sizes shall be relative to the plotted scale. Additional details or exploded views shall be include to accurately and fully represent the as-built conditions.

3. Certification by surveyor that the as-built information shown is accurate and that all improvements shown were constructed within or on public rights-of-way, easements or property specifically owned by the Owner. Certification shall be to the Owner, Engineer and applicable Water Management District (if applicable.)

4. No line work and text shall be erased from the original design (construction) drawings during the as-built drawing preparation. Original line work or text shall be circled if accurate or stricken (not erased) if not with the accurate information noted/shown. New line work and text shall be provided to accurately show the as-built information for the constructed improvements. Revisions to design dimensions alone will not be permitted.

5. Pressure Pipeline and Utility Conduit Improvements: For utility improvement projects, horizontal locations of the constructed pipelines with respect to the right-of-way lines or other readily visible, permanent features at 100-foot minimum intervals and at critical locations such as road intersections shall be shown. For treatment plant and pump station

improvements, horizontal locations shall be provided at 20-foot intervals. Vertical locations of the constructed pipelines by elevation of centerline of pipe for above ground/exposed pipe or with respect to finished grade over buried pipe shall be shown at 100 feet minimum intervals. (i.e. final cover) For underground piping, all valves, blow-offs, stub-outs, pigging stations, fire hydrants, backflow preventers and services shall be located horizontally in relation to readily visible, permanent features with three-way horizontal dimensions less than 100 feet, each. Three-way dimensions to all buried fittings on treatment plant and pump station improvement projects shall be provided. If adequate features are not available, a station and offset dimensioning system can be used if prior approval is obtained from the Engineer. For above ground/exposed pipe, as-built dimensions between fittings or flanges shall be provided. Separations between "sanitary hazards" to potable water and reclaimed water mains per FDEP shall be shown.

6. Gravity Pipeline Improvements: Show elevations for all inverts, manhole tops, inlet throats/weirs, grate tops, etc. Show size and type of each structure. As-built length, size and type of pipes between the structures shall be shown. All service laterals and cleanouts shall be located horizontally to readily visible, permanent features with three-way horizontal dimensions less than 100 feet, each. If adequate features are not available, a station and offset dimensioning system can be used if prior approval is obtained from the Engineer. A labeling and dimension table scheme is recommended for the three way or station/offset dimensioning. (i.e. - constructed feature labeled as "A", permanent feature labeled as "B", "A"- "B" dimension shown in table for distance measured between the two. Use continuous labeling and complete single table per plan sheet.) Separations between gravity "sanitary hazards" to potable water and reclaimed water mains per FDEP shall be shown.

7. Roadway Improvements: Elevation, size and location of swales, ditches, gutter flowlines, edge of pavement, and road crown on both sides of the road if applicable shall be provided at 100-foot minimum intervals and at critical areas such as intersections and inlets/flumes. As-built points of curvature, tangent and vertical intersection, along with radii of road alignment, intersecting streets and driveways and other alignment information shall be provided.

8. Stormwater Improvements: The limits, slopes and bottom depths of stormwater ponds, swales and other retention areas shall be provided. All stormwater piping information shall conform to the Gravity Pipeline Improvement requirements. Size, type, material, and elevations of all stormwater structures, including appurtenances such as weirs, orifices, skimmer plates, etc. shall be shown. As-built information shall conform to applicable Water Management District requirements.

9. Treatment Facility Improvements: Location, size, number, and type of treatment equipment and structures shall be shown. Applicable requirements of as-built information listed herein for similar improvements shall be required.

10. Building Improvements: Finished floor elevations, ceiling heights, building locations, wall opening dimensions, equipment (electrical, mechanical, plumbing) locations, etc. shall be provided. Change of material shall be specifically noted as such.

11. Landscaping Improvements: Number, type, size, and general location of installed plant material shall be provided. Change of material shall be specifically noted as such. Location of irrigation meters, services, manual valves, automatic valves, controllers, rain

shut off switches, etc. shall be shown. Changes to the designed irrigation system shall be shown.

12. Other Improvements: Changes from the original design of other improvements such as electrical, mechanical and structural improvements shall be noted as such on the as-built drawings with the size, number, type and location of the constructed/installed improvements noted.

13. Contractor may be required to reimburse the Owner for services rendered by the Engineer for review of multiple resubmittals.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION 017839

SECTION 020614 – GEOTECHNICAL DATA REPORT

PART 1 - GENERAL

1.1 DESCRIPTION

A. Geotechnical data report information is included in a report prepared for the Owner and the Engineer by the Geotechnical Consultant. The report is reproduced in the Contract Documents.

B. The boring data sheet has been used by the Engineer for the design of the foundations for the structures included in the Project.

C. The subsurface information contained therein was obtained for design purposes and may not be an adequate representation of actual conditions for project construction. Information shown, including water levels, represents existing conditions at the specific boring locations at the time the borings were made. All risks resulting from use or interpretation of the subsurface data shown shall be borne by the Contractor.

D. This data is available for information only and may be useful as a guide in estimating and planning the work.

E. If additional subsurface information is required by the Contractor, it shall be the Contractor's responsibility to obtain such data.

F. Refer to the General Conditions for further explanation of subsurface conditions.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION 020614

ECS Florida, LLC

Geotechnical Engineering Report

Water Main River Crossing – Upland Portion

205 – 885 Lambert Avenue

Flagler Beach, Florida

ECS Project Number 56:2027

October 22, 2025

October 22, 2025

Mr. David King, P.E.
Vice President
Mead & Hunt
4401 Eastport Parkway
Port Orange, FL 32127

ECS Project No. 56:2027

Reference: Geotechnical Engineering Report
Water Main River Crossing – Upland Portion
205 – 885 Lambert Avenue
Flagler Beach, Florida

Dear Mr. King:

ECS Florida, LLC (ECS) has completed the subsurface exploration, laboratory testing, and geotechnical engineering services for the above-referenced project. Our services were performed in general accordance with our revised Proposal No. 56:2280, dated September 4, 2024 - Revised. This report presents our understanding of the geotechnical aspects of the project along with the results of the field exploration and laboratory testing conducted, and our design and construction recommendations.

It has been our pleasure to be of service to **Mead & Hunt** during the design phase of this project. We would appreciate the opportunity to remain involved during the continuation of the design phase, and we would like to provide our services during construction phase operations as well to verify the assumptions of subsurface conditions made for this report. Should you have any questions concerning the information contained in this report, or if we can be of further assistance to you, please contact us.

Respectfully submitted,

David W. Spangler, State of Florida, Professional Engineer, License No. 58770
This item has been digitally signed and sealed by David W. Spangler on the date indicated here.
Signature must be verified on any electronic copies.

ECS Florida, LLC

Giovanni Mafiol
Geotechnical Project Manager
gmafiol@ecslimited.com

David Spangler, P.E.
Principal Engineer
Registered FL No. 58770
davidspangler@ecslimited.com

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APPENDICES

Appendix A – Diagrams

- Site Location Diagram
- Boring Location Diagram
- Cross Section Diagrams

Appendix B – Field Operations

- Reference Notes for Boring Logs
- Subsurface Exploration Procedure: Standard Penetration Testing (SPT)
- Boring Logs

Appendix C – Laboratory Testing

- Laboratory Testing Summary

EXECUTIVE SUMMARY

This Executive Summary is intended as a very brief overview of the primary geotechnical conditions that are expected to affect design and construction of the project. Information gleaned from the Executive Summary should not be utilized in lieu of reading the entire geotechnical report.

- We consider the subsurface conditions at the site at the boring locations adaptable for support of the proposed water main. Provided the site preparation and earthwork construction recommendations outlined in this report are performed, the geotechnical design parameters presented herein may be used for design.

- The alignment is currently developed along Lambert Avenue with single-family residential housing to the west of Lambert Avenue. The subsurface exploration was performed for the proposed water main extension included eight (8) hand auger borings advanced to depths of 8 feet below existing ground surface.

- The borings encountered groundwater at depths varying from 2.4 to 2.75 feet below the existing ground surface at the time of our exploration, with seasonal high levels estimated to be approximately at the measured depths below existing grades. Temporary groundwater control will be necessary to compact subgrade soils within 2 feet of the groundwater level at the time of construction and may be required for deeper excavations, such as utility installation.

- Subsurface conditions within the borings generally consisted of fine sands with varying amounts of fines (SP, SP-SM, SM) to the termination of the borings (8 feet) can be used as structural fill soil.

- The borings performed within the proposed installation area generally encountered sandy soils (with some shells deeper in the borings) throughout the majority of the subsurface profiles. It is our opinion these types of soils will be conducive to the open cut operations.

1.0 INTRODUCTION

1.1 GENERAL

The purpose of this study was to provide a geotechnical exploration and engineering evaluation for the proposed approximate 3,500 LF of new water main to be constructed along Lambert Avenue in Flagler Beach, Florida. The recommendations developed for this report are based on project information supplied by Mead & Hunt. This report contains the results of our subsurface exploration, site characterization, engineering analyses, and geotechnical engineering recommendations for the design and construction of the proposed water main.

1.2 SCOPE OF SERVICES

To obtain geotechnical information across the site area, soil test borings were performed at locations selected by ECS between addresses 205 – 885 Lambert Avenue as directed by David King from Mead & Hunt. A laboratory-testing program was also implemented to characterize the physical and engineering properties of the subsurface soils.

This report discusses our exploratory and testing procedures, presents our findings and evaluations and includes the following.

a. A review of published soils mapping.
b. Observations from our site reconnaissance and personnel on the drill rig, including current site conditions, surface drainage features, and surface topographic conditions, and available satellite imagery.
c. A description of the field exploration and laboratory tests performed.
d. A site location diagram and a boring location diagram.
e. Final logs of the soil borings in accordance with industry standard practices for geotechnical engineering. Elevations were interpolated from publicly available information.
f. The results of the laboratory tests are plotted on the final exploration logs and included on separate test report pages.
g. Discussion of the subsurface materials encountered along with groundwater conditions observed.
h. Subsurface cross sections/profiles are included that graphically represent the subsurface conditions.
i. Recommendations for site preparation and construction of compacted fills, including an evaluation of on-site soils for use as compacted fills.

1.3 AUTHORIZATION

Our services were provided in accordance with our Proposal No. 56:2280, dated September 4, 2024 - Revised, and as authorized by Mead & Hunt on April 7, 2025, which includes our Terms and Conditions of Service with a Notice To Proceed by Mead & Hunt on September 29, 2025.

2.0 PROJECT INFORMATION

2.1 PROJECT LOCATION

The project site is located on the western side of Lambert Avenue in Flagler Beach, Florida. The site is bordered to the north, south, and west by residences and Lambert Avenue followed by residences to the east. The general site location is shown below and in Appendix A.

2.2 CURRENT SITE CONDITIONS

At the time of our exploration, the proposed water main utility alignment area was graded with surface cover consisting of grass landscaping. Based on publicly available information through TopoView, we understand the site is relatively level with elevations within the proposed construction area between El. 3 to El 4 along the proposed location of the proposed water main. Note these elevations are approximate as **an existing topographic survey was unavailable** and thus, the elevations included in this report should not be used for design.

2.3 PAST SITE HISTORY/USES

We reviewed historical aerial photographs of the site dated 1983 through 2025. The 1983 aerial photograph shows Lambert Avenue at its current alignment with some single-family residential lots developed on the east side of the roadway with the areas west of the roadway generally consisting of wooded land. The reviewed aerial photographs between 1984 to 2025 show increased residential lot development along both sides of the roadway with the roadway remaining in its current alignment.

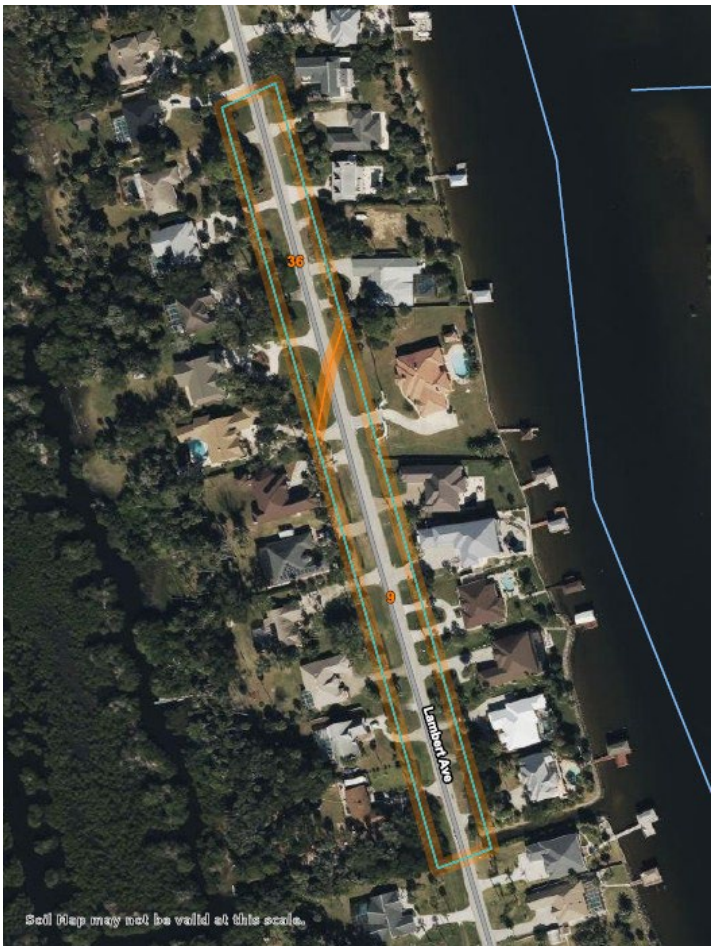
2.4 SOIL SURVEY MAPPING

Based on the Web Soil Survey for Flagler County, Florida, as prepared by the U.S. Department of Agriculture Natural Resource Conservation Service (USDA-NRCS), the predominant soil types existing within the site area boundaries are described in the following table. The site area is illustrated superimposed on the USDA-NRCS Soil Survey Map in the following figure.

Web Soil Survey Data

Soil Type	Constituents	Drainage Class	Water Table
9 – EauGallie fine sand, 0 to 2 percent slopes	0 to 55” Fine Sand 55 to 80” Sandy Clay Loam	Poorly Drained	About 6 to 18 inches
36 – Bimini Sand	0 to 41” Sand 41 to 46” Sandy Loam 46 to 80” gravelly coarse sand	Somewhat Poorly Drained	About 18 to 42 inches

Soil mapping of the site vicinity included soil types and numbers are presented in figure below, obtained from the USDA Web Soil site.



Site Soil Survey, Flagler County, Florida

Site Soil Survey, Flagler County, Florida

2.5 PROPOSED CONSTRUCTION

We understand that the project will consist of the design and construction of approximately 3,500 LF of new water main to be installed using open cut methods. Construction will involve the excavation of trenches, the placement of the new water utility line in the trenches and the compaction of fill material.

3.0 FIELD EXPLORATION AND LABORATORY TESTING

3.1 FIELD EXPLORATION PROGRAM

The field exploration was planned with the objective of characterizing the project site in general geotechnical terms and to evaluate subsequent field and laboratory data to assist in the determination of geotechnical recommendations.

We drilled eight (8) hand auger borings to a depth of 8 feet below the ground surface. Our borings were located with a handheld GPS unit. The locations are displayed on the Boring Location Diagram in Appendix B. The elevations included were estimated from publicly available information.

3.2 SUBSURFACE SOIL STRATA

The following section provides generalized characterizations of the soil strata encountered during our subsurface exploration. For detailed subsurface information at a specific location, refer to the Boring Logs in Appendix B.

Subsurface Stratigraphy of Auger Borings (Water Main)

Approximate Depth Range (ft)	Stratum	Description
0 – 0.5	N/A	Topsoil
0.5 to 8	I	Fine Sand (SP), Fine Sand with Silt (SP-SM), and Silty Fine Sand (SM).

3.3 LABORATORY TESTING

Each sample was visually classified on the basis of texture and plasticity in accordance with ASTM D2487 Standard Practice for Classification for Engineering Purposes (Unified Soil Classification System (USCS)) and ASTM D2488 Standard Practice for Description and Identification of Soils (Visual-Manual Procedures) and including USCS classification symbols. After classification, the samples were grouped in the major zones noted on the boring logs in Appendix B. The group symbols for each soil type are indicated in parentheses along with the soil descriptions. The stratification lines between strata on the logs are approximate; in situ, the transitions may be gradual.

Laboratory testing was performed and consisted of selected tests on samples obtained during our field exploration operations. Classification and index property tests were performed and included percent fines (ASTM D1140), moisture content (ASTM D2216) and organic content (ASTM D2974) tests.

3.4 GROUNDWATER OBSERVATIONS

3.4.1 Encountered Groundwater

Groundwater depths estimated at the time of drilling ranged from 2.4 to 2.75 feet below the ground surface. Variations in the long-term water table may occur as a result of changes in precipitation, evaporation, surface water runoff, construction activities, and other factors.

3.4.2 Estimated Seasonal High Groundwater

The normal seasonal high groundwater level is affected by a number of factors. The drainage characteristics of the soils, land surface elevation, relief points such as drainage ditches, lakes, rivers, swamp areas, etc., and distance to relief points are some of the more important factors influencing the seasonal high groundwater level.

Based on our interpretation of the site conditions, including the boring logs and Web Soil Survey information, we estimate the normal seasonal high groundwater level to be approximately at the measured depths below the ground surface; as indicated on the boring logs. It is possible that

groundwater levels may exceed the estimated normal seasonal high groundwater level as a result of significant or prolonged rain.

4.0 DESIGN RECOMMENDATIONS

4.1 SUBSURFACE CHARACTERIZATION

Based on the results of the borings, we consider the subsurface condition adaptable for support of the proposed water main. For design purposes, we recommend that the groundwater table be assumed to be at the ground surface.

4.2 OPEN CUT RECOMMENDATIONS

The borings performed within the proposed installation area generally encountered sandy soils with some shells deeper in the soil borings throughout the majority of the subsurface profiles. It is our opinion these soil types will be conducive to the open cut operations. We note that hard coquina (cemented shells) are known to exist in parts of Flagler County which can result in difficult excavations requiring heavy duty excavation equipment. However, we note the hand auger boring effort was medium as noted by the field personnel and refusal of the hand augers borings were not encountered. Thuse, the perceived relative density of the sands at the boring locations was less than a very dense condition (as can occur with coquina rock) which would cause hand auger boring refusal.

Construction of the pipelines should be performed in accordance with the appropriate sections of the City of Flagler Beach Standard Construction Details.

We anticipate the buried conduits will exert little or no net downward pressure on the soils; rather, the buried structures may be subject to hydrostatic uplift pressure when they are empty. Underground pipelines should be designed to resist lateral earth pressures and hydrostatic uplift pressures appropriate for their depth below existing grade and the normal seasonal high ground water table.

4.3 BORROW SUITABILITY

Based on the boring results and classification of the soil samples, the fine sands (SP), fine sands with silt (SP-SM), and silty fine sand (SM) encountered in the borings are considered suitable for use as fill soil. These soils were encountered in the borings from 0.5 feet to 8 feet below the existing ground surface. The soils containing surficial organic material will require removal and are unsuitable as structural fill. The organic soils could be used in landscape berms.

It should be anticipated that the soils in the trench areas below the groundwater level will have moisture contents in excess of the Modified Proctor optimum moisture content. This will require stockpiling or spreading to drain the excess moisture. Generally, the wet soils should be dried to bring the soil moisture content within ±2 percent of the soil's optimum moisture content to facilitate placement and compaction.

5.0 SITE CONSTRUCTION RECOMMENDATIONS

5.1 SUBGRADE PREPARATION

5.1.1 Stripping and Grubbing

Prior to construction, the location of existing underground utilities within the construction area should be established. Provisions should then be made to relocate interfering utilities to appropriate locations. Underground pipes that are not properly removed or plugged may serve as

conduits for subsurface erosion, which may subsequently lead to excessive settlement of overlying structures. During grubbing operations, roots with a diameter greater than 0.5-inch, stumps, or small roots in a concentrated state, should be grubbed and completely removed.

Based on the results of our field exploration, it should be anticipated that approximately 6 inches of surficial topsoils may be encountered across the site. The actual depths of these unsuitable organic soils and materials should be determined by ECS using visual observation and judgment during earthwork operations.

5.1.2 Temporary Groundwater Control

Because of the need for densification of the soils within the upper 2 feet below the stripped surface, temporary groundwater control measures may be required if the groundwater level is within 2 feet below the stripped and grubbed surface at the time of construction. Should groundwater control measures become necessary, dewatering methods should be determined by the contractor. We recommend the groundwater control measures, if necessary; remain in place until compaction of the existing soils is completed. The dewatering method should be maintained until backfilling has reached a height of 2 feet above the groundwater level at the time of construction. The site should be graded to direct surface water runoff from the construction area.

Note that discharge of produced groundwater to surface waters of the state from dewatering operations or other site activities is regulated and requires a permit from the State of Florida Department of Environmental Protection (FDEP). This permit is termed a Generic Permit for the Discharge of Produced Groundwater From Any Non-Contaminated Site Activity. If discharge of produced groundwater is anticipated, we recommend sampling and testing of the groundwater early in the site design phase to prevent project delays during construction. ECS can provide the sampling, testing, and professional consulting required to evaluate compliance with the regulations.

5.1.3 Preparation of Foundation Soils for Pipelines

For the proposed buried structures which are anticipated to bear in or above sandy soils (SP, SP-SM, SM), the soils should be excavated to the proposed bearing elevation and the exposed excavation surface should be compacted with portable hand-held equipment until densities of at least 95 percent of the modified Proctor maximum dry density (ASTM D-1557) have been achieved within the upper one foot below the exposed surface. Should the bearing level soils experience pumping and soil strength loss during the compaction operations, compaction work should be immediately terminated and (1) the disturbed soils removed and backfilled with dry structural fill soils which are then compacted, or (2) the excess moisture content within the disturbed soils allowed to dissipate before recompacting. Once the structure is installed, the excavation should be backfilled with compacted structural backfill to final grade.

Structural fill should then be placed around and above the structures in loose lifts not exceeding 6 inches in thickness and compacted by the use of hand-held compaction equipment. Compaction should continue until densities of at least 95 percent of the modified Proctor maximum dry density (ASTM D-1557) or as required by the city of Flagler Beach have been achieved in each 6-inch lift.

5.2 EARTHWORK OPERATIONS

5.2.1 Structural Backfill and Fill Soils

Structural fill is defined as a non-plastic, inorganic, granular soil having less than 12 percent material passing the No. 200 mesh sieve and containing less than 4 percent organic material. The fine sand (SP) and fine sand with silt (SP-SM), without roots, as encountered in the borings, are suitable as fill materials and, with proper moisture control, should densify using conventional compaction methods. Soils with more than 10 to 12 percent passing the No. 200 sieve will be more difficult to compact, due to their nature to retain soil moisture, and may require drying. Where silty or clayey sands (SM or SC) are encountered and have less than 20 percent fines, they may be used as structural fill; however, these materials will be more difficult to compact due to their high affinity to moisture. We do not recommend use of silty or clayey sands (SM or SC) with greater than 20 percent fines as structural fill.

Structural Fill Compaction Requirements: Materials satisfactory for use as structural fill should consist of soils with the following compaction requirements.

STRUCTURAL FILL COMPACTION REQUIREMENTS	
Subject	**Requirement**
Compaction Standard	Modified Proctor, ASTM D1557
Required Compaction	95% of Max. Dry Density (general structural fill)
Loose Thickness prior to compaction	12 inches if vibratory drum roller compaction equipment is used 8 inches if vibratory drum roller is used in static mode 8 inches if track-mounted compaction equipment is used 6 inches if hand-held compaction equipment is used

Fill materials should not be placed on excessively wet soils. Excessively wet soils should be scarified, aerated, and moisture conditioned. Proper drainage should be maintained during the earthwork phases of construction to prevent ponding of water which has a tendency to degrade subgrade soils. The contractor should minimize dusting or implement dust control measures, as required.

We recommend that the grading contractor have equipment on site during earthwork for both drying and wetting fill soils. Moisture control may be difficult during extended periods of rain. The control of moisture content of soils containing more than 10% fines may be difficult when these soils become wet. Further, such soils are easily degraded by construction traffic when the moisture content is elevated.

5.3 GENERAL CONSTRUCTION CONSIDERATIONS

Moisture Conditioning: We anticipate that typical moisture conditioning for soils in this area should be anticipated. The sandy surface soils may require wetting during dry periods or periods of high heat. Drying of soils containing more than 10% fines or excavated from below the water table may be required to be within ±2 percentage points of the modified Proctor optimum moisture content (ASTM D 1557).

Subgrade Protection: Measures should also be taken to limit site disturbance, especially from rubber-tired heavy construction equipment, and to control and remove surface water from development areas, including structural and pavement areas. It would be advisable to designate a

haul road and construction staging area to limit the areas of disturbance and to prevent construction traffic from excessively degrading sensitive subgrade soils and existing pavement areas. Haul roads and construction staging areas could be covered with excess depths of aggregate to protect those subgrades. The aggregate can later be removed and used in pavement areas.

Surface Drainage: Surface drainage conditions should be properly maintained. Surface water should be directed away from the construction area, and the work area should be sloped away from the construction area at a gradient of 1 percent or greater to reduce the potential of ponding water and the subsequent saturation of the surface soils. At the end of each workday, the subgrade soils should be sealed by rolling the surface with a smooth drum roller to minimize infiltration of surface water.

Excavation Safety: All excavations and slopes should be made and maintained in accordance with OSHA excavation safety standards. The contractor is solely responsible for designing and constructing stable, temporary excavations and slopes and should shore, slope, or bench the sides of the excavations and slopes as required to maintain stability of both the excavation sides and bottom. The contractor's responsible person, as defined in 29 CFR Part 1926, should evaluate the soil exposed in the excavations as part of the contractor's safety procedures. In no case should slope height, slope inclination, or excavation depth, including utility trench excavation depth, exceed those specified in local, state, and federal safety regulations. ECS is providing this information solely as a service to our client. ECS is not assuming responsibility for construction site safety or the contractor's activities; such responsibility is not being implied and should not be inferred.

Erosion Control: The surface soils may be erodible. Therefore, the Contractor should provide and maintain good site drainage during earthwork operations to maintain the integrity of the surface soils. All erosion and sedimentation controls should be in accordance with sound engineering practices and local requirements.

6.0 CLOSING

Our geotechnical exploration has been performed, our findings obtained, and our recommendations prepared, in accordance with generally accepted geotechnical engineering principles and practices. ECS is not responsible for any independent conclusions, interpretation, opinions, or recommendations made by others based on the data contained in this report.

Our scope of services was intended to evaluate the soil conditions within the zone of soil influenced by the foundation system. Our scope of services does not address geologic conditions, such as sinkholes or soil conditions existing below the depth of the soil borings.

If any of the project description information discussed in this report is inaccurate, either due to our interpretation of the documents provided or site or design changes that may occur later, ECS should be contacted immediately in order that we can review the report in light of the changes and provide additional or alternate recommendations as may be required to reflect the proposed construction.

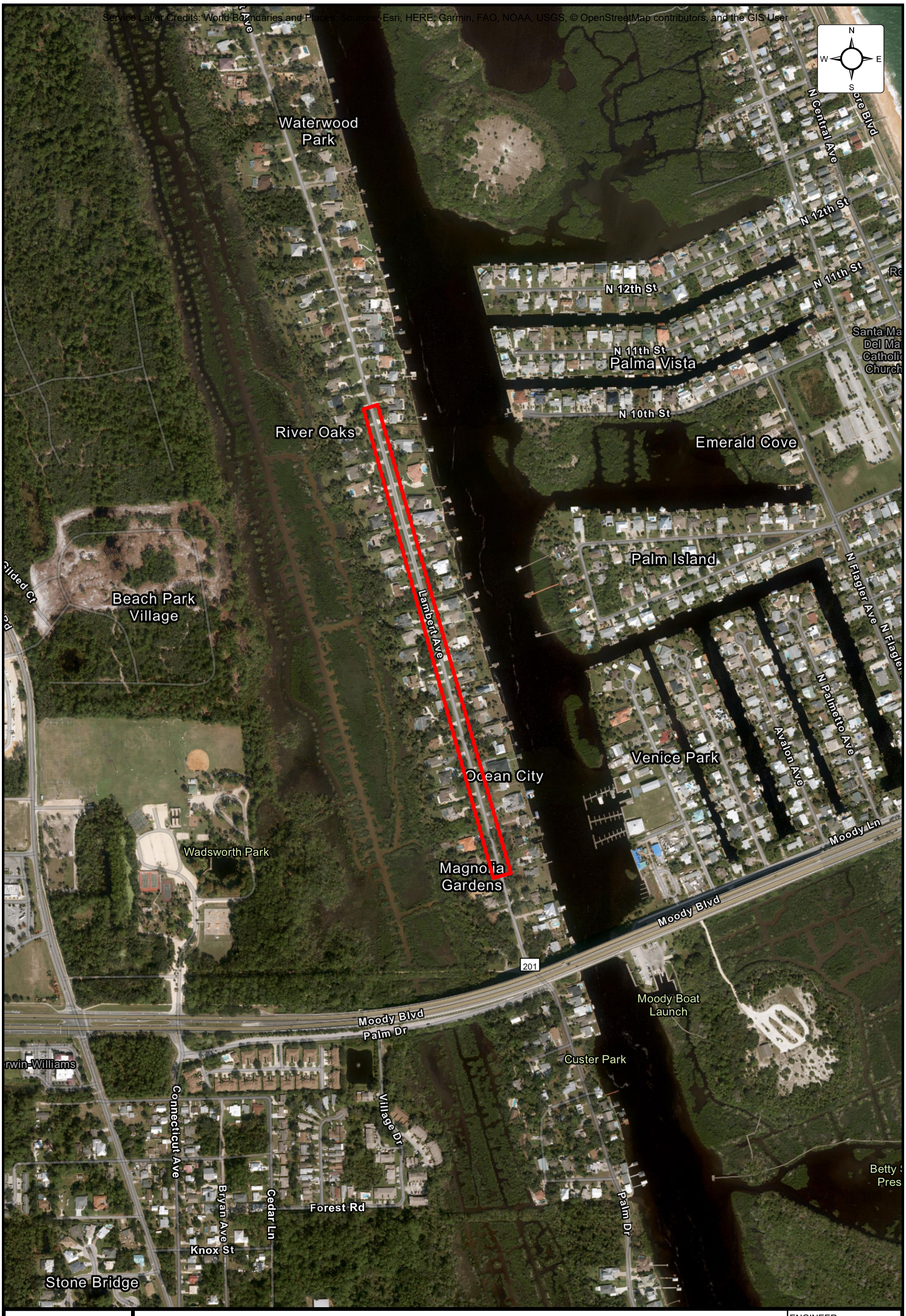
We recommend that ECS be allowed to review the project's plans and specifications pertaining to our work so that we may ascertain consistency of those plans/specifications with the intent of the geotechnical report.

Field observations, monitoring, and quality assurance testing during earthwork and foundation installation are an extension of and integral to the geotechnical design recommendation. We recommend that the owner retain these quality assurance services and that ECS be allowed to continue our involvement throughout these critical phases of construction to provide general consultation as issues arise.

ECS is not responsible for the conclusions, opinions, or recommendations of others based on the data in this report.

Appendix A - Drawings and Reports

Site Location Diagram
Boring Location Diagram(s)
Subsurface Cross-Section(s)



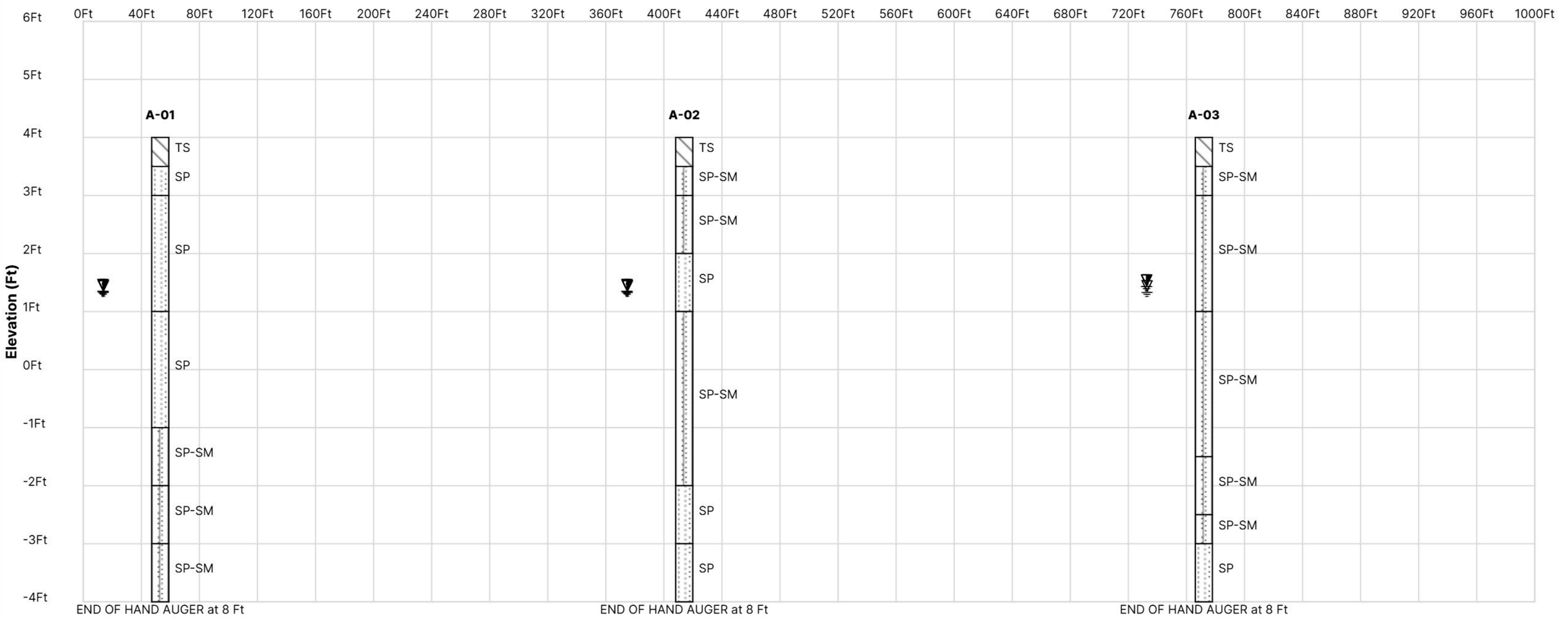
SITE LOCATION DIAGRAM
Water Main River Crossing - Upland Portion
Lambert Avenue, Flagler Beach, Florida
Mead & Hunt, Inc

ENGINEER	CW4
SCALE	1" = 500"
PROJECT NO.	56:2027
SHEET	1 of 2
DATE	10/17/2025

BORING LOCATION DIAGRAM
Water Main River Crossing - Upland Portion
Lambert Avenue, Flagler Beach, Florida
Mead & Hunt, Inc

ENGINEER	CW4
SCALE	1" = 200'
PROJECT NO.	56:2027
SHEET	2 of 2
DATE	10/17/2025

Generalized Subsurface Cross Section Lambert Avenue

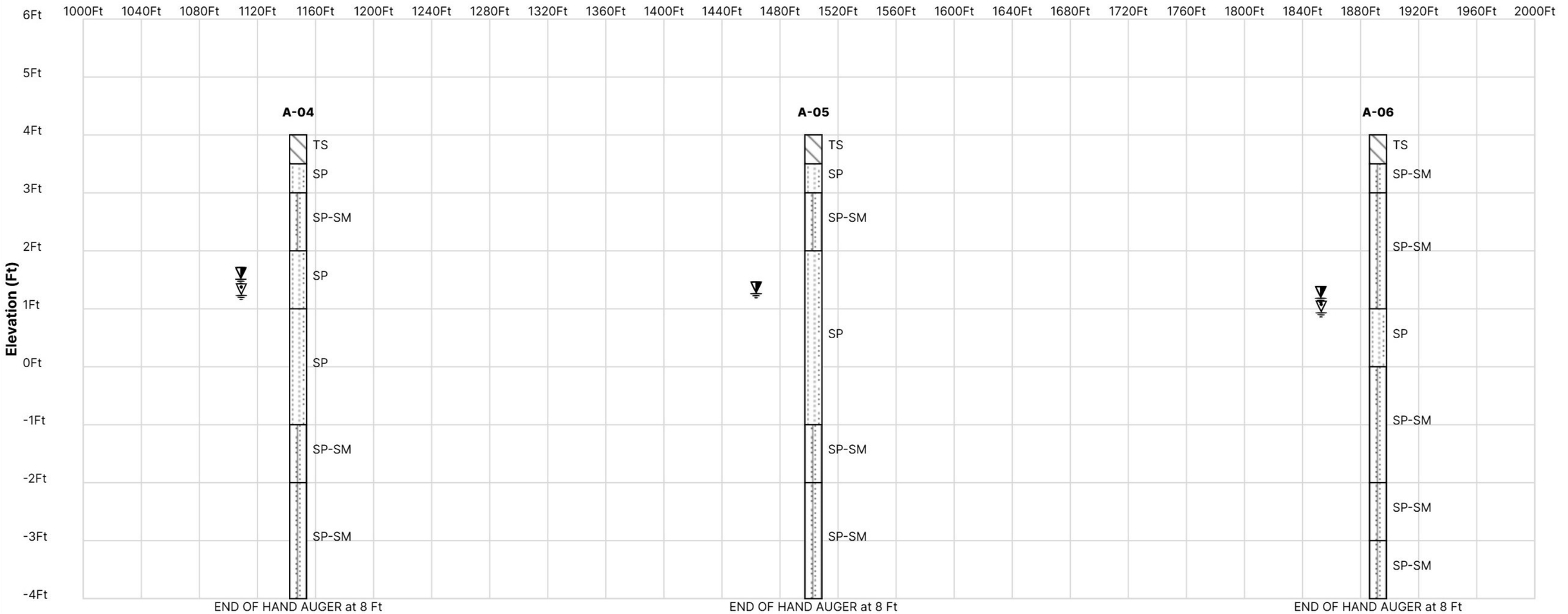


CLIENT:	Mead & Hunt, Inc	PROJECT:	Water Main River Crossing - Upland Portion
DRAWN DATE:	10/1/2025	PROJECT NO.:	56:2027
CHECKED DATE:	10/1/2025	SCALE:	AS SHOWN

Notes:
1-EOB: END OF BORING AR: AUGER REFUSALSR: SAMPLER REFUSAL
2-SEE INDIVIDUAL BORING LOG AND GEOTECHNICAL INFORMATION.
3-STANDARD PENETRATION TEST RESISTANCE (LEFT OF BORING) IN BLOWS PER FOOT (ASTM D1586).
4- TOPOGRAPHIC INFORMATION IS BASED ON PUBLICLY AVAILABLE DATA (GOOGLE OR CESIUM).THE TOPOGRAPHIC LINE SHOWN BETWEEN BORINGS IS FOR VISUAL REFERENCE ONLY.PLEASE REFER TO THE REFERENCE NOTES FOR BORING LOGS FOR SYMBOLOGY MEANING AND ADDITIONAL

Plastic Limit Water Content Liquid Limit X—●—△		WL (First Encountered)	Fill
[FINES CONTENT %]		WL (Completion)	Possible Fill
BOTTOM OF CASING		WL (Estimated Seasonal High Water)	Probable Fill
100% LOSS OF CIRCULATION		WL (Stabilized)	WR/Rock
○ CALIBRATED PENETROMETER			

Generalized Subsurface Cross Section Lambert Avenue



CLIENT:	Mead & Hunt, Inc	PROJECT:	Water Main River Crossing - Upland Portion
DRAWN DATE:	10/1/2025	PROJECT NO.:	56:2027
CHECKED DATE:	10/1/2025	SCALE:	AS SHOWN

Notes:
1-EOB: END OF BORING AR: AUGER REFUSALSR: SAMPLER REFUSAL
2-SEE INDIVIDUAL BORING LOG AND GEOTECHNICAL INFORMATION.
3-STANDARD PENETRATION TEST RESISTANCE (LEFT OF BORING) IN BLOWS PER FOOT (ASTM D1586).
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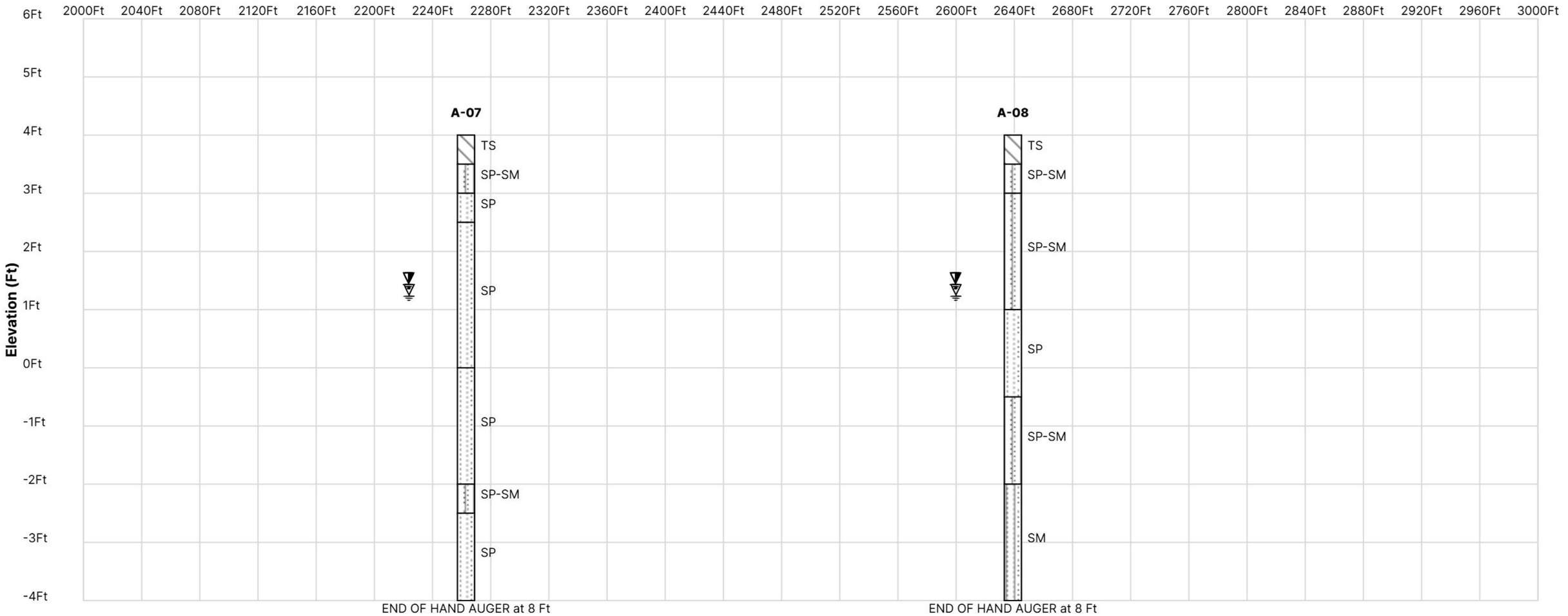
Plastic Limit Water Content Liquid Limit X—●—△		WL (First Encountered)	Fill
[FINES CONTENT %]		WL (Completion)	Possible Fill
BOTTOM OF CASING		WL (Estimated Seasonal High Water)	Probable Fill
LOSS OF CIRCULATION		WL (Stabilized)	WR/Rock
CALIBRATED PENETROMETER			

Generalized Subsurface Cross Section Lambert Avenue



CLIENT:	Mead & Hunt, Inc	PROJECT:	Water Main River Crossing - Upland Portion
DRAWN DATE:	10/1/2025	PROJECT NO.:	56:2027
CHECKED DATE:	10/1/2025	SCALE:	AS SHOWN

Notes:
1-EOB: END OF BORING AR: AUGER REFUSALSR: SAMPLER REFUSAL
2-SEE INDIVIDUAL BORING LOG AND GEOTECHNICAL INFORMATION.
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Plastic Limit Water Content Liquid Limit X—●—△		WL (First Encountered)	Fill
[FINES CONTENT %]		WL (Completion)	Possible Fill
BOTTOM OF CASING		WL (Estimated Seasonal High Water)	Probable Fill
100% LOSS OF CIRCULATION		WL (Stabilized)	WR/Rock
○ CALIBRATED PENETROMETER			

Appendix B – Field Operations

Reference Notes
Exploration Procedures
Boring Logs

REFERENCE NOTES FOR BORING LOGS

MATERIAL[1,2]

	ASPHALT
	CONCRETE
	GRAVEL
	TOPSOIL
	VOID
	BRICK
	AGGREGATE BASE COURSE
GW	WELL-GRADED GRAVEL gravel-sand mixtures, little or no fines
GP	POORLY-GRADED GRAVEL gravel-sand mixtures, little or no fines
GM	SILTY GRAVEL gravel-sand-silt mixtures
GC	CLAYEY GRAVEL gravel-sand-clay mixtures
SW	WELL-GRADED SAND gravelly sand, little or no fines
SP	POORLY-GRADED SAND gravelly sand, little or no fines
SM	SILTY SAND sand-silt mixtures
SC	CLAYEY SAND sand-clay mixtures
ML	SILT non-plastic to medium plasticity
MH	ELASTIC SILT high plasticity
CL	LEAN CLAY low to medium plasticity
CH	FAT CLAY high plasticity
OL	ORGANIC SILT or CLAY non-plastic to low plasticity
OH	ORGANIC SILT or CLAY high plasticity
PT	PEAT highly organic soils

DRILLING SAMPLING SYMBOLS & ABBREVIATIONS

SS	Split Spoon Sampler	PM	Pressuremeter Test
ST	Shelby Tube Sampler	RD	Rock Bit Drilling
WS	Wash Sample	RC	Rock Core, NX, BX, AX
BS	Bulk Sample of Cuttings	REC	Rock Sample Recovery %
PA	Power Auger (no sample)	RQD	Rock Quality Designation %
HSA	Hollow Stem Auger		

PARTICLE SIZE IDENTIFICATION

DESIGNATION		PARTICLE SIZES
Boulders		12 inches (300 mm) or larger
Cobbles		3 inches to 12 inches (75 mm to 300 mm)
Gravel:	Coarse	¾ inch to 3 inches (19 mm to 75 mm)
	Fine	4.75 mm to 19 mm (No. 4 sieve to ¾ inch)
Sand:	Coarse	2.00 mm to 4.75 mm (No. 10 to No. 4 sieve)
	Medium	0.425 mm to 2.00 mm (No. 40 to No. 10 sieve)
	Fine	0.074 mm to 0.425 mm (No. 200 to No. 40 sieve)
Silt & Clay ("Fines")		<0.074 mm (smaller than a No. 200 sieve)

COHESIVE SILTS & CLAYS

UNCONFINED COMPRESSIVE STRENGTH, Q_P[4]	SPT[5] (BPF)	CONSISTENCY[7] (COHESIVE)
<0.25	<2	Very Soft
0.25 - <0.50	2 - 4	Soft
0.50 - <1.00	5 - 8	Firm
1.00 - <2.00	9 - 15	Stiff
2.00 - <4.00	16 - 30	Very Stiff
4.00 - 8.00	31 - 50	Hard
>8.00	>50	Very Hard

GRAVELS, SANDS & NON-COHESIVE SILTS

SPT[5]	DENSITY
<5	Very Loose
5 - 10	Loose
11 - 30	Medium Dense
31 - 50	Dense
>50	Very Dense

RELATIVE AMOUNT[7]	COARSE GRAINED (%)[8]	FINE GRAINED (%)[8]
Trace	≤5	≤5
With	10 - 20	10 - 25
Adjective *(ex: "Silty")*	25 - 45	30 - 45

WATER LEVELS[6]

- WL (First Encountered)
- WL (Completion)
- WL (Seasonal High Water)
- WL (Stabilized)

FILL AND ROCK

FILL | POSSIBLE FILL | PROBABLE FILL | ROCK

[1]Classifications and symbols per ASTM D 2488-17 (Visual-Manual Procedure) unless noted otherwise.

[2]To be consistent with general practice, "POORLY GRADED" has been removed from GP, GP-GM, GP-GC, SP, SP-SM, SP-SC soil types on the boring logs.

[3]Non-ASTM designations are included in soil descriptions and symbols along with ASTM symbol [Ex: (SM-FILL)].

[4]Typically estimated via pocket penetrometer or Torvane shear test and expressed in tons per square foot (tsf).

[5]Standard Penetration Test (SPT) refers to the number of hammer blows (blow count) of a 140 lb. hammer falling 30 inches on a 2 inch OD split spoon sampler required to drive the sampler 12 inches (ASTM D 1586). "N-value" is another term for "blow count" and is expressed in blows per foot (bpf). SPT correlations per 7.4.2 Method B and need to be corrected if using an auto hammer.

[6]The water levels are those levels actually measured in the borehole at the times indicated by the symbol. The measurements are relatively reliable when augering, without adding fluids, in granular soils. In clay and cohesive silts, the determination of water levels may require several days for the water level to stabilize. In such cases, additional methods of measurement are generally employed.

[7]Minor deviation from ASTM D 2488-17 Note 14.

[8]Percentages are estimated to the nearest 5% per ASTM D 2488-17.

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SUBSURFACE EXPLORATION PROCEDURE:
Hand Auger Borings
ASTM D1452

In this procedure, a shallow depth boring is made by manually rotating and advancing an auger to the desired depths while periodically removing the auger from the hole to clear and examine the auger cuttings. The auger cuttings are visually classified in the field in accordance with ASTM D2488. Disturbed samples are collected in each soil stratum and sealed in an airtight container and labeled appropriately.

Hand Auger Procedure:

- Involves manually rotating a tube or barrel type auger to the desired sample depth
- Recording the depth of changes in strata
- Describing soil in each major stratum in accordance with ASTM D2488
- Recording groundwater depth and location of seepage zones, when/if found
- Describing condition of augered hole (i.e. whether the hole remains open or the sides cave)

CLIENT: **Mead & Hunt, Inc**	PROJECT NO.: **56:2027**	HAND AUGER NO.: **A-01**	SHEET: **1 OF 1**
PROJECT NAME: **Water Main River Crossing - Upland Portion**	SITE LOCATION: **Lambert Avenue, Flagler Beach, Florida, 32136**		
LATITUDE: **29.478975**	LONGITUDE: **-81.138537**	STATION:	SURFACE ELEVATION: **4**

DEPTH (FT)	WATER LEVELS	ELEVATION (FT)	DESCRIPTION OF MATERIAL	GRAPHIC LOG	DCP	EXCAVATION EFFORT	SAMPLE NUMBER	FINES CONTENT (%)	MOISTURE CONTENT (%)
			Topsoil [Thickness=6"].				S-1		
1.0			(SP) POORLY GRADED SAND - fine sand, greyish brown, moist, Trace shell.						
2.0			(SP) POORLY GRADED SAND - fine sand, grey, saturated to moist.				S-2		
3.0	▼		(SP) POORLY GRADED SAND - fine sand, greyish brown, saturated.				S-3		
4.0		0.0							
5.0			(SP-SM) POORLY GRADED SAND WITH SILT - fine sand, dark brown/black, saturated, trace organics.				S-4		
6.0			(SP-SM) POORLY GRADED SAND WITH SILT - fine sand, dark greyish brown, saturated.				S-5		
7.0			As above but with shell.			Medium	S-6		
			END OF HAND AUGER AT 8 Ft						

REMARKS:

THE STRATIFICATION LINES REPRESENT THE APPROXIMATE BOUNDARY LINES BETWEEN SOIL TYPES. IN-SITU THE TRANSITION MAY BE GRADUAL

EXCAVATION EFFORT: E-EASY M-MEDIUM D-DIFFICULT VD-VERY DIFFICULT

WL (First Encountered): 2.58 FT	WL (Seasonal High Water): 2.58 FT	ECS REP:	DATE COMPLETED:	UNITS:	CAVE-IN-DEPTH:
WL (Completion):		Giovanni	10/08/2025	English	Not Observed

HAND AUGER LOG

CLIENT: **Mead & Hunt, Inc**	PROJECT NO.: **56:2027**	HAND AUGER NO.: **A-02**	SHEET: **1 OF 1**
PROJECT NAME: **Water Main River Crossing - Upland Portion**	SITE LOCATION: **Lambert Avenue, Flagler Beach, Florida, 32136**		
LATITUDE: **29.479925**	LONGITUDE: **-81.138858**	STATION:	SURFACE ELEVATION: **4**

DEPTH (FT)	WATER LEVELS	ELEVATION (FT)	DESCRIPTION OF MATERIAL	GRAPHIC LOG	DCP	EXCAVATION EFFORT	SAMPLE NUMBER	FINES CONTENT (%)	MOISTURE CONTENT (%)
			Topsoil [Thickness=6"].				S-1		
1.0			(SP-SM) POORLY GRADED SAND WITH SILT - fine sand, greyish brown, moist, Trace shell.						
			(SP-SM) POORLY GRADED SAND WITH SILT - fine sand, dark grey, moist.				S-2		
2.0									
	▼		(SP) POORLY GRADED SAND - fine sand, light grey, saturated to moist.				S-3		
3.0									
			(SP-SM) POORLY GRADED SAND WITH SILT - fine sand, dark greyish brown, saturated, trace organics.						
4.0		0.0					S-4		
5.0									
6.0			(SP) POORLY GRADED SAND - fine sand, orangish brown, saturated, trace organics.				S-5		
7.0			(SP) POORLY GRADED SAND - fine sand, greyish brown, saturated, trace shell.			Medium	S-6		
			END OF HAND AUGER AT 8 Ft						

REMARKS:

THE STRATIFICATION LINES REPRESENT THE APPROXIMATE BOUNDARY LINES BETWEEN SOIL TYPES. IN-SITU THE TRANSITION MAY BE GRADUAL

EXCAVATION EFFORT: E-EASY M-MEDIUM D-DIFFICULT VD-VERY DIFFICULT

WL (First Encountered): 2.58 FT	WL (Seasonal High Water): 2.58 FT	ECS REP:	DATE COMPLETED:	UNITS:	CAVE-IN-DEPTH:
WL (Completion):		Giovanni	10/08/2025	English	Not Observed

HAND AUGER LOG

CLIENT: **Mead & Hunt, Inc**	PROJECT NO.: **56:2027**	HAND AUGER NO.: **A-03**	SHEET: **1 OF 1**
PROJECT NAME: **Water Main River Crossing - Upland Portion**	SITE LOCATION: **Lambert Avenue, Flagler Beach, Florida, 32136**		
LATITUDE: **29.480870**	LONGITUDE: **-81.139156**	STATION:	SURFACE ELEVATION: **4**

DEPTH (FT)	WATER LEVELS	ELEVATION (FT)	DESCRIPTION OF MATERIAL	GRAPHIC LOG	DCP	EXCAVATION EFFORT	SAMPLE NUMBER	FINES CONTENT (%)	MOISTURE CONTENT (%)
			Topsoil [Thickness=6"].				S-1		
1.0			(SP-SM) POORLY GRADED SAND WITH SILT - fine sand, greyish brown, moist, Trace shell.						
			(SP-SM) POORLY GRADED SAND WITH SILT - fine sand, dark grey/black, saturated to moist.				S-2		
2.0									
3.0	▼								
			(SP-SM) POORLY GRADED SAND WITH SILT - fine sand, dark brown/black, saturated, trace organics.				S-3		
4.0		0.0							
5.0									
			(SP-SM) POORLY GRADED SAND WITH SILT - fine sand, greyish brown, saturated.				S-4		
6.0									
			(SP-SM) POORLY GRADED SAND WITH SILT - fine sand, dark greyish brown, saturated, trace organics.				S-5		
7.0			(SP) POORLY GRADED SAND - fine sand, greyish brown, saturated, trace shell.			Medium	S-6		
			END OF HAND AUGER AT 8 Ft						

REMARKS:

THE STRATIFICATION LINES REPRESENT THE APPROXIMATE BOUNDARY LINES BETWEEN SOIL TYPES. IN-SITU THE TRANSITION MAY BE GRADUAL

EXCAVATION EFFORT: E-EASY M-MEDIUM D-DIFFICULT VD-VERY DIFFICULT

WL (First Encountered): 2.5 FT	WL (Seasonal High Water): 2.5 FT	ECS REP:	DATE COMPLETED:	UNITS:	CAVE-IN-DEPTH:
WL (Completion):		Giovanni	10/08/2025	English	Not Observed

HAND AUGER LOG

CLIENT: **Mead & Hunt, Inc**	PROJECT NO.: **56:2027**	HAND AUGER NO.: **A-04**	SHEET: **1 OF 1**
PROJECT NAME: **Water Main River Crossing - Upland Portion**	SITE LOCATION: **Lambert Avenue, Flagler Beach, Florida, 32136**		
LATITUDE: **29.481862**	LONGITUDE: **-81.139476**	STATION:	SURFACE ELEVATION: **4**

DEPTH (FT)	WATER LEVELS	ELEVATION (FT)	DESCRIPTION OF MATERIAL	GRAPHIC LOG	DCP	EXCAVATION EFFORT	SAMPLE NUMBER	FINES CONTENT (%)	MOISTURE CONTENT (%)
			Topsoil [Thickness=6"].				S-1		
1.0			(SP) POORLY GRADED SAND - fine sand, brown, moist, Trace shell.						
			(SP-SM) POORLY GRADED SAND WITH SILT - fine sand, dark grey/black, moist.				S-2		
2.0									
	▼		(SP) POORLY GRADED SAND - fine sand, light greyish brown, saturated to moist.				S-3		
3.0			As above but trace organics.						
4.0		0.0					S-4		
5.0			(SP-SM) POORLY GRADED SAND WITH SILT - fine sand, dark brown/black, saturated, trace organics. OC%=2.4.				S-5		
6.0			(SP-SM) POORLY GRADED SAND WITH SILT - fine sand, trace clay, dark greyish brown, saturated, with shell.						
7.0						Medium	S-6		
			END OF HAND AUGER AT 8 Ft						

REMARKS:

THE STRATIFICATION LINES REPRESENT THE APPROXIMATE BOUNDARY LINES BETWEEN SOIL TYPES. IN-SITU THE TRANSITION MAY BE GRADUAL

EXCAVATION EFFORT: E-EASY M-MEDIUM D-DIFFICULT VD-VERY DIFFICULT

WL (First Encountered): 2.42 FT	WL (Seasonal High Water): 2.42 FT	ECS REP:	DATE COMPLETED:	UNITS:	CAVE-IN-DEPTH:
WL (Completion):		Giovanni	10/08/2025	English	Not Observed

HAND AUGER LOG

CLIENT: **Mead & Hunt, Inc**	PROJECT NO.: **56:2027**	HAND AUGER NO.: **A-05**	SHEET: **1 OF 1**
PROJECT NAME: **Water Main River Crossing - Upland Portion**	SITE LOCATION: **Lambert Avenue, Flagler Beach, Florida, 32136**		
LATITUDE: **29.482800**	LONGITUDE: **-81.139775**	STATION:	SURFACE ELEVATION: **4**

DEPTH (FT)	WATER LEVELS	ELEVATION (FT)	DESCRIPTION OF MATERIAL	GRAPHIC LOG	DCP	EXCAVATION EFFORT	SAMPLE NUMBER	FINES CONTENT (%)	MOISTURE CONTENT (%)
			Topsoil [Thickness=6"].				S-1		
1.0			(SP) POORLY GRADED SAND - fine sand, greyish brown, moist, Trace shell.						
			(SP-SM) POORLY GRADED SAND WITH SILT - fine sand, dark grey/black, moist, trace shell.				S-2		
2.0									
	▼		(SP) POORLY GRADED SAND - fine sand, light grey, saturated to moist, trace organics.				S-3		
3.0									
4.0		0.0					S-4		
5.0			(SP-SM) POORLY GRADED SAND WITH SILT - fine sand, dark greyish brown, saturated.				S-5		
6.0			(SP-SM) POORLY GRADED SAND WITH SILT - fine sand, dark orangish brown, saturated, With shell.						
7.0						Medium	S-6		
			END OF HAND AUGER AT 8 Ft						

REMARKS:

THE STRATIFICATION LINES REPRESENT THE APPROXIMATE BOUNDARY LINES BETWEEN SOIL TYPES. IN-SITU THE TRANSITION MAY BE GRADUAL

EXCAVATION EFFORT: E-EASY M-MEDIUM D-DIFFICULT VD-VERY DIFFICULT

▽ WL (First Encountered): 2.67 FT	▼ WL (Seasonal High Water): 2.67 FT	ECS REP:	DATE COMPLETED:	UNITS:	CAVE-IN-DEPTH:
▼ WL (Completion):		Giovanni	10/08/2025	English	Not Observed

HAND AUGER LOG

CLIENT: **Mead & Hunt, Inc**	PROJECT NO.: **56:2027**	HAND AUGER NO.: **A-06**	SHEET: **1 OF 1**
PROJECT NAME: **Water Main River Crossing - Upland Portion**	SITE LOCATION: **Lambert Avenue, Flagler Beach, Florida, 32136**		
LATITUDE: **29.483829**	LONGITUDE: **-81.140102**	STATION:	SURFACE ELEVATION: **4**

DEPTH (FT)	WATER LEVELS	ELEVATION (FT)	DESCRIPTION OF MATERIAL	GRAPHIC LOG	DCP	EXCAVATION EFFORT	SAMPLE NUMBER	FINES CONTENT (%)	MOISTURE CONTENT (%)
			Topsoil [Thickness=6"].				S-1		
1.0			(SP-SM) POORLY GRADED SAND WITH SILT - fine sand, dark greyish brown, moist, Trace shell.						
2.0			(SP-SM) POORLY GRADED SAND WITH SILT - fine sand, dark grey, saturated to moist, trace shell.				S-2		
3.0	▼		(SP) POORLY GRADED SAND - fine sand, light grey, saturated.				S-3		
4.0		0.0	(SP-SM) POORLY GRADED SAND WITH SILT - fine sand, dark greyish brown/black, saturated.				S-4		
5.0									
6.0			(SP-SM) POORLY GRADED SAND WITH SILT - fine sand, dark orangish brown, saturated, trace shell.				S-5		
7.0			(SP-SM) POORLY GRADED SAND WITH SILT - fine sand, trace clay, greyish brown, saturated, Trace shell.			Medium	S-6		
			END OF HAND AUGER AT 8 Ft						

REMARKS:

THE STRATIFICATION LINES REPRESENT THE APPROXIMATE BOUNDARY LINES BETWEEN SOIL TYPES. IN-SITU THE TRANSITION MAY BE GRADUAL

EXCAVATION EFFORT: E-EASY M-MEDIUM D-DIFFICULT VD-VERY DIFFICULT

WL (First Encountered): 2.75 FT	WL (Seasonal High Water): 2.75 FT	ECS REP:	DATE COMPLETED:	UNITS:	CAVE-IN-DEPTH:
WL (Completion):		Giovanni	10/08/2025	English	Not Observed

HAND AUGER LOG

CLIENT: **Mead & Hunt, Inc**	PROJECT NO.: **56:2027**	HAND AUGER NO.: **A-07**	SHEET: **1 OF 1**
PROJECT NAME: **Water Main River Crossing - Upland Portion**	SITE LOCATION: **Lambert Avenue, Flagler Beach, Florida, 32136**		
LATITUDE: **29.484812**	LONGITUDE: **-81.140400**	STATION:	SURFACE ELEVATION: **4**

DEPTH (FT)	WATER LEVELS	ELEVATION (FT)	DESCRIPTION OF MATERIAL	GRAPHIC LOG	DCP	EXCAVATION EFFORT	SAMPLE NUMBER	FINES CONTENT (%)	MOISTURE CONTENT (%)
			Topsoil [Thickness=6"].				S-1		
1.0			(SP-SM) POORLY GRADED SAND WITH SILT - fine sand, dark greyish brown, contains slight roots, moist, Trace organics.				S-2		
			(SP) POORLY GRADED SAND - fine sand, light greyish brown, moist, trace shell.						
2.0			(SP) POORLY GRADED SAND - fine sand, grey, saturated to moist.				S-3		
3.0	▼								
4.0		0.0							
			(SP) POORLY GRADED SAND - fine sand, light grey, saturated, trace organics.				S-4		
5.0									
6.0			(SP-SM) POORLY GRADED SAND WITH SILT - fine sand, dark greyish brown, saturated, trace organics. OC%=1.2.				S-5		
7.0			(SP) POORLY GRADED SAND - fine sand, greyish brown, saturated, with shell.			Medium	S-6		
			END OF HAND AUGER AT 8 Ft						

REMARKS:

THE STRATIFICATION LINES REPRESENT THE APPROXIMATE BOUNDARY LINES BETWEEN SOIL TYPES. IN-SITU THE TRANSITION MAY BE GRADUAL

EXCAVATION EFFORT: E-EASY M-MEDIUM D-DIFFICULT VD-VERY DIFFICULT

WL (First Encountered): 2.5 FT	WL (Seasonal High Water): 2.5 FT	ECS REP:	DATE COMPLETED:	UNITS:	CAVE-IN-DEPTH:
WL (Completion):		Giovanni	10/08/2025	English	Not Observed

HAND AUGER LOG

CLIENT: **Mead & Hunt, Inc**	PROJECT NO.: **56:2027**	HAND AUGER NO.: **A-08**	SHEET: **1 OF 1**
PROJECT NAME: **Water Main River Crossing - Upland Portion**	SITE LOCATION: **Lambert Avenue, Flagler Beach, Florida, 32136**		
LATITUDE: **29.485801**	LONGITUDE: **-81.140728**	STATION:	SURFACE ELEVATION: **4**

DEPTH (FT)	WATER LEVELS	ELEVATION (FT)	DESCRIPTION OF MATERIAL	GRAPHIC LOG	DCP	EXCAVATION EFFORT	SAMPLE NUMBER	FINES CONTENT (%)	MOISTURE CONTENT (%)
			Topsoil [Thickness=6"].				S-1		
1.0			(SP-SM) POORLY GRADED SAND WITH SILT - fine sand, greyish brown, moist, Trace organics.						
2.0	▼		(SP-SM) POORLY GRADED SAND WITH SILT - fine sand, dark grey, saturated to moist, trace shell, organics.				S-2		
3.0			(SP) POORLY GRADED SAND - fine sand, light grey, saturated, trace organics.				S-3		
4.0		0.0					S-4		
5.0			(SP-SM) POORLY GRADED SAND WITH SILT - fine sand, light greyish brown, saturated, trace organics.				S-5		
6.0			(SM) SILTY SAND - fine sand, trace clay, dark orangish brown, saturated.						
7.0						Medium	S-6		
			END OF HAND AUGER AT 8 Ft						

REMARKS:

THE STRATIFICATION LINES REPRESENT THE APPROXIMATE BOUNDARY LINES BETWEEN SOIL TYPES. IN-SITU THE TRANSITION MAY BE GRADUAL

EXCAVATION EFFORT: E-EASY M-MEDIUM D-DIFFICULT VD-VERY DIFFICULT

WL (First Encountered): 2.5 FT	WL (Seasonal High Water): 2.5 FT	ECS REP:	DATE COMPLETED:	UNITS:	CAVE-IN-DEPTH:
WL (Completion):		Giovanni	10/08/2025	English	Not Observed

HAND AUGER LOG

Appendix C – Laboratory Testing

Laboratory Testing Summary

Laboratory Testing Summary

Sample Location	Sample Number	Depth (feet)	^MC (%)	Soil Type	Atterberg Limits			**Percent Passing No. 200 Sieve	Moisture - Density		@ LBR (%)	#Organic Content (%)
					LL	PL	PI		<Maximum Density (pcf)	<Optimum Moisture (%)		
A-01	S-5	6-7	24.3	**SP-SM**				11.5				
A-03	S-1	0-1	18.1	**SP-SM**				11.6				
A-04	S-5	5-6	33.3	**SP-SM**				6.6				2.4
A-05	S-5	5-6	28.9	**SP-SM**				6.4				
A-06	S-1	0-1	16.2	**SP-SM**				5.8				
A-07	S-5	6-6.5	25.0	**SP-SM**				6.4				1.2
A-08	S-6	6-8	22.3	**SM**				15.3				

Notes: See test reports for test method, ^ASTM D2216-19, *ASTM D2488, **ASTM D1140-17, @FM 5-515, #ASTM D2974-20e1 < See test report for D4718 corrected values

Definitions: MC: Moisture Content, Soil Type: USCS (Unified Soil Classification System), LL: Liquid Limit, PL: Plastic Limit, PI: Plasticity Index, CBR: California Bearing Ratio, OC: Organic Content

Project: Water Main River Crossing - Upland Portion
Client: Mead & Hunt, Inc

Project No.: 56:2027
Date Reported: 10/20/2025

Office / Lab	Address	Office Number / Fax
ECS Florida LLC - Daytona Beach	2330 South Nova Road Suite A South Daytona, FL 32119	(386)944-9588 (386)944-9589

Tested by	Checked by	Approved by	Date Received
RRawson	RRawson	RRawson	

SECTION 312316.16 – STRUCTURAL EXCAVATION FOR MINOR STRUCTURES

PART 1 - GENERAL

1.1 SCOPE OF WORK

A. Excavation for minor structures including foundation excavation, utility structures, equipment pads, and hand excavation around existing utilities.

1.2 QUALITY ASSURANCE

A. REFERENCE STANDARDS:

1. OSHA 29 CFR Part 1926, Subpart P - Excavations

2. ASTM D698 - Standard Test Methods for Laboratory Compaction Characteristics

3. ASTM D1556 - Standard Test Method for Density and Unit Weight of Soil In Place

4. ASTM D2922 - Standard Test Methods for Density of Soil and Soil-Aggregate In Place

5. Florida Building Code, Building Edition, Chapter 18 - Soils and Foundations

B. REFERENCED SPECIFICATIONS

a. *312319 Dewatering*

b. *312500 Erosion and Sedimentation Controls*

c. *330505 Buried Piping Installation*

d. *013323 Shop Drawings, Product Data, and Samples*

e. *017836 Warranties*

1.3 QUALIFICATIONS

A. Trenching contractor shall have experience in structural excavation for minor structures and utility installations.

B. All personnel involved in trenching operations shall be trained in OSHA excavation safety requirements per 29 CFR 1926.650-652.

C. Designated competent person shall be on-site during all trenching operations as required by OSHA.

1.4 SUBMITTALS

A. Electronic Copies shall be submitted to the Engineer for approval prior to excavation. Submission shall include:

1. Excavation plan showing depths, slopes, dimensions, and shoring requirements

2. Soil management plan including stockpile locations and off-site disposal facilities.

3. Utility location verification documentation

4. Dewatering plan if groundwater conditions are anticipated.

B. The Contractor shall furnish material certifications for all imported backfill materials.

C. See specification *Section 01 33 23 Shop Drawings, Product Data, and Samples* for additional details.

1.5 INSPECTION AND TESTING

A. The Engineer and Owner reserve the right to inspect all excavations.

B. Daily inspection by competent person is required for all excavations 5 feet or deeper.

C. Soil classification testing shall be performed as directed by the Engineer.

D. If differing soil conditions are encountered, notify Engineer immediately for evaluation and direction.

1.6 HANDLING AND STORAGE

A. Excavated materials shall be stockpiled in locations approved by Engineer a minimum of 2 feet from excavation edges.

B. Topsoil and subsoil shall be separated and stockpiled independently.

C. Materials designated for reuse shall be protected from contamination and excessive moisture.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Bedding

1. Clean, angular, crushed stone meeting ASTM C33 requirements.

2. Maximum size 3/4 inch.

B. Backfill

1. Native material free of organics, debris, and stones larger than 3 inches.

2. Imported granular fill when native material is unsuitable.

C. Shoring

1. Materials shall meet applicable OSHA load ratings and manufacturer specifications.

D. Imported Materials

1. Materials shall meet specified gradations and quality requirements.

2. Source approval by Engineer required prior to delivery.

PART 3 - EXECUTION

3.1 FIELD LAYOUT AND MODIFICATION

A. The Contractor shall survey and stake trench alignments prior to excavation.

B. Coordinate utility crossings and conflicts with existing infrastructure.

C. Obtain Engineer approval for any deviations from planned alignment or depth.

3.2 GRADING AND CLEARING

A. Clear and grub areas designated for trenching operations including removal of vegetation, roots, and debris.

B. Grade areas to facilitate equipment access and proper drainage during construction.

C. Strip and stockpile topsoil for later use in restoration work.

3.3 EXCAVATION

A. Depth Limitations

1. Maximum unsupported excavation depth of 4 feet in Type A soil

2. Maximum unsupported excavation depth of 3 feet in Type B soil

3. All excavations in Type C soil require protective systems.

B. Slope Requirements

1. Type A soil: 3/4:1 (horizontal: vertical) slope ratio.

2. Type B soil: 1:1 slope ratio.

3. Type C soil: 1.5:1 slope ratio.

4. Steeper slopes require shoring systems approved by Engineer.

C. Excavation Methods

1. Hand excavation required within 24 inches of existing utilities.

2. Excavation shall proceed in a manner to maintain stability of adjacent structures.

D. Stockpiling

1. Separate topsoil and subsoil stockpiles.

2. Locate stockpiles a minimum 2 feet from excavation edge.

E. Safety:

1. All excavation safety requirements shall comply with Section 31 23 33 Trenching and Backfilling.

3.4 BACKFILL PROCEEDURES

A. Backfill

1. Place bedding material as shown on drawings to uniform thickness.

2. Final backfills: Complete backfill to finished grade as shown on drawings.

B. Compaction

1. Maximum lift thickness: 8 inches for mechanical compaction, 4 inches for hand compaction.

2. Compaction requirement: 95% Standard Proctor density unless otherwise specified.

3. Moisture content: Maintain within ±2% of optimum moisture content.

3.5 TESTING AND QUALITY CONTROL

A. Perform density testing at frequencies specified in *Section 31 23 33 Trenching and Backfilling*.

3.6 CORRECTIVE MEASURES

A. Perform corrective measures as specified in *Section 31 23 33 Trenching and Backfilling*.

3.7 SURFACE RESTORATION

A. Perform surface restoration as specified in *Section 31 23 33 Trenching and Backfilling*.

END OF SECTION 312316.16

SECTION 312319 – DEWATERING

PART 1 - GENERAL

1.1 SCOPE OF WORK

A. Temporary removal of groundwater and surface water to maintain dry working conditions during construction including dewatering systems, discharge water treatment, and environmental compliance.

1.2 QUALITY ASSURANCE

A. REFERENCE STANDARDS:

1. OSHA 29 CFR Part 1926, Subpart P – Excavations

2. EPA National Pollutant Discharge Elimination System (NPDES) requirements

3. ASTM D5092 - Standard Practice for Design and Installation of Groundwater Monitoring Wells

4. Department of Environmental Protection (DEP) Rule 62-621.300 - Generic Permits for Dewatering Operations

B. REFERENCED SPECIFICATIONS

a. *312316.16 Structural Excavation for Minor Structures*

b. *312333 Trenching and Backfilling*

c. *312500 Erosion and Sedimentation Controls*

d. *330505 Buried Piping Installation*

e. *013323 Shop Drawings, Product Data, and Samples*

f. *017836 Warranties*

1.3 QUALIFICATIONS

A. Dewatering contractor shall have experience in groundwater control for construction projects.

B. All dewatering system operators shall be trained in pump operation, maintenance, and emergency procedures. Contractor shall have one (1) year of relevant experience.

C. Environmental compliance officer shall be designated for water discharge monitoring and reporting.

1.4 SUBMITTALS

A. Electronic Copies shall be submitted to the Engineer for approval prior to construction. Submission shall include:

1. Dewatering plan showing well locations, flow rates, discharge points, and equipment specifications

B. The Contractor shall furnish permits for water discharge and environmental compliance documentation.

C. See specification *Section 01 33 23 Shop Drawings, Product Data, and Samples* for additional details.

1.5 INSPECTION AND TESTING

A. The Engineer and Owner reserve the right to inspect dewatering operations and water quality at any time.

B. Daily monitoring of water levels, flow rates, and discharge quality is required.

C. Weekly testing of discharge water quality as specified by permit requirements.

D. If contaminated groundwater is encountered, immediately notify Engineer and suspend operations until remediation procedures are approved by Engineer.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Pumping System

1. Pumps sized for continuous operation with backup capacity.

B. Discharge System

1. Discharge piping with appropriate pressure ratings.

2. Energy dissipation devices for discharge point protection

C. Filtration System

1. Filtration systems as required by discharge permits.

D. Well Materials

1. Filter sand meeting ASTM C33 requirements.

2. Bentonite seal material per environmental regulations.

PART 3 - EXECUTION

3.1 FIELD LAYOUT AND MODIFICATION

A. The Contractor shall survey and stake dewatering system locations prior to installation.

B. Coordinate dewatering system layout with excavation operations and existing utilities.

C. Contractor shall review geotechnical report to determine pre-existing conditions, prior to starting dewatering operations.

3.2 INSTALLATION

A. Install dewatering system 24 hours prior to excavation below anticipated groundwater level.

B. Install pumps, piping, and controls according to manufacturer specifications.

C. Install wells to depth as shown on drawings or minimum 2-3 feet below planned excavation bottom elevation

D. Test complete system prior to beginning excavation operations

E. Maintain groundwater level minimum 2 feet below excavation bottom

3.3 OPERATION AND MONITORING

A. Operation

1. Begin pumping operations minimum 24 hours before excavation below water table

2. Maintain the groundwater level minimum 2 feet below excavation bottom

B. Discharge Compliance

1. Monitor discharge water quality per Florida DEP Rule 62-621.300 requirements.

2. Maintain discharge within permit limitations for uncontaminated groundwater only.

3. Contractor shall obtain all required permits at their own expense and assumes full responsibility for permit compliance.

C. System Monitoring

1. Record daily water levels, flow rates, and pump operating hours.

2. All unintended discharges shall be reported to the Engineer immediately.

3.4 SYSTEM REMOVAL AND RESTORATION

A. Continue dewatering operations until backfilling is complete and structures can resist hydrostatic pressure.

B. Remove well points and seal boreholes with bentonite or materials approved by Engineer per environmental regulations.

C. Remove all temporary piping, pumps, and equipment from site and submit Florida DEP Notice of Termination Form 62-621.300(2)(f) within 30 days of completion.

D. Contractor is responsible for any environmental violations or fines resulting from dewatering operations.

END OF SECTION 332319

SECTION 312333 – TRENCHING AND BACKFILLING

PART 1 - GENERAL

1.1 SCOPE OF WORK

A. Excavation and backfilling of trenches for utility installations, grading, clearing operations, sheeting and shoring systems, bedding and backfill materials, and surface restoration.

1.2 QUALITY ASSURANCE

A. REFERENCE STANDARDS:

1. OSHA 29 CFR Part 1926, Subpart P - Excavations

2. ASTM D698 - Standard Test Methods for Laboratory Compaction Characteristics

3. ASTM D1556 - Standard Test Method for Density and Unit Weight of Soil In Place

4. ASTM D2922 - Standard Test Methods for Density of Soil and Soil-Aggregate In Place

B. REFERENCED SPECIFICATIONS

a. *312316.16 Structural Excavation for Minor Structures*

b. *312319 Dewatering*

c. *330505 Buried Piping Installation*

d. *013323 Shop Drawings, Product Data, and Samples*

e. *017836 Warranties*

1.3 QUALIFICATIONS

A. Trenching contractor shall have experience in utility trenching and backfill operations.

B. All personnel involved in trenching operations shall be trained in OSHA excavation safety requirements per 29 CFR 1926.650-652.

C. Designated competent person shall be on-site during all trenching operations as required by OSHA.

1.4 SUBMITTALS

A. Electronic Copies shall be submitted to the Engineer for approval prior to construction. Submission shall include:

1. Trenching plan showing alignment, depths, widths, and slope requirements.

2. Backfill material sources, gradations, and test results.

3. Quality control testing schedule and procedures

B. The Contractor shall furnish material certifications for all imported backfill materials.

C. See specification *Section 01 33 23 Shop Drawings, Product Data, and Samples* for additional details.

1.5 INSPECTION AND TESTING

A. The Engineer and Owner reserve the right to inspect all trenching and backfill operations.

B. Compaction testing shall be performed at specified frequencies by certified testing technicians, at the expense of the Contractor.

C. All test results shall be submitted within 24 hours of testing completion.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Bedding

1. Pipe bedding: Clean sand or fine gravel, maximum 3/4-inch size, meeting ASTM C33.

2. Utility bedding: Crushed stone or granular material approved by Engineer.

B. Backfill

1. Structural backfill: Crushed stone, sand, or select material approved by Engineer.

2. General backfill: Native material approved by Engineer or imported fill.

C. Sheeting, Shoring, and Bracing

1. Steel sheeting: Interlocking steel sheet piling meeting ASTM A328 or ASTM A572 requirements.

2. Timber shoring: Structural lumber meeting applicable OSHA load requirements.

3. Hydraulic shoring: Manufactured systems with appropriate load ratings.

4. Bracing materials: Steel or timber members sized for anticipated loads.

D. Imported Materials

1. Materials shall meet specified gradations and quality requirements.

2. Source approval by Engineer required prior to delivery.

PART 3 - EXECUTION

3.1 FIELD LAYOUT AND MODIFICATION

A. The Contractor shall survey and stake trench alignments prior to excavation.

B. Coordinate utility crossings and conflicts with existing infrastructure.

C. Obtain Engineer approval for any deviations from planned alignment or depth.

3.2 GRADING AND CLEARING

A. Clear and grub areas designated for trenching operations including removal of vegetation, roots, and debris.

B. Grade areas to facilitate equipment access and proper drainage during construction.

C. Strip and stockpile topsoil for later use in restoration work. Engineer can reject the excavated topsoil if it has been deemed unsuitable. Contractor shall be responsible for providing suitable materials approved by the Engineer, at the Contractor expense.

3.3 EXCAVATION

A. Trench Dimensions

1. Trench width: As shown on drawings or pipe diameter plus16 inches minimum when not shown.

2. Trench depth: As shown on drawings.

3. Side slopes: As shown on drawings or comply with OSHA 29 CFR 1926.652 requirements or provide shoring system approved by Engineer when not specified.

B. Excavation Methods

1. Hand excavation required within 24 inches of existing utilities.

2. Bottom preparation by hand trimming to required grade and cross-section.

3. Remove all loose material, debris, and unsuitable soil from trench bottom. Disposal of the material will be at the Contractor expense.

C. Sheeting, Shoring, and Bracing Requirements

1. Install sheeting, shoring, or bracing systems for all excavations over 5 feet deep or as required by soil conditions per OSHA 29 CFR 1926.652.

2. Design shoring systems by qualified person competent in structural design when used for equipment access.

3. Install sheeting tight against excavation walls to prevent soil movement.

4. Brace shoring systems adequately to resist earth and surcharge loads.

5. Maintain shoring systems in good condition throughout excavation period.

D. Safety

1. Install protective systems for all excavations over 5 feet deep per OSHA 29 CFR 1926.652

2. Provide safe egress (ladder or ramp) for excavations over 4 feet deep within 25 feet of workers per OSHA requirements.

3. Test atmosphere in excavations over 4 feet deep for oxygen content and hazardous gases per OSHA 29 CFR 1926.651(g).

4. Maintain excavation free of standing water unless approved by Engineer for underwater construction methods.

5. OSHA competent person shall inspect excavations daily and after weather events producing 0.5 inches or more of rainfall.

E. Utility Clearances

a. Maintain minimum clearances from existing utilities as specified by Section *330505 Buried Piping Installation.*

3.4 BEDDING INSTALLATION

A. Place bedding material to thickness and configuration as shown on drawings.

B. Level and compact bedding to provide uniform support for utilities.

C. Shape bedding to accommodate pipe haunches and maintain specified clearances.

D. Maintain bedding free of debris, oversized materials, and deleterious substances.

3.5 BACKFILL PROCEEDURES

A. Backfill Zones

1. Initial backfill: Place and compact material around pipe haunches by hand.

2. Structural zone: As shown on drawings or from pipe spring line to 12 inches above pipe when not specified.

3. Final backfills: Complete backfill to finished grade as shown on drawings.

B. Placement and Compaction

1. Maximum lift thickness: 8 inches for mechanical compaction, 4 inches for hand compaction.

2. Compaction requirement: 95% Standard Proctor density unless otherwise specified.

3. Moisture content: Maintain within ±2% of optimum moisture content.

3.6 TESTING AND QUALITY CONTROL

A. Testing Frequency

1. One density test per 300 linear feet of trench minimum.

2. One test per 2-foot depth interval in each backfill zone.

3. Minimum one test per day of backfill operations.

4. Additional testing for areas of questionable compaction.

5. Engineer can request additional densities at the expense of the Contractor.

B. Testing Methods

1. Nuclear density gauge method per ASTM D2922.

C. Documentation and Reporting

1. Provide certified test results within 24 hours.

2. Include location, elevation, density, moisture content, and percent compaction.

3. Testing shall be performed by independent certified testing laboratory acceptable to Engineer.

3.7 CORRECTIVE MEASURES

A. Re-compact and re-test areas not achieving specified density requirements.

B. Remove and replace unsuitable backfill materials as directed by Engineer.

C. Adjust moisture content and re-compact if density failure due to moisture conditions.

D. All corrective work shall be at Contractor's expense and shall not delay project completion.

3.8 SURFACE RESTORATION

A. Paved Areas

1. Restore base course and pavement to match existing conditions.

2. Compact base materials to specified density before paving.

3. Maintain proper transitions and drainage patterns.

B. Landscaped Areas

1. Replace topsoil to original depth and quality.

2. Restore final grade to match existing drainage patterns.

3. Re-establish vegetation as specified in landscape plans.

4. Contractor will be responsible for restoring the area to its existing condition or better, unless specified otherwise in the drawings.

C. Temporary Surfaces

1. Provide safe and stable temporary surfaces for vehicular and pedestrian traffic.

2. Maintain temporary surfaces until permanent restoration is completed.

END OF SECTION 332333

SECTION 312500 – EROSION AND SEDIMENTATION CONTROLS

PART 1 - GENERAL

1.1 SCOPE OF WORK

A. Temporary erosion and sedimentation control during construction.

1.2 QUALITY ASSURANCE

A. REFERENCE STANDARDS:

1. EPA Construction General Permit (CGP) requirements

2. ASTM D6566 - Standard Test Method for Tensile Properties of Geotextiles by the Strip Method

3. ASTM D4632 - Standard Test Method for Grab Breaking Load and Elongation

4. Florida Department of Environmental Protection Rule 62-25.020 - Antidegradation Implementation

5. Florida Erosion and Sediment Control Designer and Reviewer Manual

B. REFERENCED SPECIFICATIONS

a. *013323 Shop Drawings, Product Data, and Samples*

b. *017836 Warranties*

c. 312333 Trenching and Backfilling

d. 312319 Dewatering

1.3 QUALIFICATIONS

A. Erosion control contractor shall have experience in construction site erosion control.

B. Personnel responsible for SWPPP implementation shall be certified in erosion and sediment control.

1.4 SUBMITTALS

A. Electronic Copies shall be submitted to the Engineer for approval prior to construction. Submission shall include:

1. Stormwater Pollution Prevention Plan (SWPPP) per Florida DEP requirements.

2. Notice of Intent (NOI) for Florida Generic Permit for Stormwater Discharge from Construction Activities.

3. Product data sheets for all erosion control materials and specifications.

B. The Contractor shall obtain all required stormwater discharge permits and regulatory approvals.

1.5 INSPECTION AND TESTING

A. The Engineer, and Owner reserves the right to reject all erosion control devices fails to comply with the specified requirements.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Temporary Erosion Control

1. Silt fence fabric: Geotextile meeting ASTM D4632 requirements

2. Erosion control blankets: Biodegradable or synthetic as appropriate

3. Sediment control devices: Compressed biodegradable material or manufactured inserts

4. Temporary seeding: Fast-germinating annual grasses

B. Sedimentation Control

1. Bales: clean, seed free cereal hay type.

2. Silt fence fabric: Geotextile meeting ASTM D4632 requirements

3. Filter stone: crushed stone conforming to Florida Dept. of Transportation specifications.

4. Concrete block: hollow, non-load-bearing type.

PART 3 - EXECUTION

3.1 EROSION CONTROL

A. Minimum procedures for grassing shall be:

1. Slopes to a depth of not less than six inches and remove large clods, rock, stumps, roots larger than 1/2 inch in diameter and debris.

