


MEMORANDUM

TO: Mayor Strickland and City Council Members

FROM: Paul Johnson – Public Works Director 

DATE: May 13, 2008

SUBJECT: Resolution 479-08 Contract Award – Orange City South Water Treatment Plant project

STRATEGIC PLAN TRACKING NO: 07-G4-OB-2, 3

PURPOSE

The purpose of this Resolution is to obtain City Council approval and authorization of the City Manager to enter into an agreement with Masci Corporation for the purpose of upgrading Orange City's South Water Treatment Plant thereby increasing plant capacity as identified in the Utilities Ten Year Master Plan and Capacity Analysis Study. This will be accomplished by upgrading technology and treatment components, increasing storage capacity, and constructing a well house and associated pumps and piping for potable water wells number 8 and 9.

BACKGROUND

As outlined in our Utilities Ten Year Master Plan, improvements to our distribution system are necessary in order for Orange City Utilities to continue to serve the needs of its customers and provide adequate capacity for future development. With the two new schools due to open this year and next year, it is essential to increase our storage and production capacity so we can provide adequate water flow in the case of a fire emergency. Also, by bringing wells 8 and 9 into service, we will increase the amount of water we can produce on a daily basis which will allow us to serve future development and provide supplemental water to Volusia County Utilities should they request it.

This project has been advertised for bidding on two separate occasions. The first advertisement netted only two responses. Both of the bids we received came in at an amount that was higher than the engineers estimated cost. The low bidder quoted a cost of \$1,331,350. After careful review of the bid responses and concurrence with the City Engineer, staff opted to reject all (both) bids. We re-advertised for bids with a closing date of March 6, 2008. That bid request resulted in five responses with a low bid of \$947,000 by Masci Corporation. By rejecting the original bids and re-bidding, we were able to reduce the cost of this project by \$384,350.

Although the project was bid as a single project, due to budget constraints, staff recommends "splitting" the project into two phases. Phase I would encompass the majority of the project including well house, pumps, electrical work, chemical feed systems, and necessary pipe work

and will be at a cost of \$587,000. Phase II would cover the construction of the new ground storage tank at a cost of \$360,000. The Notice to Proceed for Phase I would be issued this fiscal year (prior to September 30, 2008) with the Notice to Proceed for Phase II to be issued after October 1, 2008. (Next fiscal year). Masci Corporation has agreed to accept these terms as a condition of award for the overall project.

As Masci Corporation was the responsible low bidder, staff recommends the project be awarded to them.

RECOMMENDATION

That City Council authorize the City Manager to enter into an agreement with Masci Corporation so we can move forward to completion of this project.

RESOLUTION NO. 479-08

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ORANGE CITY, FLORIDA, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH MASCI CORPORATION; REPEALING ALL RESOLUTIONS OR PARTS OF RESOLUTIONS IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Orange City utilities is in need of expanding its potable water production capability, and

WHEREAS, the City Council of the City of Orange City has adopted a goal of being recognized for First Class City Services with the objective of better quality City facilities and equipment as well as an upgraded water system, and

WHEREAS, connection of two wells and construction of a new ground storage tank will facilitate the necessary expanded production capability, and

WHEREAS, Masci Corporation has agreed to complete the project in two phases with Phase I commencing prior to September 30, 2008 at a cost of \$587,000 and Phase II beginning after October 1, 2008 at a cost of \$360,000, and

WHEREAS, the City Council of the City of Orange City wish to authorize the City Manager to enter into an Agreement between the City of Orange City and Masci Corporation

NOW, THEREFORE, BE IT RESOLVED AND ENACTED BY THE CITY COUNCIL OF THE CITY OF ORANGE CITY, FLORIDA:

SECTION 1. The City Council of the City of Orange City, Florida, hereby authorizes the City Manager to enter into an agreement between the City of Orange City and Masci Corporation.

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

SECTION 3. That this resolution shall take effect immediately upon its adoption by the City Council of the City of Orange City, Florida.

