CITY OF HOLLY HILL, FLORIDA

CITY COMMISSION

AGENDA ● SEPTEMBER 12, 2022

City Commission ChamberFirst Public Hearing Budget & Millage Rate Mtg **6:00 PM**

CITY HALL
1065 RIDGEWOOD AVENUE
HOLLY HILL, FL 32117

City Clerk's office: (386) 248-9441 - Fax: (386) 248-9448

HOLLY HILL
FLORIDA

City Commission Chamber
City Hall
1065 Ridgewood Avenue
Holly Hill, FL 32117

CITY COMMISSION MEMBERS

Mayor
Chris Via

District 1 - Commissioner
John Penny

District 2 - Commissioner
Penny Currie

District 3 - Commissioner
John C. Danio

District 4 - Commissioner
Roy Johnson

CITY MANAGER
Joseph Forte

CITY CLERK
Valerie Manning

1. CALL TO ORDER

a. Roll Call
b. Invocation by City Commissioner Roy Johnson
c. Pledge of Allegiance

2. PUBLIC HEARINGS - BUDGET & MILLAGE RATE - FIRST HEARINGS

Please silence any cell phone, pager or noise making device as not to interrupt the meeting. Staff will introduce each item for consideration, with comments and recommendations. The applicant or appellant and supporters will be heard first. Those in opposition to the request will be heard next. Comments should be restricted to pertinent information regarding the agenda item under discussion. Out of courtesy to others, we ask that speakers keep their comments brief and try to limit these comments to information not previously discussed. Speakers should state their name and address clearly for the record. The City Clerk's office is required to retain any documents, photographs, drawings, etc. that are shown to the City Commissioners in support of a position. The City Commission may ask questions of speakers or of staff members. The Mayor will then ask the City Commission to make a recommendation or motion. Once a motion has been made and seconded, discussion will be closed to the floor. Following City Commission discussion, a vote will be taken. During voting, Commissioners who do not cast objecting votes are considered to have voted in support of the motion.

1. 2022-R-65 - Tentative Operating Millage Rate for Fiscal Year 2022 - 2023

   (Requested by Susan Lincoln, Finance)

2. 2022-R-66 - Tentative Budget Fiscal Year 2022-2023

   (Requested by Susan Lincoln, Finance)

PRESENTATION - STELLA L. GURNEE RETIREMENT PROCLAMATION

3. Resolution Honoring Stella L. Gurnee Retirement as the City's Finance Director

   (Requested by Valerie Manning, City Clerk)

3. PUBLIC COMMENTS

4. APPROVAL OF MINUTES

1. Minutes - August 23, 2022 Workshop and August 23, 2022 Regular City Commission and CRA Meetings

   (Requested by Valerie Manning, City Clerk)

5. CONSENT AGENDA - ITEMS (1 - 6)

The action proposed is stated for each item on the Consent Agenda. Unless a City Commissioner removes an item from the Consent Agenda, no discussion on individual items will occur and a single motion will approve all items. Is there anyone in the audience who wishes to speak on any item on the Consent Agenda?

1. Resolution –2022-R-67 A Resolution of the City Commission of the City of Holly Hill, Florida, Authorizing the City Manager to Sign a Renewal Lease Agreement Between the City and the Volusia/Flagler YMCA; Establishing the Terms of This Agreement; Providing for Severability; and Providing for an Effective Date.

(Requested by Valerie Manning, City Clerk)

2. Resolution –2022-R-68 A Resolution of the City Commission of the City of Holly Hill, Florida, Awarding ABC Express Lawn Care the Landscape Maintenance Contract of City Buildings and Grounds in an Annual Amount of $152,200 and Authorizing the City Manager to Execute the Same; Providing for Severability; and Providing for an Effective Date.

   (Requested by Antoine Khoury, Public Works)

3. Resolution –2022-R-69 A Resolution of the City Commission of the City of Holly Hill, Florida, Approving the Recommendation of Award for the Lift Station 11 Replacement Forcemain Piping and Valve Vault Modifications, and Authorizing the City Manager to Execute a Contract with Cain Enterprises Dba Engineering Solutions International in the Amount Not to Exceed $75,222.50; Providing for Severability; and Providing for an Effective Date.