2. Sow seed within twenty-four (24) hours after the ground is scarified with either mechanical seed drills or rotary hand seeders.

3. Apply mulch loosely and to a thickness of between 3/4-inch and 1-1/2 inches.

4. Apply netting over mulched areas on sloped surfaces.

5. Roll and water seeded areas in a manner which will encourage sprouting of seeds

3.2 SEDEMENTATION CONTROL

A. The Contractor shall install and maintain silt dams, traps, barriers, and appurtenances as shown on the drawings. Deteriorated hay bales and dislodged filter stone shall be replaced by the Contractor at his expense.

3.3 PERFORMANCE

A. The Contractor, at his own expense, shall immediately take whatever steps are necessary to correct any deficiencies of the temporary erosion and sediment control measures employed if they fail to produce results or do not comply with the requirements of the State or any other federal, governmental or regulatory agency.

END OF SECTION 312500

SECTION 320117 – FLEXIBLE PAVING REPAIR

PART 1 - GENERAL

1.1 SCOPE OF WORK

A. This specification includes but is not limited to all labor, materials, and equipment required for the cutting, removal, replacement, and restoration of flexible asphaltic pavement disturbed by pipeline construction, maintenance, or repair. Work includes excavation, backfilling, base preparation, asphalt paving, surface restoration, compliance testing, and final acceptance, as shown in or indicated on the Drawings, specified herein, and as listed in this contract.

1.2 QUALITY ASSURANCE

A. REFERENCE STANDARDS:

1. DOT Standard Specifications for Road and Bridge Construction (Latest Edition)

2. DOT Flexible Pavement Design Manual (Latest Edition)

3. ASTM STP807-EB - Properties of Flexible Pavement Materials

4. ASTM STP23365S – Surface Smoothness Evaluation and Specifications for Flexible Pavements

5. ASTM D692 – Coarse Aggregate for Asphalt Paving Mixture

6. ASTM D1073 – Fine Aggregate for Asphalt Paving Mixtures

7. ASTM D242 – Mineral Filler for Asphalt Mixtures

8. ASTM D6373 – Performance-Graded Asphalt Binder

9. ASTM D3910 – Design and Construction of Asphalt Surface Treatments

10. ASTM D7000 – Sweep Test for Emulsified Asphalt Surface Treatment Samples

11. ASTM D6307 – Asphalt Content of Asphalt Mixture by Ignition Method

B. REFERENCED SPECIFICATIONS

a. *013323 Shop Drawings, Product Data, and Samples*

b. *017836 Warranties*

c. 312333 Trenching and Backfilling

1.3 QUALIFICATIONS

A. All base courses, subbases, flexible pavement repair material, asphalt mixes, tack coat, and related products shall be furnished by a manufacturer who is fully experienced, reputable, and qualified in the manufacture of the items to be furnished.

1.4 SUBMITTALS

A. Electronic Copies shall be submitted to the Engineer for approval prior to construction. Submission shall include asphalt material, base courses, primer and coating, names of suppliers, manufacturer's certification of compliance to reference standards, shop drawings for all pavement repair, and calculations (if applicable).

B. The Contractor shall furnish an Affidavit of Compliance certified by the asphalt manufacturer that items furnished under this Contract comply with all applicable provisions of current Department of Transportation (DOT) ASTM Standards and these Specifications. No material will be accepted for use in the work on this project until the Affidavit has been submitted and approved by the Engineer.

C. See the specification *Section 013323 Shop Drawings, Product Data, and Samples* for additional details.

1.5 INSPECTION AND TESTING

A. The Engineer reserves the right to sample and test any asphalt material after delivery and to reject all asphalt material represented by any sample which fails to comply with the specified requirements.

a. See the Specification *312333 Trenching and Backfilling* for additional details.

1.6 WARRANTY AND ACCEPTANCE

A. See specification *Section 017836 Warranties* for additional details.

PART 2 - PRODUCTS

2.1 EQUIPMENT

A. The milling machine shall be capable of maintaining a depth of cut and cross slope that will achieve the results specified in the Drawings and Specifications.

B. The milling machine shall be equipped with a built-in automatic grade control system that can control the transverse slope and the longitudinal profile to produce the specified results.

C. Any commercially manufactured milling machine meeting the above requirements will be approved to start the project. If it becomes evident after milling has started that the milling machine cannot consistently produce the specified results, the milling machine will be rejected for further use.

D. When milling to lower the grade adjacent to existing curb or other areas where it is impractical to use the above described equipment, the use of a smaller milling machine will be permitted.

E. The milling machine shall be equipped with means to effectively limit the amount of dust escaping the removal operation.

F. For complete pavement removal, the use of alternate removal and crushing equipment, in lieu of the equipment specified above, may be approved by the Engineer.

2.2 SUBBASE

A. The materials used should be high bearing value soil, sand-clay, ground limestone, crushed lime rock, coquina, or any other material suitable for stabilization. Muck shall not be used.

2.3 BASE COURSE

A. The base course material used shall be that specified in the Drawings or Contract Documents. If no base material is specified, limerock shall be used, unless otherwise indicated. All base material shall be approved by the Engineer and supplied by the Contractor.

B. The lime rock base material shall have a minimum of seventy percent (70%) carbonates, calcium and magnesium and no more than three percent (3%) water sensitive clay. The liquid limit shall not exceed 35 and the plastic index shall not exceed 10. The average LBR value of the material shall be no less than 100, nor be large amounts of extremely hard pieces of clay pockets.

C. Soil-cement base shall be composed of a combination of soil and Portland cement uniformly mixed, moistened, compacted, finished, and cured. The soil shall be either existing in-place material or that brought from borrow locations. All soil must meet the requirements set forth in FDOT Standards and Specifications for Road and Bridge Construction Latest Edition. The cement used shall be Portland cement Type I or I-P and water shall be free from any substances deleterious to hardening of the soils-cement mixture.

1. The soil-cement mixture shall be proportioned in accordance with a design mix prepared by a testing laboratory and approved by the Owner/Engineer. The design mix shall be submitted for approval at least thirty (30) calendar days prior to beginning of soil-cement construction. The cement content shall be expressed in percentage of dry weight of the soil. Rate of application shall be based on the maximum density of the soil, determined in accordance with AASHTO T 99 and a thickness one (1) inch greater than the base course thickness shown on the plans.

D. Asphalt base courses shall have a bituminous material content of asphalt cement, viscosity Grade AC-20 or AC-30, meeting the requirements of FDOT Standards and Specifications for Road and Bridge Construction, latest Edition. The bituminous mixture shall be composed of a combination of aggregate, bituminous material. The job mix formula, as established by the Contractor, must be approved by the Engineer. The asphalt base mix shall be within the design ranges specified for mix Type ABC-3 or S-II, (Use of any other mix is subject to the approval of the Owner/Engineer.). The constituents of the mixture shall be combined to produce a mixture having Marshal properties within the limits of Appropriate Table of the FDOT Standards and Specifications for Road and Bridge Construction, latest Edition.

E. Coquina shell used in the base course shall have an organic material of not greater than one-half percent (0.5%) or contain significant quantities of sand or other impurities which would prevent bonding. At least ninety-seven percent (97%) of the coquina used shall pass through a three and one-half (3.5) inch ring.

F. Recycled concrete aggregate used in the base course shall conform to Appropriate Section, graded aggregate base, of the latest revision of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction.

2.4 PRIME AND TACK COATS

A. Bituminous prime coats shall be applied to previously prepared bases. Bituminous tack coats shall be placed on existing paved surfaces and between successive lifts of asphalt material.

B. The prime coat shall be Cut-back asphalt Grade RC-70 or RC-250; Emulsified Asphalt Grades SS-I , CSS-I, SS-1H or CSS-1H diluted in equal proportion with water or other types and grades of bituminous material specified or approved by the Owner/Engineer.

C. The tack coat shall be RA-500 heated to a temperature of 250°F to 300°F. For undiluted Emulsified Asphalt, Grades RS-1 or RS-2 heated to a temperature of 140°F to 180°F.

D. A cover material must be placed on the prime coat to ensure that the prime coat remains intact until the surface course is placed.

2.5 ASPHALT SURFACE

A. The bituminous wearing surface applied shall be that specified in the Drawings or Contract Documents. If no asphalt mix is specified, Type SP-9.5 Super Pave asphaltic concrete shall be used as the paving material, unless otherwise indicated.

B. The asphaltic mixture shall be transported to the site at a temperature of 300°F to 350°F. Mixtures that have cooled below 270°F will be rejected. The mix temperature will be taken on the first five loads each day and on an average of once every five (5) loads thereafter.

C. The Contractor is entirely responsible for producing a homogenous mixture, free from moisture and with no segregated materials, and meeting all requirements of the Specifications for the mixture. Prior to the production of any asphalt paving mixture, the Contractor shall submit, in writing, a proposed job mix formula, at least two (2) weeks prior to the beginning of any paving activities. All requests for design mix adjustments, redesigns and new design mixes will be submitted, in writing, to the Engineer.

PART 3 - EXECUTION

3.1 SUBBASE

A. Prior to installation of base material, the area shall be graded to within two tenth (0.2) feet, and soft, spongy or mucky material removed. Sufficient stabilizing material shall be cut in to achieve a Florida Bearing Value (FBV) in excess of 75 psi or lime rock bearing ratio (LBR) greater than 40 pounds at a minimum density of ninety-eight percent (98%) of a maximum density as defined and measured in AASHTO T 180 (Modified Proctor), to a six-inch minimum depth.

B. Density test for subbase materials shall be taken at 300-foot intervals and around structures as required. If compaction procedures allow testing requirements may be reduced at the Engineer's discretion.

3.2 BASE COURSE

The base course shall be constructed on the prepared subgrade, in accordance with the Specifications and Drawings. All base material shall be placed in accordance with the lines, grades, notes, and typical cross sections shown on the plans. Any deviation from the Drawings is subject to the approval of the Engineer. Any deviations not approved by the Engineer shall be repaired to the satisfaction of the Engineer at no expense to the Owner.

A. LIMEROCK BASE

1. Lime rock base shall be spread by mechanical spreaders, equipped to produce an even distribution with a uniform thickness. When the specified compacted thickness of the base is greater than six inches, the base shall be constructed in two (2) courses. The thickness of the first course shall be one-half the total thickness of the finished base. After spreading is completed, the entire surface shall be scarified and shaped so as to produce the required grade and cross section after compaction. If two (2) courses are required, each lift shall be prepared as previously described. Prior to spreading of the upper course, density tests will have been taken for the lower and determined to be satisfactory.

2. All materials shall be compacted to a density of not less than ninety-eight percent (98%) of maximum density as determined by AASHTO T 180. Density tests shall be taken in at least three locations on each day's final compaction of each course. Density determinations shall be made at more frequent intervals, at no extra cost, if deemed necessary by the Engineer.

3. The finished surface of the base course shall be checked with a template cut to the required crown and a 15-foot straight edge laid parallel to the center line of the road. All irregularities greater than one-quarter (1/4) inch shall be corrected to the satisfaction of the Engineer.

4. The base material shall extend at least 12 inches outside the edge of the finished paved surface, unless otherwise indicated. Thickness of the base shall be measured at 200-foot intervals at various points in the cross section. Where the compacted thickness is deficient by one-half (1/2) inch or more, the Contractor shall correct the deficiency by scarifying and adding rock for a distance of 100 feet in each direction from the edge of the deficient area. The required thickness, compaction and cross section will then be achieved.

5. Prime coat shall be applied only when the base meets the specified density and the moisture content in the top half of the base does not exceed ninety percent (90%) of the optimum moisture of the base material.

B. SOIL CEMENT BASE

1. Soil-cement mixing shall be either mixed-in-place or a central plant mix.

2. If mixed-in-place, the entire width of the base shall be processed in a single operation, where possible. The specified quantity of cement shall be applied at the required rate by means of an approved method. Mixing will begin within sixty (60) minutes after the cement has been applied. Processing may be to full depth in one (1) course, provided that the satisfactory distribution of cement, water, soil and the specified density can be obtained. If not, construction shall be in courses of such thickness to obtain satisfactory results.

Adequate bonding between courses must be achieved. After mixing soil and cement, additional water shall be added, if necessary. After all mixing water has been applied, mixing shall continue until a uniform mixture has been obtained. Excessive concentrations of water shall be avoided.

3. Central plant mixtures shall have been mixed for at least thirty (30) seconds. The mixture shall be placed on the moistened subgrade in a uniform layer by an approved spreader. The layer of soil-cement shall be of uniform thickness and surface contour. The completed base will conform to the required grade and cross section.

4. Compaction of the soil-cement mixture shall begin immediately after mixing is complete. The optimum moisture content and maximum density shall be determined in the field by the methods described in AASHTO T 143. The base shall be compacted to not less than ninety-five percent (95%) of the maximum density. The soil-cement mix design shall be 350 psi at 28 days, unless otherwise indicated, and moisture content and density tests shall be taken every 300 lineal feet to a minimum depth of six inches.

5. After compaction, the surface shall be shaped to the required lines, grades and cross section. The moisture content of the surface material shall not be more than two percent (2%) less than the specified optimum moisture content during finishing operations. The finished surface shall be smooth, dense, and free of compaction planes, cracks, ridges and loose material.

6. Construction joints shall be formed by cutting back in the completed work to form a true vertical face. The vertical face shall be a straight transverse line perpendicular to the centerline of the roadway.

7. The finished surface of the base shall be tested with a template and a 15-foot straight edge. All irregularities greater than one-quarter (1/4) inch shall be corrected to the satisfaction of the Engineer.

8. The finished surface shall be kept continuously moist until the surface is treated with either cut-back asphalt, Grade RC-70 applied at 0.15 to 0.20 gallons per square yard; or a mixture of emulsified asphalt and water applied at a rate of 0.20 of 0.25 gallons per square yard. If the Engineer deems it necessary, the surface shall be sanded using 10 pounds of clean sand per yard.

9. Soil cement base shall have a minimum compressive strength of 300 psi at 7 days, or as required by FDOT Section 270 and ASTM D1633 for strength testing and curing requirements.

10. Contractor shall determine when a soil cement base is necessary; conditions may include poor subgrade, high water table, excessive moisture, or for a more of durable base. etc.

C. ASPHALT BASE COURSE

1. Asphalt base courses shall be applied in accordance with FDOT Standards and Specifications for Road and Bridge Construction, Appropriate Section. The job mix formula approved for the project shall be used. Any deviation from the approved mix must be submitted to the Engineer and approved before being implemented.

2. The base course material shall be placed with an approved paving machine. A motor grader may be required if a leveling course is needed. The base mix may be placed when the air temperature is at least 40°F and rising, provided that the sub-grade is not frozen or affected by frost.

3. A paver, equipped with automatic screed control, shall be used for all machine-laid courses. The automatic joint matcher shall be used on the top course of the base after the first pass with a paving machine. All mixtures shall be laid by the string line method, with the exception of areas adjacent to curb and gutter or other true edges. The temperature of the mix shall be between 300°F and 350°F. Any mixture caught by rain in transit may be laid at the Contractor's own risk; if removal and replacement is required, it shall be at the expense of the Contractor. In no case shall the mixture be spread when rain is falling or when there is water on the surface to be covered. The layer thickness for asphalt concrete structure courses shall match those listed in the table below.

D. RECYCLED BASE COURSE

1. Recycled concrete base course shall be transported, spread compacted and finished per Appropriate Section, of the latest revision of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction.

2. The depth of all layers shall be checked every 50 feet. A tack coat, as specified, will be required on existing pavements to be overlaid with an asphalt mix and between successive layers of all asphalt mixes.

E. SHELL BASE MATERIAL

1. Shell base material shall be constructed on the prepared subgrade in accordance with these Specifications and in conformity with the lines, grades and cross sections shown on the plans. The shell base shall be spread uniformly and evenly; during spreading operations the shell shall be thoroughly saturated with water.

2. After spreading the shell shall be compacted, with water being added as required, until the required density is obtained. Compaction and density shall be as required for lime rock base, except that the testing methods shall be modified in the laboratory and in the field. At least three (3) density determinations shall be made on each day's final compaction operations.

3. Upon completion of initial compaction, the entire surface shall be scarified and shaped to exact crown and cross section. The base shall then be re-watered and compacted to the required density. The finished surface shall be tested with a template and 15-foot straight edge. All irregularities greater than one-quarter (1/4) inch shall be corrected to the satisfaction of the Engineer. The prime coat shall be applied after the base meets all density and finish requirements.

3.3 ASPHALT SURFACE

A. The asphalt wearing surface shall be constructed on the prepared base in accordance with the Drawings and Specifications and in conformity with the indicated lines, grades, and cross sections. If no asphalt mixture is indicated, the specified mixture shall be Type SP-9.5 Super

Pave Asphaltic Concrete. A job mix formula shall be submitted to the Owner/Engineer for approval at least two (2) weeks prior to the application of paved surfaces.

B. The mixture shall be spread only when the base is clean, dry, properly cured, and approved by Engineer. The temperature shall be at least 40°F and rising. No paving operations will be permitted if it is raining, or rain is imminent. The mix shall be between 270°F and 350°F.

C. The asphalt mixture shall be spread with an approved paving machine to the required width and depth. All mixes, except those adjacent to curb and gutter, shall be laid according to the string line method. The depth of each layer shall be checked every 50 feet.

D. The mixture shall be compacted to its final depth, no less than one and one-quarter (1-1/4) inch and thicker if so indicated. Compaction and layering procedures specified for asphalt base courses shall apply to surface courses. All testing and density requirements will also apply.

E. When laying operations are interrupted, a transverse joint shall be constructed by cutting back on the previous run to expose the full depth of material. Longitudinal joints are to be sloped or rolled over and sealed. When the adjacent strip is constructed, the edge shall be trimmed back to expose the unsealed face. All longitudinal construction joints shall be offset six (6) inches to 12 inches laterally between layers.

F. When fresh mixture is laid against transverse or longitudinal joints, it shall be placed in contact to produce an even, well compacted joint after rolling.

G. The finished surface shall be tested with a template and 15-foot rolling straight edge. Any irregularities shall be repaired to the satisfaction of the Owner/Engineer. The surface shall be of uniform texture and compaction. No sand spots, ripples, or loosened portions shall be evident. No traffic shall be allowed onto the finished surface until it is deemed acceptable by the Engineer.

3.4 COMPACTION

A. After the asphalt mixture has been spread to the proper lines, grades, and cross sections, compaction operations may begin. The Contractor shall establish rolling procedures and submit their sequence of compaction operations to the Owner/Engineer for approval. The equipment used may include, but is not committed to steel-wheeled rollers, pneumatic tired rollers, and vibratory rollers. Areas which are inaccessible to a roller shall be compacted by the use of hand tamps or other satisfactory means. An entire sequence of compaction operations shall be performed for each layer of applied material, density determinations shall also be made.

B. The in-place density of each course shall be determined through core samples and the nuclear backscatter method. A core sample of a representative paving section shall be taken for each day's production of paved surface; backscatters shall be taken every 30 feet at various locations in the cross section. Additional testing around manholes or other structures may be required.

C. Testing and density requirements shall not apply to the following construction activities: Asphalt patching courses, leveling and intermediate course less than one (1) inch thick, overbuild courses less than one (1) inch thick and open graded friction courses.

3.5 CURING COAT

A. During the period when finishing and surface corrosion of the soil-cement base are being accomplished, the surface of the base shall be kept continuously moist by sprinkling as necessary. As soon as deemed practicable, the curing seal shall be applied to the soil-cement base. The curing seal shall consist of Emulsified Asphalt Grade SS-I or SS-1H, diluted in equal proportion with water, and be applied at the rate of 0.15 to 0.30 gallons per square yard.

B. The actual rate of application shall be as directed and shall provide complete coverage without excessive runoff. At the time the bituminous material is applied, the soil-cement surface shall be dense and free of all loose and extraneous material and shall contain sufficient moisture to prevent excessive penetration to the bituminous materials.

C. Should it be necessary to allow construction equipment or other traffic to use the completed base before the bituminous material has cured sufficiently to prevent pickup or displacement; the bituminous material shall be sanded, using approximately 10 pounds of clean sand per yard.

3.6 EXCAVATION, ALIGNMENT AND GRADE

A. Trench excavation and backfill shall be in accordance with specification *Section 312333 Trenching and Backfilling.*

3.7 COMPLIANCE TESTING

A. Minimum material load testing requirements:

1. Backfill & Base: Minimum one density test per lift per 50 feet of trench.

2. Asphalt: One nuclear density per 500 square yards per lift.

3. Additional testing may be required by the Engineer. Areas failing to meet density requirements shall be reworked and retested until compliance is achieved.

4. Tests repeated because the sub-grade or base does not meet specified compaction shall be at the Contractors expense.

END OF SECTION 320717

SECTION 32 16 13.13 – CAST-IN-PLACE CONCRETE CURBS AND GUTTERS

PART 1 - GENERAL

1.1 SCOPE OF WORK

A. This section includes all labor, materials, equipment, and incidentals required to install cast-in-place concrete curbs and gutters as indicated on the project drawings and specified herein.

1.2 QUALITY ASSURANCE

A. REFERENCE STANDARDS:

1. Florida Department of Transportation (FDOT) Standard Specifications for Road and Bridge Construction.

2. ASTM C33/C33M: Standard Specification for Concrete Aggregates

3. ASTM C94/C94M: Standard Specification for Ready-Mixed Concrete.

4. ASTM C150: Standard Specification for Portland Cement.

5. ASTM C-143: Standard Test Method for Slump of Hydraulic-Cement Concrete

6. ASTM C172: Standard Practice for Sampling Freshly Mixed Concrete

B. REFERENCED SPECIFICATIONS

a. *013323 Shop Drawings, Product Data, and Samples*

b. *017836 Warranties*

c. 033000 Cast In Place Concrete

1.3 SUBMITTALS

A. All materials specified shall be certified by the producer or manufacturer that the furnished material meets the specific requirements of the Specifications. Concrete mix designs shall be submitted for approval prior to placement.

1.4 INSPECTION AND TESTING

A. The Engineer reserves the right to sample and test any concrete material after delivery and to reject all concrete and related material represented by any sample which fails to comply with the specified requirements.

B. The Engineer reserves the right to reject any work failing to comply with specifications.

C. See the specification *Section 033000 Cast-in-Place Concrete* for additional details.

1.5 WARRANTY AND ACCEPTANCE

A. See specification *Section 017836 Warranties* for additional details.

PART 2 - PRODUCTS

2.1 MATERIALS

A. PORTLAND CEMENT

1. Shall comply with the standard specifications for Portland Cement, ASTM C-150, Type II, or Type III (high-early), where indicated on Drawings.

B. CONCRETE AGGREGATE

1. Maximum size of aggregate shall not exceed one fifth of the narrowest dimension between reinforcing bars.

2. Shall conform to standard specifications for concrete aggregate, ASTM Designation C-33 or ASTM C-330.

C. COARSE AGGREGATE

1. Coarse aggregate shall consist of hard, tough, durable components free from adherent coatings and vegetable matter, and shall not contain soft, friable, thin or elongated particles in quantities considered deleterious by the Engineer. Coarse aggregate shall be properly graded from fine to coarse to produce concrete of desired strength, density, and workability. The source, composition, quality, and gradation of the coarse aggregate shall be subject to the approval of the Engineer. Samples of the coarse aggregate shall be furnished together with certified copies of the gradation and analysis from a recognized testing laboratory.

D. JOINTING MATERIALS

1. Expansion Joint Filler: Preformed, non-extruding bituminous fiberboard, ASTM D1751, or closed-cell flexible foam, ASTM D1752, ½" thick unless noted otherwise.

2. Sealant: Hot-poured rubber asphalt, ASTM D3405, or silicone-based sealant, ASTM D5893.

3. Bond Breaker/Joint Backer Rod: Closed-cell polyethylene foam, ASTM D5249, sized 25-50% larger than joint width.

E. WATER

1. Water shall be clean and free from oil, acids, alkalis, organic materials or other injurious substances.

F. REINFORCEMENT

1. Reinforcing Bars: ASTM A615, Grade 60, deformed bars of USA manufacture.

2. Welded Wire Fabric: ASTM A185, gauges, spacing, and dimensions as indicated.

3. Tie Wire: 16 gauge minimum, black, soft annealed.

G. FORM WORK

1. Forms shall be wood or metal, and of sufficient depth to match the curb/gutter section.

2. Forms should be rigid enough to resist deformation under vibration and concrete pressure.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Site Preparation: The subgrade shall be prepared and compacted to the lines, grades and cross-sections shown on the drawings.

B. Curbs

1. Typical dimensions for curb face are 6-8” above gutter, gutter width 18-24”, curb thickness 6-8”.

2. Provide a minimum 2% cross slope (1/4” per foot) toward the gutter for drainage.

3. In accordance with Section 520 of the FDOT Standard Specifications, latest revision.

C. Gutters

1. Cross slope should match adjacent pavement, not less than 2%.

2. Longitudinal slope should be less than or equal to 0.5% to prevent ponding.

3. Valley Gutter: Thickness of the lip shall be 6”, unless otherwise specified in drawings.

4. All installations should be in accordance with Section 520 of the FDOT Standard Specifications, latest revision.

D. Joints

1. Joints shall align with adjoining pavement joints where applicable.

2. Provide full-depth, full-width expansion joints at maximum 50 ft spacing, and at curb returns, driveways, sidewalks, and where curbs/gutters meet fixed structures.

3. For curb, gutter and curb & gutter provide 1/8” - 1/4” contraction joints at 10’ centers (max.). Contraction joints adjacent to concrete pavement on tangents and flat curves are to match the pavement joints, with intermediate joints not to exceed 10’ centers.

4. Interface Joints: ½” expansion joint required between new work and adjoining sidewalks, driveways, ramps, or pavement.

5. Expansion joint preformed joint filler and joint seal are required between curbs and concrete pavement only.

6. Refer to FDOT Concrete Curb and Gutter Index Curb, gutter and curb & gutter expansion joints shall be in accordance with Section 520 of the FDOT Standard Specifications.

E. Form Work

1. Stake and brace to line and grade, preventing deflection or settlement.

2. Apply a uniform coat of form oil or release agent before placing concrete.

3. Forms shall remain in place for at least 12 hours after concrete placement.

F. Placement

1. Place concrete continuously between joints to avoid cold joints.

2. Consolidation shall be by hand rodding or mechanical vibration, ensuring that the concrete flows evenly around reinforcement, dowels, and into corners of forms.

G. Finishing

1. Rodding or vibration techniques shall be used to eliminate voids/honeycombing.

2. Finish with a light broom texture for slip resistance Edges should be neatly rounded with ½" radius.

H. Curing

1. After finishing operations have been completed and immediately after the free water has left the surface, completely coat and seal the surface of the concrete (and sides if slip-forming is used) with a uniform layer of white membrane curing compound. Do not thin the curing compound. Apply the curing compound at the rate of one gallon per 200 square feet of surface.

2. Concrete shall be cured for a minimum of 7 days to achieve the required strength and durability. Curing shall be performed in a manner that prevents a rapid loss of moisture from the concrete surface.

3.2 COMPLIANCE TESTING

A. Surface Finish/Consolidation: Ensure vibration or rodding eliminates voids/honeycombing and finished texture is smooth.

B. After all repair and restoration or paving has been completed, all excess asphalt, dirt, and other debris shall be removed from the roadways. All existing storm sewers and inlets shall be checked and cleaned of any construction debris.

C. Tests repeated because the concrete does not meet specified standards shall be at the Contractors expense.

3.3 FIELD QUALITY CONTROL

A. Upon completion of the work, the Contractor shall remove all construction debris and surplus materials from the site. The area shall be left in a clean and orderly condition. All storm sewers and drainage inlets shall be checked and cleared of any construction-related debris.

END OF SECTION 32 16 13.13

SECTION 321633 - DRIVEWAYS

PART 1 - GENERAL

1.1 SCOPE OF WORK

A. The specification includes, but it is not limited to all materials, equipment, permits and inspections required for the removal or installation of concrete driveways, including driveway aprons, and approaches. Work includes excavation, backfilling, base preparation, concrete driveway installation, surface restoration, compliance testing, and final acceptance, as shown in or indicated on the Drawings, specified herein, and as listed in this contract.

1.2 QUALITY ASSURANCE

A. REFERENCE STANDARDS:

1. Florida Department of Transportation (FDOT) Standard Specifications for Road and Bridge Construction.

2. FDOT Design Standard and Indexes.

3. ASTM F1637-21 – Standard Practice for Safe Walking Surfaces

4. ASTM C150 – Standard Specification for Portland Cement

5. ASTM C94 – Standard Specification for Ready-Mixed Concrete

6. ASTM C172 – Standard Practice for Sampling Freshly Mixed Concrete

7. ASTM C143 – Standard Test Method for Slump of Hydraulic-Cement Concrete

8. ASTM C309 – Standard Specification for Liquid Membrane-Forming Compounds for Curing Concrete

9. ASTM C1059 – Standard Specification for Latex Agents for Bonding Fresh to Hardened Concrete

10. ASTM D1557 – Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Modified Effort

11. ASTM D994 – Standard Specification for Preformed Expansion Joint Filler for Concrete

12. ASTM D1190 Standard Specification for Concrete Joint Sealer, Hot-Applied Elastic Type

13. AASHTO T180 – Standard Method of Test for Moisture

B. REFERENCED SPECIFICATIONS

a. *013323 Shop Drawings, Product Data, and Samples*

b. *017836 Warranties*

c. 033000 Cast-in-Place

C. All concrete shall be installed by a single Contractor who is fully experienced, reputable, and qualified in the manufacture of the items to the furnished.

1.3 SUBMITTALS

A. Electronic Copies shall be submitted to the Engineer for approval prior to construction. Submission shall include concrete driveway mix, names of suppliers, manufacturer's certification of compliance to reference standards, and calculations (if applicable).

B. The Contractor shall furnish an Affidavit of Compliance certified by the concrete manufacturer that items furnished under this Contract comply with all applicable provisions of current AWWA and ASTM Standards and these Specifications. No concrete or other materials will be accepted for use in the work on this project until the Affidavit has been submitted and approved by the Engineer.

C. See the specification *Section 013323 Shop Drawings, Product Data, and Samples* for additional details.

1.4 INSPECTION AND TESTING

A. The Engineer reserves the right to sample and test any concrete material after delivery and to reject all concrete and related material represented by any sample which fails to comply with the specified requirements.

B. The Engineer reserves the right to reject any work failing to comply with specifications.

C. See the specification *Section 033000 Cast-in-Place Concrete* for additional details.

1.5 HANDLING AND STORAGE

A. The Contractor shall inspect all materials upon delivery to determine if any of the material has defects. All materials found during the inspection with defects, will be rejected by the Engineer.

1.6 WARRANTY AND ACCEPTANCE

A. See specification *Section 017836 Warranties* for additional details.

PART 2 - PRODUCTS

2.1 WATER

A. Water shall be clean and free from oils, acids, alkalis, organic materials or other injurious substances.

2.2 SUBBASE

A. The materials used should be high-bearing-value soil, sand-clay, ground limestone, crushed lime rock, coquina, or any other material suitable for stabilization. Muck shall not be used.

2.3 COARSE AGGREGATE

A. Must be clean, durable and free of clay lumps, organic matter or excessive fine particles.

B. Crushed stone or gravel conforming to ASTM C33.

C. Grading must be Size No. 57 conforming to ASTM C33 for six (6) – eight (8) inches thick driveways.

2.4 BASE COURSE

A. Should be made of crushed stone/limestone or gravel.

B. Recycled materials: Crushed recycled concrete and recycled asphalt pavement.

2.5 FORM WORK

A. Lumber: Douglas Fir or Larch, No. 2 grade, seasoned and surfaced on four sides.

B. Plywood: Plyform, Class 1, BB-Exterior type, mill oiled, and edge sealed, with thickness not less than 3/4-inch.

C. Medium Density Overlay (MDO) Plywood Forms: PS-1, B-B High Density Concrete Form Overlay, Class I, unoiled.

1. Butt form panels, make contact surface fully flush and seal butting holes with sponge form tape. Chamfer edges of beams and ceilings.

2. Where MDO plywood is used to form beams, do not use MDO plywood that has been patched or damaged.

D. Drip Forms: Varnished ponderosa pine or equally rigid non-staining plastic, 2-inch wide on each leg.

E. Steel Forms. Uncoated steel, 3/16-inch minimum thickness, fabricated to close tolerances, protected only by the specified release agent, braced so as not to bend, dent, or dimple under wet concrete load, vibrator impact, and tool impact. Maintain steel form in rust-free condition by use of steel wood and light grinding, followed by coats of specified release agent. Use forms that can be adjusted into true alignment without stops or ridges.

F. To be of wood or metal, and at least 4” greater than the concrete slab.

G. Forms shall be rigid enough to resist deformation under vibration and concrete pressure.

2.6 CONCRETE & DRIVEWAY MATERIALS

A. Portland Cement in accordance with ASTM C150.

B. Ready-Mixed Concrete in accordance with ASTM C94.

C. Concrete driveway thickness will be a minimum of six (6) inches thick, unless specified otherwise in the drawings.

D. Sand/Cement Setting Bed: Three (3) parts sand to one (1) part Portland Cement by volume and thoroughly dry mixed mechanically.

E. See the specification *Section 033000 Cast-in-Place Concrete* for additional details.

2.7 JOINTS & SEALANTS

A. Contraction joints: Allows control of concrete cracking due to shrinkage after curing.

B. Expansion Joints: Prevents stress transfer and allows thermal movement.

C. Joint Sealant: Hot poured or elastomeric sealant in accordance with ASTM D1190.

D. Concrete bonding adhesive in accordance with ASTM C1059.

2.8 CURING COMPOUNDS

A. White membrane curing compound to conform to ASTM C309.

PART 3 - EXECUTION

3.1 FIELD LAYOUT AND MODIFICATION

A. The Contractor shall be responsible for construction layout stakes and/or offsets required to complete the design. The Contractor shall coordinate with the Engineer if deviations are necessary.

3.2 INSTALLATION REQUIREMENTS

A. All installation work shall be performed in strict accordance with the concrete unit manufacturer's recommendations and the relevant sections of the referenced specifications. This includes, but is not limited to, subgrade preparation, placement of the bedding layer, laying of concrete, cutting, compaction, joint filling, and final surface finishing. The final surface shall be uniform and level, meeting the specified tolerances.

3.3 HANDLING PREVIOUS DRIVEWAYS

A. No concrete from driveway shall be pulled until completely broken and separated along the marked cuts.

B. The driveway or driveway approach adjacent to pipeline trenches shall neither be disturbed nor damaged.

C. If the adjacent driveway or driveway approach is disturbed or damaged, irrespective of cause, the driveway will be removed and replaced at the Contractor's expense.

3.4 PROPORTIONING

A. The proportions of aggregate to cement shall be such as producing a thoroughly plastic mixture which will work readily into the corners and angles of the forms and around the reinforcement but without permitting the materials to segregate or excess free water to collect on the surface. The percentage of sand shall not be less than thirty percent (30%) nor more than fifty percent (50%) of the total weight of the aggregate.

B. Concrete materials shall be accurately measured by weight. Measurement of materials for ready mixed concrete shall conform to the "Standard Specifications for Ready Mixed Concrete", (ASTM C 94).

1. Class "B" concrete for driveways shall have minimum compressive strength of 3000 psi at 28 days.

3.5 MIXING AND PLACING

A. Concrete shall be mixed, conveyed and deposited in accordance with the "A.C.I. Building Code" (ACI 318).

B. Prior to placing any concrete, the Contractor shall submit for the Engineer's approval a design mix, calculated by a recognized testing laboratory, and using the approved aggregates to produce a workable mix of the desired strength, together with certified copies of 7 days and 28 day tests of cylinders taken from concrete made according to the design mix. The mixes shall be designed to secure concrete having a minimum compressive strength at age 28 days.

C. Ready mixed concrete delivered shall be accompanied by delivery tickets showing the following:

1. Date and time leaving plant
2. Type of cement and weight
3. Quantity of water and time added
4. Additives (if any)
5. Site arrival time
6. Site leaving time

D. Concrete

1. Ready mixed concrete shall be used. All mixing requirements specified herein shall be enforced, and the Owner's laboratory representative and the Engineer shall have free access to the mixing plant at all times.

2. Except for materials and/or procedures otherwise specified herein, ready mixed concrete shall be mixed and delivered in accordance with the requirements of ASTM C 94.

3. No water shall be added to the concrete after it leaves the plant except where part of the design water was purposely omitted at the plant, and then only as approved by the Engineer.

E. Mixer Speed

1. Neither the speed of any mixer nor the quantity of material loaded into any mixer shall exceed the recommendations of the manufacturer.

2. Excessive over mixing, required additions of water to preserve the required consistency, shall be cause for rejection of the batch.

3. Concrete shall not remain in a transit mixer or agitator truck more than ninety (90) minutes after the water has been introduced, and not for more than forty-five (45) minutes if any approved retarding agent is not used.

4. Minimum mixing time shall be fifty (50) revolutions of drum at rated speed.

F. Measurement

1. Equipment necessary to determine and control the actual amounts of all materials entering the concrete shall be provided by the concrete manufacturer.

2. All materials shall be measured by weight, except that water may be measured by volume calculated at 8 1/3 pounds per gallon. One bag of cement will be considered as 94 pounds in weight.

G. Placing Concrete.

1. All concrete shall be placed in clean, damp forms that are not hot to the touch.

2. To prevent segregation, concrete shall be deposited as nearly as practicable in final position and not allowed to drop freely more than necessary and in no case more than five feet, except in an approved funnel or tremie. All concrete shall be placed during daylight unless otherwise authorized at least four (4) hours in advance. Where the reinforcing steel above the top of the concrete being placed becomes coated with laitance or partially set up concrete, all such concrete shall be removed from the reinforcing steel prior to placing concrete around the bars.

3. Concrete shall be packed carefully and tightly around pipe and other items to secure maximum adhesion.

4. When concrete is conveyed by chutes, the equipment shall be of proper size and design to ensure a continuous flow in the chute. The chutes shall be metal or metal lined, and the different portions shall have approximately the same slope. The slope shall not be less than one vertical to three horizontal or more than one vertical to two horizontal, and there shall be provision for a baffle at the discharge end of the chute to prevent segregation. If the vertical distance between the discharge end of the chute and the surface of the concrete is more than five feet, a spout shall be used. The lower end of the spout shall be kept as near the surface of the deposit as is practicable. All chutes and spouts shall be thoroughly cleaned before and after each run. All debris and water shall be discharged outside the forms.

3.6 SUBGRADE

A. Prior to installation of base material, the area shall be graded to within two tenth (0.2) feet, and soft, spongy or mucky material removed. Sufficient stabilizing material shall be cut in to achieve a Florida Bearing Value (FBV) in excess of 75 psi or lime rock bearing ratio (LBR) greater than 40 pounds at a minimum density of ninety-eight percent (98%) of a maximum density as defined and measured in AASHTO T 180 (Modified Proctor), to a six-inch minimum depth.

B. Density test for subbase materials shall be taken at 300-foot intervals and around structures as required. If compaction procedures allow testing requirements may be reduced at the Engineer's discretion.

3.7 BASE COURSE

A. The base course shall be constructed on the prepared subgrade, in accordance with the Specifications and Drawings. All base material shall be placed in accordance with the lines, grades, notes, and typical cross sections shown on the plans. Any deviation from the Drawings is subject to the approval of the Engineer. Any deviations not approved by the Engineer shall be repaired to the satisfaction of the Engineer at no expense to the Owner.

3.8 LIMEROCK BASE

A. Lime rock base shall be spread by mechanical spreaders, equipped to produce an even distribution with a uniform thickness. When the specified compacted thickness of the base is greater than six inches, the base shall be constructed in two (2) courses. The thickness of the first course shall be one-half the total thickness of the finished base. After spreading is completed, the entire surface shall be scarified and shaped so as to produce the required grade and cross section after compaction. If two (2) courses are required, each lift shall be prepared as previously described. Prior to spreading of the upper course, density tests will have been taken for the lower and determined to be satisfactory.

B. All materials shall be compacted to a density of not less than ninety-eight percent (98%) of maximum density as determined by AASHTO T 180. Density tests shall be taken in at least three locations on each day's final compaction of each course. Density determinations shall be made at more frequent intervals, at no extra cost, if deemed necessary by the Engineer.

C. The finished surface of the base course shall be checked with a template cut to the required crown and a 15-foot straight edge laid parallel to the center line of the road. All irregularities greater than one-quarter (1/4) inch shall be corrected to the satisfaction of the Engineer.

D. The base material shall extend at least 12 inches outside the edge of the finished paved surface, unless otherwise indicated. Thickness of the base shall be measured at 200-foot intervals at various points in the cross section. Where the compacted thickness is deficient by one-half (1/2) inch or more, the Contractor shall correct the deficiency by scarifying and adding rock for a distance of 100 feet in each direction from the edge of the deficient area. The required thickness, compaction and cross section will then be achieved.

3.9 RECYCLED BASE COURSE

A. Recycled concrete base course shall be transported, spread compacted and finished per the, latest revision of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction.

B. The depth of all layers shall be checked every 50 feet. A tack coat, as specified, will be required on existing pavements to be overlaid with an asphalt mix and between successive layers of all asphalt mixes.

3.10 FORMWORK

A. Forms shall conform to shape, lines and dimensions of numbers indicated, and shall be sufficiently tight to prevent leakage of mortar. They shall not deflect under dead load weight of construction as a liquid or of construction load. Forms shall be properly braced or tied together to maintain position and shape within specified tolerances. Construct forms so that they can be removed steadily without hammering or prying against the concrete. Forms for exposed concrete shall be carefully made and accurately placed to obtain correct shape and line.

B. Forms shall be of wood, metal, or other approved materials. Metal forms shall be of a type and manufacture acceptable to the Engineer. Plywood, fiberboard, or absorptive type form linings may be used where appropriate. Sectional forms shall produce a uniform surface and shall be assembled in a modular pattern. Pours will not be scheduled until all erection and bracing is complete. Walers, ties, and braces shall be required for all forms.

C. Chamfer strips made from nominal dimensional 1-inch x 1-inch lumber cut on the diagonal shall be installed at the top of the forms on all exposed edges of walls, slabs, beams and other structures above grade.

D. Drip edge shall be made from wood quarter round and installed where shown. Extruded plastic fillets shall be used where detailed. Circular structures shall be formed with special care, and attention to the appearance of the finished structure. Random location of fillers, non-modular sections, and excessive deviations from true circular segments shall be cause for rejection of the forms.

E. The Contractor shall be fully responsible for the adequacy of formwork in its entirety. Forms shall support required loads and shall maintain their dimensional and surface correctness to produce members required by Drawings.

F. Box out for all temporary openings and build forms to seal them up when and as required.

G. After sealing and immediately before the placing of reinforcing, faces of all forms in contact with the concrete shall receive a thorough coating of the liquid form releasing agent, applied in compliance with the manufacturer's instructions.

H. Reused forms shall be thoroughly cleaned out of dirt, debris, concrete, and foreign matter. Forms shall not be reused if they have developed defects which would affect their tightness and strength or desired surface finish. Used forms shall not be used for architectural concrete.

I. Forms shall be removed in a manner that will prevent injury to concrete. Supporting forms or shoring shall not be removed until the members have acquired sufficient strength to support their weight and any load thereon.

J. Removal shall be in sequence as approved by the Engineer. Unless test cylinders warrant another procedure, the forms shall not be removed from members prior to the time listed in the schedule hereinafter unless otherwise directed.

3.11 PLACEMENT AND FINISHES

A. Concrete Driveways

1. Construct all driveways at a minimum thickness of 6-inches.

2. Driveways should be 10 feet wide for single use and 20 feet wide minimum for double use unless otherwise noted on Drawings, specified herein.

3. Slope of sidewalks shall be ¼ inch per foot towards the center of the road.

B. Culverts

1. Install at locations indicated or required to maintain positive drainage.

2. Provide end treatments as required.

3. Bedding and cover per manufacturer’s recommendations.

4. Slope shall direct stormwater away from the roadway and driveways.

C. Finishes

1. Light Broomed Finish: After floating, power trowel slabs to receive a light broomed finish to produce a smooth surface, relatively free of defects. Before the surface sets, pass a soft broom drag over the surface to produce a surface uniform in texture and appearance.

2. Troweled Finish: After floating, power trowel slabs to receive a troweled finish to produce a smooth surface, relatively free of defects. Hand trowel after the surface has hardened sufficiently. When a ringing sound is produced as the trowel is moved over the surfaces, perform final troweling by hand to produce a surface which is thoroughly consolidated, free from trowel marks, uniform in texture and appearance and plane to a tolerance of 1/8-inch in 10 feet as determined by a 10-foot straightedge placed anywhere on the slab in any direction.

3. Hardener Finish: Where indicated to receive a troweled hardener finish, water cure slabs without application of curing and sealing agent. When slab is at least twenty (20) days old and thoroughly dry, apply the hardener in accordance with the manufacturer's recommendations. Where dry-shake hardener or slip resistant finish is required, apply the hardener or slip-resistant product prior to complete curing and finishing, in accordance with the requirements and recommendations of the product manufacturer.

4. Saw Cut Joints: Cut joints that are to be saw cut not sooner than two (2) hours after the concrete is poured and not later than eight (8) hours after the pour.

3.12 JOINTS AND JOINT SEALANT

A. Construction Joints shall be located in accordance with a schedule of pours which shall be prepared and submitted by the Contractor. Vertical construction joints shall be held to the minimum number consistent with good standard practice.

B. Expansion Joints shall be places as indicated on the Drawings. Joint materials for surfaces exposed to water and sewage shall conform to ASTM D175, Preformed Joint Filler, non-extruding and resilient (bituminous type), thickness as shown on the Drawings. Joint materials for isolation joints, slab on grade joints and wall joints not exposed to water and sewage shall conform to ASTM D994, preformed expansion joint filler for concrete (bituminous type), thickness as shown on the Drawings.

3.13 FORM REMOVAL

A. Forms shall be removed in a manner that will prevent injury to concrete. Supporting forms or shoring shall not be removed until the members have acquired sufficient strength to support their weight and any load thereon.

B. Removal shall be in sequence as approved by the Engineer. Unless test cylinders warrant another procedure, the forms shall not be removed from members prior to the time listed in the schedule hereinafter unless otherwise directed.

3.14 COMPLIANCE TESTING

A. Compressive strength tests shall be made by breaking standard 6-inch diameter by 12-inch-high test specimens prepared, cured and broken in accordance with the American Society for Testing Materials Standard Methods C 31 and C 39, latest revision. Four (4) specimen test cylinders shall be taken from each pour of five cubic yards or more. One additional test shall be taken from each 30 cubic yards or fraction thereof in each pour in excess of 30 cubic yards.

B. Test specimens shall be taken from manhole bottom pours of less than five cubic yards as directed by the Engineer. Test specimens shall be taken in the presence of the Engineer. One cylinder from each pour shall be broken at seven (7) days, the remainder at twenty-eight (28) days. Additional test cylinders may be ordered for determining the characteristics of a new design mix or changes in equipment or methods, and under adverse weather or curing conditions.

C. Slump test shall be made in accordance with ASTM C143, latest revision, and shall be made with each load and at time of cylinders.

D. The Contractor shall supply all cylinder molds, slump cones, tools and labor for preparing specimen, and shall provide clean, moist sand or burlap for curing. Cylinder shall not be shipped to the testing laboratory until the third day following preparation and shall be protected from accidental damage at all times.

E. The test cylinders shall be tested in a recognized commercial testing laboratory at the expense of the Contractor.

END OF SECTION 321633

SECTION 32 92 00 – GRASSES, SEEDING & SODDING

PART 1 - GENERAL

1.1 SCOPE OF WORK

A. This specification includes but is not limited to all labor, materials, and equipment required for the cutting, removal, replacement, and restoration of grasses, seeding and sodding disturbed by construction, maintenance, or repair. Work includes surface preparation, topsoil placement, soil amendments, seeding, sodding, watering, fertilization, compliance testing, and final acceptance, as shown in or indicated on the Drawings, specified herein, and as listed in this contract.

1.2 QUALITY ASSURANCE

A. REFERENCE STANDARDS:

1. ASTM D5268-22: Standard Specification for Topsoil Used for Landscaping and Construction Purposes.

2. ASTM C602: Standard Specification for Agricultural Liming Materials.

B. REFERENCED SPECIFICATIONS

a. *013323 Shop Drawings, Product Data, and Samples*

b. *017836 Warranties*

1.3 SUBMITTALS

A. Electronic Copies shall be submitted to the Engineer for approval prior to construction. Submission shall include grasses, seeding and sodding to be placed, names of suppliers, manufacturer's certification of compliance to reference standards, manufacturers recommended procedures installation methods, shop drawings for all grasses and sodding, and calculations (if applicable).

B. The Contractor shall furnish an Affidavit of Compliance certified by the grass, seeding and/or sodding manufacturer that items furnished under this Contract comply with all applicable provisions of current AWWA and ASTM Standards and these Specifications. No grasses, seeding or sodding will be accepted for use in the work on this project until the Affidavit has been submitted and approved by the Engineer.

C. See the specification *Section 013323 Shop Drawings, Product Data, and Samples* for additional details.

1.4 INSPECTION AND TESTING

A. The Engineer reserves the right to sample and test any materials after delivery and to reject all materials represented by any sample which fails to comply with the specified requirements.

a. See the Specification *Section 330505 Buried Piping Installation* for additional details.

1.5 DELIVERY, HANDLING, AND STORAGE

A. Deliver sod on pallets or in rolls. Protect exposed roots from dehydration.

B. Do not deliver more sod than can be laid within twenty-four (24) hours.

C. All materials shall be unloaded to an approved lay-down yard location, location to be approved by Engineer, prior to delivery of materials. Materials shall be handled to avoid damage.

D. The Contractor shall inspect all materials upon delivery to determine if any of the material has defects. All materials found during the inspection with defects, will be rejected by the Engineer.

1.6 COORDINATION

A. Coordinate with installation of underground sprinkler system piping and watering heads when applicable.

1.7 WARRANTY AND ACCEPTANCE

A. See specification *Section 017836 Warranties* for additional details.

PART 2 - PRODUCTS

2.1 SOD

A. Sod should be certified grade; cultivated grass sod; type indicated; with strong fibrous root system, free of stones, burned or bare spots; containing no more than 5 weeds per 1000 sq ft.

B. Type of sod shall match existing. If restoring, type of sod should conform as shown on Drawings.

C. The sod shall be picked up in commercial-size rectangles, preferably 16-inch by 24-inch, except where rolled sod is utilized.

D. The sod shall be sufficiently thick to secure a dense stand of live grass. The sod shall be live, fresh and uninjured, at the time of planting.

E. No sod or mulch shall be used which is not certified as being free of the imported fire ant and must be obtained from an area outside of the zone of quarantine of the imported fire ant.

F. The sod shall be sufficiently thick to secure a dense stand of live grass. The sod shall be live, fresh and uninjured, at the time of planting. The sod shall be approved by the Engineer before placing.

2.2 WATER

A. The water used in the grassing operations may be obtained from the reclaimed water system.

B. The water shall be free of excess and harmful chemicals, acids, alkalis, or any substance which might be harmful to plant growth or obnoxious to traffic.

C. Salt water shall not be used.

2.3 SOIL MATERIALS

A. Topsoil: Should be imported or excavated on-site, fertile, agricultural soil, typical for locality, capable of sustaining vigorous plant growth, taken from a drained site; free of subsoil, clay, or impurities, plants, weeds, and roots; pH value of minimum 5.4 and maximum 7.0.

2.4 EQUIPMENT

A. Fertilizer Spreader: Used for spreading dry fertilizer or for spraying liquid fertilizer subject to approval of the Engineer.

B. Seed Spreader: An approved mechanical head spreader or other approved type of spreader.

C. Mulch-Cutting Equipment: Rotovator or other equipment approved by the Engineer, capable of uniformly cutting specified materials into the soil at the required controlled depth.

1. Harrows will not be allowed.

D. Rollers: Cultipacker, traffic roller, or other roller approved by the Engineer for rolling grassed and mulched areas.

E. Water-Metering Devices

1. Shall be equipped with an approved metering device, installed to measure water volume at the time of application to the grassed area.

PART 3 - EXECUTION

3.1 PLACING TOPSOIL

A. Spread topsoil to a minimum depth of 3-inches over all areas to be sodded.

B. Place topsoil only during dry weather.

C. Remove all vegetative matter, debris, and non-organic foreign materials from topsoil during spread operations.

D. Grade topsoil to eliminate rough, low or soft areas and to ensure uniform positive drainage.

E. Install edging at the perimeter of sodded areas in straight lines and to a consistent depth.

3.2 FERTILIZING

A. Apply lime at application rate recommended by soil analysis. Incorporate lime into the top six (6) inches of soil.

B. Application:

1. Apply fertilizer uniformly over areas to be grassed using approved distributing equipment. On steep slopes or areas where machine spreading is impractical, application may be performed by hand or by hose as directed by the Engineer.

2. Immediately after spreading dry fertilizer, harrow and mix into soil to a depth of approximately four (4) inches.

3. Apply liquid fertilizer seven days after seeding.

C. Rate of Application: Apply fertilizer at rates determined by soil analysis.

D. Apply fertilizer after final ranking of topsoil and prior to sod installation.

E. Apply fertilizer no more than 48 hours before sod placement.

F. Mix fertilizer thoroughly into upper four (4) inches of topsoil.

G. Lightly water soil after fertilizer application to aid in distribution and absorption.

H. Fertilizer application shall not be performed during wind conditions exceeding 15 miles per hour.

3.3 LAYING SOD

A. Moisten prepared surface immediately prior to laying sod.

B. Lay sod within twenty-four (24) hours after harvesting to prevent deterioration.

C. Lay sod tight with no open joints visible, and no overlapping; stagger end joints twelve (12) inches minimum. Do not stretch or overlap sod pieces.

D. Sod should be laid smoothly and aligned with adjoining grass areas.

E. Place top elevation of sod 1/2-inch below adjoining edging paving or curbs.

F. On slopes and elevations six (6) inches per foot and steeper:

1. On slopes six (6) inches per foot and steeper, lay sod pieces perpendicular to slope and secure every row with wooden pegs at a maximum two (2) feet on center. When using rolled sod, lay sod parallel to slope. Drive pegs flush with soil portion of sod.

2. Prior to placing sod, on slopes exceeding eight (8) inches per foot, place wire mesh over topsoil. Securely anchor wire mesh in place with wood pegs sunk firmly into ground.

G. Do not place sod when temperature is lower than 32°F.

H. Water sodded areas immediately after installation. Saturate sod to four (4) inches of soil.

I. After sod and soil have dried, roll sodded areas to bond sod to soil and to remove minor depressions and irregularities.

J. Roll before first watering.

3.4 MULCHING

A. Dry Mulch:

1. Apply approximately two (2)-inches loose thickness of straw or hay uniformly over the designated area.

2. Incorporate the mulch into the soil using the specified equipment to achieve a final loose mulch thickness of 3-4 inches.

3. The material shall not be cut too deeply into the soil.

B. Green Mulch:

1. Incorporate into the soil within two days after cutting. No artificial watering shall be applied prior to mulching.

2. Spread the mulch in a uniform layer approximately two (2) inches loose thickness and incorporate into the soil using the specified equipment.

3. The material shall not be cut too deeply into the soil.

3.5 SEEDING

A. Seed shall be sown immediately after the mulch material has been incorporated into the soil, while the soil remains loose and moist. Seed shall be distributed uniformly over the designated grassing areas at the following rates:

The rate of spread for the seed shall be as follows:

1. No Mulch or Dry Mulch Applications
   a. Seeding rate: 60 pounds per acre.
   b. From March 15 to October 15: 30 pounds Bahia grass and 30 pounds Bermuda gras.
   c. From October 16 to March 14: 20 pounds Bahia grass, 20 pounds Bermuda grass, and 20 pounds rye grass.

2. Green Mulch Applications
   a. Seeding rate: 45 pounds per acre, reduced to account for the faster growth rate of green mulch compared to seed.
   b. From March 15 to October 15: 22.5 pounds Bahia grass and 22.5 pounds Bermuda grass.

c. From October 16 to March 14: 15 pounds Bahia grass, 15 pounds Bermuda grass, and 15 pounds rye grass.

3. Seeding may be performed in conjunction with rolling, provided the equipment is designed for combined operations.

4. Rolling
   a. Immediately following seeding, the entire seeded or mulched area shall be thoroughly rolled using the specified equipment.
   b. A minimum of two passes over the entire area shall be required.

3.6 FINAL INSPECTION

A. The Contractor shall be responsible for keeping the ground moist by watering until an acceptable stand of grass is grown. The Contractor will also be required to repair at their own expense any damage due to washouts, erosion or other causes which might occur prior to final acceptance of this work.

B. Neatly trim edges and hand clip where necessary.

C. Roll surface to remove irregularities.

D. Immediately replace sod on areas showing deterioration or bare spots.

END OF SECTION 329200

SECTION 33 01 10.58 – DISINFECTION OF WATER UTILITY PIPING SYSTEMS

PART 1 - GENERAL

1.1 SCOPE OF WORK

A. Section Includes: Disinfection of all pipelines, which are to carry potable water. Furnish all labor, water, chemicals and equipment, including taps, corporation stops, temporary pumps and other items necessary to perform the work, except as otherwise specified.

1.2 QUALITY ASSURANCE

A. REFERENCE STANDARDS:

1. ANSI/AWWA C651 - Disinfecting Water Mains
2. ANSI/AWWA C652 - Disinfection of Water-Storage Facilities
3. ANSI/AWWA C655 – Field Dechlorination
4. ANSI/AWWA B300 – Hypochlorites
5. ANSI/AWWA B301 – Liquid Chlorine
6. AWWA M12 – Simplified Procedures for Water Examination
7. NSF/ANSI 60 – Drinking Water Treatment Chemicals – Health Affects
8. NSF/ANSI 61 – Drinking Water System Components – Health Affects

B. REFERENCE SPECIFICATIONS:

1. *Section 013323 – Shop Drawings, Product Data, and Samples*
2. *Section 014529 – Testing Laboratory Services*

PART 2 - PRODUCTS

Not Used

PART 3 - EXECUTION

3.1 WATER MAIN DISINFECTION

A. Contractor shall inspect materials to ensure integrity and prevent all contaminating materials from entering the water main during storage, construction, or repair and noting potential contamination at the construction sites.

B. Contractor shall complete pressure testing and pass all hydrostatic testing prior to disinfection of all installed mains. See *Section 330505.31 Hydrostatic Testing*, for pressure testing requirements.

C. Following acceptable pressure testing, disinfect all sections of the water piping and receive approval thereof from the appropriate agencies, prior to placing in service. Contractor shall provide advance notice of 24 hours shall be provided to the Engineer before disinfecting procedures start. The disinfection shall be accomplished in accordance with the applicable provisions of AWWA Standard C651, "Disinfecting Water Main" and all appropriate approval agencies.

D. Contractor must verify that all water mains and appurtenances have been completely installed, flushed, and disinfected, with satisfactory bacteriological sample results, and that authorization from the jurisdictional permitting authority has been received prior to activating the water mains and appurtenances.

E. Final Connections to Existing Mains

1. If final connections have not been made to the existing system prior to flushing, disinfecting, satisfactory bacteriological testing, and permitting authority authorization of activation, the Contractor shall comply with the following requirements based on the magnitude of the final connection.

2. Connections Equal To or Less Than One Pipe Joint Length

a. The new pipes, fittings, and/or valves required to make the connections may be spray disinfected or swabbed with a minimum 1 percent solution of chlorine just before being installed if the total length of the connection from the end of a new main to the existing main.

3. Connections Greater Than One Pipe Joint Length

a. The pipe required for the connection must be set up aboveground and disinfected with bacteriological samples taken as described in AWWA C651-23

b. Upon connection, the Contractor shall coordinate activation of the new facilities with the Engineer which may include visual leak test of the final connection and flushing via adjacent fire hydrants and/or blowoffs, chlorine residual testing.

F. The disinfecting agent shall be free chlorine in aqueous solution with sustained concentration for 12 hours or more of not less than 50 parts per million. Chlorine may be derived from Chlorine gas, or 70% (high test) calcium hypochlorite (HTH or Perchloron, or equal). Administration may be by any of the several methods described in AWWA Standard C651 as proposed by the Contractor and approved by the Engineer. Proposals as to method must be made prior to commencement of the disinfection process.

3.2 BACTERIOLOGICAL TESTS

A. Contractor will be required to flushing until free chlorine residual is between 0.2 milligram per liter (mg/L) and 4.0 mg/L, or a combined chlorine residual between 0.6 mg/L and 4.0 mg/L. Contractor shall coordinate and pay for sampling and testing by duly authorized laboratory or the appropriate jurisdictional permitting authority or Owner. Contractor shall complete a minimum of two sets of samples taken a minimum of 24 hours apart.

B. For new mains, sets of samples shall be collected every 1200-feet of the new water main, plus one set from the end of the line, and one from each branch greater than one pipe length (20-feet). Chlorine residual and bacteriological sample requirements must be met at all designated sample locations.

C. Hoses and fire hydrants are not allowed locations for the collection of samples.

D. Sample results shall be tested for bacteriological quality in accordance with Standard Methods for the Examination of Water and Wastewater and shall show the absence of total coliform bacteria and *Escherichia Coli*.

E. If samples do not demonstrate satisfactory results, the Contractor may elect to repeat the flushing, sampling, testing or repeat the disinfection, flushing, sampling, and testing procedure until satisfactory results are obtained. The period between such series of samples without re-chlorination is to be a minimum of 24 hours. The contractor shall repeat these efforts as needed. The Contractor may be responsible for the cost of additional water required for repeat flushing.

END OF SECTION 3301 10.58

SECTION 330505 – BURIED PIPING INSTALLATION

PART 1 - GENERAL

1.1 SCOPE OF WORK

A. This specification includes but is not limited to all labor, materials, and equipment required for the open trench installation of the buried pipe and fittings. Work includes excavation, backfilling, base preparation, compliance testing, and final acceptance, as shown in or indicated on the Drawings, specified herein, and as listed in this Contract.

1.2 QUALITY ASSURANCE

A. REFERENCE STANDARDS:

1. ASTM D 2774 - Practice for Underground Installation of Thermoplastic Pressure Piping
2. AWWA C150/A21.50 Thickness Design of Ductile-Iron Pipe
3. AWWA C600 - Installation of Ductile-Iron Water Mains and Their Appurtenances
4. AWWA C605 – Underground Installation of PVC and PVCO Pressure Pipe and Fittings
5. AWWA C607 – Installation of Concrete Pressure Pipe
6. AWWA C900 – PVC Pressure Pipe, 4 in. through 60 in
7. ASTM C1479 – Installation of RCP Sewer Pipe
8. ASTM D2321 – Underground Installation of Flexible Thermoplastic Sewer Pipe

B. REFERENCE SPECIFICATIONS

1. Section 312316 - Excavation - Earth and Rock

2. Section 312333 – Trenching and Backfilling

3. Section 312319 - Dewatering

4. Section 330505.31 – Hydrostatic Testing

5. Section 330597.16 Utility Identification

6. Section 330507.23 – Utility Jacking and Boring

7. Section 330531.13 - Polyvinyl Chloride (PVC) Pressure Pipe and Fittings

8. Section 330519 - Ductile Iron Pipe and Fittings

9. *Section 330110.58 – Disinfection of Water Utility Piping Systems*

1.3 HANDLING AND STORAGE

A. General: Deliver, store and handle all products and materials as specified in Division 1 and as follows:

B. Transportation and Delivery: Take every precaution to prevent injury to the pipe during transportation and delivery to the site.

C. Loading and Unloading: Take extreme care in loading and unloading the pipe and fittings.

1. Work slowly with skids or suitable power equipment and keep pipe under control at all times.

2. Under no condition is the pipe to be dropped, bumped, dragged, pushed, or moved in any way that will cause damage to the pipe or coating.

D. Sling: When handling the pipe with a crane, use a suitable sling around the pipe.

1. Under no condition pass the sling through the pipe.

2. Use a nylon canvas type sling or other material designed to prevent damage to the pipe and coating.

3. When handling reinforced concrete pipe, uncoated steel or ductile iron pipe, steel cables, chain or like slings are acceptable.

E. Damaged Piping: If in the process of transportation, handling, or laying, any pipe or fitting is damaged, replace or repair such pipe or pipes.

F. Blocking and Stakes: Provide suitable blocking and stakes installed to prevent pipe from rolling.

1. Obtain Engineer approval for the type of blocking, stakes and the method of installation.

G. Storage for Gaskets: Store gaskets for pipe joints in a cool place and protect gaskets from light, sunlight, heat, oil, or grease until installed.

1. Do not use any gaskets showing signs of checking, weathering, or other deterioration.

2. Do not use gasket material stored in excess of six months without Engineer approval.

H. The Engineer shall inspect all materials upon delivery to determine if any of the material has defects. All materials found during the inspection with defects, will be rejected by the Engineer.

1.4 INSPECTION AND TESTING

A. The Engineer reserves the right to sample and test any pipe, fitting, valve, restraints, or any materials that shall be buried after delivery and to reject all pipe and fittings represented by any sample which fails to comply with the specified requirements.

1.5 STAKING, GRADING, AND ALIGNMENT

A. Contractor shall expose and identify all existing underground utilities and structures within the proposed pipe trench width prior to excavation beginning. Contractor shall notify Engineer of conflicts with existing utilities and structures.

PART 2 - PRODUCTS

2.1 MATERIALS

A. The materials allowed for open-cut buried pipes, fittings, and materials are PVC, Ductile Iron, HDPE, Concrete Reinforced Pipe, or Fiberglass.

PART 3 - EXECUTION

3.1 PREPARATION

A. Contractor shall comply with federal regulations for the protection of workers and safety of the public.

B. Contractor shall make every effort to ensure that all pipe and fittings shall be installed in a dry trench. Lay pipe only in dry trenches having a stable bottom.

C. During excavation where groundwater is encountered, dewatering will be required by the Contractor prior to any material being installed, See the specification *Section 312319 Dewatering* for additional details.

1. If a dry trench bottom has not been obtained due to improper or insufficient use of all known methods of trench dewatering, then the order to excavate below grade and place sufficient select fill material, crushed stone, or 2500 psi concrete over the trench bottom may be given.

2. If all efforts fail to obtain a stable dry trench bottom and it is determined that the trench bottom is unsuitable for pipe foundation, the Contractors shall propose to the Engineer a proposed method of stabilization to be constructed.

3.2 PIPE INSTALLATION REQUIREMENTS

A. Contractor shall install all piping and fittings in accordance with the manufacturer's recommendations and contract drawings. When pipe deflections are used, do not exceed 80 percent of the maximum deflection limits per the manufacturer's recommendations.

B. Trench Width Construction

1. The trench width at the ground surface may vary with the overall depth of the trench, the nature of soils encountered, the existence of any structures, and the proximity of adjacent structures.

2. Trench width must be wide enough to permit proper installation of the pipe and fittings to allow room to assemble joints, and compaction of backfill around the pipe. If embedment compaction is required, the trench must be wide enough for all compaction equipment.

C. Trench Depth Construction

1. Contractor shall excavate the trench to the elevation that is in accordance with the contract drawings. The depth of cover shall be measured from the finished grade or the surface to the top of the pipe barrel.

2. Water main pipe installation shall be in accordance with F.A.C. Rule 62-555.314.

D. Pipe Laying - General:

1. Contractor shall follow the standard laying conditions specified in referenced:

   a. Ductile Iron: AWWA C600

   b. PVC: AWWA C605

   c. HDPE: AWWA C906

   d. Gravity RCP: ASTM C1479

   e. FRP: AWWA C950

2. Contractor shall inspect and clean all dirt and foreign matter in pipe that cannot be removed by flushing.

3. Contractor shall lay and install the pipe to the required line and grade within tolerances required by the Contract drawings; major deviations will require a formal submittal to the Engineer. Major deviations require approval by the Engineer prior to installation.

4. The pipe and joints shall be uniformly supported and secured in place with the required embedment material. Bell and spigot pipe joints shall be assembled after being set in the trench and shall be installed with the bell end pointing in the direction of work progression.

5. Bring the faces of the spigot ends and the bells of pipes into fair contact and firmly and completely home the spigot end section per the manufacturer's recommendations.

6. During suspension of work for any reason at any time, a suitable stopper shall be placed in the end of the pipe last laid to prevent material from entering the pipe.

E. Pipe Laying - Trenches:

1. Lay all pipelines in trench excavations on select fill bedding, concrete cradle or other foundations as shown, specified or ordered in writing.

2. Properly secure the pipe against movement and make the pipe joints in the excavation as required.

3. Bell Holes:

a. Cut out bell holes for each joint as required to permit the joint to be properly made and allow the barrel of the pipe to have full bearing throughout its length.

b. Thoroughly compact bell holes full of select fill material following the making of each joint.

F. Other Foundations: Install pipelines laid on other types of foundations as specified for such other foundations or as ordered in writing.

1. Positioning: Before proceeding with backfilling, feel completely around the joint using a feeler gauge to confirm that the gasket is in its proper position.

2. Optional Mechanical Joints: Use mechanical joint fittings that meet the requirements of *Section 33 05 19 Ductile Iron Pipe and Fittings.*

G. Temporary Bulkheads: Provide temporary bulkheads at the ends of sections where adjoining pipelines have not been completed, and in connections built into pipelines where adjoining pipelines or structures have not been completed and are not ready to be connected.

1. Remove bulkheads encountered in connecting sewers or structures included in this Contract, or in pipelines or structures previously built, when they are no longer needed or when ordered.

H. Sleeve Type Couplings: For sleeve-type couplings, equally tighten diametrically opposite bolts on the connection so that the gaskets will be brought up evenly all around the pipe.

1. Torque Wrenches: Final tighten with torque wrenches set for the torque recommended by the coupling manufacturer.

I. Valve Box Setting: Install valve boxes vertical and concentric with the valve stem.

1. Satisfactorily reset any valve box which is moved from its original position, preventing access and operation of the valve or the extension valve stem.

2. Replace any extension valve stem which has been damaged so that it can be operated.

3.3 COMPLIANCE TESTING

A. Tracer Wire

1. Tracer wire shall be installed, tested by the Contractor following the reference *Section 330597.16 Utility Identification*.

B. Hydrostatic Pressure Testing

1. The Contractor shall follow the procedure outlined in *Section 330505.31 Hydrostatic Testing.*

C. All water mains shall be disinfected prior to pressure testing.

D. Disinfection

1. Disinfection of the installed potable water line shall conform to the requirements of *Section 330110.58 Disinfection of Water Utility Piping Systems*.

END OF SECTION

SECTION 330505.31 – HYDROSTATIC TESTING

PART 1 - GENERAL

1.1 SCOPE OF WORK

A. Section Includes: Testing for structural integrity and leakage in all pipelines and structures required to be watertight, including:

1. Test all pressure pipelines with water under the specified pressures.

2. Test gravity sewers and drain lines by low-pressure air testing.

1.2 QUALITY ASSURANCE

A. REFERENCE STANDARDS:

1. ANSI/AWWA C 600 - Installation of Ductile-Iron Water Mains and Their Appurtenances

2. ANSI/AWWA C605 Underground Installation of Polyvinyl Chloride (PVC)

3. ASTM D1598 – Standard Method of Test for Time-to-Failure of Plastic Pipe Under Long-Term Hydrostatic Pressure

4. ASTM D2837 – Standard Method for Obtaining Hydrostatic Design Basis for Thermoplastic Pipe Materials

5. ASTM F1417 – Installation Acceptance of Plastic Non-Pressure Sewer Lines Using Low-Pressure Air

6. ASTM C924 – Testing Concrete Sewer Lines by Low-Pressure Air Test Method

B. REFERENCED SPECIFICATIONS

1. 013323 Shop Drawings, Product Data, and Samples

2. 017700 Closeout Procedures

1.3 PERFORMANCE REQUIREMENTS

A. Written Notification of Testing: Provide written notice when the work is ready for testing, and make the tests as soon thereafter as possible

1. Personnel for reading meters, gauges, or other measuring devices, will be at the Contractors expense. Engineer shall be present for all testing. Engineer reserves the right to re-test any pipeline, at no expense to the Owner..

2. Furnish all other labor, equipment, air, water, and materials, including meters, gauges, smoke producers, blower, pumps, compressors, fuel, water, bulkheads, and accessory equipment.

1.4 SUBMITTALS

A. General: Provide all submittals, including the following, as specified in *Section 013323 Shop Drawings, Product Data, and Samples.*

B. Testing Report: Prior to placing the pressurized pipe or gravity system in service, submit for review and approval a detailed bound report summarizing the leakage test data, describing the test procedure, and showing the calculations on which the leakage test data is based.

PART 2 - PRODUCTS

Not Used

PART 3 - EXECUTION

3.1 TESTING PREPARATION

A. Contractor shall ensure that all pipes shall be in place and anchored prior to commencing the pressure test. If conducting hydrostatic on exposed and above ground piping, ensure that all piping has been installed, attached to supports, hangers, anchors, expansion joints, valves, and meters.

B. Contractor will test all newly installed pipelines for leakage. Prior to testing taking place, the Contractor will be responsible to flush all mains to remove all sand and other foreign matters. All flushed water shall be disposed of properly, without causing property or environmental damage. Contractor must ensure all temporary flush out connections shall be installed on all dead water mains, as needed.

3.2 HYDROSTATIC TESTING

A. Contractor will test all newly installed pipelines for leakage. The test used will be Hydrostatic Testing for pressurized lines and Low Pressure Air Testing for gravity lines. Tests to be performed will be indicated by the Engineer and witnessed by the Engineer.

3.3 HYDROSTATIC PRESSURE TESTING

A. Perform hydrostatic testing of the system as set forth in the following and shall conduct said tests in the presence of Engineer, with 48 hours advance notice provided.

B. Piping and appurtenances to be tested shall be within sections between valves unless alternate methods have received prior approval from Engineer. Testing shall not proceed until concrete thrust blocks are in place and cured, or other restraining devices installed. While the piping is

being filled with water, care shall be exercised to permit the escape of air from extremities of the test section, with additional release cocks provided if required.

C. Hydrostatic testing shall be performed with a sustained pressure for a minimum of two (2) hours at 150 psi pressure or 1.5 times working pressure, whichever is higher, unless otherwise designated in the Owner's standards, for a period of not less than two (2) hours. Testing shall be in accordance with the applicable provisions as set forth in the most recent edition of AWWA Standard C600. The allowable rate of leakage shall be less than the number of gallons per hour determined by the following formula:

$$L = \frac{SD\ (P)^2}{133{,}200}$$

Where,
L = Allowable leakage in gallons per hour;
S = Length of pipe tested in feet;
D = Nominal diameter of the pipe in inches;
P = Average test pressure maintained during the leakage test in pounds per square inch

For 150 psi, $L = (9.195 \times 10^{-5})\ SD$

D. The testing procedure shall include the continued application of the specified pressure to the test system, for a two-hour period, pump turned off for one hour, then pump turned back on to return to test pressure, measuring the volume used to return to the test pressure. The amount of loss shall be determined by measuring the volume displaced from said container.

E. Air Removal. Before applying the specified test pressure, air must be completely expelled from the section of piping under test. If permanent air vents are not located at all high points, corporation cocks shall be installed at such points so that the air can be expelled as the line if filled with water. After all the air has been expelled, the corporation cocks shall be closed and the test pressure applied. At the conclusion of the pressure test, the corporation cocks shall be removed, plugged and/or left in place as required by the Owner designated standards.

F. Should the test fail, necessary repairs shall be accomplished by the Contractor and the test repeated until results are within the established limits. The Contractor shall perform necessary repairs, at the Contractors expense.

3.4 LOW AIR PRESSURE TEST

A. After backfill has been completed on the all of the gravity pipeline, testing shall be a Line Acceptance Test using low pressure air, between manholes. The test shall be performed using the below stated equipment, according to state procedures and under the supervision of the Engineer, with 48 hours advanced notice provided.

1. Equipment
   a. Pneumatic plugs shall have a sealing length equal to or greater than the diameter of the pipe to be inspected.

b. Pneumatic plugs shall resist internal bracing or blocking.

c. All air used shall pass through a single control panel.

d. Three individual hoses shall be used for the following connections:

(1) From control panel to pneumatic plugs for inflation.

(2) From control panel to sealed line for introduction the low pressure air.

(3) From sealed line to control panel for continually monitoring the air pressure rise in the sealed in.

2. Procedures:

a. All pneumatic plugs shall be seal tested before being used in the actual test installation. One length of pipe shall be laid on the ground and sealed at both ends with the pneumatic plugs to be checked. Air shall be introduced into the plugs to 25 psi. The sealed pipe shall be pressurized to 5 psi. The plugs shall hold against this pressure without bracing and without movement of the plugs out of the pipe. After a manhole to manhole reach of pipe has been backfilled and cleaned and the pneumatic plugs are checked by the above procedure, the plugs shall be placed in the line at each manhole and inflated to 25 psi. Low pressure air shall be introduced into this sealed line until the internal air pressure reaches 4 psi greater than the average back pressure of any ground water that may be over the pipe. At least two (2) minutes shall be allowed for the air pressure to stabilize. After the stabilization period (3.5 psi minimum pressure in the pipe), the air hose from the control panel to the air supply shall be disconnected. The portion of line being tested shall be termed "Acceptable", if the time required in minutes for the pressure to decrease from 3.5 to 2.5 psi (greater than the average back pressure of any ground water that may be over the pipe) is greater than the time shown for the given diameters in the following table:

Piping Diameter (in inches)	Minutes
8	4.0
10	5.0
12	5.5
16	7.5
18	8.5
24	11.5

Time in Minutes = .472 D

D = Diameter of pipe in inches

b. In areas where ground water is known to exist, the Contractor shall install capped pipe adjacent to the top of one of the sewer lines. This shall be done at the time the sewer line is installed. Immediately prior to the performance of the Line Acceptance Test, the ground water shall be determined by removing the pipe cap, and a measurement of the height in feet of water over the invert of the pipe shall be taken. The height in feet shall be divided by 2.3 to establish the pounds of pressure that will be added to all readings. (For example, if the height of water is 11-1/2 feet, then the added pressure will be 5 psi. This increases the 3.5 psi to 8.5 psi, and the 2.5 psi to 7.5 psi. The allowable drop of one pound and the timing remain the same).

c. If the installation fails to meet this requirement, the Contractor shall, at there own expense, determine the source of leakage. Contractor shall then repair or replace all defective materials and/or workmanship.

3.5 HYDROSTATIC TESTING SPECIALS

A. Contractor must ensure that all fusion joints for HDPE or Fusible PVC piping are properly cooled and inspected prior to testing.

B. HDPE testing requires a soak period, which is a pre-testing phase where the pipe is pressurized and held for 1-2 hours to allow the pipe to expand and stabilize before hydrostatic testing begins.

C. Heat Fusion joined HDPE piping shall allow no leakage.

END OF SECTION 330505.31

SECTION 330507.15 - UTILITY DIRECTIONAL DRILLING - MINI

PART 1 - GENERAL

1.01 SCOPE OF WORK

A. The work specified in this section consists of furnishing and installing underground utilities using the mini horizontal directional drilling (HDD) method of installation, also commonly referred to as directional boring or guided horizontal boring. This work shall include all services, equipment, materials, and labor for the complete and proper installation, testing, restoration of underground utilities and environmental protection and restoration.

B. Specification is intended for mini-HDD installations defined as installations less than 500 feet in length and/or with product pipe less than 10-inches in diameter.

1.02 QUALITY ASSURANCE

A. REFERENCE STANDARDS

1. PPI – TR – 46 – Guidelines for Use of Mini-HDD for Placement of HDPE

B. REFERENCED SPECIFICATIONS

1. 013323 Shop Drawings, Product Data, and Samples

2. 017836 Warranties

3. 017839 Project Record Documents

4. 312319 Dewatering

5. 330505 Buried Piping Installation

6. 330110.58 Disinfection of Water Utility Piping Systems

7. 330505.31 Hydrostatic Testing

8. 330533 High-Density Polyethylene Pipe (HDPE) and Fittings

9. 330531.19 Fusible Polyvinyl Chloride Pipe

10. 330597.16 Utility Identification

1.03 QUALIFICATIONS

A. Contractor shall provide documented evidence of successful installation of pipe through HDD method for work comparable in nature to the scope of work required by this project for a minimum of two (2) years.

B. Contractor to have successfully self-performed at least five (5) HDD projects to install product pipe of similar nominal diameter and length to the proposed project within the past two (2) years. Engineer and Owner reserve the right to review qualifications before commencing any work.

C. Contractor project manager, superintendent, drill operator, and guidance system operator assigned to the HDD shall be experienced in work of this nature and shall have successfully completed projects of similar in nature. Contractor shall submit all personnel qualifications with substantial evidence of qualifications within 48- hours prior to drilling taking place.

D. All drilling, drill guidance, and pipe joining equipment operators shall have been fully trained in the use of the proposed equipment by an authorized representative of the equipment's manufacturer or authorized training agents.

E. All fusion equipment operators shall be qualified to perform pipe joining. Fusion equipment operators shall possess and be able to provide validation of current or formal training on all fusion equipment employed on the project. This includes training, and proper use of the data logging device on the equipment. Training received more than two years prior to the operation of the fusion equipment shall not be considered current. See Section 2.07 for additional details.

F. The requirements set forth in this specification specify a wide range of procedural precautions necessary to ensure that the very basic, essential aspects of a proper directional bore installation are adequately controlled. Strict adherence shall be required under specifically covered conditions outlined in this specification. Adherence to the specifications contained herein, or the Engineer's approval of any aspect of any directional bore operation covered by this specification, shall in no way relieve the Contractor of their ultimate responsibility for the satisfactory completion of the work authorized under the Contract.

1.04 SUBMITTALS

A. WORK PLAN. Prior to beginning work, the Contractor must submit to the Engineer a work plan detailing the procedure and schedule to be used to execute the project. The work plan should include a description of all equipment to be used, down-hole tools, a list of personnel with their qualifications and experience (including back-up personnel in the event that an individual is unavailable), list of subcontractors, a schedule of work activity, a safety plan (including MSDS of any potentially hazardous substances to be used), traffic control plan (if applicable), an environmental protection plan and contingency plans for possible problems. Work plan should be comprehensive, realistic and based on actual working conditions for this particular project. The work plan shall address the following requirements as a minimum:

1. Pre-construction walkover and site inspection.

2. Contractor shall be responsible for identifying, locating, and verifying the presence of existing utilities along the route proposed on the drawings or work areas.
    a. Identification – Contractor to identify the presence of underground utilities through Sunshine One Call service, and visual observation of surface markers.
    b. Locate and Designation – Contractor to mark the location of underground utilities with paint or flags based on utility owner information or third-party locating equipment.
    c. Verification – Contractor shall verify all horizontal and vertical locations of underground utilities. Vacuum excavation, potholing, and test holes are approved methods. Contractor to provide caution to not damage any existing facilities.

3. Contractor shall video tape and take photographs of nearby structures which may be affected by inadvertent fluid returns.

4. Contractor shall review as-built drawing and geotechnical reports, if available and identify and potential concerns

5. The work plan shall include the exact locations and dimensions of all drill entry/exit pits, pipeline staging layout and equipment staging areas.

6. The work plan shall include a proposed bore path layout in both plan and profile with the proposed bore path conforming to the drilling equipment and pipe material constraints.

7. The work plans shall include a traffic control plan, a spill cleanup/environmental protection plan, dewatering plan and contingency plans for possible problems.
   a. See *Section 312319 Dewatering* for additional information.

8. Contractor shall establish a drill profile between the entry and exit point to ensure, that the intended drilling profile can be realized in practice.
   a. Entry and exit angle
   b. Radii of curvature
   c. Cover

9. Contractor shall be required to submit an reaming plan.

10. Contractor shall submit qualification documents for the HDD superintendent and key personnel experience in accordance with Section 1.3A of this specification. Also, the Contractor shall have personnel with a Florida/OSHA Certification for the site Safety Representative.

11. Contractor shall submit make and model of the drilling rig that will be used, along with maximum thrust/pull-back force, maximum torque, and rated drilling fluid pumping capacity.

12. Contractor shall provide documentation indicating that the drill rig is equipped with an electrical strike package.

13. Contractor shall submit a detailed schedule for the HDD installation. The detail schedule shall identify all major construction activities and durations, with beginning and completion dates shown. The detail schedule shall be updated at least every two weeks or more frequently, as directed by the Engineer, and shall include but not limited to the following items.
   a. Pre-construction walk over and inspection.
   b. Regular Mobilization and set-up.
   c. Pilot bore.
   d. Pre-reaming and reaming.
   e. Layout of pipe.
   f. Pressure Testing of pipe after installation.
   g. Final reaming and pullback of product pipe.
   h. Mandrel/pig test to confirm deformations of product pipe are within allowable tolerances.
   i. Cleanup, surface restoration, and demobilization.

j. MSDS of any potentially hazardous substances to be used.

B. Equipment shall include but not be limited to: drilling rig, mud system, mud motors (if applicable), down-hole tools, guidance system, and rig safety systems. Calibration records for guidance equipment shall be included. Specifications for any drilling fluid additives that Contractor intends to use or might use will be submitted.

C. Contractor shall submit bentonite slurry mix.

D. Material shall include the pipe, fittings, drilling mud, drilling additives and any other item which is to be an installed component of the project or used during construction.

E. Locations for entry and exit points are shown on the drawings, any deviations from the drawings will be required to be submitted and approved by the Engineer. The Contractor shall employ licensed, professional land surveyors to locate the entry and exit points, and to establish horizontal and vertical datum for the bore and the pipe layout and fabrication areas.

F. A drilling bore log shall be submitted within seven (7) days of performing the bore. Depths shall be recorded at a maximum of every ten (10) feet. Record drawings shall indicate elevations.

G. All submittals shall be in conformance with *Section 013323 Shop Drawings, Product Data, and Samples*.

1.05 INSPECTION AND TESTING

A. The Engineer reserves the right to sample and test any pipe or fitting after delivery and to reject all pipe and fittings represented by any sample which fails to comply with the specified requirements.

1. See the Specification Section 330505 Buried Piping Installation for additional details.

1.06 WARRANTY AND ACCEPTANCE

A. See specification *Section 017836 Warranties* for additional information.

PART 2 - PRODUCTS

2.01 GENERAL

A. Directional drilling equipment shall consist of a directional drilling rig of sufficient capacity to perform the bore and pullback the pipe, a drilling fluid mixing, and delivery system of sufficient capacity to successfully complete the crossing; a guidance system to accurately guide boring operations and trained and competent personnel to operate the system. All equipment shall be in good, safe operating condition with sufficient supplies, materials and spare parts on hand to maintain the system in good working order for the duration of this project.