ROLL CALL VOTE AS FOLLOWS (Resolution No. 479-08):

Jim Mahoney	_____	Donald C. Sherrill	_____
Donald Sandford	_____	Tom Abraham	_____
Tom Laputka	_____	Jeff H. Allebach, Vice Mayor	_____

Harley Strickland, Mayor _____

ADOPTED THIS _____ DAY OF _____, 2008.

ATTEST:

AUTHENTICATED:

Deborah J. Renner, CMC, City Clerk

Harley Strickland, Mayor

This Resolution approved
as to form and legal sufficiency:

W. E. Reischmann, City Attorney

Bid Tabulation
for
City of Orange City
Orange City South Water Treatment Plant Project

FIRST

Bid Date: September 12, 2007

Item	Description	Unit	Quantity	Engineer's Estimate	Masci Corp.	McMahan Construction
1	Mobilization/Demobilization	LS	1	\$30,000.00	\$15,000.00	\$70,000.00
2	General Requirements	LS	1	\$25,000.00	\$15,000.00	\$43,000.00
3	Indemnification	LS	1	\$1,000.00	\$1,000.00	\$1,000.00
4	Site Work	LS	1	\$125,000.00	\$133,150.00	\$145,000.00
5	Yard Piping	LS	1	\$60,000.00	\$233,000.00	\$80,000.00
6	Ground Storage Tank	LS	1	\$400,000.00	\$432,000.00	\$450,000.00
7	Sodium Hypochlorite System	LS	1	\$30,000.00	\$66,000.00	\$100,000.00
8	Well Building and Chem Feed	LS	1	\$100,000.00	\$134,000.00	\$95,000.00
9	Well Pumps	LS	1	\$100,000.00	\$85,100.00	\$90,000.00
10	Electrical and Instrumentation	LS	1	\$200,000.00	\$90,100.00	\$170,000.00
11	Raw Water Main	LS	1	\$60,000.00	\$70,000.00	\$195,000.00
12	All Other Items	LS	1	\$113,100.00	\$65,000.00	\$10,000.00
TOTAL LUMP SUM BID (ITEMS 1-12)				\$1,244,100.00	\$1,331,350.00	\$1,449,000.00

Bid Tabulation
for
City of Orange City
Orange City South Water Treatment Plant Project

RE-BID Bid Date: March 8, 2008

Item	Description	Unit	Quantity	Mescal Corp.	Concrete Contractors	Brandes Design/Build	Wharton Smith	Mehlman Construction
1	Mobilization/Demobilization	LS	1	\$44,000.00	\$50,100.00	\$40,000.00	\$50,000.00	\$40,000.00
2	General Requirements	LS	1	\$13,600.00	\$15,450.00	\$80,000.00	\$77,000.00	\$40,000.00
3	Indemnification	LS	1	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00
4	Site Work	LS	1	\$22,200.00	\$28,700.00	\$80,000.00	\$65,000.00	\$100,000.00
5	Yard Piping	LS	1	\$86,200.00	\$34,800.00	\$100,000.00	\$42,000.00	\$80,000.00
6	Ground Storage Tank	LS	1	\$380,000.00	\$387,850.00	\$380,000.00	\$370,000.00	\$420,000.00
7	Sodium Hypochlorite System	LS	1	\$30,000.00	\$81,500.00	\$30,000.00	\$90,000.00	\$60,000.00
8	Well Building and Chem Feed	LS	1	\$125,000.00	\$63,700.00	\$90,000.00	\$140,000.00	\$70,000.00
9	Well Pumps	LS	1	\$85,000.00	\$181,900.00	\$120,000.00	\$85,000.00	\$80,000.00
10	Electrical and Instrumentation	LS	1	\$150,000.00	\$193,100.00	\$180,000.00	\$170,000.00	\$189,000.00
12	All Other Items	LS	1	\$9,000.00	\$4,700.00	\$53,000.00	\$12,000.00	\$9,000.00
TOTAL LUMP SUM BID (ITEMS 1-12)				\$947,000.00	\$1,042,600.00	\$1,174,000.00	\$1,072,000.00	\$1,089,000.00