   (Requested by Antoine Khoury, Public Works)

4. Resolution –2022-R-70 A Resolution of the City Commission of the City of Holly Hill, Florida, Authorizing the City Manager to Execute the Memorandum of Agreement with the Florida Department of Transportation for the State Highway Rights-Of-Way Maintenance Agreement; Providing for Severability; and Providing for an Effective Date.

   (Requested by Antoine Khoury, Public Works)

5. Resolution –2022-R-71 A Resolution of the City of Holly Hill, Florida, Authorizing Piggybacking a Contract with USSI for the Assessment, Evaluation and Prioritization of 577 Sewer Manholes Within the City and Authorize the City Manager to Execute an Agreement for the Purchase of Services; Providing for Severability; and Providing for an Effective Date.

   (Requested by Antoine Khoury, Public Works)

6. Fully Insured Group Insurance and Ancillary Lines of Coverage - January 1, 2023 - December 31, 2023

   (Requested by Valerie Manning, City Clerk)

6. REGULAR AGENDA

1. Resolution –2022-R-72 A Resolution of the City of Holly Hill, Florida, Amending the Fiscal Year 2021-2022 Annual Operating Budget and Capital Budget, Appropriating Operating and Capital Projects for the Fiscal Year 2021-2022 Budget; Setting Forth Revenues and Expenditures; Providing for Severability; and Providing for an Effective Date.

   (Requested by Susan Lincoln, Finance)

2. Resolution –2022-R-73 A Resolution of the City Commission of the City of Holly Hill, Florida, Approving the Fire Station Preliminary Design and Approving Staff to Move Forward with Construction Plans Production and Authorizing the City Manager to Execute the Same; Providing for Severability; and Providing an Effective Date.

(Requested by Antoine Khoury, Public Works)

3. Request for a Code Enforcement Lien Reduction - 1539 Decatur Avenue

   (Requested by Joseph Forte, City Manager)

7. PUBLIC HEARINGS

Please silence any cell phone, pager or noise making device as not to interrupt the meeting. Staff will introduce each item for consideration, with comments and recommendations. The applicant or appellant and supporters will be heard first. Those in opposition to the request will be heard next. Comments should be restricted to pertinent information regarding the agenda item under discussion. Out of courtesy to others, we ask that speakers keep their comments brief and try to limit these comments to information not previously discussed. Speakers should state their name and address clearly for the record. The City Clerk's office is required to retain any documents, photographs, drawings, etc. that are shown to the City Commissioners in support of a position. The City Commission may ask questions of speakers or of staff members. The Mayor will then ask the City Commission to make a recommendation or motion. Once a motion has been made and seconded, discussion will be closed to the floor. Following City Commission discussion, a vote will be taken. During voting, Commissioners who do not cast objecting votes are considered to have voted in support of the motion.

1. Ordinance –2022-O-3055 FIRST READING - ORDINANCE 3055 - an Ordinance of the City of Holly Hill, Florida, Amending the Comprehensive Plan by Amending the Future Land Use Map Designation of Certain Property Identified as 649 6Th Street Having Parcel Number 4244-01-20-0037 and 661 6Th Street Having Parcel Number 4244-01-20-0048 and 659 6Th Street Having Parcel Number 4244-01-20-0045 and 538 Cedar Avenue Having Parcel Number 4244-01-20-0046, by Virtue of a Small Scale Future Land Use Map Amendment; Changing the Future Land Use Map Designation from Low Density Single-Family Residential to Medium Density Residential; Providing for Conflicting Ordinance; Providing for Severability; and Providing for an Effective Date. AND FIRST READING - ORDINANCE 3056 - an Ordinance of the City of Holly Hill, Florida, Amending the Land Development Regulations by Amending the Official Zoning Map to Designate the Property Described in Exhibit "A" from APUD (Agricultural Planned Unit Development) and R-2 (Low-Medium Density Single-Family Residential) to RPUD (Residential Planned Unit Development); Providing for Conflicting Ordinances; Providing for Severability; and Providing for an Effective Date.

   (Requested by Brian Walker, Board of Planning and Appeals)

2. Ordinance –2022-O-3057 FIRST READING - an Ordinance of the City of Holly Hill, Florida, Regulating Planned Unit Developments; Amending Chapter 114 Titled Zoning, Section 114-771 Titled Planned Unit Development Regulations, of the Land Development Regulations, to Add Definitions and Reduce the Percentage of Required Open Space; Providing for Codification; Providing for Conflicting Ordinances; Providing for Severability; and Providing an Effective Date.