2.02 DRILLING SYSTEM

A. Drilling Rig. The directional drilling machine shall consist of a hydraulically powered system to rotate, push and pull hollow drill pipe into the ground at a variable angle while delivering a pressurized fluid mixture to a guidable drill (bore) head. The machine shall be anchored to the ground to withstand the pulling, pushing and rotating pressure required to complete the crossing. The hydraulic power system shall be self contained with sufficient pressure and volume to power drilling operations. Hydraulic system shall be free of leaks. Rig shall have a system to monitor and record maximum pull back pressure during pull back operations. The rig shall be grounded during drilling and pull back operations. There shall be a system to detect electrical current from the drill string and an audible alarm which automatically sounds when an electrical current is detected.

B. Drill Head. The drill head shall be steerable by changing its rotation and shall provide the necessary cutting surfaces and drilling fluid jets.

C. Mud Motors (if required). Mud motors shall be of adequate power to turn the required drilling tools.

D. Drill Pipe. Shall be constructed of high quality 4130 seamless tubing, grade D or better, with threaded box and pins. Tool joints should be hardened to 32-36 RC.

2.03 GUIDANCE SYSTEM

A. A conventional electromagnetic sound walkover system, Magnetic Guidance System (MGS) probe or proven gyroscopic probe and interface shall be used to provide a continuous and accurate determination of the location of the drill head during the drilling operation. The guidance shall be capable of tracking at the maximum depth required and in any soil condition, including hard rock. It shall enable the driller to guide the drill head by providing immediate information on the tool face, azimuth (horizontal direction), and inclination (vertical direction). The guidance system shall be accurate to +/-2% of the vertical depth of the borehole at sensing position at depths up to one hundred feet and accurate within 1.5 meters horizontally.

B. The Guidance System shall be of a proven type and shall be setup and operated by personnel trained and experienced with this system. The Operator shall be aware of any geomagnetic anomalies and shall consider such influences in the operation of the guidance system if using a magnetic system.

2.04 DRILLING FLUID (MUD) SYSTEM

A. Mixing System. A self-contained, closed, drilling fluid mixing system shall be of sufficient size to mix and deliver drilling fluid composed of bentonite clay, potable water and appropriate additives. Mixing system shall be able to molecularly shear' individual bentonite particles from the dry powder to avoid clumping and ensure thorough mixing. The drilling fluid reservoir tank shall be a minimum of 500* gallons. Mixing system shall continually agitate the drilling fluid during drilling operations.

B. Drilling Fluids. Drilling fluid shall be composed of clean water and bentonite clay. Water shall be from an authorized source with a pH of 8.5 - 10. Water of a lower pH or with excessive calcium shall be treated with the appropriate amount of sodium carbonate or equal. The water and

bentonite clay shall be mixed thoroughly and be absent of any clumps or clods. No additional material may be used in drilling fluid without prior approval from Engineer. Contractor is responsible for provisions to obtain clean water for the fluid.

C. The These viscosities may be varied to best fit the soil conditions encountered, as approved by the Engineer.

D. Additives. Additives to drilling fluid such as drill soap, polymers, etc. shall be "environmentally safe" and be approved for such usage. No diesel fuel will be used.

E. Delivery System. The mud pumping system shall have a minimum capacity of 50* GPM and be capable of delivering the drilling fluid at a constant minimum pressure of 1000 psi. The delivery system shall have filters in-line to prevent solids from being pumped into the drill pipe. Connections between the pump and drill pipe shall be relatively leak-free. Used drilling fluid and drilling fluid spilled during drilling operations shall be contained and properly disposed of. A berm, minimum of 12 inches high, shall be maintained around drill rigs, drilling fluid mixing system, entry and exit pits and drilling fluid recycling system to prevent spills into the surrounding environment. Pumps and or vacuum truck(s) of sufficient size shall be in place to convey excess drilling fluid from containment areas to storage and facilities.

2.05 OTHER EQUIPMENT

A. Pipe rollers shall be of sufficient size to fully support the weight of the pipe while being hydro-tested and during pull-back operations. Sufficient number of rollers shall used to prevent excess sagging of pipe. Rollers shall be required to assist in pull back operations and in layout/fusing of material.

2.06 PIPE IDENTIFICATION

A. See specification *Section 330597.16 Utility Identification* for additional information.

B. See specification *Section 330533 High Density Polyethylene Pipe (HDPE) and Fittings* for additional information.

C. See specification *Section 330531.19 Fusible Polyvinyl Chloride Pipe* for additional information.

2.07 Butt Fusion Data Logger

A. Contractor shall have a data logger which will be used to record and document all butt fusion processes. The data logger must be compatible and outfitted with an electronic data recording device. A digital report or printout for all fusion joints made that complies with, but is not limited to, ASTM F3124 must be delivered to the Owner upon request and completion of the project.

PART 3 - EXECUTION

3.01 GENERAL

A. The Engineer and Owner must be notified forty-eight (48) hours in advance of starting work

B. Existing Utilities. The drawings show existing utilities that are believed to be near the directional drill alignment. There is no guarantee that these utilities are located as shown or that other utilities may not be present.

3.02 DRILLING PROCEDURE

A. Site Preparation. If not completed, prior to any alterations to worksite, Contractor shall photograph or video the entire work area, including entry and exit points. Copies of such shall be given to Engineer and Contractor shall maintain copies for a period of one (1) year following the completion of the project.

B. Work site as indicated on drawings, within right-of-way, shall be graded or filled to provide a level working area. No alterations beyond what is required for operations are to be made. Contractor shall confine all activities to designated work areas.

C. Drill Path Survey. Entire drill path shall be accurately surveyed with entry and exit stakes placed in the appropriate locations within the areas indicated on drawings. If the Contractor is using a magnetic guidance system, drill path will be surveyed for any surface geomagnetic variations or anomalies.

D. Environmental Protection. Contractor shall place silt fence between all drilling operations and any drainage, wetland, waterway or other area designated for such protection by contract documents, state, federal and local regulations. Additional environmental protection necessary to contain any hydraulic or drilling fluid spills shall be put in place, including berms, liners, turbidity curtains and other measures. Contractor shall adhere to all applicable environmental regulations. Fuel or oil may not be stored in bulk containers within 200 feet of any water body or wetland.

E. Safety. Contractor shall adhere to all applicable state, federal and local safety regulations and all operations shall be conducted in a safe manner. Safety meetings shall be conducted at least weekly with a written record of attendance and topic submitted to Engineer.

F. Pipe. Pipe shall be welded/fused together in one length, if space permits. Steel pipe welds will be X-rayed prior to being placed in bore hole. Pipe will be placed on pipe rollers before pulling into bore hole with rollers spaced close enough to prevent excessive sagging of pipe.

G. Pilot Hole. Pilot hole shall be drilled on bore path with no deviations greater than five percent (5%) of depth over a length of one hundred feet. In the event that pilot does deviate from bore path more than five percent (5%) of depth in one hundred feet, Contractor will notify Engineer and Engineer may require Contractor to pull-back and re-drill from the location along bore path before the deviation.

H. Relief Holes: Relief holes shall be placed along the drill path. Relief holes shall be placed at 150 linear foot (LF) intervals or as specified by the Engineer in the drawings. Qualified drill Contractor shall show the relief holes within the drill plan.

I. In the event that a drilling fluid fracture, inadvertent returns or returns loss occurs during pilot hole drilling operations, Contractor will cease operations and will discuss corrective options and with the Engineer and/or maintaining agency, then work will then proceed accordingly.

J. Reaming. Upon successful completion of pilot hole, Contractor will ream bore hole to a size of 1.5x the product pipe diameter for pipes smaller than 24-inches and product pipe diameter plus 12-inches for pipes greater than or equal to 24-inch. Reaming shall be completed in phases in accordance with the Contractor submitted work plan.

K. Pull-Back. After successfully reaming bore hole to the required diameter, Contractor will pull the pipe through the bore hole. In front of the pipe will be a swivel. Once pull-back operations have commenced, operations must continue without interruption until pipe is completely pulled into bore hole. During pull-back operations Contractor will not apply more than the maximum safe pipe pull pressure at any time. Contractor will be required to wait a minimum of 24-hours after pullback prior to finalizing connections. A minimum of 4% of additional pipe at both termination points to account for shrinking, and to prevent negative impacts from pullout forces.

L. In the event that the pullback is unsuccessful, Contractor shall immediately notify Engineer with a plan of action. Contractor shall submit plan of action to and coordinate approval by the maintaining agency of the roadway/property being bored across/within.

3.03 SITE RESTORATION

A. Following drilling operations, Contractor will de-mobilize equipment and restore the work site to original condition, or better. Any noticeable surface defects due to the drilling operation shall be repaired by Contractor, at no additional expense to the Owner.

3.04 DISPOSAL OF SURPLUS FLUIDS

A. Contractor will be responsible for all drilling fluid excess to be contained in entry and/or exit pits and pumped as needed into additional on-site storage. Disposal of excess drill fluid shall be done in accordance with local codes and regulations and to no expense to the Owner.

B. Disposal of all materials not needed or not suitable for backing filing over or around the entry and receiving pits. Disposal of unneeded drill fluid shall be done in accordance with local codes and regulations and to no expense to the Owner.

3.05 RECORD KEEPING

A. Contractor shall maintain a daily project log of drilling operations and a guidance system log with a copy given to Engineer at completion of boring. As-built drawings shall be certified as to accuracy by Contractor as required in *Section 017839 Project Record Documents*.

3.06 COMPLIANCE TESTING

A. Following successful pull-back of pipe, Contractor shall test pipe in accordance with the applicable specification for the pipe specified in the contract documents.

B. Tracer Wire

1. Tracer wire shall be installed, tested by the Contractor following the reference *Section 330597.16 Utility Identification*.

C. Hydrostatic Pressure Testing

1. Contractor shall follow the procedure outlined in *Section 330505.31 Hydrostatic Testing.*

D. Disinfection

1. Disinfection of the installed potable water line shall conform to the requirements of *Section 330110.58 Disinfection of Water Utility Piping Systems*.

END OF SECTION 330507.15

SECTION 330509 – PIPING SPECIALS FOR UTILITIES

PART 1 - GENERAL

1.1 SCOPE OF WORK

A. This specification includes but is not limited to valves and appurtenances primarily intended for potable water, reclaimed water, and wastewater systems, for both aboveground and underground installations. The equipment shall include, but not be limited to, the following:

1. Corporation Stops and Service Saddles
2. Plain End Couplings
3. Flange Adapters
4. Restrained Joints
5. Hose Bibs
6. Tracer Wire Boxes

1.2 QUALITY ASSURANCE

A. REFERENCE STANDARDS:

1. AWWA C550 Protective Interior Coatings for Valves and Hydrants
2. AWWA C800 Underground Service Line Valves and Fittings
3. AWWA C111 / ANSI A21.11 Rubber-Gasket Joints for Ductile-Iron Pressure Pipe and Fittings
4. AWWA C213 Fusion-Bonded Epoxy Coating for the Interior and Exterior of Steel Water Pipelines
5. ANSI B16.1 Cast Iron Pipe Flanges and Flanged Fittings
6. ANSI B1.20.1 Pipe Threads, General Purpose (Inch)
7. ASTM A126 Gray Iron Castings for Valves, Flanges, and Pipe Fittings
8. ASTM A536 Ductile Iron Castings
9. ASTM A276 Stainless Steel Bars and Shapes
10. ASTM B62 Composition Bronze or Ounce Metal Castings
11. ASTM B584 Copper Alloy Sand Castings for General Applications

12. ASTM D429 Tests for Rubber Property—Adhesion to Rigid Substrates

13. ASTM G62 Holiday Detection in Pipeline Coatings

B. REFERENCED SPECIFICATIONS

a. *013323 Shop Drawings, Product Data, and Samples*

b. *017836 Warranties*

c. *312333 Trenching and Backfilling*

d. *312319 Dewatering*

e. *330505 Buried Piping Installation*

1.3 QUALIFICATIONS

A. All valves and appurtenances shall be furnished by a single manufacturer who is fully experienced, reputable, and qualified in the manufacture of the items to the furnished.

1.4 SUBMITTALS

A. Electronic Copies shall be submitted to the Engineer for approval prior to construction. Submission shall include; valves and appurtenances to be furnished, names of suppliers, manufacturer's certification of compliance to reference standards, manufacturers recommended fusion procedures installation methods, shop drawings for all valves and appurtenances.

B. The Contractor shall furnish an Affidavit of Compliance certified by the valve manufacturer that items furnished under this Contract comply with all applicable provisions of current AWWA and ASTM Standards and these Specifications. No valve or appurtenance will be accepted for use in the work on this project until the Affidavit has been submitted and approved by the Engineer.

C. See the specification *Section 013323 Shop Drawings, Product Data, and Samples* for additional details.

1.5 INSPECTION AND TESTING

A. The Engineer reserves the right to sample and test any valve or appurtenance after delivery and to reject all valves or appurtenances represented by any sample which fails to comply with the specified requirements.

1.6 HANDLING AND STORAGE

A. All materials shall be unloaded to an approved lay-down yard location, location to be approved by Owner prior to delivery of materials. Materials shall be handled to avoid damage.

B. Materials shall be lifted with hoists, slings or rolled on skidways to avoid shock. Wire rope or chain shall not be used. The Contractor shall be responsible for the safe handling of all materials.

C. The Contractor shall inspect all materials upon delivery to determine if any of the material has defects. All materials found during the inspection with defects, will be rejected by the Engineer.

1.7 WARRANTY AND ACCEPTANCE

A. See specification *Section 017836 Warranties* for additional information.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. All valves and appurtenances for a given valve type shall be from a single manufacturer, who is fully experienced, reputable and qualified in the manufacture of the equipment to be furnished. The valves and appurtenances shall be designed, constructed, and installed in accordance with the best practices and methods and shall comply with these Specifications. All materials, equipment and supplies shall be new and shall have not been in service at any time previous to installation, besides as required by testing.

B. The manufacturer's production facilities shall be open for inspection by the Owner or his authorized representative. Qualified manufacturers shall be approved by the Owner and Engineer.

C. Manufacturers that are qualified and approved are referenced below:

1. EBAA

2. Approved Alternative Manufacturer

D. Special tools, if required for the normal operation or maintenance, shall be supplied with the equipment.

E. All valves and appurtenances shall have the name of the manufacturer, year, and the working pressure for which they are designed cast in raised letters upon some visible part of the body.

2.2 GENERAL

A. All hand actuated buried valves shall have three-piece adjustable valve boxes and 2-inch square AWWA operating nuts. Provide min. 304 stainless steel extension stems and alignment rings where needed to bring the operating nut to within 4 feet below the box lid. Valve boxes and alignment rings shall be furnished per the latest edition of the Owner's Approved Products List.

B. Valves shall open when turning the operating nut or wheel counterclockwise and shall close when turning clockwise.

C. All buried valves shall have bonnet bolts, gland bolts, nuts, washers, and other trim hardware made of min. 304 stainless steel, unless otherwise specified in the following specification. All

aboveground valves shall have bonnet bolts, gland bolts, nuts, washers, and other trim hardware made of min. 316 stainless steel, unless otherwise specified in the following specification.

D. All aboveground external thrust restraints, flange adapters, and plain end coupling t-bolts, bolts, tie rods, nuts, and washers shall be 316 stainless steel.

E. All underground external thrust restraints, mechanical joint adapters, and plain end coupling t-bolts, bolts, tie rods, nuts, and washers shall be high-strength, low-alloy steel conforming to AWWA C111/ANSI A21.11-17 or ASTM A242 Standards and shall be coated with a factory applied blue fluoropolymer coating with min. 1 mil DFT per the latest edition of the Owner's list of approved manufacturers. The coating shall pass a 2000-hour salt spray test with less than 15% red rust per ASTM B117. Alternatively, 316 SS hardware shall be acceptable.

F. All ductile iron valves shall have a factory applied, min. 8 mils average dry film thickness, fusion bonded epoxy coating on the interior and exterior conforming to AWWA C550, unless otherwise noted in the plans or the following specification.

G. A holiday-free certification letter shall be provided to the Owner at time of delivery stating that the internal coating of the valve has passed the Holiday testing in accordance with ASTM G62, Method A (Low-Voltage).

H. The Contractor shall take extreme consideration when handling valves to ensure coating does not get damaged during construction. Owner representative shall have the right to deny the installation of the valve if the Contractor damages the internal coating.

I. All other painted items exposed to sunlight, including field painted box lids, etc., shall be painted the appropriate color with an epoxy type paint per *Section 09900 Paintings and Coatings* of these Specifications.

J. No valves with a break-way stem shall be allowed.

K. All manually-operated geared valves shall require a torque-limiting device per 2.05

L. All brass alloy used for all surfaces coming in contact with potable water shall meet the requirements of UNS/CDA number C89833 as listed in ANSI/AWWA C800 Standard and the products produced with this alloy shall meet the ANSI/NSF Standard 61 and/or ANSI NSF Standard 372 as applicable, complying with the Safe Drinking Water Act. These products shall have the letters "NL" cast into the main body for proper identification.

2.3 CORPORATION STOPS AND SERVICE SADDLES

A. Corporation stop ball valves for connections to potable and reclaimed water mains, made of PVC or ductile iron, shall conform to AWWA C800 and be NSF 61 certified. Brass components in contact with potable water shall conform to ASTM B584, UNS C89833 and shall be identified with "NL". Alternatively, Brass components not in contact with potable water can conform to ASTM B62 and ASTM B584, UNS C83600 85-5-5-5 in lieu of requirements above. 1-inch through 2-inch corporation stops shall be ball type, 300 psi working pressure rated. Inlets shall be AWWA MIP or tapered threaded type and outlets shall be compression, pack joint, flare, or FIP threaded joint type. All joints made to CTS size HDPE tubing shall use min. 304 stainless

steel insert stiffeners. Corporation stops shall be furnished per the latest edition of the Owner list of approved products.

Corporation Stops:

Pipe Material	Type of Connection	Mueller 300 Model
HDPE	Compression x AWWA IP Thread	B-25028 (Saddle) *
HDPE	Compression x AWWA Taper Thread	B-25008 (Direct Tap) *
HDPE	Pack Joint x AWWA IP Thread	P-25028 (Saddle) *
HDPE	Pack Joint x AWWA Taper Thread	P-25008 (Direct Tap) *
Copper	Compression x AWWA IP Thread	B-25028 (Saddle)
Copper	Pack Joint x AWWA Taper Thread	B-25008 (Direct Tap)
Copper	Pack Joint x AWWA IP Thread	P-25028 (Saddle)
Copper	Pack Joint x AWWA Taper Thread	P-25008 (Direct Tap)
Copper	Flare x AWWA IP Thread	B-25025 (Saddle)
Copper	Flare x AWWA Taper Thread	B-25000 (Direct Tap)
Stainless Steel	FIP Thread x AWWA IP Thread	B-20046 (Saddle)
Stainless Steel	FIP Thread x AWWA Taper Thread	B-20045 (Direct Tap)
* Insert required, part number per manufacturer product information		

B. For potable water, plastic service pipe material and compression and pack joint connectors shall not be used in soil that is contaminated with low molecular-weight petroleum products, aromatic hydrocarbons, chlorinated hydrocarbons or organic solvents. Appropriate service tubing shall apply.

C. Water and reclaimed water service connections to PVC and DIP mains shall be made using saddles, straps, and hardware of red brass, alloy 85-5-5-5, per ASTM B62 and/or ASTM B584, UNS C83600. Alternatively, the saddles, straps, and hardware shall be minimum 304 stainless steel. The assembly shall be NSF 61 certified. No ductile iron, cast iron or steel saddles will be allowed. Service saddles shall be furnished per the latest edition of the Owner's Approved Products List.

D. Connections to sanitary mains for services up to 2 inches shall be made using the service saddles per the latest edition of the Owner's list of approved manufacturers. Saddles, straps, and hardware shall be 316 SS.

E. Service and air release valve (ARV) connections to HDPE potable, reclaimed water and force mains shall be properly sized per manufacturer product information and be installed according to the manufacturer's written instructions. Service saddles shall be furnished per the latest editions of the Owner's list of approved manufacturers.

F. For potable and reclaimed water mains, service saddles shall use Ethylene Propylene Diene Monomer (EPDM) rubber gaskets. The letters "EPDM" and company logo shall be factory stamped with white ink on gasket. Alternatively, the letters "EPDM" shall be factory engraved/edged on the exterior saddle body. Refer to Specification Section 02615 for gasket materials in contaminated soils.

2.4 PLAIN END COUPLINGS

A. For potable and reclaimed water mains, plain end couplings shall use Ethylene Propylene Diene Monomer (EPDM) rubber gaskets. Shall have EPDM rubber gaskets with the letters "EPDM" factory embossed or etched into gasket.

B. All aboveground plain end coupling t-bolts, bolts, tie rods, nuts, and washers shall be 316 stainless steel. All buried plain end coupling t-bolts, bolts, tie rods, nuts, and washers shall be high-strength, low alloy steel conforming to AWWA C111/ANSI A21.11-17 or ASTM A242 standards and shall be coated with a factory applied blue fluoropolymer coating with min. 1 mil DFT per the latest edition of the Owner's list of approved manufacturers. The coating shall pass a 2000-hour salt spray test with less than 15% red rust per ASTM B117. Alternatively, all hardware shall be 316 stainless steel.

C. The coupling shall have a high-performance internal epoxy coating from the factory. Contractor shall provide a holiday-free certification letter shall be provided to the Owner at the time of delivery stating that the internal coating of the coupling has passed the Holiday testing in accordance with ASTM G62, Method A (Low Voltage).

2.5 FLANGE ADAPTERS

A. Flange adapters to be used on ductile iron and PVC piping shall have a ductile iron ASTM A536 body with a factory applied fusion bonded or thermally cured fluoropolymer epoxy interior (min. 15 mils DFT) and exterior (min. 6 mils) coating. The coating shall meet NSF-61 standards for potable water mains. The adapter shall adapt and restrain plain end pipe to flanged pipe or fittings, where the flange conforms to AWWA C111/A21.11-17 and meets ANSI B16.5 Class 150/125 drilling pattern per AWWA C110/A21.10.

B. All aboveground gland bolts, flange connection bolts, t-bolts, tie-rods, nuts, and washers shall be 316 stainless steel. All underground flange adapters t-bolts, bolts, tie rods, nuts, and washers shall be high strength, low-alloy steel conforming to AWWA C111/ANSI A21.11-17 or ASTM A-242 standards and shall be coated with a factory applied blue fluoropolymer coating with min. 1 mil DFT per the latest edition of the Owner's Approved Products List. The coating shall pass a 2000-hour salt spray test with less than 15% red rust per ASTM B117. Alternatively, all hardware shall be 316 stainless steel.

C. For potable and reclaimed water mains, flange adapters shall use Ethylene Propylene Diene Monomer (EPDM) rubber gaskets with the letters "EPDM" factory embossed or edged into gasket. Flange adapters to be used with plain end ductile iron pipe conforming to AWWA C151 shall have the following minimum pressure ratings:

Size	Pressure Rating
2"-16"	350 PSI
18" and Larger	250 PSI

D. Flange adapters to be used with plain end PVC pipe (DR 18) conforming to AWWA C900- 16 shall have the following minimum pressure rating:

Size	Pressure Rating
2"-36"	235 PSI

E. Flange adapters to be used with HDPE pipe (DR 11) conforming to AWWA C906 shall be thermally fused per manufacturer's recommendations, shall have 316 stainless steel backup ring and pipe stiffeners, and shall have the following minimum pressure rating:

Size	Pressure Rating
4" and Larger	200 PSI

F. Flange adapters shall be furnished per the latest edition of the Owner's list of approved manufacturers.

2.6 RESTRAINED JOINTS

A. Pipe joints shall be restrained by poured-in-place concrete thrust blocks, by external thrust restraint devices, internal restrained joint gaskets or locking segments. Flanged joints shall be used aboveground.

B. For potable and reclaimed water mains, thrust restraint devices shall use Ethylene Propylene Diene Monomer (EPDM) rubber gaskets with the letters "EPDM" factory embossed or etched into gasket. Refer to Specification Section 02615 for gasket materials in contaminated soils.

Concrete Thrust Restraints:

A. Cast-in-place or precast concrete for thrust blocks shall have a 28-day strength of 3,000 psi. The concrete shall be placed between undisturbed soil and the fittings or appurtenance to be supported. Concrete shall not be placed on or around the pipe, bells, flanges, or other joints. If contact with concrete is unavoidable, these areas shall be protected with a double wrap of 6-mil polyethylene film to allow for disassembly and repair of the fitting or appurtenance.

External Thrust Restraint Devices:

A. External thrust restraint devices shall be made of ductile iron in accordance with ASTM A536, Grade 65-45-12. The gland body and wedges shall have a standard factory applied fusion bonded epoxy, thermally cured fluoropolymer epoxy, or acrylic enamel coating per the latest edition of the Owner's Approved Products List.

B. External thrust restraint devices shall use wedge-action restraint type or split-casing restraint type.

C. All aboveground gland bolts, t-bolts, tie-rods, nuts, and washers shall be 316 stainless steel. All buried external thrust restraint t-bolts, bolts, tie rods, nuts, and washers shall be high strength, low alloy steel conforming to AWWA C111/ANSI A21.11-17 or ASTM A-242 standards and shall be coated with a factory applied blue fluoropolymer coating with min. 1 mil DFT per the latest edition of the Owner's Approved Products List. The coating shall pass a 2000 hour salt spray test with less than 15% red rust per ASTM B117. Alternatively, all hardware shall be 316 stainless steel.

D. Additionally, all restraint assemblies of split-casing style which require a bolt and nut to join both halves shall have a side clamping bolt made of min. 316 stainless steel per ASTM A193 Grade B8M class 2 and side clamping nut made of min. 316 stainless steel per ASTM A194 Grade 8M class 1.

E. External thrust restraint devices to be used with plain end ductile iron pipe conforming to AWWA C151 shall have the following minimum pressure ratings:

Size	Pressure Rating
2”-16”	350 PSI
18” and Larger	250 PSI

F. External thrust restraint devices to be used with plain end PVC pipe (DR 18) conforming to AWWA C900-16 shall have the following minimum pressure rating:

Size	Pressure Rating
2”-36”	235 PSI

G. External thrust restraint devices to be used with HDPE pipe (DR 11) conforming to AWWA C906 shall have the following minimum pressure rating:

Size	Pressure Rating
4” and Larger	200 PSI

Internal Self-Restrained Joints for Ductile Iron Pipe:

A. Internal self-restrained joint gaskets for Fastite or Tyton joint ductile iron pipe shall be allowed in lieu of external thrust restraint devices. The gasket shall restrain the pipe due to the wedging action of the high-strength min. 304 stainless steel teeth spaced around the interior of the gasket.

B. Internal self-restrained split locking rings made of high-strength, low-alloy (HSLA) steel conforming to AWWA C111 shall be allowed on ductile iron pipe manufactured for this type of joint restraint. The pipe shall have a shop-applied welded-on retainer ring.

C. Internal self-restrained ductile iron split flexible rings shall be allowed when used with a beveled ductile iron, welded-on retainer ring in accordance with manufacturer’s recommendations. The split flexible ring shall be assembled behind the retainer ring to provide the means of restraint. For pipe 14” and larger, a shop-applied nickel-iron weld bead and a rubber-back ring containing ductile iron segments shall provide the means of restraint.

Internal self-restrained ductile iron locking segments, inserted through slots in the pipe bell face, which provide a positive axial lock between the bell interior surface and a retainer weldment on the pipe spigot end, shall be allowed on ductile iron pipe manufactured for this type of joint restraint. Restraining components shall be ductile iron in accordance with applicable requirements of AWWA C110 and AWWA C153 with the exception of the manufacturer’s proprietary design dimensions.

Internal Self-Restrained Joint Gasket for Pressurized PVC:

A. Internal restrained joint gaskets PVC C900-16 pipe shall provide uniform circumferential restraint through the use of a metallic restraint casing and lock ring.

2.7 HOSE BIBS

A. Hose bibs shall be 3/4" or 1" brass, polished chromium plated brass, with vacuum breaker as noted on the drawings.

2.8 TRACER WIRE TEST STATION BOXES

A. Tracer wire test station boxes shall be provided at plug valves, blowoff valves, gate valves, fire hydrants and backflow preventers as indicated in these Standards. Tracer wire test station boxes for yard service shall be 2 ½ inch diameter, 15 inch length, ABS plastic with a cast iron rim and lid. Where test boxes will be in streets or subject to vehicular traffic, use H-20 rated lids, 5-1/4 inch diameter or equal, centered in a separate concrete pad similar to a valve box pad.

B. Where possible, locate the tracer wire testing station outside of travel lanes, in medians, or in grassy areas adjacent to the travel lanes. All tracer wire(s) shall be attached to the lid, allowing testing to be performed without removing the lid.

C. Refer to *Section 330597.16 Utility Identification* for proper installation of the tracer wire system.

PART 3 - EXECUTION

3.1 FIELD LAYOUT AND MODIFICATION

A. The Contractor shall be responsible for construction layout stakes and/or offsets required to complete the design. The Contractor shall coordinate with the Engineer and Owner if deviations are necessary.

3.2 APPURTENANCES INSTALLATION REQUIREMENTS

A. All appurtenances shall be installed in the location shown, true to alignment and rigidly supported. Any damage occurring to the above items before they are installed shall be repaired to the satisfaction of the Owner.

B. Install all floor boxes, brackets, extension rods, guides, the various types of operators, and appurtenances as shown on the Drawings that are in masonry floors or walls and install concrete inserts for hangers and supports as soon as forms are erected and before concrete is poured. Before setting these items, the Contractor shall check all plans and figures which have a direct bearing on their location, and he shall be responsible for the proper location of these appurtenances during the construction of the structures.

C. Pipe for use with flexible couplings shall have plain ends as specified in the respective pipe sections.

D. Prior to assembly of split couplings, the grooves as well as other parts shall be thoroughly cleaned. The ends of the pipes and outside of the gaskets shall be moderately coated with petroleum jelly, cup grease, soft soap or graphite paste, and the gasket shall be slipped over one pipe end. After the other pipe has been brought to the correct position, the gasket shall be centered properly over the pipe ends with the lips against the pipes. The housing sections then shall be placed. After the bolts have been inserted, the nuts shall be tightened until the housing sections are firmly in contact, metal-to-metal, without excessive bolt tension.

E. Prior to the installation of sleeve-type couplings, the pipe ends shall be cleaned thoroughly for a distance of 8". Soapy water may be used as a gasket lubricant. A follower and gasket, in that order, shall be slipped over each pipe to a distance of about 6" from the end.

3.3 SERVICE SADDLE

A. When installations are made under pressure, the flow of water through the existing main shall be maintained at all times.

B. The entire operation shall be conducted by workmen thoroughly experienced in the installation of service saddles, and under the supervision of qualified personnel furnished by the manufacturer.

C. The Contractor shall determine the locations of the existing main to be tapped to confirm the fact that the proposed position for the service saddle will be satisfactory and no interference will be encountered such as the occurrence of existing utilities or of a joint or fitting at the location proposed for the connection.

D. Service Saddles shall be squarely centered on the main to be tapped. Adequate support shall be provided under the saddle during the tapping operation. Proper tamping of supporting earth around and under the valve and sleeve is mandatory.

3.4 COMPLIANCE AND TESTING

A. All pipelines shall remain undisturbed for 24 hours to develop complete strength at all joints. All pipelines shall be subjected to hydrostatic pressure and leak testing.

   1. If the manufacturer provides no sufficient pressure test protocol recommendation, the Contractor shall follow the procedure outlined in *Section 330505.31 Hydrostatic Testing*

B. All leaks shall be repaired and lines retested as approved by the Owner

END OF SECTION 330509

SECTION 330531.13 - POLYVINYL CHLORIDE (PVC) PIPING AND FITTINGS

PART 1 - GENERAL

1.1 SCOPE OF WORK

A. The work included in this Section consists of furnishing all labor, equipment and materials and in performing all operations necessary for the construction or installation of all polyvinyl chloride (PVC) piping and appurtenances within, complete and ready for operation as shown on the drawings and specified herein:

1.2 QUALITY ASSURANCE

A. Construction Requirements:

1. All underground lines shall be installed with minimum cover required by the Owner's specifications or as detailed on the drawings.

2. For underground utilities changes in PVC pipe alignment and use of fittings may be allowed, subject to approval of the Engineer as to layout. Deflection shall not exceed eighty percent (80%) of the maximum allowable deflection as stated in the PVC pipe manufacturer's installation instructions. AWWA C517 Eccentric Plug Valves

B. Pipe Inspection:

1. The Contractor shall obtain from the PVC pipe manufacturers a certificate of inspection to the effect that the PVC pipe supplied for this Contract have been inspected at the plant and that they meet the requirements of these specifications. Certification shall be stamped with corporate seal.

2. All PVC pipe shall be subject to visual inspection at time of delivery by rail or truck and also just before they are lowered into the trench to be laid. Joints or fittings that do not conform to these specifications will be rejected and must be removed immediately by the Contractor.

3. The entire product of any plant may be rejected when, in the opinion of the Engineer, the methods of manufacture fail to secure uniform results, or where the materials used are such as to produce inferior PVC pipe.

1.3 SUBMITTALS

A. Shop Drawings:

1. In general electronic copies of the following, but not limited to, shop drawings shall be submitted to the Engineer for approval prior to construction. Shop drawings to be

numbered sequentially. Cover transmittal sheets to include project name, shop drawing number, shop drawing description and specification section(s).

a. Mill test certificates or certified test reports on pipe and fittings.
b. Details of restrained and flexible joints.
c. Couplings.
d. Service saddles, curb, & corp stops.
e. Flexible expansion joints.
f. Identification tape.
g. Joint lubricant.
h. Detailed piping layout drawings and pipe laying schedule.
i. Temporary plug and anchorage system for hydrostatic pressure test.
j. Reduces pressure backflow preventers.

2. A separate shop drawing submittal will be required for each major item listed above and for each different type of an item within a major item. All submittals shall be in accordance with the General Conditions and the Supplementary Conditions.

B. Acceptance of Material:

1. The Contractor shall furnish an Affidavit of Compliance certified by the PVC pipe manufacturer that the pipe, fittings and specials furnished under this Contract comply with all applicable provisions of current AWWA and ASTM Standards and these Specifications. No pipe or fittings will be accepted for use in the work on this project until the Affidavit has been submitted and approved by the Engineer.

2. The Owner reserves the right to sample and test any pipe or fitting after delivery and to reject all pipe and fittings represented by any sample which fails to comply with the specified requirements.

C. Operation and Maintenance Manuals:

1. Submit copies of operation and maintenance manuals for all the items requiring routine maintenance.

1.4 DELIVERY, STORAGE AND HANDLING

A. During shipping, delivering and installing PVC pipe, fittings, and accessories, they shall be handled in such manner as to ensure a sound undamaged condition.

B. Particular care shall be taken not to damage the pipe coating.

C. Insides of valves and backflow preventers shall be kept free of dirt and debris.

1.5 JOB CONDITIONS

A. Water in Excavation:

1. Water shall not be allowed in the trenches while underground pipes are being laid and/or tested. The Contractor shall not open more than 100 feet of trench than the available

pumping facilities are able to dewater to the satisfaction of the Engineer. The Contractor shall assume responsibility for disposing of all water so as not to interfere with the normal drainage of the territory in which he is working.

2. In no case shall the pipelines being installed be used as drains for such water, and the ends of the pipe shall be kept properly and adequately plugged during construction by the use of approved stoppers and not by improvised equipment. All necessary precautions shall be taken to prevent the entrance of mud, sand, or other obstructing matter into the pipelines. If on completion of the work any such materials have entered the pipelines, it must be cleaned as directed by the Engineer so that the entire system will be left clean and unobstructed.

PART 2 - PRODUCTS

2.1 POLYVINYL CHLORIDE (PVC) PIPE AND FITTINGS

A. Gravity Drainage Piping: PVC pipe used for gravity drainage piping installed underground shall be SDR 26 pipe.

B. Small PVC Pressure Piping: Unless otherwise specified, all PVC pressure pipe smaller than 4 inches nominal diameter shall be Schedule 80 PVC or Endot Endpure HDPE, (as shown). Schedule 80 pipe shall have either solvent welded or threaded joints. PVC pressure pipe shall bear the approved seal of the National Sanitation Foundation (NSF). PVC pipe that is exposed to sunlight shall be manufactured with additives to provide resistance to ultraviolet deterioration. No glued joint pipe shall be installed below ground, unless other specified. All water pipe to be Class 200 (DR 21) gasketed bell and spigot pipe blue in color.

C. Fittings: Socket type, solvent welded fittings for Schedule 80 PVC pipe shall be in conformance with ASTM D2467. Threaded type fittings for Schedule 80 PVC pipe shall be in conformance with ASTM D2464. All solvent welded or threaded joints shall be watertight.

D. Flanges: Flanges for Schedule 80 PVC pipe shall be rated for a 150 psi working pressure with ANSI B16.1 dimensions and bolting pattern. Flanges shall be connected to PVC piping with either solvent welded or threaded joints in accordance with ASTM D2467 or ASTM 2464, respectively. Gaskets shall be neoprene, full faced type with a minimum thickness of 1/8 inch. Nuts and bolts shall be hexagonal with machine threads, manufactured of Type 316 stainless steel in accordance with ASTM A320, Class 2. Type 316 stainless steel flat washers with lock washers shall be used against PVC flanges.

E. Solvent Cement: PVC solvent cement shall be in compliance with ASTM D2564 and in accordance with the pipe manufacturer's recommendations.

F. Thread Lubricant: Lubricant for Schedule 80 threaded joints shall be Teflon tape only.

G. Polyvinyl Chloride Pipe 4 Inches and Larger in Size for Pressure Service: Polyvinyl chloride pipe for nominal diameters 4 inches to 12 inches in size shall conform to the requirements of AWWA C900 with a dimension ratio of DR 18, pressure class 150, and gasketed integral bell ends. For PVC pipe larger than 12 inches for pressure service, the pipe shall conform to the requirements of AWWA C900 with a minimum DR of 18, pressure rating of 235 psi, with gasketed integral bell ends. Pipe shall be designed for maximum working pressure of not less than 235 psi and with not less than a 4 to 1 sustained

hydrostatic pressure safety factor. Fittings for C-900 PVC pipe shall be ductile iron fittings with restrained joint ends for potable water or reclaimed water lines, and restrained ductile iron fittings for sanitary force mains.

H. All PVC pipe installed shall be color coded for the service intended. Potable water piping shall be extruded blue, reclaimed water shall be lavender, force main and gravity sewer green. Care shall be taken to avoid exposure to sunlight. Pipe should be marked for its use in three places on the pipe barrel.

I. Joints (4 Inches and Larger PVC Pipe):

1. Bell and Spigot:

Pipe joints shall be made with integral bell and spigot pipe ends. The bell shall consist of an integral thickened wall section designed to be at least as strong as the pipe wall. The bell shall be supplied with factory glued rubber ring gasket with conforms to the manufacturer's standard dimensions and tolerances. The gasket shall meet the requirements of ASTM F477 "Elastomeric Seals (Gaskets) for Joining Plastic Pipe". PVC joints shall be "Ring-Tite" as manufactured by J-M Manufacturing Company, Inc. or an equal approved by the Engineer.

2. Restrained Joints:

Where indicated on Drawings, to prevent pipe joints and fittings from separating under pressure, pipe joints and fittings shall be restrained as follows:

a. PVC pipe bell and spigot joints shall be restrained with EBBA Iron MEGALUGR Series 1500 Restrainer or an equal approved by the Engineer. The restraining device and Tee head bolts shall be manufactured of high strength ductile iron meeting ASTM A536, Grade 65-42-10. Clamping bolts and nuts shall be manufactured of corrosion resistant high strength, low alloy CORTEN steel meeting the requirements of ASTM A242.
b. Cast iron mechanical joint fittings used with PVC pipe shall be restrained with the EBBA Iron MEGALUGR Series 2000 PV Restrainer or an equal approved by the Engineer. The restraining device and Tee head bolts shall be manufactured of high strength ductile iron meeting ASTM A536, Grade 65-42-10. Clamping bolts and nuts shall be manufactured of corrosion resistant high strength, low alloy CORTEN steel meeting the requirements of ASTM A242.
c. Joint restraint. Push on joints on either side of valves and fittings restrained by mechanical restraining devices shall be restrained with "Uni-Flange" mechanisms. The number of restrained joints shall be determined by DIPRA methods and a laying schedule shall be provided for approval by the Engineer prior to installation of joint restraint

2.2 SEALS, PIPES AND NON-STANDARD CASTINGS

A. Non-Standard Fittings and Castings: Fittings having non-standard dimensions and cast especially for this project shall be of an approved design. Fittings shall be manufactured to meet the requirements of the same specifications and shall have the same diameter and thickness as standard fittings but laying lengths and types of ends shall be determined by positions in the pipelines and by the particular piping to which it is connected. Flange facing and drilling shall conform to the 125 pound American National Standards Institute. Where require, flanges shall be drilled and tapped for studs. Other dimensions shall be substantially equal to corresponding parts of standard bell and spigot fittings.

PART 3 - EXECUTION

3.1 INSPECTION

A. All PVC pipe and other material shall be subject to inspection and approval by the Engineer after delivery, and no broken, cracked, imperfectly coated, or otherwise damaged or unsatisfactory material shall be used. When a defect or crack is discovered, the injured portion shall not be installed. Cracked pip shall have the defect cut off at least 12 inches from the break in the sound section of the barrel.

3.2 GENERAL INSTALLATION REQUIREMENTS

A. Excavation, backfill, and compaction shall conform to the provisions of Section 02315.

1. Pipe Cradle: Upon satisfactory installation of the pipe bedding material as specified, a continuous trough for the pipe barrel and recesses for the pipe bells or couplings shall be excavated by hand digging. When the pipe is laid in the prepared trench, true to line and grade, the pipe barrel shall receive continuous, uniform support and no pressure will be exerted on the pipe joints from the trench bottom.

B. Cover for underground piping shall not be less than that indicated on the Drawings. The minimum cover for pipe shall be 36 inches. In areas where other piping conflicts preclude the maximum cover desired, the piping shall be laid to provide the maximum cover obtainable.

C. Pipe, fittings, and accessories shall be installed as shown or indicated on the Drawings.

D. All connections to existing piping systems shall be made as shown or indicated on the Drawings after consultation and cooperation with authorities of the Owner.

E. Pipe Joint Deflection: Whenever it is desirable, and approved by the Engineer, to deflect pipe joints to avoid obstructions or to maintain required alignment, the amount of the joint deflection shall not exceed eighty percent (80%) of the maximum limits allowed by the pipe manufacturer.

F. In preparation for pipe installation, placement (stringing) of pipe should be as close to the trench as practical on the opposite side of the trench from the excavated material. The bell ends of the pipe should point in the direction of the work progress.

G. Pipe and fittings shall be laid accurately to the lines and grades indicated on Drawings or required. Where grades for the pipeline are not indicated on the Drawings, maintain a uniform depth of cover with respect to finish grade. Care shall be taken to insure a good alignment both horizontally and vertically and to give the pipe a firm bearing along its entire length. Any pipe which has its grade or joint disturbed after laying shall be taken up and re-laid.

H. All pipe and fittings shall be cleared of sand, dirt, and debris before laying. All precautions shall be taken to prevent sand, dirt or other foreign material from entering the pipe during installation. If necessary, a heavy, tightly woven canvas bag of suitable size shall be placed over each end of the pipe before lowering into the trench and left there until the connection is made to the adjacent pipe. Any sand, dirt, or other foreign material that enters the pipe shall be removed from the pipe immediately. Interior of all pipe and fittings shall be kept clean after installation until acceptable in the complete work.

I. Any time that pipe installation is not in progress, the open ends of pipe shall be closed by a watertight plug or other method approved by the Engineer. Plugs shall remain in pipe ends until all water is removed from the trench. No pipe shall be installed when trench conditions are unsuitable for such work, including standing water, excess mud, or rain.

J. After pipe has been laid, inspected, and found satisfactory, sufficient backfill shall be placed along the pipe barrel to hold the pipe securely in place while conducting the preliminary hydrostatic test. No backfill shall be placed over the joints until the preliminary test is satisfactorily completed, leaving them exposed to view for the detection of visible leaks.

K. Upon satisfactory completion of the hydrostatic test, backfilling of the trench shall be completed.

L. Aboveground and Exposed Piping: Piping shall be cut accurately to measurements established at the job site and shall be worked into place without springing or forcing, properly clearing all equipment access areas and openings. Changes in sizes shall be made with appropriate reducing fittings. Pipe connections shall be made in accordance with the details shown and manufacturer's recommendations. Open ends of pipe lines shall be properly capped or plugged during installation to keep dirt and other foreign material out of the system. Pipe supports and hangers shall be provided where indicated or as required to insure adequate support of the piping.

3.3 INSTALLATION OF PVC PIPE

A. Storage and Handling:

1. PVC pipe shall be delivered to the site in unbroken bundles packaged in such manner as to provide protection against damage. When possible, pipe should be stored at the job site in the unit packages until ready for use. Packaged units shall be handled using a forklift or a spreader bar with fabric straps. Packaged units shall not be stacked at the job site higher than two units high.

2. When it is necessary to store PVC pipe for long periods of time, exposure to direct sunlight shall be prevented by covering the pipe with an opaque material. Adequate air circulation above and around the pipe shall be provided as required to prevent excessive heat accumulation. PVC pipe shall not be stored close to heat sources of hot objects such as heaters, fires, boiler, or engine exhaust. Pipe gaskets shall be protected from excessive exposure to heat, direct sunlight, ozone, oil and grease. The interior and all sealing surfaces of pipe, fittings, and other appurtenances shall be kept clean and free of dirt and foreign matter.

3. Care shall be taken in handling and laying pipe and fittings to avoid severe impact blows, crushing, abrasion damage, gouging or cutting. Pipe shall be lowered, not dropped, from trucks or into trenches. All cracked, damaged, or defective pipe and fittings, or any length of PVC pipe having a gouge, scratch or other permanent indentation of more than ten percent (10%) of the wall thickness in depth, shall be rejected and removed at once from the work and replaced with new acceptable pipe at no additional cost to the Owner.

B. Field Cutting PVC Pipe: Field cutting of pipe shall be done in a neat workmanlike manner without creating damage to the pipe. The pipe shall be cut square with a fine-toothed hand or power saw or other cutter or knife designed for use with plastic pipe. Prior to cutting, the pipe shall be marked around its

entire circumference or a square in vise shall be used to ensure the pipe end is cut square. Remove burrs by smoothing edges with a knife, file, or sandpaper.

1. Field Cutting Bell and Spigot PVC Pipe: Bevel the cut end of the pipe using a pipe beveling tool, wood rasp or portable sander to prevent damage to the gasket during joint assembly. A factory finished beveled end should be used as a guide to ensure proper beveling angle and correct depth of bevel. Round off any sharp edges on the leading edge of the bevel with a knife or file.

C. Laying PVC Pipe:

1. Pipe Bedding: Bedding for PVC pipe shall be as specified using granular pipe bedding material.

2. All PVC pipe shall be laid in accordance with the pipe manufacturer's published installation guide, the AWWA Manual of Practice No. M23 "PVC Pipe-Design and Installation" and the Uni-Bell Plastic Pipe Association installation recommendations.

D. PVC Pipe Joint Assembly for Rubber Gasketed Bell and Spigot Pipe:

1. The PVC bell and spigot joint shall be assembled in accordance with the pipe manufacturer's installation instructions. Clean the interior of the bell, the gasket, and the spigot of the pipe to be jointed with a rag to remove any dirt or foreign material before assembling. Inspect the gasket, pipe spigot bevel, gasket groove and sealing surfaces for damage or deformation.

2. Lubricate the spigot end of the pipe with a lubricant supplied or specified by the pipe manufacturer for use with gasketed PVC pipe in potable water systems. The lubricant should be supplied as specified by the pipe manufacturer. After then spigot end is lubricated, it must be kept clean and free of dirt and sand. If dirt and sand adhere to the lubricated end, the spigot must be wiped clean and relubricated.

3. Insert the spigot into the bell so that it contacts the gasket uniformly. Align the pipe sections and push the spigot end into the bell until the manufacturer's reference mark on the spigot is flush with the end of the bell. The pipe should be pushed into the bell using a bar and wood block. The joint shall not be assembled by "stabbing" or swinging the pipe into the bell, nor shall construction machinery be used to push the pipe into the bell.

4. If undue resistance to insertion of the spigot end is encountered or if the reference mark does not reach the flush position, disassemble the joint and check the position of the gasket. If the gasket is twisted or pushed out of its seat, inspect the components, repair or replace damaged items, clean the components and repeat the assembly steps. Be sure the pipe is in proper alignment during assembly. If the gasket was not out of position, check the distance between the spigot end and the reference mark and relocate the mark if it is out of position.

E. PVC Pipe Joint Assembly for Threaded and Solvent Welded Pipe

1. All threaded and solvent welded joints shall be made watertight. All pipe cutting, threading and jointing procedures for threaded and solvent welded PVC pipe joints shall be in strict

accordance with the pipe and fitting manufacturer's printed installation instructions. Thread lubricant for threaded joints shall be Teflon tape only.

2. At threaded joints between PVC and metal pipes, the metal side shall contain the socket end and the PVC side the spigot. A metal spigot shall not, under any circumstances, be screwed into a PVC socket.

F. PVC forcemains underground shall be strapped every 10 feet or spiral wrapped with an insulated green No. 14 gauge copper ground wire for future location. The wire shall be stubbed out at each valve box or manhole.TAPPING SLEEVE AND VALVE

3.4 FITTING INSTALLATION FOR UNDERGROUND PIPING

A. All glands, clamps, bolts, nuts, studs and other uncoated parts of fitting joints for underground installation shall be coated with two coats, 10 mils DFT per coat, of coal tar epoxy equal to Kop-Coat Bitumastic No. 300-M.

3.5 CONCRETE PIPE ENCASEMENT

A. Concrete for concrete pipe encasement shall have a minimum strength of 3000 psi at 28 days and encasement shall be constructed in accordance with details shown on the Drawings. Encasement shall be constructed where:

1. Indicated on the Drawings

2. The Engineer shall order the pipeline encased.

B. The points of beginning and ending of concrete pipe encasement shall be not more than six inches from a pipe joint to protect the pipe from cracking due to uneven settlement of its foundation or the effects of superimposed live loads. Pipe shall be wrapped in visqueen.

C. Pipe encasement shall provide a minimum coverage of 6 inches all around the pipe including pipe bells.

3.6 INSTALLATION OF PIPE SLEEVES, WALL CASTINGS AND COUPLINGS

A. Pipe sleeves and wall castings shall be provided at the locations called for on the Drawings. These units shall be as detailed and of the material as noted on the Drawings. They shall be accurately set in the concrete or masonry to the elevations shown. All wall sleeves and castings required in the walls shall be in place when the walls are poured. Ends of all wall castings and wall sleeves shall be of a type consistent with the piping to be connected to them.

B. Link seals for wall sleeves shall be installed in strict accordance with the manufacturer's printed installation instructions. For watertight applications in tanks or treatment units, the link seal installation shall be tested hydrostatically for leaks at the same time as the tank or treatment unit. Any leaks that occur during the test period shall be repaired by checking the link seals for proper installation and replacement of unit(s) found to be defective at no additional cost to the Owner.

C. Pipe couplings shall be installed in strict accordance with the manufacturer's published instructions and recommendations.

3.7 MAIN CLEANING AND FLUSHING

A. Following the hydrostatic and leakage tests, all the mains constructed under this contract shall be cleaned and flushed to remove sand, loose dirt and other debris. Flushing velocity shall be a minimum of 2.5 fps. Flushing shall continue until clean water flows from the main. However, the Contractor shall endeavor to use the minimum amount of flushing water required to complete the work. To increase the efficiency of the cleaning and flushing operation, the Contractor shall use a pipeline pigging device of the proper size and designed to clean the intended pipeline. The pigging device shall be capable of turning through a standard 90 degree MJ bend. The type of pipeline pigging device and the method of operation shall be approved by the Engineer.

B. Upon completion of testing for the gravity drain line system, drain lines shall be flushed to remove dirt, sand, stones and other debris which may have entered the lines during construction and settled out in the lines and manholes. Materials and debris flushed from the drain lines shall be removed from a downstream manhole or basin and disposed of at an approved disposal area.

C. Water for flushing shall be clean water provided by the Contractor from a source approved by the Engineer and the Owner prior to beginning connections for flushing operations. Flushing shall only be completed upon approval by the Owner.

D. Temporary blow offs may be required for the purpose of flushing mains. Temporary blow offs shall be installed as close as possible to the ends of the main being flushed. Blow offs installed on the main shall be the same diameter as the main. Temporary blow offs shall be removed and plugged after the main is flushed. All costs for installing and removing temporary blow offs shall be at n additional cost to the Owner.

E. The Owner shall be notified at least three (3) working days prior to flushing mains.

F. Blow offs and temporary drainage piping used for flushing shall not be discharged into any gravity sewer or pumping station wetwell. The Contractor shall obtain prior approvals from the Engineer and the Owner as to the methods and locations of flushing water discharge

3.8 INSTALLATION OF REDUCED PRESSURE BACKFLOW PREVENTERS

A. Backflow preventers shall be installed at the locations shown on the Drawings. Backflow preventers shall be installed in accordance with the manufacturer's written installation instructions and as shown on the Drawings.

B. Reduced pressure principle backflow preventers shall be installed horizontally with an 18 inch minimum clearance between the finished grade and the lowest point on the bottom of the unit. Reduced pressure backflow preventers shall be installed with provisions for a suitable drain arrangement to drain off discharges from the relief valve, so that discharges are not objectionable. Backflow preventers shall be installed such that they are easily accessible for testing, maintenance and repair.

C. Piping and fittings for units three inches and larger in size shall have flanged joints. Piping, fittings and valves shall be properly supported with pipe support stands as shown on the Drawings.

D. Following installation of the reduced pressure backflow preventer, piping, fittings and valves, the entire aboveground assembly shall be finished painted in accordance with manufacturer's recommendations.

END OF SECTION 330531.13

SECTION 331419 - VALVES AND HYDRANTS

PART 1 - GENERAL

1.1 SCOPE OF WORK

A. This specification includes but is not limited to valves, hydrants, actuators, valve boxes, tapping sleeves, and appurtenances primarily intended for potable water, reclaimed water, and wastewater systems, for both aboveground and underground installations. The equipment shall include, but not be limited to, the following:

1. Gate Valves
2. Combination Pressure Relief and Pressure Sustaining Control Valve with Check Valves Option
3. Butterfly Valves
4. Plug Valves
5. Valve Actuators and Torque Limiting Devices
6. Air Release Valves
7. Valves Boxes
8. Lever and Weight Check Valves
9. Swing-Flex Check Valves
10. Hydrants
11. Tapping Sleeves and Valves
12. Insertion Valves

1.2 QUALITY ASSURANCE

A. REFERENCE STANDARDS:

1. AWWA C500 Metal-Seated Gate Valves for Water Supply Service
2. AWWA C509 Resilient-Seated Gate Valves for Water Supply Service
3. AWWA C515 Reduced-Wall, Resilient-Seated Gate Valves for Water Supply Service
4. AWWA C504 Rubber-Seated Butterfly Valves

5. AWWA C508 Swing-Check Valves for Waterworks Service
6. AWWA C550 Protective Interior Coatings for Valves and Hydrants
7. AWWA C502 Dry-Barrel Fire Hydrants
8. AWWA C800 Underground Service Line Valves and Fittings
9. AWWA C111 / ANSI A21.11 Rubber-Gasket Joints for Ductile-Iron Pressure Pipe and Fittings
10. AWWA C517 Eccentric Plug Valves
11. AWWA C213 Fusion-Bonded Epoxy Coating for the Interior and Exterior of Steel Water Pipelines
12. ANSI B16.1 Cast Iron Pipe Flanges and Flanged Fittings
13. ANSI B1.20.1 Pipe Threads, General Purpose (Inch)
14. ASTM A126 Gray Iron Castings for Valves, Flanges, and Pipe Fittings
15. ASTM A536 Ductile Iron Castings
16. ASTM A276 Stainless Steel Bars and Shapes
17. ASTM B62 Composition Bronze or Ounce Metal Castings
18. ASTM B584 Copper Alloy Sand Castings for General Applications
19. ASTM D429 Tests for Rubber Property—Adhesion to Rigid Substrates
20. ASTM G62 Holiday Detection in Pipeline Coatings

B. REFERENCED SPECIFICATIONS

a. *013323 Shop Drawings, Product Data, and Samples*

b. *017836 Warranties*

c. 312333 Trenching and Backfilling

d. 312319 Dewatering

e. 330505 Buried Piping Installation

f. 330597.16 Utility Identification

g. 330505.31 Hydrostatic Testing.

h. 330110.58 Disinfection of Water Utility Piping Systems

1.3 SUBMITTALS

A. Electronic Copies shall be submitted to the Engineer for approval prior to construction. Submission shall include; valves, hydrants, actuators, valve boxes, tapping sleeves, and appurtenances to be furnished, names of suppliers, manufacturer's certification of compliance to reference standards, manufacturers recommended fusion procedures installation methods, shop drawings for all valves and appurtenances.

B. The Contractor shall furnish an Affidavit of Compliance certified by the valve manufacturer that items furnished under this Contract comply with all applicable provisions of current AWWA and ASTM Standards and these Specifications. No valve or appurtenance will be accepted for use in the work on this project until the Affidavit has been submitted and approved by the Engineer.

C. See the specification *Section 013323 Shop Drawings, Product Data, and Samples* for additional details.

1.4 INSPECTION AND TESTING

A. The Engineer reserves the right to sample and test any valve, hydrant or appurtenance after delivery and to reject all valves, hydrants or appurtenances represented by any sample which fails to comply with the specified requirements.

1.5 HANDLING AND STORAGE

A. All materials shall be unloaded to an approved location, location to be approved by the Engineer prior to delivery of materials. Materials shall be handled to avoid damage.

B. Materials shall be lifted with hoists, slings or rolled on skidways to avoid shock. Wire rope or chain shall not be used. The Contractor shall be responsible for the safe handling of all materials.

C. The Contractor shall inspect all materials upon delivery to determine if any of the material has defects. All materials found during the inspection with defects, will be rejected by the Engineer.

1.6 WARRANTY AND ACCEPTANCE

A. See specification *Section 017836 Warranties* for additional information.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. All valves and appurtenances for a given valve type shall be from a manufacturer, who is fully experienced, reputable and qualified in the manufacture of the equipment to be furnished. The valves and appurtenances shall be designed, constructed, and installed in accordance with the best practices and methods and shall comply with these Specifications. All materials, equipment

and supplies shall be new and shall have not been in service at any time previous to installation, besides as required by testing.

B. The manufacturer's production facilities shall be open for inspection by the Engineer or his authorized representative. Qualified manufacturers shall be approved by the Engineer.

C. Manufacturers that are qualified and approved are referenced within the Owner list of approved manufacturers, provided within the appendices, or by Owner:

1. Mueller Co.
2. American Flow Control
3. Clow Valve Company
4. AVK Valves
5. Kennedy Valve
6. DeZurik
7. Pratt (Henry Pratt Company)
8. Val-Matic
9. Singer Valve
10. Cla-Val
11. Approved Alternative Manufacturer

D. Special tools, if required for the normal operation or maintenance, shall be supplied with the equipment.

E. All valves and appurtenances shall have the name of the manufacturer, year, and the working pressure for which they are designed cast in raised letters upon some visible part of the body.

2.2 GENERAL

A. All hand actuated buried valves shall have three-piece adjustable valve boxes and 2-inch square AWWA operating nuts. Provide 304 or higher grade stainless steel extension stems and alignment rings where needed to bring the operating nut to within 4 feet below the box lid. Valve boxes and alignment rings shall be furnished per the latest edition of the Owner's Approved Products List.

B. Valves shall open when turning the operating nut or wheel counterclockwise and shall close when turning clockwise, unless Owner requires different.

C. All buried valves shall have bonnet bolts, gland bolts, nuts, washers, and other trim hardware made of. 304 or higher grade stainless steel, unless otherwise specified in the following specification. All aboveground valves shall have bonnet bolts, gland bolts, nuts, washers, and

other trim hardware made of min. 316 stainless steel, unless otherwise specified in the following specification.

D. All aboveground external thrust restraints, flange adapters, and plain end coupling t-bolts, bolts, tie rods, nuts, and washers shall be 316 stainless steel or manufacturer standard.

E. All underground external thrust restraints, mechanical joint adapters, and plain end coupling t-bolts, bolts, tie rods, nuts, and washers shall be high strength, low alloy steel conforming to AWWA C111/ANSI A21.11-17 or ASTM A242 Standards and shall be coated with a factory applied blue fluoropolymer coating with min. 1 mil DFT per the latest edition of the Owner's list of approved manufacturers. The coating shall pass a 2000 hour salt spray test with less than 15% red rust per ASTM B117. Alternatively, 316 stainless steel hardware shall be acceptable.

F. All ductile iron valves shall have a factory applied, min. 8 mils average dry film thickness, fusion bonded epoxy coating on the interior and exterior conforming to AWWA C550, unless otherwise noted in the plans or the following specification.

G. A holiday-free certification letter shall be provided to the Owner at time of delivery stating that the internal coating of the valve has passed the holiday testing in accordance with ASTM G62, Method A (Low-Voltage).

H. The Contractor shall take extreme consideration when handling valves to ensure coating does not get damaged during construction. Engineer shall have the right to deny the installation of the valve if the Contractor damages the internal coating.

I. All other painted items exposed, including field painted box lids, etc., shall be painted the appropriate color with an epoxy type paint per *Section 09900 Paintings and Coatings* of these Specifications.

J. No valves with a break-way stem shall be allowed.

K. All manually-operated geared valves shall require a torque limiting device per Section 2.07

L. All brass alloy used for all surfaces coming in contact with potable water shall meet the requirements of UNS/CDA number C89833 as listed in ANSI/AWWA C800 Standard and the products produced with this alloy shall meet the ANSI/NSF Standard 61 and/or ANSI NSF Standard 372 as applicable, complying with the Safe Drinking Water Act. These products shall have the letters "NL" cast into the main body for proper identification.

2.3 GATE VALVES

A. Where indicated on the drawings or necessary due to locations, size, or inaccessibility, chain wheel operators shall be furnished with the valves. Such operators shall be designed with adequate strength for the valves with which they are supplied and provide for easy operation of the valve. Chains for valve operators shall be galvanized.

B. Gate valves installed underground shall be provided with a box cast in a concrete pad and a box cover. 304 or higher stainless steel valve extension stems shall be provided to place the valve operating nut no more than 4 feet deep.

C. Gate valves 3 inches to 54 inches in diameter shall be resilient seated, manufactured to meet or exceed the requirements AWWA C515 and shall be UL listed and FM approved where applicable. Valves shall have an unobstructed waterway equal to or greater than the full nominal diameter of the valve.

D. Buried gate valves shall have a non-rising min. 304 stainless steel stem to eliminate lead content. Buried gate valve bolts, nuts and washers shall be min. 304 stainless steel to eliminate exterior corrosion and maintain fastener strength. Manufacturer shall use anti- seize lubricant during assembly of bolt and nut sets to prevent corrosion and galling of metals. Stem seals shall be provided and shall be of the O-ring type, two above and one below the thrust collar. Aboveground valves for fire service shall be OS&Y with flanged joints. All other aboveground valves shall be non-rising stem (NRS) type. All aboveground valves shall have 316 stainless steel stems, bolts, nuts, and washers.

E. The wedge shall be ductile iron that is fully encapsulated with an EPDM rubber. The Elastomer type shall be permanently embossed or formed on the valve body or wedge. The resilient sealing mechanism shall provide zero leakage at the water working pressure when installed with the line flow in either direction.

F. Wheel operated gate valves resilient-seated, non-rising stem (NRS) type, wheel-operated, and conform to the requirements of AWWA C509 (for resilient-seated) or AWWA C500 (for metal-seated) standards. Valves shall be suitable for buried service in potable water systems and rated for a minimum working pressure of 250 psi.

G. The valve body and bonnet shall be ductile iron meeting or exceeding all the requirements of AWWA C515.

H. Valves shall be rated for an operating pressure of 250 psi and shall be tested in accordance with AWWA C515.

I. Valves for buried service are to have 2-inch cast or ductile iron AWWA operating nuts and shall open counterclockwise, unless required different by Owner. The wedge nut shall be bronze.

J. The valves shall be covered by a Manufacturer’s 10-year warranty on manufacturer’s defects and reasonable labor costs for replacement.

K. Gate valves shall be assembled and tested in a certified ISO 9001 manufacturing facility within the United States and provide their certification of meeting internationally recognized quality control procedures.

L. Valves with 16-inch diameter and larger shall be equipped with manufacturer’s standard heavy duty, externally adjustable gearbox that is totally enclosed to prevent water infiltration. Gearbox shall be permanently grease-filled. For buried service, vertical installation valves shall be supplied with spur-type gear and horizontal installation valves shall be supplied with bevel-type gear.

M. All horizontally-installed gate valves shall require a flush line installation per the Owner’s requirements.

N. All gate valves installed for wastewater application shall be installed vertically. Gate valves for force mains shall only be allowed for sizes 24-inch and above. Gate valves for lift stations aboveground metering and valve assemblies shall be allowed for sizes 3-inch and larger.

O. All gate valves shall be internally and externally coated with at least 16-mils average dry film thickness of a factory applied, two-part high solids epoxy conforming to AWWA C550. A holiday-free certification letter shall be provided to the Owner at time of delivery stating that the internal coating of the valve has passed the Holiday testing in accordance with ASTM G62, Method A (Low Voltage). The Contractor shall take extreme consideration when handling valves to ensure coating does not get damaged during construction. Owner representative shall have the right to deny the installation of the valve if the Contractor damages the internal coating.

P. All manually operated geared gate valves shall be furnished with a torque limiting device per Section 2.07.

Q. Gate valves shall be furnished per the latest edition of the Owner's Approved Products List.

2.4 COMBINATION PRESSURE RELIEF & PRESSURE SUSTAINING CONTROL VALVE WITH CHECK VALVE OPTION

A. Pressure relief/sustaining control valve and check valve shall be pilot operated diaphragm actuated valve with cast iron body, bronze disc guide, bronze seat, bronze cover bearing, and 125-pound flanged ends. The stem, nut, and spring shall be 304 or higher stainless steel. The pilot shall be hydraulically operated, diaphragm type globe valve. The main valve shall have a single removable seat and a resilient disc, of rectangular cross section, surrounded on three and a half sides. No external packing glands are permitted and there shall be no pistons operating the main valve or any controls. The valve shall be equipped with isolation valves to service the pilot system while permitting flow if necessary. Main valve and all pilot controls shall be manufactured in the United States of America. Main valve shall be single chamber type, with minimum 304 stainless steel stem.

B. Valve shall automatically reduce pressure for the downstream distribution network and sustain a minimum pressure in the high pressure main regardless of distribution demand, and as an option, shall also close when a pressure reversal occurs for check valve operations. The pilot system shall consist of two direct acting, adjustable, spring loaded diaphragm valves.

C. Valve shall be cast iron or ductile iron with main valve trim of brass and bronze. The pilot control valves shall be cast brass with 304 or higher stainless steel trim.

D. Pressure relief/sustaining control valve assembly shall be furnished per the latest edition of the Owner's Approved Products List.

2.5 BUTTERFLY VALVES

A. Butterfly valves shall conform to AWWA C504, Class 250 B, Mueller Lineseal XPII, DeZurik AWWA, Pratt HP-250II, or an approved equal.

B. Valve seats shall be an EPDM elastomer. Valve seats 24 inches and larger shall be field adjustable and replaceable without dismounting operator device or shaft and without removing

the valve from the line. Valves 20 inches and smaller shall have bonded or mechanically restrained seats as outlined in AWWA C504.

C. All valves shall be subject to hydrostatic and leakage tests at the point of manufacture. The hydrostatic test for Class 250 valves shall be performed with an internal hydrostatic pressure equal to 500 psi applied to the inside of the valve body of each valve. During the hydrostatic test, there shall be no leakage through the metal, the end joints or the valve shaft seal. The leakage test for the Class 250 valves shall be performed at a differential pressure of 250 psi and against both sides of the valve. No adjustment of the valve disc shall be necessary after pressure test for normal operation of valve. All valves shall be leaktight in both directions.

D. Butterfly valve actuators shall conform to AWWA C504. Gearing for the actuators shall be totally enclosed in a gear case. Actuators shall be capable of seating and unseating the disc against the full design pressure and shall transmit a minimum torque to the valve. Actuators shall be rigidly attached to the valve body.

E. The valve shaft shall be constructed of 18-8, ASTM A-276, Type 304 stainless steel and designed for both torsional and shearing stresses when the valve is operated under its greatest dynamic or seating torque. Shaft shall be of either a one piece unit extending full size through the valve disc and valve bearing or it may be of a stub shaft design. Shaft bearings shall be teflon or nylon, self-lubricated type.

F. Gearing for the operators shall be totally enclosed in a gear case in accordance with paragraph 3.8.3 of the above-mentioned AWWA Standard Specification.

G. Operators shall be capable of seating and unseating the disc against the full design pressure of velocity, as specified for each class, into a dry system downstream and shall transmit a minimum torque to the valve. Operators shall be rigidly attached to the valve body.

H. The manufacturer shall certify that the required tests on the various materials and on the completed valves have been satisfactory and that the valves conform with all requirements of this Specification and the AWWA standard.

I. Where indicated on the Drawings, extension stems, floor stands, couplings, stem guides, and floor boxes as required shall be furnished and installed.

2.6 PLUG VALVES

A. Plug valves shall be eccentric, non-lubricating type with integral plug and shafts. Plug valves shall be furnished with end connections and with actuating mechanisms as called for on the construction plans or as otherwise required. Valves shall seal bubble-tight or water drop- tight in both directions at hydrostatic pressure of 175 psi for 2-inch to 12-inch diameter and 150 psi for larger than 12-inch diameter when field pressure tested in accordance to AWWA C517-16.

B. Plug valves shall also be subjected, at the factory, to the Hydrostatic Testing specified in AWWA C517-16. The shell test shall be performed at a hydrostatic pressure of 1-1/2 times the design pressure of the valve. The seat pressure test shall be a certified hydrostatic test at the full design pressure of the valve. During the test, there shall be no leakage through the metal, or through the end joints or shaft seal, nor shall any part of the valve be deformed.

C. Flanged valve ends shall be faced and drilled according to ANSI B16.1, Class 125. Mechanical joint valve ends shall conform to AWWA C111. Threaded ends shall conform to the NPT requirements of ANSI B1.20.1.

D. The plug valve body, bonnet and gland shall be cast iron per ASTM A126, Class B or ductile iron grade 65-45-12 per ASTM A526 in accordance with AWWA C517-16. The integral plug and shaft shall be ductile iron grade 65-45-12 per ASTM A526. The entire plug and stem shall be fully encapsulated with nitrile (Buna N) rubber. Per AWWA C517-16, the rubber compound shall have been vulcanized to the metal plug and shall have a minimum strength of not less than 250 psi when tested according to ASTM D429, Method A or shall have a peel strength of not less than 75 psi when tested according to ASTM D429, Method B. Valve seats for sizes 3-inch and larger shall be at least 95 percent pure nickel, welded-in overlay into the cast or ductile iron body. The top and bottom shaft bearings shall be sintered, oil impregnated 316 stainless steel. Valves shall have top and bottom grit seals made of Buna- N rubber or PTFE.

E. Plug valves shall have a full round/circular cross-sectional area of the nominal pipe size area. The internal opening shall have an unobstructed waterway equal to the full circular cross-sectional area of the inside diameter of the pipe it is attached.

F. Below grade plug valves, 3-inch and larger shall have a manufacturer standard heavy duty worm gear type actuators with 2-inch square operating nuts. The gearbox shall be externally adjustable and totally enclosed to prevent water infiltration. Actuators for buried service valves shall be not less than 90% grease packed and totally sealed by means of gaskets or O-rings. Actuators shall be self-locking and designed to transmit twice the required actuator torque without damage to the faces of the gear teeth. Gearboxes shall be certified to meet ISO 9001 standards. The gearbox worm gear shall be hardened steel or ductile iron ASTM A536 Class 65-45-12. Gearbox shaft shall be manufactured of hardened steel. Gearbox bearings shall be high efficiency, oil impregnated, manufactured of bronze or hardened steel.

G. All manually operated geared plug valves shall be furnished with a torque-limiting device per Section 2.07.

H. Plug valves shall be installed side-ways with plug shaft horizontal so that the plug rotates upward when it opens, with the flow entering the seat end of the valve.

I. All plug valves shall be internally and externally coated with at least 16-mils average dry film thickness of a factory applied, two-part high solids epoxy conforming to AWWA C550. A holiday-free certification letter shall be provided to the Owner at time of delivery stating that the internal coating of the valve has passed the Holiday testing in accordance with ASTM G62, Method A (Low Voltage). The Contractor shall take extreme consideration when handling valves to ensure coating does not get damaged during construction. Owner representative shall have the right to deny the installation of the valve if the Contractor damages the internal coating.

J. Plug valves shall be furnished per the latest edition of the Owner's Approved Products List.

2.7 VALVE ACTUATORS AND TORQUE LIMITING DEVICES

A. Gate, Tapping, and Plug Valve Torque-Limiting Devices:

1. Buried gate, tapping, and plug buried valves that are furnished with a gearbox shall also require a valve torque-limiting device to prevent valve and actuator damage caused by excessive operating torque.

2. The overtorque protection mechanism enclosed in a hermetically sealed cast iron housing and permanently lubricated with molydisulfide-bearing, water-resistance, high pressure synthetic grease.

3. The housing shall have integrally cast, 2-inch AWWA operating nut and matching socket to operate and to fit over the actuator or extension shaft nut, respectively. The socket shall be provided with a set screw to fit to the device.

4. The device shall transmit sufficient torque to free up and operate the valve and shall be factory set to 1.5 times the input torque of the valve provided that the trip limit is at least 100 ft-lb less than the valve breaking torque. Refer to the latest edition of the Owner's list of approved manufacturers for the trip limits set for each specified valve.

5. The torque limiting device shall be internally and externally coated with a fusion-bonded epoxy and enamel top-coat conforming to AWWA C-213.

6. All hardware shall be 304 or higher stainless steel.

7. The torque limiting device shall be furnished per the latest edition of the Owner's Approved Products List.

B. Manual Actuators:

1. Manual actuators shall be of the traveling nut, self-locking type or of the worm gear type and shall be designed to hold the valve in any intermediate position between fully open and fully closed without creeping or fluttering.

2. Actuators shall be capable of seating and unseating the disc against the full design pressure and velocity, as specified for each class, into a dry system downstream, and shall transmit a minimum torque to the valve. Actuators shall be rigidly attached to the valve body.

3. Actuators shall be equipped with mechanical stop-limiting locking devices to prevent over travel of the disc in the open and closed positions. They shall turn counter-clockwise to open valves.

4. Valves located above grade shall have handwheel and position indicator, and valves located below grade shall be equipped with a 2-inch square AWWA operating nut located at ground level and cast iron extension type valve box.

5. Manual actuators shall have permanently lubricated, totally enclosed gearing with handwheel and gear ratio sized on the basis of actual line pressure and velocities.

C. Motor Actuators (Modulating):

1. The motor actuated valve controller shall include the motor, actuator unit gearing, limit switch gearing, limit switches, position transmitter which shall transmit a 4-20 mA DC

signal, control power transformer, electronic controller which will position the valve based on a remote 4-20 milliamp signal, torque switches, bored and key-wayed drive sleeve for non- rising stem valves, declutch lever and auxiliary handwheel as a self-contained unit.

2. The motor shall be specifically designed for valve actuator service using 480 volt, 60 Hertz, three phase power as shown, on the electrical drawings. The motor shall be sized to provide an output torque and shall be the totally enclosed, non-ventilated type. The power gearing shall consist of helical gears fabricated from heat treated alloy steel forming the first stage of reduction. The second reduction stage shall be a single stage worm gear. The worm shall be of alloy steel with carburized threads hardened and ground for high efficiency. The worm gear shall be of high tensile strength bronze with hobbed teeth. All power gearing shall be grease lubricated. Ball or roller bearings shall be used throughout. Preference will be given to units having a minimum number of gears and moving parts. Spur gear reduction shall be provided as required.

3. Limit switches and gearing shall be an integral part of the valve control. The limit switch gearing shall be made of bronze and shall be grease lubricated, intermittent type and totally enclosed to prevent dirt and foreign matter from entering the gear train. Limit switches shall be of the adjustable type capable of being adjusted to trip at any point between fully opened valve and fully closed valve.

4. The speed of the actuator shall be the responsibility of the system supplier with regard to hydraulic requirements and response compatibility with other components within the control loop. Each valve controller shall be provided with a minimum of two rotor type gear limit switches, one for opening and one for closing. The rotor type gear limit switch shall have two normally open and two normally closed contacts per rotor. Gear limit switches must be geared to the driving mechanism and in step at all times whether in motor or manual operation. Provision shall be made for two additional rotors as described above, each to have two normally open and two normally closed contacts. Each valve controller shall be equipped with a double torque switch. The torque switch shall be adjustable and will be responsive to load encountered in either direction of travel. It shall operate during the complete cycle without auxiliary relays or devices to protect the valve, should excessive load be met by obstructions in either direction of travel. The torque switch shall be provided with double-pole contacts.

5. A permanently mounted handwheel shall be provided for manual operation. The handwheel shall not rotate during electric operations, but must be responsive to manual operation at all times except when being electrically operated. The motor shall not rotate during hand operation nor shall a fused motor prevent manual operation. When in manual operating position, the unit will remain in this position until motor is energized at which time the valve operator will automatically return to electric operation and shall remain in motor position until handwheel operation is desired. This movement from motor operation to handwheel operation shall be accomplished by a positive declutching lever which will disengage the motor and motor gearing mechanically, but not electrically. Hand operation must be reasonably fast. It shall be impossible to place the unit in manual operation when the motor is running. The gear limit switches and torque switches shall be housed in a single easily accessible compartment integral with the power compartment of the valve control. All wiring shall be accessible through this compartment. Stepping motor drives will not be acceptable.

6. The motor with its control module must be capable of continuously modulating over its entire range without interruption by heat protection devices. The system, including the operator and control module must be able to function, without override protection of any kind, down to zero dead zone.

7. All units shall have strip heaters in both the motor and limit switch compartments.

8. The actuator shall be equipped with open-stop-close push buttons, an auto-manual selector switch, and indicating lights, all mounted on the actuator or on a separate locally mounted power control station.

9. The electronics for the electric operator shall be protected against temporary submergence.

10. Actuators shall be Flowserve Limitorque L120 with Mudotronic Control System. Actuator shall containing a position transmitter with a 4-20MA output signal, or Engineer approved equal.

D. Motor Actuators (Open-Close):

1. The electronic motor-driven valve actuator shall include the motor, actuator gearing, limit switch gearing, limit switches, torque switches, fully machined drive sleeve, declutch lever, and auxiliary handwheel as a self-contained unit.

2. The motor shall be specifically designed for valve actuator service and shall be of high torque totally enclosed, nonventilated construction, with motor leads brought into the limit switch compartment without having external piping or conduit box.

3. The motor shall be of sufficient size to open or close the valve against maximum differential pressure when voltage to motor terminals is 10% above or below nominal voltage.

4. The motor shall be prelubricated and all bearings shall be of the anti-friction type.

5. The power gearing shall consist of helical gears fabricated from heat treated steel and worm gearing. The worm shall be carburized and hardened alloy steel with the threads ground after heat treating. The worm gear shall be of alloy bronze accurately cut with a hobbing machine. All power gearing shall be grease lubricated. Ball or roller bearings shall be used throughout.

6. Limit switches and gearing shall be an integral part of the valve actuator. The switches shall be of the adjustable rotor type capable of being adjusted to trip at any point between fully opened valve and fully closed valve. Each valve controller shall be provided with a minimum of two rotor type gear limit switches, one for opening and one for closing (influent valves require additional contacts to allow stopping at an intermediate position). The rotor type gear limit switch shall have two normally open and two normally closed contacts per rotor. Additional switches shall be provided if shown on the control and/or instrumentation diagrams. Limit switches shall be geared to the driving mechanism and in step at all times whether in motor or manual operation. Each valve actuator shall be equipped with a double torque switch. The torque switch shall be adjustable and will be responsive to load encountered in either direction of travel. It shall operate during the

complete cycle without auxiliary relays or devices to protect the valve should excessive load be met by obstructions in either direction of travel. Travel and thrusts shall be independent of wear in valve disc or seat rings.

7. A permanently mounted handwheel shall be provided for manual operation. The handwheel shall not rotate during electric operation except when being electrically operated. The motor shall not rotate during hand operation, nor shall a fused motor prevent manual operation. When in manual operating position, the unit will remain in this position until motor is energized at which time the valve actuator will automatically return to electric operation and shall remain in motor position until handwheel operation is desired. Movement from motor operation to handwheel operation shall be accomplished by a positive declutching lever which will disengage the motor and motor gearing mechanically, but not electrically. Hand operation must be reasonably fast. It shall be impossible to place the unit in manual operation when the motor is running.

8. Valve actuators shall be equipped with an integral reversing controller and three phase overload relays, Open-Stop-Close push buttons, local-remote-manual selector switch, control circuit transformer, three-phase thermal overload relays and two pilot lights in a NEMA 4X enclosure. In addition to the above, a close coupled air circuit breaker or disconnect switch shall be mounted and wired to the valve input power terminals for the purpose of disconnecting all underground phase conductors.

9. The valve actuator shall be capable of being controlled locally or remotely via a selector switch integral with the actuator. In addition, an auxiliary dry contact shall be provided for remote position feedback.

10. Valve A.C. motors shall be designed for operation on a 480 volt, 3-phase service. Valve control circuit shall operate from a fuse protected 120 volt power supply.

11. Motor operators shall be Flowserve Limitorque L120 with Mudotronic Control System, or Engineer approved equal.

2.8 AIR RELEASE VALVES

A. Air release valves shall be automatic float operated, with 2” inlet size and working pressure ratings as required, and NPT connections.

B. Air release valves for standard application shall have body and cover made of ductile iron per ASTM A536, Class B. The orifice, float and linkage shall be 316 stainless steel. The seat shall be (Buna N) nitrile elastomer. The external fasteners including bolts, washers, and nuts shall be made of 316 stainless steel.

C. Air release valves installed over waterways and within 50-miles of saltwater coastline shall have body and cover made of 316 stainless steel, with 2” inlet size and working pressure ratings as required, and NPT connections. Diaphragm, debris shield, float, debris screen, diaphragm holder, and upper air valve part shall be made of homopolymer (PP) or Delrin (POM). The external fasteners including bolts, washers, and nuts shall be made of 316 stainless steel.

D. Air release valves shall be furnished with a ball valve.

E. Air release valves shall be furnished per the latest edition of the Owner list of approved products.

2.9 VALVE BOXES

A. Buried valves shall have adjustable cast iron or HDPE (if allowed per Owner requirements) valve boxes. Lids shall be cast iron drop type, and shall have “WATER”, “SEWER”, or “RECLAIM”, as applicable, cast into the top. Lids will be painted blue for potable water, purple for reclaimed water, and green for sanitary sewer.

B. Cast iron boxes shall be two-piece or three-piece, screw type, with extensions, as required to make the desired box length. Bottom barrel shall be 5-1/4 inches inside diameter, with a flanged bottom with sufficient bearing area to prevent settling.

C. HDPE boxes shall be two-piece, adjustable, 1/4-inch thick minimum heavy wall, high density polyethylene, with cast iron top and 304 or higher stainless steel adjustable stem. Bottom barrel shall have flanged bottom to prevent settling. All bolts, screws and pins shall be 304 or higher stainless steel.

D. All potable water, sewer, and reclaimed water grade-adjustment risers shall be cast iron material. No plastic or steel risers shall be allowed.

E. A box alignment ring device shall be installed in the valve box per the latest edition of the Owner list of approved products.

F. Stand pipe shall match color code of the system being installed, blue for potable water, purple for reclaimed water, and green for sanitary sewer.

2.10 LEVER & WEIGHT CHECK VALVES

A. Check valves shall be swing type, weighted lever, conforming to AWWA C508. Valves shall be iron-body, bronze-mounted, single disc, with ANSI B16.1 Class 125 flanged ends.

B. When there is no flow through the line, the disc shall hang lightly against its seat in practically a vertical position. When open, the disc shall swing clear of the waterway.

C. Check valves shall have bronze seat and body rings. Hinge pins shall be extended bronze or 316 stainless steel. All external bolts, nuts, and washers shall be 316 stainless steel.

D. Valves shall be so constructed that disc and body seat may easily be removed and replaced without removing the valve from the line. Valves shall be fitted with an extended hinge arm with outside lever and weight.

E. All check valves shall be internally and externally coated with at least 12-mils average dry film thickness of a factory applied, two-part high solids epoxy conforming to AWWA C550. A holiday-free certification letter shall be provided to the Owner at time of delivery stating that the internal coating of the valve has passed the Holiday testing in accordance with ASTM G62, Method A (Low Voltage). The Contractor shall take extreme consideration when handling valves to ensure coating does not get damaged during construction. Owner representative shall have the right to deny the installation of the valve if the Contractor damages the internal coating.

F. Refer to the latest edition of the Owner's list of approved manufacturers for an acceptable manufacturer and model.

2.11 SWING FLEX CHECK VALVES

A. Swing Flex Check valves shall be of the full flow body type, with a domed access cover. It shall be equipped with a flexible disc, which is the only moving part, and it shall conform to AWWA C508.

B. Valves body and cover shall be ASTM A536 Grade 65-45-12 ductile iron with ANSI B16.1 Class 125 flanged ends. The disc shall be precision-molded EPDM.

C. When there is no flow through the line, the disc shall hang lightly against its inclined seat. When open, the disc shall swing clear of the waterway.

D. Check valves shall be lead free, ductile iron conforming to NSF 61. All external bolts, nuts, and washers shall be 316 stainless steel nuts and bolts on bolted covers.

E. Valves shall be constructed so that the disc and body seat may easily be removed and replaced without removing the valve from the line. Valves shall be fitted with an extended hinge arm with outside lever and weight.

F. Valves shall be equipped with minimum 17-4 stainless steel seat position indicator and 304 or higher stainless steel backflow actuator.

G. All swing flex check valves shall be internally and externally coated with at least 8-mils average dry film thickness of a factory applied, two-part high solids epoxy conforming to AWWA C550. A holiday-free certification letter shall be provided to the Owner at time of delivery stating that the internal coating of the valve has passed the Holiday testing in accordance with ASTM G62, Method A (Low Voltage). The Contractor shall take extreme consideration when handling valves to ensure coating does not get damaged during construction. Owner representative shall have the right to deny the installation of the valve if the Contractor damages the internal coating.

H. Refer to the latest edition of the Owner's list of approved manufacturers for acceptable manufacturer and model.

2.12 HYDRANTS

A. Hydrants shall be dry barrel and shall conform to AWWA C502 and UL/FM certified. The hydrants shall meet the specific requirements and exceptions which follow:

B. Hydrants shall be according to manufacturer's standard pattern or nostalgic style and of standard size, and shall have one 5-inch Storz connection with two 2½- inch hose nozzles.

C. Hydrant inlet connections shall have mechanical joints for 6-inch pipe.

D. Hydrant valve opening shall have an area at least equal to that area of a 5 1/4-inch minimum diameter circle and be obstructed only by the valve rod. Each hydrant shall be able to deliver 500 gpm minimum through its two 2-1/2-inch hose nozzles when opened together with a loss of not more than 2 psi in the hydrant per AWWA C502.

E. The upper and lower stem rod shall be 304 or higher stainless steel and shall have a breakable stem-rod coupling of 304 or higher stainless steel, or cast iron or ductile iron with a fusion bonded epoxy coating, with 304 or higher stainless steel pins and clips.