MASCI CORPORATION

GENERAL CONTRACTORS

5752 S. RIDGEWOOD AVE. PORT ORANGE, FL 32127

Tel (386) 322-4500 : FAX (386) 322-4600

May 7, 2008

Mr. Paul Johnson
Public Works Director
City of Orange City
205 East Graves Avenue
Orange City, FL 32763
VIA FACIMILE: (386) 775-5448

RE: City of Orange City
Orange City South Water Treatment
Improvements Project

Dear Mr. Johnson;

This letter is in reference to the project mentioned above. We will accept the contract as a two phase contract. Phase one to include the following:

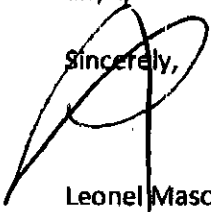
- Mob/Dem, General Requirements, Indemnification, Site Work, Yard Piping, Sodium Hypochlorite System, Well Pump Building including Chemical Feed System, Well Pumps, Electrical & Instrumentation, Raw Water Main, and All other work for a total of Five hundred eighty seven thousand dollars (\$587,000.00).

Phase two to include the following:

- 0.5 MG Ground Storage Tank for a total Three hundred sixty thousand dollars (\$360,000.00) which we will begin in October, 2008.

If accepted by the City of Orange City, please forward the contract and bond forms. If you should have any questions, please feel free to contact us.

Sincerely,



Leonel Masci
President

SECTION 00500

AGREEMENT

THIS AGREEMENT made and entered into this ____ day of _____ 20__, by and between the City of Orange City, Florida, (hereinafter called the OWNER) and Masci Corporation (hereinafter called CONTRACTOR);

WITNESSETH:

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1 - SCOPE OF WORK

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

PHASE I:

- Two Well Pumps
- Well House
- Chlorination System
- Instrumentation and Controls
- Yard Piping, Valves and Appurtenances
- Connection of Raw Water Main

PHASE II

- 500,000 Gallon Ground Storage Tank

ARTICLE 2 - ENGINEER

The Project has been designed by Hartman & Associates, Inc., whose address is 201 E. Pine Street, Suite 1000, Orlando, Florida, 32801, who is hereinafter called ENGINEER, and who will assume all duties and responsibilities and will have the rights and authority assigned to the ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents. The City retains its right to obtain the services of another engineer at its sole discretion.

ARTICLE 3 - CONTRACT TIME

- 3.1 The Work will be substantially completed within two-hundred ten (210) days after the date when the Contract Times commence to run as provided in Paragraph 2.3

of the General Conditions, and completed and ready for final payment in accordance with Paragraph 14.13 of the General Conditions within ninety (90) days after the date when the Contract Times commence to run.

- 3.2 **Liquidated Damages.** OWNER and CONTRACTOR recognize that **TIME IS OF THE ESSENCE** of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in paragraph 3.1 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense and difficulties in proving the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty), CONTRACTOR shall pay OWNER two-hundred dollars (\$200.00) for each day that expires after the time specified in paragraph 3.1 for Substantial Completion until the Work is substantially complete. This amount represents an estimate of OWNER's damages for loss of use and administrative costs associated with delay. After Substantial Completion, if CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the time specified in paragraph 3.1 for completion and readiness or fail to complete the remaining Work within the time specified in paragraph 3.1 for completion and readiness for final payment or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER two-hundred dollars (\$200.00) for each day that expires after the time specified in paragraph 3.1 for completion and readiness for final payment. This amount represents an estimate of OWNER's damages for loss of use and administrative costs associated with delay.