F. Hydrants shall be hydrostatically tested as specified in AWWA C502 and shall be rated at 250 psi minimum.

G. The operating nut shall be 1½ -inch pentagon shaped with a protective weather cover, and open counter clockwise, unless directed otherwise by the Owner.

H. All nozzle threads shall be American National Standard.

I. Each nozzle cap shall be provided with a rubber washer.

J. All hydrants shall be traffic breakaway type and allow for 360-degree rotation to correct position after installation.

K. Hydrants must be capable of being extended without removing any operating parts.

L. The breakaway coupling can be fusion bonded epoxy coated or 304 or higher stainless steel. If allowed in Owner's requirements only one hydrant extension is allowed per hydrant.

M. Weepholes shall be excluded from fire hydrants.

N. Hydrant main valve closure shall be of the compression type opening against the pressure and closing with the pressure. The main valve shall be faced or covered with EPDM elastomer, which shall seat on a bronze ring. The letters "EPDM" shall be factory embossed or etched into the rubber.

O. Hydrant bonnets, weather cover, nozzle section, caps, and shoe shall be cast iron or ductile iron. Hydrant shoe shall be fusion bonded epoxy coated inside and outside. Standpipe shall have standard thickness cement lining on the inside in accordance with AWWA C104 and standard 1-mil asphaltic exterior coating or shall have fusion bonded epoxy inside and outside. Hydrant bonnets, weather cover, nozzle section, and caps shall have interior and exterior epoxy primer. Aboveground parts shall have a UV-resistant external top coat of minimum 4-mils DFT per the latest edition of the Owner's list of approved manufacturers.

P. Hydrant shall also be stamped with the year of installation, per AWWAC502.

Q. Abovegrade exterior nuts, bolts and washers shall be 316 stainless steel. Bronze nuts may be used below grade.

R. All internal operating parts shall be removable without requiring excavation.

S. Refer to the latest edition of the Owner's list of approved manufacturers for acceptable manufacturer and model.

2.13 TAPPING SLEEVES AND VALVES

A. Tapping valves shall be provided with a valve box and cover.

B. Tapping valves 3 inches to 54 inches in diameter shall be resilient seated, manufactured to meet or exceed the requirements AWWA C515 and shall be UL listed and FM approved where applicable. Valves shall have an unobstructed waterway equal to or greater than the full nominal diameter of the valve to accommodate the full size shell cutter.

C. The valves shall have a non-rising 304 or higher stainless steel stem to eliminate lead content. All valve bolts, nuts and washers shall be 304 or higher stainless steel to eliminate exterior corrosion and maintain fastener strength. Manufacturer shall use anti-seize lubricant during assembly of bolt and nut sets to prevent corrosion and galling of metals. Stem seals shall be provided and shall be the O-ring type, two above and one below the thrust collar.

D. The wedge shall be ductile iron fully encapsulated with an EPDM rubber. The Elastomer type shall be permanently embossed of formed on the valve body or wedge. The resilient sealing mechanism shall provide zero leakage at the water working pressure when installed with the line flow in either direction.

E. The valve body and bonnet shall be ductile iron meeting or exceeding all the requirements of AWWA C515. The valves shall be flanged with alignment ring by mechanical joint.

F. Valves shall be rated for an operating pressure of 250 psi and shall be tested in accordance with AWWA C515.

G. The valves are to have 2-inch cast or ductile iron AWWA operating nuts and shall open left or counterclockwise, unless otherwise dictated by Owner's requirements. The wedge nut shall be bronze.

H. The valves shall be covered by a Manufacturer's 10 year warranty on manufacturer's defects and reasonable labor costs for replacement.

I. Valves shall be assembled and tested in a certified ISO 9001 manufacturing facility within the United States and provide their certification of meeting internationally recognized quality control procedures.

J. Valves with 16" diameter and larger shall be equipped with manufacturer's standards heavy duty, externally adjustable gearbox that is totally enclosed to prevent water infiltration. Gearbox shall be permanently grease filled. For buried service vertical installations valves shall be supplied with spur-type gear and horizontal installations valves shall be supplied with bevel-type gear.

K. All horizontally-installed tapping valves shall require a flush line installation per Owner Utility specifications.

L. All tapping valves installed for wastewater application shall be installed vertically.

M. All tapping valves shall be furnished with a torque limiting device per 2.07 of this Section.

N. Full faced flange gaskets shall cover the entire area of the flange surface and be 1/8-inch minimal thickness of rubber.

O. For potable, wastewater and reclaimed water mains, tapping valve and sleeves shall use Ethylene Propylene Diene Monomer (EPDM) rubber gaskets with the letters "EPDM" factory embossed

or edged into gasket, or Viton gaskets, or at the recommendation of the manufacturer or Engineer..

P. Tapping sleeves and straps shall be constructed from 316 stainless steel. All hardware for joining the two sleeve halves and the tapping valve into bolts, nuts, and washers shall be 316 stainless steel. Threads must be coated to prevent galling.

Q. Tapping sleeves shall seal to the pipe by the use of a gasket compounded for water or sewer, and shall be able to withstand a pressure test of 180 psi for water lines or 150 psi for sewer force mains for one hour with no leakage in accordance with AWWA C110. A 316 stainless steel ¾-inch NPT test plug shall be provided for pressure testing. Threads must be coated to prevent galling.

R. If the tapping sleeves have rubber wrap around gasket, it shall be provided with the elastomer letters and company logo factory stamped with white ink. Alternatively, the elastomer letters shall be factory engraved/etched on the exterior shell of the tapping sleeve.

S. Tapping sleeves and valves shall be furnished per the latest edition of the Owner's Approved Products List.

2.14 INSERTION VALVE

A. Insertion valves shall be resilient wedge gate valves, manufactured to meet or exceed the requirements AWWA C515 and shall be UL listed and FM approved where applicable. Valves shall have an unobstructed waterway equal to or greater than the full nominal diameter of the valve.

B. Buried gate valves shall have a non-rising 304 or higher stainless steel stem to eliminate lead content. Buried gate valve bolts, nuts and washers shall be 304 or higher stainless steel to eliminate exterior corrosion and maintain fastener strength. Manufacturer shall use anti-seize lubricant during assembly of bolt and nut sets to prevent corrosion and galling of metals. Stem seals shall be provided and shall be of the O-ring type, two above and one below the thrust collar.

C. The wedge shall be ductile iron that is fully encapsulated with an EPDM rubber. The Elastomer type shall be permanently embossed or formed on the valve body or wedge. The resilient sealing mechanism shall provide zero leakage at the water working pressure when installed with the line flow in either direction.

D. The valve body and bonnet shall be ductile iron meeting or exceeding all the requirements of AWWA C515.

E. Valves shall be rated for an operating pressure of 250 psi and shall be tested in accordance with AWWA C515.

F. The valves are to have 2-inch cast or ductile iron AWWA operating nuts and shall open left or counterclockwise, unless otherwise dictated by Owner's requirements. The wedge nut shall be bronze

G. The valves shall be covered by a Manufacturer's 10 year warranty on manufacturer's defects and reasonable labor costs for replacement.

H. Gate valves shall be assembled and tested in a certified ISO 9001 manufacturing facility within the United States and provide their certification of meeting internationally recognized quality control procedures.

I. Contractor shall be qualified to perform the installation and shall provide written certification by valve manufacturer guaranteeing the Contractor is qualified to perform the Work.

J. Sizes 12" and smaller must be capable of working on ductile iron pipe, PVC IPS, PVC C900-16, or Asbestos Cement without having to change either the top or bottom portion of split valve body.

K. Valve shall have a minimum 10-mil fusion bonded epoxy on the interior and exterior.

PART 3 - EXECUTION

3.1 FIELD LAYOUT AND MODIFICATION

A. The Contractor shall be responsible for the construction layout stakes and/or offsets required to complete the design. The Contractor shall coordinate with the Engineer if deviations are necessary.

3.2 VALVE AND APPURTENANCES INSTALLATION REQUIREMENTS

A. All valves and appurtenances shall be installed in the location shown on the drawings, true to alignment and rigidly supported. Any damage occurring to the above items before they are installed shall be repaired to the satisfaction of the Engineer.

B. After installation, all valves and appurtenances shall be tested at least two hours at the working pressure of pipeline, unless a different test pressure is specified. If any joint proves to be defective, it shall be repaired to the satisfaction of the Engineer.

C. Install all floor boxes, brackets, extension rods, guides, the various types of operators and appurtenances as shown on the Drawings that are in masonry floors or walls. Install concrete inserts for hangers and supports as soon as forms are erected and before concrete is poured. Before setting these items, the Contractor shall check all plans and figures which have a direct bearing on their location and he shall be responsible for the proper location of these valves and appurtenances during the construction of the structures.

D. Pipe for use with flexible couplings shall have plain ends as specified in the respective pipe sections.

E. Prior to assembly of split couplings, the grooves as well as other parts shall be thoroughly cleaned. The ends of the pipes and outside of the gaskets shall be moderately coated with petroleum jelly, cup grease, soft soap or graphite paste, and the gasket shall be slipped over one pipe end. After the other pipe has been brought to the correct position, the gasket shall be centered properly over the pipe ends with the lips against the pipes. The housing sections then

shall be placed. After the bolts have been inserted, the nuts shall be tightened until the housing sections are firmly in contact, metal-to-metal, without excessive bolt tension.

F. Prior to the installation of sleeve-type couplings, the pipe ends shall be cleaned thoroughly for a distance of 8". Soapy water may be used as a gasket lubricant. A follower and gasket, in that order, shall be slipped over each pipe to a distance of approximately 6-inches from the end.

G. Valve boxes with concrete bases shall be installed as shown on the Drawings. Mechanical joints shall be made in the standard manner. Valve stems shall be vertical in all cases. Place a cast iron box over each stem with the base bearing on compacted fill and the top flush with the final grade. Boxes shall have sufficient bracing to maintain alignment during backfilling. Knobs on the cover shall be parallel to pipe. Remove all debris from valve box.

3.3 HYDRANTS

A. Hydrants shall be set at the locations designated by the Engineer and/or as shown on the Drawings and shall be bedded on a firm foundation. A drainage pit on crushed stone as shown on the Drawings, shall be filled with gravel or crushed stone and satisfactorily compacted. During backfilling, additional gravel or crushed stone shall be brought up around and 6" over the drain port. Each hydrant shall be set in true vertical alignment and shall be properly braced. Concrete thrust blocks shall be placed between the back of the hydrant inlet and undisturbed soil at the end of the trench. Minimum bearing area shall be as shown on the plans. Felt paper shall be placed around the hydrant elbow prior to placing concrete. Concrete used for backing shall be as specified herein.

3.4 TAPPING SLEEVE AND VALVE

A. When installations are made under pressure, the flow of water through the existing main shall be maintained at all times.

B. The entire operation shall be conducted by workmen thoroughly experienced in the installation of tapping sleeves and valves, and under the supervision of qualified personnel furnished by the manufacturer. The tapping machine shall be furnished by the Contractor.

C. The Contractor shall determine the locations of the existing main to be tapped to confirm the fact that the proposed position for the tapping sleeve will be satisfactory and no interference will be encountered such as the occurrence of existing utilities or of a joint or fitting at the location proposed for the connection. No tap will be made closer than 30-inches from a pipe joint.

D. Tapping valves shall be set in vertical position and be supplied with a 2-inch square operating nut for valves 2-inches and larger. The valve shall be provided with an oversized seat to permit the use of full sized cutters.

E. Tapping sleeves and valves shall be squarely centered on the main to be tapped. Adequate support shall be provided under the sleeve and valve during the tapping operation. Thrust blocks shall be provided behind all tapping sleeves. Proper tamping of supporting earth around and under the valve and sleeve is mandatory. After completing the tap, the valve shall be flushed to ensure that the valve seat is clean.

F. Tapping sleeves shall be required to be tested at 150% of rated working pressure, per AWWA C509

3.5 SHOP PAINTING

A. Ferrous surfaces of valves and appurtenances shall receive a coating of min. 8 mils average dry film thickness rust-inhibitive epoxy, unless otherwise specified in this Section. All pipe connection openings shall be capped to prevent the entry of foreign matter prior to installation.

3.6 FIELD PAINTING

A. All ferrous valves and appurtenances specified herein and exposed to view shall be coated per *Section 099000 Paintings and Coatings*.

3.7 COMPLIANCE AND TESTING

A. All valves, hydrants, and appurtenances shall remain undisturbed for 24 hours to develop complete strength at all joints. All pipelines shall be subjected to hydrostatic pressure and leak testing. Prior to testing, the pipe lines shall be supported in a manner approved by the Engineer to prevent movement during tests.

1. If the manufacturer provides no sufficient pressure test protocol recommendation, the Contractor shall follow the procedure outlined in *Section 330505.31 Hydrostatic Testing.*

B. Tracer Wire

1. Tracer wire shall be installed, tested by the Contractor following the reference *Section 330597.16 Utility Identification*.

C. Disinfection

1. Disinfection of the installed potable water line shall conform to the requirements of *Section 330110.58 Disinfection of Water Utility Piping Systems*.

D. All leaks shall be repaired and lines retested as approved by the Engineer.

END OF SECTION 331419

SECTION 334210 – STORM DRAINAGE SYSTEMS

PART 1 - GENERAL

1.1 WORK INCLUDED

A. The work covered and described in this section includes the furnishing and construction of storm sewers, inlets, manholes, endwalls and other drainage structures, or drainage construction as shown or indicated on the Drawings, and specified herein, and as listed in the Contract.

B. All work shall conform to the applicable Technical Specifications of Florida Department of Transportation "Standard Specifications for Road and Bridge Construction" latest edition, (Divisions II and III) and "Roadway and Traffic Design Standards", latest edition, including any amendments thereto. The Contractor shall acquire their own copies of the Department of Transportation Standards. In the event of conflict between the Department of Transportation Standards and the specifications listed in these documents, the Engineer shall determine which shall govern. Reference in the Department of Transportation Standards to the Department or its representatives shall be interpreted for this Contract to be the Owner and/or Owner's Engineer or their authorized representatives.

PART 2 - PRODUCTS

2.1 INLETS, MANHOLES AND JUNCTION BOXES

A. Inlets, Manholes and Junction Boxes shall be constructed of reinforced concrete or brick masonry unless otherwise specified in the plans.

B. All manholes shall be constructed according to the Specifications set forth previously in applicable Specification sections.

C. Precast inlets, manholes and junction boxes may be used unless otherwise shown in the plans. The design and fabrication of precast units shall be in accordance with the Drawings and the Specifications. In storm sewer applications the interiors of inlets, manholes, and junction boxes will not require a protective coating; however, all other construction procedures will be followed.

2.2 PIPE

A. Round Concrete Pipe shall be reinforced concrete culvert pipe conforming to the requirements of Department of Transportation Standards and Specifications. Standard concrete pipe shall meet Class III design requirements of ASTM C76 and all accompanying modifications. Special concrete pipe shall meet Class IV design requirements unless Class V pipe is specifically designated. Pipe joints shall be rubber gasket joints manufactured and installed to meet the requirements specified in Section 942 of Florida Department of Transportation Standards and Specifications.

B. Reinforced Concrete Arch Pipe shall conform to the requirements of ASTM Designation C 507-75. Class III pipe shall be used unless otherwise specified. Pipe joints shall have rubber gaskets and meet the above mentioned requirements as specified for concrete pipe.

C. Reinforced Concrete Elliptical Pipe shall conform to the requirements of ASTM C 507, modifications to ASTM C 76 for round concrete pipe, shall also apply to elliptical pipe, where applicable. Standard elliptical pipe shall meet the requirements of Table I for Class HE-III and special elliptical pipe shall meet the requirements of Table I for Class HE-IV.

D. Corrugated HDPE Pipe shall meet design requirements specified in Section 948 of Department of Transportation Standards and Specifications, Class II, Type S.

2.3 HEADWALLS, ENDWALLS, AND END SECTIONS

A. Headwalls, Endwalls and End Sections shall conform to details shown on the Drawings and detail sheets. All drainage structures must be constructed in accordance with Florida Department of Transportation "Roadway and Traffic Design Standards", latest edition, unless otherwise specified. Any and all construction requirements, installation guidelines and safety considerations included within the "Roadway and Design Standards" must be followed and are the responsibility of the Contractor. In the event of a conflict between the design requirements shown on the plan sheets and those included in the Department of Transportation Standards, the Engineer or their representative shall determine the proper installation requirements.

B. Steel End Sections shall be securely connected to each end of culvert for those locations where steel end sections are specified.

C. Concrete used for headwalls, inlets, curb and gutter, valley gutter, slope pavement, ditch pavement, pipe endwalls and other miscellaneous items which are not structurally reinforced may be Class I, with a minimum compressive strength of 3,000 psi at 28 days.

2.4 REINFORCING STEEL

A. Reinforcing Steel shall be billet steel bars conforming to the requirements of ASTM A615-76, Grade 40. When laced in the work, it shall be free from loose rust, scale, dirt, paint, oil, and other foreign material.

B. All steel shall be placed and fastened according to the specifications in Section 415-5, Department of Transportation Standard Specifications.

2.5 BRICK

A. All bricks for drainage structure shall be first class, dense free from cracks, true in shape, have square edges, and a clear ringing sound when struck.

B. Clay brick shall be hard burned, sound and burned entirely through.

C. Brick of any one make shall not vary more than 1/16 inch in thickness, nor more than 1/8 inch in width or length. The average amount of water absorbed by the brick, after being thoroughly dried and them immersed for twenty-four (24) hours, shall not exceed eight percent (8%).

D. Concrete brick shall conform to the requirements of Article 949-2 of the Department of Transportation Standard Specifications.

2.6 MORTAR

A. Cement Mortar shall be of Portland Cement and sand, mixed in the proportions of one (1) part cement to three (3) parts of sand. All the materials shall pass the No. 8 sieve, and be uniformly graded from coarse to fine. At the option of the Contractor, hydrated lime, in an amount not to exceed ten percent of the amount of cement used, may be added to the mortar. No hydrated lime shall be used in conjunction with packaged masonry cement, and packaged masonry cement shall not be used if it has been stored for over six (6) months. Cement mortar shall be mixed dry and wetted to proper consistency for use. Nor mortars left standing for more than one (1) hour shall be used.

2.7 CASTINGS

A. Castings for inlet grates, frames, covers, and structure tops shall be as shown in the plans and conform to Department of Transportation Standard Specifications.

B. Iron castings shall conform to ASTM 48 and may be of the No. 20 classes. All frame covers shall have "pick-up" holes, non-skid surface and 2" raised or depressed identification letters and numbers.

2.8 PIPE BEDDING

A. Pipe Bedding Material shall be select granular materials which are inorganic and well graded. If pipe is to be installed in wet areas or the Engineer determines the soil to be unstable, a six inch bed of No. 57 aggregate may be required.

2.9 UNDERDRAINS

A. Any subsurface drainage systems shall be installed according to the locations and dimensions shown on the plan sheets. All materials and construction shall conform to Section 440 of Department of Transportation Standards and Specifications.

PART 3 - EXECUTION

3.1 PIPE TRENCHES

A. Pipe Trenches shall be of necessary widths for the proper laying of the pipe, and the banks shall be as nearly vertical as practicable. The bottom of the trenches shall be excavated to a depth six inches below the outside bottom of the pipe barrel. The resulting excavation shall be backfilled with pipe bedding material up to the level of the lower one-third of the proposed pipe barrel. This backfill material shall be tamped and compacted to provide proper bedding for the pipe and shall then be shaped to receive the pipe. Bell holes and depressions for joints shall be dug after the trench bottom has been graded and in order that the pipe rest upon the prepared bottom for as

nearly its full length as practicable, shall be only of such length, depth, and width as required for properly making the particular type of joint.

B. Removal of Unsuitable Material. When rock, boulders or other hard, lumpy or unyielding materials are encountered in the trench bottom, they shall be removed to a depth at least 12 inches below the bottom of the pipe. Muck or other soft material considered to be by the Engineer to be unsuitable as foundation for the pipe shall be removed to the depth required for obtaining a firm foundation. All material removed must be replaced by an acceptable bedding material approved by the Engineer or their representative. Removal and replacement of the unsuitable material is entirely the responsibility of the Contractor and they shall bear all costs thereof.

C. Pumping, Sheeting and Bracing. Where sheeting and bracing are necessary to prevent caving of the trench sidewalls or sidewalls of excavation for other structures, and to safeguard the workmen, the trench or excavation for other structures shall be dug to such width that the proper allowance is made for the space occupied by the sheeting and bracing.

D. After the bedding has been prepared and the pipe installed, backfilling of pipe trenches shall be done in strict accordance with Department of Transportation Standards and Specifications, Section 125-8.3, which requires backfilling to be done in three stages.

1. The first stage of backfilling requires that suitable fill be placed in six-inch layers (compacted thickness) up to the haunches of the pipe. Compaction shall be achieved via hand compaction or mechanical tampers assuming that mechanical compaction does not disturb or damage the pipe.

2. The second stage of compaction applies to the material along the sides of the pipe to a point at least a foot above the top of the pipe. It shall be installed in six-inch layers (compacted thickness) and be compacted with appropriate equipment.

3. The material to be installed in the trench above the second stage to the bottom of the subgrade or the finished surface of the embankment shall comprise the third stage of compaction. It shall be placed in one foot layers and compacted with appropriate equipment.

3.2 DENSITY REQUIREMENTS

A. Those requirements listed in Department of Transportation Standards and Specifications Section 125-8.32 shall be adhered to.

1. All backfill in roadway areas and around structures shall be compacted to ninety-eight percent (98%) modified proctor.

2. The only areas not requiring ninety-eight percent (98%) modified proctor compaction are those outside a 2 (horizontal) to 1 (vertical) slope downward from the roadway shoulder or back of the curb where no vehicular traffic shall pass. In these areas where backfill depth is less than ten feet over top of the pipe, the degree of compaction throughout shall be approximately equal to that of the soil adjacent to the pipe trench.

3. Where the fill depth is greater than ten feet over the top of the pipe, the fill placed around the pipe to one foot over top of the pipe shall be compacted to the density of surrounding soils.

4. The remainder shall be compacted to a density approximately equal to that of the soil adjacent to the pipe trench.

3.3 BACKFILL UNDER WET CONDITIONS

A. In instances where dewatering procedures are insufficient to adequately dewater trenches, the backfill procedures prescribed in Section 125-8.3.3 of Department of Transportation Standards and Specifications may be followed, if approved by the Engineer or their representative.

1. Under wet conditions a 6 - 8 inch layer of No. 57 aggregate shall serve as bedding material.

2. After pipe is properly bedded, soil of the A-3 soil classification shall be placed and hand compacted until such an elevation is reached that the soils moisture content will permit the use of mechanical tampers.

3. At this point normal backfill methods and materials may be used.

3.4 PIPE LAYING AND JOINTING

A. The grade as shown or indicated on the Drawings is that of the invert and to which the work must conform. Any variation from this grade will be deemed sufficient reason to cause the work to be rejected and rebuilt to the Contractor's expense. If any difficulty is found in fitting the pieces together, this fitting is to be done on the surface before laying the pipe, and the tops plainly marked in the order in which they are to be laid. No pipe is to be trimmed or chipped to fit. Pipes having defects that hove not caused their rejection are to be so laid that these defects will be in the upper half of the sewer. A bell hole is to be cut for each piece. Each piece of pipe is to be solidly and evenly bedded and not simply wedged up. Before finishing each joint, some suitable device is to be used to find that the inverts coincide. Each pipe shall be laid to the line and grade shown or indicated on the Drawings. All pipes shall be laid with bells or grooves uphill. As the pipes are laid throughout the work, they must be thoroughly cleaned and protected from dirt and water. No length of pipe shall be laid until the two preceding lengths have been thoroughly embedded in places so as to prevent any movement or disturbance of the finished joint. No walking on or working over the pipes after they are laid, except as may be necessary in tampering earth and refilling, will be permitted until they are covered to a depth of one foot. Whenever the pipe laying is discontinued, as at night, the unfinished end is to be securely protected from displacement by caving of the banks or from other injury and a suitable stopper is to be inserted therein.

B. Reinforced Concrete Pipe Joints. Joints for reinforced concrete pipe storm sewer or culverts shall be made using an approved preformed or molded rubber gasket. The gasket and the surface of the pipe joint, including the gasket recess, shall be clean and free from grit, dirt, or other foreign matter at the time the joints are made. In order to facilitate closure of the joint, application of an approved vegetable soap lubricate immediately prior to closing of the joint will be permitted.

C. Reinforced Concrete Elliptical Pipe Joint. Pipe shall be laid with the longest dimensions placed horizontally. The tongue and groove sections of all pipe joints shall be pre-coated with Koppers 300 M or approved equal. Before joints are connected, bituminous stripping material ("Ram-Nek" or equal) shall be placed on the face of the tongue section of each pipe joint. The "Ram-Nek" should be placed around the entirely of the joint circumference and the strips shall overlap one another at least four inches. After then connection is made, non-woven filter fabric, Typar 3401, or approved equal, shall be wrapped around the pipe joint with a minimum of 18 inches of material on either side of the joint.

3.5 DRAINAGE STRUCTURES

A. Drainage structures shall be built at points shown on the Drawings and in strict accordance with those shown on the Drawings, or as designated by the Engineer. Construction details regarding drainage structures may be referred to in the Florida Department of Transportation "Roadway and Traffic Design Standards," latest edition. All standards regarding construction requirements and safety considerations shall be complied with and are the responsibility of the Contractor. Any discrepancies between the Drawings and Department of Transportation Standards shall be referred to the Engineer or their representative.

B. Excavation for drainage structure shall be sufficient to provide a clearance between their surfaces and the face of the excavation or sheeting, if used, of not less than 12 inches. Backfill shall be placed as specified herein before. Unsuitable material uncovered at the footing elevation shall be excavated to suitable material and the excavation backfilled with pipe bedding material to the required elevation.

C. Brick masonry for manholes, inlets or other structures shall be built of brick and mortar of the specified quality. Every fifth course of brick shall be laid as stretchers, the remainder being laid as headers. Every brick shall have full mortar joints on the bottom and sides which shall have been formed at one operation by placing sufficient mortar on the head and forcing the brick into it. Horizontal joints shall not exceed 1/4 of an inch. All brick shall be thoroughly drenched with water immediately before being laid.

D. Precast inlet boxes or other structures may be used if approved by the Engineer. Castings and frames and grates of all structure where applicable shall be placed to final grade by the use of a leveling course of brick and mortar if necessary or may be set in mortar only provided the depth of mortar is not more than the depth of a course of brick and mortar.

3.6 ADDITIONAL WORK

A. Additional items of construction necessary for complete installation of the system shall conform to specific details on the Drawings and shall be constructed of first-class materials conforming to the applicable portions of these Specifications. All ends of sewer lines that are pending future connection shall be temporarily plugged and their end location marked properly with location markers.

B. Connections to existing structures shall be made without permanent damage to the existing work. Pipe openings cut in the existing structure walls shall be made water-tight with an approved grout and mortar.

END OF SECTION 334210

Staff Report

City Commission Regular Meeting

July 9, 2026

To:	City Commission
From:	William Freeman, City Engineer/Public Works Administrator
Meeting Date:	July 9, 2026
Item Name:	Resolution 2026-46. A Resolution by the City Commission of the City of Flagler Beach authorizing a Task Order with Mead & Hunt, Inc. for Construction Engineering and Inspection (CEI) services for the Additional Water Main River Crossing – Upland/Lambert Avenue Portion, in an amount not to exceed $95,724; providing for conflict and an effective date.

Background:

The City of Flagler Beach is advancing the Additional Water Main River Crossing project to improve potable water system redundancy, enhance operational reliability, and support long-term utility capacity. The upland/Lambert Avenue portion of the project requires professional Construction Engineering and Inspection (CEI) services to ensure proper oversight, documentation, and compliance throughout construction.

Mead & Hunt, Inc. is under contract with the City through the Continuing Engineering Consulting Services Agreement dated March 23, 2017. On May 12, 2026, Mead & Hunt submitted a detailed CEI Scope of Services and Fee Proposal outlining project management, construction contract administration, engineer-of-record support, construction observation, resident project representative (RPR) services, and project closeout activities.

The CEI services are essential to ensuring the project is constructed in accordance with the contract documents, technical specifications, and regulatory requirements. The City Engineer has reviewed the proposal and recommends approval.

- The project is a critical component of the City's long-planned Additional Water Main River Crossing.
- CEI services ensure the project is built correctly, safely, and in compliance with all regulatory and technical requirements.
- The RPR provides daily field oversight, reducing risk, preventing errors, and protecting the City's investment.
- Proper CEI oversight ensures the new infrastructure will function as intended, improving system redundancy, fire protection, and operational reliability.

- CEI services are required for FDEP permit closeout, as-built certification, and final acceptance.

Fiscal Impact:
Funding for the CEI services will be drawn from the City's Water Utility Capital Fund. The not-to-exceed fee for the CEI Task Order is:

$95,724

No budget amendment is required.

Staff Recommendation:
Staff recommends approval of Resolution 2026-46, authorizing a Task Order with Mead & Hunt, Inc. for CEI services for the Additional Water Main River Crossing – Upland/Lambert Avenue Portion, in an amount not to exceed $95,724.

Attachments:
1. 2026-46 Mead-Hunt CEI Services
2. Mead & Hunt - WM River Crossing (Upland Portion) CEI Services Proposal

RESOLUTION 2026-46

A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF FLAGLER BEACH, FLORIDA, AUTHORIZING A TASK ORDER WITH MEAD & HUNT, INC. FOR CONSTRUCTION ENGINEERING AND INSPECTION (CEI) SERVICES FOR THE ADDITIONAL WATER MAIN RIVER CROSSING, UPLAND/LAMBERT AVENUE PORTION; APPROVING A PROJECT BUDGET IN THE AMOUNT OF $95,724; PROVIDING FOR FUNDING, IMPLEMENTATION, AND AN EFFECTIVE DATE.

WHEREAS, the City of Flagler Beach is advancing the Additional Water Main River Crossing – Upland/Lambert Avenue Portion to improve potable water system redundancy, enhance operational reliability, and support long-term utility capacity; and,

WHEREAS, the upland portion of the project requires professional Construction Engineering and Inspection (CEI) services to ensure proper contract administration, field oversight, documentation, quality assurance, and regulatory compliance; and,

WHEREAS, Mead & Hunt, Inc. is under contract with the City through the Continuing Engineering Consulting Services Agreement dated March 23, 2017, and is qualified to provide CEI services for this project; and,

WHEREAS, Mead & Hunt submitted a detailed CEI Scope of Services and Fee Proposal dated May 12, 2026, outlining project management, construction contract administration, engineer-of-record support, construction observation, resident project representative (RPR) services, and project closeout activities; and,

WHEREAS, the proposal includes RPR coverage averaging twelve (12) hours per week over twenty (20) weeks, review of submittals and RFIs, preparation of field and change orders, pay application review, site visits, and preparation of closeout documentation; and,

WHEREAS, Mead & Hunt has provided a not-to-exceed fee of $95,724, inclusive of reimbursables; and,

WHEREAS, staff recommends approval of the CEI task order as being necessary to ensure proper oversight, documentation, and quality assurance throughout construction.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF FLAGLER BEACH, FLORIDA AS FOLLOWS:

SECTION 1. The “WHEREAS” clauses above are hereby incorporated herein as legislative findings.

SECTION 2. The City Commission hereby authorizes the execution of a Task Order with Mead & Hunt, Inc. for CEI services for the Additional Water Main River Crossing – Upland/Lambert Avenue Portion, in an amount not to exceed Ninety-Five Thousand Seven Hundred Twenty-Four Dollars ($95,724). Funding shall be provided from the appropriate water utility capital project account.

SECTION 3. All resolutions and parts of resolution in conflict with this resolution are hereby repealed.

SECTION 4. If any portion of the Resolution shall be declared unconstitutional or if the applicability of this Resolution or any portion thereof to any person or circumstances shall be held invalid, the validity of the remainder of this Resolution and the applicability of this Resolution, or any portion thereof to other persons or circumstances, shall not be affected thereby.

SECTION 5. This Resolution shall become effective upon execution.

Upon motion duly made and carried, the foregoing Resolution was accepted by the City Commission of the City of Flagler Beach this 9th day of July, 2026.

CITY OF FLAGLER BEACH, FLORIDA

PATTI KING, MAYOR

ATTEST:

PENNY OVERSTREET, CITY CLERK

May 12, 2026

Bill Freeman, P.E.
City Engineer
City of Flagler Beach
800 S Daytona St.
Flagler Beach, FL 32136

Email: bfreeman@cityofflaglerbeach.com

Subject: Additional Water Main River Crossing – Upland/Lambert Avenue Portion
Construction Engineering and Inspection (CEI) Services

Dear Mr. Freeman,

We are pleased to present the enclosed scope of services and fee estimate to the City for the construction phase services for this project. The scope includes the services that we understand are needed and we recommend for the project.

If you have any questions or require additional information, please contact me.

Sincerely,
MEAD & HUNT, Inc.

David King, P.E.
Vice President/Project Manager

Noah Adamoski
Construction Services Supervisor

DAK/NJA

Enclosure: Scope of Services and Fee Estimate

CITY OF FLAGLER BEACH
SCOPE OF SERVICES
FOR
ADDITIONAL WATER MAIN RIVER CROSSING – UPLAND/LAMBERT AVENUE PORTION
CONSTRUCTION ENGINEERING AND INSPECTION (CEI)

The Task Order is in conformance with the Agreement for Continuing Engineering Consulting Services, dated March 23, 2017, between the City of Flagler Beach (CITY) and Mead & Hunt, Inc. (MEAD & HUNT) and is referred to herein as the Contract.

GENERAL
The CITY recently received bids from contractors for the construction of the mainland upland portion of a 16 inch diameter water main river crossing and the award of the construction bid is tracking to Commission. The CITY desires MEAD & HUNT to provide construction contract administration, engineer of record services and construction observation for the project. This scope of services includes those construction engineering and inspection (CEI) services.

SCOPE OF SERVICES
After receipt of authorization to proceed, MEAD & HUNT will provide the following services:

PHASE 1 – PROJECT MANAGEMENT

Project Coordination
MEAD & HUNT'S Project Manager (PM) will monitor and manage the project budget, schedule, and scope throughout the estimated six (6) month project duration. The PM will manage the development of project work and subconsultant efforts.

PHASE 2 – CONSTRUCTION ENGINEERING AND INSPECTION (CEI) SERVICES

MEAD & HUNT will provide the following CEI services, including Engineer of Record (EOR) services to the CITY:

Issued for Construction Documents
MEAD & HUNT will prepare conformed drawings and technical specifications "Issued for Construction" by incorporating bidder questions and addendums and provide those to the CITY (in electronic format) for inclusion in the Contract documents. Deliverables: Issued for Construction Drawings, Issued for Construction Specifications.

Pre-Construction Meeting
MEAD & HUNT will coordinate and preside over one (1) in-person OR virtual pre-construction meeting with the CITY, contractor, and other project stakeholders. MEAD & HUNT will prepare agenda and distribute to all invitees prior to meeting. MEAD & HUNT will prepare meeting summary and distribute meeting summary to all attendees. Deliverables: Meeting Agenda and Summary.

Notice to Proceed
MEAD & HUNT will issue the notice to proceed (NTP) to the contractor on behalf of the CITY. Deliverables: Notice to Proceed Letter.

Progress Meetings
MEAD & HUNT will coordinate and preside over six (6) in-person monthly construction progress meetings. MEAD & HUNT will prepare agendas, meeting summaries, and distribute to all attendees. Deliverables: Monthly progress meeting agendas and summaries.

Construction Submittals
MEAD & HUNT will receive, review, and respond to up to ten (10) Contractor construction submittals and resubmittals for conformance with construction and contract requirements. MEAD & HUNT will maintain a log of submittals with submittal number, submittal name, date received, reviewer, action taken, and date returned. Deliverables: Construction submittal review packages, Submittal log.

Requests for Information (RFI's)
MEAD & HUNT will receive and respond to up to ten (10) contractor RFI's related to clarification of the contract documents, design intent, or field conditions. MEAD & HUNT will prepare and maintain a RFI log, noting the date received, subject, resolution and date response was returned to the contractor. Deliverables: RFI response packages, RFI response log.

Field/Change Orders
MEAD & HUNT will prepare, issue, and coordinate up to two (2) field orders, request for proposals (RFP's), and change orders in coordination with the CITY. MEAD & HUNT will maintain a log of field changes and pending changes. MEAD & HUNT will provide assistance during negotiations of contractor cost proposals and will review claims and provide recommendations to the CITY. Deliverables: Field and change order packages and supporting documentation, Field and change order log.

Pay Applications
MEAD & HUNT will review up to six (6) monthly payment applications from the contractor and provide a written recommendation for payment to the CITY based on construction progress. MEAD & HUNT will review pay application supporting documentation, including updated construction schedules, record drawings, stored materials, release of liens, and as approved change/field orders. Deliverables: Pay application recommendations

Site Visits

MEAD & HUNT will conduct up to six (6) site visits in conjunction with construction progress meetings during construction to monitor construction and compliance with the construction contract documents.

PHASE 3 – CONSTRUCTION OBSERVATION

MEAD & HUNT will supply a resident project representative (RPR) for construction observation and documentation for an average coverage of twelve (12) hours per week over the expected twenty (20) weeks of construction activity, with actual coverage based on the contractor's operations and the CITY's needs. The RPR will observe the construction activities, review conformance with contract documents, observe quality assurance testing, maintain a detailed log including red-line construction drawings, field verify work quantities, collect/forward and verify resolution of resident/property CITY complaints. These efforts will be documented in electronic reports of construction and will include construction photographs. Quality control will be completed by an Inspection Supervisor and the Project Manager in the form of field visits and work product review. Deliverables: Reports of Construction, Construction Photographs, Red-Line Construction Drawings

PHASE 4 – PROJECT CLOSEOUT

Substantial and Final Completion

MEAD & HUNT will determine substantial completion and attend substantial and final walkthroughs. RPR will document punchlist items at both substantial and final walkthroughs and verify completion of punchlist items before final closeout. Deliverables: Substantial completion punchlist items (electronic PDF format), Final completion punchlist items (electronic PDF format).

As-Built Review

MEAD & HUNT will review contractor final as-builts for compliance with the contract documents. Deliverables: Acceptable Contractor as-builts (Electronic PDF and AutoCAD Format).

Permitting Closeout

MEAD & HUNT will prepare and provide certifications of completion to FDEP for permit closeout. Deliverables: Permit certification of completion

EXCLUSIONS

This scope of services excludes all items not specifically described herein, including:

- Construction and material testing (to be provided by contractor)
- Public project communication (to be provided by CITY)

SCHEDULE

Mead & Hunt estimates the work included in this task order will be completed in accordance with the following schedule:

Phase/Task	Duration to Complete (calendar days)	Commencing Upon
Phase 1 – Project Management	180 days	Receipt of notice to proceed
Phase 2 – Construction Engineering and Inspection (CEI) Services	180 days	CITY award to Contractor
Phase 3 – Construction Observation	140 days	Construction start
Phase 4 – Project Closeout	30 days	Substantial completion by contractor

COMPENSATION

The not-to-exceed cost for this Scope of Services is **$95,724**, based on the following breakdown:

Phase/Task	Fee/Cost	Basis
Phase 1 – Project Management	$8,030	Lump Sum
Phase 2 – Construction Engineering and Inspection (CEI) Services	$38,749	Lump Sum
Phase 3 – Construction Observation	$42,090	Lump Sum
Phase 4 – Project Closeout	$5,855	Lump Sum
Subtotal	$94,724	
Phase 5 – Reimbursables	$1,000	Actual cost
TOTAL	**$95,724**	

AUTHORIZATION:

Authorization

The Scope of Services and Compensation stated in this proposal are valid for a period of thirty (30) days from date of submission. If authorization to proceed is not received during this period, this proposal may be withdrawn or modified by Mead & Hunt.

Signatures of authorized representatives of Flagler Beach and Mead & Hunt shall convert this proposal to an Agreement between the two parties, and receipt of one signed copy shall be considered authorization to proceed with the work described in the Scope of Services.

	MEAD AND HUNT, INC.		Approved by: MEAD & HUNT, INC.
By:	*Author/Submitter*	By:	*Authorized Signer Review*
Name:	Noah Adamoski	Name:	David A. King, PE
Title:	Construction Services Supervisor	Title:	Vice President
Date:	May 12, 2026	Date:	May 12, 2026

Accepted by: CITY OF FLAGLER BEACH

By: _____

The above person is authorized to sign for the Owner and bind the Owner to the terms hereof.

Name: _____

Title: _____

Date: _____

PURSUANT TO FLORIDA STATUTE SECTION 558.0035, AN INDIVIDUAL EMPLOYEE OR AGENT OF MEAD & HUNT INC. MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

IF THE CONTRACTOR (MEAD & HUNT INC.) HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT (PROPOSAL), CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY HALL, CITY OF FLAGLER BEACH, 105 S. SECOND STREET, FLAGLER BEACH, FLORIDA 32136, PENNY OVERSTREET, CITY CLERK 386-517,2000, POVERSTREET@CITYOFFLAGLERBEACH.COM.

Staff Report

City Commission Regular Meeting

July 9, 2026

To:	City Commission
From:	William Freeman, City Engineer/Public Works Administrator
Meeting Date:	July 9, 2026
Item Name:	Resolution 2026-47. A Resolution by the City Commission of the City of Flagler Beach authorizing change-order work with U.S. Water Services Corporation for fire hydrant repairs at 300 Lambert Avenue and the corner of Sunset Cove and South Central Avenue, in an amount not to exceed $10,217.89; providing for conflict and an effective date.

Background:
The City of Flagler Beach maintains a network of fire hydrants that provides essential fire protection and public safety throughout the community. As part of ongoing system inspections and hydrant replacement planning, staff identified two locations, 300 Lambert Avenue and the corner of Sunset Cove and South Central Avenue, where hydrant replacement cannot be safely or effectively completed without additional corrective work.

300 Lambert Avenue – Need for Isolation Valve Installation
The existing hydrant at this location cannot be replaced because the water line serving it does not contain an isolation valve. Without a valve, the City cannot safely shut down the line to remove and replace the hydrant.

Why this work is needed:

- Ensures the hydrant can be isolated without affecting a larger portion of the distribution system.
- Allows safe depressurization and replacement of the hydrant.
- Brings the assembly into compliance with modern utility standards.

Deliverables:

- Installation of a new 6-inch isolation valve.
- Installation of a new restraint.
- Controlled shutdown and restoration of service.
- Post-replacement sampling and bacteriological testing.

Corner of Sunset Cove & South Central Avenue – Valve Failure and Unrestrained Tee Replacement
At this location, the existing valve does not fully close, preventing proper isolation of the hydrant. Additionally, the tee serving the hydrant is an older, unrestrained push-on fitting. This type of fitting is not designed to withstand the forces associated with shutdowns, depressurization, or hydrant replacement.

Why this work is needed:

- Prevents potential failure of the unrestrained tee during hydrant replacement.
- Ensures the line can be fully isolated for safe work.
- Replaces aging components with modern, restrained mechanical-joint fittings.

Deliverables:

- Replacement of the existing push-on tee with a restrained mechanical-joint tee.
- Installation of two mechanical-joint sleeves.
- Installation of a new 6-inch isolation valve and restraint.
- Controlled shutdown and restoration of service.
- Post-replacement sampling and bacteriological testing.

Operational Requirements
Both locations require pre-planned shutdowns on separate days to minimize service impacts and ensure proper sequencing. U.S. Water Services Corporation will perform all sampling and compliance testing following hydrant replacement.

Fiscal Impact:
The total cost for the required corrective work is $10,217.89, consisting of:

- 300 Lambert Avenue: $4,432.28
- Corner of Sunset Cove & South Central Avenue: $5,785.61

Funding will come from the capital fund labeled “Maintenance - Fire Hydrant Replacement”

Staff Recommendation:
Staff recommends approval of Resolution 2026-47, authorizing change-order work with U.S. Water Services Corporation for the hydrant repairs at 300 Lambert Avenue and at the corner of Sunset Cove and South Central Avenue, in an amount not to exceed $10,217.89.

Attachments:

1. 2026-47 US Water Change Order
2. Original Proposal
3. 300 Lambert Ave Change Order
4. Sunset Cove Change Order

RESOLUTION 2026-47

A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF FLAGLER BEACH, FLORIDA, AUTHORIZING CHANGE-ORDER WORK FOR FIRE HYDRANT REPAIRS AT LAMBERT AVENUE AND SUNSET COVE TO BE PERFORMED WITH U.S. WATER SERVICES CORPORATION; APPROVING A PROJECT BUDGET IN THE AMOUNT OF $10,217.89; PROVIDING FOR FUNDING, IMPLEMENTATION, AND AN EFFECTIVE DATE.

WHEREAS, the City of Flagler Beach maintains an essential network of fire hydrants that provide critical fire protection and public safety services throughout the community; and,

WHEREAS, routine inspections and field evaluations have identified hydrants at 300 Lambert Avenue and the corner of Sunset Cove and South Central Avenue that require immediate corrective work to ensure proper isolation, safe replacement, and continued system reliability; and,

WHEREAS, at 300 Lambert Avenue, staff has determined that the existing hydrant cannot be replaced because the line lacks an isolation valve necessary to safely shut down and isolate the hydrant; and,

WHEREAS, at the corner of Sunset Cove and South Central Avenue, staff has determined that the existing valve does not fully close and the associated tee is an unrestrained push-on fitting that must be replaced with properly restrained components to prevent potential failure during hydrant replacement; and,

WHEREAS, U.S. Water Services Corporation, under Resolution 2025-87, has provided change-order pricing to install the required valves, restraints, fittings, and associated piping necessary to complete both hydrant replacements; and,

WHEREAS, the total cost for the corrective work is $10,217.89, consisting of $4,432.28 for the hydrant at 300 Lambert Avenue and $5,785.61 for the hydrant at the corner of Sunset Cove and South Central Avenue; and,

WHEREAS, both projects will require pre-planned shutdowns on separate days to complete the work, and all required sampling and compliance testing will be performed following hydrant replacement; and,

WHEREAS, staff finds that prompt completion of these repairs is essential to maintaining adequate water pressure, system integrity, and fire protection capacity, thereby protecting the health, safety, and welfare of residents, visitors, and businesses.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF FLAGLER BEACH, FLORIDA AS FOLLOWS:

SECTION 1. The "WHEREAS" clauses above are hereby incorporated herein as legislative findings.

SECTION 2. The City Commission hereby authorizes the execution of change-order work with U.S. Water Services Corporation for the hydrant repairs at 300 Lambert Avenue and the corner of Sunset Cove and South Central Avenue, in a total amount not to exceed Ten Thousand Two Hundred Seventeen Dollars and Eighty-Nine Cents ($10,217.89). Funding will come from the capital fund labeled "Maintenance - Fire Hydrant Replacement"

SECTION 3. All resolutions and parts of resolution in conflict with this resolution are hereby repealed.

SECTION 4. If any portion of the Resolution shall be declared unconstitutional or if the applicability of this Resolution or any portion thereof to any person or circumstances shall be held invalid, the validity of the remainder of this Resolution and the applicability of this Resolution, or any portion thereof to other persons or circumstances, shall not be affected thereby.

SECTION 5. This Resolution shall become effective upon execution.

Upon motion duly made and carried, the foregoing Resolution was accepted by the City Commission of the City of Flagler Beach this 9th day of July, 2026.

CITY OF FLAGLER BEACH, FLORIDA

PATTI KING, MAYOR

ATTEST:

PENNY OVERSTREET, CITY CLERK

U.S. Water® Services Corporation

4939 Cross Bayou Boulevard
New Port Richey, FL. 34652

Proposal

Date	9/22/2025
Estimate #	
Account#	
P.O. #	
Terms	Net 30
Email	wtyson@uswatercorp.net
Phone#	352-438-8253
Fax#	352-236-2118

Name / Address

City Of Flagler Beach
800 South Daytona Avenue
Flagler Beach, Florida 32136

Project

Flagler Fire Hydrant Repair / Replacement

Description

USWSC proposes to perform the following work: Repair or replace as directed.

Description	Qty	Each	Total
Upper Barrel Repair (OP Nut Frozen)	2	$1,250.00	$2,500.00
Upper Barrel Repair (Bolts)	4	$1,300.00	$5,200.00
Lower Barrel Repairs	5	$1,750.00	$8,750.00
Replace typical bury (48") hydrant and "tie-back unrestrained isolation valve providing valve is mechanical joint nad not "push on" (includes excavation, materials, backfill and compaction). Will not require a shut down or line stop.	3	$7,095.00	$21,285.00
mobilization & Demobilization	1	$1,700.00	$1,700.00

Below are contingency items and willl on be used as needed

Hydrant Extension up to (12")	As Needed	$2,100.00	
Hydrant Extension up to (18")	As Needed	$2,200.00	
Restraint per fitting	As Needed	$950	
Sod Replacement (Bahia) per 400sy	As Needed	$1,200.00	

** Any Hydrant Extensions, Restraints(Per Fitting) and sod replacement will be billed as needed out of contingency funds**

Item	Quantity
Upper Barrel Repair (OP Nut Frozen)	2
Upper Barrel Repair (Bolts)	4
Lower Barrel Repair	5
Replace typical bury (48") hydrant	3
Mobilization & Demobilization	1
CONTINGENCY	
Hydrant Extension up to (12")	
Hydrant Extension up to (18")	
Restraint per fitting	
Sod Replacement (Bahia) per 400sy	

Total Materials Cost	**$39,435.00**
Contingency Cost	$3,943.50
Labor Total	

Price listed represents the specific scope of service stated above.
Proposal as quoted represents, labor, material and project management
Specific to the items listed.
With exception of emergency circumstances, should it become necessary
to perform additional services due to unforeseen circumstances,
a change order will be required.
Change order shall be executed by the owner prior to continuation of work.
Payment is expected with in 30 days from receipt of invoice(s) related to work.
Effective term is 30 days from date of proposal

Thank You for allowing us to present this proposal. **$43,378.50**

Signature to begin work: _____

U.S. Water® Services Corporation

4939 Cross Bayou Boulevard
New Port Richey, FL. 34652

Proposal

Date	9/22/2025
Estimate #	
Account#	
P.O. #	
Terms	Net 30
Email	wtyson@uswatercorp.net
Phone#	352-438-8253
Fax#	352-236-2118

Name / Address

City Of Flagler Beach
800 South Daytona Avenue
Flagler Beach, Florida 32136

Project

Flagler Fire Hydrant Repair / Replacement

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Upper Barrel Repair (Bolts)	4	$1,300.00	$5,200.00
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Replace typical bury (48") hydrant and "tie-back unrestrained isolation valve providing valve is mechanical joint nad not "push on" (includes excavation, materials, backfill and compaction). Will not require a shut down or line stop.	3	$7,095.00	$21,285.00
mobilization & Demobilization	1	$1,700.00	$1,700.00

Below are contingency items and willl on be used as needed

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Hydrant Extension up to (18")	As Needed	$2,200.00	
Restraint per fitting	As Needed	$950	
Sod Replacement (Bahia) per 400sy	As Needed	$1,200.00	

** Any Hydrant Extensions, Restraints(Per Fitting) and sod replacement will be billed as needed out of contingency funds**

Item	Quantity
Upper Barrel Repair (OP Nut Frozen)	2
Upper Barrel Repair (Bolts)	4
Lower Barrel Repair	5
Replace typical bury (48") hydrant	3
Mobilization & Demobilization	1
CONTINGENCY	
Hydrant Extension up to (12")	
Hydrant Extension up to (18")	
Restraint per fitting	
Sod Replacement (Bahia) per 400sy	
Total Materials Cost	**$39,435.00**
Contingency Cost	$3,943.50
Labor Total	

Price listed represents the specific scope of service stated above.
Proposal as quoted represents, labor, material and project management
Specific to the items listed.
With exception of emergency circumstances, should it become necessary
to perform additional services due to unforeseen circumstances,
a change order will be required.
Change order shall be executed by the owner prior to continuation of work.
Payment is expected with in 30 days from receipt of invoice(s) related to work.
Effective term is 30 days from date of proposal

Thank You for allowing us to present this proposal. **$43,378.50**

Signature to begin work: _____

U.S. Water® Services Corporation
4939 Cross Bayou Boulevard
New Port Richey, FL. 34652

Proposal

Date	6/3/2026
Estimate #	
Account#	J02238
P.O. #	J02238-0003
Terms	Net 30
Email	wtyson@uswatercorp.net
Phone#	352-438-8253
Fax#	352-236-2118

Name / Address

City Of Flagler Beach
800 South Daytona Avenue
Flagler Beach, Florida 32136

Project

300 Lambert Ave Valve and Restraints

Description	Item	Quantity
USWSC proposes to Perform the following work: Add in a 6 inch isloation valve and one restaint on to the existing 6 inch fire hydrant line. This will provide for proper isolation of the hydrant that will be needed to change the hydrant. US Water Will provide all smapling needed. *This will require a pre planned shut down by the city of Flagler Beach* *Any other materiels or changes to scope of work would result in a change order.*	6" Isolation Valve	1
	Restraint	1

Total Materials Cost	**$3,689.20**
Contingency Cost	
Labor Total	$743.08

Price listed represents the specific scope of service stated above.
Proposal as quoted represents, labor, material and project management
Specific to the items listed.
With exception of emergency circumstances, should it become necessary
to perform additional services due to unforeseen circumstances,
a change order will be required.
Change order shall be executed by the owner prior to continuation of work.
Payment is expected with in 30 days from receipt of invoice(s) related to work.
Effective term is 30 days from date of proposal

Thank You for allowing us to present this proposal. **$4,432.28**

Signature to begin work: _____

U.S. Water Services Corporation
4939 Cross Bayou Boulevard
New Port Richey, FL. 34652

Proposal

Date	6/3/2026
Estimate #	
Account#	J02238
P.O. #	J02238-0003
Terms	Net 30
Email	wtyson@uswatercorp.net
Phone#	352-438-8253
Fax#	352-236-2118

Name / Address

City Of Flagler Beach
800 South Daytona Avenue
Flagler Beach, Florida 32136

Project

Sunset Cover Fire Hydrant

Description	Item	Quantity
USWSC proposes to Perform the following work: Cut out the existing unrestained push on style 6" Tee with a new Mechanical Joint Tee and two 6" Mechanical Joint Sleeves. Run new 6" piping from the Mechanical Joint Tee with a 6" isloation valve and one restaint on to fire hydrant. This will provide for proper isolation of the hydrant that will be needed to change the hydrant. US Water Will provide all smapling needed. *This will require a pre planned shut down by the city of Flagler Beach* *Any other materiels or changes to scope of work would result in a change order.*	6" Isolation Valve	1
	Restraint	1
	MJ Tee	1
	MJ Sleeves	2
	Total Materials Cost	**$4,616.53**
	Contingency Cost	
	Labor Total	$1,169.08

Price listed represents the specific scope of service stated above.
Proposal as quoted represents, labor, material and project management
Specific to the items listed.
With exception of emergency circumstances, should it become necessary
to perform additional services due to unforeseen circumstances,
a change order will be required.
Change order shall be executed by the owner prior to continuation of work.
Payment is expected with in 30 days from receipt of invoice(s) related to work.
Effective term is 30 days from date of proposal

Thank You for allowing us to present this proposal. **$5,785.61**

Signature to begin work: _____

Staff Report

City Commission Regular Meeting

July 9, 2026

To:	City Commission
From:	Liz Mathis, Human Resources Manager
Meeting Date:	July 9, 2026
Item Name:	Resolution 2026-53. A Resolution by the City Commission of the City of Flagler Beach, Florida, entering into a contract with MGT Impact Solutions, LLC, for the re-write of the personnel policy; providing for conflict and an effective date.

Background:

The City's Personnel Policy serves as the foundation for employment practices, employee benefits, workplace expectations and personnel administration. To ensure continued compliance with Federal and State employment laws, current Human Resources best practices and address evolving operational needs, staff recommends a comprehensive review and revision of the Personnel Policy.

The City solicited proposals from qualified vendors to provide these services. Five proposals were submitted: MGT Impact Solutions, Gray Robinson, Ironwood Business Consulting, Synergized HR, and TWC Global Solutions. After reviewing the proposals received, staff determined that MGT Impact Solutions possesses the qualifications, experience and expertise to perform the requested work.

Fiscal Impact:

The cost of $18,000 will be allocated across all funds in 2025/2026 budget.

Staff Recommendation:

Staff recommends to proceed with selection of MGT Impact Solutions to conduct a review and prepare appropriate revisions to the City's Personnel Policy.

Attachments:

1. 2026-53
2. MGT PROPOSAL

RESOLUTION 2026-53

A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF FLAGLER BEACH, FLORIDA, APPROVING STAFF ENGAGEMENT OF MGT FOR PROFESSIONAL HUMAN RESOURCES CONSULTING SERVICES TO REVIEW AND REVISE THE CITY'S PERSONNEL POLICY, PROVIDING FOR CONFLICT AND EFFECTIVE DATE.

WHEREAS, the City maintains personnel policies intended to provide guidance to employees, supervisors, and elected officials regarding employment practices, benefits, and workplace expectations; and

WHEREAS, the City recognizes the importance of periodically reviewing and updating personnel policies to ensure compliance with applicable federal and state laws, reflect current best practices and address operational needs of the City; and

WHEREAS, the City has solicited proposals from qualified firms to conduct a comprehensive review and revision of the City's Personnel Policy, receiving five responses; and

WHEREAS, after review and consultation with the City Labor Attorney, City staff recommends that the City Commission engage MGT to provided these professional services

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF FLAGLER BEACH, FLORIDA AS FOLLOWS:

SECTION 1. The City Commission approves staff engagement of MGT for Human Resources Consulting Services in an amount not to exceed $18,000.

SECTION 2. All resolutions and parts of resolution in conflict with this resolution are hereby repealed.

SECTION 3. If any portion of the Resolution shall be declared unconstitutional or if the applicability of this Resolution or any portion thereof to any person or circumstances shall be held invalid, the validity of the remainder of this Resolution and the applicability of this Resolution, or any portion thereof to other persons or circumstances, shall not be affected thereby.

SECTION 4. This Resolution shall become effective upon execution.

Upon motion duly made and carried, the foregoing Resolution was accepted by the City Commission of the City of Flagler Beach this 9th day of July, 2026.

CITY OF FLAGLER BEACH, FLORIDA

PATTI KING, MAYOR

ATTEST:

PENNY OVERSTREET, CITY CLERK

Proposal

MAY 29, 2026

RFP

Personnel Policy Services Proposal

City of Flagler Beach, Florida

Submitted by:

KARA SKINNER
DIRECTOR
4320 WEST KENNEDY BLVD
SUITE 200
TAMPA, FLORIDA 33609
888.302.0899
kskinner@mgt.us

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Cover Letter

May 29, 2026

Penny Overstreet, City Clerk
City of Flagler Beach
Human Resources Office
105 S. 2nd Street
Flagler Beach, FL 32136

Dear Ms. Overstreet:

The City of Flagler Beach (City) requires a Personnel Policy Manual that serves as a clear, reliable, and practical resource for employees, supervisors, Human Resources, legal counsel, and management. This engagement extends beyond a routine administrative update. It provides the City the opportunity to streamline policy language, reconcile conflicting provisions, align personnel practices with current federal and Florida requirements, and establish a more consistent framework for administering personnel policies across City departments.

Flagler Beach's operating environment makes usability critical. The City's workforce includes full-time, part-time, and seasonal personnel across multiple departments, as well as a public safety collective bargaining context. The revised manual must therefore provide consistent Citywide guidance while remaining flexible enough to support real-world personnel administration. MGT Impact Solutions, LLC (MGT) will meet this need through a structured, municipal-focused process that includes document intake, current manual review, identification of required-law provisions and policy conflicts, Florida best-practice comparison, draft revision, stakeholder review, and delivery of a final editable manual with a Summary of Key Changes by the City's required deadline.

MGT brings directly relevant public-sector experience, including a recent Personnel Policy and Procedure Manual Update for the City of Douglasville, Georgia. That work included policy review, legal-compliance-oriented analysis, plain-language rewriting, manual reorganization, stakeholder review, final manual delivery, and implementation support. This experience aligns closely with Flagler Beach's need for a controlled, municipal-focused rewrite that is both technically sound and usable after project closeout.

MGT CONTACT INFORMATION

MGT HEADQUARTERS	**MGT Impact Solutions, LLC** 4320 West Kennedy Boulevard | Tampa, Florida 33609 P: 813.327.4717 | www.mgt.us
PROPOSAL CONTACT	**Kara Skinner, Director – Human Capital Solutions** | Kskinner@mgt.us

The City will receive a streamlined, Florida-grounded Personnel Policy Manual that supports consistent administration, clearer employee expectations, and reduced policy-related risk. Should you have questions on any aspect of this proposal, please contact Kara Skinner.

Regards,

Lawrence Cowan, Chief Operations Officer for Revenue Operations
Authorized to bind the firm

Statement of Qualifications

Impacting communities for good.

MGT brings ***50 years*** of experience driving positive social change and performance in education, government, nonprofits, and critical infrastructure/private industries through ***assisting clients to strengthen their foundation, change systematically, and enable resiliencies for long-lasting change.*** Since its inception, MGT has significantly grown in size and capacity – working with state and local governments and education partners. Today, we bring a team of over **1,200 professionals** who offer in-depth market knowledge and understanding so we can hit the ground running.

MGT is a privately held, employee-owned, and financially stable limited liability company with a deep roster of staff and a commitment to serving the public. Our clients care about addressing the world's most pressing problems, and so do we. Their "why" is our why.

What sets us apart is our ability to customize and offer individualized support, but also the resources of a larger infrastructure to enable flexibility in scaling. Throughout our history, MGT has successfully delivered more than **30,000 projects** through a thoughtful balance of balancing the "immediate" needs while changing systems to plan for future resilience and success.

MGT | FIRST LOOK

Name: MGT Impact Solutions, LLC (MGT)

FEIN: 81-0890071

Locations: Headquarters in Tampa, FL; branch offices nationwide.

Cooperative Contracts:
ASC 20-7359, 24-7484
OMNIA LS4612
Sourcewell 060624MGT
TIPS 220601, 220802, 230105
TXShare 2024-019

Structure: Privately held, employee-owned, client-driven Limited Liability Company.

Lines of Business: Strategy and Implementation, Performance and Operations, IT Infrastructure, and Cyber Security and Resilience for public sector and commercial companies.

Markets we serve:

- Higher Education
- Prek-12
- Government
- Nonprofits
- Commercial Industries

50 years

1,200 consultants

30,000 projects

DEFINED BY **IMPACT**

Making a profound impact on society is at the heart of who we are and what we do. MGT's work will help Flagler Beach strengthen the foundation for fair personnel practices, consistent management decisions, and create a workplace culture where employees can better understand their rights, responsibilities, and expectations.

Relevant Experience: Providing Personnel Policy Services

MGT has conducted numerous human capital projects nationwide, including HR audits, compensation and classification studies, staffing reviews, benefits reviews, recruiting, leadership development, performance system updates, and organizational and staffing reviews. Furthermore, many of our clients are repeat clients, attesting to our acumen for local government HR consulting and talent management services and our desire to work with each public sector client to create a lasting bond that ensures their success over time.

MGT provides tailored HR advisory support services to address complex organizational challenges. We have a proven track record of delivering strategic HR solutions tailored to each client's needs. Our HR practitioners have extensive experience in all aspects of human resources practices. We have practitioners who have served as HR executives in local governments, so they understand the unique needs and challenges of HR in the public sector.

Below, we describe a few selected projects that further demonstrate MGT's breadth of experience and knowledge in HR organizational assessments, policy analysis/writing, and change management. These are examples of projects for clients who have long-standing relationships with the firm and rely on MGT as a trusted advisor.

GLADES COUNTY, FL | Employee Handbook and Job Descriptions Updates

MGT developed a comprehensive and legally compliant employee handbook for the County. The handbook included information about obligations, standards of behavior, and disciplinary procedures that provide structure, consistency, fairness, and reasonableness in the way in which employees are treated. In addition, MGT completed a thorough review and evaluation of existing job descriptions and created new job descriptions where none existed. The project was completed on time and within budget.

FLORIDA A&M UNIVERSITY, FL | Policies and Procedures

FAMU's policies and procedures were fragmented, and the University had not fully implemented a centralized process for policy management. MGT was engaged to help streamline and centralize policies and procedures, develop a framework for ongoing implementation and maintenance, and align processes with the University's strategic priority of Organizational Effectiveness and Transformation. Our review supported improved business operations, compliance, accountability, and transparency across the institution.

ONSLOW COUNTY, NC | Organizational Assessment and Evaluation of Policies and Procedures

MGT conducted an organizational assessment and evaluation of policies and procedures for the Onslow County Human Resources Department in 2024. The organizational assessment included in-person interviews, random sample reviews of HR files for compliance, department stakeholder interviews, surveys of HR staff and key stakeholders, an evaluation of HR's use/opportunities of its HRIS system, an evaluation of HR policies and procedures, and a final report with recommendations and an implementation strategy.

STONECREST, GA | HUMAN RESOURCE SUPPORT SERVICES

MGT provided interim Human Resources management support services to the City during the City's recruitment of staff for the department. Services included operational oversight, guidance to HR staff and employees, policy writing, and executing the daily processes of the department.

Featured Case Study

The Engagement at a Glance

City of Douglasville, GA | Personnel Policy & Procedure Manual

MGT was selected by the City of Douglasville to update its Personnel Policy and Procedure Manual to better reflect current legal standards, organizational needs, and human resources best practices. The City required a modern, legally compliant, and user-friendly manual that would support consistency, accessibility, and operational clarity across departments. MGT's approach combined legal-compliance-oriented review, plain-language rewriting, manual reorganization, implementation planning, and training support to help employees and supervisors understand and apply policies with confidence.

A disciplined six-phase work plan.

METHOD

PHASE 01	PHASE 02	PHASE 03	PHASE 04	PHASE 05	PHASE 06
Kickoff, Data Gathering & Content Review	HR Assessment & Analysis	Content Development & Organization	Review & Finalization	Training & Support	Follow-Up & Project Closeout

During the engagement, MGT reviewed the existing manual and related HR materials, identified outdated policies, content gaps, redundancies, and areas requiring clarification or compliance updates. The team then reorganized and rewrote the manual to improve readability, consistency, navigation, and long-term usability.

The project is directly relevant to the City of Flagler Beach because it demonstrates MGT's recent municipal experience completing the same type of engagement: full personnel manual review and revision, legal-compliance-oriented analysis, policy streamlining, structured stakeholder review, and final deliverables designed for practical use by City staff, supervisors, and management.

Every Douglasville work element maps directly to a Flagler Beach requirement.

MGT

Key Project Personnel

The success of a consulting engagement depends on the qualifications of the project team and the way in which the project is structured and managed.

MGT employs a team of professionals with backgrounds in local government and the not-for-profit sector. We are partners in helping our clients achieve their vision with the reward of creating a lasting positive impact in communities. For each project, one of our most important decisions is: ***Who will lead our team?*** We select project leaders with direct experience in consulting engagements like the City's. The project leader then selects the team. Should additional resources be required throughout the course of providing services, or should the project schedule be accelerated, MGT can draw from the resources of our entire team to help meet your needs.

ROLE ASSIGNED	RESPONSIBILITIES
CITY OF FLAGLER BEACH'S PROJECT OFFICER *MGT suggests the City appoint a Project Officer to serve as the point of contact between the MGT team and the City.*	MGT assumes the City's Project Officer will hold the following responsibilities: ▪ Overall project guidance and directions. ▪ Primary responsibility and final authority over all activities. ▪ Approval of the contract, work plan, and final report. ▪ Receive and distribute all project correspondence, progress reports, and final reports to other key stakeholders.
MGT PROJECT EXECUTIVE *Kara Skinner*	The MGT Project Executive holds the following responsibilities: ▪ Manages MGT contractual requirements. ▪ Provides solutions to address needs. ▪ Supports additional solutions and amendments. ▪ Manages resources appropriately. ▪ Resolves any conflicts during the project or at the point of escalation for any challenges. ▪ Ensures MGT fulfills all contractual requirements. ▪ Is the final authority over project deliverables.
MGT PROJECT MANAGER *Rodney Crain*	The MGT Project Manager holds the following responsibilities: ▪ Main point of contact for the City. ▪ Day-to-day management of the project tasks and deliverables. ▪ Oversight over service and deliverable quality. ▪ Management of all project deadlines. ▪ Maintains frequent contact with the City's Project Officer throughout the lifecycle of the project.
MGT CONSULTANT TEAM *Ann Everhart Warren*	The consultant team holds the following responsibilities: ▪ Work closely with the City under the direction of the Project Manager to carry out the various tasks and deliverables. ▪ Utilize individual subject matter expertise to customize and execute each work task to fulfill the City's stated expectations. ▪ Conduct collection and analysis of relevant data. ▪ Review, document, evaluate, and generate recommendations in accordance with each component of the work plan.

Resumes

Resumes for key personnel are provided on the following pages.

Kara Skinner, M.A.

Director

Flagler Beach Qualifications:

- Former municipal CFO with nearly 20 years of local government leadership experience.
- Led complex, cross-departmental initiatives requiring schedule discipline, executive coordination, and practical implementation.
- Deep expertise in risk management, internal controls, and operational accountability.
- Understands how clear policies support defensible decisions, fiscal responsibility, and organizational consistency.
- Brings senior-level oversight to keep the project focused, controlled, and aligned with City priorities.

Kara Skinner is a Director at MGT with nearly 20 years of experience in local government finance and strategic operations. She brings a wealth of expertise in budgeting, financial management, and organizational efficiency, gained through her roles as Chief Financial Officer for the City of Boulder and the City of Colorado Springs. Kara has managed multi-million-dollar budgets, led large teams, and guided complex projects, including financial system implementations and cost allocation studies. At MGT, she leverages her extensive background to help municipalities optimize financial operations and improve fiscal transparency.

With a strong foundation in economics and a track record of leading successful financial initiatives, Kara specializes in advising government agencies on budget development, risk management, and performance improvement. Her leadership and collaborative approach ensure that clients receive tailored, solutions-oriented strategies to enhance financial management and achieve long-term success.

Areas of Expertise

- Government Financial Management
- Budget Development and Strategic Planning
- Cost Allocation and Fee Studies
- Financial Reporting and Auditing
- Risk Management and Internal Controls
- Financial Systems Implementation

Education

M.A., Economics, Duke University

B.A., Economics, University of Colorado

Work Experience

MGT Impact Solutions, LLC, Director, 2024–Present

City of Boulder, CO, Chief Financial Officer, 2022–2024; Assistant Director of Finance, 2017–2022

City of Colorado Springs, CO, Chief Financial Officer, 2012–2017; Interim Budget Director, 2012; Fiscal Planning Manager, 2010–2011; Financial Services Manager, 2009–2010; Principal Analyst, 2006–2009

Hawaii Public Utilities Commission, Economist

State of Hawaii, Associate Analyst

Hawaiian Electric Company, Rate Research Analyst

University of Hawaii at Manoa, College of Business Administration, Adjunct Instructor, Economics

University of North Florida, College of Business Administration, Adjunct Instructor, Economics

Jacksonville University, Adjunct Instructor, Economics

Maine Public Utilities Commission, Utility Analyst

Maine Department of Labor, Economic Research Analyst

Rodney L Crain, M.B.A.
Senior Consultant

Flagler Beach Qualifications:

- Senior HR executive with 40+ years of public- and private-sector human resources experience.
- Direct municipal experience through talent acquisition leadership with the City of Austin.
- Strong background in HR policy, workforce strategy, compensation, recruitment, and organizational capability.
- Credentialed HR professional with SHRM-SCP and SPHR certifications.
- Brings practical project coordination, stakeholder management, and HR subject-matter depth to guide day-to-day execution.

Rodney L. Crain is a highly accomplished human resources executive with over four decades of experience across the public and private sectors. His expertise spans executive search, management consulting, and talent development, with a proven track record of delivering results. He excels in executive coaching, talent acquisition, succession planning, and compensation strategy, building high-performing organizations and advancing strategic objectives. With a background in Fortune 100 and 200 companies, Mr. Crain brings innovative approaches to improving employee engagement and achieving organizational goals. In the public sector, he has enhanced municipal hiring processes, advancing diversity, equity, and inclusion while strengthening organizational capability. He is a trusted advisor who helps organizations attract and retain diverse talent.

Areas of Expertise

- Executive Search and Recruitment
- Executive Coaching
- Compensation Strategies
- Leadership Development

Education

M.B.A., Human Resources and Operations Management, Consortium for Graduate Study in Management Fellow, Washington University in St. Louis

B.S., Secondary Education, magna cum laude, University of Central Missouri

Certifications

Executive Coaching Certified Professional (ECCP), Institute of Directors (IOD)

Memberships & Affiliations

Society for Human Resource Management (SHRM), Senior Certified Professional

Texas Municipal Human Resources Association (TMHRA)

Human Resources Certification Institute (HRCI), Senior Professional in Human Resources

Board of Governors of the California Community Colleges, California Community College Instructor

Work Experience

MGT Impact Solutions, LLC, Senior Consultant, 2022–Present

City of Austin, TX, Talent Acquisition Manager, 2014–2022

Greater Austin Chamber of Commerce, Talent Council Member, 2016–2022

Office of Police Oversight, City of Austin, Citizens' Review Panel Member, 2009–2012

ManpowerGroup, Human Resources Director, 2009–2013; Human Resources Manager, 2003–2008

Hewlett-Packard Company, Human Resources Functional Manager, 1995–2002; Compensation Manager, 1986–1995

Ann Everhart Warren, M.A.

Senior Consultant

Flagler Beach Qualifications:

- Former municipal HR Director with 30+ years of local government experience across four municipalities.
- Deep expertise in HR policy review, policy development, employee relations, and organizational assessment.
- Certified senior HR professional with SHRM-SCP, SPHR, and public-sector labor relations credentials.
- Understands how personnel policies affect employee experience, supervisor consistency, and operational effectiveness.

Ann Everhart Warren has more than 30 years of experience working in and with local governments, serving as both a municipal leader and human resources partner. She focuses on enhancing the employee experience and strengthening organizational effectiveness at all levels. A lifelong learner, she is dedicated to excellence in training, employee development, and fostering environments of engagement and open communication.

Over 32 years across four municipalities, Ann has built strong, lasting relationships and is recognized as a trusted leader and mentor to HR professionals. She takes a collaborative approach, prioritizing an understanding of each organization's culture to address its specific needs. Her extensive public sector experience enables her to support major organizational changes and critical personnel decisions, delivering successful outcomes for the organizations and communities she serves.

Areas of Expertise

- Human Resources Management in Local Government
- Employee Experience Enhancement Strategies
- Training and Development Program Design and Implementation
- Mentorship and Leadership Development Initiatives
- Organizational Assessment, Policy Review, and Development
- Classification and Compensation Assessments

Education

M.A., Communications, Northern Illinois University

B.A., Political Science, North Central College

Foreign Policy Studies, American University

Memberships & Affiliations

Senior Professional in Human Resources, HRCI

Society for Human Resource Management Senior Certified Professional (SHRM-SCP)

Labor Relations Professional, National Public Employer Labor Relations Association

Diversity, Equity, and Inclusion in the Workplace, University of South Florida

Work Experience

MGT Impact Solutions, LLC, Senior Consultant, 2025–Present; Approved Independent Executive Recruiter, 2023–2025

Village of Schaumburg, IL, Director of Human Resources, 2015–2022

City of Crystal Lake, IL, Director of Human Resources, 2004–2015

City of Longmont, CO, Director of Human Resources, 1999–2003

City of Naperville, IL, Director of Human Resources, 1996–1999

City of Naperville, IL, Human Resources Generalist and Management Analyst, 1992–1996

Naper Settlement, Director of Administration, 1990–1992

Client References

A Leader in Consulting Services.

MGT has an outstanding record of past performance. Our teams are composed of proven professionals to provide the best quality of service while meeting project schedules and budgets. Many of our clients have contracted with MGT for multiple projects or updates. Repeat business is the greatest testament to our commitment to customer service and client satisfaction. We encourage you to contact our references to learn about the expertise and professionalism of our staff, and our ability to meet established timelines.

DOUGLASVILLE, GA | PERSONNEL POLICY AND PROCEDURE MANUAL

Colleen Forrester, MSHRM, SHRM-CP, Human Resources Director
6758 Spring Street | Douglasville, GA 30134
770.920.3000 | forresterc@douglasvillega.gov

GLADES COUNTY, FL | EMPLOYEE HANDBOOK AND JOB DESCRIPTIONS UPDATES

Martin Murphy, County Manager
500 Avenue J, Room 102 | Moore Haven, FL 33471
863.946.6000 | Countymanager@Myglades.com

TOWN OF PONCE INLET, FL | CLASSIFICATION & COMPENSATION STUDY

Kim Cherbano, HR Director
4300 South Atlantic Avenue | Ponce Inlet, FL 32127
386.236.2150 | kcherbano@ponce-inlet.org

STONECREST, GA | HUMAN RESOURCE SUPPORT SERVICES

Gia Scruggs, Financial Director
3120 Stonecrest Blvd, Suite 190 | Stonecrest, GA 30038
770.224.0200 | Gscruggs@Stonecrestga.Gov

Project Approach

The City of Flagler Beach needs a Personnel Policy Manual that works as a practical operating guide for employees, supervisors, Human Resources, legal counsel, and management. For City employees, the manual should make expectations clear. For supervisors and managers, it should support consistent decision-making. For Human Resources and legal counsel, it should provide a cleaner framework for administering policies, identifying required legal provisions, reducing conflicting language, and managing policy-related risk.

The City's current need is both technical and operational. The revised manual must simplify and deconflict existing policies, incorporate current federal and Florida requirements, reflect best practices used by comparable Florida municipalities and public agencies, and remain flexible enough for day-to-day municipal administration. The final product should be clear, organized, editable, and usable by the City long after the engagement is complete.

Flagler Beach also requires a process that fits its operating environment. With multiple departments, full-time, part-time, and seasonal personnel, and a public safety collective bargaining context, the policy review must account for varied workforce needs while preserving consistency across the organization. MGT's approach is designed to give the City a structured path from current-state review through final manual delivery, with defined checkpoints for Human Resources, City legal counsel, and management review.

Key Deliverables

MGT's work plan is designed to produce the deliverables requested by the City, including:

- Comprehensive review of the current Personnel Policy Manual and related City documents.
- Identification of policies required by federal and state law.
- Specific recommendations to simplify policies and improve consistency and flexibility.
- Identification of policies that present conflicting information.
- Comparison of the current Personnel Policy Manual to best practices found in other Florida municipalities, local government agencies, and state government agencies.
- Draft revision of the Personnel Policy Manual reflecting best practices, recommended policies, current regulations, current legislation, and legal compliance considerations.
- Streamlined manual designed to serve as an easy-to-use guide for City employees and management.
- Review of the draft manual with Human Resources staff, City legal counsel, and others in the City management team.
- Final Personnel Policy Manual incorporating revisions resulting from City review.
- Summary of key changes to accompany the new Personnel Policy Manual.
- Final deliverables in electronic format suitable for ongoing customization and revision.

Project Work Plan

Phase 1: Project Kickoff, Data Gathering, and Content Review

MGT treats each engagement as a transparent partnership with our client. The Lead Consultant will coordinate a kickoff meeting with designated City of Flagler Beach staff to confirm project expectations, scope, methodology, communication protocols, review responsibilities, desired outcomes, and the final project timeline. This meeting will establish how MGT and the City will coordinate throughout the engagement and will identify the City's primary point of contact for project communications.

During this phase, MGT will request and obtain the City's current Personnel Policy Manual and any other pertinent documents needed to fulfill the agreement. These may include related HR policies, administrative procedures, policy amendments, forms, departmental guidance documents, bargaining-related provisions, or other materials that affect policy interpretation or daily administration.

MGT will begin its initial review of the current Personnel Policy Manual and supporting materials to identify outdated policies, duplicative language, conflicting provisions, content gaps, unclear terminology, and areas requiring clarification or compliance updates. Additional documents or information may be requested to support a more complete understanding of current City practices and operating requirements.

Activities

- Conduct kickoff meeting with designated City staff.
- Confirm project expectations, scope, schedule, deliverables, and review process.
- Identify key project stakeholders and establish communication protocols.
- Confirm the City's primary project contact and decision-making process.
- Request the current Personnel Policy Manual and additional HR-related documents.
- Conduct initial review of current materials.
- Identify preliminary issues, gaps, conflicts, and areas requiring additional City direction.

Deliverables

- Confirmed project schedule.
- Document request and intake list.
- Defined communication and review protocol.
- Initial issue identification framework.

Phase 2: HR Policy Assessment and Compliance-Oriented Review

MGT will conduct a thorough HR policy review of the City's current Personnel Policy Manual to identify provisions that may be outdated, duplicative, unclear, inconsistent, or in need of revision based on current public-sector human resources practices. This review will also identify policy areas that commonly require alignment with federal and Florida employment requirements, with the understanding that final legal interpretation, legal sufficiency, and approval will remain with the City and its legal counsel.

This phase will focus on improving the manual's consistency, flexibility, usability, and administrative clarity while helping the City identify provisions that should be reviewed by legal counsel before final adoption.

MGT will review the policy areas identified in the RFP, including but not limited to:

- General Regulations
- Recruitment, Selection, and Appointment
- Reasonable Accommodation and Interactive Process
- Positions and Class Specifications
- Harassment and Discrimination
- For Cause / At-Will Employment Designation
- Pay Practices
- Leave Provisions
- Separation from Employment
- Work Schedules
- Drug and Alcohol Policy, including Drug-free Workplace and Alcohol / Controlled Substance Policy
- Promotion and Disciplinary Policies
- Rules of Conduct and Appearance
- Driver Eligibility and Vehicle Use
- Technology Use and Privilege

MGT will also identify policy provisions that appear to present conflicting information so these issues can be addressed during the drafting process. Where a policy issue requires legal interpretation, risk determination, or final legal approval, MGT will flag the item for review and confirmation by the City and City legal counsel.

Activities

- Review the current Personnel Policy Manual against the City's stated objectives.
- Identify policy areas that commonly require alignment with federal and Florida employment requirements.
- Identify outdated, duplicative, unclear, or conflicting policy language.
- Identify provisions that may require City direction or legal counsel review.
- Assess current manual organization, readability, consistency, and usability.
- Develop HR policy recommendations for simplifying and improving policy language.
- Prepare a preliminary list of recommended policy additions, revisions, deletions, or reorganizations.

Deliverables

- Compliance-oriented HR policy issue list.
- Preliminary policy gap, conflict, and clarification matrix.
- Recommended list of policy additions, revisions, deletions, or reorganizations.
- Draft outline or structure for the revised Personnel Policy Manual.
- List of items recommended for City legal counsel review before final approval.

Phase 3: Florida Municipal Benchmarking and Best-Practice Comparison

MGT will compare the City's current Personnel Policy Manual to best practices found in other Florida municipalities, local government agencies, and state government agencies. This comparison will support practical recommendations for improvement and help ensure the revised manual reflects public-sector HR best practices appropriate for a Florida municipal operating environment.

This phase will not rely on generic policy language. Instead, benchmarking will be used to

inform drafting decisions, identify common municipal approaches, assess where the City's current manual structure or language should be modernized, and support recommendations that are practical for City administration.

Activities

- Compare current manual structure and selected policy areas against Florida municipal and public-sector best practices.
- Identify policy language or structural approaches that may improve clarity, consistency, and usability.
- Evaluate how comparable public agencies address key personnel administration topics.
- Develop recommendations for improvement based on benchmarking and policy review.
- Confirm which benchmarking observations should inform draft revisions.

Deliverables

- Florida municipal and public-sector best-practice comparison notes.
- Recommended policy improvements informed by benchmarking.
- Summary of benchmarking themes to be reflected in the revised manual.

Phase 4: Content Development and Manual Organization

Using the analysis and recommendations from Phases 2 and 3, MGT will prepare a draft revision of the City's Personnel Policy Manual. The draft will reflect recommended policy updates, compliance-oriented review, Florida municipal best-practice considerations, and the City's operational needs.

MGT will reorganize and rewrite the manual to improve readability, consistency, ease of navigation, and long-term usability. Our consultants will eliminate duplicative content, resolve inconsistencies where City direction is provided, apply plain-language principles where appropriate, and structure the document with logical section groupings and consistent formatting. The goal is to produce a streamlined manual that is an easy-to-use guide for both City employees and management, while preserving appropriate professional outcomes and policy language necessary to protect the City from liability.

Activities

- Develop draft revised Personnel Policy Manual.
- Reorganize manual content into a clearer and more consistent structure.
- Rewrite policy language for clarity, consistency, and usability.
- Incorporate recommendations from legal-current analysis and best-practice comparison.
- Resolve duplicative, conflicting, or outdated provisions based on approved direction.
- Format the draft for efficient City review.
- Prepare an open-items list for issues requiring City, management, or legal counsel input.

Deliverables

- Draft revised Personnel Policy Manual.
- Streamlined and consistently formatted policy structure.
- Open-items list for City review and decision-making.
- Review-ready electronic draft

Phase 5: Review and Finalization

MGT will provide the draft revised Personnel Policy Manual to the City for review. MGT will then guide the City through a structured review process involving Human Resources staff, City legal counsel, and others in the City management team. This review process will allow the City to confirm policy direction, identify requested revisions, resolve open questions, and ensure that the manual reflects the City's operational and legal-review needs.

The City will be asked to consolidate comments and provide unified direction to support an efficient review and revision process. MGT will review comments, make approved revisions, prepare the final manual, and confirm that all major updates are reflected in the Summary of Key Changes.

Activities

- Provide draft manual for City review and comment.
- Review the draft manual with Human Resources staff, City legal counsel, and management.
- Track and organize City comments.
- Identify comments requiring policy direction or legal interpretation.
- Revise draft manual based on approved City feedback.
- Prepare final version of the Personnel Policy Manual.
- Develop Summary of Key Changes.

Deliverables

- Draft manual for City review and comment.
- Comment matrix or consolidated comment-tracking document.
- Revised final Personnel Policy Manual.
- Summary of Key Changes.

Phase 6: Final Delivery and Project Closeout

MGT will prepare and submit the final Personnel Policy Manual incorporating revisions resulting from City review. The final manual will be provided in electronic format suitable for ongoing customization and revision, as requested by the City. MGT will also provide a Summary of Key Changes to accompany the new manual and support communication of policy updates. This final phase will confirm completion of required deliverables, close out remaining open items, and provide the City with final files that can continue to be maintained internally after the engagement concludes.

Activities

- Prepare final Personnel Policy Manual.
- Prepare Summary of Key Changes.
- Deliver final files in electronic format suitable for ongoing customization and revision.
- Conduct final project closeout communication with the City.
- Confirm completion of agreed-upon deliverables.

Deliverables

- Final Personnel Policy Manual.
- Summary of Key Changes.
- Editable electronic files suitable for ongoing customization and revision.

Cost Proposal

Defined by Impact. Driven by People. Dedicated to the Community.

Our cost proposal reflects our interpretation of the written requirements within your solicitation. With that understanding, we believe a scope clarification discussion during Project Initiation would allow us to confirm our understanding of your requirements and exchange ideas on how to manage the cost of this program. **We take pride in customizing our clients' needs, and we will work with you to ensure our fees are aligned with your expectations and budget.**

MGT proposes completing the City's project for a total cost of **$18,000 Exhibit 2** Details the cost of each work task in our work plan. This includes professional fees and other costs (travel, surveys, postage, etc., as applicable).