ARTICLE 4- CONTRACT PRICE

- 4.1 OWNER shall pay CONTRACTOR for performance of the Work in accordance with the Contract Documents in current funds at the lump sum or unit prices as presented in the Bid Form, which is incorporated herein and made a part hereof by this reference. (Prices noted as base bid)

Total of prices Phase I:	Five hundred eighty seven thousand dollars	\$587,000.00
Total Price Phase II:	Three hundred sixty thousand dollars	\$360,000.00
Total all prices:	Nine hundred forty seven thousand dollars	\$947,000.00
(Base Bid from bid presented)	(use words)	(figures)

- 4.2 The parties expressly agree that the Contract Price is a stipulated sum, except with regard to those items in the Bid which are subject to unit prices. As provided in paragraph 11.9 of the General Conditions estimated quantities are not guaranteed and determinations of actual quantities and classification are to be made by ENGINEER as provided in paragraph 9.10 of the General Conditions.

ARTICLE 5- PAYMENT PROCEDURES

- 5.1 CONTRACTOR shall submit Applications for Payment in accordance with the Contract Documents. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.
- 5.2 Progress Payments; Retainage. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR'S monthly Applications for Payment, as recommended by the ENGINEER, which shall be submitted by the CONTRACTOR between the first (1st) and the tenth (10th) day after the end of each calendar month for which payment is requested. All progress payments will be made on the basis of the progress of the Work completed.
- 5.3 Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below, but in each case, less the aggregate of payments previously made and less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with paragraph 14.7 of the General Conditions.
- 5.3.1 Ninety percent (90%) of the value of Work completed, with the balance being retainage.
- 5.3.2 Ninety percent (90%), with the balance being retainage of the value of materials and equipment not incorporated in the Work, but delivered, suitably stored and accompanied by documentation satisfactory to OWNER as provided in paragraph 14.2 of the General Conditions.
- 5.3.3 Upon Substantial Completion, the Owner may, at his option, increase total payments to CONTRACTOR to ninety five percent (95%) of the Contract Price, with the balance being retainage, less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with paragraph 14.7 of the General Conditions.
- 5.4 Final Payment. Upon final completion of the Work in accordance with Paragraph 14.13 of the General Conditions, as supplemented, OWNER shall pay CONTRACTOR an amount sufficient to increase total payments to one-hundred percent (100%) of the Contract Price. However, not less than two percent (2%) of the Contract Price shall be retained until Contract Closeout is completed as specified in Section 01700 and all Record Drawings, specifications, addenda, modifications and shop drawings, including all manufacturers instructional and parts manuals are delivered to and accepted by the ENGINEER.

ARTICLE 6 - CONTRACTOR'S REPRESENTATIONS

In order to induce OWNER to enter into this Agreement, CONTRACTOR makes the following representations:

- 6.1 **CONTRACTOR has examined and carefully studied the Contract Documents (including the Addenda listed in Article 7) and the other related data identified in the Bidding Documents including "technical data."**
- 6.2 **CONTRACTOR has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the Work.**
- 6.3 **CONTRACTOR is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.**
- 6.4 **CONTRACTOR has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in paragraph 4.2.1 of the General Conditions. CONTRACTOR accepts the determination set forth in paragraph SC-4.2 of the Supplementary Conditions of the extent of the "technical data" contained in such reports and drawings upon which CONTRACTOR is entitled to rely as provided in paragraph 4.2 of the General Conditions. CONTRACTOR acknowledges that such reports and drawings are not Contract Documents and may not be complete for CONTRACTOR's purposes. CONTRACTOR acknowledges that OWNER and ENGINEER do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the site. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto. CONTRACTOR does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents.**
- 6.5 **CONTRACTOR 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 Contract Documents.**

- 6.6 CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.
- 6.7 CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities or discrepancies that CONTRACTOR has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 7 - CONTRACT DOCUMENTS

The Contract Documents which comprise the entire Agreement between the OWNER and CONTRACTOR are attached to this Agreement, are made a part hereof and consist of the following:

- 7.1 This Agreement (Section 00500) (pages 1 to 7, inclusive).
- 7.2 Exhibits to this Agreement (No Exhibits).
- 7.3 Performance Bond, Payment Bond and Certificates of Insurance (Sections 00610, 00620 and 00650, respectively).
- 7.4 Notice of Award and Notice to Proceed (Sections 00841 and 00842, respectively).
- 7.5 General Conditions (Section 00700) as amended by the Supplementary Conditions.
- 7.6 Supplementary Conditions (Section 00800).
- 7.7 Project Manual bearing the general title: The City of Orange City, Florida, Orange City South Water Treatment Plant Improvement Project.
One (1) Volume, Division 0 through 16.
- 7.8 Drawings consisting of a cover sheet and sheets numbers 1 through 37, inclusive with each sheet bearing the following general title:
- Orange City South Water Treatment Plant Improvement Project
- 7.9 Addenda numbers __ through __, inclusive (No. Addenda).
- 7.10 The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Written Amendments and other

documents amending, modifying or supplementing the Contract Documents pursuant to paragraphs 3.5 and 3.6 of the General Conditions.

- 7.11 Bid Form (Section 00300) (Pages 1 to 12, inclusive) and all documents attached to and made a condition of the Bid.

There are no Contract Documents other than those listed above in this Article 7. The Contract Documents may only be altered, amended, or repealed in accordance with Article 3 of the General Conditions as modified in the Supplementary Conditions.

ARTICLE 8 - MISCELLANEOUS

- 8.1 OWNER and CONTRACTOR each binds himself, his partners, successors, assigns and legal representatives to the other party hereto, his partners, successors, assigns or legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.
- 8.2 Terms used in this Agreement, which are defined in Article 1 of the General Conditions, shall have the meanings indicated in the General Conditions, as modified in the Supplementary Conditions.

ARTICLE 9 - GOVERNING LAW

This Agreement shall be governed by the laws of the State of Florida. Both parties agree that the courts of the State of Florida shall have jurisdiction of any claim arising in connection with this Agreement. In the event of litigation arising out of this Agreement, the prevailing party shall be entitled to the award of attorney's fees and costs at both the trial and appellate level.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement in triplicate. One counterpart each has been delivered to OWNER, CONTRACTOR and ENGINEER. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or identified by ENGINEER on their behalf.

This Agreement will be effective on _____, 20____.

OWNER: City of Orange City, Florida

CONTRACTOR: Masci Corporation

BY: _____

BY: _____

NAME: _____
(type)

NAME: _____
(type)

TITLE: City Manager

TITLE: _____

ATTEST: _____

ATTEST: _____

NAME: _____
(type)

NAME: _____
(type)

Address for giving notices:

Address for giving notices:

205 East Graves Avenue
Orange City, Florida 32763

Approved as to form and correctness:

_____ 20 _____

Florida State Contractor's
License No. _____

City Attorney

END OF SECTION

SECTION 00841

NOTICE OF AWARD FORM

MASCI CORPORATION
5752 S. RIDGEWOOD AVE.
HARBOR OAKS, FL 32127
(Contractor)

Date: _____

**Project: City of Orange City
Orange City South Water Treatment Plant Improvement Project**

Date of Bid Opening: March 6, 2008

You are notified that your bid dated March 6, 2008, for the above Contract has been considered and the OWNER, expects to award you a contract for:

Orange City South Water Treatment Plant Improvements
(Indicate total Work, Alternates or Sections of Work Awarded)

The Contract Price of your contract is

Nine Hundred Forty Seven Thousand Dollars (\$ 947,000.00)

To be divided into two Phases

Phase I at Five Hundred Eighty Seven Thousand dollars (\$587,000.00)

Phase II at Three Hundred Sixty Thousand Dollars (\$360,000.00)

3 (3) copies of each of the following proposed Contract Documents (except Project Manual and Drawings) accompany this Notice of Award:

- Agreement Between Owner and Contractor
- Performance Bond
- Payment Bond
- Notice of Award

You must comply with the following conditions precedent to the award of the contract within ten (10) days of the date of the Notice of Award, that is by _____.