Exhibit 1. Proposed Cost by Task

Milestones and Tasks		Total ($)
Phase 1.0	Project Kickoff, Data Gathering, and Content Review	$1,800
Phase 2.0	HR Policy Assessment and-Current Analysis	$2,700
Phase 3.0	Florida Municipal Benchmarking and Best-Practice Comparison	$4,500
Phase 4.0	Content Development and Manual Organization	$4,050
Phase 5.0	Review and Finalization	$2,700
Phase 6.0	Final Delivery and Project Closeout	$2,700
	GRAND TOTAL	**$18,000**

Project Timeline

The following timeline outlines MGT's structured six-phase approach to delivering a clear, legally current, and user-friendly Personnel Policy Manual for the City of Flagler Beach. MGT is prepared to commence work immediately upon the award of the contract. All work is targeted to be completed, and the final report submitted to the City of Flagler Beach, by **September 17, 2026**, so recommendations may be considered for adoption as part of the annual budgeting process.

WORK PLAN TASKS	Month 1				Month 2				Month 3				Month 4			
	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4
Phase 1.0: Project Kickoff, Data Gathering, and Content Review																
Phase 2.0: HR Policy Assessment and Legal-Current Analysis																
Phase 3.0: Florida Municipal Benchmarking and Best-Practice Comparison																
Phase 4.0: Content Development and Manual Organization																
Phase 5.0: Review and Finalization																
Phase 6.0: Final Delivery and Project Closeout																

Insurance Coverage and Declarations Pages

The required documents are provided on the following pages.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/12/2025

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 Alliant Insurance Services, Inc. 32 Old Slip New York NY 10005 License#: 812008	**CONTACT NAME:** Stephanie Maes **PHONE (A/C, No, Ext):** **FAX (A/C, No):** **E-MAIL ADDRESS:** Stephanie.Maes@alliant.com
INSURED MGTCONS-01 TVG-MGT Holdings, LP. MGT Impact Solutions, LLC 4320 West Kennedy Blvd Tampa FL 33609	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** Hartford Insurance Group — 914 **INSURER B :** Atlantic Specialty Insurance C — 27154 **INSURER C :** Westfield Specialty Insurance — 16992 **INSURER D :** Federal Insurance Company — 20281 **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 1925290462 **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	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT X LOC OTHER:			711018731-0000	5/12/2025	5/12/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 1,000,000 $ 1,000,000 $ 15,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
B	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY			711018731-0000	5/12/2025	5/12/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Comp/Coll Ded.	$ 1,000,000 $ $ $ $ 1,000
B	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** CLAIMS-MADE DED RETENTION $			711018731-0000	5/12/2025	5/12/2026	EACH OCCURRENCE AGGREGATE 	$ 10,000,000 $ 10,000,000 $
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		10WBAR7J14	5/12/2025	5/12/2026	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
C D	Professional/Cyber/Tech E&O Crime Coverage			MTP9048729 00 82647179	5/12/2025 5/12/2025	5/12/2026 5/12/2026	LIMIT LIMIT RETENTION	$5,000,000 $3,000,000 $25,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Some Endorsements are pending and we will provide once available.
Evidence of Insurance

CERTIFICATE HOLDER

Evidence of Insurance

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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SCHEDULE 4

Effective 05/12/2026, this schedule forms a part of Policy No. 711-01-87-31-0001
(At the time stated in the policy)
issued to
MGT IMPACT SOLUTIONS, LLC
(See ASC 00 11 NIE 01 98, Schedule 2)

Producer: ALLIANT INSURANCE SERVICES, INC.

by Atlantic Specialty Insurance Company

Liability Coverage Part Declarations, ASC 00 05 01 98, Continued:

Forms Applicable to the Liability Coverage Part:

ASC 00 05 01 98	LIABILITY COVERAGE PART DEC
CG 00 01 04 13	COMMERCIAL GENERAL LIABILITY COVERAGE FORM
CG 00 69 12 23	EXCLUSION - VIOLATION OF LAW ADDRESSING DATA PRIVACY
CG 01 03 06 06	TX CHANGES
CG 01 68 11 20	MI CHANGES
CG 01 81 05 08	WA CHANGES
CG 01 86 12 04	UT CHANGES
CG 01 97 12 07	WA CHANGES - EMPLOYMENT- RELATED PRACTICES EXCL
CG 02 20 12 24	FL CHANGES - CANCELLATION AND NONRENEWAL
CG 20 01 12 19	PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION
CG 20 10 12 19	ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION
CG 20 11 12 19	ADDITIONAL INSURED - MANAGERS OR LESSORS OF PREMISES
CG 20 18 12 19	ADDITIONAL INSURED - MORTGAGEE, ASSIGNEE OR RECEIVER
CG 20 26 12 19	ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION
CG 20 37 12 19	ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS
CG 21 06 12 23	EXCLUSION - ACCESS OR DISCLOSURE OF CONFIDENTIAL OR PERSONAL MATERIAL OR INFORMATION
CG 21 47 12 07	EMPLOYMENT-RELATED PRACTICES EXCLUSION
CG 21 67 12 04	FUNGI OR BACTERIA EXCLUSION
CG 24 04 12 19	WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)
CG 25 03 05 09	DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE

3 0-00-0000 05/12/2026 SCA CPW PR 1.000

SCHEDULE 4

Effective 05/12/2026, this schedule forms a part of Policy No. 711-01-87-31-0001
(At the time stated in the policy)
issued to
MGT IMPACT SOLUTIONS, LLC
(See ASC 00 11 NIE 01 98, Schedule 2)

Producer: ALLIANT INSURANCE SERVICES, INC.

by Atlantic Specialty Insurance Company

Liability Coverage Part Declarations, ASC 00 05 01 98, Continued:

Forms Applicable to the Liability Coverage Part:

CG 26 39 12 07	TX CHANGES - EMPLOYMENT - RELATED PRACTICES EXCLUSION
CG 26 77 12 04	WA - FUNGI OR BACTERIA EXCL
CG 40 28 09 22	BROAD ABUSE OR MOLESTATION EXCLUSION
CG 40 32 05 23	EXCLUSION - PERFLUOROALKYL AND POLYFLUOROALKYL SUBSTANCES (PFAS)
CG 40 35 12 23	EXCLUSION - CYBER INCIDENT
CG R 001 03 22	COMMERCIAL GENERAL LIABIITY COVERAGE FORM TABLE OF CONTENTS
IIL 0002 12 24	TWO OR MORE LIABILITY COVERAGES, INSURING AGREEMENTS, COVERAGE FORMS, COVERAGE PARTS OR POLICIES ISSUED BY US OR AN AFFILIATED COMPANY
IL 00 21 09 08	NUCLEAR ENERGY LIABILITY EXCL (n/a to NY or WA)
IL 01 23 11 13	WA CHANGES - DEFENSE COSTS
IL 01 42 09 08	OR CHANGES - DOMESTIC PARTNERSHIP
IL 01 98 09 08	NUCLEAR ENERGY LIABILITY EXCLUSION ENDT (BROAD FORM)
IL 02 49 06 23	SC CHANGES - CANCELLATION AND NONRENEWAL
IL 02 62 02 26	GA CHANGES - CANCELLATION AND NONRENEWAL
IL 02 66 07 21	UT CHANGES - CANCELLATION AND NONRENEWAL
IL 02 70 07 20	CA CHANGES - CANCELLATION AND NONRENEWAL
IL 02 79 03 24	OR CHANGES - CANCELLATION AND NONRENEWAL
IL 02 86 04 17	MI CHANGES - CANCELLATION & NONRENEWAL
MANU 12 14	LIMITED ABUSE OR MOLESTATION COVERAGE ENDORSEMENT
OB CG INT 24 06 18	EXCLUSION OF OTHER ACTS OF TERRORISM COMMITTED OUTSIDE THE UNITED STATES; CAP ON LOSSES FROM CERTIFED ACTS OF TERRORISM
OB INT 02 06 18	INTERNATIONAL TRAVEL ASSISTANCE SERVICES
VCG 008 02 05	EMPLOYEE BENEFITS COVERAGE FORM - CLAIMS MADE

3 0-00-0000 05/12/2026 SCA CPW PR 1.000

SCHEDULE 4

Effective 05/12/2026, this schedule forms a part of Policy No. 711-01-87-31-0001
(At the time stated in the policy)
issued to
MGT IMPACT SOLUTIONS, LLC
(See ASC 00 11 NIE 01 98, Schedule 2)

Producer: ALLIANT INSURANCE SERVICES, INC.

by Atlantic Specialty Insurance Company

Liability Coverage Part Declarations, ASC 00 05 01 98, Continued:

Forms Applicable to the Liability Coverage Part:

VCG 008 TOC 03 22	EMPLOYEE BENEFITS LIABILITY COVERAGE FORM TABLE OF CONTENTS
VCG 100 10 98	LIABILITY SCHEDULE
VCG 207 07 09	@VANTAGE FOR GENERAL LIABILITY TECHNOLOGY COMPANIES
VCG 265 07 09	BODILY INJURY TO CO-EMPLOYEES & CO-VOLUNTEER WORKERS COV
VCG 302 07 07	ABSOLUTE EXCLUSION-ASBESTOS LIABILITY
VCG 340 02 12	EXCL-INTELLECTUAL PROPERTY AND UNFAIR TRADE PRACTICES
VCG 710 VA 02 05	VA ABSOLUTE EXCLUSION-ASBESTOS LIABILITY
VIL 679 TX 02 05	TX CHANGES-CANCELLATION & NONRENEWAL
VIL 716 VA 10 15	VA CHANGES - COMMON POLICY CONDITIONS
VIL 756 TX 03 12	TX CHANGES - DUTIES
ASC 00 10 01 98	Policy Change 2 - CONTINUATION OF CG 20 10
ASC 00 10 01 98	Policy Change 3 - CONTINUATION OF CG 24 04
ASC 00 10 01 98	Policy Change 4 - CONTINUATION OF CG 20 26
ASC 00 10 01 98	Policy Change 5 - CONTINUATION OF CG 20 37
ASC 00 11 LIABFRMS 01 98	Schedule 4 - LIABILITY FORMS LIST
ASC 00 11 01 98	Schedule 5 - MINIMUM EARNED PREMIUM ENDORSEMENT

3 0-00-0000 05/12/2026 SCA CPW PR 1.000

LIABILITY COVERAGE PART DECLARATION

Limits of Insurance **@vantage for General Liability Endorsement Applies**

General Aggregate	$2,000,000
Products/Completed Operations Aggregate	$2,000,000
Each Occurrence	$1,000,000
Personal and Advertising Injury	$1,000,000
Damage to Premises Rented to You	$1,000,000 Per Occurrence
Medical Expense	$15,000 Per Person
Employee Benefits - Claims Made	$1,000,000 Each Claim $3,000,000 Annual Aggregate 932 Employees $1,000 Deductible 08/24/2004 Retro Date
Products Recall	$50,000 Annual Aggregate $25,000 Per Occurrence $1,000 Deductible

Forms applicable to the Liability Coverage Part:

See ASC 00 11 LIABFRMS 01 98, Schedule 4

3 0-00-0000 05/12/2026 SCA CPW PR 1.000

CLASS	CLASS DESCRIPTION LOCATION AND PREMIUM BASIS
49950	Owners, Lessees or Contractors - Completed Operations - CG 20 37 Subline(s): 336 Products/Completed Operations Loc 1 Bldg 1 Subline(s) 336
49950	Addl Ins - Owners, Lessees or Contractors-Scheduled Person or Organization - CG 20 10 Subline(s): 334 Premises/Operations Loc 1 Bldg 1 Subline(s) 334
49950	Addl Ins - Mgr or Lessors of Premises - CG 20 11 Subline(s): 334 Premises/Operations Loc 19 Bldg 1 Subline(s) 334
49969	Special Events Subline(s): 334 Premises/Operations Loc 1 Bldg 1 # of Events If Any 334 Subline(s) PER PROJECT AGGREGATE
54202	Technology Industries-Premises and Operations Including Products Subline(s): 334 Premises/Operations 336 Products/Completed Operations Loc 1 Bldg 1 Gross Sales 629,489,843 Subline(s) 334, 336

Workers Compensation and Employers Liability Insurance Policy

Atlantic Specialty Insurance Company
605 Highway 169 North, Suite 800
Plymouth, MN 55441

(800) 662-0156

* A Stock Company

Information Page

Rewrite of No.
Renewal of No. New

NCCI Carrier Code # 61417

Policy Number: 406-05-06-72-0000

NJTIN # 810890071000

Item 1. The INSURED:
MGT IMPACT SOLUTIONS, LLC
(See Named Insured Extension)
Mailing Address:
4320 W KENNEDY BLVD
TAMPA, FL 33609-2118

NCCI Interstate Risk ID # 917569738
FEIN 810890071
MNUIN # 953687700022
Other workplaces not shown at left:
See Schedule of Locations

☐ INDIVIDUAL ☐ PARTNERSHIP ☐ CORPORATION ☒ OTHER Limited Liability Company

Item 2. POLICY PERIOD. From: May 12, 2026 To: May 12, 2027 **12:01 A.M. STANDARD TIME AT THE INSURED'S MAILING ADDRESS**

Item 3. COVERAGE.

A. Workers Compensation Insurance: Part One of the policy applies to the Workers Compensation Law of the states listed here:
AL, AZ, AR, CA, CO, CT, DC, FL, GA, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MT, NV, NH, NJ, NY, NC, OK, OR, PA, RI, SC, TN, TX, UT, VA, WV, WI

B. Employers Liability Insurance: Part Two of the policy applies to work in each state listed in item **3A.**
The Limits of our liability under Part Two are:

Bodily Injury by Accident	Bodily Injury by Disease	Bodily Injury by Disease
$ 1,000,000 each accident	$ 1,000,000 policy limit	$ 1,000,000 each employee

C. Other States Insurance: Part Three of the policy applies to the states, if any, listed here:
All states except ND, OH, WA, WY and states designated in Item 3A of the information page.

D. This policy includes these endorsements and schedules: See Schedule Of Forms

Item 4. PREMIUM. The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans. All information required below is subject to verification and change by audit.

Classifications	Code No.	Premium Basis Total Estimated Annual Remuneration	Rate Per $100 of Remuneration	Estimated Annual Premium
See Extension of Information Page				275,081.33
Employers Liability - Ohio				1,685.00
Employers Liability - Washington				604.00
Voluntary Comp				100.00
Expense Constant Charge				395.00

Minimum Premium	Interim Adjustments	Deposit Premium	Total Estimated Annual Premium
$1,000 (CA)			$277,865.33

Representative Agent or Broker ALLIANT INSURANCE SERVICES, INC.
Address 333 S. HOPE ST. SUITE 3700
LOS ANGELES, CA 90071

DATE OF ISSUE: ARL:05/12/26

SERVICING OFFICE:
C P W

Countersigned by _____
Authorized Representative **Date**

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WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY
EXTENSION OF INFORMATION PAGE

This form is not applicable to California.

Item 1. SCHEDULE OF NAMED INSURED

MGT IMPACT SOLUTIONS, LLC
FEIN 810890071
NJTIN # 810890071000
RIUIN # 0001672132
MEUIN # 20170800FC
MNUIN # 953687700022

GOVTEMPS, A DIVISION OF MGT IMPACT SOLUTIONS, LLC
FEIN 810890071
NJTIN # 810890071000
RIUIN # 0001672132
MEUIN # 20170800FC
MNUIN # 953687700022

EDNETICS, INC
FEIN 841408391
NJTIN # 841408391000
RIUIN # 0001672132
MEUIN # 20170800FC
MNUIN # 953687700022

AMS.NET, INC.
FEIN 943291626
NJTIN # 810890071000
RIUIN # 0001672132
MEUIN # 20170800FC
MNUIN # 953687700022

AMS.NET, LLC
FEIN 943291626
NJTIN # 810890071000
RIUIN # 0001672132
MEUIN # 20170800FC
MNUIN # 953687700022

3 0-00-0000 05/12/2026 ARL CPW PR 1.000

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WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY
EXTENSION OF INFORMATION PAGE

This form is not applicable to California.

Item 1. SCHEDULE OF NAMED INSURED

TVG-MGT HOLDINGS, LP.
FEIN 923123079
NJTIN # 810890071000
RIUIN # 0001672132
MEUIN # 20170800FC
MNUIN # 953687700022

TVG-MGT UPPER INTERMEDIATE HOLDINGS, LLC
FEIN 393780265
NJTIN # 810890071000
RIUIN # 0001672132
MEUIN # 20170800FC
MNUIN # 953687700022

CIRA INFOTECH, INC
FEIN 830440596
NJTIN # 810890071000
RIUIN # 0001672132
MEUIN # 20170800FC
MNUIN # 953687700022

DAVIS DEMOGRAPHICS & PLANNING, INC
FEIN 330759263
NJTIN # 810890071000
RIUIN # 0001672132
MEUIN # 20170800FC
MNUIN # 953687700022

MGT INTERMEDIATE, LLC
FEIN 881416981
NJTIN # 810890071000
RIUIN # 0001672132
MEUIN # 20170800FC
MNUIN # 953687700022

MGT IMPACT HOLDINGS, LLC
FEIN 922889211
NJTIN # 810890071000
RIUIN # 0001672132
MEUIN # 20170800FC
MNUIN # 953687700022

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WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY
EXTENSION OF INFORMATION PAGE

This form is not applicable to California.

Item 1. SCHEDULE OF NAMED INSURED

GOVHR, A DIVISION OF MGT IMPACT
SOLUTIONS, LLC
FEIN 810890071
NJTIN # 810890071000
RIUIN # 0001672132
MEUIN # 20170800FC
MNUIN # 953687700022

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EXTENSION OF INFORMATION PAGE

Schedule of Named Insured

Item 1

Policy No. 406-05-06-72-0000

Named Insured	FEIN
MGT IMPACT SOLUTIONS, LLC	810890071
GOVTEMPS, A DIVISION OF MGT IMPACT SOLUTIONS, LLC	810890071
EDNETICS, INC	841408391
AMS.NET, INC.	943291626
AMS.NET, LLC	943291626
TVG-MGT HOLDINGS, LP.	923123079
TVG-MGT UPPER INTERMEDIATE HOLDINGS, LLC	393780265
CIRA INFOTECH, INC	830440596
DAVIS DEMOGRAPHICS & PLANNING, INC	330759263
MGT INTERMEDIATE, LLC	881416981
MGT IMPACT HOLDINGS, LLC	922889211
GOVHR, A DIVISION OF MGT IMPACT SOLUTIONS, LLC	810890071

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WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY
EXTENSION OF INFORMATION PAGE

This form is not applicable to California.

Item 1. SCHEDULE OF LOCATIONS

Loc	# Employees	Address
1	1	245 RIVERCHASE PKWY E STE A HOOVER, AL 35244-2816
2	1	NO SPECIFIED LOCATION LITTLE ROCK, AR 72201
3	1	NO SPECIFIED LOCATION PHOENIX, AZ 85003
5	1	NO SPECIFIED LOCATION DENVER, CO 80012
6	1	NO SPECIFIED LOCATION HARTFORD, CT 06101
7	1	NO SPECIFIED LOCATION WASHINGTON, DC 20001
8	1	4320 W KENNEDY BLVD STE 200 TAMPA, FL 33609-2118
9	1	1450 OAKBROOK DR STE 900 NORCROSS, GA 30093-6239
10	1	NO SPECIFIED LOCATION DES MOINES, IA 50307
11	1	971 S CLEARWATER LOOP STE 1000 POST FALLS, ID 83854-0002
12	1	790 W FRONTAGE RD NORTHFIELD, IL 60093-1204
13	1	NO SPECIFIED LOCATION INDIANAPOLIS, IN 46201
14	1	NO SPECIFIED LOCATION TOPEKA, KS 66603

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WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY
EXTENSION OF INFORMATION PAGE

This form is not applicable to California.

Item 1. SCHEDULE OF LOCATIONS

Loc	# Employees	Address
15	1	NO SPECIFIED LOCATION FRANKFORT, KY 40601
16	1	NO SPECIFIED LOCATION BATON ROUGE, LA 70801
17	1	NO SPECIFIED LOCATION FRAMINGHAM, MA 01701
18	1	NO SPECIFIED LOCATION ANNAPOLIS, MD 21401
19	1	NO SPECIFIED LOCATION AUGUSTA, ME 04330
20	1	2343 DELTA RD BAY CITY, MI 48706-9340
21	1	NO SPECIFIED LOCATION ST PAUL, MN 55101
22	1	NO SPECIFIED LOCATION JEFFERSON CITY, MO 65101
23	1	NO SPECIFIED LOCATION JACKSON, MS 39201
24	1	NO SPECIFIED LOCATION HELENA, MT 59601
25	1	NO SPECIFIED LOCATION RALEIGH, NC 27601
26	1	NO SPECIFIED LOCATION CONCORD, NH 03301
27	1	NO SPECIFIED LOCATION TRENTON, NJ 08608

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WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY
EXTENSION OF INFORMATION PAGE

This form is not applicable to California.

Item 1. SCHEDULE OF LOCATIONS

Loc	# Employees	Address
28	1	NO SPECIFIED LOCATION CARSON CITY, NV 89701
29	1	NO SPECIFIED LOCATION ALBANY, NY 12202
30	1	NO SPECIFIED LOCATION OKLAHOMA CITY, OK 73102
31	1	16165 SW 72ND AVE PORTLAND, OR 97224-7782
32	1	NO SPECIFIED LOCATION HARRISBURG, PA 17101
33	1	NO SPECIFIED LOCATION PROVIDENCE, RI 02903
34	1	6904 N MAIN ST STE 106 COLUMBIA, SC 29203-3852
35	1	6650 W SAM HOUSTON PKWY N STE 450 HOUSTON, TX 77041-5159
36	1	NO SPECIFIED LOCATION NASHVILLE, TN 37201
37	1	41 N RIO GRANDE ST SALT LAKE CITY, UT 84101-1276
38	1	824 RAPPAHANNOCK DR WHITE STONE, VA 22578-2673
39	1	NO SPECIFIED LOCATION MADISON, WI 53703
40	1	NO SPECIFIED LOCATION CHARLESTON, WV 25301

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EXTENSION OF INFORMATION PAGE

Schedule of Locations

Item 1

Policy No. 406-05-06-72 -0000

Loc	# Employees	Address
4	1	11801 PIERCE ST STE 125 RIVERSIDE, CA 92505-4410

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WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY EXTENSION OF INFORMATION PAGE

This form is not applicable to California.

Item 3.D SCHEDULE OF FORMS

4Q 4491-1 01 15	QUICK REFERENCE GUIDE
FORM 25-2 03 22	MT TABLE OF CONTENTS AND NOTICE OF IMPORTANT PROVISIONS
Q 5381 01 77	KY TAX & ASSESSMNT CHARGES
Q 5516 03 98	NJ WORK COMP SURCHARGES
WC 00 00 00C 01 15	WORKERS COMPENSATION & EMPLOYERS LIABILITY POLICY
WC 00 03 03C 10 04	EMPLOYERS LIABILITY COVERAGE (Applicable to ND, WA, WY)
WC 00 03 11 05 84	VOLUNTARY COMPENSATION & EMPLOYERS LIABILITY COVERAGE (Applicable to MD, MI, NM, HI)
WC 00 03 11A 08 91	VOLUNTARY COMPENSATION & EMPLOYERS LIABILITY COVERAGE (Not Applicable to AA, AE, AP, CA, GU, HI, MD, MI, ND, NJ, NM, OH, PR, WA, WI, WY)
WC 00 03 13 04 84	WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS (Not Applicable to AA, AE, AP, CA, GU, KY, NH, NJ, TX, UT)
WC 00 04 04 04 84	PENDING RATE CHANGE ENDT (Not Applicable to AA, AE, AP, CA, GU, IL, MA, MN, MO, ND, NH, NM, OH, TN, TX, WA, WY)
WC 00 04 06 08 84	PREMIUM DISCOUNT ENDT (Applicable to CA, CO, CT, KS, ME, MT, NY, OR, TN, TX, VT, VA, HI)
WC 00 04 06A 08 95	PREMIUM DISCOUNT ENDT (Not Applicable to AA, AE, AP, CA, CO, CT, GU, HI, KS, ME, MT, ND, NJ, NY, OH, OR, PR, TN, TX, VA, VT, WA, WY)
WC 00 04 14 07 90	NOTIFICATION OF CHANGE IN OWNERSHIP ENDORSEMENT (Applicable to MA)
WC 00 04 14A 01 19	90 DAY REPORT REQUIR NOTIFICATION OF CHANGE IN OWNERSHIP ENDT (Not Applicable to AA, AE, AP, CA, GU, MA, MI, ND, NJ, OH, PR, WA, WY)
WC 00 04 19 01 01	PREMIUM DUE DATE ENDT (Applicable to DE, IN, MN, NJ, NY, NC, PA, WI)
WC 00 04 19A 08 22	PART FIVE - PREMIUM AMENDATORY ENDT (Not Applicable to AA, AE, AP, CA, DE, FL, GU, IN, MA, MI, MN, NC, ND, NJ, NY, OH, PA, PR, TX, WA, WI, WY)
WC 00 04 21E 01 21	CATASTROPHE PREM (OTHER THAN CERTIFIED ACTS OF TERRORISM) (Applicable to DE, NJ, NY, PA)
WC 00 04 21F 08 22	CATASTROPHE (OTHER THAN CERTIFIED ACTS OF TERRORISM) PREMIUM ENDT (Not Applicable to AA, AE, AP, DE, FL, GU, MA, MI, MN, ND, NJ,

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Item 3.D SCHEDULE OF FORMS

	NV, NY, OH, PA, PR, VA, WA, WY)
WC 00 04 22C 01 21	TERRORISM RISK INSURANCE PROGRAM REAUTH ACT DISCLOSURE (Not Applicable to AA, AE, AP, FL, GU, MI, ND, OH, PR, WA, WY)
WC 00 04 24 01 17	AUDIT NONCOMPLIANCE CHARGE ENDT (Applicable to MN)
WC 00 04 25 01 17	EXPERIENCE RATING MODIFICATION FACTOR REVISION ENDT (Not Applicable to AA, AE, AP, CA, FL, GU, ND, OH, PR, WA, WY)
WC 02 04 01C 02 10	AZ ALCOHOL & DRUG-FREE WORKPLACE PREMIUM CREDIT ENDT
WC 02 06 01C 09 21	AZ CANCELLATION AND NONRENEWAL ENDT
WC 02 06 03A 12 22	AZ AMENDATORY ENDORSEMENT
WC 03 06 01B 03 18	AR AMENDATORY ENDORSEMENT
WC 05 04 02 11 90	CO CLASSIFICATION ENDORSEMENT
WC 06 03 01 04 84	CT APPLICATION OF WORK COMP INSURANCE ENDORSEMENT
WC 06 03 03C 07 11	CT WORK COMP FUNDS COVERAGE
WC 06 06 01A 10 17	CT NONRENEWAL AND RENEWAL ENDT
WC 08 06 01 04 84	DC CANCELLATION ENDT
WC 09 04 03C 01 21	FL TERRORISM RISK INSURANCE REAUTHORIZATION ACT ENDT
WC 09 04 07A 03 24	FL NON-COOPERATION WITH PREMIUM AUDIT ENDT
WC 09 04 09 07 24	FL PREMIUM DUE DATE ENDT
WC 09 06 07A 07 19	FL WORKERS COMP INSURANCE GUARANTY ASSOCIATION SURCHARGE ENDT
WC 09 06 09A 01 25	FL CANCELLATION AND NONRENEWAL ENDT
WC 10 04 02 01 13	GA NON-COOPERATION WITH PREMIUM AUDIT ENDT
WC 10 06 01C 07 18	GA CANCELLATION, NON-RENEWAL & CHANGE ENDT
WC 11 04 02A 07 11	ID ALCOHOL AND DRUG FREE WORKPLACE PREMIUM CREDIT ENDT
WC 11 06 01 07 99	ID COMPENSATION REIMBURSEMENT OPTION ENDT
WC 12 03 06A 07 11	IL EXCLUSION ENDT
WC 12 06 01F 01 19	IL AMENDATORY ENDORSEMENT
WC 15 04 01A 01 10	KS FINAL PREMIUM ENDT
WC 15 04 04 03 96	KS PENDING LOSS COST ENDT
WC 15 06 01A 01 87	KS CANCEL & NON-RENEWAL ENDT
WC 16 03 05 06 07	KY PART ONE WORKERS COMPENSATION INSURANCE ENDT
WC 16 06 01 12 97	KY CANCELATION & NONRENEWAL
WC 16 06 02 10 99	KY NOTICE OF APPEAL RIGHTS
WC 167 04 84	MI LAW ENDORSEMENT
WC 17 03 03 12 00	LA DUTY TO DEFEND ENDT
WC 17 06 01J 08 18	LA AMENDATORY ENDT
WC 17 06 02A 02 96	LA COST CONTAINMENT ACT ENDT
WC 18 06 01 04 84	ME INSPECTION IMMUNITY ENDT
WC 18 06 03A 06 95	ME CANCELATION & NONRENEWAL
WC 18 06 04 05 88	ME FINAL PREMIUM AUDIT ENDT
WC 18 06 06 08 99	ME NOTICE OF FILING OF FIRST REPORT OF INJURY
WC 18 06 07A 07 11	ME EMPLOYMENT REHABILITATION FUND ENDT
WC 19 06 01F 01 16	MD CANCELLATION AND NONRENEWAL ENDT
WC 20 03 01 04 84	MA LIMITS OF LIABILITY ENDT
WC 20 03 02A 09 08	MA ASSESSMENT CHARGE

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Item 3.D SCHEDULE OF FORMS

WC 20 03 03E 04 25	MA NOTICE TO POLICYHOLDER ENDT
WC 20 03 06B 06 13	MA LIMITED OTHER STATES BENEFIT ENDT
WC 20 04 01 11 90	MA PENDING PREMIUM CHANGE ENDT
WC 20 04 05 06 01	MA PREMIUM DUE DATE ENDT
WC 20 06 01A 07 08	MA CANCELLATION ENDT
WC 21 03 03A 06 97	MI NOTICE TO POLICYHOLDER ENDT
WC 21 04 02C 01 21	TERRORISM RISK INSURANCE PROGRAM REAUTH ACT DISCLOSURE
WC 22 00 00A 11 03	MN AMENDATORY ENDT
WC 22 03 01 01 05	MN COMPLIANCE WITH APPLICABLE TRADE SANCTION LAWS ENDT
WC 22 06 01D 08 06	MN CANCELLATION AND NONRENEWAL ENDORSEMENT
WC 23 06 01 07 18	MS CANCELLATION, NONRENEWAL AND RENEWAL ENDT
WC 24 04 06C 08 05	MO EMPLOYER PAID MEDICAL ENDT
WC 24 06 01B 01 96	MO CANCEL & NON-RENEWAL ENDT
WC 24 06 02B 07 06	MO PROPERTY AND CASUALTY GUARANTY ASSOCIATION ENDT
WC 24 06 04C 09 19	MO AMENDATORY ENDT
WC 25 03 05 07 02	MT INTENTIONAL INJURY EXCLUSION ENDT
WC 25 06 01B 04 16	MT AMENDATORY ENDT
WC 25 06 02 01 94	MT SAFETY ENDT
WC 27 06 01C 10 08	NV CANCELLATION AND NONRENEWAL ENDT
WC 28 04 04 01 08	NH PENDING RATE CHANGE ENDT
WC 28 04 05 09 20	NH AUDIT NONCOMPLIANCE CHARGE ENDT
WC 28 06 01 04 84	NH SOLE REPRESENTATIVE ENDT
WC 28 06 04 04 92	NH AMENDATORY ENDT
WC 29 03 06B 07 07	NJ PART TWO EMPLOYERS LIABILITY ENDT
WC 31 03 08 04 84	NY LIMIT OF LIABILITY ENDT
WC 31 03 23 10 25	NY CONSTRUCTION CLASS PREM ADJMT PROGRAM EXPLANATORY ENDT
WC 31 06 18A 05 20	NY WORKERS COMP POLICYHOLDER NOTICE OF RIGHT TO APPEAL ENDT
WC 32 03 01D 07 18	NC AMENDED COVERAGE ENDT
WC 34 03 01C 03 10	OH EMPLOYERS LIABILITY COVERAGE
WC 35 06 01F 02 14	OK CANCELLATION NONRENEWAL AND CHANGE ENDT
WC 35 06 03 12 93	OK FRAUD WARNING ENDT
WC 36 03 01 04 84	OR UNSAFE EQUIPMENT EXCL ENDT
WC 36 03 06 01 02	OR LIMITS OF LIABILITY ENDT
WC 36 06 01E 01 08	OR CANCELLATION ENDORSEMENT
WC 37 06 01 04 84	PA ENDT-INSPECTION OF MANUALS
WC 37 06 02 04 84	PA NOTICE
WC 37 06 03A 08 95	PA ACT 86-1986 ENDT
WC 37 06 04 04 05	PA EMPLOYER ASSESSMENT ENDT
WC 38 04 01B 01 15	RI SHORT RATE CANCELLATION ENDT
WC 38 06 01 04 84	RI DIRECT LIABILITY STATUTE
WC 39 06 01 09 21	SC CANCELLATION AND NONRENEWAL ENDT
WC 41 04 02 08 03	TN PENDING LOSS COST ENDT
WC 42 03 01L 07 23	TX AMENDATORY ENDORSEMENT
WC 42 03 04B 06 14	TX WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDT
WC 42 04 07 03 02	TX AUDIT PREMIUM AND RETROSPECTIVE PREMIUM ENDT
WC 43 03 05 07 00	UT WAIVER OF SUBROGRATION ENDT

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Item 3.D SCHEDULE OF FORMS

WC 43 06 02 07 02	UT CANCELLATION ENDT
WC 45 06 02 07 93	VA AMENDATORY ENDT
WC 47 03 01A 07 08	WV EMPLOYERS LIABILITY INTENTIONAL ACT EXCLUSION ENDT
WC 47 03 02 07 06	WV WORKERS COMP RECOVERY FROM OTHERS ENDT
WC 47 06 01 07 08	WV CANCELLATION ENDT
WC 48 06 01C 04 01	WI LAW ENDORSEMENT
WC 48 06 06B 01 02	WI CANCELLATION AND NONRENEWAL ENDT
WC 90 06 01 04 14	EXECUTION OF OFFICERS SIGNATURES
WC 99 06 17B 03 16	INCREASED NOTICE OF CANCELATION (Not Applicable to AA, AE, AK, AP, AZ, FL, GU, KS, MN, MO, NC, ND, NJ, NY, OH, OR, PR, TX, VT, WA, WI, WY)
WC 99 06 18B 03 16	NOTICE OF CANCELATION TO DESIGNATED PERSON OR ORGANIZATION (Not Applicable to AA, AE, AP, AZ, DC, FL, GU, KS, MN, MO, NC, ND, NJ, NY, OH, OR, PA, PR, TX, VT, WA, WI, WY)
WC 99 06 37A 02 18	OH CANCELATION AND NONRENEWAL ENDT

Item 3.D SCHEDULE OF SUPPLEMENTAL FORMS

17 12 20	NC POSTING NOTICE - ENGLISH
17 S 12 20	NC POSTING NOTICE - SPANISH
1 AE 02 14	OK POSTING NOTICE - ENGLISH
1 AS 02 14	OK POSTING NOTICE - SPANISH
1 DCWC 06 02	DC POSTING NOTICE
353 D 11 22	OK WC MEDICAL DEDUCTIBLE ACCEPTANCE/REJECTION LETTER
4Q 5001 06 01	POSTING NOTICE
6 01 13	TX POSTING NOTICE - ENGLISH
6 S 01 13	TX POSTING NOTICE - SPANISH
ARP 06 14	AR POSTING NOTICE - ENGLISH
ARP S 06 14	AR POSTING NOTICE - SPANISH
AWC 107 08 17	MN POSTING NOTICE - SPANISH
AWC 108 09 02	MN IMPORTANT NOTICE
AWC 111 07 04	IL WC FUND SURCHARGE
AWC 115 02 04	PRIVACY ACT NOTICE
AWC 122 05 06	KY POSTING NOTICE - SPANISH
AWC 123 08 17	MN POSTING NOTICE - ENGLISH
AWC 145 03 11	PA POLICYHOLDER LETTER
AWC 146 11 07	PA WC INFORMATION DOCUMENT
AWC 147 11 07	PA EMPLOYEE ACKNOWLEDGEMENT
AWC 148 11 07	PA EMPLOYEE NOTIFICATION
AWC 153 08 16	NY CLAIMANT INFORMATION PACKET
AWC 154 07 19	NY CLAIMANT INFORMATION DIAGNOSTIC IMAGING NETWORK
AWC 161 07 11	AZ POSTING NOTICE WORK EXPOS STAPH, MRSA, SPINAL MENING, TB
AWC 162 02 12	LA POSTING NOTICE - ENGLISH
AWC 163 02 12	LA POSTING NOTICE - SPANISH

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Item 3.D SCHEDULE OF SUPPLEMENTAL FORMS

AWC 164 09 24	MA POSTING NOTICE - ENGLISH
AWC 165 09 24	MA POSTING NOTICE - SPANISH
AWC 166 03 01	MS POSTING NOTICE
AWC 168 04 12	WV POSTING NOTICE
AWC 176 02 14	SC POSTING NOTICE
AWC 177 10 17	CT POSTING NOTICE
AWC 19 11 17	NY WC BENEFITS DEDUCTIBLE COVERAGE OPTIONS
AWC 28 11 17	MN BENEFITS DEDUCTIBLE OPTIONS
AWC 306 01 25	TX HEALTH CARE NETWORK OFFER LETTER
AWC 400 01 15	POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM INSURANCE - WC
AWC 61 05 97	KY NOTICE OF INSURED'S RIGHTS
AWC 70 04 09	KY WC POSTING NOTICE
AWC 73 09 97	CO RISK MODIFICATION PLANS - PREMIUM CREDITS
AWC 77 03 98	NJ POSTING NOTICE
AWC 84 06 15	IN POSTING NOTICE - ENGLISH
AWC 85 11 12	IN POSTING NOTICE - SPANISH
AWC 86 09 22	PA POSTING NOTICE
AWC 86S 09 22	PA POSTING NOTICE - SPANISH
AWC 93 01 01	NJ POSTING NOTICE - SPANISH
AWC 96 11 03	NV EMPLOYERS WORKERS COMP INSURANCE GUIDE
AWC 97 07 05	EMPLOYEES GUIDE TO NEVADA WC INSURANCE - ENGLISH
AWC 98 07 05	EMPLOYEES GUIDE TO NEVADA WC INSURANCE - SPANISH
AWC 99 11 17	NV DEDUCTIBLE OPTIONS
C 105E 09 17	NY POSTING NOTICE - ENGLISH
C 105S 09 17	NY POSTING NOTICE - SPANISH
C 430S 09 16	NY STATEMENT OF RIGHTS POSTING NOTICE
D1 06 18	NV POSTING NOTICE
DFSF2DWC65 11 10	FL IMPORTANT WORKERS COMP INFO FOR FL EMPLOYERS - ENGLISH
DFSF2DWC66 11 10	FL IMPORTANT WORKERS COMP INFO FOR FL EMPLOYERS - SPANISH
FORM 09-01A 11 19	FL DRUG FREE WORKPLACE CREDIT APP
FORM SAFETY 09-3A 11 19	FL CERTIFICATION OF EMPLOYER WORKPLACE SAFETY PROGRAM PREMIUM CREDIT
G 10800 01 89	MO NOTICE OF PREMIUM SURCHARGE
G 10830 01 04	KY CLAIMS NOTICE
G 10845-2 12 16	CO DISCLOSURE FORM
G 10874 11 17	GA DEDUCTIBLE OPTIONS NOTICE
G 10994 11 17	AL DEDUCTIBLE OPTIONS
G 11690 04 95	IN NOTICE TO POLICYHOLDERS
G 12609 11 17	KY DEDUCTIBLE OPTIONS
G 12643 01 21	CO WORKERS COMPENSATION BENEFITS DEDUCTIBLE OPTIONS
G 12652 03 94	IMPORTANT NOTICE REGARDING SUBCONTRACTORS
G 12714 07 94	ME NOTICE OF BOARD ASSESSMENT
G 12750 11 17	AR DEDUCTIBLE NOTICE
G 12769 01 94	FL DEDUCTIBLE NOTICE
G 12894 11 17	NH WC CLAIMS BENEFITS DEDUCTIBLE OPTIONS
G 14028 09 17	RI BENEFITS DEDUCTIBLE OPTIONS
G 14030 11 17	ME WC DEDUCTIBLE OPTIONS

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Item 3.D SCHEDULE OF SUPPLEMENTAL FORMS

G 14090 06 96	GA EMPLOYERS NOTICE OF FREE SAFETY RESOURCES AVAILABLE
G 14250 11 17	SC BENEFITS DEDUCTIBLE OPTION
G 14311 11 97	SC APPLICATION DRUG FREE
G 14312 09 07	VA DRUG FREE NOTICE
G 15414 11 17	MO DEDUCTIBLE NOTICE
G 15539 03 00	DC NOTICE OF WORKERS COMP PREMIUM ASSESSMENT
G 6760 01 93	IL COMPLAINT NOTICE
ICA 04 615 01 08 01	AZ POSTING NOTICE - ENGLISH
ICA 04 615 01S 08 01	AZ POSTING NOTICE - SPANISH
ICA 41 100 08 01	AZ REPORT OF SIGNIFICANT WORK EXPOSURE TO BODILY FLUIDS
ICEMP 11 94	ID POSTING NOTICE - ENGLISH
ICEMP 2 05 95	ID POSTING NOTICE - SPANISH
ICPN 10 11	IL POSTING NOTICE - ENGLISH
ICPNSP 10 11	IL POSTING NOTICE - SPANISH
IITE 001 05 25	WELCOME LETTER
IL P 001 01 04	U.S. TREASURY DEPT OFFICE OF FOREIGN ASSETS NOTICE (OFAC)
KWC 25 05 15	KS WORK COMP INFORMATION - ENGLISH
KWC 250 05 15	KS WORK COMP INFORMATION - SPANISH
KWC 270A 11 16	KS CLAIMS ADVISORY POSTING NOTICE - SPANISH
KWC 27A 11 16	KS CLAIMS ADVISORY POSTING NOTICE - ENGLISH
KWC 40 04 13	KS POSTING NOTICE
LB 0922 04 18	TN POSTING NOTICE - ENGLISH
LB 0922SP 04 18	TN POSTING NOTICE - SPANISH
LB 3265 04 18	TN POSTING NOTICE - NOTICE OF EMPLOYER RIGHTS/RESPONSIBILITIES IN A WC CLAIM
NOTICEFLWC 02 16	FL INFORMATIONAL NOTICE
PHN 101 07 21	TEXAS COMPLAINT NOTICE
Q 5469B 11 96	IMPORTANT STATE REQUIREMENTS
Q 5564B 01 26	OR MED CLAIMS PAYMENT NOTICE
Q 5580C 11 17	MT WORK COMP BENEFITS DEDUCTIBLE OPTIONS
Q 5588A 02 93	MN POLICYHOLDER NOTICE
Q 5599 07 92	CO NOTICE TO POLICYHOLDER
Q 5609A 01 04	IL CONTRACTING CLASS PREMIUM ADJUSTMENT PROGRAM APPLICATION
Q 5614 01 93	MA BENEFITS DEDUCTIBLE PROGRAM
Q 5634 06 94	OR NOTICE TO POLICYHOLDERS
RC 227 11 09	OR RISK CONTROL NOTICE
RC 228 10 07	FL RISK CONTROL NOTICE
RC 231 11 09	ME RISK CONTROL NOTICE
RC 232 11 09	CO RISK CONTROL NOTICE
RC 244 11 09	MN RISK CONTROL NOTICE
RC 257 01 18	TX RISK CONTROL NOTICE
RC 258 11 09	AR RISK CONTROL NOTICE
RC 263 11 09	KS RISK CONTROL NOTICE
RC 264 11 09	PA RISK CONTROL NOTICE
RC 272 11 09	MT RISK CONTROL NOTICE
RC 279 02 24	MO RISK CONTROL NOTICE
RC 288 11 09	OK RISK CONTROL NOTICE
RC 289 08 11	MS RISK CONTROL NOTICE
UTP 03 10	UT POSTING NOTICE - ENGLISH

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Item 3.D SCHEDULE OF SUPPLEMENTAL FORMS

UTP S 03 10	UT POSTING NOTICE - SPANISH
VCM PHN VA 001 10 13	IMPORTANT INFORMATION TO VIRGINIA POLICYHOLDERS
VCM PHN WI 001 10 13	WI NOTICE OF RIGHT TO FILE A COMPLAINT
VGN 634 AR 12 21	AR NOTICE TO POLICYHOLDERS
VGN 637 IL 04 10	IL IMPORTANT NOTICE TO POLICYHOLDERS
VWC 1 11 03	VA POSTING NOTICE - ENGLISH
VWC 1SP 11 03	VA POSTING NOTICE - SPANISH
WC 001 06 25	WORKERS COMPENSATION QUICK REFERENCE GUIDE
WC 051 10 94	CO IMPORTANT NOTICE
WC 106 02 14	MO POSTING NOTICE - ENGLISH
WC 106 S 02 14	MO POSTING NOTICE - SPANISH
WC 289 10 84	IL MEDICAL BENEFITS DEDUCTIBLE OPTIONS NOTICE
WC 49 11 07	CO POSTING NOTICE
WC 7818 05 93	UT FRAUD NOTICE - WARNING
WC 8166 07 75	MD SPECIAL NOTICE - PENALTIES FOR ILLEGALLY HIRING MINORS
WC 8424D 02 02	AZ POSTING NOTICE
WC 99 04 02 10 04	NY WC SECURITY FUND SURCHARGE ENDORSEMENT
WCB 90 01 20	ME POSTING NOTICE
WC BOR 07 22	GA POSTING NOTICE - BILL OF RIGHTS - ENGLISH
WC BOR SP 07 22	GA POSTING NOTICE - BILL OF RIGHTS - SPANISH
WCC1 10 12	AL POSTING NOTICE
WCP 1 04 14	NH POSTING NOTICE - ENGLISH
WC P1 GA 07 22	GA POSTING NOTICE - PANEL OF PHYSICIANS - ENGLISH
WC P1 GA SP 07 22	GA POSTING NOTICE - PANEL OF PHYSICIANS - SPANISH
WCP 1S 04 14	NH POSTING NOTICE - SPANISH

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Schedule of Forms

Item 3D

Applicable States - California

Policy No. 406-05-06-72 -0000

Form Numbers

4Q 4491-1 01 15	QUICK REFERENCE GUIDE
AWC 115 02 04	PRIVACY ACT NOTICE
AWC 120 03 04	CA WHISTLEBLOWERS POSTING NOTICE - ENGLISH
AWC 121 06 04	CA WHISTLEBLOWERS POSTING NOTICE - SPANISH
AWC 137 09 25	CA MPN INFORMATION
AWC 149 02 08	CA PRIVACY DISCLOSURE NOTICE
AWC 167 01 12	CA IMPORTANT NOTICE - IF THIS POLICY IS CANCELLED
AWC 403 01 18	CA GENERAL PARTNER AND LLC WAIVER
AWC 404 01 18	CA CORPORATE OFFICERS DIRECTORS WAIVER
G 12652 03 94	IMPORTANT NOTICE REGARDING SUBCONTRACTORS
IITE 001 05 25	WELCOME LETTER
IL P 001 01 04	U.S. TREASURY DEPT OFFICE OF FOREIGN ASSETS NOTICE (OFAC)
NOTICEFLWC 02 16	FL INFORMATIONAL NOTICE
PHN 101 07 21	TEXAS COMPLAINT NOTICE
PN 04 99 01I 02 22	CA POLICYHOLDER NOTICE - RATING AND DIVIDEND INFO
PN 04 99 02B 05 02	CA POLICYHOLDER NOTICE - INSURANCE RATING LAWS
PN 04 99 04 12 01	POLICYHOLDER NOTICE - CIGA SURCHARGE
RC 270 11 09	CA RISK CONTROL NOTICE
WC 00 00 00C 01 15	WORKERS COMPENSATION & EMPLOYERS LIABILITY POLICY
WC 00 04 06 08 84	PREMIUM DISCOUNT ENDT (Applicable to CA, CO, CT, KS, ME, MT, NY, OR, TN, TX, VT, VA, HI)
WC 00 04 21F 08 22	CATASTROPHE (OTHER THAN CERTIFIED ACTS OF TERRORISM) PREMIUM ENDT (Not Applicable to AA, AE, AP, DE, FL, GU, MA, MI, MN, ND, NJ, NV, NY, OH, PA, PR, VA, WA, WY)
WC 00 04 22C 01 21	TERRORISM RISK INSURANCE PROGRAM REAUTH ACT DISCLOSURE (Not Applicable to AA, AE, AP, FL, GU, MI, ND, OH, PR, WA, WY)
WC 001 06 25	WORKERS COMPENSATION QUICK REFERENCE GUIDE
WC 04 00 02 07 98	CA SCHEDULE OF NAMED INSURED
WC 04 00 03 07 98	CA SCHEDULE OF LOCATIONS
WC 04 00 04 07 98	CA SCHEDULE OF FORMS
WC 04 03 01D 02 18	CA AMENDATORY ENDORSEMENT
WC 04 03 60B 01 15	CA EMPLOYERS LIABILITY COVERAGE AMENDATORY ENDT
WC 04 04 22 01 12	CA SHORT RATE CANCELLATION ENDT
WC 04 06 01B 01 22	CA CANCELATION ENDORSEMENT
WC 04 06 04A 01 23	CA COVID-19 REPORTING REQUIREMENT ENDT

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Applicable States - California

Policy No. 406-05-06-72 -0000

Form Numbers

WC 251A 01 85	CA VOLUNTARY COMPENSATION & EMPLOYERS LIABILITY COVERAGE
WC 252 04 84	CA WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDT
WC 90 06 01 04 14	EXECUTION OF OFFICERS SIGNATURES
WC 99 06 17B 03 16	INCREASED NOTICE OF CANCELATION (Not Applicable to AA, AE, AK, AP, AZ, FL, GU, KS, MN, MO, NC, ND, NJ, NY, OH, OR, PR, TX, VT, WA, WI, WY)
WC 99 06 18B 03 16	NOTICE OF CANCELATION TO DESIGNATED PERSON OR ORGANIZATION (Not Applicable to AA, AE, AP, AZ, DC, FL, GU, KS, MN, MO, NC, ND, NJ, NY, OH, OR, PA, PR, TX, VT, WA, WI, WY)

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WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY
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Item 4. Classification of Operations		Premium Basis	Rates	Estimated
Classification	Code No.	Total Estimated Annual Remuneration	Per $100 of Remuneration	Annual Premiums
Alabama				
Location: 1				
Contractor - Executive Supervisor Or Construction Superintendent	5606	320,995	0.605	1,942
Telecommunications Co. - Cable TV, Or Satellite - All Other Employees & Drivers	7600	55,681	3.734	2,079
Salespersons Or Collectors - Outside	8742	328,711	0.213	700
Auditor, Accountant, Or Computer System Designer Or Programmer - Traveling	8803	5,646,830	0.027	1,525
Clerical Office Employees NOC	8810	92,155	0.091	84
Manual Premium				6,330
Waiver of Subrogation - Blanket (2.00%)	0930			127
Increased Limits (1.40%)	9812			89
Minimum Premium: $150				
Premium Subject To Experience Modification				6,546
Final Experience Modification (0.960 Credit)				-262
Mod ID#: 917569738				
Schedule Modification (25.00% Credit)	9887			-1,571
Standard Premium				4,713
Premium Discount (9.30% Credit)	0063			-438
Terrorism	9740		0.007	451
Catastrophe (Other Than Certified Acts Of Terrorism)	9741		0.014	902
(Domestic Terrorism: $902 x 30% = 271)				
(Earthquake/Catastrophic: $902 x 70% = 631)				
Total Estimated Premium				5,628

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Item 4. Classification of Operations		Premium Basis	Rates	Estimated
Classification	Code No.	Total Estimated Annual Remuneration	Per $100 of Remuneration	Annual Premiums
Arizona				
Location: 3				
Salespersons Or Collectors - Outside	8742	335,095	0.109	365
Auditor, Accountant, Or Computer System Designer Or Programmer - Traveling	8803	2,059,610	0.019	391
Clerical Office Employees NOC	8810	594,563	0.052	309
Manual Premium				1,065
Waiver of Subrogation - Blanket (2.00%)	0930			21
Increased Limits (1.10%)	9812			12
Premium Subject To Experience Modification				1,098
Final Experience Modification (0.960 Credit) Mod ID#: 917569738				-44
Standard Premium				1,054
Premium Discount (9.30% Credit)	0063			-98
Terrorism	9740		0.006	179
Catastrophe (Other Than Certified Acts Of Terrorism) (Domestic Terrorism: $149 x 30% = 45) (Earthquake/Catastrophic: $149 x 70% = 104)	9741		0.005	149
Total Estimated Premium				1,284

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WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY
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Item 4. Classification of Operations		Premium Basis	Rates	Estimated
Classification	Code No.	Total Estimated Annual Remuneration	Per $100 of Remuneration	Annual Premiums
Arkansas				
Location: 2				
Auditor, Accountant, Or Computer System Designer Or Programmer - Traveling	8803	196,456	0.030	59
Clerical Office Employees NOC	8810	160,991	0.060	97
Manual Premium				156
Waiver of Subrogation - Blanket (2.00%)	0930			3
Increased Limits (1.10%)	9812			2
Premium Subject To Experience Modification				161
Final Experience Modification (0.960 Credit) Mod ID#: 917569738				-6
Standard Premium				155
Premium Discount (9.30% Credit)	0063			-14
Terrorism	9740		0.008	29
Catastrophe (Other Than Certified Acts Of Terrorism) (Domestic Terrorism: $57 x 15% = 9) (Earthquake/Catastrophic: $57 x 85% = 48)	9741		0.016	57
Total Estimated Premium				227

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Item 4. Classification of Operations		Premium Basis	Rates	Estimated
Classification	Code No.	Total Estimated Annual Remuneration	Per $100 of Remuneration	Annual Premiums
California				
Location: 4				
Electrical Wiring - Within Buildings - Including Installation Or Repair Of Electrical Fixtures - Including Shop, Yard Or Storage Operations - Employees Whose Regular Hourly Wage Does Not Equal Or Exceed $36.00 Per Hour	5190	754,239	6.110	46,084
Territory Modification (5.00% Debit)	9684			2,304
Computer Or Telephone System Or Equipment Installation, Service Or Repair - Shop Or Outside	5193	3,039,422	1.520	46,199
Territory Modification (5.00% Debit)	9684			2,310
Contractors - Construction Or Erection - Executive Level Supervisors - No Direct Supervision - Division Of A Single Employee's Payroll With Any Other Classification Is Not Permitted	5606	1,050,708	1.270	13,344
Territory Modification (5.00% Debit)	9684			667
Telecommunications Companies-- All Employees--including Installation, Maintenance, Repair And Operation Of Telephone Lines And Systems, Remote Transmission Sites, And Central Office Switching Equipment--including Shop	7600	310,035	12.750	39,529
Territory Modification (5.00% Debit)	9684			1,976
Stores - Wholesale - NOC	8018	122,175	8.450	10,324
Territory Modification (5.00% Debit)	9684			516
Warehouses - General Merchandise - NOC	8292	126,757	11.120	14,095
Territory Modification (5.00% Debit)	9684			705
Salespersons - Outside	8742	1,711,273	0.490	8,385

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WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY
EXTENSION OF INFORMATION PAGE

Item 4. Classification of Operations		Premium Basis	Rates	Estimated
Classification	Code No.	Total Estimated Annual Remuneration	Per $100 of Remuneration	Annual Premiums
California				
Territory Modification (5.00% Debit)	9684			419
Auditing, Accounting Or Management Consulting Services - All Employees - Including Clerical Office Employees And Clerical Telecommuter Employees. The Entire Remuneration Of Each Employee Shall Be Included, Subject To A Maximum Of $165,100 Per Year. When The Policy Is In Force For Less Than A 12-Month Period, The Maximum Payroll Amount Shall Be Prorated Based Upon The Number Of Weeks In The Policy Period.	8803	4,867,257	0.140	6,814
Territory Modification (5.00% Debit)	9684			341
Clerical Office Employees - NOC	8810	85,654	0.280	240
Territory Modification (5.00% Debit)	9684			12
Clerical Office Employees - NOC	8810	1,713,154	0.280	4,797
Territory Modification (5.00% Debit)	9684			240
Municipal, State Or Other Public Agencies - Municipal, State Or Other Public Agency Employees - Not Engaged In Manual Labor, Or Direct Supervision Of Construction Or Erection Work - NOC	9410	482,850	1.270	6,132
Territory Modification (5.00% Debit)	9684			307
Manual Premium				205,740
Waiver of Subrogation - Blanket (2.00%)	0930			4,115
Increased Limits (0.00%)	0120			0
Premium Subject To Experience Modification				209,855
Final Experience Modification (1.290 Debit) Mod ID#: 5271725				60,858
Schedule Modification (36.00% Credit)	9887			-97,457

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Item 4. Classification of Operations		Premium Basis	Rates	Estimated
Classification	Code No.	Total Estimated Annual Remuneration	Per $100 of Remuneration	Annual Premiums
California				
Standard Premium				173,256
Premium Discount (11.80% Credit)	0063			-20,444
Terrorism	9740		0.015	2,140
Catastrophe (Other Than Certified Acts Of Terrorism) (Domestic Terrorism: $2282 x 0% = 2282) (Earthquake/Catastrophic: $2282 x 0% = 0)	9741		0.016	2,282
Total Estimated Premium				157,234
CA WC Fraud Assessment Surcharge (0.459%)				722.00
CA WC Administrative Surcharge (1.4958%)				2,352.00
CA CIGA Surcharge (0.00%)				0.00
CA Uninsured Employers Benefit Trust Fund Assessment (0.0956%)				150.00
CA Subsequent Injuries Benefit Trust Fund Assessment (2.0428%)				3,212.00
CA Occupational Safety and Health Fund (0.5678%)				893.00
CA Labor Enforcement & Compliance Assessment (0.5301%)				833.00

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Classification	Code No.	Total Estimated Annual Remuneration	Per $100 of Remuneration	Annual Premiums
Colorado				
Location: 5				
Auditor, Accountant, Or Computer System Designer Or Programmer - Traveling	8803	305,095	0.023	70
Manual Premium				70
Waiver of Subrogation - Blanket (2.00%)	0930			1
Increased Limits (1.10%)	9812			1
Premium Subject To Experience Modification				72
Final Experience Modification (0.960 Credit) Mod ID#: 917569738				-3
Standard Premium				69
Premium Discount (11.80% Credit)	0063			-8
Terrorism	9740		0.007	21
Catastrophe (Other Than Certified Acts Of Terrorism) (Domestic Terrorism: $43 x 30% = 13) (Earthquake/Catastrophic: $43 x 70% = 30)	9741		0.014	43
Total Estimated Premium				125

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Classification	Code No.	Total Estimated Annual Remuneration	Per $100 of Remuneration	Annual Premiums
Connecticut				
Location: 6				
Auditor, Accountant, Or Computer System Designer Or Programmer - Traveling	8803	373,486	0.044	164
Clerical Office Employees NOC	8810	229,798	0.124	285
Manual Premium				449
Waiver of Subrogation - Blanket (2.00%)	0930			9
Increased Limits (1.10%)	9812			5
Premium Subject To Experience Modification				463
Final Experience Modification (0.960 Credit) Mod ID#: 917569738				-19
Standard Premium				444
Premium Discount (4.40% Credit)	0063			-20
Terrorism	9740		0.044	265
Catastrophe (Other Than Certified Acts Of Terrorism) (Domestic Terrorism: $109 x 30% = 33) (Earthquake/Catastrophic: $109 x 70% = 76)	9741		0.018	109
Total Estimated Premium				798
CT Second Injury Fund Surcharge (2.25%)				18.00
CT Assessment Fund (1.80%)				8.00

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Item 4. Classification of Operations		Premium Basis	Rates	Estimated
Classification	Code No.	Total Estimated Annual Remuneration	Per $100 of Remuneration	Annual Premiums
District of Columbia				
Location: 7				
Auditor, Accountant, Or Computer System Designer Or Programmer - Traveling	8803	8,494	0.026	2
Clerical Office Employees NOC	8810	553,807	0.046	255
Clerical Office Employees NOC	8810	295,816	0.046	136
Manual Premium				393
Waiver of Subrogation - Blanket (2.00%)	0930			8
Increased Limits (1.10%)	9812			4
Premium Subject To Experience Modification				405
Final Experience Modification (0.960 Credit) Mod ID#: 917569738				-16
Standard Premium				389
Premium Discount (9.30% Credit)	0063			-36
Terrorism	9740		0.107	918
Catastrophe (Other Than Certified Acts Of Terrorism) (Domestic Terrorism: $129 x 55% = 71) (Earthquake/Catastrophic: $129 x 45% = 58)	9741		0.015	129
Total Estimated Premium				1,400
DC WC Policyholder Surcharge (0.00%)				0.00

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Classification	Code No.	Total Estimated Annual Remuneration	Per $100 of Remuneration	Annual Premiums
Florida				
Location: 8				
Telephone Cable Laying By Specialist Contractor	7600	165,806	3.472	5,757
Salespersons Or Collectors - Outside	8742	117,451	0.218	256
Auditor, Accountant, Or Computer System Designer Or Programmer - Traveling	8803	916,536	0.037	339
Clerical Office Employees NOC	8810	1,015,665	0.105	1,066
Clerical Office Employees NOC	8810	86,048	0.105	90
Manual Premium				7,508
Waiver of Subrogation - Blanket (0.00%)	0930			0
Increased Limits (1.40%)	9812			105
Premium Subject To Experience Modification				7,613
Final Experience Modification (0.960 Credit) Mod ID#: 917569738				-305
Standard Premium				7,308
Premium Discount (9.30% Credit)	0063			-680
Terrorism	9740		0.010	230
Total Estimated Premium				6,858
FL WC IGA Surcharge (0.00%)				0.00

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Classification	Code No.	Total Estimated Annual Remuneration	Per $100 of Remuneration	Annual Premiums
Georgia				
Location: 9				
Computer - Device Installation Inspection Service Or Repair	5191	165,404	0.600	992
Contractor - Executive Supervisor Or Construction Superintendent	5606	144,542	0.630	911
Telecommunications Co. - Cable TV, Or Satellite - All Other Employees & Drivers	7600	157,778	2.240	3,534
Salespersons Or Collectors - Outside	8742	570,544	0.160	913
Auditor, Accountant, Or Computer System Designer Or Programmer - Traveling	8803	617,050	0.030	185
Auditor, Accountant, Or Computer System Designer Or Programmer - Traveling	8803	435,818	0.030	131
Clerical Office Employees NOC	8810	232,806	0.080	186
Clerical Office Employees NOC	8810	140,949	0.080	113
Manual Premium				6,965
Waiver of Subrogation - Blanket (0.00%)	0930			0
Increased Limits (1.10%)	9812			77
Premium Subject To Experience Modification				7,042
Final Experience Modification (0.960 Credit)				-282
Mod ID#: 917569738				
Schedule Modification (30.00% Credit)	9887			-2,028
Standard Premium				4,732
Premium Discount (9.30% Credit)	0063			-440
Terrorism	9740		0.007	173
Catastrophe (Other Than Certified Acts Of Terrorism)	9741		0.013	320
(Domestic Terrorism: $320 x 30% = 96)				
(Earthquake/Catastrophic: $320 x 70% = 224)				
Total Estimated Premium				4,785

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Classification	Code No.	Total Estimated Annual Remuneration	Per $100 of Remuneration	Annual Premiums
Idaho				
Location: 11				
Computer - Device Installation Inspection Service Or Repair	5191	177,430	0.580	1,029
Contractor - Executive Supervisor Or Construction Superintendent	5606	110,132	0.565	622
Store - Vegetable Or Fruit - Wholesale	8018	168,728	2.021	3,410
Salespersons Or Collectors - Outside	8742	1,978,419	0.187	3,700
Auditor, Accountant, Or Computer System Designer Or Programmer - Traveling	8803	1,590,546	0.031	493
Clerical Office Employees NOC	8810	6,270,850	0.099	6,208
Manual Premium				15,462
Waiver of Subrogation - Blanket (2.00%)	0930			309
Increased Limits (1.10%)	9812			170
Premium Subject To Experience Modification				15,941
Final Experience Modification (0.960 Credit) Mod ID#: 917569738				-638
Schedule Modification (25.00% Credit)	9887			-3,826
Standard Premium				11,477
Premium Discount (9.30% Credit)	0063			-1,067
Terrorism	9740		0.005	515
Catastrophe (Other Than Certified Acts Of Terrorism) (Domestic Terrorism: $515 x 30% = 154) (Earthquake/Catastrophic: $515 x 70% = 361)	9741		0.005	515
Total Estimated Premium				11,440

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Classification	Code No.	Total Estimated Annual Remuneration	Per $100 of Remuneration	Annual Premiums
Illinois				
Location: 12				
Contractor - Executive Supervisor Or Construction Superintendent	5606	17,338	1.419	246
Telecommunications Co. - Cable TV, Or Satellite - All Other Employees & Drivers	7600	285,681	5.831	16,658
Auditor, Accountant, Or Computer System Designer Or Programmer - Traveling	8803	4,637,231	0.025	1,159
Clerical Office Employees NOC	8810	262,534	0.081	213
Manual Premium				18,276
Waiver of Subrogation - Blanket (2.00%)	0930			366
Increased Limits (1.40%)	9812			256
Premium Subject To Experience Modification				18,898
Final Experience Modification (0.960 Credit)				-756
Mod ID#: 917569738				
Schedule Modification (50.00% Credit)	9887			-9,071
Standard Premium				9,071
Premium Discount (9.30% Credit)	0063			-844
Terrorism	9740		0.017	884
Catastrophe (Other Than Certified Acts Of Terrorism)	9741		0.017	884
(Domestic Terrorism: $884 x 55% = 486)				
(Earthquake/Catastrophic: $884 x 45% = 398)				
Total Estimated Premium				9,995
IL WC Fund Surcharge (1.092%)				109.00

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Classification	Code No.	Total Estimated Annual Remuneration	Per $100 of Remuneration	Annual Premiums
Indiana				
Location: 13				
Auditor, Accountant, Or Computer System Designer Or Programmer - Traveling	8803	499,283	0.024	120
Clerical Office Employees NOC	8810	357,688	0.073	261
Manual Premium				381
Waiver of Subrogation - Blanket (2.00%)	0930			8
Increased Limits (1.10%)	9812			4
Premium Subject To Experience Modification				393
Final Experience Modification (0.960 Credit) Mod ID#: 917569738				-16
Standard Premium				377
Premium Discount (9.30% Credit)	0063			-35
Terrorism	9740		0.007	60
Catastrophe (Other Than Certified Acts Of Terrorism) (Domestic Terrorism: $120 x 30% = 36) (Earthquake/Catastrophic: $120 x 70% = 84)	9741		0.014	120
Total Estimated Premium				522
IN Second Injury Fund Surcharge (1.10%)	0935			6.00

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Classification	Code No.	Total Estimated Annual Remuneration	Per $100 of Remuneration	Annual Premiums
Iowa				
Location: 10 Auditor, Accountant, Or Computer System Designer Or Programmer - Traveling	8803	55,814	0.032	18
Manual Premium				18
Waiver of Subrogation - Blanket (2.00%)	0930			0
Increased Limits (1.10%)	9812			0
Premium Subject To Experience Modification				18
Final Experience Modification (0.960 Credit) Mod ID#: 917569738				-1
Standard Premium				17
Premium Discount (9.30% Credit)	0063			-2
Terrorism	9740		0.005	3
Catastrophe (Other Than Certified Acts Of Terrorism) (Domestic Terrorism: $3 x 30% = 1) (Earthquake/Catastrophic: $3 x 70% = 2)	9741		0.005	3
Total Estimated Premium				21

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Classification	Code No.	Total Estimated Annual Remuneration	Per $100 of Remuneration	Annual Premiums
Kansas				
Location: 14				
Auditor, Accountant, Or Computer System	8803	82,974	0.034	28
Designer Or Programmer - Traveling Clerical Office Employees NOC	8810	118,699	0.079	94
Manual Premium				122
Waiver of Subrogation - Blanket (2.00%)	0930			2
Increased Limits (1.10%)	9812			1
Premium Subject To Experience Modification				125
Final Experience Modification (0.960 Credit) Mod ID#: 917569738				-5
Standard Premium				120
Premium Discount (11.80% Credit)	0063			-14
Terrorism	9740		0.004	8
Catastrophe (Other Than Certified Acts Of Terrorism) (Domestic Terrorism: $14 x 30% = 4) (Earthquake/Catastrophic: $14 x 70% = 10)	9741		0.007	14
Total Estimated Premium				128

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Classification	Code No.	Total Estimated Annual Remuneration	Per $100 of Remuneration	Annual Premiums
Kentucky				
Location: 15 Auditor, Accountant, Or Computer System Designer Or Programmer - Traveling	8803	60,714	0.017	10
Manual Premium				10
Increased Limits (1.10%)	9812			0
Premium Subject To Experience Modification				10
Final Experience Modification (0.960) Mod ID#: 917569738				0
Standard Premium				10
Premium Discount (9.30% Credit)	0063			-1
Terrorism	9740		0.008	5
Catastrophe (Other Than Certified Acts Of Terrorism) (Domestic Terrorism: $10 x 30% = 3) (Earthquake/Catastrophic: $10 x 70% = 7)	9741		0.016	10
Total Estimated Premium				24
KY Special Fund Assessment (5.53%)				1.33

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Classification	Code No.	Total Estimated Annual Remuneration	Per $100 of Remuneration	Annual Premiums
Louisiana				
Location: 16 Auditor, Accountant, Or Computer System Designer Or Programmer - Traveling	8803	1,701,736	0.035	596
Manual Premium				596
Increased Limits (1.40%)	9812			8
Premium Subject To Experience Modification				604
Final Experience Modification (0.960 Credit) Mod ID#: 917569738				-24
Standard Premium				580
Waiver of Subrogation - Blanket (5.00%)	9118			29
Premium Discount (9.30% Credit)	0063			-54
Terrorism	9740		0.007	119
Catastrophe (Other Than Certified Acts Of Terrorism) (Domestic Terrorism: $238 x 30% = 71) (Earthquake/Catastrophic: $238 x 70% = 167)	9741		0.014	238
Total Estimated Premium				912

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Classification	Code No.	Total Estimated Annual Remuneration	Per $100 of Remuneration	Annual Premiums
Maine				
Location: 19 Auditor, Accountant, Or Computer System Designer Or Programmer - Traveling	8803	68,851	0.028	19
Manual Premium				19
Waiver of Subrogation - Blanket (2.00%)	0930			0
Increased Limits (1.10%)	9812			0
Premium Subject To Experience Modification				19
Final Experience Modification (0.960 Credit) Mod ID#: 917569738				-1
Standard Premium				18
Premium Discount (11.80% Credit)	0063			-2
Terrorism	9740		0.007	5
Catastrophe (Other Than Certified Acts Of Terrorism) (Domestic Terrorism: $10 x 30% = 3) (Earthquake/Catastrophic: $10 x 70% = 7)	9741		0.014	10
Total Estimated Premium				31
ME WC Board Assessment (2.41%)				0.00
ME Supplemental Benefits Fund Surcharge (0.00%)				0.00

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Classification	Code No.	Total Estimated Annual Remuneration	Per $100 of Remuneration	Annual Premiums
Maryland				
Location: 18				
Auditor, Accountant, Or Computer System Designer Or Programmer - Traveling	8803	645,177	0.010	65
Clerical Office Employees NOC	8810	58,632	0.060	35
Manual Premium				100
Waiver of Subrogation - Blanket (2.00%)	0930			2
Increased Limits (1.10%)	9812			1
Premium Subject To Experience Modification				103
Final Experience Modification (0.960 Credit) Mod ID#: 917569738				-4
Standard Premium				99
Premium Discount (9.30% Credit)	0063			-9
Terrorism	9740		0.058	408
Catastrophe (Other Than Certified Acts Of Terrorism) (Domestic Terrorism: $99 x 55% = 54) (Earthquake/Catastrophic: $99 x 45% = 45)	9741		0.014	99
Total Estimated Premium				597

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Classification	Code No.	Total Estimated Annual Remuneration	Per $100 of Remuneration	Annual Premiums
Massachusetts				
Location: 17				
Salespersons Or Collectors - Outside	8742	2,569,217	0.070	1,798
Auditor, Accountant, Or Computer System Designer Or Programmer - Traveling	8803	110,236	0.030	33
Clerical Office Employees NOC	8810	259,896	0.040	104
Manual Premium				1,935
MA Rate Deviation (25.00% Credit)	9037			-484
Waiver of Subrogation - Blanket (2.00%)	0930			39
Increased Limits (2.00%)	9812			29
Premium Subject To Experience Modification				1,519
Final Experience Modification (0.960 Credit) Mod ID#: 917569738				-61
Standard Premium				1,458
Premium Discount (9.30% Credit)	0063			-136
Terrorism	9740		0.030	882
Total Estimated Premium				2,204
MA Assessment (4.82%)				90.00

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Classification	Code No.	Total Estimated Annual Remuneration	Per $100 of Remuneration	Annual Premiums
Michigan				
Location: 20				
Fire Alarm Trnsmission Line Construction	7600	389,075	3.445	13,404
Accountant, Auditor, Factory Cost Or Office Systematizer - Traveling	8803	2,069,713	0.027	559
Clerical Office Employees	8810	20,815	0.080	17
Manual Premium				13,980
Waiver of Subrogation - Blanket (2.00%)	0930			280
Increased Limits (1.10%)	9812			154
Premium Subject To Experience Modification				14,414
Final Experience Modification (0.950 Credit) Mod ID#: 3852903A				-721
Schedule Modification (25.00% Credit)	9887			-3,423
Standard Premium				10,270
Premium Discount (9.30% Credit)	0063			-955
Terrorism	9740		0.006	149
Total Estimated Premium				9,464

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Classification	Code No.	Total Estimated Annual Remuneration	Per $100 of Remuneration	Annual Premiums
Minnesota				
Location: 21				
Telephone Or Cable Tv Line Installation - Contractors, Service Lines And Connections & Drivers	7600	160,722	3.899	6,267
Auditor, Accountant, Or Computer System Designer Or Programmer - Traveling	8803	675,807	0.025	169
Clerical Office Employees NOC	8810	239,922	0.069	166
Manual Premium				6,602
Waiver of Subrogation - Blanket (2.00%)	0930			132
Increased Limits (1.10%)	9812			73
Premium Subject To Experience Modification				6,807
Final Experience Modification (0.960 Credit)				-272
Mod ID#: 917569738				
Schedule Modification (40.00% Credit)	9887			-2,614
Standard Premium				3,921
Premium Discount (9.30% Credit)	0063			-365
Terrorism	9740		0.004	43
Total Estimated Premium				3,599
MN Special Fund Assessment (1.90%)	0174			124.00
MN Reinsurance Assoc Assessment (0.00%)	0988			0.00

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Classification	Code No.	Total Estimated Annual Remuneration	Per $100 of Remuneration	Annual Premiums
Mississippi				
Location: 23				
Auditor, Accountant, Or Computer System Designer Or Programmer - Traveling	8803	692,308	0.034	235
Clerical Office Employees NOC	8810	267,348	0.111	297
Manual Premium				532
Waiver of Subrogation - Blanket (2.00%)	0930			11
Increased Limits (1.10%)	9812			6
Premium Subject To Experience Modification				549
Final Experience Modification (0.960 Credit) Mod ID#: 917569738				-22
Standard Premium				527
Premium Discount (9.30% Credit)	0063			-49
Terrorism	9740		0.007	67
Catastrophe (Other Than Certified Acts Of Terrorism) (Domestic Terrorism: $125 x 30% = 37) (Earthquake/Catastrophic: $125 x 70% = 88)	9741		0.013	125
Total Estimated Premium				670

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Item 4. Classification of Operations		Premium Basis	Rates	Estimated
Classification	Code No.	Total Estimated Annual Remuneration	Per $100 of Remuneration	Annual Premiums
Missouri				
Location: 22				
Auditors Or Accountants - Traveling	8803	437,508	0.031	136
Clerical NOC	8810	50,339	0.102	51
Manual Premium				187
Waiver of Subrogation - Blanket (0.00%)	0930			0
Increased Limits (1.10%)	9812			2
Premium Subject To Experience Modification				189
Final Experience Modification (0.960 Credit) Mod ID#: 917569738				-8
Standard Premium				181
Premium Discount (9.30% Credit)	0063			-17
Terrorism	9740		0.004	20
Catastrophe (Other Than Certified Acts Of Terrorism) (Domestic Terrorism: $34 x 0% = 34) (Earthquake/Catastrophic: $34 x 0% = 0)	9741		0.007	34
Total Estimated Premium				218
MO Second Injury (3%) And Supplemental (0%) Fund Surcharge (3.00%)				7.00
MO WC Administrative Deductible Surcharge (1.50%)				0.00

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Item 4. Classification of Operations		Premium Basis	Rates	Estimated
Classification	Code No.	Total Estimated Annual Remuneration	Per $100 of Remuneration	Annual Premiums
Montana				
Location: 24				
Salespersons Or Collectors - Outside	8742	202,850	0.300	609
Clerical Office Employees NOC	8810	138,735	0.160	222
Manual Premium				831
Waiver of Subrogation - Blanket (2.00%)	0930			17
Increased Limits (1.10%)	9812			9
Premium Subject To Experience Modification				857
Final Experience Modification (0.960 Credit) Mod ID#: 917569738				-34
Standard Premium				823
Premium Discount (11.80% Credit)	0063			-97
Terrorism	9740		0.006	20
Catastrophe (Other Than Certified Acts Of Terrorism) (Domestic Terrorism: $38 x 30% = 11) (Earthquake/Catastrophic: $38 x 70% = 27)	9741		0.011	38
Total Estimated Premium				784
MT Administrative Fund Surcharge (0.5443%)	0939			4.00
MT Subsequent Injury Fund Surcharge (0.3844%)	0935			3.00
MT Stay At Work/Return To Work Surcharge (0.00%)	0934			0.00
MT Occupational Safety And Health Premium Surcharge (0.4922%)	9616			4.00

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Item 4. Classification of Operations		Premium Basis	Rates	Estimated
Classification	Code No.	Total Estimated Annual Remuneration	Per $100 of Remuneration	Annual Premiums
Nevada				
Location: 28				
Auditor, Accountant, Or Computer System	8803	3,668,260	0.078	2,861
Designer Or Programmer - Traveling				
Clerical Office Employees NOC	8810	1,233,831	0.276	3,405
Manual Premium				6,266
Waiver of Subrogation - Blanket (2.00%)	0930			125
Increased Limits (1.10%)	9812			69
Premium Subject To Experience Modification				6,460
Final Experience Modification (0.960 Credit)				-258
Mod ID#: 917569738				
Schedule Modification (25.00% Credit)	9887			-1,551
Standard Premium				4,651
Premium Discount (9.30% Credit)	0063			-433
Terrorism	9740		0.058	2,843
Total Estimated Premium				7,061

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Item 4. Classification of Operations		Premium Basis	Rates	Estimated
Classification	Code No.	Total Estimated Annual Remuneration	Per $100 of Remuneration	Annual Premiums
New Hampshire				
Location: 26 Auditor, Accountant, Or Computer System Designer Or Programmer - Traveling	8803	311,760	0.026	81
Manual Premium				81
Increased Limits (1.10%)	9812			1
Premium Subject To Experience Modification				82
Final Experience Modification (0.960 Credit) Mod ID#: 917569738				-3
Standard Premium				79
Premium Discount (9.30% Credit)	0063			-7
Terrorism	9740		0.007	22
Catastrophe (Other Than Certified Acts Of Terrorism) (Domestic Terrorism: $44 x 30% = 13) (Earthquake/Catastrophic: $44 x 70% = 31)	9741		0.014	44
Total Estimated Premium				138

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Item 4. Classification of Operations		Premium Basis	Rates	Estimated
Classification	Code No.	Total Estimated Annual Remuneration	Per $100 of Remuneration	Annual Premiums
New Jersey				
Location: 27				
Auditor Or Factory Cost Or Office Systematizer - Traveling	8803	756,472	0.038	287
Clerical Office Employees NOC	8810	525,269	0.136	714
Clerical Office Employees NOC	8810	203,726	0.136	277
Manual Premium				1,278
Premium For Increased Limits Part Two, If Applicable (1.40%)	6199			18
Total Premium Subject To The Experience Modification				1,296
Premium Modified to Reflect Experience Modification (0.000)				0
Total Estimated Standard Premium				1,296
Terrorism	9740		0.030	446
Catastrophe (Other Than Certified Acts Of Terrorism) (Domestic Terrorism: $149 x 20% = 30) (Earthquake/Catastrophic: $149 x 80% = 119)	9741		0.010	149
Total Estimated Premium				1,891
NJ Second Injury Fund Surcharge (3.75%)	0935			49.00
NJ Uninsured Employers Fund Surcharge (0.00%)	0936			0.00

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Item 4. Classification of Operations		Premium Basis	Rates	Estimated
Classification	Code No.	Total Estimated Annual Remuneration	Per $100 of Remuneration	Annual Premiums
New York				
Location: 29				
Auditors - Traveling	8803	5,572,427	0.039	2,173
Executive Officers - NOC - Not Foremen, Workers Or Salespersons	8809	85,008	0.175	149
Clerical Office Employees NOC	8810	545,752	0.099	540
Manual Premium				2,862
Waiver of Subrogation - Blanket (2.00%)	0930			57
Premium Subject To Experience Modification				2,919
Experience Modification (0.000)				0
Schedule Modification (5.00% Credit)	9887			-146
Standard Premium				2,773
Premium Discount (11.80% Credit)	0063			-327
Terrorism	9740		0.037	2,295
Catastrophe (Other Than Certified Acts Of Terrorism) (Domestic Terrorism: $248 x 55% = 136) (Earthquake/Catastrophic: $248 x 45% = 112)	9741		0.004	248
Total Estimated Premium				4,989
NY State Assessment (7.00%)	0932			204.00
NY WC Security Fund Surcharge (0.00%)	9749			0.00

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Item 4. Classification of Operations		Premium Basis	Rates	Estimated
Classification	Code No.	Total Estimated Annual Remuneration	Per $100 of Remuneration	Annual Premiums
North Carolina				
Location: 25				
Telecommunications Co. - Cable TV, Or Satellite - All Other Employees & Drivers	7600	139,245	3.240	4,512
Auditor, Accountant, Or Computer System Designer Or Programmer - Traveling	8803	33,607	0.030	10
Clerical Office Employees NOC	8810	174,360	0.070	122
Manual Premium				4,644
Waiver of Subrogation - Blanket (2.00%)	0930			93
Increased Limits (1.10%)	9812			51
Premium Subject To Experience Modification				4,788
Final Experience Modification (0.960 Credit) Mod ID#: 917569738				-192
Standard Premium				4,596
Premium Discount (9.30% Credit)	0063			-427
Terrorism	9740		0.007	24
Catastrophe (Other Than Certified Acts Of Terrorism) (Domestic Terrorism: $45 x 30% = 13) (Earthquake/Catastrophic: $45 x 70% = 32)	9741		0.013	45
Total Estimated Premium				4,238

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Item 4. Classification of Operations		Premium Basis	Rates	Estimated
Classification	Code No.	Total Estimated Annual Remuneration	Per $100 of Remuneration	Annual Premiums
Oklahoma				
Location: 30				
Clerical Office Employees NOC	8810	40,031	0.132	53
Manual Premium				53
Waiver of Subrogation - Blanket (2.00%)	0930			1
Increased Limits (1.40%)	9812			1
Premium Subject To Experience Modification				55
Final Experience Modification (0.960 Credit) Mod ID#: 917569738				-2
Standard Premium				53
Premium Discount (9.30% Credit)	0063			-5
Terrorism	9740		0.008	3
Catastrophe (Other Than Certified Acts Of Terrorism) (Domestic Terrorism: $6 x 30% = 2) (Earthquake/Catastrophic: $6 x 70% = 4)	9741		0.016	6
Total Estimated Premium				57

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Item 4. Classification of Operations		Premium Basis	Rates	Estimated
Classification	Code No.	Total Estimated Annual Remuneration	Per $100 of Remuneration	Annual Premiums
Oregon				
Location: 31				
Computer - Device Installation Inspection Service Or Repair	5191	250,368	0.500	1,252
Store - Fruit Or Vegetable - Wholesale	8018	63,966	2.909	1,861
Salespersons Or Collectors - Outside	8742	393,887	0.131	516
Auditor, Accountant, Or Computer System Designer Or Programmer - Traveling	8803	319,529	0.027	86
Clerical Office or Employees	8810	643,418	0.059	380
Manual Premium				4,095
Waiver of Subrogation - Blanket (2.00%)	0930			82
Increased Limits (0.40%)	9812			16
Premium Subject To Experience Modification				4,193
Final Experience Modification (0.960 Credit) Mod ID#: 917569738				-168
Standard Premium				4,025
Premium Discount (11.80% Credit)	0063			-475
Terrorism	9740		0.008	134
Catastrophe (Other Than Certified Acts Of Terrorism) (Domestic Terrorism: $251 x 15% = 38) (Earthquake/Catastrophic: $251 x 85% = 213)	9741		0.015	251
Total Estimated Premium				3,935
OR WC Assessment (9.80%)				384.00

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Item 4. Classification of Operations		Premium Basis	Rates	Estimated
Classification	Code No.	Total Estimated Annual Remuneration	Per $100 of Remuneration	Annual Premiums
Pennsylvania				
Location: 32				
Salesperson - Outside	0951	336,023	0.162	544
Office	0953	93,570	0.060	56
Office	0953	35,754	0.060	21
Accounting Or Financial Auditing Firm	0962	112,403	0.023	26
Manual Premium				647
Waiver of Subrogation - Blanket (2.00%)	0930			13
Increased Limits (1.40%)	9812			9
Premium Subject To Experience Modification				669
Experience Modification (0.000)				0
Standard Premium				669
Premium Discount (11.80% Credit)	0063			-79
Expense Constant	0900			395
Terrorism	9740		0.020	116
Catastrophe (Other Than Certified Acts Of Terrorism) (Domestic Terrorism: $46 x 39.80% = 18) (Earthquake/Catastrophic: $46 x 60.20% = 28)	9741		0.008	46
Total Estimated Premium				1,147
PA WC Employer Assessment (2.18%)	0938			25.00

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Item 4. Classification of Operations		Premium Basis	Rates	Estimated
Classification	Code No.	Total Estimated Annual Remuneration	Per $100 of Remuneration	Annual Premiums
Rhode Island				
Location: 33				
Auditor, Accountant, Or Computer System	8803	182,731	0.040	73
Designer Or Programmer - Traveling				
Clerical Office Employees NOC	8810	435,818	0.110	479
Manual Premium				552
Waiver of Subrogation - Blanket (2.00%)	0930			11
Increased Limits (1.10%)	9812			6
Premium Subject To Experience Modification				569
Final Experience Modification (0.960 Credit) Mod ID#: 917569738				-23
Standard Premium				546
Premium Discount (5.30% Credit)	0063			-29
Terrorism	9740		0.007	43
Catastrophe (Other Than Certified Acts Of Terrorism) (Domestic Terrorism: $87 x 30% = 26) (Earthquake/Catastrophic: $87 x 70% = 61)	9741		0.014	87
Total Estimated Premium				647

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Item 4. Classification of Operations		Premium Basis	Rates	Estimated
Classification	Code No.	Total Estimated Annual Remuneration	Per $100 of Remuneration	Annual Premiums
South Carolina				
Location: 34				
Salespersons Or Collectors - Outside	8742	1,392,998	0.237	3,301
Auditor, Accountant, Or Computer System Designer Or Programmer - Traveling	8803	50,808	0.030	15
Clerical Office Employees NOC	8810	60,423	0.135	82
Clerical Office Employees NOC	8810	60,423	0.135	82
Manual Premium				3,480
Waiver of Subrogation - Blanket (2.00%)	0930			70
Increased Limits (1.10%)	9812			38
Premium Subject To Experience Modification				3,588
Final Experience Modification (0.960 Credit) Mod ID#: 917569738				-144
Standard Premium				3,444
Premium Discount (9.30% Credit)	0063			-320
Terrorism	9740		0.007	110
Catastrophe (Other Than Certified Acts Of Terrorism) (Domestic Terrorism: $219 x 20% = 44) (Earthquake/Catastrophic: $219 x 80% = 175)	9741		0.014	219
Total Estimated Premium				3,453

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Item 4. Classification of Operations		Premium Basis	Rates	Estimated
Classification	Code No.	Total Estimated Annual Remuneration	Per $100 of Remuneration	Annual Premiums
Tennessee				
Location: 36				
Contractor - Executive Supervisor Or Construction Superintendent	5606	146,356	0.391	572
Telecommunications Co. - Cable TV, Or Satellite - All Other Employees & Drivers	7600	281,243	2.033	5,718
Auditor, Accountant, Or Computer System Designer Or Programmer - Traveling	8803	249,187	0.021	52
Clerical Office Employees NOC	8810	203,726	0.058	118
Manual Premium				6,460
Waiver of Subrogation - Blanket (2.00%)	0930			129
Increased Limits (1.40%)	9812			90
Premium Subject To Experience Modification				6,679
Final Experience Modification (0.960 Credit)				-267
Mod ID#: 917569738				
Schedule Modification (25.00% Credit)	9887			-1,603
Standard Premium				4,809
Premium Discount (11.80% Credit)	0063			-567
Terrorism	9740		0.006	53
Catastrophe (Other Than Certified Acts Of Terrorism)	9741		0.013	114
(Domestic Terrorism: $114 x 15% = 17)				
(Earthquake/Catastrophic: $114 x 85% = 97)				
Total Estimated Premium				4,409

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Classification	Code No.	Total Estimated Annual Remuneration	Per $100 of Remuneration	Annual Premiums
Texas				
Location: 35				
Computer And Data Processing Services: Maintenance And Repair	5191	279,003	0.450	1,256
Contractor - Executive Supervisor Or Constr. Superintendent	5606	481,705	0.390	1,879
Burgular Alarm Installation Or Repair & Drivers	7600	553,839	1.560	8,640
Salespersons, Collectors Or Messengers - Outside	8742	4,161,753	0.120	4,994
Auditor - Traveling	8803	605,958	0.020	121
Executive Officers Noc - Performing Clerical Or Outside Salespersons Duties Only	8809	858,259	0.100	858
Clerical Office Employees NOC	8810	1,233,831	0.040	494
Manual Premium				18,242
Waiver of Subrogation - Blanket (2.00%)	0930			365
Increased Limits (1.40%)	9812			255
Premium Subject To Experience Modification				18,862
Final Experience Modification (0.960 Credit) Mod ID#: 917569738				-754
Schedule Modification (40.00% Credit)	9887			-7,243
Standard Premium				10,865
Premium Discount (10.80% Credit)	0063			-1,173
Terrorism	9740		0.024	1,962
Catastrophe (Other Than Certified Acts Of Terrorism) (Domestic Terrorism: $817 x 0% = 817) (Earthquake/Catastrophic: $817 x 0% = 0)	9741		0.010	817
Total Estimated Premium				12,471

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Classification	Code No.	Total Estimated Annual Remuneration	Per $100 of Remuneration	Annual Premiums
Utah				
Location: 37				
Auditor, Accountant, Or Computer System Designer Or Programmer - Traveling	8803	1,994,144	0.026	518
Clerical Office Employees NOC	8810	762,136	0.052	396
Clerical Office Employees NOC	8810	545,752	0.052	284
Manual Premium				1,198
Waiver of Subrogation - Blanket (0.00%)	0930			0
Increased Limits (1.10%)	9812			13
Premium Subject To Experience Modification				1,211
Final Experience Modification (0.960 Credit) Mod ID#: 917569738				-48
Standard Premium				1,163
Premium Discount (9.30% Credit)	0063			-108
Terrorism	9740		0.007	231
Catastrophe (Other Than Certified Acts Of Terrorism) (Domestic Terrorism: $495 x 15% = 74) (Earthquake/Catastrophic: $495 x 85% = 421)	9741		0.015	495
Total Estimated Premium				1,781

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Classification	Code No.	Total Estimated Annual Remuneration	Per $100 of Remuneration	Annual Premiums
Virginia				
Location: 38				
Auditor, Accountant, Or Computer System Designer Or Programmer - Traveling	8803	889,267	0.013	116
Clerical Office Employees NOC	8810	12,134	0.039	5
Clerical Office Employees NOC	8810	679,778	0.039	265
Computer System Designers Or Programmers: Exclusively Office	8810	194,100	0.039	76
Manual Premium				462
Waiver of Subrogation - Blanket (2.00%)	0930			9
Increased Limits (1.10%)	9812			5
Premium Subject To Experience Modification				476
Final Experience Modification (0.960 Credit) Mod ID#: 917569738				-19
Standard Premium				457
Premium Discount (11.80% Credit)	0063			-54
Terrorism	9740		0.013	231
Total Estimated Premium				634

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Classification	Code No.	Total Estimated Annual Remuneration	Per $100 of Remuneration	Annual Premiums
West Virginia				
Location: 40 Auditor, Accountant, Or Computer System Designer Or Programmer - Traveling	8803	133,470	0.022	29
Manual Premium				29
Waiver of Subrogation - Blanket (2.00%)	0930			1
Increased Limits (1.40%)	9812			0
Premium Subject To Experience Modification				30
Final Experience Modification (0.960 Credit) Mod ID#: 917569738				-1
Standard Premium				29
Premium Discount (9.30% Credit)	0063			-3
Terrorism	9740		0.007	9
Catastrophe (Other Than Certified Acts Of Terrorism) (Domestic Terrorism: $20 x 30% = 6) (Earthquake/Catastrophic: $20 x 70% = 14)	9741		0.015	20
Total Estimated Premium				55
WV Regulatory Surcharge (5.00%)				3.00
WV Fire and Casualty Surcharge (0.55%)				0.00

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Item 4. Classification of Operations		Premium Basis	Rates	Estimated
Classification	Code No.	Total Estimated Annual Remuneration	Per $100 of Remuneration	Annual Premiums
Wisconsin				
Location: 39				
Auditor, Accountant Or Factory Cost Or Office Systematizer - Traveling	8803	237,422	0.050	119
Clerical Office Employees NOC	8810	139,184	0.160	223
Manual Premium				342
Waiver of Subrogation - Blanket (2.00%)	0930	0	50	50
Increased Limits (1.10%)	9812			4
Premium Subject To Experience Modification				396
Final Experience Modification (0.960 Credit) Mod ID#: 917569738				-16
Standard Premium				380
Premium Discount (9.30% Credit)	0063			-35
Terrorism	9740		0.010	38
Catastrophe (Other Than Certified Acts Of Terrorism) (Domestic Terrorism: $38 x 30% = 11) (Earthquake/Catastrophic: $38 x 70% = 27)	9741		0.010	38
Total Estimated Premium				421

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CyberRiskConnect

Privacy, Security and Technology Insurance

BINDER LETTER

May 11, 2026

Please be advised that the below referenced account, subject to the terms and conditions below is bound and shall remain in force for a period not to exceed sixty (60) days from the effective date of this binder.

BROKER

Robert Horn
Alliant Insurance Services, Inc.
32 Old Slip
Floor 29
New York, NY 10005

NAMED INSURED

TVG MGT Holdings, LP
4320 West Kennedy Boulevard
Suite 200
Tampa, FL 33609

POLICY PERIOD

05/12/2026 - 05/12/2027

POLICY NUMBER

MTP9048729 01

RENEWAL OF POLICY

MTP 9048729 00

INSURER

Indian Harbor Insurance Company

PRODUCT

CyberRiskConnect TRD 050 0619 Click here to access our Policy Form.

COVERAGE SCHEDULE

COMBINED POLICY AGGREGATE LIMIT	$ 5,000,000

THIRD PARTY LIABILITY			
COVERAGES	**LIMIT**	**RETENTION**	**RETRO DATE**
Technology Products and Services	$ 5,000,000	$ 75,000	7/5/1993
Professional Services	$ 5,000,000	$ 75,000	7/5/1993
Media	$ 5,000,000	$ 75,000	Full Prior Acts
Privacy and Cyber Security	$ 5,000,000	$ 75,000	Full Prior Acts
Privacy Regulatory Defense, Awards and Fines	$ 5,000,000	$ 75,000	Full Prior Acts

FIRST PARTY				
COVERAGES	**LIMIT**	**WAITING PERIOD/RETENTION**		
Business Interruption and Extra Expense	$ 5,000,000	Loss of Business Income	Waiting Period	10 Hours
		Extra Expense	Retention	$ 75,000
		RETENTION		
Data Recovery	$ 5,000,000			$ 75,000
Cyber-Extortion and Ransomware	$ 5,000,000			$ 75,000
Data Breach Response and Crisis Management Coverage	$ 5,000,000			$ 75,000

OPTIONAL BUSINESS INTERRUPTION AND EXTRA EXPENSE ENHANCEMENTS – ADDED BY ENDORSEMENT				
COVERAGES	**LIMIT**	**WAITING PERIOD/RETENTION**		
System Failure	$ 5,000,000	Loss of Business Income	Waiting Period	10 Hours
		Extra Expense	Retention	$ 75,000
Dependent Business Interruption	$ 5,000,000	Loss of Business Income	Waiting Period	10 Hours
		Extra Expense	Retention	$ 75,000
Dependent Business Interruption System Failure	$ 5,000,000	Loss of Business Income	Waiting Period	10 Hours
		Extra Expense	Retention	$ 75,000

PREMIUM:	$ 123,878

NOTICES AND ENDORSEMENTS - *the following will be added to the Policy*		
Number	**Form Number**	**Title**
Notice	PN FL 03 0524	Florida Notice (Complaint)
Notice	CyberRiskConnect Breach Hotline 0119	AXA XL Cyber Breach Hotline
Notice	PN CW 05 0525	**New:** U.S. Treasury Department's Office of Foreign Assets Control ("OFAC")
Notice	PN FL 10 0909	Florida - Surplus Lines
Notice	PN CW 01 0123	Fraud Notice
Notice	PN CW 02 0119	Privacy Policy
Notice	NTD 018 0120	Claims Reporting Information
Notice	IL MP 9104 0124 IHIC	In Witness - Indian Harbor Insurance Company
1	TVI 900 0817	Terrorism Insurance Coverage and Premium Disclosure
2	TRD 407 0617	Amended Definition of Executive Officer (CEO, CIO, CISO, RM and GC)
3	TRD 413 0718	Amended Subsidiary Threshold Endorsement (25% threshold)
4	TRD 879 0924	**New**: Dependent Business Interruption Coverage Endorsement
5	TRD 880 0924	**New:** Dependent Business Interruption - System Failure Coverage Endorsement
6	TRD 881 0924	**New:** System Failure Coverage Endorsement
7	TRD 454 1017	PCI DSS Coverage Amendatory Endorsement ($5,000,000)
8	TRD 566 0318	Law Enforcement Cooperation Endorsement
9	TRD 569 0918	Consequential Reputation Loss Endorsement ($5,000,000 Limit; Period of Indemnity 6 Months; Waiting Period 2 Weeks)
10	TRD 581 1219	Bricking Coverage Endorsement ($5,000,000 Limit)
11	TRD 834 0823	Privacy Regulatory Endorsement
12	TRD 802 0119	Voluntary Shutdown Endorsement ($5,000,000 Limit)
13	TRD 882 0924	**New:** Utility Fraud Endorsement ($250,000 Aggregate Limit): Crypto-Jacking: $250,000 Limit Telecommunications Fraud: $250,000 Limit
14	TRD 817 1219	Cyber Crime Endorsement ($250,000 Aggregate Limit): Social Engineering Fraud: $250,000 Limit Funds Transfer Fraud: $250,000 Limit Invoice Manipulation: $250,000 Limit
15	TRD 830 0720	Amended Definition of Network Endorsement - BYOD/WFH
16	TRD 883 1124	**New:** Cyber-Extortion Threat Loss Endorsement: Sublimit: $5,000,000 Coinsurance: Insured 0% / Insurer 100% Retention: Policy Retention Waiting Period: 10 Hours
17	TRD 868 0524	SEC Analysis & Reporting Costs Sublimit Endorsement- $25K Limit: $25,000 Retention: Policy Retention
18	XL-FLSOP 0118	Service of Process
19	TRD 632 0324	War Exclusion Endorsement v2
20	TRD 417 0617	CONSENT TO SETTLE (80/20)
21	TRD 873 0924	Unauthorized Collection and Use Coverage Endorsement (Full limit, 0% Insured, 100% Insurer, Policy Retention)
22	TRD 866 0124	ADDITIONAL INSURED ENDORSEMENT – NON-VICARIOUS RPK Group, LLC

Staff Report

City Commission Regular Meeting

July 9, 2026

To:	City Commission
From:	Dale Martin, City Manager
Meeting Date:	July 9, 2026
Item Name:	Consideration of Conduit License Agreement Between the City of Flagler Beach and Metro FiberNet, LLC.

Background:

In 2022/2023, the City federal utilized American Rescue Plan Act funds to construct a fiber optic network linking several City facilities. The connection of the facilities required boring under the Atlantic Intracoastal Waterway and installing three conduits. The fiber optic network subsequently installed makes use of one of the three conduits. Representatives from MetroNet approached the City to lease one of the two remaining conduits to provide alternative fiber optic telecommunication services to beachside residents and businesses.

City staff consulted with Mr. Michael Tammaro to assist with determining an appropriate lease fee. Mr. Tammaro previously assisted the City in recommending the cable landing fee for DC Blox. Mr. Tammaro referenced the fee (per linear foot) charged by the Florida East Coast Railroad for boring under railroad tracks. FEC charges $8.00 per foot for such boring and the proposed agreement charges the same. MetroNet will utilize 600 feet of the conduit (the distance between the two access points to the conduit). The proposed agreement provides for an initial fee of $5,000 with a 5% annual escalator clause. MetroNet officials have further indicated that MetroNet will provide the connection to the planned City camera system at no charge, which will provide for secure connections (the original camera proposal was wireless-based) and should result in considerable savings (the monthly service fee for those connections has yet to be determined).

The City Attorney has prepared and reviewed the proposed agreement with MetroNet.

Fiscal Impact:

The proposed agreement will provide annual revenue (starting at $5,000 and increasing annually) to the City's General Fund.

Staff Recommendation:

Staff recommends approval of the proposed Conduit License Agreement.

Attachments:

1. Conduit License Agreement-MetroNet
2. Flagler Beach Fiber Map
3. City of Flagler Bch Fiber Optic Connections

CONDUIT LICENSE AGREEMENT

THIS AGREEMENT is made and entered by and between the CITY OF FLAGLER BEACH, FLORIDA (the "City"), whose mailing address is P.O. Box 70, Flagler Beach, Florida 32136-0070 and METRO FIBERNET, LLC, ("MetroNet") whose mailing address is 11880 College Boulevard, Suite 100, Overland Park, KS 66210, on the date executed by all parties hereto.

WHEREAS, MetroNet maintains a fiber optic telecommunications system in the City of Flagler Beach, Florida; and

WHEREAS, the City owns conduit space within MetroNet's service area; and

WHEREAS, the Parties desire to enter into this Agreement for the license and use of approximately six hundred (600) feet of conduit space described herein.

NOW THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

ARTICLE 1
INCORPORATION OF RECITALS

1.1 The foregoing recitals are true and correct and are incorporated herein.

ARTICLE 2
LICENSE OF CITY OF FLAGLER BEACH CONDUIT SPACE

2.1 The City presently owns certain conduit space within MetroNet's service area as shown in Exhibit "A" (the "Licensed Conduit"). City hereby grants MetroNet a non-exclusive license (the "License") to use the Licensed Conduit for business purposes as permitted by MetroNet's Florida Public Service Certificate.

2.2 The City shall continue to maintain and repair the Licensed Conduit in the same manner as it maintains other City conduits, but at a minimum in accordance with generally accepted industry standards for municipal conduit systems. In the event of damage to the Licensed Conduit not caused by MetroNet, City shall promptly repair such damage at its sole cost.

2.3 Subject to the provisions of this Article, the City may, upon one hundred eighty (180) days prior written notice to MetroNet, relocate any Licensed Conduit as may be reasonably required by the City. If such relocation is necessary due to the requirements of a third party, then the City shall provide MetroNet with a copy of the written notice from such third party. The cost of such relocation shall be the sole responsibility of the City.

2.4 In cases of relocation necessitated by emergency, the City may relocate or repair the Licensed Conduit under this Article without prior notice; provided, however, that the City shall

notify MetroNet as soon as practicable after the emergency is discovered by the City that emergency relocation work will be performed.

2.5 In emergencies, the City shall perform repairs and maintenance to correct any failure, interruption, or impairment in the operation of the Licensed Conduit hereunder. MetroNet shall promptly report any emergency of which it becomes aware to the City.

2.6 MetroNet shall obtain at its own expense any permits required related to the installation of its facilities in the Licensed Conduit.

2.7 MetroNet shall have reasonable access to the Licensed Conduit for installation, operation, maintenance, repair, replacement, and removal of MetroNet's facilities, subject to the City's reasonable coordination requirements. City shall not use, or permit any third party to use, the Licensed Conduit in a manner that materially interferes with MetroNet's use, operation, or maintenance of its facilities.

ARTICLE 3
PAYMENTS, TERMS, TAXES

3.1 The initial annual license fee shall be Five Thousand Dollars ($5,000.00). The initial annual license fee shall be due prior to use by MetroNet of the Licensed Conduit. Thereafter, annual license fees shall be due on or before the annual anniversary of the Commencement Date, as defined below, without invoice or demand. During the term of this Agreement, each subsequent year after the first year, the annual license fee shall be automatically increased by 5% over the prior year's license fee.

3.2 The initial term of this Agreement shall be for a period of ten (10) years and shall begin on July 1, 2026 (the "Commencement Date") and end on June 30, 2036 (the "Initial Term"). After the Initial Term, this Agreement may be renewed for two (2) additional five (5) year terms ("Renewal Terms"). Each renewal term shall automatically commence unless at least three hundred sixty-five days prior to the expiration of the then current term, either party gives written notice to the other of its intent to not renew this Agreement.

3.3. MetroNet shall have the right to terminate this Agreement at any time upon three (3) months' written notice to the City. MetroNet agrees to pay all fees accrued and due at the time of cancellation. Upon termination by MetroNet as described herein, MetroNet may remove or abandon its facilities located within the Licensed Conduit provided any removal does not otherwise impair or interfere with the City's conduit system.

3.4 Either party may terminate this Agreement for material breach of the terms of this Agreement upon thirty (30) days' written notice written of the breach and opportunity to cure. In the event a breach cannot be reasonably cured within a thirty-day period, such cure period will be extended up to 90 days provided the breaching party promptly commences and diligently pursues curing. In the event this Agreement is terminated during a year for which MetroNet has already

paid the annual fee, MetroNet shall be refunded a pro-rata share of the annual fee paid for remaining portion of that year after any application of offsets for any damages due to the City.

3.5 In the event of any change in the City's legal or regulatory status or the legal interpretation thereof by a court of competent jurisdiction that prohibits, restricts, or otherwise prevents City from furnishing the Licensed Conduit to MetroNet, after receipt of such regulatory notice or determination, the parties will negotiate in good faith to modify the terms of this Agreement to conform with such change. If after thirty (30) days the negotiations fail, City or MetroNet may terminate this Agreement without further liability to the other party. In the event of such termination, MetroNet shall be given one (1) year to remove its facilities, unless a shorter period is required by law. In the event of any changes in underlying rights of way, permits, or other rights resulting in the City's loss of required rights that are necessary to provide the Licensed Conduit hereunder, the City may, in its sole discretion, terminate this Agreement without liability to MetroNet; provided, however, that the City shall promptly give MetroNet written notice of any event, action, or proceeding that City believes may result in City's loss of rights which it deems necessary to provide the Licensed Conduit hereunder. In the event of such termination, MetroNet shall be given one year to remove its facilities, unless a shorter period is required by the holder of the underlying rights. Furthermore, City shall use comme4rcially reasonable efforts to preserve such rights or to provide MetroNet with a functionally equivalent conduit or alternative solutions prior to termination. In the event this Agreement is terminated during a year for which MetroNet has already paid the annual fee, MetroNet shall be refunded a pro-rata share of the annual fee paid for remaining portion of that year.

3.6 The City may terminate this Agreement or any portion thereof for any reason upon written notice of intent to terminate provided to MetroNet at least one (1) year prior to the effective date of the proposed termination. Upon the effective date of such termination the parties will be relieved of further obligation.

3.7 During the term of this Agreement, MetroNet shall pay when due all taxes including sales and use taxes or any other fees incurred as a result of the use of the Licensed Conduit or any other City facilities by MetroNet. Whenever possible, a tax shall be billed as a separate item on the invoice.

3.8 If either party is audited by a taxing authority or other government authority, the other party agrees to reasonably cooperate with the party being audited in order to respond to any audit inquiries in a proper and timely manner so that the audit can be resolved expeditiously. With respect to any tax or tax controversy covered by this Section, MetroNet is entitled to contest, with the imposing jurisdiction, pursuant to applicable law and at its own expense, any tax that it is ultimately obligated to pay. MetroNet shall ensure that no lien is attached to any asset of the City as a result of such contest. In the event of a successful contest, MetroNet shall be entitled to the benefit of any refund or recovery of amount that it had previously paid resulting from such contest.

3.9 MetroNet shall keep City's facilities and the Licensed Conduit free from all liens, including but not limited to mechanics liens, and encumbrances by reason of the use of the Licensed Conduit by MetroNet. If MetroNet fails to pay taxes, assessments, or other fees, and such failure results in the imposition of any lien or encumbrance upon the Licensed Conduit or any assessment directly against the City, the City shall have the right to pay same and charge the amount thereof to MetroNet who shall pay same immediately upon demand.

ARTICLE 4
CONFIDENTIALITY

4.1 If either party provides confidential information to the other in writing and is identified as such, the receiving party shall protect the confidential information from disclosure to third parties with the same degree of care afforded its own confidential and proprietary information. Neither party shall, however, be required to hold confidential any information which becomes publicly available other than through the recipient, which is required to be disclosed by a governmental or judicial order, by statute, is independently developed by the receiving part or which becomes available to the receiving party without known restrictions from a third party.

4.2 Notwithstanding the foregoing, MetroNet acknowledges and understands that City is subject to the laws of the State of Florida regarding the disclosure of public records and is required to disclose either this Agreement and/or any information contained herein and/or information received by City as a result of the operation of this Agreement unless a specific statutory exemption or confidentiality exists for such record, and City shall not be liable to MetroNet for any damages resulting from such disclosure. Unless prohibited by law, City shall notify MetroNet at least ten (10) business days in advance of such disclosure.

ARTICLE 5
MISCELLANEOUS

5.1 MetroNet shall not assign, transfer or sublet any of the privileges described in this Agreement without the prior written consent of the City. For purposes of this Article, transactions between MetroNet and any of its subsidiary companies (companies in which MetroNet has a controlling interest), or parent companies (companies which have or acquire a controlling interest in MetroNet), shall not be considered an assignment, transfer or a sublet.

5.2 The Parties acknowledge and agree that this Agreement does not create a partnership between, or a joint venture of, City and MetroNet.

5.3 No delay or omission by either party to exercise any right or power occurring upon non-compliance or failure of performance by the other party shall impair that right or power or be construed to be a waiver thereof. A waiver by either party of any of the covenants, conditions or agreements to be performed by the other party shall not be construed to be a general waiver of any

such covenants, conditions or agreements, but the same shall be and remain at all times in full force and effect.

5.4 This Agreement is an integration of the entire understanding of the Parties with respect to the matters set forth herein. The Parties shall only amend this Agreement in writing with the proper official signatures attached thereto.

5.5 MetroNet agrees to observe, comply with, and execute promptly at its expense all laws, rules, requirements, orders, directives, codes, ordinances and regulations of governmental authorities and agencies and of insurance carriers which relate to its use of the Licensed Conduit.

5.6 This Agreement shall be deemed to be a use agreement in the nature of a license and shall not be deemed to be a lease or conveyance of any real property rights nor shall this Agreement constitute an agreement for the use of real property that would subject the parties to the provisions of any statute regarding landlord and tenant rights.

5.7 MetroNet agrees and shall not obtain any prescriptive rights, easements, or other legal or equitable interest in the City Conduit or Licensed Conduit by reason of the execution of this Agreement, or by compliance with the terms thereof by MetroNet. Ownership of the City Conduit and Licensed Conduit shall at all times remain with the City of Flagler Beach, and MetroNet shall not do anything inconsistent with such ownership, except as may be permitted by the Agreement.

5.8 The granting of this license does not vest in MetroNet any interest in the City Conduit or Licensed Conduit which may be mortgaged, encumbered, or liened, and no action of MetroNet shall cause or create any interests in real estate or any encumbrance upon any such real property.

5.9 The laws of the State of Florida shall govern this Agreement, and any action brought by either party shall lie in Flagler County, Florida.

ARTICLE 6
INDEMNITY AND INSURANCE

6.1 The Parties shall be liable for their own acts of negligence, or their respective agents' acts of negligence when acting within the scope of their employment, in the performance of this agreement; provided, however, that the City's liability is subject to the monetary limitations and defenses included in Section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by the City, nor shall anything herein be construed as consent by the City to be sued by any third party for any cause or matter arising out of or related to this Agreement. The provision shall survive the termination of this Agreement.

6.2 MetroNet shall, at its own cost and expense, acquire and maintain (and cause contractors and subcontractors, if applicable, to acquire and maintain) during the term of this Agreement, sufficient insurance, or self-insurance, to adequately protect the respective interest of the Parties. Specifically, MetroNet must carry the following minimum types and amounts on an occurrence basis or in the case of coverage that cannot be obtained on an occurrence basis, then coverage can

be obtained on a claims-made basis with a minimum three (3) year tail following the termination or expiration of this Agreement:

Commercial General Liability Insurance in the amount of $1,000,000 per occurrence and 1,000,000 general aggregate. The City shall be listed as an additional named insured.

Statutory Workers' Compensation Insurance and Employer's Liability Insurance in the minimum amount of $100,000 each employee each accident, $100,000 each employee by disease, and $500,000 aggregate by disease with benefits afforded under the laws of the State of Florida. Coverage must be applicable to employees, contractors, and subcontractors, if any.

The above insurance limits may be achieved by a combination of primary and umbrella/excess liability policies.

MetroNet shall provide written notice of any cancellation, non-renewal, termination, material change or reduction in coverage. The stipulated limits of coverage above shall not be construed as a limitation of any potential liability to the City, and failure to request evidence of this insurance shall not be construed as a waiver of MetroNet's obligation to provide the insurance coverage specified.

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

METRONET

By: Jim Coffey
Jim Coffey (Jun 24, 2026 17:44:47 EDT)

Name: Jim Coffey

Title: Vice President of Outside Plant

Date: _____

CITY OF FLAGLER BEACH, FLORIDA

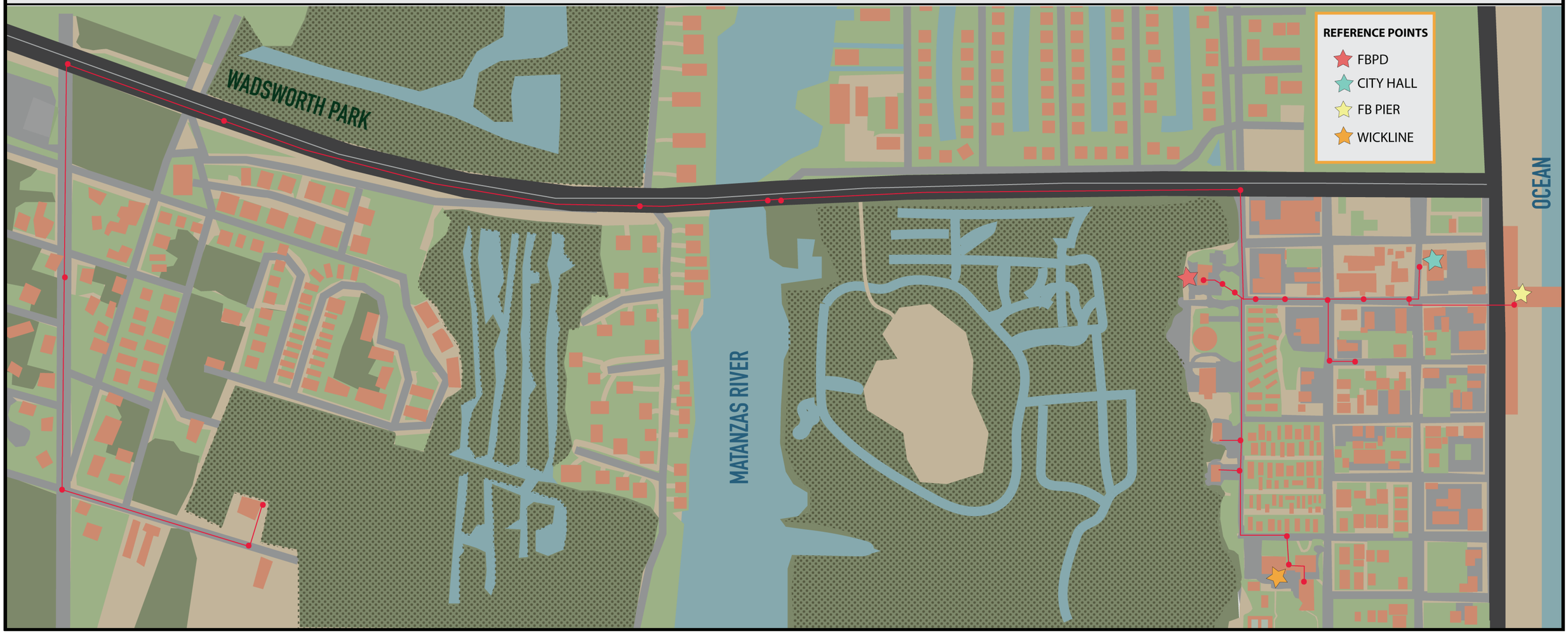
By: _____
Patti King, Mayor

Date: _____

ATTEST:

_____
Penny Overstreet, City Clerk

Map of proposed Flagler Beach fiber loop project - 2021



FLORIDA DEPARTMENT OF TRANSPORTATION

UTILITY PERMIT

December 14, 2016

PERMIT NO: 2022-H-591-00318

STATE ROAD INFORMATION

County:	Section:	State Road No:	Beginning Mile Post:	Ending Mile Post:
Flagler	73020000	SR 100	8.191	8.191

APPLICANT INFORMATION

The Utility Agency Owner (UAO) shall be identified in this Applicant Information Box. When the UAO is a City or County and desires to have the Utility Builder make a joint permit applicant, as prescribed in Section 2.1(4) of the 2017 Utility Accommodation Manual (UAM), the Utility Builder shall also be identified in this Applicant Information Box. A Utility Builder alone cannot apply for a utility permit without the City or County adding them as a joint applicant.

Utility Agency/Owner (UAO)

Name: City of Flagler Beach
Contact Person: City of Flagler Beach
Address: 105 S. 2nd Street
City: Flagler Beach
State: Florida
Zip: 32136
Telephone: (386) 517-2000 ext. 233
Email: poverstreet@cityofflaglerbeach.com

Utility Builder (only applicable when the UAO is a City or County)

Name:
Contact Person:
Address:
City:
State:
Zip:
Telephone:
Email:

WORK DESCRIPTION

The Applicant(s) requests permission from the Florida Department of Transportation (FDOT) to construct, operate, and maintain the utilities as described below and as depicted in the incorporated documentation.

Replacing withdrawn Application # 2022-H-591-00295 - Directional Bore 2" duct and place handholes and fiber optic cable to connect Flagler Pier to City Fiber optic network.

Utility Work No:

Additional sheets are attached and are incorporated into this permit Yes ☐ No ☑

For FDEP certification, the FDOT agency report is attached in accordance with UAM Section 2.4.1 (13) Yes ☐ No ☑

TRAFFIC CONTROL (TCP)

☑ The TCP will comply with the following 600 series index(es) 602

☐ A TCP has been attached and incorporated into this permit application in compliance with UAM Section 2.4.2.

MOT Technician's contact information (may be supplied at the two (2) business day notification to FDOT):

Name: Telephone Email:

COMMENCEMENT OF WORK

The UAO and/or Utility Builder shall commence actual construction in good faith within sixty (60) calendar days after approval of the permit application. If the beginning date is more than sixty (60) calendar days from the date of approval, the UAO and/or Utility Builder must review the permit with the FDOT Approving Engineer listed to make sure no changes have occurred to the transportation facility that would affect the permit's continued approval. The UAO and/or Utility Builder shall make good faith efforts to expedite the work and complete the work within the calendar days indicated.

Anticipated Start Date: 12/1/2022

Calendar days needed to completed: 90

Florida Department of Transportation

UTILITY PERMIT

PERMIT NO: 2022-H-591-00318

APPLICANT SIGNATURE

By the below signature(s) the UAO and/or Utility Builder agree(s) to construct, operate, and maintain the work as noted in the above Work Description, shown in plans and incorporated documents, in compliance with the UAM, all instructions noted in the FDOT Special Instructions Box, and special instructions incorporated into this permit. The UAO and/or Utility Builder declares, the location of all existing utilities that it owns or has an interest in, both aerial and underground, are accurately shown on the plans of the work areas. In accordance with UAM Section 2.8, the UAO and/or Utility Builder further declares that a letter of notification was delivered to the owners of other facilities within the work areas and that those listed below are the only facility owners known to be involved or potentially impacted by the proposed work.

Date Notified:	Name of other facility owners (attach additional sheets if necessary).
9/16/2022	AT&T
9/16/2022	City of Flagler Beach
9/16/2022	Department of Environmental Protection
10/11/2022	TECO GAS
10/14/2022	Army Corp (River Crossing)

Utility Agency/Owner	Utility Builder (when applicable)
Signature: PENNY OVERSTREET (digital signature) Date: 10/13/2022	Signature: _____ Date: _____
Name (printed): PENNY OVERSTREET	Name (printed): _____
Title: _____	Title: _____

FDOT PROJECT INFORMATION

Pursuant to UAM Section 2.1(10), the utility work is within FDOT projects listed below and must have a Utility Work Schedule for each project approved prior to commencement of work within the FDOT project limits:

There are NO FDOT constructions (proposed or underway).
This work is NOT related to an approved Utility Work Schedule.

FDOT SPECIAL INSTRUCTIONS

In accordance with UAM Section 2.7, FDOT incorporates the below and attached special instructions into this permit.

Additional FDOT Special Instructions are attached and incorporated into this permit. Yes ☐ No ☑

PERMIT APPROVAL

By signature below, FDOT gives permission to the UAO and /or Utility Builder to construct, operate, and maintain the utilities indicated in this Utility Permit in compliance with the UAM, all incorporated documents, and special instructions. Any changes to the approved work must be approved by the FDOT's Approving Engineer and attached and incorporated into this permit in accordance with UAM Section 2.11.

Approving Engineer: Scott Kirts (digital signature) Date: 11/7/2022

Name: Scott Kirts

Title: OPERATIONS PROGRAM ENGINEER

Notification of Utility Work to be provided to: Telephone (386) 740-3420 ext. _____ or Email: christopher.engels@dot.state.fl.us

An FDOT Representative is required to be present on the worksite prior to commencement of work. Yes ☑ No ☐

Rep. Name: Christopher Engels Telephone 3867403420 Email: christopher.engels@dot.state.fl.us

Florida Department of Transportation

UTILITY PERMIT

PERMIT NO: 2022-H-591-00318

CERTIFICATION

I, the undersigned UAO and/or Utility Builder, hereby CERTIFY that the utilities were constructed and inspected in compliance with the UAM all incorporated documents, and special instructions. Pursuant to UAM Section 2.11, all changes have been approved by the FDOT's Approving Engineer and incorporated into this permit along with all other material certifications, test results, bore logs, approved plans changes, as-built plans or other required documentation.

I also CERTIFY that work began on _____ and was completed on _____ and that the area was left in as good or better condition than when the work began.

Utility Agency/Owner	Utility Builder (when applicable)
Signature: _____ Date _____	Signature: _____ Date _____
Name (printed): _____	Name (printed): _____
Title: _____	Title: _____

FINAL INSPECTION OF WORK

☐ The work was inspected and found to be in non-compliance as noted below:

☐ All issues of non-compliance listed above have been brought into compliance and/or FDOT has no outstanding issues that need to be addressed by the UAO and/or Utility Builder. However, this final inspection does not release the UAO and/or Utility Builder of their continuing responsibilities pursuant to Rule 14-46.001, the UAM, all incorporated documents, and special instructions.

FDOT Inspector: _____ Date: _____

Name: _____

Title: _____

PERMIT NO.: 2022-H-591-00318

STATE ROAD INFORMATION:

Flagler SR 100, Section: 73020000, Begin MP: 8.191, End MP: 8.191, Flagler SR 100, Section: 73020001, Begin MP: 0.045, End MP: 0.045, Flagler SR 100, Section: 73020003, Begin MP: 0.477, End MP: 0.477

NAME OF OTHER FACILITY OWNERS / DATE NOTIFIED:

FDOT PROJECT INFORMATION:

There are NO FDOT constructions (proposed or underway).
This work is NOT related to an approved Utility Work Schedule.

THE WORK WAS INSPECTED AND FOUND TO BE IN NON-COMPLIANCE AS NOTED BELOW:

continuation page

2022-09-12 C:\USERS\DHOWICK\ONEDRIVE - DANELLA COMPANIES, INC\DECC\JOBS\FLAGLER BEACH\AA22018037 2022 NTP & UPDATED NOTES\FLAGLER COUNTY CONNECTIONS.DWG DHOWICK

CITY OF FLAGLER BEACH, FLAGLER COUNTY

FIBER OPTIC NETWORK CONNECTIONS

OUTSIDE PLANT CONSTRUCTION

ISSUE DATE: November 2, 2022
PERMITTING SET

LOCATION MAP	MAPSCO PAGE #	GIS GRID#	N.T.S.

****NOTE****
UTILITY & R.O.W. REPRESENTED ON PLANS ARE BASED ON RECORDS INFORMATION. NOT BASED ON BOUNDARY SURVEY & FIELD EXPOSURES.

CAUTION!!!
CONTRACTOR TO LOCATE & VERIFY ALL EXISTING UTLITIES PRIOR TO CONSTRUCTION

CAUTION!!!
EXIST. BURIED FIBER, TELEPHONE, CATV, GAS, ELECTRIC, WATER, SANITARY SEWER & STORM SEWER FACILITIES IN CONSTRUCTION ARE AND HAVE NOT BEEN FIELD LOCATED, CONTRACTOR TO VERIFY EXACT LOCATION AND DEPTH PRIOR TO ANY DIGGING AND/OR BORING.

811 Know what's below. Call before you dig.

PROJECT:
FLAGLER BEACH, FLORIDA

CLARIFICATION NO.	QUANTITY

CITY OF FLAGLER BEACH
OUTSIDE PLANT CONSTRUCTION
FOR FIBER OPTIC CONNECTIVITY

FLAGLER COUNTY, FLORIDA

DANELLA

DATE:
ENGINEER: D.HOWICK
DRAWN BY: D. HOWICK

REVISIONS

DATE	DESCRIPTION	INITIAL

SCALE
HORIZONTAL:
VERTICAL:
MP: TO MP:
SHEET: COVER
FILE: Flagler County connections

NOTE:

1. This Index applies to Two-Lane, Two-Way and Multilane Roadways, including Medians of divided roadways, with work on the shoulder.

2. L = Taper Length
   X = Work Zone Sign Spacing
   B = Buffer Length
   See Index 102-600 for "L", "X", "B", and channelizing device spacing values.

3. Where work activities are between 2' and 15' from the edge of traveled way, the Engineer may omit signs and channelizing devices for work operations 60 minutes or less.

4. When four or more work vehicles enter the through traffic lanes in a one hour period (excluding establishing and terminating the work area), use a flagger or lane closure to accommodate work vehicle ingress and egress.

5. For work less than 2' from the traveled way and work zone speed is greater than 45 MPH, use a lane closure.

6. The "Speeding Fines Doubled When Workers Present" signs (MOT-13-06) and "End Road Work" Signs (G20-2) along with the associated work zone sign spacing distances may be omitted when the work operation is in place for 24 hours or less.

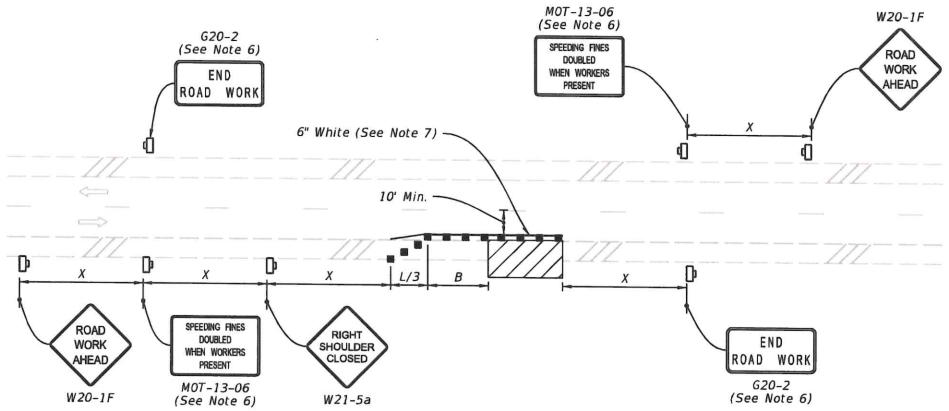
7. Temporary pavement markings may be omitted when the work operation is in place for 3 days or less.

8. Omit "Shoulder Closed" signs (W21-5a) along with associated work zone sign spacing distances for work on the median.

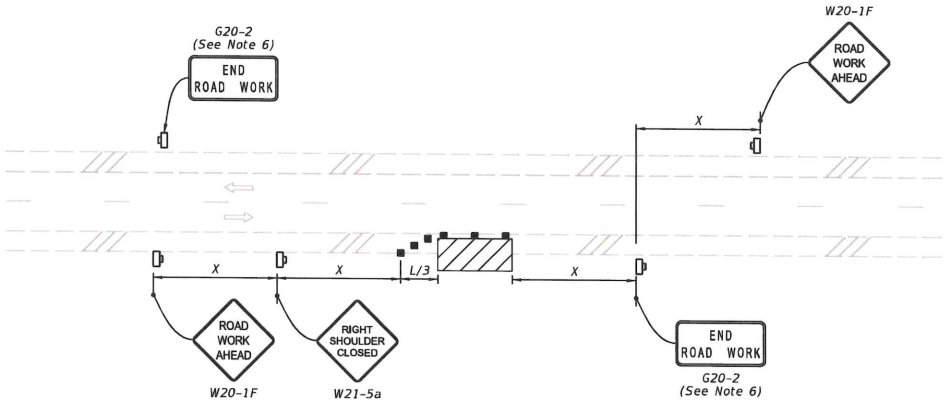
9. When there is no paved shoulder, the "Worker" sign (W21-1) may be used instead of the "Shoulder Closed" sign (W21-5a).

SYMBOLS:

- Work Area
- Channelizing Device (See Index 102-600)
- Work Zone Sign
- Lane Identification and Direction of Traffic



TWO-LANE ROADWAY
SHOULDER WORK LESS THAN 2' FROM THE TRAVELED WAY
WITH WORK ZONE SPEED OF 45 MPH OR LESS

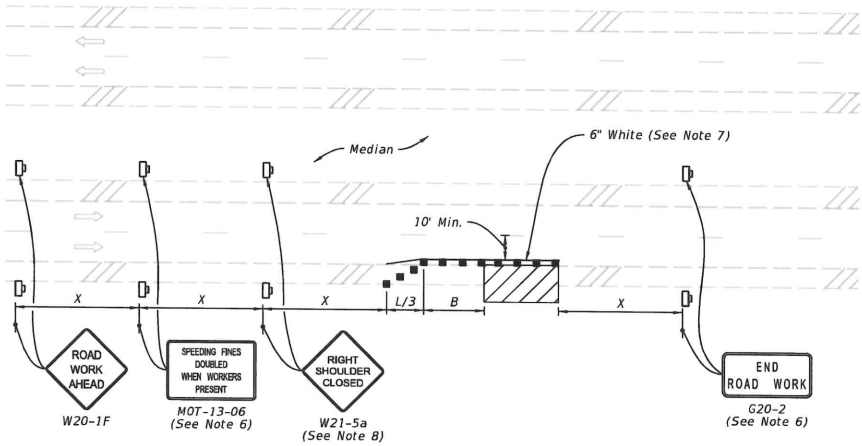


TWO-LANE ROADWAY
SHOULDER WORK BETWEEN 2' AND 15' FROM THE TRAVELED WAY

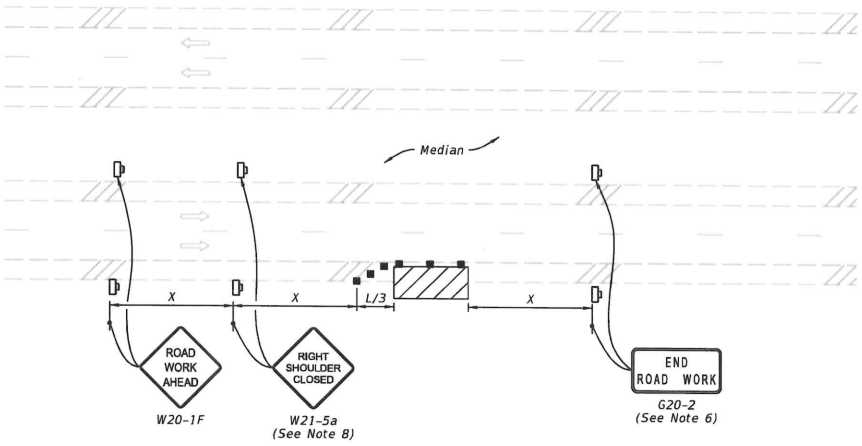
Approved
2022-11-691-00314
Digitally Signed
11/01/21

9/23/2021 2:40:48 PM

LAST REVISION 11/01/21	REVISION	DESCRIPTION:	FDOT FY 2022-23 STANDARD PLANS	TWO-LANE AND MULTILANE, WORK ON SHOULDER	INDEX 102-602	SHEET 1 of 2



MULTILANE ROADWAY
SHOULDER WORK LESS THAN 2' FROM THE TRAVELED WAY
WITH WORK ZONE SPEED OF 45 MPH OR LESS



MULTILANE ROADWAY
SHOULDER WORK BETWEEN 2' AND 15' FROM THE TRAVELED WAY

SYMBOLS:

- Work Area
- Channelizing Device (See Index 102-600)
- Work Zone Sign
- Lane Identification and Direction of Traffic

9/23/2021 2:40:49 PM

LAST REVISION	REVISION	DESCRIPTION:	FDOT	FY 2022-23 STANDARD PLANS	TWO-LANE AND MULTILANE, WORK ON SHOULDER	INDEX	SHEET
11/01/20						102-602	2 of 2

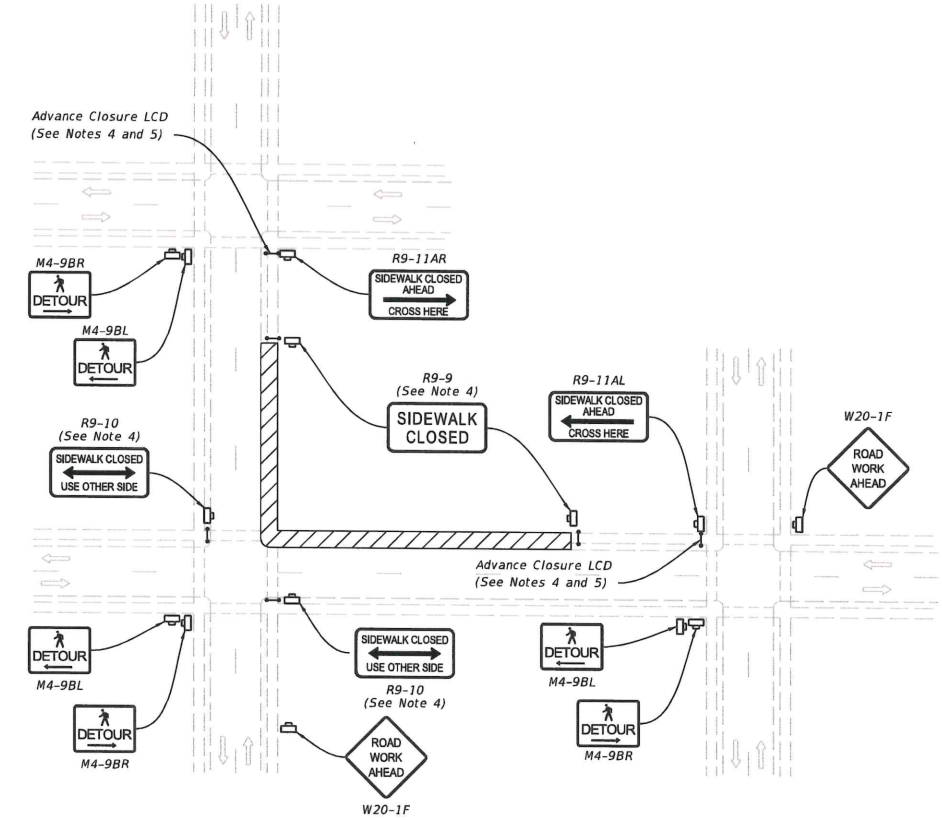
Approved
2022-H-591-00218
Signature
9/23/2021

NOTES:

1. Cover or deactivate pedestrian traffic signal display(s) controlling closed crosswalks.
2. Place pedestrian LCDs across the full width of the closed sidewalk.
3. For post mounted signs located near or adjacent to a sidewalk, maintain a minimum 7' clearance from the bottom of the sign panel to the surface of the sidewalk.
4. "Sidewalk Closed" signs (R9-XX) may be mounted on pedestrian LCDs in accordance with the manufacturer's instructions.
5. Omit the Advance Closure LCD if it blocks access to other pedestrian facilities (e,g,, transit stops, residences, or business entrances).

SYMBOLS:

- Work Area
- Work Zone Sign
- Pedestrian Longitudinal Channelizing Device (LCD)
- Lane Identification and Direction of Traffic



PEDESTRIAN DETOUR

9/21/2021 12:26:54 PM

LAST REVISION	REVISION	DESCRIPTION:	FDOT	FY 2022-23 STANDARD PLANS	SIDEWALK CLOSURE	INDEX	SHEET
11/01/20						102-660	1 of 2

Approved
2022-H-591-003618

NOTES:

1. L = Taper Length
   B = Buffer Length
   X = Work Zone Sign Distance
   See Index 102-600 for "L", "B", "X", channelizing device spacing values.

2. Provide a 5' wide temporary pedestrian way with a maximum cross-slope of 0.02, except where space restrictions warrant a minimum width of 4'. Provide a 5' x 5' passing space for temporary pedestrian ways less than 5' in width at intervals not to exceed 200'.

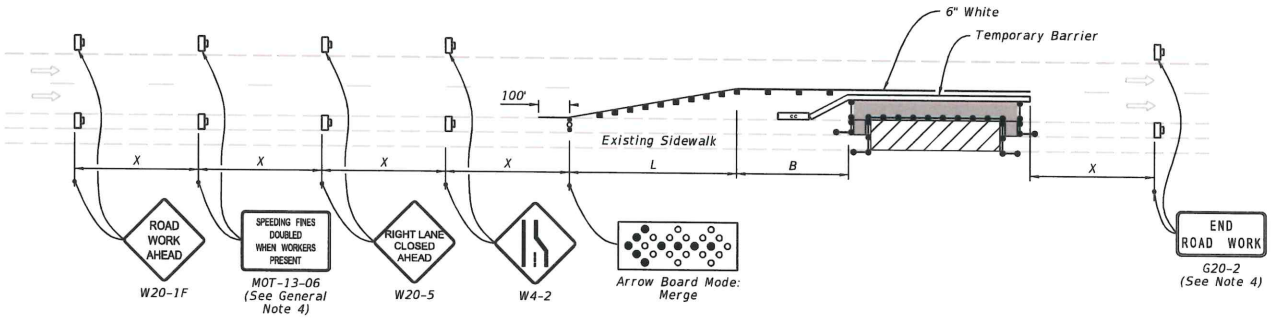
3. When temporary pedestrian ways require curb ramps, meet the requirements of Index 522-002. Detectable warnings are not required for curb ramps diverting pedestrian traffic into a closed lane.

4. The "Speeding Fines Doubled When Workers Present" signs (MOT-13-06) and "End Road Work" signs (G20-2), along with associated work zone sign distances, may be omitted when the work operation will be in place for 24 hours or less.

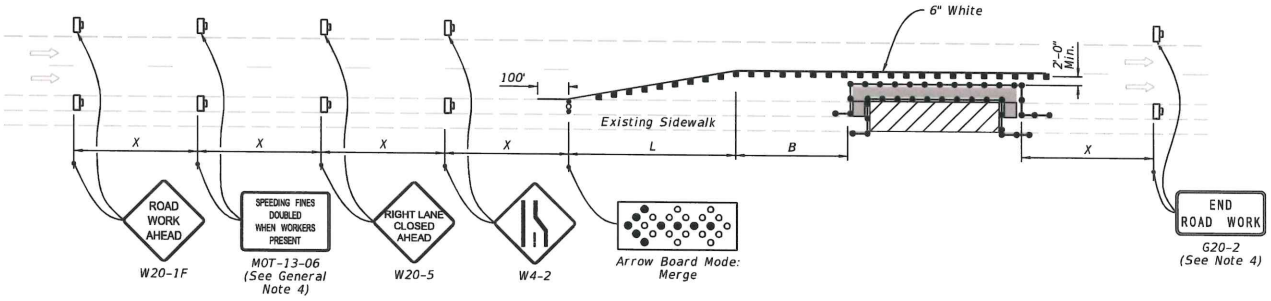
5. Pedestrian Diversion Option 2 may only be used when called for in the Plans or as approved by an Engineer.

SYMBOLS:

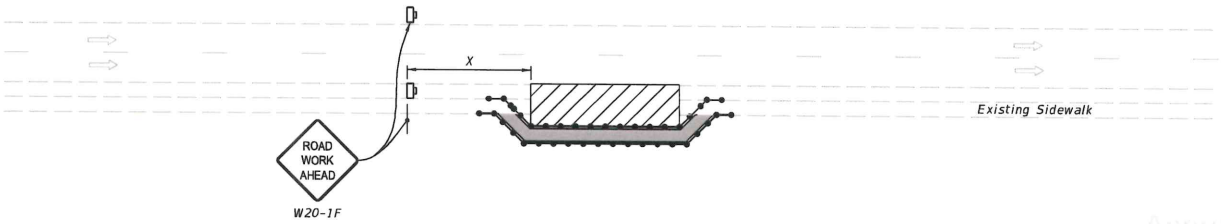
- Work Area
- Temporary Pedestrian Way
- Channelizing Device (See Index 102-600)
- Pedestrian Longitudinal Channelizing Device (LCD)
- Work Zone Sign
- Arrow Board
- Crash Cushion
- Lane Identification and Direction of Traffic



PEDESTRIAN DIVERSION - OPTION 1
(Temporary Barrier Shown, Low Profile Barrier Similar)



PEDESTRIAN DIVERSION - OPTION 2
(Work Zone Speed 35 mph or Less)



PEDESTRIAN SPECIAL DETOUR

Approved
2022-11-881-00-SIA
Signature
Date

LAST REVISION	REVISION	DESCRIPTION:	FDOT	FY 2022-23 STANDARD PLANS	SIDEWALK CLOSURE	INDEX	SHEET
11/01/21						102-660	2 of 2

9/21/2021 12:26:55 PM

FLORIDA DEPARTMENT OF TRANSPORTATION

UTILITY PERMIT

December 14, 2016

PERMIT NO: 2022-H-591-00307

STATE ROAD INFORMATION

County:	Section:	State Road No:	Beginning Mile Post:	Ending Mile Post:
Flagler	73030000	SR A1A	3.972	3.972

APPLICANT INFORMATION

The Utility Agency Owner (UAO) shall be identified in this Applicant Information Box. When the UAO is a City or County and desires to have the Utility Builder make a joint permit applicant, as prescribed in Section 2.1(4) of the 2017 Utility Accommodation Manual (UAM), the Utility Builder shall also be identified in this Applicant Information Box. A Utility Builder alone cannot apply for a utility permit without the City or County adding them as a joint applicant.

Utility Agency/Owner (UAO)

Name: City of Flagler Beach
Contact Person: City of Flagler Beach
Address: 105 S. 2nd Street
City: Flagler Beach
State: Florida
Zip: 32136
Telephone: (386) 517-2000 ext. 233
Email: poverstreet@cityofflaglerbeach.com

Utility Builder (only applicable when the UAO is a City or County)

Name:
Contact Person:
Address:
City:
State:
Zip:
Telephone:
Email:

WORK DESCRIPTION

The Applicant(s) requests permission from the Florida Department of Transportation (FDOT) to construct, operate, and maintain the utilities as described below and as depicted in the incorporated documentation.

Directional Bore (1) 2" HDPE SDR 11 crossing SR A1A duct and install fiber optic cable to connect Flagler Pier to the City network

Utility Work No:

Additional sheets are attached and are incorporated into this permit Yes ☐ No ☑

For FDEP certification, the FDOT agency report is attached in accordance with UAM Section 2.4.1 (13) Yes ☐ No ☑

TRAFFIC CONTROL (TCP)

☑ The TCP will comply with the following 600 series index(es) 602

☐ A TCP has been attached and incorporated into this permit application in compliance with UAM Section 2.4.2.

MOT Technician's contact information (may be supplied at the two (2) business day notification to FDOT):

Name: _____ Telephone _____ Email: _____

COMMENCEMENT OF WORK

The UAO and/or Utility Builder shall commence actual construction in good faith within sixty (60) calendar days after approval of the permit application. If the beginning date is more than sixty (60) calendar days from the date of approval, the UAO and/or Utility Builder must review the permit with the FDOT Approving Engineer listed to make sure no changes have occurred to the transportation facility that would affect the permit's continued approval. The UAO and/or Utility Builder shall make good faith efforts to expedite the work and complete the work within the calendar days indicated.

Anticipated Start Date: 11/1/2022

Calendar days needed to completed: 90

Approved
2022-H-591-00307
Scott Kirts
10/18/2022

Florida Department of Transportation

UTILITY PERMIT

PERMIT NO: 2022-H-591-00307

CERTIFICATION

I, the undersigned UAO and/or Utility Builder, hereby CERTIFY that the utilities were constructed and inspected in compliance with the UAM all incorporated documents, and special instructions. Pursuant to UAM Section 2.11, all changes have been approved by the FDOT's Approving Engineer and incorporated into this permit along with all other material certifications, test results, bore logs, approved plans changes, as-built plans or other required documentation.

I also CERTIFY that work began on _____ and was completed on _____ and that the area was left in as good or better condition than when the work began.

Utility Agency/Owner	Utility Builder (when applicable)
Signature: _____ Date _____	Signature: _____ Date _____
Name (printed): _____	Name (printed): _____
Title: _____	Title: _____

FINAL INSPECTION OF WORK

☐ The work was inspected and found to be in non-compliance as noted below:

☐ All issues of non-compliance listed above have been brought into compliance and/or FDOT has no outstanding issues that need to be addressed by the UAO and/or Utility Builder. However, this final inspection does not release the UAO and/or Utility Builder of their continuing responsibilities pursuant to Rule 14-46.001, the UAM, all incorporated documents, and special instructions.

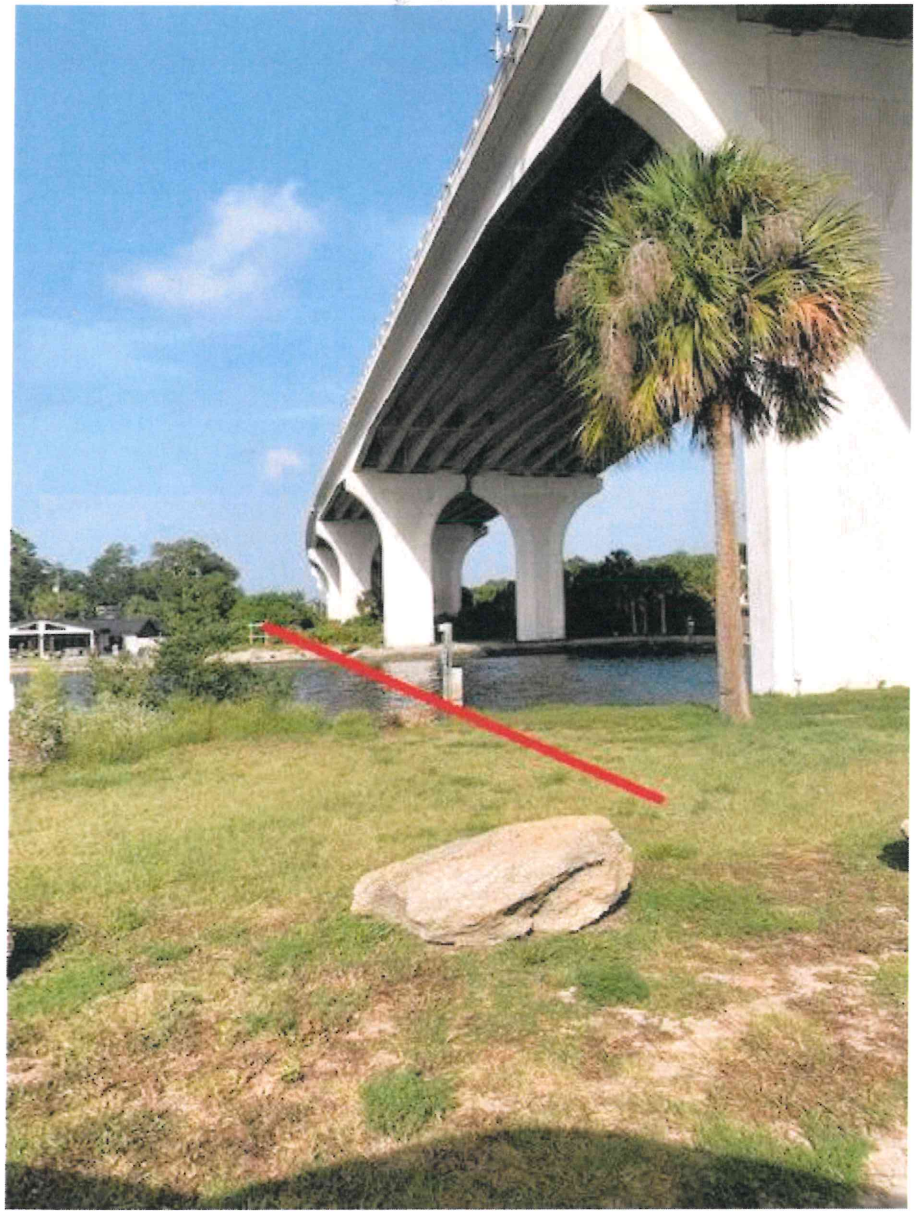
FDOT Inspector: _____ Date: _____

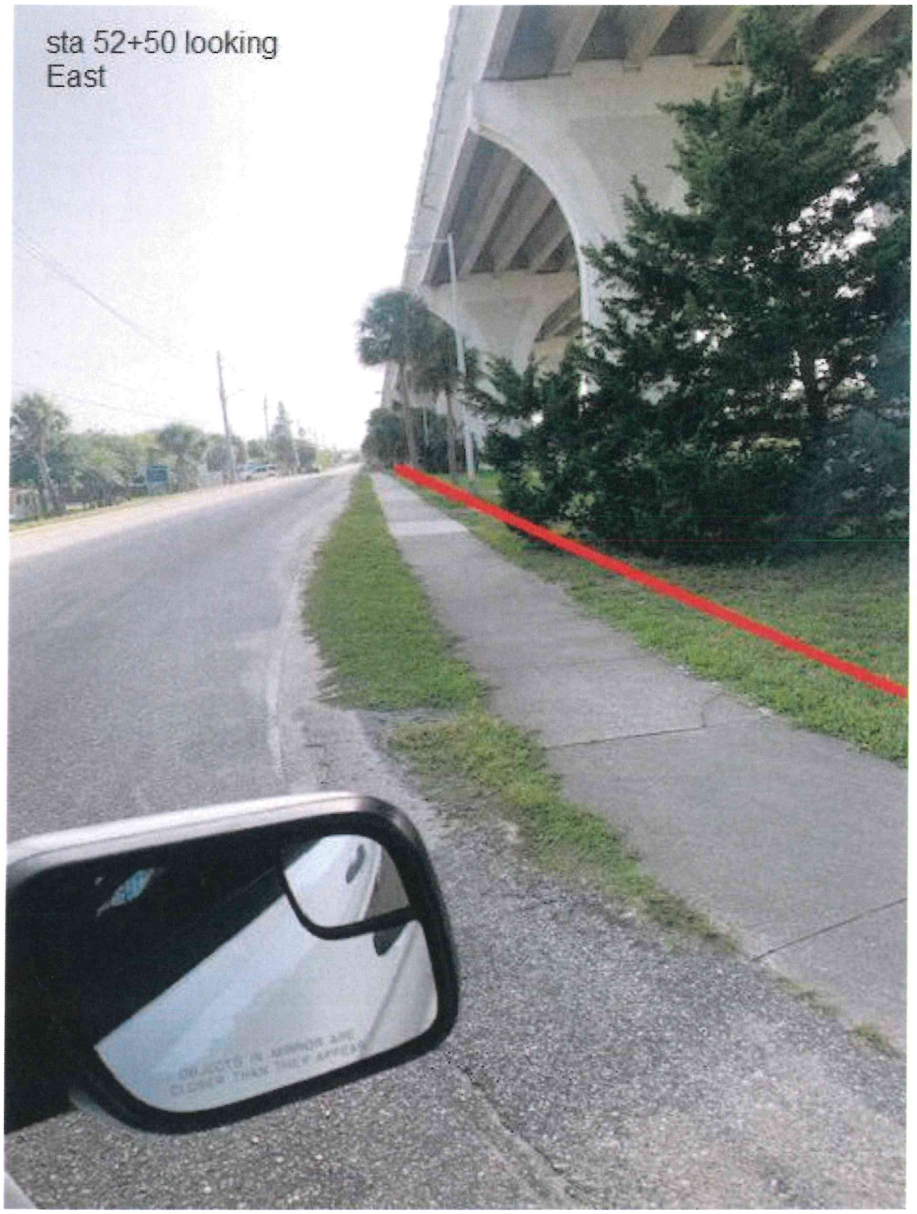
Name: _____

Title: _____

Approved
2022-H-591-00307
Scott Kirts
10/18/2022

Approved
2022-H-591-00307
Scott Kirts
10/18/2022

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East

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CITY OF FLAGLER BEACH, FLAGLER COUNTY

FIBER OPTIC NETWORK CONNECTIONS

OUTSIDE PLANT CONSTRUCTION

MAY 2024
ASBUILTS

LOCATION MAP	MAPSCO PAGE #	GIS GRID#	N.T.S.

****NOTE****
UTILITY & R.O.W. REPRESENTED ON PLANS ARE BASED ON RECORDS INFORMATION. NOT BASED ON BOUNDARY SURVEY & FIELD EXPOSURES.

CAUTION!!!
CONTRACTOR TO LOCATE & VERIFY ALL EXISTING UTLITIES PRIOR TO CONSTRUCTION

CAUTION!!!
EXIST. BURIED FIBER, TELEPHONE, CATV, GAS, ELECTRIC, WATER, SANITARY SEWER & STORM SEWER FACILITIES IN CONSTRUCTION ARE AND HAVE NOT BEEN FIELD LOCATED, CONTRACTOR TO VERIFY EXACT LOCATION AND DEPTH PRIOR TO ANY DIGGING AND/OR BORING.

811 Know what's below. Call before you dig.

PROJECT:

FLAGLER BEACH, FLORIDA

CLARIFICATION NO.	QUANTITY

CITY OF FLAGLER BEACH
OUTSIDE PLANT CONSTRUCTION
FOR FIBER OPTIC CONNECTIVITY

FLAGLER COUNTY, FLORIDA

DANELLA

DATE:
ENGINEER: D.HOWICK
DRAWN BY: D. HOWICK

REVISIONS

DATE	DESCRIPTION	INITIAL

SCALE
HORIZONTAL:
VERTICAL:
MP:_____TO MP:_____
SHEET: COVER
FILE: Flagler County connections

2024-05-13 C:\USERS\DHOWICK\ONEDRIVE - DANELLA COMPANIES, INC\DECC\JOBS\FLAGLER BEACH\AA2201B037 2022 NTP & UPDATED NOTES\FLAGLER ASBUILT 5-13-24.DWG DHOWICK

FLAGLER BEACH, **FLAGLER COUNTY, FLORIDA**

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PROJECT:

FLAGLER BEACH, FLORIDA

CLARIFICATION NO.	QUANTITY

CITY OF FLAGLER BEACH
OUTSIDE PLANT CONSTRUCTION
FOR FIBER OPTIC CONNECTIVITY

FLAGLER COUNTY, FLORIDA

DANELLA

DATE: 9/2/2022
ENGINEER: D. HOWICK
DRAWN BY: D. HOWICK

REVISIONS

DATE	DESCRIPTION	INITIAL

SITE NAME:

SCALE
HORIZONTAL: 1"=50'
VERTICAL: 1"=50'
MP: TO MP:
SHEET: 1
FILE: Flagler asbuilt 5-13-24

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FLAGLER BEACH, **FLAGLER COUNTY, FLORIDA**

SEE SHEET #3

SEE SHEET #1

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PROJECT:

FLAGLER BEACH, FLORIDA

CLARIFICATION NO.	QUANTITY

CITY OF FLAGLER BEACH
OUTSIDE PLANT CONSTRUCTION
FOR FIBER OPTIC CONNECTIVITY

FLAGLER COUNTY, FLORIDA

DANELLA

DATE: 9/2/2022
ENGINEER: D. HOWICK
DRAWN BY: D. HOWICK

REVISIONS

DATE	DESCRIPTION	INITIAL

SITE NAME:

SCALE
HORIZONTAL: 1"=50'
VERTICAL: 1"=50'
MP: TO MP:
SHEET: 2
FILE: Flagler asbuilt 5-13-24

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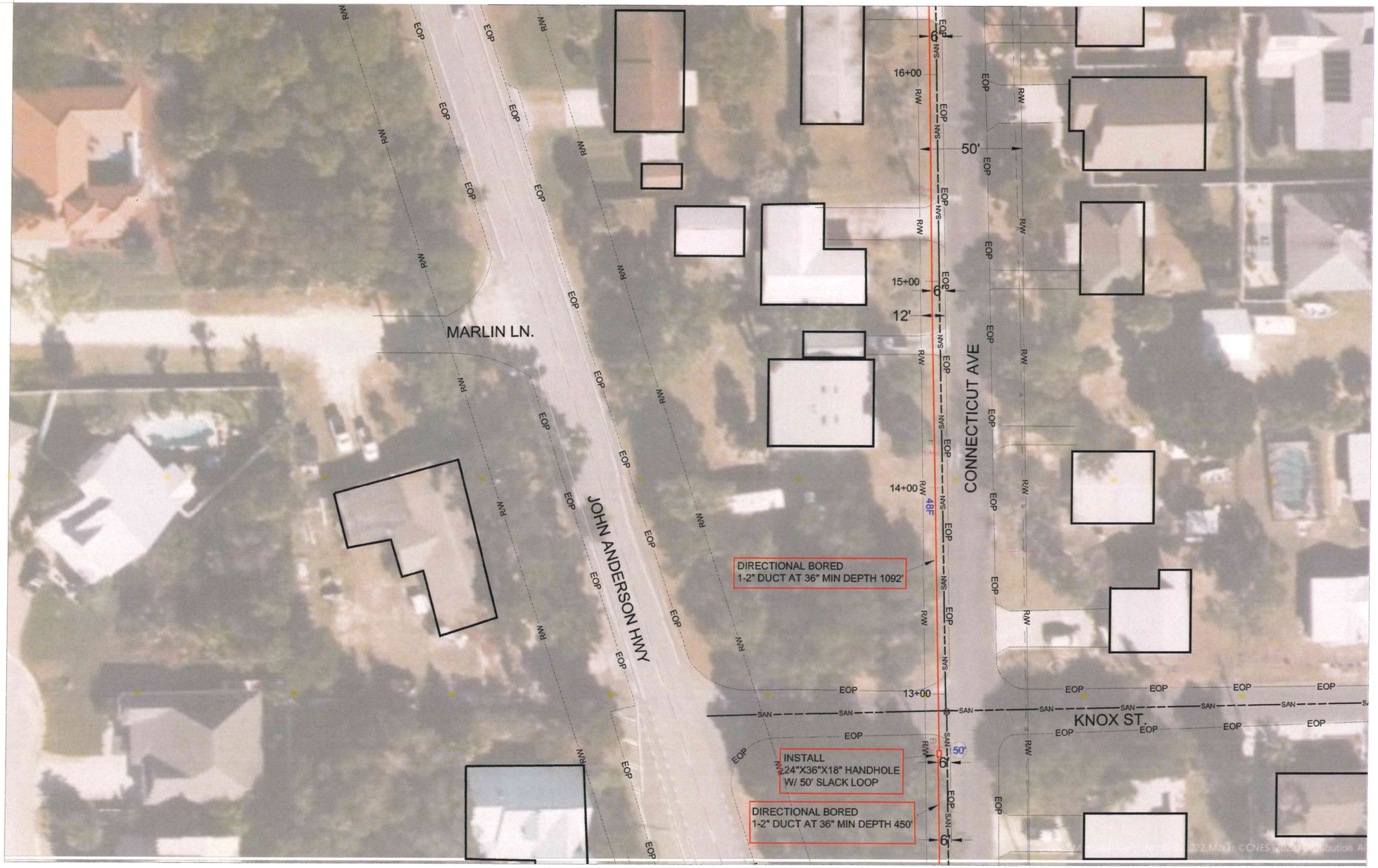
FLAGLER BEACH, **FLAGLER COUNTY, FLORIDA**

SEE SHEET #4



SEE SHEET #2

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FLAGLER BEACH, FLORIDA

CLARIFICATION NO.	QUANTITY

CITY OF FLAGLER BEACH
OUTSIDE PLANT CONSTRUCTION
FOR FIBER OPTIC CONNECTIVITY

FLAGLER COUNTY, FLORIDA

DANELLA

DATE: 9/2/2022
ENGINEER: D. HOWICK
DRAWN BY: D. HOWICK

REVISIONS

DATE	DESCRIPTION	INITIAL

SITE NAME:

SCALE
HORIZONTAL: 1"=50'
VERTICAL: 1"=50'
MP: TO MP:
SHEET: 3
FILE: Flagler asbuilt 5-13-24

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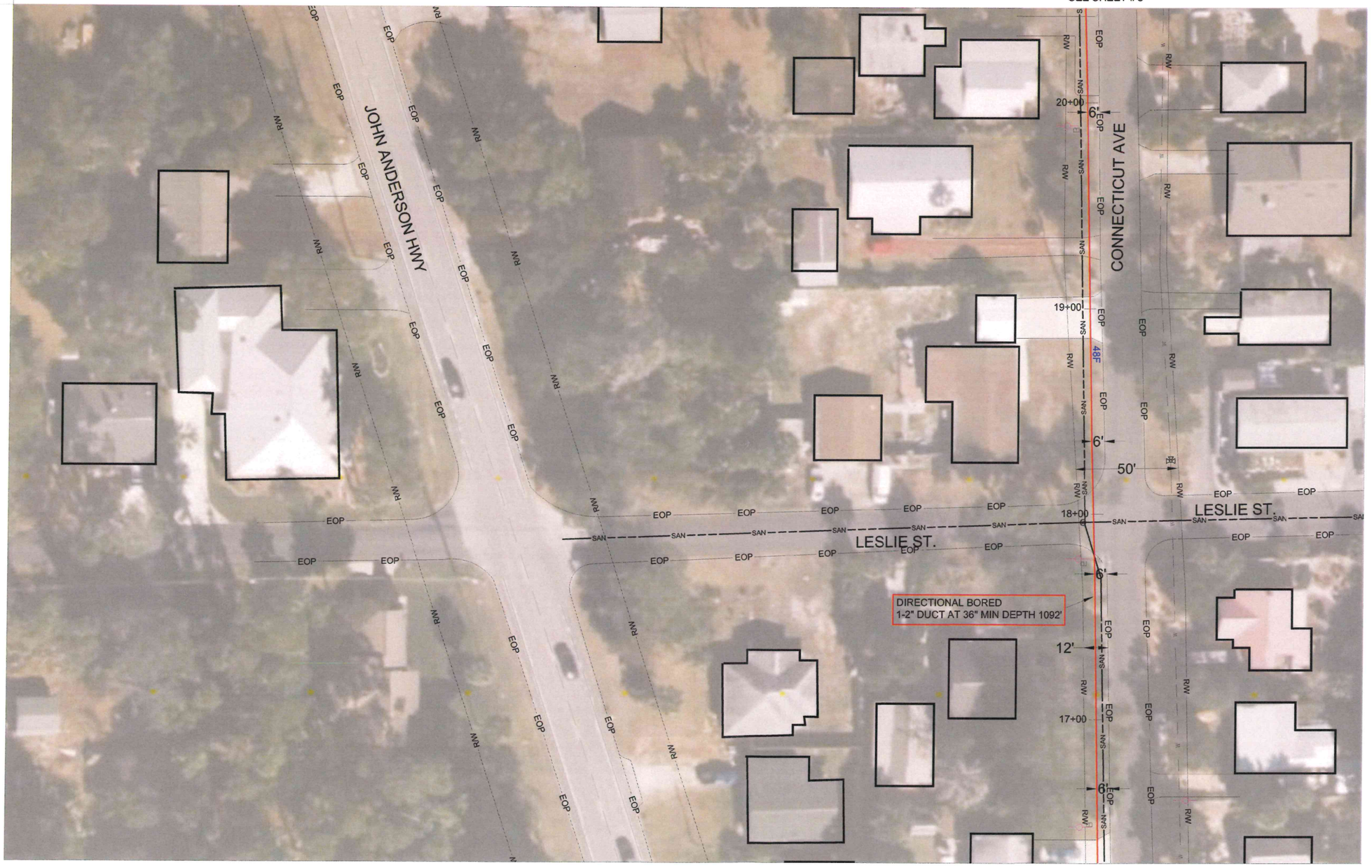
FLAGLER BEACH, **FLAGLER COUNTY, FLORIDA**



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CLARIFICATION NO.	QUANTITY

CITY OF FLAGLER BEACH
OUTSIDE PLANT CONSTRUCTION
FOR FIBER OPTIC CONNECTIVITY

FLAGLER COUNTY, FLORIDA

DANELLA

DATE: 9/2/2022
ENGINEER: D. HOWICK
DRAWN BY: D. HOWICK

REVISIONS

DATE	DESCRIPTION	INITIAL

SITE NAME:

SCALE
HORIZONTAL: 1"=50'
VERTICAL: 1"=50'
MP: TO MP:
SHEET: 4
FILE: Flagler asbuilt 5-13-24

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FLAGLER BEACH, **FLAGLER COUNTY, FLORIDA**

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FLAGLER BEACH, FLORIDA

CLARIFICATION NO.	QUANTITY

CITY OF FLAGLER BEACH
OUTSIDE PLANT CONSTRUCTION
FOR FIBER OPTIC CONNECTIVITY

FLAGLER COUNTY, FLORIDA

DANELLA

DATE: 9/2/2022
ENGINEER: D. HOWICK
DRAWN BY: D. HOWICK

REVISIONS

DATE	DESCRIPTION	INITIAL

SITE NAME:

SCALE
HORIZONTAL: 1"=50'
VERTICAL: 1"=50'
MP: TO MP:
SHEET: 5
FILE: Flagler asbuilt 5-13-24

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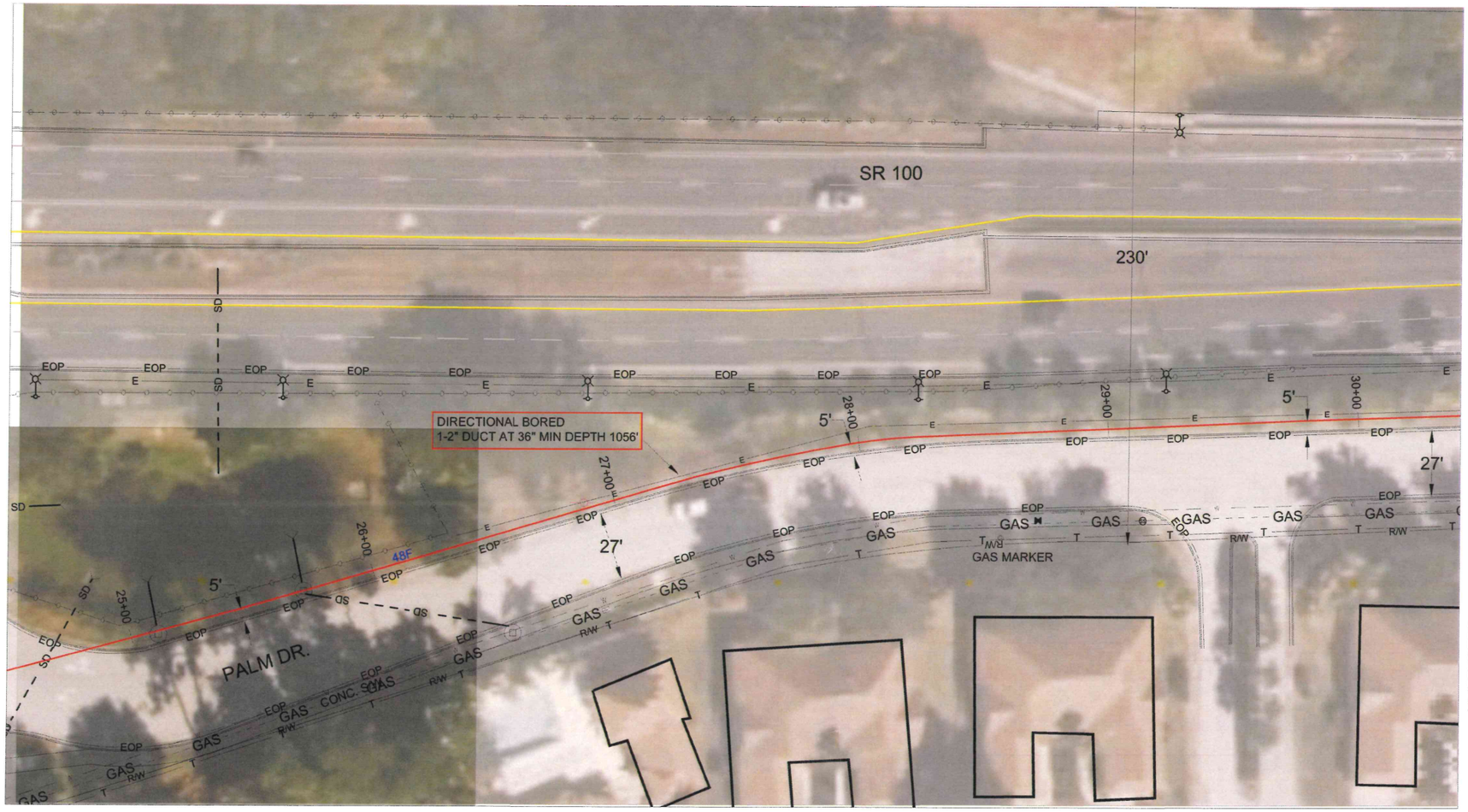
FLAGLER BEACH, **FLAGLER COUNTY, FLORIDA**



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FOR FIBER OPTIC CONNECTIVITY

FLAGLER COUNTY, FLORIDA

DANELLA

DATE: 9/2/2022
ENGINEER: D. HOWICK
DRAWN BY: D. HOWICK

REVISIONS

DATE	DESCRIPTION	INITIAL

SITE NAME:

SCALE

HORIZONTAL: 1"=50'
VERTICAL: 1"=50'
MP: TO MP:
SHEET: 6
FILE: Flagler asbuilt 5-13-24

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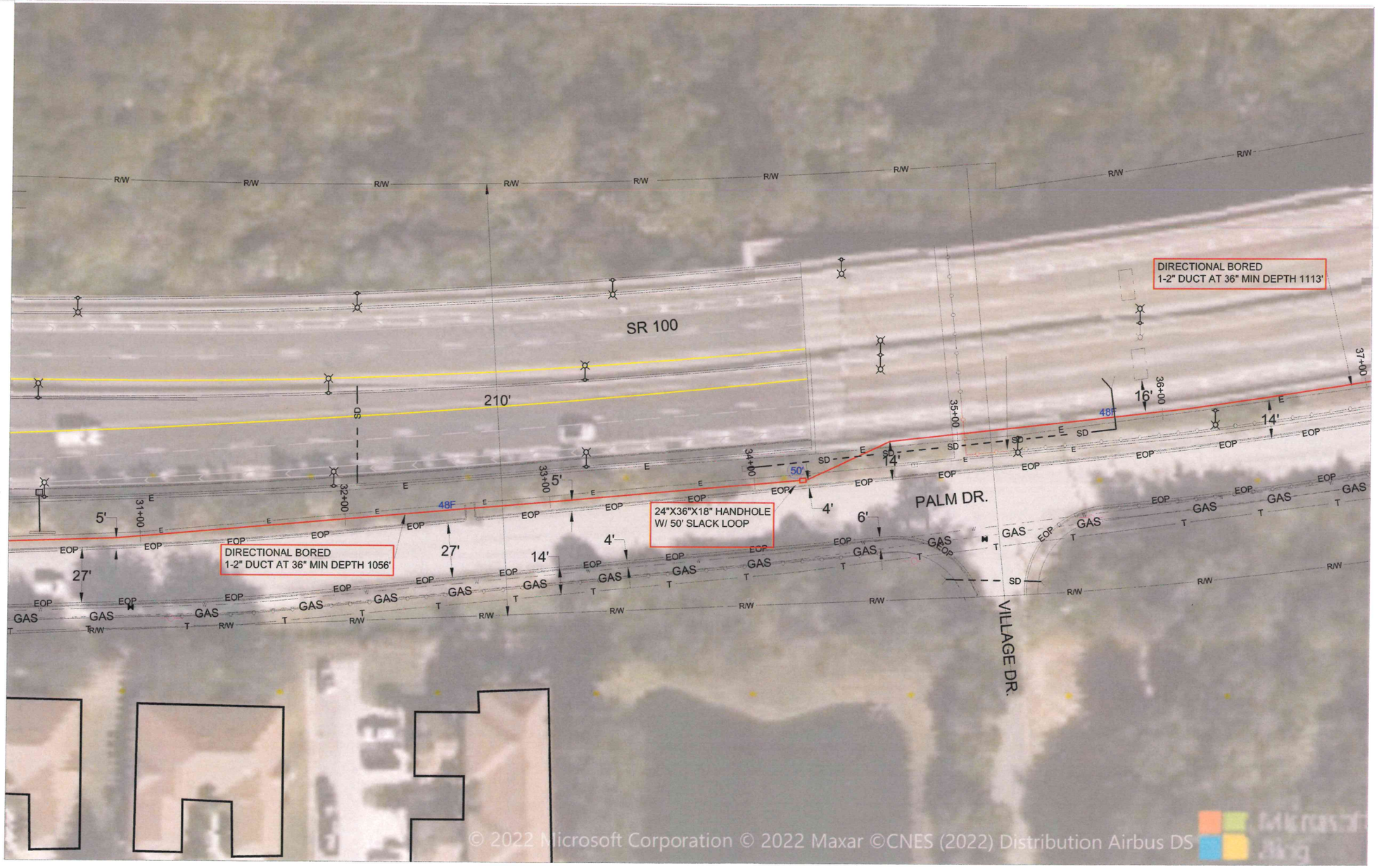
FLAGLER BEACH, **FLAGLER COUNTY, FLORIDA**