1. You must deliver to the OWNER Three (3) fully executed counterparts of the Agreement.
2. You must deliver with the executed Agreement three (3) completed original documents with original signatures on the Payment and Performance Bond in the form specified in the Bidding Documents.
3. You must provide in writing the correct name and address of the surety which is providing the Payment and Performance Bonds and the correct name and address of the surety's resident agent for service of process in Florida.
4. You must deliver with the executed Agreement three (3) completed, with original signatures, Certificates and Endorsements of Insurance in the form specified in the Bidding Documents.

Failure to comply with these conditions within the time specified will entitle the OWNER to consider your Bid abandoned, to annul this Notice of Award, and to declare your Bid Security forfeited.

Within ten (10) days after you comply with these conditions, the OWNER will return to you one (1) fully signed counterpart of the Agreement with the Contract Documents attached.

OWNER:

ACCEPTANCE OF AWARD:

City of Orange City _____

(Contractor)

(Authorized Signature)

(Address)

(City Manager)

(Authorized Signature
Acknowledge Receipt of Notice)

Acct. No.: _____

(Title)

(Date)

SECTION 00842

NOTICE TO PROCEED FORM

MASCI CORPORATION

5750 S. RIDGEWOOD AVE.

HARBOR OAKS, FL 32127

Contractor

Date: _____

Notice to Proceed on Project:

**City of Orange City
Orange City South Water Treatment Plant
Improvements Phase I**

You are notified that the Contract Time under the above contract will commence to run on _____ . On that date you are to start performing the Work and your other obligations under the Contract Documents. Based on the Contract Time stated in the Agreement, we calculate that the dates of Substantial Completion and Final Completion are _____ , and _____ , respectively.

Two (2) sets of Drawings and two (2) sets of the bound Project Manual have previously been transmitted to you. The Project Manual contains:

Instruction to Bidders
Bid Form
Bid Bond
Executed Agreement
Payment Bond
Performance Bond
Certificates of Insurance
General Conditions
Supplementary Conditions
Notice of Award
Specifications
Addenda Numbers 1 through 2
General Requirements

OWNER:

City of Orange City
(Owner)

426 South Volusia
Orange City, FL 32774
(Address)

(Authorized Signature)

(John McCue – City Manager)

BY:

(Contractor)

(Address)

(Authorized Signature
Acknowledge of Receipt of Notice)

(Name & Title)

(Date)

SECTION 00842

NOTICE TO PROCEED FORM

MASCI CORPORATION

5750 S. RIDGEWOOD AVE

HARBOR OAKS, FL 32107

Contractor

Date: October 2, 2008

Notice to Proceed on Project:

**City of Orange City
Orange City South Water Treatment Plant
Improvements Phase II**

You are notified that the Contract Time under the above contract will commence to run on _____ . On that date you are to start performing the Work and your other obligations under the Contract Documents. Based on the Contract Time stated in the Agreement, we calculate that the dates of Substantial Completion and Final Completion are _____ , and _____ , respectively.

Two (2) sets of Drawings and two (2) sets of the bound Project Manual have previously been transmitted to you. The Project Manual contains:

- Instruction to Bidders
- Bid Form
- Bid Bond
- Executed Agreement
- Payment Bond
- Performance Bond
- Certificates of Insurance
- General Conditions
- Supplementary Conditions
- Notice of Award
- Specifications
- Addenda Numbers 1 through 2
- General Requirements

OWNER:

BY:

City of Orange City

(Owner)

(Contractor)

426 South Volusia

Orange City, FL 32774

(Address)

(Address)

(Authorized Signature)

(Authorized Signature
Acknowledge of Receipt of Notice)

(John McCue – City Manager)

(Name & Title)

(Date)