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OUTSIDE PLANT CONSTRUCTION
FOR FIBER OPTIC CONNECTIVITY

FLAGLER COUNTY, FLORIDA

DANELLA

DATE: 9/2/2022
ENGINEER: D. HOWICK
DRAWN BY: D. HOWICK

REVISIONS

DATE	DESCRIPTION	INITIAL

SITE NAME:

SCALE
HORIZONTAL: 1"=50'
VERTICAL: 1"=50'
MP: TO MP:
SHEET: 7
FILE: Flagler asbuilt 5-13-24

2024-05-13 C:\USERS\DHOWICK\ONEDRIVE - DANELLA COMPANIES, INC\DECC\JOBS\FLAGLER BEACH\AA2201B037 2022 NTP & UPDATED NOTES\FLAGLER ASBUILT 5-13-24.DWG DHOWICK

FLAGLER BEACH, **FLAGLER COUNTY, FLORIDA**

****NOTE****
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CAUTION!!!
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PROJECT:

FLAGLER BEACH, FLORIDA

CLARIFICATION NO.	QUANTITY

CITY OF FLAGLER BEACH
OUTSIDE PLANT CONSTRUCTION
FOR FIBER OPTIC CONNECTIVITY

FLAGLER COUNTY, FLORIDA

DANELLA

DATE: 9/2/2022
ENGINEER: D. HOWICK
DRAWN BY: D. HOWICK

REVISIONS

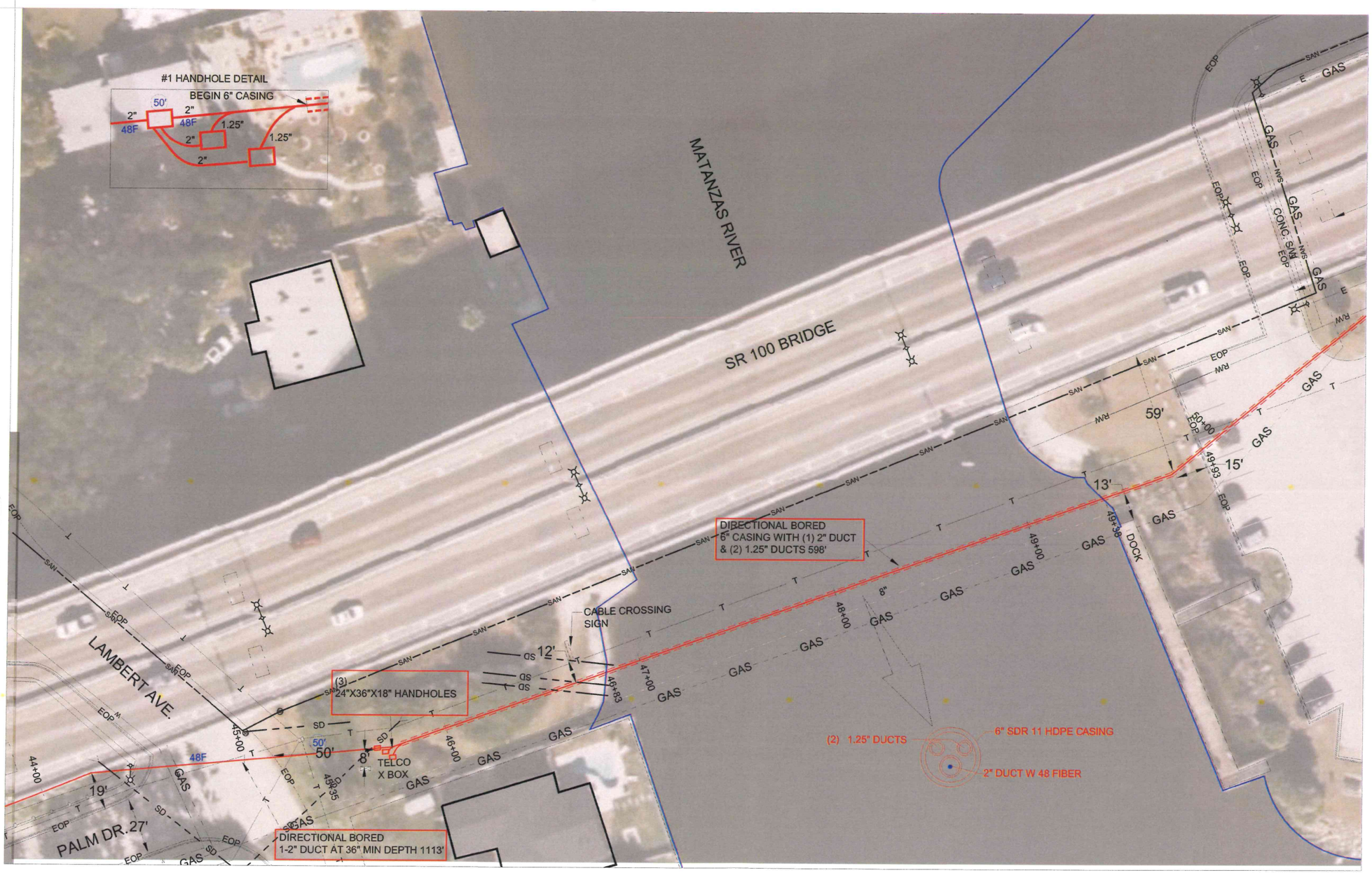
DATE	DESCRIPTION	INITIAL

SITE NAME:

SCALE
HORIZONTAL: 1"=50'
VERTICAL: 1"=50'
MP: TO MP:
SHEET: 8
FILE: Flagler asbuilt 5-13-24

2024-05-13 C:\USERS\DHOWICK\ONEDRIVE - DANELLA COMPANIES, INC\DECC\JOBS\FLAGLER BEACH\AA2201B037 2022 NTP & UPDATED NOTES\FLAGLER ASBUILT 5-13-24.DWG DHOWICK

FLAGLER BEACH, **FLAGLER COUNTY, FLORIDA**



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FILE: Flagler asbuilt 5-13-24

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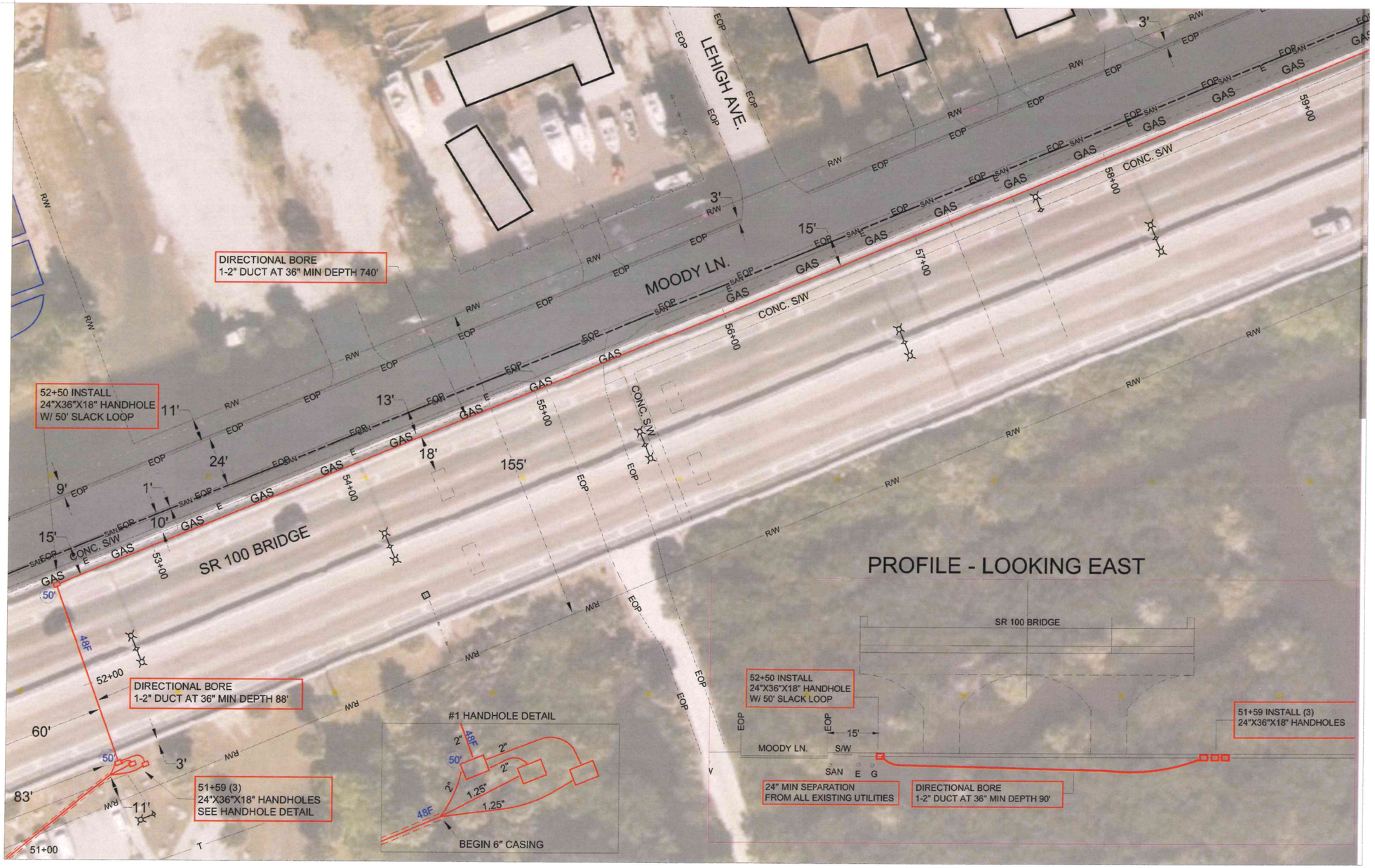

PROFILE - LOOKING EAST

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VERTICAL: 1"=50'
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SHEET: 10
FILE: Flagler asbuilt 5-13-24

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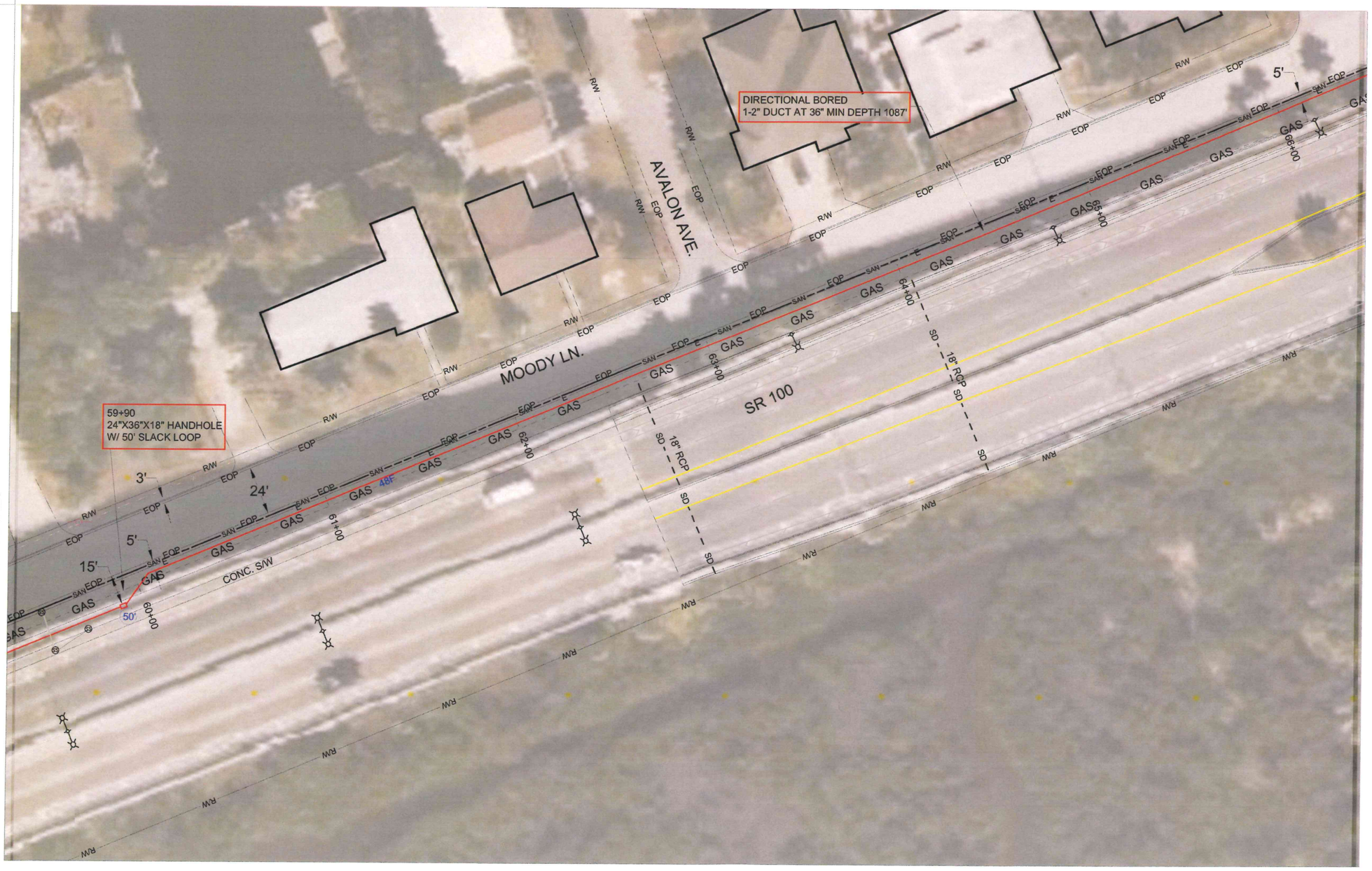

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SCALE
HORIZONTAL: 1"=50'
VERTICAL: 1"=50'
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SHEET: 11
FILE: Flagler asbuilt 5-13-24

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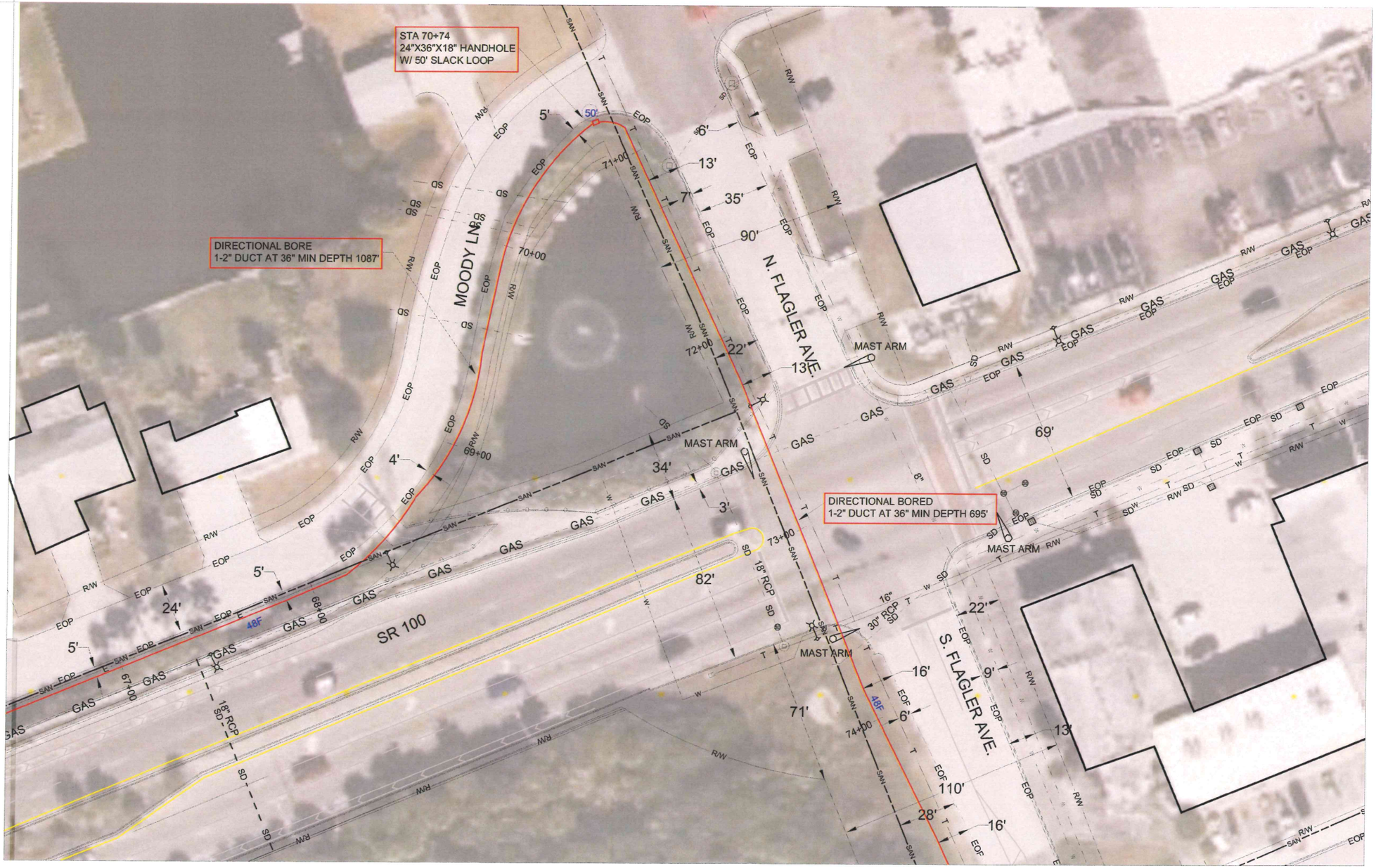

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VERTICAL: 1"=50'
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SHEET: 12
FILE: Flagler asbuilt 5-13-24

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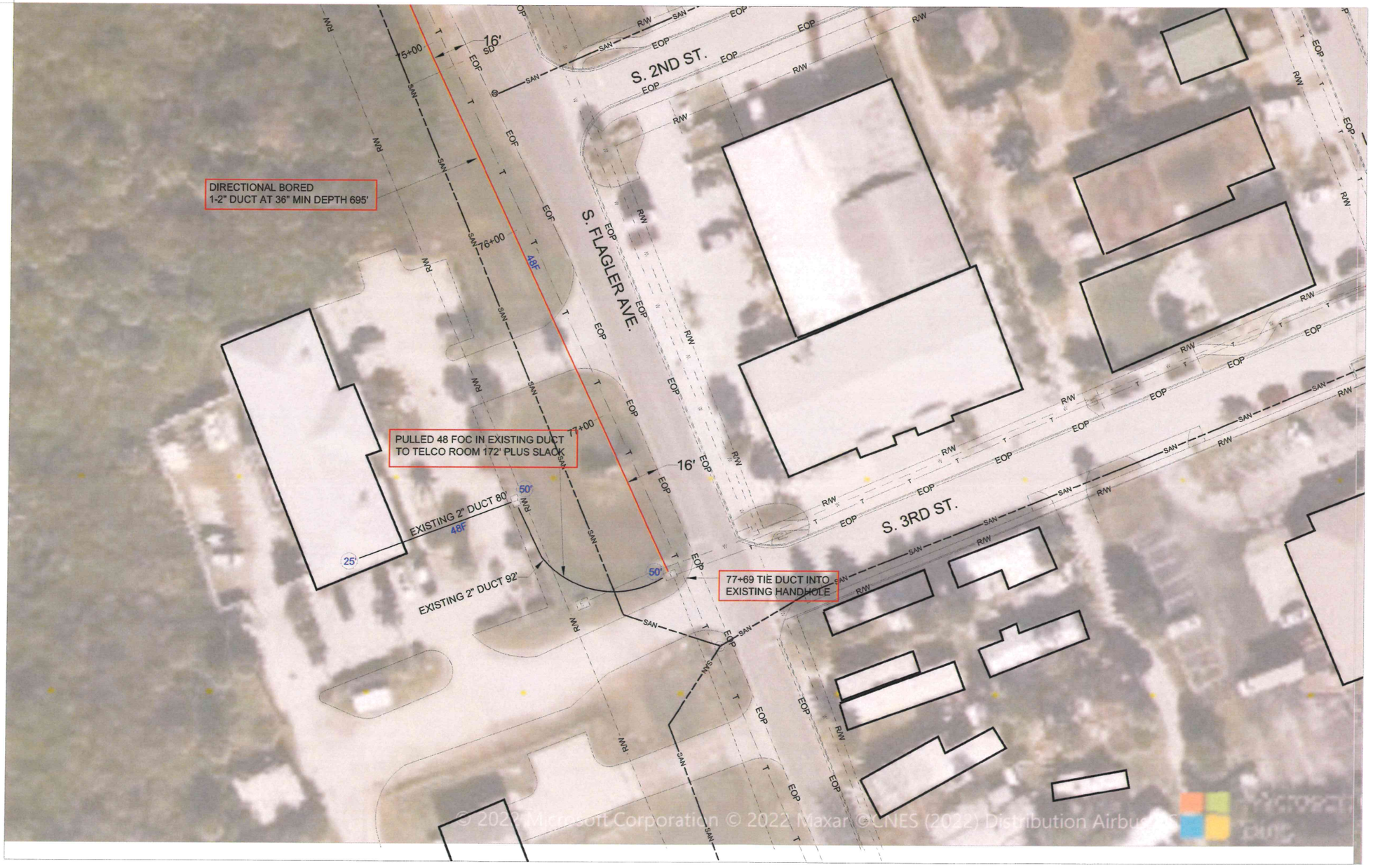
SEE SHEET #12



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DRAWN BY: D. HOWICK

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SHEET: 14
FILE: Flagler asbuilt 5-13-24

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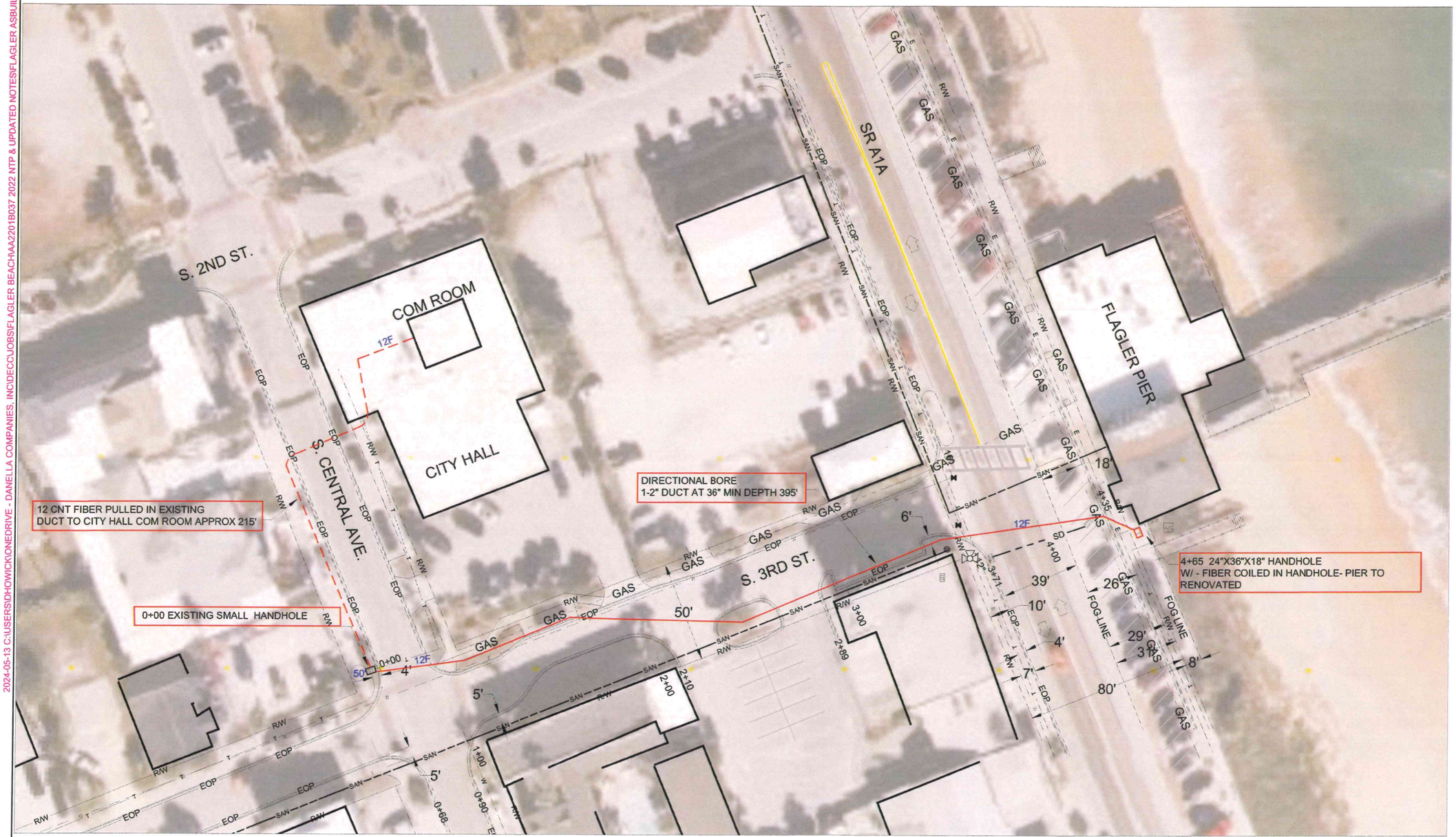

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ENGINEER: D. HOWICK
DRAWN BY: D. HOWICK

REVISIONS

DATE	DESCRIPTION	INITIAL

SITE NAME:

SCALE
HORIZONTAL: 1"=50'
VERTICAL: 1"=50'
MP: TO MP:
SHEET: 15
FILE: Flagler asbuilt 5-13-24

Staff Report

City Commission Regular Meeting

July 9, 2026

To:	City Commission
From:	William Freeman, City Engineer/Public Works Administrator
Meeting Date:	July 9, 2026
Item Name:	Resolution 2026-55. A Resolution by the City Commission of the City of Flagler Beach authorizing City staff to pursue Florida Department of Environmental Protection (DEP) grant funding for reclaimed water system improvements totaling $43,166,645, to be implemented in six phases with a fifty-fifty (50/50) cost share; providing for conflict and an effective date.

Background:

The City of Flagler Beach does not currently have reclaimed water production infrastructure at the wastewater treatment facility nor a distribution system network for public access reuse. All treated effluent from the facility is discharged into the Intracoastal Waterway (ICW) because no alternative effluent disposal systems exist.

In June 2021, the State of Florida enacted Senate Bill 64, requiring utilities statewide to eliminate surface water discharges, including discharges to the ICW, by January 1, 2032. To comply, the City must implement significant treatment facility upgrades, reclaimed water production systems, and distribution infrastructure.

The DEP grant opportunity totaling $43,166,645 will support these improvements. The project is structured using a phased approach consisting of seven distinct subprojects, as described below:

Phase 1: Design

Phase 2: Improvements to the existing wastewater treatment facility to upgrade the facility and replace obsolete equipment, including:

- Reverse Osmosis (RO) treatment and concentrate disposal systems
- Transfer Pump Station (TPS)
- Covered 2-MG reclaimed water ground storage tank
- Reclaimed Water Distribution Pump Station (RWDPS)
- Reclaimed water mains from the RWDPS to the periphery of the treatment facility for

conveyance into the future reclaimed water distribution system

Phase 3: Distribution along John Anderson Highway West and South

Phase 4: Distribution along Roberts Road North

Phase 5: Distribution along Lambert Avenue / Palm Drive East and North

Phase 6: Distribution along Barrier Island Parks East

Phase 7: Distribution to Flagler Beach Golf Course South and East

This multi-phase program will satisfy all SB 64 requirements and establish a complete reclaimed water production and distribution system for the City.
This initial request is for FY 2026–27 only. Grant requests 1 and 2 amounting to $13,498,500. Additional future grant proposals will be available for the remaining components of the reclaim water system.

Fiscal Impact:

The total DEP grant opportunity is $43,166,645, requiring a 50/50 cost share. The City's local match will be presented to the Commission for approval upon award of funding and prior to execution of any grant agreements.

Funding for the City's match will be drawn from applicable utility capital or maintenance funds, subject to future Commission authorization.

Staff Recommendation:
Staff recommends approval of Resolution 2026-55, authorizing City staff to pursue DEP grant funding for reclaimed water system improvements totaling $43,166,645, structured across six phases, with a required 50/50 cost share.

Attachments:
1. Resolution Grant Permission
2. Potential Project Spreadsheet and Costs

RESOLUTION 2026-55

A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF FLAGLER BEACH, FLORIDA, AUTHORIZING CITY STAFF TO PURSUE STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (DEP) GRANT FUNDING FOR RECLAIMED WATER SYSTEM IMPROVEMENTS TOTALING FORTY-THREE MILLION ONE HUNDRED SIXTY-SIX THOUSAND SIX HUNDRED FORTY-FIVE DOLLARS ($43,166,645), TO BE IMPLEMENTED IN SIX PHASES WITH A FIFTY-FIFTY (50/50) COST SHARE; PROVIDING FOR FUNDING, IMPLEMENTATION, AND AN EFFECTIVE DATE.

WHEREAS, the City of Flagler Beach is committed to long-term water resource sustainability, potable water demand reduction, and compliance with statewide water-supply planning objectives; and,

WHEREAS, reclaimed water system improvements support environmental stewardship, enhance operational reliability, and strengthen regional resilience; and,

WHEREAS, the Florida Department of Environmental Protection (DEP) administers grant programs that provide substantial financial assistance for reclaimed water infrastructure, including planning, design, construction, and system expansion; and,

WHEREAS, Staff has identified a potential grant opportunity totaling Forty-Three Million One Hundred Sixty-Six Thousand Six Hundred Forty-Five Dollars ($43,166,645) for eligible reclaimed water improvements; and,

WHEREAS, the proposed reclaimed water program will be delivered in six phases, allowing the City to sequence design, construction, and system expansion in a manner that aligns with funding cycles, operational constraints, and long-term capital planning; and,

WHEREAS, participation in this DEP grant program requires a fifty-fifty (50/50) cost share between the DEP and the City, with the City responsible for providing the local match; and,

WHEREAS, authorizing staff to pursue this DEP grant opportunity will position the City to secure significant external funding, reduce the financial burden on ratepayers, and accelerate critical reclaimed water infrastructure improvements; and,

WHEREAS, staff finds that pursuing this DEP grant opportunity is in the best interest of the City and supports continued investment in sustainable water infrastructure.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF FLAGLER BEACH, FLORIDA AS FOLLOWS:

SECTION 1. The "WHEREAS" clauses above are hereby incorporated herein as legislative findings.

SECTION 2. The City Commission hereby authorizes City staff to pursue the DEP reclaimed water grant totaling Forty-Three Million One Hundred Sixty-Six Thousand Six Hundred Forty-Five Dollars ($43,166,645), structured across six phases and subject to a fifty-fifty (50/50) cost share requirement. Staff is authorized to prepare and submit all necessary applications, supporting documentation, and related materials.

SECTION 3. All resolutions and parts of resolution in conflict with this resolution are hereby repealed.

SECTION 4. If any portion of the Resolution shall be declared unconstitutional or if the applicability of this Resolution or any portion thereof to any person or circumstances shall be held invalid, the validity of the remainder of this Resolution and the applicability of this Resolution, or any portion thereof to other persons or circumstances, shall not be affected thereby.

SECTION 5. This Resolution shall become effective upon execution.

Upon motion duly made and carried, the foregoing Resolution was accepted by the City Commission of the City of Flagler Beach this 9th day of July, 2026.

CITY OF FLAGLER BEACH, FLORIDA

PATTI KING, MAYOR

ATTEST:

PENNY OVERSTREET, CITY CLERK

CIP No.	Project Description	Grant No.	Level of Service Impact	FY 2026/2027	FY 2027/2028	FY 2028/2029	FY 2029/2030	FY 2030/2031	FY 2031/2032	Project Totals	Grant Request Totals	
1	Reverse Osmosis Treatment System	1a	1	$135,000	$1,500,000					**$1,635,000**	**$4,752,400**	1
2	Transfer Pump Station (TPS)	1b	2	$225,000	$2,500,000					**$2,725,000**		
5	Reclaimed Water Mains from WRF	1c	6	$32,400	$360,000					**$392,400**		
3	Reclaimed Water Ground Storage Tank, Covered (2 MG)	3a	3		$320,625	$2,493,750	$1,068,750			**$3,883,125**	**$2,450,000**	3
4	Reclaimed Water Distribution Pump Station (RWDPS)	3b	4,5		$220,500	$1,715,000	$735,000			**$2,670,500**		
6	Reclaimed Water Mains - John Anderson Highway	2a	7	$481,986						**$481,986**	**$8,746,094**	2
		2a	7	$5,355,399						**$5,355,399**		
7	Reclaimed Water Mains - Roberts Road	2b	7	$2,908,709						**$2,908,709**		
8	Reclaimed Water Mains - Lambert Avenue	4a	7			$541,263	$4,200,000	$2,565,787		**$7,307,050**	**$10,105,058**	4
9	Reclaimed Water Mains - Barrier Island Parks	4b	7			$231,028	$166,980	$2,400,000		**$2,798,008**		
10	Reclaimed Water Mains - Golf Course (via S. Central Ave.)	5	7				$937,738	$921,730	$10,800,000	**$12,659,468**	**$12,659,468**	5
11	Evaluate Funding Options for the Reuse System (PAR)	1	8	$25,000								
12	Conduct PAR Rate/Impact Fee Study for the PAR System	1	8	$50,000								
13	Develop Interlocal RoW Agreement with Palm Coast	1	8	$75,000								
14	Wet Weather Disposal Evaluation: Ponds/Pump Stations				$100,000							
15	Wet Weather Disposal Evaluation: Spray Fields				$100,000							
	SPENDING TOTALS			**$9,138,494**	**$5,101,125**	**$4,981,041**	**$7,108,468**	**$5,887,517**	**$10,800,000**	**$43,166,645**		

NOTES/ASSUMPTIONS

1. Design fees are estimated at 8% - 9% of construction cost.
2. Most projects will be phosed - Phase 1 is Design and Phase 2 is construction where some project are projected to take >1 year.
3. Studies will be conducted concurrent with FY 26/27.
4. Construction Cost Estimates are 2027 dollars.

DESIGN

BID/CONSTRUCTION

IN-HOUSE STUDIES

LEVELS OF SERVICE IMPACTS

1. Remove chlorides from the RW produced at the Flagler Beach BNR WRF.
2. Provide capacity to convey reclaimed water generated into a covered ground storage tank.
3. Provides in-line flow equalization and storage prior to delivery to system.
4. Convey reclaimed water from WRF to distribution system.
5. Improve system reliability.
6. Convey reclaimed water to perimeter of treatment facility for connection to reclaimed water distribution system.
7. Generate revenue and help eliminate discharges to the Intracoastal Waterway (ICW).
8. Project Funding.
9. Improve system reliability.

Staff Report

City Commission Regular Meeting

July 9, 2026

To:	City Commission
From:	Lupita McClenning, Planner
Meeting Date:	July 9, 2026
Item Name:	Special Exception Application PSPE26-0002: 213 S. 2nd Street, Unit # 9; Parcel ID: 12-12-31-4500-00330-0040; Applicant: Shoreside Tattoo, LLC (Hallie Brooks); Request for a special exception to operate a tattoo studio in the General Commercial (GC) Zoning District.

Background:
The intent of the applicant is to operate a Tattoo Studio allowed by Special Exception in the General Commercial zoning district, Section 2.04.02.8.

Fiscal Impact:
Not applicable.

Staff Recommendation:
Staff recommends the City Commission approve the special exception for a tattoo studio in the General Commercial zoning district in accordance with Section 2.06.01 (1 through 7) as the use is compliant with the City's Comprehensive Plan and meets the applicable regulations governing the General Commercial district.

Attachments:
1. Staff Report_Findings_Special Exception Tattoo Studio PSPE 26-0002
2. 213 2nd St. Flagler Beach FL.
3. Section 2.04.02.8 General Commercial Uses and Special Exceptions
4. Application PSPE26-0002
5. Supporting Documents_PSPE26-0002
6. Emails of Support_Provided by Applicant
7. Boundary Survey
8. Affidavit of Publishing
9. Certified Mailings

City of Flagler Beach

Planning & Zoning Department
P.O. Box 70 * 800 S Daytona Ave.
Flagler Beach, FL 32136
www.cityofflaglerbeach.com

STAFF REPORT / FINDINGS

To: **City Commission**

From: **Lupita McClenning, City Planner**

Date: **July 2, 2026**

Re: **Special Exception PSPE 26-0002**

Applicant(s): Hallie Brooks
Shoreside Tattoo

Property Owner(s): Carolyn & Christopher Casper
see owner authorization form

Property 213 S. 2nd St. Unit 9
Flagler Beach, FL 32136

Land Use and Parcel Information

Parcel ID: 12-12-31-4500-000330-0040
FLUM: Commercial
Zoning: General Commercial
Overlay: CRA Boundary
Downtown Mixed Use

Intent: The intent of the applicant is to operate a Tattoo Studio allowed by Special Exception in the General Commercial zoning district, Section 2.04.02.8.

Design Guidelines establish three (3) planning areas within the designated Downtown area, based on existing land uses, zoning classifications, desired development characteristics and geographic locations. The three (3) areas represent distinct character districts of the Downtown. The character areas are as follows:

1. Downtown Mixed-Use District—Provides general guidelines for commercial and mixed-use areas in the Downtown Core excluding the parcels located along the Oceanshore Boulevard.

2. Downtown A1A Core Retail Corridor—Provides design guidelines for properties located along the A1A Corridor.

3. Residential Neighborhoods—Includes general design guidelines for new developments/renovations of residential areas in the Downtown.

The property is within the CRA Boundary and Downtown Mixed-Use District.

Special Uses

Special exception uses, as described in Schedule One of the Land Development Code, shall be permitted only upon authorization of the City Commission after review by the Planning and Architectural Review Board (PARB). In recommending approval or denial of the use, the PARB shall provide findings and recommendations on whether requirements of Section 2.06.01 (1. Through 7.) are met as well as other comments the PARB thinks will assist the City Commission in the determination of whether to grant the use.

Findings Required for Approval Section 2.06.01

1. That the use is a permitted special use as set forth in Schedule One.

   Section 2.04.02.8. *Zoning Schedule One Land Use Controls GC Special Exceptions*

Finding: The use is identified as a permitted special use in the City of Flagler Beach Land Development Code, Schedule One Item #10 Tattoo establishment.

2. That the use is so designed, located, and proposed to be operated that the public health, safety, welfare, and convenience will be protected.

Finding: The use is regulated by the State and does not compromise the protection of public health, safety, welfare nor convenience for the City of Flagler Beach.

3. That the use will not cause substantial injury to the value of other property in the neighborhood where it is to be located.

Finding: The use does not cause injury to the value of other property in the neighborhood.

4. That the use will be compatible with adjoining development and the proposed character of the district where it is to be located.

Finding: The use is compatible with adjoining development as surrounding properties are within General Commercial and Downtown Mixed-Use Districts.

5. That the adequate landscaping and screening is provided as required herein or otherwise required.

Finding: The proposed establishment is to be located within an existing building built in 2006. Source: Flagler County property appraiser website.

6. That adequate off-street parking and loading is provided and ingress and egress is designed to cause minimum interference with traffic on abutting streets.

Finding: The property is within the Central Business District (CBD) boundary where no additional parking requirements are required for existing buildings.

7. That the use conforms with all applicable regulations governing the district where located.

Finding: The use conforms with applicable regulations governing the district as it relates to minimum density, setbacks, building height, max impervious surface, and parking.

Criteria

The proposed special use of a Tattoo Establishment in the GC zoning district meets Section 2.06.01 (1 through 7).

Findings/Recommendation

On June 2, 2026, the Planning and Architectural Review Board voted unanimously to recommend approval of Application PSPE 26-0002. Staff recommends the City Commission approve the special exception for a tattoo studio in the General Commercial zoning district in accordance with Section 2.06.01 (1 through 7) as the use is compliant with the City's Comprehensive Plan and meets the applicable regulations governing the General Commercial district.

213 2ND ST S, FLAGLER BEACH, FL 32136
Zoning
Property Details
Use(s)
Layers
BASIC ZONING
Zone: GC- GENERAL COMMERICAL
Existing Building Use: NEIGHBORHOOD CENTER
Existing Land Use: Commercial
Municipal Future Land Use: Commercial
All Applicable Typologies: Mixed-Use Building
Allowed Use(s): View Detailed Uses
OVERLAYS
Downtown Mixed-Use
Flagler Beach CRA
ADDITIONAL REGULATIONS
Commercial (FLU)
General Parking Requirements
BUILDING INTENSITY
Maximum Building Height: 35 ft
Maximum Height - Stories: 3
Minimum Lot Size: 4,000 ft²
Minimum Lot Width: 50 ft
Maximum Impervious Surface Coverage: 75%
Maximum Building Coverage: 13,503 ft²
Maximum Built Area Allowed: 40,511 ft²
Minimum Open Space: 0%
Residential Density: 14.52 Du / Acre
Maximum Residential Area Allowed: 40,511 ft²
Maximum Residential Units Allowed: 6
Maximum Commercial Area Allowed: 40,511 ft²
Maximum Office Area Allowed: 40,511 ft²
SETBACKS AT GROUND LEVEL
Minimum Front Yard Setback: 5.00 ft
Minimum Corner Side Yard Setback: 5.00 ft
Minimum Side Setback: 0, 10.00 ft
Minimum Rear Setback: 0 ft
Moody Blvd
Moody Ln
N Flagler Ave
Flagler Ave
Palmetto Ave
N Daytona Ave
S Daytona Ave
S Central Ave
S Oceanshore Blvd
N 4th St
3rd St N
N 2nd St
S 2nd St
S 3rd St
S 4th St
A1A
100
P
REC
GC
DMU
FLAGLER BEACH CRA

CATEGORY OF USE	USES PERMITTED		
	UNRESTRICTED USES		SPECIAL EXCEPTION USES
	PRINCIPAL	ACCESSORY	
GC — GENERAL COMMERCIAL The provisions of this district are intended to serve the general commercial needs of the city, wherein a large variety of retail, commercial, governmental, financial, professional office services and other general commercial are permitted. The activities permitted are intended to be compatible with a pedestrian-oriented area, and uses not compatible with such an environment are discouraged. These	1. Off-street parking facilities or structures. 2. Business and financial services. 3. Professional offices. 4. Funeral homes. 5. Automotive service stations. 6. Retail building supplies. 7. Restaurants. 8. Retail sales of food, hardware and other household items normally required to serve the residents of the	1. Automobile parking structures. 2. Cocktail lounges and bars which are accessory to and within a motel, hotel or restaurant. 3. Customary uses and structures clearly incidental to one (1) or more permitted uses or structures. 4. Residential uses accessory to a principal use, the	1. Temporary structures as provided in the TC District. 2. All principal uses permitted in TC District. 3. Day care centers. 4. Commercial recreational facilities. 5. Zero lot line setbacks. a. Mixed use building — Conversion of existing buildings within the Downtown Mixed Use District and Downtown

include activities which require substantial parking requirements and generate traffic volumes which would be in conflict with the pedestrian character of the area.	community. 9. Medical services and facilities (not to include pharmacies and medical marijuana treatment center dispensaries which are not permitted uses within the General Commercial zoning district). 10. Essential public services and facilities. 11. Park and recreational facilities. 12. Veterinary hospitals with no kennels. There shall be no overnight stays of animals, except for emergency	maximum requirements of which are the same as in the MDR District. 5. Monopole communication towers and communication antennas which do not exceed the established height limitations.	A1A Retail Corridor character district. b. Combined use buildings outside of the defined boundary excluding properties adjacent to A-1-A. 6. Adult Arcades, as permitted in Chapter 4 of the Code of Ordinances. 7. Farmers' Markets (Provided, however, that no Farmers' Market shall be permitted on that portion of Palm Drive zoned General Commercial) 8. Private, social, recreational or fraternal clubs or

	care. 13. All principal uses permitted in the MDR District. 14. Mini-warehouses. 15. Mixed Use Buildings within the defined Mixed Use District boundary (See Note 12. Section 2.04.02.9, Zoning Schedule Two) 16. Combined use buildings within the defined boundary. 17. Resort dwellings. 18. Resort condominiums. 19. Boutique		organizations. 9. Churches, synagogues or other houses of worship. 10. Tattoo establishments. NOTE: All special exception uses are subject to Section 2.03.00, Section 2.06.01 and additional specific requirements as noted.

	Winery.		

CITY OF FLAGLER BEACH
PLANNING & ZONING DEPARTMENT

INTAKE APPLICATION

☐ Final Site Plan	☐ Preliminary Plat
☐ Master Site Plan	☐ Final Plat
☐ Site Development Plan(s)	☐ Plat Vacating
☐ Rezoning	☐ Subdivision Master Plan
☐ Comprehensive Plan Amendment	☐ Non-statutory Land Division/Parcel Reconfiguration
☐ Future Land Use Map Amendment	☐ Site Plan Modification (Post approval)
☒ Special Exception	☐ Development Order Modification
☐ Variance	☐ Wireless Communication Facility (new structure)

RECEIVED

DATE RECEIVED: APR 2 8 2026 APPLICATION NUMBER: PSPE26-0002

ALL FEES REQUIRED AT INTAKE ARE BASED ON THE APPLICATION TYPE.

CITY STAFF WILL PROVIDE A FEE SCHEDULE TO THE APPLICANT PRIOR TO SUBMISSION.

A. PROJECT NAME: Proposed tattoo Studio - Shoreside Tattoo

B. LOCATION OF SUBJECT PROPERTY (PHYSICAL ADDRESS): 213 S 2nd Street, Flagler Beach, FL 32136 Unit #9

C. PROPERTY APPRAISER'S PARCEL ID NUMBER(s): 12-12-31-4500-00330-0040

D. LEGAL DESCRIPTION: See Attached Subdivision Name: George Moody

Section: 12 Block(s): 00330 Lot(s): 0040

E. SUBJECT PROPERTY ACRES / SQUARE FOOTAGE: 18,004.25

F. FUTURE LAND USE MAP DESIGNATION Commercial EXISTING ZONING DISTRICT: GC

OVERLAY DISTRICT:

G. FLOOD ZONE: X FEMA COMMUNITY PANEL NUMBER: 12035C0232E DATE: 6/6/2018

H. CURRENT USE OF PROPERTY: Commercial Retail Center / Neighborhood Center

I. DESCRIPTION OF REQUEST/PROPOSED DEVELOPMENT (ATTACH ADDITIONAL SHEETS)

J. PROPOSED NUMBER OF LOTS (If Applicable): _____ Development Phasing: Yes ☐ No ☐

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CITY OF FLAGLER BEACH
PLANNING & ZONING DEPARTMENT

K. LIST BELOW ANY APPLICATIONS CURRENTLY UNDER REVIEW OR RECENTLY APPROVED ASSOCIATED WITH THIS APPLICATION: _____

L. WATER/SEWER PROVIDER: _____

M. EXISTING MORTGAGE? Yes☐ No☐

OWNER: Faith in Christmas Miracles, LLC.	APPLICANT/AGENT:
Name: Chris & Carolyn Casper	Name: Shoreside Tattoo, LLC. / Hallie Brooks
Mailing Address: 180 S Daytona Ave. FB	Mailing Address: 29 Old Kings Rd # 4B, Palm Coast, FL 32137
Phone Number: 386-627-0196	Phone Number: 850-361-9272
E-mail Address: 2133 2nd Street@gmail.com	E-mail Address: shoresidetattoo@gmail.com

MORTGAGE HOLDER:	ENGINEER OR PROFESSIONAL:
Name:	Name:
Mailing Address:	Mailing Address:
Phone Number:	Phone Number:
E-mail Address:	E-mail Address:

SURVEYOR:	ATTORNEY OF RECORD:
Name:	Name:
Mailing Address:	Mailing Address:
Phone Number:	Phone Number:
E-mail Address:	E-mail Address:

PLANNER:	TRAFFIC ENGINEER:
Name:	Name:
Mailing Address:	Mailing Address:
Phone Number:	Phone Number:
E-mail Address:	E-mail Address:

I HEREBY CERTIFY THAT ALL INFORMATION ON THIS APPLICATION IS CORRECT: Signature of owner OR person authorized to represent this application:

Hallie Brooks — *Signature*; Hallie Brooks — *Print Name*; April 28, 2026 — *Date*

STATE OF FL

COUNTY OF Flagler

The foregoing instrument was sworn to or affirmed ✓ *in person or* ____ *by virtual notarization on the* 28th *day of* April, 2026 *by* Hallie Brooks

who is personally known to me or who produced FL DL Ex: 06/23/2030 *as identification.*

Brett Winney — *Signature of Notary* *(SEAL)*

BRETT WINNEY
Commission # HH 609665
Expires July 17, 2028

City of Flagler Beach
SPECIAL EXCEPTION APPLICATION

Pursuant to Appendix A, Land Development Regulations, Section 2.06.01 of the Zoning Ordinance, I hereby request a Special Exception as described below:

PURPOSE FOR THE SPECIAL EXCEPTION PETITION: Allow authorization for a tattoo shop

PETITIONER: Hallie Brooks - Shoreside Tattoo

PROJECT ADDRESS: 213 S. 2nd Street Unit # PHONE NO.:

OWNER OF SUBJECT PROPERTY: Carolyn Cooper / Faith In Christ Christmas Miracles, LLC

ADDRESS: 1809 Daytona Ave. Flagler Beach, FL 32136 PHONE NO.: 386-627-0696

PETITIONER'S RELATION TO SUBJECT PROPERTY: Potential Tenant

ADDRESS/LEGAL DESCRIPTION: See Attached

LOT: 004 BLOCK: 00330 SUBDIVISION: George Moody ZONING DISTRICT: GC

The information and attachments requested as part of this application are the minimum necessary to determine compliance with the requirements of the City of Flagler Beach Zoning Ordinance. The City may require additional information, or waive certain requirements, at any time during the application process depending upon the nature of the Special Exception request. If a requested attachment is not applicable to your application, please write N/A.

ATTACHMENTS CHECKLIST:

- ✓ DESCRIPTION OF HOW THIS APPLICATION MEETS THE SEVEN (7) REQUIREMENT STANDARDS. ATTACH JUSTIFICATION STATEMENTS ADDRESSING ALL SEVEN (7) REQUIREMENTS FOR THIS SPECIAL EXCEPTION REQUEST AS REQUIRED: (See Attachment "A" Special Exception Requirements).
- ✓ RECORDED WARRANTY DEED
- ✓ OWNER'S AUTHORIZATION
- ✓ SURVEY OF PROPERTY
- ✓ LOCATION MAP
- ___ SITE DEVELOPMENT PLAN (1"=20' if applicable)
- ___ ARCHITECTURAL BUILDING ELEVATION (if applicable)
- ___ ROOF MATERIAL AND COLOR (if applicable)
- ___ EXTERIOR FINISH AND COLOR (if applicable)
- ___ SANITARY SEWER/ WATER AVAILABILITY (FORM PROVIDED IF APPLICABLE)

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1. Request for Special Exception Use

Shoreside Tattoo respectfully submits this application for approval as a Special Exception Use in accordance with Schedule One and Section 2.06.01 of the City of Flagler Beach Code of Ordinances. This request is made with full intent to comply with all applicable local and state regulations, and to operate as a responsible, professional business that contributes positively to the Flagler Beach community.

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2. Protection of Public Health, Safety, Welfare, and Convenience

Shoreside Tattoo operates in full compliance with all Florida Department of Health regulations governing licensed tattoo establishments. The business has been successfully established in Flagler County for over two years and maintains a **clean record with zero health code violations.**

The studio adheres to strict sanitation and safety protocols, including:

- Single-use sterile equipment
- Medical-grade disinfectants
- Licensed practitioner standards
- Proper biohazard handling and disposal
- Drug and Alcohol-free zone
- Strict Age Compliance Vetting

The facility is professionally designed to reflect a **clean, safe, and welcoming environment**, featuring a bright coastal aesthetic that aligns with the character of Flagler Beach. The 900-square-foot open floor plan allows for both transparency and professionalism,

with optional partitions available to ensure client privacy when needed.
Operations are conducted primarily by appointment, which helps regulate customer flow and maintain a calm, controlled environment. Hours of operation (Tuesday–Saturday, 11:00 AM to 9:00 PM) are consistent with surrounding commercial activity and avoid late-night impacts.
At every level, Shoreside Tattoo prioritizes **public health, client safety, and community comfort**.

---

3. No Adverse Impact on Nearby Property Values
Shoreside Tattoo represents a **modern evolution of the tattoo industry**, emphasizing professionalism, cleanliness, and customer experience.
The business intentionally avoids outdated stereotypes often associated with tattoo establishments. Instead, it provides:

- A polished, boutique-style environment
- A strictly drug-free and harassment-free workplace
- A customer-focused experience centered on quality and respect

As an established business with a proven track record, Shoreside Tattoo has demonstrated that it operates without creating nuisance conditions or negative external impacts.
Well-operated personal service businesses—such as salons, spas, and studios—are widely recognized as contributing to **economic vitality and increased foot traffic**, both of which support surrounding businesses and enhance overall commercial appeal.
Shoreside Tattoo is committed to being a **clean, well-maintained, and respectful neighbor**, reinforcing—not diminishing—the value and perception of the surrounding area.

---

4. Compatibility with Surrounding Uses

The proposed use is fully compatible with the existing commercial character of Flagler Beach, which includes a diverse mix of retail and service-oriented businesses.

Tattoo studios operate similarly to other personal service establishments:

- Activities are conducted indoors
- Noise and external impact are minimal
- Customer visits are scheduled and controlled

Shoreside Tattoo has been intentionally designed with a **coastal boutique aesthetic** that reflects the identity of the local community. Its appearance and operations are aligned with neighboring businesses and contribute to a cohesive, vibrant commercial environment.

---

5. Landscaping and Site Appearance

The business is located within an existing commercial structure and will comply with all applicable City of Flagler Beach requirements related to landscaping, signage, and exterior maintenance.

There will be:

- No outdoor operations
- No exterior storage
- No visual disruption to surrounding properties

Shoreside Tattoo is committed to maintaining a clean, orderly, and visually appropriate presence that aligns with community standards.

---

6. Parking, Access, and Traffic

The location at **213 S 2nd Street, Unit 9** provides adequate off-street parking consistent with city requirements for similar commercial uses.

Because Shoreside Tattoo operates primarily by appointment:

- Customer flow is steady and predictable
- Overcrowding is avoided
- Traffic impact remains minimal

There is no significant delivery or loading activity associated with the business. Existing ingress and egress points are sufficient, and no adverse traffic conditions are expected.

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7. Compliance with All Applicable Regulations

Shoreside Tattoo will fully comply with:

- City of Flagler Beach zoning and land use requirements
- Building and safety codes
- Signage regulations
- Operational standards

Additionally, the business will continue to meet all **Florida Department of Health licensing and inspection requirements** for tattoo establishments.

As a currently operating business within Flagler County, Shoreside Tattoo has consistently demonstrated **full regulatory compliance and professional accountability**.

Community Commitment

Shoreside Tattoo is more than a business—it is a **community-focused studio** committed to representing Flagler Beach in a

positive and professional way. Some examples include our participation in the Flagler Beach First Friday event and giving to local community and small business charity donations.
The studio strives to:

- Provide a safe, respectful environment for all clients
- Support local economic activity
- Reflect the creative and coastal culture of the community
- Operate with integrity, professionalism, and accountability

Shoreside Tattoo respectfully requests approval of this Special Exception Use and looks forward to continuing to serve the community as a **trusted, responsible, and high-quality local business.**

City of Flagler Beach
Planning & Zoning Board
120 S. Central Avenue
Flagler Beach, FL 32136

Re: Special Exception Application – Shoreside Tattoo
Property Address: 213 S 2nd Street, Unit 9, Flagler Beach, Florida 32136

Dear Members of the Planning & Zoning Board,

I respectfully submit this letter in support of the Special Exception application for Shoreside Tattoo, a professionally operated tattoo studio seeking approval to continue serving the Flagler Beach community.

Shoreside Tattoo has been successfully established in Flagler County for over two years, operating in full compliance with all Florida Department of Health regulations and maintaining a record free of violations. From its inception, the studio has been intentionally built to reflect a higher standard within the industry—one centered on cleanliness, professionalism, safety, and respect for both clients and the surrounding community.
We understand that tattoo establishments can sometimes carry outdated perceptions. For that reason, Shoreside Tattoo has taken a deliberate approach to redefine what a modern studio represents. The space is designed as a bright, clean, coastal-inspired boutique that aligns with the character of Flagler Beach. Operations are primarily appointment-based, ensuring a calm and controlled environment with minimal impact on neighboring businesses and traffic flow.

Beyond regulatory compliance, Shoreside Tattoo is committed to being a positive presence within the community. The business operates as a drug-free, harassment-free environment, prioritizing customer care, professionalism, and accountability at every level. It is our goal to contribute not only as a business, but as a respectful and engaged member of the local commercial landscape.

We believe the proposed use is fully compatible with the surrounding area, functions similarly to other personal service businesses, and will not adversely affect nearby properties. Instead, it supports the continued growth, diversity, and vibrancy of Flagler Beach's business community.

On a personal note, this studio represents more than a business—it reflects hard work, dedication, and a commitment to building something positive and lasting within this community. We take that responsibility seriously and strive every day to uphold standards that the City can be proud to support.

Thank you for your time, consideration, and service to the community. We respectfully request your approval of this application and welcome any questions you may have.

Sincerely,
Hallie Brooks
Shoreside Tattoo
8503619272
shoresidetattoo@gmail.com

Please see application attached.

City of Flagler Beach
Planning & Zoning Department
P.O. Box 70 • 800 S Daytona Ave.
Flagler Beach, FL 32136
www.cityofflaglerbeach.com

Owner's Authorization Form

Chris Hallie Brooks / Shoreside Tattoo is hereby authorized TO ACT ON BEHALF OF + Carolyn Agger / Faith in Christmas Miracles, LLC

the owners(s) of those lands described within the attached application, and as described in the attached deed or other such proof of ownership as may be required, in applying to Flagler Beach, Florida, for an application related to a development Permit or other action pursuant to a: application for: ~~Use as a tenant in~~ Allowing a tattoo parlor as a permissable ~~213 S. 2nd St, Unit #9~~ Flagler Beach, FL 32136

By signing, I affirm that all legal owners(s), as listed on the Recorded Warranty Deed on file with the Flagler County Clerk of Courts or otherwise stated Warranty Deed (identify what document), have been notified of the request for tenancy as a tattoo parlor as a leased tenant.

I further understand incomplete or false information provided on this form may lead to revocation of permits, termination of development activity.

Carolyn Agger 4/27/26
Signature of Owner *Print Name* *Date*

exp. 5/31/26

CHRISTOPHER R. CASPER 04/27/2026
Signature of Owner *Print Name* *Date*

exp 01/16/27

STATE OF Florida
COUNTY OF Flagler

The foregoing instrument was sworn to or affirmed ✓ *in person or* ____ *by virtual notarization on the* 27 *day of* April, 2026 *by* Carolyn Casper and Christopher Casper *who is personally known to me or who produced* Florida Drivers license *as identification.*

Signature of Notary

(SEAL)
JOHANNA T. BROOKS
Commission # HH 456598
Expires October 19, 2027

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Instrument No: 2023000606 1/5/2023 12:17 PM BK: 2748 PG: 1432 PAGES: 3 DOCTAX PD $10,850.00 -
RECORDED IN THE OFFICIAL RECORDS OF Tom Bexley, Clerk of the Circuit Court & Comptroller Flagler, FL

Prepared By and Return To:
Coast Title Insurance Agency, Inc.
15 Cypress Branch Way, Suite 203
Palm Coast, FL 32164

Order No.: 22-0612

Property Appraiser's Parcel I.D. (folio) Number:
12-12-31-4500-00330-0040

1,550,000

WARRANTY DEED

THIS WARRANTY DEED dated December 30, 2022, by Madonna Palmadesso Bogus NKA Madonna M. Bogus and Frank Palmadesso, whose post office address is 232 Washington Avenue, Kenilworth, New Jersey 07033 (the "Grantor"), to Faith In Christmas Miracles LLC, a Florida limited liability company, whose post office address is 2556 N. Oceanshore Blvd., Flagler Beach, FL 32136 (the "Grantee").

(Wherever used herein the terms "Grantor" and "Grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

WITNESSETH: That the Grantor, for and in consideration of the sum of One Million Five Hundred Fifty Thousand And No/100 Dollars ($1,550,000.00) and other valuable consideration, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys, and confirms unto the Grantee, all that certain land situated in County of Flagler, State of Florida, viz:

Lots 4, 5 and 11, of Block 33, of MOODY SUBDIVISION, according to the plat thereof, as recorded in Map Book 1, Page 24, of the Public Records of Flagler County, Florida.

Grantor's warrant this is not homestead property.

Subject to easements, restrictions, reservations and limitations of record, if any.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the same in Fee Simple forever.

AND the Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of said land in fee simple; that the Grantor has good right and lawful authority to sell and convey said land; that the Grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to: 12/31/2021.

Official Copy

IN WITNESS WHEREOF, the said Grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in presence of:

Lisa Pugliese
Witness Signature

Lisa Pugliese
Printed Name of First Witness

Thomas Pugliese
Witness Signature

Thomas Pugliese
Printed Name of Second Witness

Madonna Bogus 12/21/22
Madonna Palmadesso Bogus NKA Madonna M. Bogus

Grantor Address:
232 Washington Avenue
Kenilworth, NJ 07033

Unofficial Copy

STATE OF FLORIDA

COUNTY OF FLAGLER

The foregoing instrument was executed and acknowledged before me this 29 day of December 2022, by means of ✓ Physical Presence or ____ Online Notarization, by Madonna Palmadesso Bogus NKA Madonna M. Bogus, who is personally known to me or who has provided Drivers License as identification.

SEAL

Lisa Pugliese
Notary Public

LISA PUGLIESE
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 7/17/2023

IN WITNESS WHEREOF, the said Grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in presence of:

Witness Signature

SUZANNE MACKINNEY
Printed Name of First Witness

Witness Signature

RYAN KIM
Printed Name of Second Witness

Frank Palmadesso

Grantor Address:
11049 McCormick Street, Unit 322
North Hollywood, California 91601

CALIFORNIA
STATE OF ~~FLORIDA~~
LOS ANGELES
COUNTY OF ~~FLAGLER~~

The foregoing instrument was executed and acknowledged before me this 28 day of December 2022, by means of X Physical Presence or ___ Online Notarization, by Frank Palmadesso, who is personally known to me or who has provided CALIFORNIA DRIVERS LIC as identification.

SEAL

RYAN A. KIM
Notary Public - California
Los Angeles County
Commission # 2298250
My Comm. Expires Jul 22, 2023

Notary Public

Unofficial Copy

SHORESIDE
TATTOO

BIOGRAPHY of Hallie Brooks Owner of Shoreside Tattoo

I was born in Italy into a Military family and raised across multiple countries and states. I grew up with a deep appreciation for culture, discipline, and creativity. My father is a retired Navy Intelligence Officer turned DIA Special Agent and a mother who built her career as a VP Director of Sales in the banking industry. I have always been surrounded by ambition, structure, and resilience from a young age.

After graduating high school in New Jersey—where I played soccer, tennis, and lacrosse—I spent some time in college before realizing traditional paths weren't where I belonged. Art had always been my passion, but finding a way to make a living from it felt uncertain until I looked into tattooing.

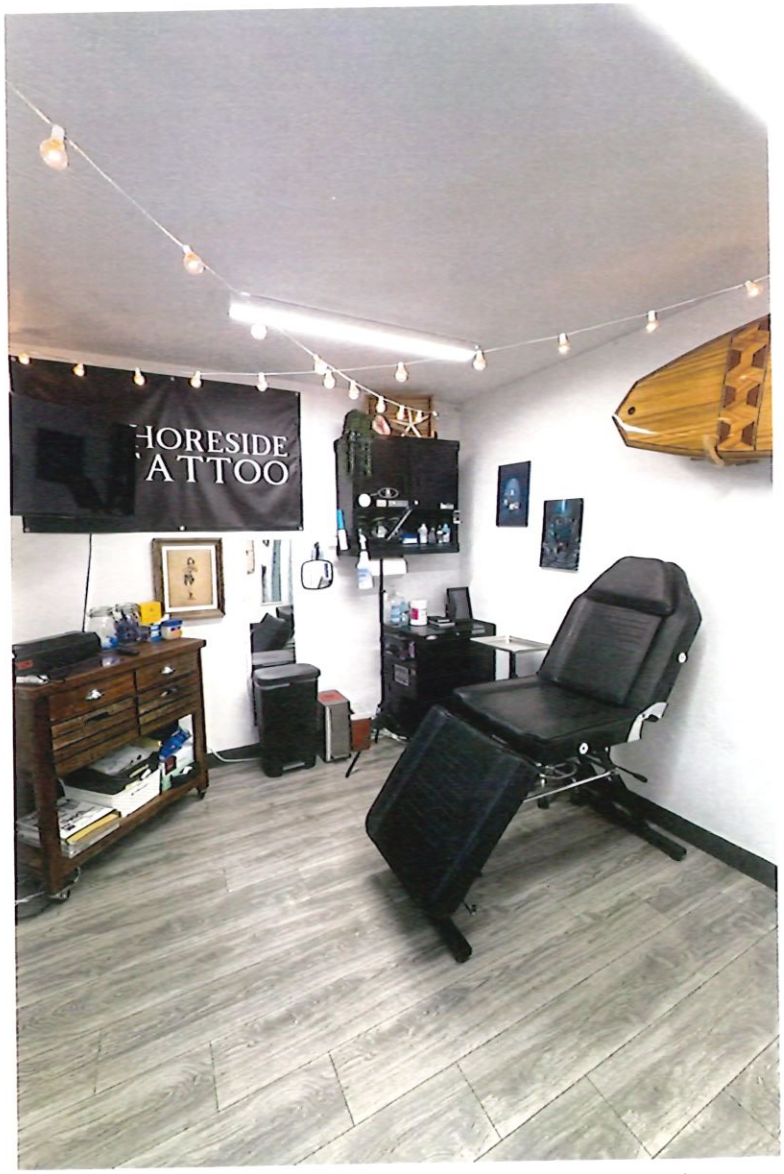
I completed a year-long apprenticeship in Virginia, earned my tattoo license in Miami, and spent years building my craft throughout South Florida, working in Fort Lauderdale, Deerfield Beach, and Boca Raton. Now, with over 10 years of experience as a tattoo artist and 2 years as a shop owner, I've built a career around creating meaningful, lasting art for people from all walks of life, many of whom are still clients (turned friends) of mine to this day.

These days, I call Palm Coast home. I moved here four years ago, bought a house, and embracing the slower coastal lifestyle I love. The beach (and my family) has always been my peaceful place—something constant throughout my childhood with years moving around. Growing up on the sandy beaches also shaped who I am, and that laid-back but driven mindset continues to influence both my life, by business, and my art today

4B

Shoreside Tattoo Shop

SHORESIDE
TATTOO


HORESIDE
ATTOO

Licenses and Permits

STATE OF FLORIDA
DEPARTMENT OF HEALTH
Operating Permit

18-64-2841856

18-BID-7906417

Biomedical Waste - Tattoo/Body Piercing

Issued To: Shoreside Tattoo
29 Old Kings Rd N Road N 4B
Palm Coast, FL 32137

County: Flagler
Amount Paid: $85.00
Date Paid: 10/07/2025
Issued Date: 10/07/2025
Expires On: 09/30/2026

Mail To: Hallie Brooks (Shoreside Tattoo LLC)
45 Comanche Court
Palm Coast, FL 32137

Issued By:
Department of Health in Flagler County

(386) 437-7358

Owner: Shoreside Tattoo LLC (,)

Original Customer: Shoreside Tattoo (NON-TRANSFERABLE) DISPLAY CERTIFICATE IN A CONSPICUOUS PLACE

STATE OF FLORIDA
DEPARTMENT OF HEALTH
Operating Permit

18-64-2841856

18-BID-7906417

Biomedical Waste - Tattoo/Body Piercing

Issued To: Shoreside Tattoo
29 Old Kings Rd N Road N 4B
Palm Coast, FL 32137

County: Flagler
Amount Paid: $85.00
Date Paid: 10/07/2025
Issued Date: 10/07/2025
Expires On: 09/30/2026

Mail To: Hallie Brooks (Shoreside Tattoo LLC)
45 Comanche Court
Palm Coast, FL 32137

Issued By:
Department of Health in Flagler County

Owner: Shoreside Tattoo LLC (,)

(386) 437-7358

DEPARTMENT OF HEALTH

Tattooing Establishment License

18-44-2841864

Tattooing - Fixed Location

18-BID-8434599

Issued To: Shoreside Tattoo LLC
29 Old Kings Road N 4B
Palm Coast, FL 32137

County: **Flagler**
Amount Paid: $200.00
Date Paid: 02/17/2026
Issued Date: 02/17/2026
Expires On: 02/05/2027

Mail To: Hallie Brooks (Shoreside Tattoo LLC)
45 Comanche Court
Palm Coast, FL 32137

Issued By:
Department of Health in Flagler County

(386) 437-7358

Owner: Shoreside Tattoo LLC (,)

Original Customer: Shoreside Tattoo LLC (NON-TRANSFERABLE) DISPLAY CERTIFICATE IN A CONSPICUOUS PLACE

STATE OF FLORIDA
DEPARTMENT OF HEALTH

Tattooing Establishment License

18-44-2841864

18-BID-8434599

Tattoos - Fixed Location

Issued To: Shoreside Tattoo LLC
29 Old Kings Road N 4B
Palm Coast, FL 32137

County: Flagler
Amount Paid: $200.00
Date Paid: 02/17/2026
Issued Date: 02/17/2026
Expires On: 02/05/2027

Mail To: Hallie Brooks (Shoreside Tattoo LLC)
45 Comanche Court
Palm Coast, FL 32137

Issued By:
Department of Health in Flagler County

Owner: Shoreside Tattoo LLC (,)

(386) 437-7358

STATE OF FLORIDA
DEPARTMENT OF HEALTH

Tattooing Artist License

18-44-1797669

Tattooing - Artist

18-BID-8303817

Issued To: Brooks, Hallie
45 Comanche Court
Palm Coast, FL 32137

Mail To: Hallie Brooks
45 Comanche Court
Palm Coast, FL 32137

County: **Flagler**
Amount Paid: $60.00
Date Paid: 10/23/2025
Issued Date: 12/01/2025
Expires On: 11/30/2026

Issued By:
Department of Health in Flagler County

(386) 437-7358

Owner: Brooks, Hallie

Original Customer: Brooks, Hallie (NON-TRANSFERABLE)

DISPLAY CERTIFICATE IN A CONSPICUOUS PLACE

STATE OF FLORIDA
DEPARTMENT OF HEALTH

Tattooing Artist License

18-44-1797669

Tattoos - Artist

18-BID-8303817

Issued To: Brooks, Hallie
45 Comanche Court
Palm Coast, FL 32137

Mail To: Hallie Brooks
45 Comanche Court
Palm Coast, FL 32137

County: **Flagler**
Amount Paid: $60.00
Date Paid: 10/23/2025
Issued Date: 12/01/2025
Expires On: 11/30/2026

Issued By:
Department of Health in Flagler County.

(386) 437-7358

Owner: Brooks, Hallie

STATE OF FLORIDA
DEPARTMENT OF HEALTH
Tattooing Artist License

42-44-3052031

Tattooing - Artist

42-BID-840773

Issued To: Vargas, Abril
15 NW 21st St
Ocala, FL 34475

Mail To: Abril Vargas
15 NW 21st St
Ocala, FL 34475

County: **Marion**
Amount Paid: $85.00
Date Paid: 01/13/2026
Issued Date: 01/13/2026
Expires On: 12/05/2026

Issued By:
Department of Health in Marion County

(352) 629-0137

Owner: Vargas, Abril

Original Customer: Vargas, Abril (NON-TRANSFERABLE)

DISPLAY CERTIFICATE IN A CONSPICUOUS PLAC

STATE OF FLORIDA
DEPARTMENT OF HEALTH
Tattooing Artist License

42-44-3052031

42-BID-840773i

Tattoos - Artist

Issued To: Vargas, Abril
15 NW 21st St
Ocala, FL 34475

Mail To: Abril Vargas
15 NW 21st St
Ocala, FL 34475

County: **Marion**
Amount Paid: $85.00
Date Paid: 01/13/2026
Issued Date: 01/13/2026
Expires On: 12/05/2026

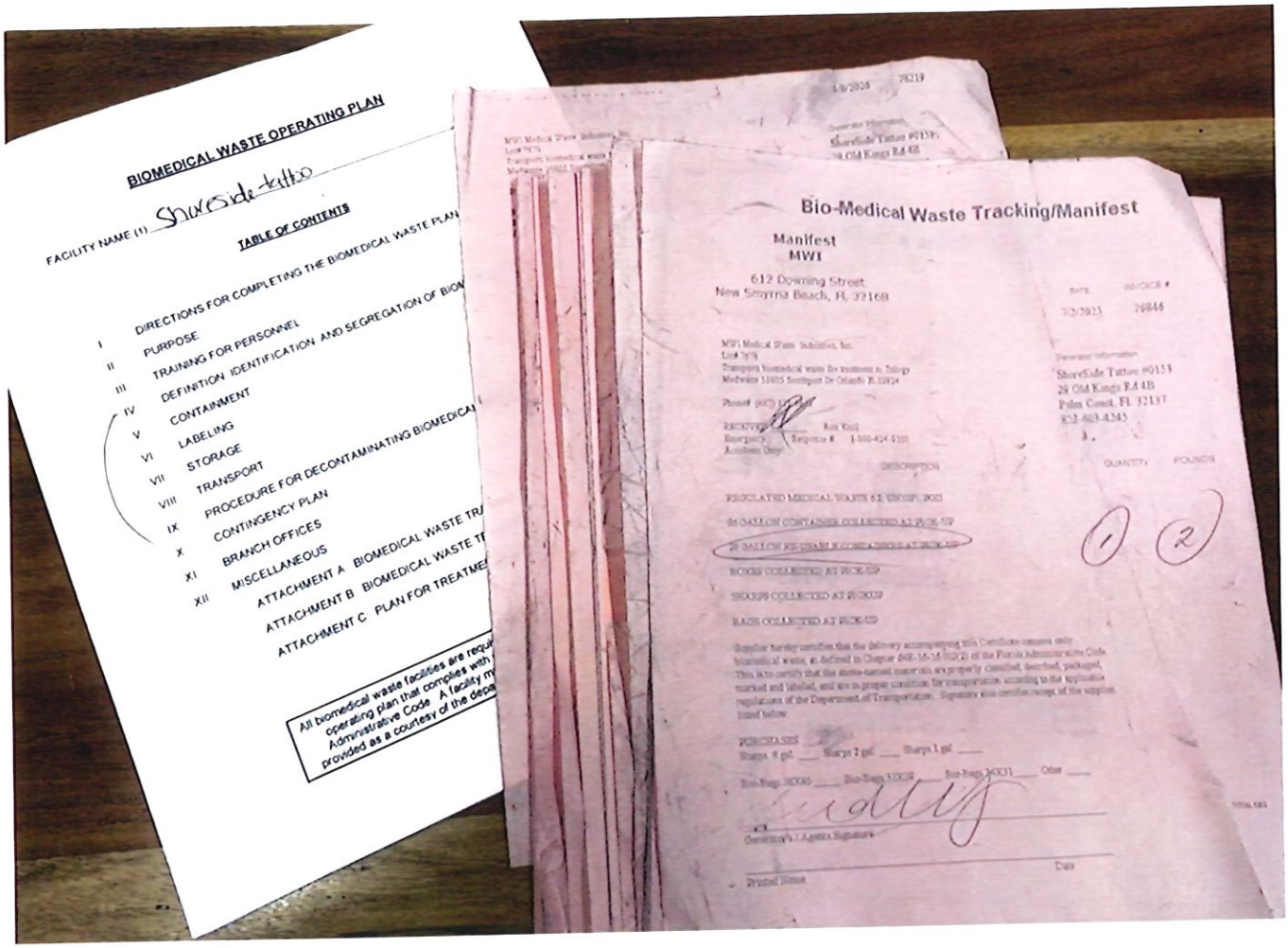
Issued By:
Department of Health in Marion County

Owner: Vargas, Abril

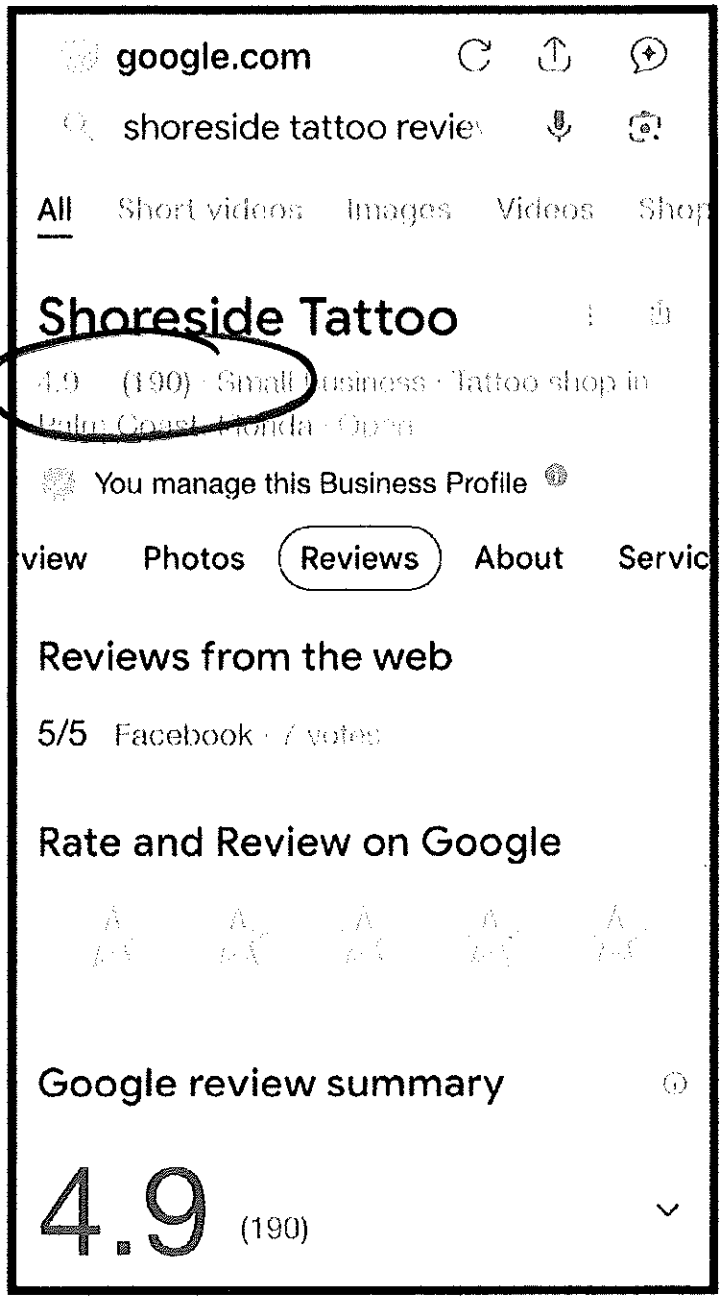
(352) 629-0137

Biomedical Waste

All training, operating plan, records, and monthly disposal receipts up to date an in compliance with 64E-16 and FDOH



Google Reviews


google.com
shoreside tattoo revie
All
Short videos
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Videos
Shop
Shoreside Tattoo
4.9 (190) · Small business · Tattoo shop in
Palm Coast, Florida · Open
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Photos
Reviews
About
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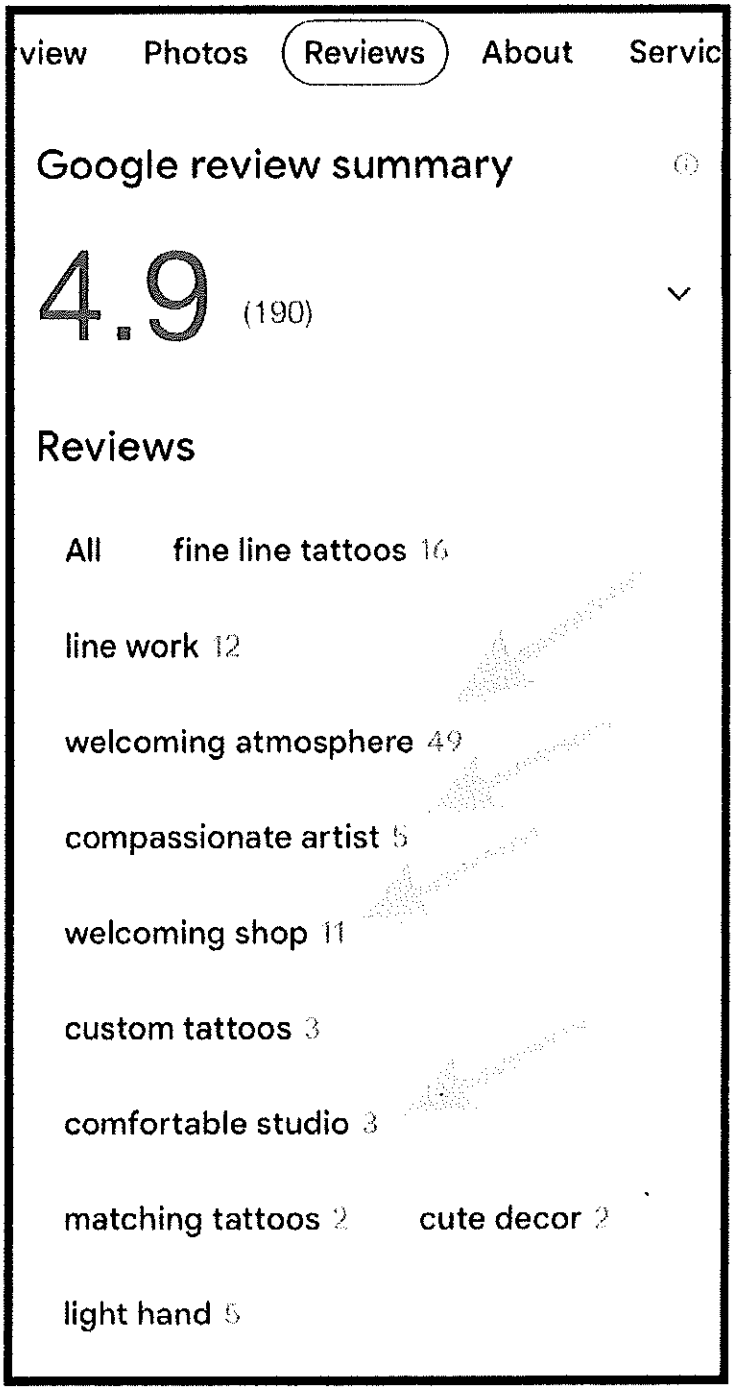
Reviews from the web
5/5 Facebook · 7 votes
Rate and Review on Google
Google review summary
4.9 (190)


view
Photos
Reviews
About
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Google review summary
4.9 (190)
Reviews
All
fine line tattoos 16
line work 12
welcoming atmosphere 49
compassionate artist 5
welcoming shop 11
custom tattoos 3
comfortable studio 3
matching tattoos 2
cute decor 2
light hand 5

ChatGPT

Log in

Reviews	Typical Position
0–25	New / low visibility
25–75	Established locally
75–150	Strong reputation
150–300	Highly competitive local presence
300+	Usually larger studios, multi-location, or long-established brands

CHAT GPT view on Shoreside Tattoo progress

Google Reviews 190 with a 4.9 rating as of May 12th 2026

ChatGPT

Log in

For a small tattoo shop with 1–2 artists, 190 Google reviews is generally *very strong*.

Here's the rough context for local service businesses like tattoo studios:

- Many small tattoo shops sit under 50 reviews.
- Crossing 100 reviews usually means:
  - you've been consistently operating for a while,
  - clients are motivated enough to leave feedback,
  - your Google presence is established.
- Near 200 reviews, especially for a boutique/small team operation, you're likely outperforming a large percentage of competitors in local search visibility.

Scheyenne Welch
6 reviews · 2 photos

★★★★★ a month ago

$50–100

I booked an appointment with Hallie for their Good Friday Flash Sale and the experience was nothing short of amazing!

From the moment I walked in, it just felt like such a peaceful space, even among the "chaos" of so many people being booked. It was decorated beautifully inside and everyone was so polite and accommodating. The process of checking in and doing the paperwork was so smooth. I even got a few good laughs while waiting.

Once I went back, Hallie made sure I was comfortable with the placement of both tattoos I had chosen. She was so

Once I went back, Hallie made sure I was comfortable with the placement of both tattoos I had chosen. She was so kind and personable. I truly appreciated that. I loved that they hosted this event, because so often we are faced with places that don't really encompass a Christian-feeling **environment** and this was just like a breath of fresh air.

I will most definitely be back!! Beautiful work, beautiful studio, and an incredible group of ladies! Thank you so much!!

Tiffany Moraes Melo
3 reviews

★★★★★ a month ago

The environment is so comforting with the girls, but mel the new apprentice was so sweet and did an amazing job!!

Carrie Grebe
3 reviews

★★★★★ 9 months ago

I have gotten my last three tattoos at Shoreside with Hallie and I cannot recommend this shop or her enough!! Hallie's attention to detail and skill is incredible. Every tattoo she has done turned out better than I had hoped/envisioned. She is patient and willing to talk though things with you, while also providing super helpful input if you need! Always the best experience truly. I have never gotten a tattoo with Makaylah, but her work is incredible as well and she's super nice. Also, the shop vibes are immaculate. So clean, bright, **welcoming**, and always has great music !

Karissa Garrett
5 reviews

★★★★★ 2 months ago

Hands down the best tattoo shop around. The shop itself is the cleanest studio I've ever been in, and the overall atmosphere is **welcoming and comfortable** every time I walk in.

Hallie is incredibly friendly, easy-going, and professional, which makes the whole experience even better. Her work is phenomenal. She has already done a full arm sleeve on me, and we're currently working on sleeving my other arm as well.

Her line work is absolutely amazing and the attention to detail really shows in every piece she does. I trust her completely with my tattoos and won't take my business anywhere else.

If you're looking for quality work, a spotless shop, and an artist who truly knows what she's doing, Shoreside Tattoo is the place to go. Highly recommend!

Jaden Leavitt
1 review · 2 photos

★★★★★ a year ago

$450–500

My entire experience with the ladies at Shoreside Tattoo was incredible! They were so sweet and personable, **making me feel comfortable from the moment I walked in.** Hallie was my artist and she is just incredible. I gave her a concept of what I wanted and she helped design a beautiful piece that I couldn't be more in love with. Her skill with fine lines and attention to detail truly shows in both the pieces she did for me and she helped me to map them to fit perfectly with the art I already had. Thank you so much Shoreside I will definitely be booking with you again!

Destiny Oswald
5 reviews

★★★★★ 11 months ago

I LOVE Coming To Shoreside Tattoo. The Most **Comfortable**, Professional Tattoo Place I've Been To In The Surrounding Area. Makaylah Does AMAZING Work And Is The Sweetest Person Ever. Hallie Does Stunning Work As Well. Lots Of People I Know Have Gone To See Hallie And They All Have Beautiful Pieces. 10/10 Recommendation For This Place And Their Artists.

riley fuller
2 reviews

★★★★★ 11 months ago

$100–150

My sister and I got our tattoos done by Hallie Brookes, and the whole experience was amazing. Hallie was so kind and **made us feel super comfortable** from the moment we walked in. The shop had such a warm, welcoming vibe, and she gave us exactly what we asked for. We couldn't be happier with how everything turned out.

Patrick Cullings
6 reviews · 1 photo

★★★★★ 2 years ago

got my first tattoo today by hallie, and I would rate her and the shop 10/10. very friendly & nice, a chill and peaceful **environment**, informative of aftercare and procedures, and overall a great experience! will definitely be going back for more tattoos in the future :)

Lauren Palese
6 reviews · 3 photos

★★★★★ 2 years ago

$500+

First off, Hallie is amazing. What a talent! Not only is she easy to talk to but great to work out your idea with. She also has a very gentle touch. The studio itself has a clean, beachy charm and a very **welcoming, relaxing atmosphere.** The artists are friendly, the location is easy to get to, plenty of parking, cute merch. All around wonderful experience!

Services
Tattoos, Tattoo design, Abstract tattoos

Cleanliness
The place is spotless! ...It also smells nice.

Stephanie McKinney
Local Guide · 17 reviews · 4 photos

★★★★★ 2 years ago

I absolutely cannot say enough good things about this place. Hallie is amazing and the quality of work is outstanding. The shop itself is clean, professional, and has a **great atmosphere.** As a woman, I feel safe and comfortable here, too. 10/10.

Jacqulyn Medina
3 reviews

★★★★★ 2 years ago

Hallie is by far the best both professionally and in means of creating the most **comfortable environment.** I would recommend her to anyone looking for an artist.

Sasha Pack
Local Guide · 25 reviews · 3 photos

★★★★★ 2 years ago

I can not express how happy I am with my new tattoo. **Hallie was so very calm and helpful** when trying to understand exactly what I wanted. I gave her lots of " what I want is..." and she blew me away! I will NEVER go to another artist. Hallie Brooks won my business forever. The detail alone on my birds wings was enough but the color and fading..... The best part was when she was done, she looked it over and said.... wait no I need to add more color in a few places and that shows me she cares about my happiness not just making a profit.

Real Life With Morgan
7 reviews

★★★★★ 2 years ago

Shoreside Tattoo is the best tattoo shop I've been too! The shop itself is very clean and has a good welcoming and **cozy vibe!** Hallie has the lightest hand with the best fine lines and beautiful styles! Will definitely be back soon!

Nancy Novotny
9 reviews · 7 photos

★★★★★ a year ago

Hallie is absolutely one of the best fine line artists I have seen. She is **compassionate** and her shop is extremely clean. I recommend shoreside to anyone in the area and even if you are visiting. She has done multiple pieces for me and I will continue to go to shoreside.

Alesia Still
Local Guide · 13 reviews · 8 photos

★★★★★ 2 years ago

Best tattoo artist in Palm coast hands down! The shop and **atmosphere** is amazing and the professionalism is unmatched. Fine line to everything in between this is the place to go!

Shayna Favorite
1 review · 2 photos

★★★★★ 2 years ago

I've been to Shoreside twice so far, to see Hallie and both times Hallie has exceeded my expectations and vision. I can't express how much I love my tattoos by her! Aside from Hallie's INCREDIBLE talent, she is also extremely patient and wants to make sure you love the piece! The shop is clean and **welcoming.** I can't imagine going anywhere else.

Sasha Pack
Local Guide · 25 reviews · 3 photos

★★★★★ 2 years ago

I can not express how happy I am with my new tattoo. **Hallie was so very calm and helpful** when trying to understand exactly what I wanted. I gave her lots of " what I want is..." and she blew me away! I will NEVER go to another artist. Hallie Brooks won my business forever. The detail alone on my birds wings was enough but the color and fading..... The best part was when she was done, she looked it over and said.... wait no I need to add more color in a few places and that shows me she cares about my happiness not just making a profit.

Adam Bidler
14 reviews

★★★★★ 2 years ago

Hallie was fantastic, very clean professional and **comfortable environment.** Made sure we were happy with everything, would definitely recommend!

Emily
1 review

★★★★★ a year ago

I can't speak highly enough about Shoreside and Hallie and Makaylah in general. I have gotten multiple tattoos done by Hallie, and each experience has been amazing. My sister went to her first, and I came along for moral support. After that, I knew that I would be going to Hallie for my first tattoo! When I did, I had a lot of anxiety, but Hallie helped me through and made sure I was totally comfortable. She was very professional and friendly, so she eased my worries. I love every piece of mine that Hallie has done! She goes above and beyond and is very honest and helpful! For one tattoo, I was a little wary of the placement and she was honest and straightforward with me on which placement she thought would be the best in the long run. I trust her and highly value her opinion and I ended up being very happy with her recommendation! I also just got a tattoo today done by Makaylah! She is SUPER sweet and worked with me to make a walk-in appointment possible. She was just as excited as I was about my tattoo and that just made things even better! I will never go to any other place for a tattoo. I trust Hallie and Makaylah wholeheartedly and am very comfortable with them. **The environment of the shop is very welcoming** and clean. In other tattoo shops I've been to, I have felt very out of place and uncomfortable, but at Shoreside, I feel relaxed and right at home. 🤍 Thank you SO much Shoreside, I love you!!! 1000000/10

Morgan Klosterman
5 reviews

★★★★★ a year ago

I have gotten many tattoos by Hallie and have been happy every time. Everyone is so friendly and **welcoming**. Hallie is very thorough and will make sure you are 100% happy with the drawing before you tattoo. Cleanest shop in Palm Coast!

allie foley
2 reviews · 1 photo

★★★★★ a year ago

$50–100

Just saw Hallie last week for a small tattoo. I had requested a certain time, and they were able to squeeze me in. The **vibe of the shop is super cute** and the set up was so cool. Will definitely be coming back to get some more work done in the near future!

Adrianne Toles
6 reviews

★★★★★ a year ago

Best shop in Palm Coast hands down!! I've visited for quite a few of my tattoos now and always have the best experience! The shop is a clean and **welcoming environment** and Hallie is such an INCREDIBLE artist! I often bring my own designs and she turns them into art better than I could ever imagine. Pricing is fair and she will always give honest input on placement, sizing, etc. to make sure you leave with a tattoo that you will love forever.

Cassandra Talbot
10 reviews · 2 photos

★★★★★ a year ago

$100–150

I was looking for a tattoo artist here in Palm Coast and my google search led me to Shoreside Tattoo. I am sure glad it did. The shop has a very **calm and relaxed atmosphere**, beautifully decorated and clean. I found Makaylah and her art on the website and then went to her Instagram to reach out and book an appointment. She was very helpful in customizing the simple design that I wanted. She took her time and made sure everything was perfect and the way that I wanted it to be. Her attention to detail is phenomenal. It was my first tattoo in almost 10 years but, it definitely won't be my last one with Makaylah or Shoreside Tattoo. Thanks for the great experience ladies!!

Chloe Cameron
4 reviews · 1 photo

★★★★★ a year ago

Hallie is so amazing! Hallie & her girls are so sweet and welcoming, I immediately felt so **comfortable & at home**. My tattoos look soooo good & that was the best tattoo experience I've ever had! 10/10 recommend!

Dana McDowell
8 reviews · 7 photos

★★★★★ a year ago

$50–100

Hallie is so nice and easy to talk with! **She was very welcoming.** As soon as I walked into the shop my anxiety magically went away😂💕 she did such a great job with my first tattoo as well. I enjoyed my experience 100%, I will plan with her again for any future tattoos. She is not heavy hand at all, and very gentle. It wont even feel like youre getting a tattoo! Book with her now🤩🤩

Services
Tattoos

Specialties
Music

Cleanliness
Extremely clean environment

Stylist
Kind and easy to talk with

Sydney Olsen
7 reviews · 8 photos

★★★★★ a year ago

Hallie and Makaylah did our matching sister tattoos and they came out AMAZING! They were friendly and **welcoming** and will definitely be coming back for my next!

Meghan Sawyer
7 reviews · 4 photos

★★★★★ a year ago

$250–300

Shoreline is such a wonderful shop. Great **vibes** and great staff. I have multiple tattoos from Hallie and I LOVE them. Please go check them out 🖤🖤

Alexandra Duffey
3 reviews · 3 photos

a year ago

$150-200

My experience at Shoreside Tattoo was absolutely amazing! From the moment I walked in, the **atmosphere was welcoming**, clean, and professional.

Hallie was my artist, and she was phenomenal! Her talent and attention to detail blew me away. She truly listened to my ideas, added her expert input, and created a design that was even better than I had envisioned. Hallie made the entire process comfortable and enjoyable, and her artistry speaks for itself—I couldn't be happier with my tattoo!

Makaylah also deserves a huge shoutout for assisting with paperwork and ensuring my overall experience was seamless. She was so friendly and made everything stress-free, which added to the positive vibes of the studio.

If you're looking for a place with talented artists and a top-tier customer experience, Shoreside Tattoo is it. Hallie and Makaylah made my visit unforgettable. Definitely a 5-star experience!

Services
Tattoos

Cleanliness
The cleanliness at Shoreside Tattoo was outstanding and immediately put me at ease. The studio was spotless, with every surface carefully sanitized and all tools handled with precision and care. You could tell they take hygiene seriously, which made me feel completely confident throughout the process. It's clear they prioritize safety and professionalism, and it truly sets them apart.

Mari Dudley
9 reviews · 5 photos

a year ago

Hallie is so incredible. She is extremely accommodating, very creative and won't let you leave without knowing you 100% love your tattoo. She has a great ability to visualize concepts and bring them to life.

The shop itself is a **welcoming environment** and is well kept. Highly recommend shoreside and Hallie to anyone getting their first tattoo or hoping to get some more.

Alison Stone
3 reviews

a year ago

Hallie is absolutely amazing! Her work is beautiful and **the shop has such a great vibe**. Everyone was friendly and I am in love with how my tattoo turned out. Already planning on coming back for more!

Miranda Cook
1 review · 7 photos

a year ago

My husband and I visited Palm Coast on vacation and got 3 fineline tattoos with Hallie. Shoreside was very nice and clean with a **beachy vibe**! Very nice to see compared to all the dark and gloomy shops you always see.
Overall we had a great experience! Hallie was great, I reached out a week prior to book with her over Instagram and had quick responses. Once we got there, Hallie went over our ideas and we talked about placement recommendations for longevity, since they were primarily in soft skin locations. We moved them around a bit to be more hopeful for a longer lifespan. They turned out great, only complaint would be that my husband's didn't and up taking as well as mine did, but that could be from any reason! Overall we were very pleased and had a great experience!

Mackenzie Adams
5 reviews · 2 photos

a year ago

$150-200

Hallie and her team are the BEST! She was patient, kind and incredibly knowledgeable during the entire process. She made me feel so **welcome** and comfortable. I am in love with the two new pieces I got today! Will definitely be coming back for more

Miranda Zawislak
2 reviews

a year ago

BEST TATTOO SHOP IN PALM COAST! I went to Hallie after going to multiple shops/artists and will not go to another place. She is very accommodating and will work with whatever your budget is. She answers all out questions honestly. When it came time for my sister to get her first tattoo, she said she would only go to Hallie as she **made her feel very comfortable and relaxed**. I now have four tattoos done by her and my sister has three.

The environment in the shop is awesome! When you walk in, it truly feels like home. It is spotless and has a lot of awesome decoration which definitely gives it a "beachy" vibe. We can't wait to continue to visit Hallie and Shoreside for many years to come (in fact, we are already planning our next tattoo!!!)

Brielle Simmons
1 review · 1 photo

a year ago

Couldn't have asked for a better place for my first tattoo! Hallie was so sweet and a funny person to talk too. I really liked how she helped fit the tattoo to my body shape so it didn't look weird. I don't have a lot of tattoo shop experiences but I can say her **environment is very welcoming** and friendly. Would recommend her to anyone.

Vanessa P
Local Guide · 14 reviews

★★★★★ a year ago

The vibe was very calm, both of the tattoo artists were friendly and greeted me as soon as I walked in. They were able to accommodate everyone in the shop. Lucky for me, Makaylah was able to fit me in right away. She was very informative. Her line work is perfect! I got a solid red snake on my wrist and it's absolutely beautiful. I'm from Philly and I Highly recommend! Definitely coming back for more!

Matt Tenga
Local Guide · 26 reviews · 2 photos

★★★★★ a year ago

$200–250

Hallie was phenomenal and takes much pride in her work. She took the time to give me sizing options and was sure my stencil was straight on a very tough area. She is very knowledgeable and will walk you through the entire process. She is personable and offers assistance and rewrapping during the healing process. This was my 3rd tattoo and 1st with Hallie and Shoreside. They are a great team with **cool vibes** (shout out Shwayze), and an inviting studio. I will be back! Thank you!

Halli Holley
4 reviews

★★★★★ a year ago

$150–200

I honestly can't express how great my experience at shoreside was. Hallie and Makayla's were so sweet and made us feel **so comfortable**. The atmosphere was so chill and cozy and they really made sure we felt good. Hallie took everything I said I wanted and did 10 times better than I expected. While me and my friend were getting worked on Makaylah was next to us also doing a piece and it was absolutely so beautiful!! These are the most sweet and talented girls ever and I couldn't recommend this place more!!!🖤

sadie Jean parisi
1 review

★★★★★ a year ago

I joined my friend for their tattoo at Shoreside Tattoo, and we were both incredibly happy with the experience! The artist was professional, and the **atmosphere was clean, calm and welcoming**. My friend's tattoo looks incredible, and I'll definitely recommend this place to anyone looking for great work!"

Chloe Long
Local Guide · 43 reviews · 1 photo

★★★★★ a year ago

$150–200

I had a wonderful experience with Shoreside tattoo and Makaylah!

Makaylah was extremely helpful in helping me craft the perfect tattoo, her and Hallie were both friendly and radiated fantastic vibes throughout my time in the shop.

Shoreside tattoo was clean, open, and **very welcoming** for me on my first tattoo experience, I will be coming back!

Lily Martin
1 review

★★★★★ a year ago

I was lucky enough to book Hallie for my tattoo recently. I had been impressed with the artistry of the shop and the detail and fine line work that Hallie has done. She advised me perfectly on size and location to make the piece flow perfectly with my vision of what I wanted and helped me design exactly what I wanted. Her light touch and skillful technique made easy work of fine detail. I was **so relaxed during the tattoo session**. The shop has a beach coastal vibe and the staff are accommodating and extremely welcoming. The aftercare has been the best I have ever experienced with 6 tattoos and I highly recommend the products from the shop. I am already developing the ideas for the next series of tattoos and can't wait to get back on Hallie's schedule. Highly reccomend Shoreside Tattoo!

Chris Moynihan
7 reviews · 1 photo

★★★★★ a year ago

Walked into Shoreside Tattoo having a really bad day and **Hallie made me feel welcomed** and comfortable right away. We spent probably 30-45 minutes designing a memorial piece for my mother(Scheduled for a later date with more time)before doing a quick piece on my arm. The care and thought into helping me design the piece was beyond what any shop in town has done.
Hallie has a super soft touch and takes her time to make sure even the small walk in Tattoo looks great!
I walked in anxious and upset. I walked out calm and relaxed. If your looking for a regular place to get your tattoo work done THIS IS THE SPOT!

Savannah Stock
1 review · 3 photos

★★★★★ a year ago

$100–150

Absolutely Amazing Experience!

Place is decorated so adorable, Clean and **welcoming.**
Service is amazing and really focused on what you want. I've waited a while to get my tattoo cause I couldn't find my expectations. This went beyond that and I'm grateful to have found shoreside Tattoo. Definitely won't be waiting long for another.

Services
Tattoo design

Requested style
I requested a dainty fine line shark tattoo and it turned out beautiful. Better than expected. Very pleased with my service today. Looking forwards to go back!

Cleanliness
Very clean and organized. Adorable setup and art, making it a fun comfortable environment For clients, guest and family's.

Tia F
5 reviews · 1 photo

★★★★★ 2 months ago

I truly don't have the words to express how grateful I am for Hallie at Shoreside Tattoo.

Almost four years ago, my Mommie and I went together to see her. That day, Hallie tattooed my Grammie's handwriting on me and my Mom's survivor ribbons. It was such a meaningful experience to share that moment with my Mommie by my side.

And now, after unexpectedly losing my Mommie, she has once again given me something I will carry for the rest of my life...her handwriting.

This wasn't just another appointment. I walked in grieving, emotional, and heartbroken. Hallie listened. She let me cry without judgment. She made space for my pain. She made me feel safe and comfortable all over again.

She understood that this wasn't just another tattoo. It was my Mom's words, in her handwriting, something I can never get back. The care, precision, and heart she put into every single line means more to me than I can ever explain. When I saw it finished, I felt like I had a piece of my Mommie with me again.

Hallie isn't just an incredible artist, she is **compassionate**, patient, and deeply respectful of the stories behind the tattoos she creates. I will forever trust her with the most meaningful pieces of my life.

Thank you, Hallie, for giving me something I will cherish forever.

Ann-Marie Powell
Local Guide · 43 reviews · 2 photos

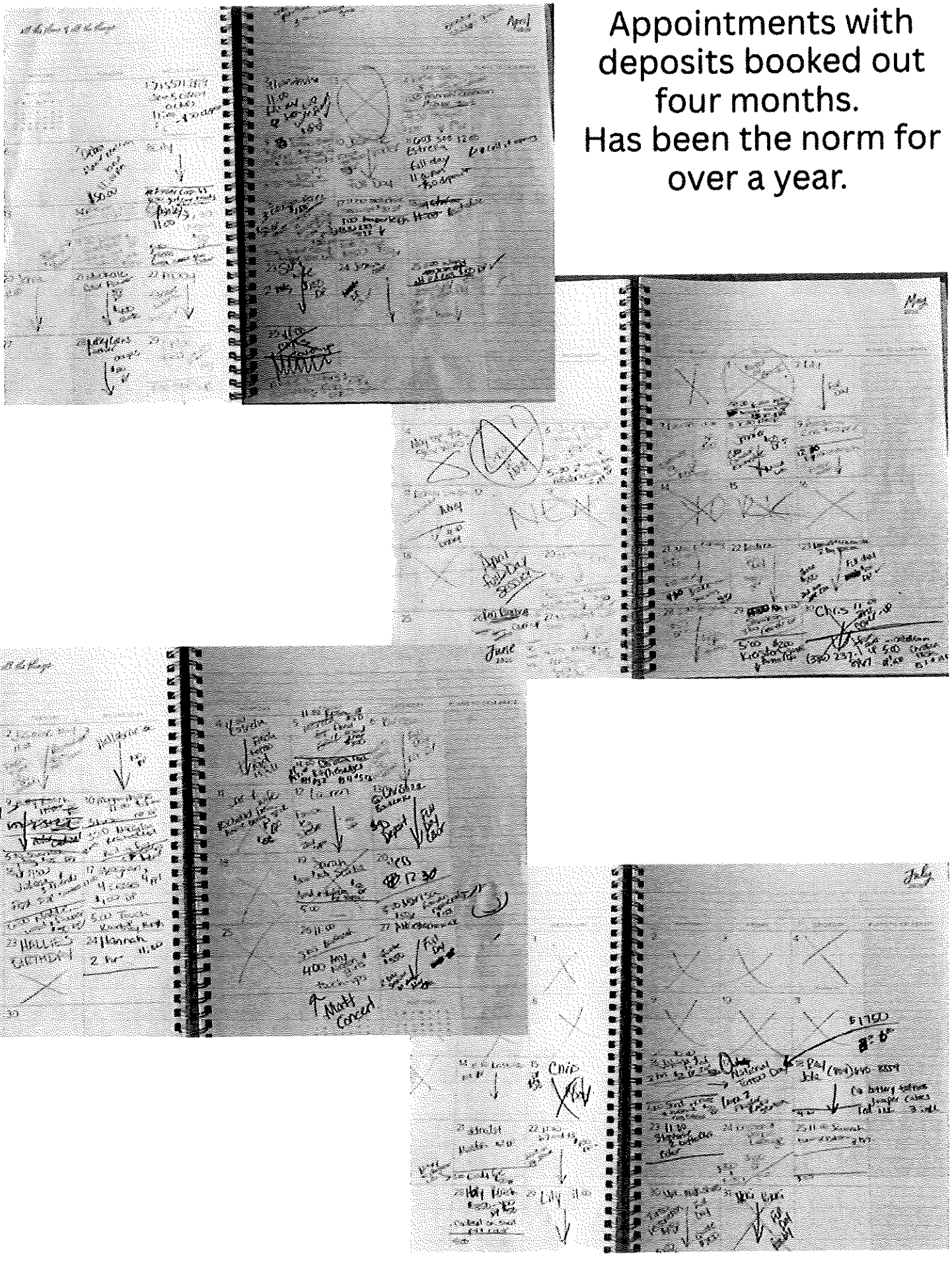
★★★★★ a year ago

$500+

I have the honor of two original tattoos from Hallie, and I love them both equally! Hallie is easy to work with and is super communicative not to mention her work is IMPECCABLE and DOWNRIGHT BREATHTAKING. Shoreside Tattoo is open, bright, CLEAN, and the two artists who are there are **extremely kind** and professional. I have absolutely nothing to say negative about either of my experiences at Shoreside Tattoo. I have recommended Hallie, and Shoreside Tattoo, to everyone I know who thrives on wearing beautiful original pieces of art and smile ear-to-ear when someone stops to ask me who did my work. Contact Shoreside Tattoo and get on Hallie's schedule soonest as she books out a month in advance, which is a testament to her work ethic, talent, and artistry! Thank you Hallie, and Shoreside Tattoo, for your integrity and commitment to providing only the best tattoo art!

Business and Social Media Growth

Appointments with deposits booked out four months.
Has been the norm for over a year.



Strong growth with followers on social media month after month

Followers

Previous month — Apr 1 - Apr 30

3,368
Followers
+6.1% vs Mar 31

Growth

Overall	185
Follows	237
Unfollows	52

Follower details

Overall Follows Unfollows

Followers

Last 30 days — Apr 11 - May 10

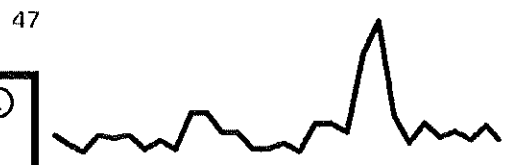
3,368
Followers
+6.6% vs Apr 10

Growth

Overall	214
Follows	258
Unfollows	44

Follower details

Overall Follows Unfollows



Followers

Last 90 days — Feb 10 - May 10

3,368
Followers
+21.9% vs Feb 9

Growth

Overall	606
Follows	765
Unfollows	159

Follower details

Overall Follows Unfollows

If you mean you're growing your Instagram followers by about **6% per month**, that's actually strong for a small local business — especially a tattoo shop in a smaller market like Palm Coast.

Here's how that stacks up against common Instagram growth benchmarks for small/local businesses:

Chat GPT on steady 6% social media growth

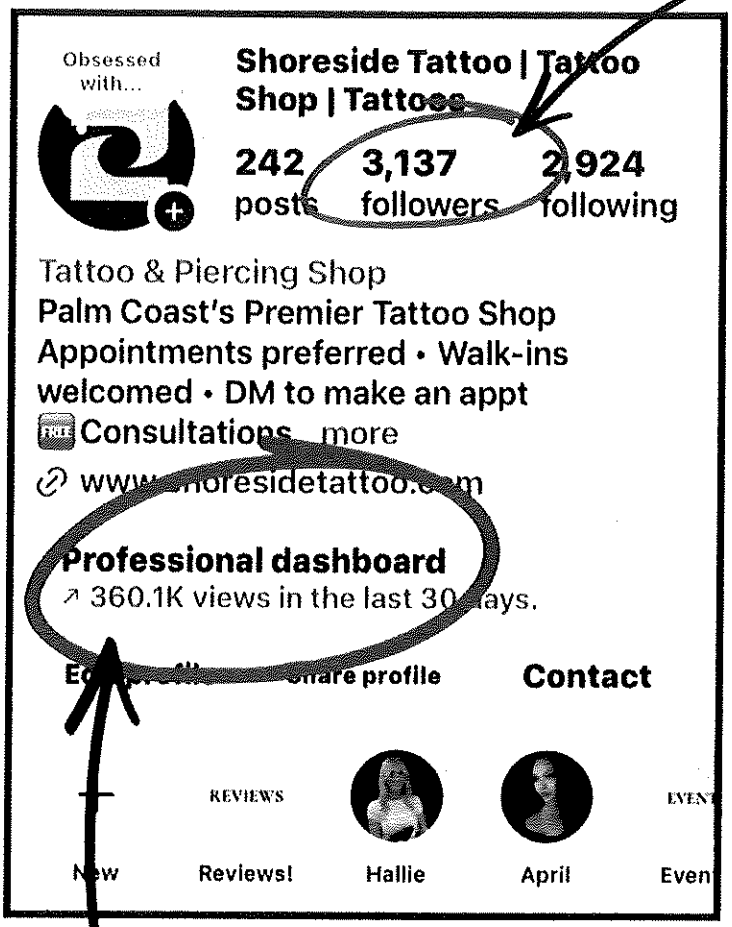
Monthly follower growth	How it compares
0–2%	Typical / slow growth
2–5%	Healthy for most local businesses
5–8%	Strong growth
8%+	Excellent / usually content-driven or viral

Most business accounts are seeing engagement and growth slow down overall because Instagram is much more saturated now. Several industry benchmark studies put average engagement for brands below 1% overall, with smaller niche/local accounts often performing better. Sprout Social

So overall:

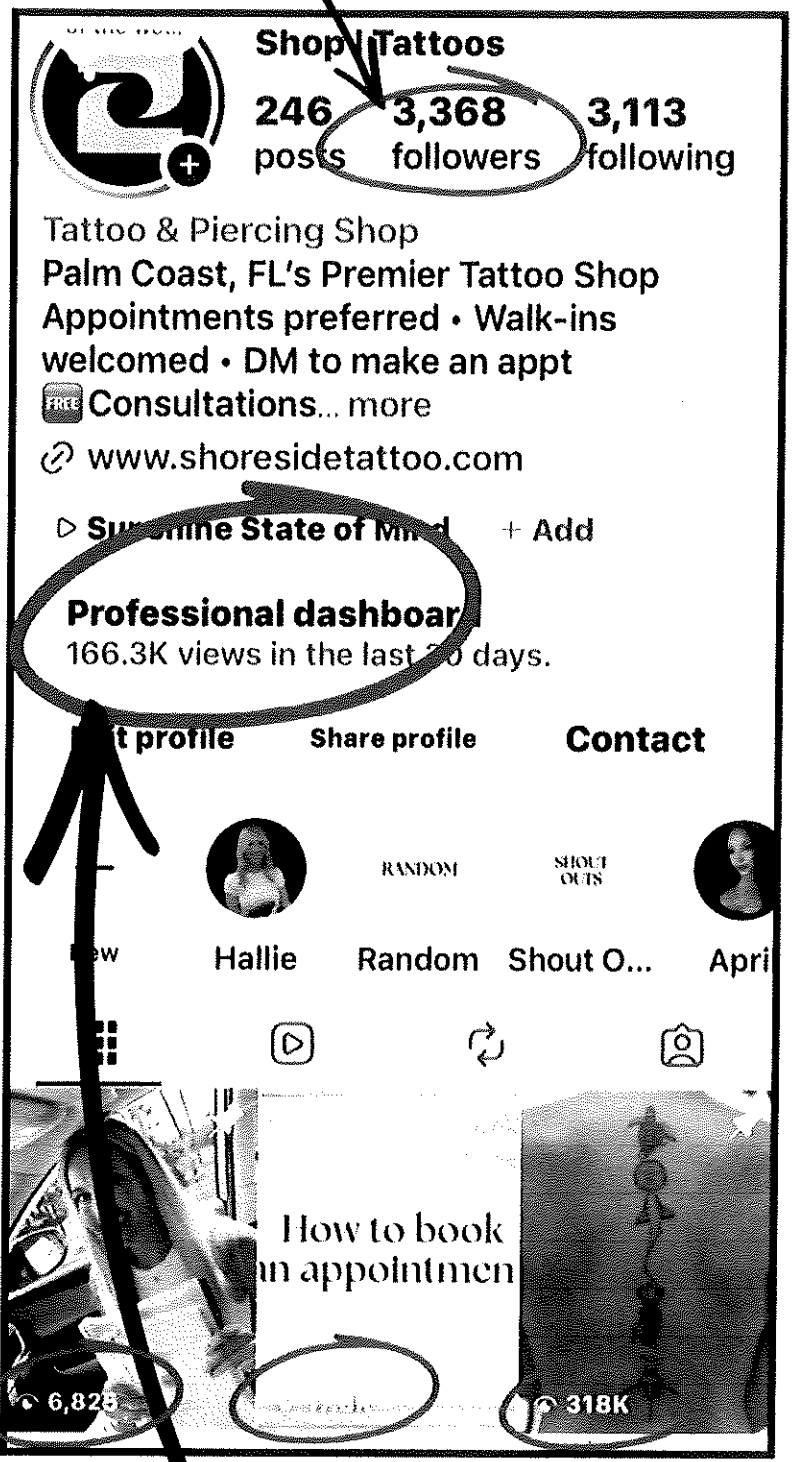
6% monthly follower growth is above average and likely puts you ahead of many small local service businesses on Instagram right now.

Growth in followers



April

Higher than normal due to event



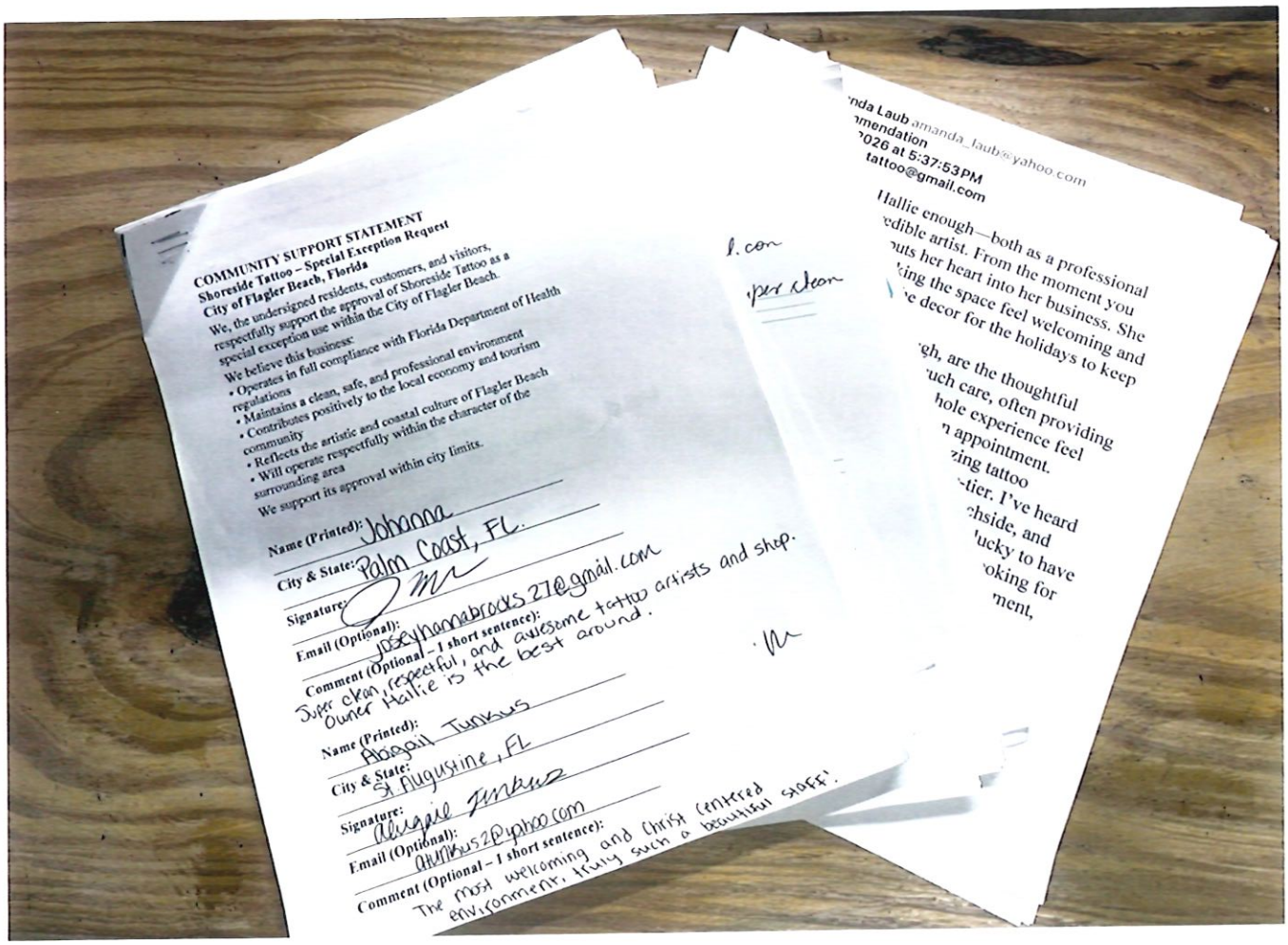
May

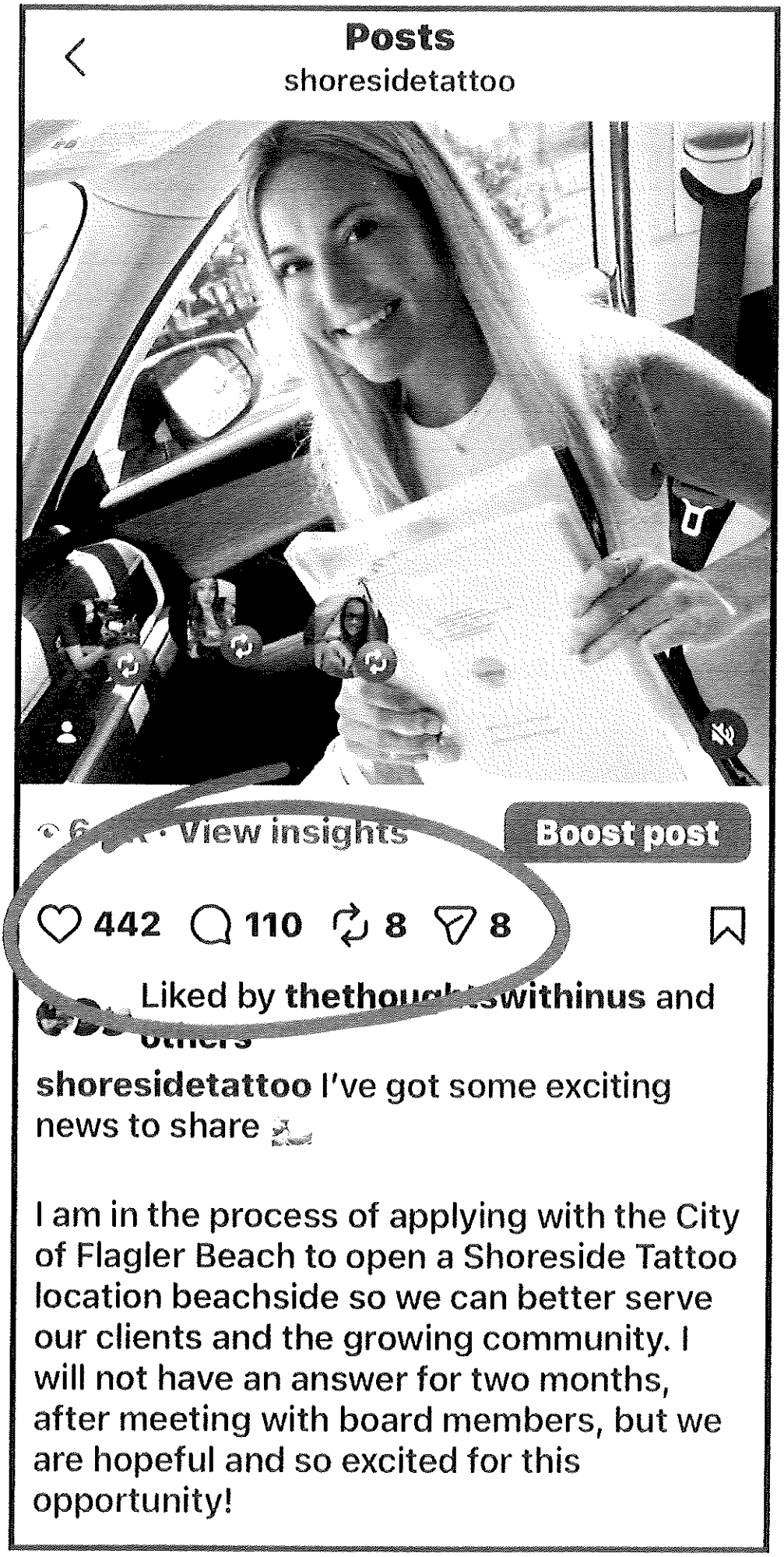
Average monthly views

Community Support

- Over 130 signatures in one week
- 16 Personal Emails of support in one week
- 440 "likes" and over 50 comments on Instagram in support of announcement of possible location on Flagler Beach

*Still collecting names and emails and will bring all with me to the Board meetings





Special Exemption announcement on social media. Strong support and comments

Community Participation

- Attended Flagler Beach First Friday
- Attended Jacksonville Pop Up
- Attended Ormond Beach Art Show
- Gave out over $3500 in free gift cards and donations, for small business raffles, contests, Go Fund Me

We support other local artists with displays in our shop

Thank you for taking the time to review my application and supporting materials.

As a professional tattoo artist and business owner, I am committed to operating a clean, respectful, and fully compliant business that reflects the character of Flagler Beach.

My goal is to create a professional studio that contributes positively to the community, local tourism, and small business environment.

I respectfully ask the Board to consider my request based on my professionalism, experience, and commitment to being a positive addition to the city.

Thank you for your time and consideration.

Respectfully,

Hallie Brooks May 11th 2026

Few sample emails of support

From: **Pure Heart** purehearttattoo@gmail.com
Subject: **New shop!**
Date: **May 12, 2026 at 1:24:23 PM**
To: **shoresidetattoo@gmail.com**

Hello, my name is Chris Sharpe and I am the owner and operator of Pure Heart tattoo located in Murfreesboro Tennessee. 1630 South Church St., #117, Murfreesboro, TN 37130 ,615-999-0175
I have owned an operated my tattoo shop since 2016.
In 2020 I had the opportunity to TATTOO in Flagler Beach at inflicting beauty. My TATTOO Mentor was Hammer the owner and operator of inflicting beauty. During my time at the tattoo shop in Flagler, I had the opportunity to meet and work next to Hallie Brooks. Hailee has everything it needs to take to run operate and maintain a successful business establishment. Her tattooing and customer service skills are top notch. We have visited her small location in Palm Coast, and are always very pleased with the atmosphere and upkeep of the location. Hailee's presence online and in person is and would be beneficial to any community looking for a professional body art studio . We here at Pure Heart TATTOO are supporters of Hailee and Shoreside tattoo. We have watched the business grow over the last few years on social media and are very impressed with the discipline and quality of work. We look forward to working with shoreside Tattoo in the future. Thank you for considering our experience in your review of this matter.

Chris Sharpe (Pure Heart Tattoo and Piercing)
760-310-9234
@ purehearttattootn on instagram
Email - purehearttattoo@gmail.com

From: **Jo Brooks** joseyhannabrooks27@gmail.com
Subject: **Notary Public, State of Florida Verification**
Date: **May 16, 2026 at 1:25:17 PM**
To: **Shoreside Tattoo** shoresidetattoo@gmail.com

To Whom It May Concern,

I am writing in strong support of Hallie Brooks and her application to open Shoreside Tattoo in Flagler Beach.

I am a Notary Public for the State of Florida, and Hallie has relied on me to assist with official age verification and consent-related documentation when required prior to tattoo services. In my experience working with her, Hallie has shown a serious commitment to doing things the right way, especially when it comes to protecting minors, following the law, and maintaining professional standards.

On two separate occasions, my diligence in verifying age credentials resulted in the denial of service when minors attempted to misrepresent themselves using fraudulent identification. In both cases, Hallie fully supported the decision to refuse service and demonstrated that she is not willing to compromise legal or ethical standards for business.

That kind of integrity matters. Hallie's commitment to proper procedures reflects well not only on her as a business owner, but also on the kind of responsible business Shoreside Tattoo would be within the Flagler Beach community.

Based on my firsthand experience, I believe Hallie will operate Shoreside Tattoo with professionalism, care, and respect for the law. I am proud to support her application.

Very respectfully,

Johanna Brooks
Notary Public, State of Florida

From: Michelle McNamara mmc75@yahoo.com
Subject: Recommendation for Shoreside Tattoo in Flagler Beach
Date: May 12, 2026 at 11:01:11 AM
To: shoresidetattoo@gmail.com

To Whom It May Concern,

I am writing to express my enthusiastic support for Shoreside Tattoo opening a new location in Flagler Beach. I truly believe this business would be an incredible asset to the community, both for local residents and for the many visitors who come to enjoy everything Flagler Beach has to offer.

Shoreside Tattoo is far more than just a tattoo studio — it is a welcoming, professional, and exceptionally well-run business that creates a safe and positive experience for every client who walks through the door. The cleanliness of the shop is absolutely top-tier. Every area is meticulously maintained, creating an environment that immediately feels comfortable, sanitary, and professional.

The artists at Shoreside Tattoo are incredibly talented, knowledgeable, and respectful. Their professionalism stands out from the moment you enter the shop, and the quality of their work is truly outstanding. The atmosphere is warm, inviting, and inclusive, making clients feel at ease throughout the entire process.

I especially want to recognize Hallie, the owner and artist behind Shoreside Tattoo. Hallie is exceptionally skilled, patient, and attentive to her clients' needs. She genuinely cares about the people she works with and takes the time to ensure every client feels heard, comfortable, and confident in the experience. Her dedication to her craft and to providing an exceptional client experience is evident in every aspect of the business.

In addition to bringing amazing artistry to the area, Shoreside Tattoo would also bring something unique and meaningful to Flagler Beach as a woman-owned tattoo shop. I believe it would be a wonderful addition to the local business community and a destination that both residents and tourists would enthusiastically support.

I wholeheartedly recommend Shoreside Tattoo and strongly support the opening of a new location in Flagler Beach.

Sincerely,
Michelle McNamara

From: **Samantha Carrick** hairbysamoc@gmail.com
Subject: **Let's get Shoreside in Flagler!**
Date: **May 12, 2026 at 12:09:46 PM**
To: **shoresidetattoo@gmail.com**

To whomever this may concern,

I wanted to reach out because I genuinely think Shoreside Tattoo would absolutely thrive in Flagler Beach. The area has grown so much over the last few years, and there's a huge demand for more high quality, modern businesses that fit the beach town atmosphere while still offering elevated experiences.

Flagler Beach has a strong local community mixed with constant tourism from nearby areas like Palm Coast, St. Augustine, Daytona, and Orlando. The beach culture, art scene, and younger demographic moving into the area make it the perfect environment for a tattoo studio with a strong brand and aesthetic like shoresides.

Right now, there really isn't a standout tattoo shop in Flagler Beach that captures the same clean, professional, trendy, high-end, beach like quality that I believe Shoreside has. I think a location there would attract both locals and tourists looking for quality work in a relaxed beach setting. With the amount of foot traffic from restaurants, bars, events, Jeep Week visitors, Bike Week tourism, and vacationers year-round, I truly think the visibility and opportunity would be huge.

Flagler is growing rapidly, but it still has that small coastal-town feel people love. A Shoreside location would fit naturally into that environment while standing out in the best way possible.

Just wanted to share my opinion on this idea because I think it would be

an incredible addition to the area especially coming from a Flagler Beach/ Palm Coast local.

Thank you for your time, and I hope to see Shoreside in Flagler Beach someday!

Best,
Samantha Olsen Carrick

From: Karissa Provenzano provenzanokarissa@yahoo.com
Subject: Support for Shoreside Tattoo in Flagler Beach
Date: May 12, 2026 at 2:32:48 PM
To: shoresidetattoo@gmail.com

Dear Board Members,

I am writing to express my full support for Shoreside Tattoo opening a location in Flagler Beach. I truly believe this business would be a wonderful addition to our community.

The owner of Shoreside Tattoo is professional, talented, friendly, and respectful. She has built a strong reputation for creating amazing work while maintaining a clean, welcoming, and professional environment for her clients. Her positive attitude and dedication to her craft are exactly the kind of qualities we should want represented in Flagler Beach.

I also feel that Shoreside Tattoo fits perfectly with the creative and artistic atmosphere of our beachside community. Local businesses like this help bring character, creativity, and economic growth to the area while supporting both residents and visitors alike.

I fully support allowing Shoreside Tattoo to open in Flagler Beach and hope you will consider approving this opportunity. I believe the business would be an asset to the community and would be welcomed by many local residents.

Thank you for your time and consideration.

Sincerely,

Karissa Garrett

From: Monika monikadmartin@gmail.com
Subject: Shoreside 2 Flagler Location
Date: May 9, 2026 at 2:21:55 PM
To: shoresidetattoo@gmail.com

To Whom It May Concern,

I am writing in support of Shoreside Tattoo Shop and Hallie's efforts to open a second location in Flagler Beach.

As someone familiar with the business and the atmosphere it creates, I believe Shoreside Tattoo Shop would be a wonderful addition to the community. This is not the type of establishment that fits outdated stereotypes associated with tattoo shops. Hallie has created a clean, professional, welcoming environment that reflects the artistic and beach-inspired culture of the area.

Her shop is beautifully designed, respectful to neighboring businesses, and attracts clients who appreciate creativity, professionalism, and quality work. The environment is calm, classy, and community-oriented. Businesses like this help modernize and elevate local commerce while supporting tourism, local artists, and economic growth.

Tattoo artistry today is widely recognized as a respected form of personal expression and professional art. Hallie's work and reputation reflect that standard at the highest level. Allowing her to expand into Flagler Beach would support a hardworking small business owner who genuinely cares about the image and integrity of her business and the surrounding community.

I strongly encourage the city to support Shoreside Tattoo Shop's expansion request and welcome this business into the area.

Thank you for your time and consideration.

Sincerely,

Monika Martin

From: **Victoria Hopper** victoriahopperbiz@gmail.com
Subject: **Good Luck on the 2nd Location!**
Date: **May 9, 2026 at 6:57:39 PM**
To: **shoresidetattoo@gmail.com**

To Whom It May Concern,

I wanted to take a moment to express my full support for Shoreside Tattoo opening a second shop in Flagler Beach. My husband and I recently had the opportunity to visit Shoreside Tattoo, and the experience was nothing short of amazing.

From the moment we walked in, we were welcomed into a clean, professional, and genuinely positive environment. Hallie and her entire staff went above and beyond to make us feel comfortable and valued. Their professionalism, talent, attention to detail, and customer service truly stood out and made the experience memorable for both of us.

It is rare to find a business that combines such incredible artistry with such a welcoming atmosphere. Hallie has clearly built a team that takes pride not only in their work, but also in the experience they provide to every client who walks through the door.

I believe a second Shoreside Tattoo location in Flagler Beach would be a fantastic addition to the community. Their business reflects professionalism, creativity, and positivity, and I have no doubt the community would greatly benefit from having easier access to such a high-quality establishment.

Thank you for your time and consideration.

Sincerely,
Victoria Hopper

From: **Stephanie M** stephaniem2377@yahoo.com
Subject: **New Shop Support**
Date: **May 13, 2026 at 10:19:42 AM**
To: **Shoreside Tattoo** shoresidetattoo@gmail.com

Dear City of Flagler Beach Council,

I am writing to express my full support for approving Shoreside Tattoo to open a shop here in Flagler Beach. This is a family-owned, faith-based business that brings far more to a community than just a service—they bring heart, professionalism, and a genuinely welcoming presence.

Shoreside Tattoo is known for its warm, inviting atmosphere where residents and visitors alike feel comfortable and respected. The shop's values are rooted in kindness, integrity, and community connection, making it a natural fit for the spirit of Flagler Beach.

Hallie, in particular, is an exceptionally talented artist and an all-around wonderful person. Her artistry, professionalism, and compassion set a high standard. She treats her work as both a craft and a service to others, and her reputation reflects that. Allowing her and her family to operate in Flagler Beach would not only support a local small business but also elevate the artistic and cultural offerings available in our city.

Approving Shoreside Tattoo would benefit Flagler Beach in many meaningful ways:

- It would bring a reputable, family-run business into our local economy.
- It would attract visitors seeking high-quality, professional tattoo artistry.
- It would contribute to the creative and cultural identity of our community.
- It would support a business that aligns with values of respect, positivity, and community engagement.

Shoreside Tattoo represents the kind of small business that strengthens a city—one that is community-minded, artistically gifted, and committed to creating a safe and welcoming environment for all.

Thank you for your time and consideration. I hope you will support this opportunity for Flagler Beach to grow in a positive and meaningful direction.

Sincerely,

Stephanie McMahon

From: **NANCY NOVOTNY** nancyn1027@aol.com
Subject: **Letter for the board**
Date: **May 22, 2026 at 11:58:30 AM**
To: **shoresidetattoo@gmail.com**

To whom it may concern:

I hope this message finds you well. I am writing to share my perspective regarding the potential opening of a new shoreside tattoo establishment in Flagler Beach as a frequent patron.

I have personally use Shoreside Tattoo and the cleanliness of the shop is beyond any I have been to. I will not book with anyone other than Shoreside.

A thoughtfully designed, professionally operated tattoo studio could provide meaningful benefits to the local community. Flagler Beach is known for its vibrant, artistic, and tourism-driven culture, and a reputable tattoo business would further enhance that identity. Tattoo studios today are not only places of service but also creative spaces that promote art, self-expression, and local talent.

From an economic standpoint, a new tattoo establishment would contribute to local revenue through business taxes, tourism spending, and job creation. Visitors often seek unique, memorable experiences when traveling, and a high-quality tattoo studio can serve as a distinctive attraction that encourages longer stays and repeat visits.

Additionally, a well-regulated and professionally managed shop prioritizes health, safety, and cleanliness, aligning with community standards while serving residents and visitors responsibly. By providing a safe and reputable option locally, it may also help discourage unregulated or informal services.

Beyond economic benefits, a tattoo studio can become part of the local arts community—collaborating with other small businesses, participating in events, and contributing to the creative character that makes Flagler Beach special.

Sincerely,
Nancy Novotny

631-513-0388

Sent from my iPhone

From: **Lily Martin** lilymartin74@gmail.com
Subject: **Statement of Support**
Date: **May 7, 2026 at 9:06:42 AM**
To: **Shoreside Tattoo** shoresidetattoo@gmail.com

From my experience as a client, Shoreside Tattoo represents professionalism, excellent care, creativity, and strong community values.

Their commitment to maintaining high standards within the industry makes them a valuable business deserving of this opportunity for continued growth.

Expanding to this location would not only allow more people access to their services but would also bring positive business growth and opportunity to the area.

Lily Martin

Sent from my iPhone

From: **Amanda Laub** amanda_laub@yahoo.com
Subject: **Recommendation**
Date: **May 6, 2026 at 5:37:53 PM**
To: **shoresidetattoo@gmail.com**

I cannot recommend Hallie enough—both as a professional shop owner and an incredible artist. From the moment you walk in, you can tell she puts her heart into her business. She has a wonderful way of making the space feel welcoming and festive, constantly updating the decor for the holidays to keep the vibe fresh and fun.

What really sets Hallie apart, though, are the thoughtful touches. She treats her clients with such care, often providing delicious goodie bags that make the whole experience feel like a premium service rather than just an appointment.

As for her work? She is an absolutely amazing tattoo artist. Her skill and attention to detail are top-tier. I've heard rumors that she may be moving her talents beachside, and honestly, I'm so ready for it! Any city would be lucky to have Shoreside Tattoo join their community. If you're looking for high-quality art in a professional, welcoming environment, you can't go wrong with Hallie.

Can't wait for the next session!

Cheers,
Amanda Laub

From: Dorothy Hartmanowski dorothyhxo@gmail.com
Subject: Opening shireside tattoo shop in flagler
Date: May 19, 2026 at 11:30:16 AM
To: shoresidetattoo@gmail.com

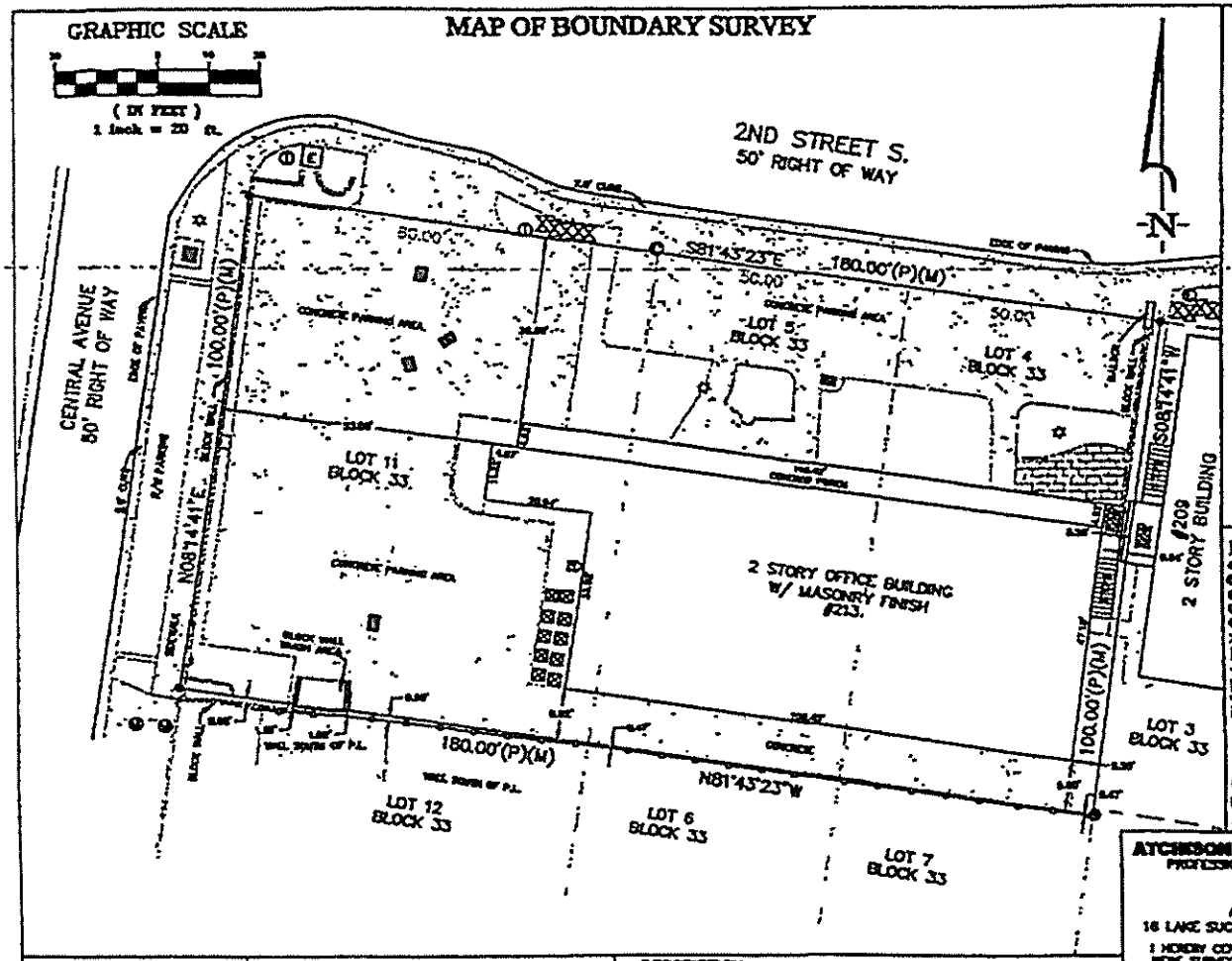
We really hope the board will approve this. We are locals since the 90s and the actual shop in Flager we have avoided because over the years on more than one occasion wanting to get a tattoo there, staff was not the friendliest and it seems like a club. If you're not part of it you are absolutely treated differently. We would love to see another one open here and we would absolutely be clients your work looks great. Also shout out to your dad Rob getting signatures on the beach and spreading the word and fans for us hot folks on the beach! Flagler open it so you make more money too makes sense. Goodluck !!

From: **Ivan Reed** ivangreed@icloud.com
Subject: **Shoreside Tattoo**
Date: **May 22, 2026 at 9:20:45 AM**
To: **shoresidetattoo@gmail.com**

I have been to Shoreside Tattoo several times and it is a completely different experience from any other tattoo shop I have seen.
The atmosphere is bright, inspirational and welcoming.
My experience is that the overwhelming vast majority of tattoo shops are dark and seedy- Shore takes a completely opposite approach. The shop reflects a light and casual "beach vibe" and the work/art feels more celebratory vs rebellious.
I would love to see this approach to tattoo shops expand and be more common.

Regards,
Ivan Reed

MAP OF BOUNDARY SURVEY



SURVEYOR'S NOTES:

1. THIS SURVEY WAS BASED FROM FOUND MONUMENTATION WHICH, IN THIS SURVEYORS OPINION BEST REPRESENTS THE ORIGINAL SURVEY FOR THIS TRACT OF LAND.
2. THIS OFFICE HAS NOT ABSTRACTED THIS PARCEL OF LAND FOR ANY RECORDED CLAIMS OF TITLE, EASEMENTS, OR RESTRICTIONS. THIS SURVEYOR SHALL NOT BE HELD LIABLE FOR THE EXISTENCE OF ANY SUCH CLAIMS.
3. BEARINGS AS SHOWN HEREON HAVE BEEN BASED FROM A BEARING OF S81°43'23"E AS SHOWN FOR THE RIGHT OF WAY OF 2ND STREET S.
4. THE SPECIFIC RIGHTS IMPLIED BY THIS SURVEY ARE NOT TRANSFERABLE.
5. THE MEASUREMENTS FOR THIS SURVEY WERE MADE IN ACCORDANCE WITH THE UNITED STATES STANDARD.
6. THERE MAY EXIST UNDERGROUND UTILITIES ON THE PROPERTY SURVEYED THAT HAVE NOT BEEN LOCATED OR SHOWN HEREON.
7. THIS SURVEYOR HAS REVIEWED THE MAPS ISSUED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY FOR THE NATIONAL FLOOD INSURANCE PROGRAM, AND IT HAS BEEN DETERMINED FROM THESE MAPS THAT THIS PARCEL LIES IN ZONE -E- COMMUNITY PANEL NO. 12035C 0232 -E- DATED 9/08/2018.
8. THIS SURVEY IS NOT VALID UNLESS SIGNED AND EMBOSSED WITH THE SIGNED SURVEYORS SEAL.
9. USE OF THIS SURVEY FOR PURPOSES OTHER THAN THAT WHICH IT WAS INTENDED, WITHOUT WRITTEN VERIFICATION, WILL BE AT THE USER'S SOLE RISK AND WITHOUT LIABILITY TO THE SURVEYOR. NOTHING HEREON SHALL BE CONSTRUED TO GIVE ANY RIGHTS OR BENEFITS TO ANYONE OTHER THAN THOSE THE SURVEY WAS PREPARED FOR.
10. DESCRIPTION PROVIDED BY CLIENT.
11. THIS SURVEY IS BEING PROVIDED SOLELY FOR THE USE OF THE CURRENT PARTIES. NO LICENSE HAS BEEN CREATED, EXPRESSED, OR IMPLIED TO COPY THE SURVEY EXCEPT AS IS NECESSARY IN CONJUNCTION WITH THE ORIGINAL TRANSACTION.
12. UNLESS OTHERWISE NOTED, RECORD AND MEASURED DIMENSIONS AGREE.

LEGEND:

- ● =SET NAIL & DISK LB. 8039
- ● =FOUND #3 REBAR 7872
- ● =FOUND #5 REBAR 2378
- ○ =FOUND 1/2" PIPE NO ID.
- ● =FOUND #3 REBAR 7222
- X =X CUT IN CONCRETE
- ☐ =POOL EQUIPMENT
- ——— =PROPERTY LINE
- WM =WATER METER
- UP =WOOD UTILITY POLE
- EP =ELECTRIC METERS
- T =TELEPHONE PEDESTAL
- =PAVER BLOCKS
- (P)= PLAT DISTANCE
- (M)= FIELD MEASURED
- P.L.= PROPERTY LINE
- E =N GROUND ELECTRIC SERVICE
- =FIRE HYDRANT
- =LINE NOT TO SCALE
- P =PLAT DISTANCE
- CP =COVERED PORCH
- SP =SCREENED PORCH
- =MANHOLE
- =LIGHT POST
- CMP=CORRUGATED METAL PIPE
- =AIR CONDITIONING UNIT
- =CENTER LINE
- =CONCRETE
- CHAIN LINK FENCE=
- PVC FENCE=
- WOOD FENCE=
- =DRAINAGE GRATE
- =IRRIGATION CONTROL VALVE
- =ELECTRIC TRANSFORMER

LAST FIELD DAY: 11/22/22
DRAWN BY: JUSTIN
DATE DRAWN: 11/27/22
CHECKED BY: K.A.A.
SCALE: 1"= 20'
JOB #: 22-419

CERTIFIED TO:
1. PICK ME A WINNER LLC
2. COAST TITLE INSURANCE AGENCY, INC.
3. CHICAGO TITLE INSURANCE COMPANY
4. INTRACOASTAL BANK

DESCRIPTION:
LOTS 4, 5 AND 11, OF BLOCK 33, OF MOODY'S SUBDIVISION, ACCORDING TO THE PLAT OR MAP THEREOF DESCRIBED IN PLAT BOOK 1, PAGE 24, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA.

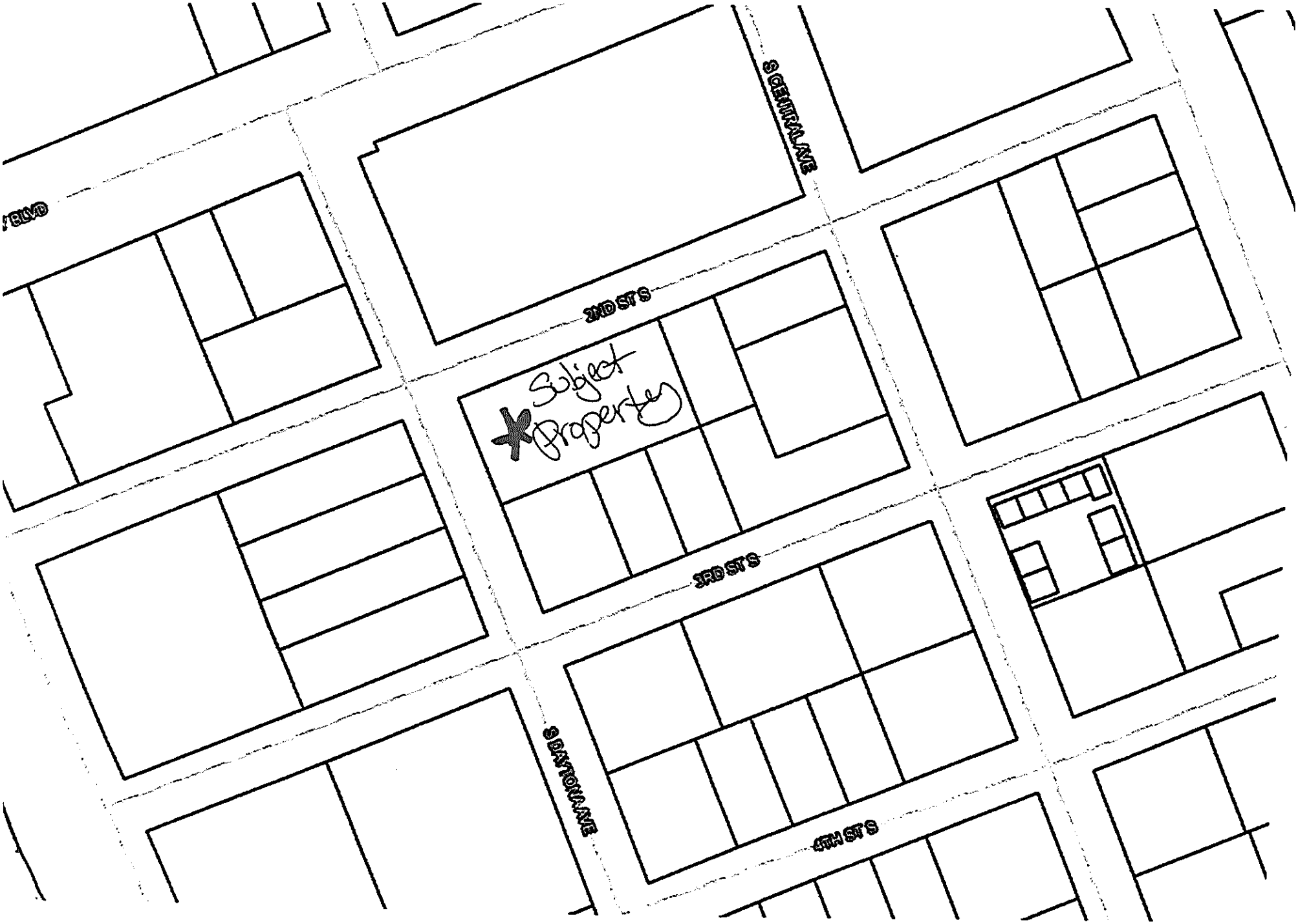
ADDRESS : 213 2ND STREET S. FLAGLER BEACH FLORIDA 32136

ATCHISON SURVEYING & MAPPING INC.
PROFESSIONAL RESIDENTIAL LAND SURVEYING
FLORIDA LB 8039
(386) 597-4705
ATCHISONSURVEY@YAHOO.COM
16 LAKE SUCCESS PLACE PALM COAST FLORIDA 32137

I HEREBY CERTIFY THAT THE LANDS SHOWN HEREON WERE SURVEYED UNDER MY SUPERVISION PURSUANT TO THE STANDARDS OF PRACTICE FOR 5J-17 FLORIDA ADMINISTRATIVE CODE AND SECTION 472-027 OF THE FLORIDA STATUTES.

SEAL

Kimberly A. Atchison
KIMBERLY A. ATCHISON P.S.M. 6984


S CENTRAL AVE
2ND ST S
Subject Property
3RD ST S
S BAYTON AVE
4TH ST S

Observer

PALM COAST OBSERVER; Published Weekly

Palm Coast Flagler County FLORIDA

PUBLISHER'S AFFIDAVIT OF PUBLICATION
STATE OF FLORIDA
COUNTY OF FLAGLER

Before the undersigned authority, Kirsten Fyke, personally appeared, who under oath, says he/she is a registered representative of Palm Coast Observer, a weekly newspaper published at Palm Coast in Flagler County, Florida, that the attached copy of advertisement, being a
Municipal - Public Meeting

in the matter of
CITY OF FLAGLER BEACH NOTICE OF PUBLIC HEARING-Special Exception Application PSPE26-0002

was published in said newspaper by print in the issue(s) of:
May 14, 2026

and by publication on the newspaper's publicly available website, if authorized, on May 14, 2026

Affiant further says that the newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.

Kristin Fyke
(Signature of Affiant)

Sworn to and subscribed before me this
This 14th day of May, 2026.

(Signature of Notary Public)

OFFICIAL SEAL
JESSIE CATHERINE BORN
Notary Public, State of Illinois
Commission No. 991966
My Commission Expires June 06, 2028

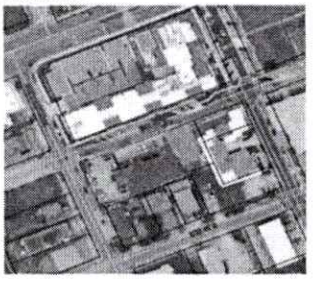
(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally known X or produced identification ____

Type of identification produced _____

CITY OF FLAGLER BEACH
NOTICE OF PUBLIC HEARING

Special Exception Application PSPE26-0002 has been submitted requesting approval to operate a tattoo establishment within the General Commercial (GC) Zoning District, pursuant to Section 2.04.02.8, Zoning Schedule One - Land Use Controls of the City of Flagler Beach Land Development Regulations. The request applies to 213 S. 2nd Street, Unit 9, identified by the Flagler County Property Appraiser as Parcel ID 12-12-31-4500-00330-0040, as shown in Exhibit A. Applicant: Hallie Brooks, Shoreside Tattoo, LLC. Public Hearing is scheduled to be held at City Hall, 105 S. 2nd St. Flagler Beach, Florida as follows:
Planning & Architectural Review Board: Tuesday, June 2, 2026, at 5:30 pm City Commission: Thursday, July 9, 2026, at 5:30 pm or soon thereafter. All interested parties are invited to attend. Please direct any questions to the City of Flagler Beach at 386-517- 2000 ext. 231. The public hearings may be continued to a future date or dates. The times and dates of any continuance of a public hearing shall be announced during the public hearing without any further published notice. If a person decides to appeal any decision made with respect to any matter considered at the above referenced hearings, he/she will need a record of the proceedings. For such purposes, it may be necessary to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. In accordance with the *Americans with Disabilities Act,* persons needing assistance to participate in any of these proceedings should contact the City Clerk's Office at 386-517-2000 Ext. 233 at least 48 hours prior to the meeting. For further information about this request, please call the Planning & Zoning Department at (386) 517-2000 Ext. 231. More detailed information may be inspected by the public at the Planning & Zoning Department, 800 S. Daytona Avenue, Flagler Beach, during office hours.



7763-345623
May. 14. 2026

CR 345623

UNITED STATES POSTAL SERVICE®

Shipment Confirmation Acceptance Notice

A. Mailer Action

Note to Mailer: The labels and volume associated to this form online, **must** match the labeled packages being presented to the USPS® employee with this form.

Shipment Date: 05/11/2026

Shipped From:

Name: CITY OF FLAGLER BEACH

Address: 105 S 2ND ST

City: FLAGLER BEACH

State: FL ZIP+4® 32136

Type of Mail	Volume
Priority Mail Express®*	
Priority Mail®	
First-Class Package Service®	
Returns	
International*	
Other	36
Total	36

*Start time for products with service guarantees will begin when mail arrives at the local Post Office™ and items receive individual processing and acceptance scans.

B. USPS Action

Note to RSS Clerk:
1. Home screen > Mailing/Shipping > More
2. Select Shipment Confirm
3. Scan or enter the barcode/label number from PS Form 5630
4. Confirm the volume count message by selecting Yes or No
5. Select Pay and End Visit to complete transaction

USPS EMPLOYEE: Please scan upon pickup or receipt of mail. Leave form with customer or in customer's mail receptacle.

USPS SCAN AT ACCEPTANCE

9275 0901 1935 6200 0070 6733 70

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Check type of mail or service

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1.	**9214 8901 9403 8373 1679 75**	12-12-31-4500-00490-0070 HING WONG FAT CORP & LWS REALTY LLC 146 PALM COAST RESORT UNTI 804 PALM COAST FL 32137	0.57	5.30								2.82			
2.	**9214 8901 9403 8373 1679 82**	12-12-31-4500-00500-0040 PETKOVSEK DAVID P & DEBORAH A TRUSTEES 307 N 12TH STREET FLAGLER BEACH FL 32136	0.57	5.30								2.82			
3.	**9214 8901 9403 8373 1679 99**	12-12-31-4500-00510-0150 RASPBERRY HILL LLC PO BOX 6962 COLORADO SPRINGS CO 80934	0.57	5.30								2.82			
4.	**9214 8901 9403 8373 1680 02**	12-12-31-4500-00490-0050 ISLAND INVESTMENTS OF PC LLC 300 PALM COAST PKWY NE PALM COAST FL 32137	0.57	5.30								2.82			
5.	**9214 8901 9403 8373 1680 19**	12-12-31-4500-00490-0020 FLAGLER FISH COMPANY OF 5 LLC 180 S DAYTONA AVE FLAGLER BEACH FL 32136	0.57	5.30								2.82			
6.	**9214 8901 9403 8373 1680 26**	12-12-31-4500-00490-0010 D2S PROPERTIES LLC 212 SEA TURTLE WAY ST AUGUSTINE FL 32084	0.57	5.30								2.82			
7.	**9214 8901 9403 8373 1680 33**	12-12-31-4500-00500-0010 BARWICK BANKING COMPANY 101 MARINA COVE DRIVE SAINT AUGUSTINE FL 32080	0.57	5.30								2.82			
8.	**9214 8901 9403 8373 1680 40**	12-12-31-4500-00500-0020 BARNHILL THEODORE M JR & MARJORIE V TRUSTEES PO BOX 390 FLAGLER BEACH FL 32136	0.57	5.30								2.82			

Handling Charge - if Registered and over $50,000 in value

Adult Signature Required

Adult Signature Restricted Delivery

Restricted Delivery

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Special Handling

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9.	9214 8901 9403 8373 1680 57	12-12-31-4500-00500-0030 SOUTHERN BELL TEL & TEL ATTN: PROPERTY TAX DEPT 1010 PINE 9E-L-01 ST LOUIS MO 63101	0.57	5.30								2.82			
10.	9214 8901 9403 8373 1680 64	12-12-31-4500-00510-0010 MH PARSONS & SONS LUMBER CO INC 50 WOODRIDGE RD YORK ME 03909	0.57	5.30								2.82			
11.	9214 8901 9403 8373 1680 71	12-12-31-4500-00330-0040 FAITH IN CHRISTMAS MIRACLES LLC 180 S DAYTONA AVE FLAGLER BEACH FL 32136	0.57	5.30								2.82			
12.	9214 8901 9403 8373 1680 88	12-12-31-4500-00330-0120 BARNHILL THEODORE M & MARJORIE C TRUSTEES & THEODORE MCCOY BARNHILL JR TRUSTEE PO BOX 390 FLAGLER BEACH FL 32136	0.57	5.30								2.82			
13.	9214 8901 9403 8373 1680 95	12-12-31-4500-00320-0110 LIBRETTI ANTHONY J & MICHELLE L LIBRETTI H&W 560 SHEARWOOD DR FLAGLER BEACH FL 32136	0.57	5.30								2.82			
14.	9214 8901 9403 8373 1681 01	12-12-31-4500-00330-0060 BARNHILL THEODORE M JR & MARJORIE V H&W PO BOX 390 FLAGLER BEACH FL 32136	0.57	5.30								2.82			
15.	9214 8901 9403 8373 1681 18	12-12-31-4500-00330-0070 STRICKLAND BETTY JO PO BOX 550 BUNNELL FL 32110	0.57	5.30								2.82			
16.	9214 8901 9403 8373 1681 25	12-12-31-4500-00330-0030 FLAGLER COUNTY HOLDINGS LLC 408 S CENTRAL AVE FLAGLER BEACH FL 32136	0.57	5.30								2.82			

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17.	9214 8901 9403 8373 1681 32	12-12-31-4500-00320-0030 S E CLINE HOLDING COMPANY PO BOX 262 FLAGLER BEACH FL 32136	0.57	5.30								2.82			
18.	9214 8901 9403 8373 1681 49	12-12-31-4500-00330-0080 FOX WAVE HOLDINGS LLC 72 HERNANDEZ AVENUE PALM COAST FL 32137	0.57	5.30								2.82			
19.	9214 8901 9403 8373 1681 56	12-12-31-4500-00320-0060 GOODEMOTE LARRY S & SUZANNE K TRUSTEES 132 LANTANA AVE FLAGLER BEACH FL 32136	0.57	5.30								2.82			
20.	9214 8901 9403 8373 1681 63	12-12-31-4500-00330-0010 CENTRAL MARKET FLAGLER LLC PO BOX 390 FLAGLER BEACH FL 32136	0.57	5.30								2.82			
21.	9214 8901 9403 8373 1681 70	12-12-31-4500-00330-0020 CENTRAL MARKET FLAGLER LLC PO BOX 390 FLAGLER BEACH FL 32136	0.57	5.30								2.82			
22.	9214 8901 9403 8373 1681 87	12-12-31-4500-00320-0070 LOTSEVEN LLC 12 OLD W LAKE DR MONTAUK NY 11954	0.57	5.30								2.82			
23.	9214 8901 9403 8373 1681 94	12-12-31-4500-00320-0080 SOUTHERN TIER LAND & CATTLE COMPANY INC 107 RIDLEY AVE LAGRANGE GA 30240	0.57	5.30								2.82			
24.	9214 8901 9403 8373 1682 00	12-12-31-4500-00500-0050 BARNHILL THEODORE MCCOY & MARJORIE V H&W PO BOX 390 FLAGLER BEACH FL 32136	0.57	5.30								2.82			

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25.	**9214 8901 9403 8373 1682 17**	12-12-31-5122-00010-0020 HOFFMAN THOMAS C & PATRICIA E HOFFMAN H&W 6246 DAVON COURT LOVELAND OH 45140	0.57	5.30								2.82			
26.	**9214 8901 9403 8373 1682 24**	12-12-31-5122-00020-0070 ROMEROS CONDOS BY THE SEA LLC 187 ERIC DRIVE PALM COAST FL 32164	0.57	5.30								2.82			
27.	**9214 8901 9403 8373 1682 31**	12-12-31-5122-00020-0080 WOLF PROPERTY PARTNERS LLC 156 LUCKY DR ORMOND BEACH FL 32176	0.57	5.30								2.82			
28.	**9214 8901 9403 8373 1682 48**	12-12-31-5122-00020-0090 ZERO DEGREEZ LLC 116 LEHIGH AVENUE FLAGLER BEACH FL 32136	0.57	5.30								2.82			
29.	**9214 8901 9403 8373 1682 55**	12-12-31-5122-00020-0120 GERLING SPORTS MARKETING INC 33 BULOW WOODS CIR FLAGLER BEACH FL 32136	0.57	5.30								2.82			
30.	**9214 8901 9403 8373 1682 62**	12-12-31-5122-00000-0001 PLAZA CARIBE' CONDOMINIUM C/O: FLORIDA PROPERTY MANAGEMENT SERVICE 301 S CENTRAL AVE FLAGLER BEACH FL 32136	0.57	5.30								2.82			
31.	**9214 8901 9403 8373 1682 79**	12-12-31-5122-00010-0010 SMITH ELLIS C 107 RIDLEY AVENUE LAGRANGE GA 30240	0.57	5.30								2.82			
32.	**9214 8901 9403 8373 1682 86**	12-12-31-5122-00010-0030 REIDEMEISTER CARL & KATHERINE 418-2 HAMBURG ROAD LYME CT 06371	0.57	5.30								2.82			

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33.	9214 8901 9403 8373 1682 93	12-12-31-5122-00010-0040 FLAGLER JUST ONE MORE LLC 330 N 11TH STREET FLAGLER BEACH FL 32136	0.57	5.30								2.82			
34.	9214 8901 9403 8373 1683 09	12-12-31-4500-00320-0010 LEAPWOOD PROPERTIES LLC 1751 CAMP SOUTH MOON ASTOR FL 32102	0.57	5.30								2.82			
35.	9214 8901 9403 8373 1683 16	12-12-31-4500-00340-0000 SUN PARTNERS LLC 45 SETON TRAIL ORMOND BEACH FL 32176	0.57	5.30								2.82			
36.	9214 8901 9403 8373 1683 23	12-12-31-4500-00320-0100 FORTNEY TERI L PO BOX 653 FLAGLER BEACH FL 32136	0.57	5.30								2.82			

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Staff Report

City Commission Regular Meeting

July 9, 2026

To:	City Commission
From:	R.J. Santore, Commissioner
Meeting Date:	July 9, 2026
Item Name:	Ordinance 2026-14. An Ordinance of the City of Flagler Beach, Florida, submitting to the electors of Flagler Beach a proposed amendment to the Charter of the City of Flagler Beach; providing ballot title, summary and text for the proposed amendment; providing directions to the City Clerk; providing for severability; providing for an effective date for approved amendments; providing for an effective date for the Ordinance (First Reading).

Background:

During the discussion and public hearings to adopt Ordinance 2025-28 approving the sale of the property known as Ocean Palm Golf Course, deed restrictions were agreed upon. The deed restrictions limit the use of the property to a golf course, golf clubhouse, clubhouse restaurant, and related golf recreational uses and events that are consistent with uses common for a golf course and golf clubhouse.

The deed restriction is only terminable by a unanimous vote of the City Commission. Concerns arose that an ordinance could be adopted that would amend the deed restriction from a unanimous vote to a majority vote. A Charter amendment was proposed to further secure the use of the property. Presented is an Ordinance approving a referenda item to amend the Charter to include the requirement for a unanimous vote of the Commission to amend the deed restriction, i.e.: the use of the property. The referenda item, if approved by the voters at the November 03, 2026, General Election, can not be changed unless approved by the electors.

To qualify as a referenda item on the November 03, 2026, General Election Ballot, this Ordinance must be adopted and delivered to the Flagler County Supervisor of Elections before the deadline of August 07, 2026.

Fiscal Impact:

Since this is a county-wide election, assessment of fees from the Supervisor of Elections generally does not apply unless the City's referenda item pushes the ballot to an additional page. If this occurs, the City will be invoiced for the printing of the additional ballot page and

the additional postage fees for sample ballots and vote by mail. The rough estimate of that cost, if it applies, is between $2,000 and $3,000. The variables are the number of electors and the number of requests for vote by mail.

Another expense would be the required advertisement the 3rd and 5th week prior to the election. These are legal display ads in the Observer with an average cost of $175 to $250 each depending on character count.

Staff Recommendation:
Staff recommends approval of Ordinance 2026-14 (First Reading).

Attachments:
1. Charter Ordinance 2026-14

ORDINANCE NO. 2026-14

AN ORDINANCE OF THE CITY OF FLAGLER BEACH, FLORIDA, SUBMITTING TO THE ELECTORS OF FLAGLER BEACH A PROPOSED AMENDMENT TO THE CHARTER OF THE CITY OF FLAGLER BEACH; PROVIDING BALLOT TITLE, SUMMARY AND TEXT FOR THE PROPOSED AMENDMENT; PROVIDING DIRECTIONS TO THE CITY CLERK; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE FOR APPROVED AMENDMENTS; PROVIDING FOR AN EFFECTIVE DATE FOR THE ORDINANCE.

WHEREAS, the City entered a purchase and sale agreement with Ocean Palms Golf Club, LLC, for the sale of the property known as the Ocean Palm Golf Course; and

WHEREAS, as part of that transaction, the parties have agreed to a deed restriction providing:

> Grantee acknowledges that Grantor is conveying the Property to Grantee for use exclusively as a golf course open to the general public. The parties acknowledge and agree that Grantee may also operate on the Property as a golf clubhouse, a clubhouse restaurant, related golf recreational uses and event, and uses and events that are consistent with uses common for a golf course and golf clubhouse in the State of Florida (the "Golf Ancillary Uses"). The Property shall not be used for any other purpose not contemplated herein. If at any time the Property shall cease to be used as a golf course open to the general public or if at any time the Property shall be used in a manner inconsistent with the allowed Golf Ancillary Uses, title to the Property shall revert to the Grantor and the Grantor shall have the right to take all lawful steps to re-enter and repossess the Property. The foregoing restriction can be amended or terminated only by the unanimous consent of the City Commission of the City of Flagler Beach and the consent of the Grantee; and

WHEREAS, in order to further effectuate the intent of the deed restriction, the City Commission proposes an amendment to the City Charter reinforcing the requirement that any termination or amendment of the deed restriction be approved by the unanimous vote of the City Commission; and

WHEREAS, Section 166.031, Florida Statutes, provides that the governing body of a municipality may, by ordinance, submit to the electors of said municipality proposed amendments to its charter, which amendments may be to any part or to all of its charter except that part describing the boundaries of such municipality; and

WHEREAS, the City Commission finds it to be in the best interests of its citizens to submit said proposed charter amendments to the voters at the next general election.

NOW, THEREFORE, BE IT ORDAINED by the City Commission of the City of Flagler Beach, Florida, as follows:

Section 1. The City Commission of the City of Flagler Beach, pursuant to Section 166.031, Florida Statutes, hereby proposes and approves an amendment to the Charter of the City of Flagler Beach, which proposed amendment and the complete text thereof, as amended, is set forth in Section 2 below. The text of the amendments reflects the proposed changes by showing additions with underlining and deletions with ~~strike-through~~ type. Such election shall be held in conformity with the laws of the State of Florida and the ordinances of the City of Flagler Beach now in force relating to elections in the City of Flagler Beach. The Supervisor of Elections of Flagler County is hereby requested to coordinate all matters to said referendum election with the City Clerk. The proposed charter amendments shall be submitted to the voters at the November 3, 2026 election.

Section 2. The ballot titles, questions, summaries, and proposed charter changes are as follows:

City Charter Amendment Related to Golf Course Deed Restriction:

Shall the Flagler Beach Charter be amended to provide that any termination or amendment of the deed restriction related to the sale of the property known as the Ocean Palm Golf Course shall require a unanimous vote of the City Commission?

_____ **YES**

_____ **NO**

Full Text to be Added:

Section 6.02. – Unanimous Vote Required to Terminate or Amend Golf Course Deed Restriction.

Pursuant to that certain deed granted to Ocean Palms Golf Club, LLC by the City of Flagler Beach on Jun 15, 2026 and recorded with Instrument # 2026025365, the real property transferred therein (the "Subject Property") is subject to a deed restriction and reversionary interest providing that the Subject Property shall be used exclusively as a golf course open to the general public and ancillary uses and events that are consistent with uses common for a golf course and golf clubhouse in the State of Florida (the "Deed Restriction"). Said restriction provides it may only be amended or terminated with the unanimous consent of the Commission.

Said restriction is hereby incorporated into this Charter and no amendment or termination

of the deed restriction shall be valid or enforceable unless first approved by a unanimous vote of the Commission

Section 3. The City Clerk is hereby directed to ensure that all advertising, translation and notice requirements are complied with and to coordinate all activities necessary to conduct the referendum election called for in Section 1 of this Ordinance with the Supervisor of Elections for Flagler County.

Section 4. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portion hereto. Further, the lack of approval by a majority of electors of one or more separate amendments to this Charter, as set forth in Section 2 herein, shall not be deemed to affect the validity of any amendments that may be approved by a majority of the electors.

Section 5. All ordinances and Charter provisions, or parts of ordinances and Charter provisions in conflict herewith are hereby repealed.

Section 6. This Ordinance shall take effect immediately upon its final passage and adoption. The revised Charter provisions proposed for approval in this Ordinance shall become effective upon their approval at a referendum election of the electors of the City of Flagler Beach in accordance with Section 166.031, Florida Statutes. If the electors reject an amendment, the rejected amendment shall not take effect.

PASSED ON FIRST READING THIS _____ DAY OF _____, 2026.
PASSED AND ADOPTED THIS _____ DAY OF _____, 2026.

CITY OF FLAGLER BEACH, FLORIDA
CITY COMMISSION

_____

Patti King, Mayor

ATTEST:

_____
Penny Overstreet, City Clerk