   (Requested by Brian Walker, Board of Planning and Appeals)

3. Ordinance –2022-O-3046 SECOND READING - an Ordinance of the City of Holly Hill Florida, Amending the Comprehensive Plan by Adding Text to Allow Recreational Vehicle Parks as a Permitted Use on Parcels with the Low Density Residential and the Industrial Aka Wholesale Commercial and Industrial Land Uses, and Further Restricting Recreational Vehicle Parks to Specific Parcels Identified as 4242-04-28-0171 Aka 490 Flomich Street, 4242-38-02-0080, 4242-38-02-0010 and 4242-38-01-0010 Aka 504 Flomich Street, by Virtue of a Large Scale Comprehensive Plan Text Amendment; Providing for Conflicting Ordinances; Providing for Severability; and Providing an Effective Date.

   (Requested by Brian Walker, Board of Planning and Appeals)

4. Ordinance –2022-O-3053 SECOND READING - an Ordinance of the City of Holly Hill, Florida, Amending the Land Development Regulations, by Rezoning the Parcels Described in Exhibit "A" from CC-1 (Commercial Corridor District) and B-5 (General Commercial District) and R-2 (Low-Medium Density Single-Family Residential District) and I-2 (Heavy Industrial District) to BPUD (Business Planned Unit Development); Providing for Conflicting Ordinances; Providing for Severability; and Providing an Effective Date.

   (Requested by Brian Walker, Board of Planning and Appeals)

8. COMMUNICATIONS

A. City Manager & Staff Comments
B. City Attorney Comments
C. City Commission Comments
D. Mayor's Comments

9. ADJOURNMENT

Website Address – www.hollyhillfl.org (City Clerk)

NOTICE – If any person decides to appeal any decision of the City Commission at this meeting, he/she will need a record of the proceedings and, for that purpose, he/she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. The City does not prepare or provide such a record.

For special accommodations, please notify the City Clerk's Office at least 72 hours in advance. (386) 248-9441

Help for the hearing impaired is available through the Assistive Listening System. Receivers can be obtained from the City Clerk's Office.

In accordance with the Americans with Disabilities Act (ADA), persons needing a special accommodation to participate in the Commission proceedings should contact the City Clerk's Office no later than three (3) days prior to the proceedings.

HOLLY HILL
FLORIDA

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Agenda Item

MEETING DATE: **September 12, 2022**
FROM: **Susan Lincoln**
SUBJECT: **FIRST PUBLIC HEARING - a Resolution of the City Commission of the City of Holly Hill, Volusia County, Florida, Adopting the Tentative Levying of Ad Valorem Taxes for the City of Holly Hill for the Fiscal Year 2022-2023; and Providing for Severability; and Providing for an Effective Date.**
NUMBER: **(ID # 3872)**
APPLICANT:
PLANNER:

DISCUSSION:

Florida Statute requires the City to hold a Public Hearing to adopt a Tentative millage rate for the upcoming fiscal year, 2022-2023. The City Commission adopted a proposed millage rate of 6.25 at a meeting on July 26, 2022.

State law requires that two formal public hearings be held in September and neither can conflict with the hearing dates established by the County School Board or the County Commission. This is the first hearing to adopt a Tentative millage rate and on September 27, 2022 there will be a second hearing to adopt the Final millage rate.

Subsequent to the adoption of the proposed millage rate, the Notice of Proposed Property Taxes, otherwise known as TRIM (Truth in Millage) notice, was prepared and mailed to taxpayers by the County Property Appraiser. Printed on the TRIM notice is the date of the first scheduled public hearing to adopt the tentative budget and the tentative millage rate, of September 12, 2022.

The purpose of this hearing is to give the general public an opportunity to speak for or against the proposed budget and millage rate. At the end of the first public hearing, a date and time will be set for the final public hearing, this is proposed for September 27, 2022 at 6:00 pm.

The City is required to provide notice of the final hearing with an advertisement containing the summary budget information along with the tentative millage rate and the tentative approved budget.

The purpose of the final public hearing is to once again give the general public an opportunity to speak for or against the budget and millage rate. At this meeting the Commission will adopt the tentative budget and millage rate.

FISCAL ANALYSIS:

The City Commission is hereby being requested to set the tentative millage rate at the proposed millage rate of 6.25 mills. The proposed budget for the Fiscal Year 2022-2023 Budget is based on this millage rate which is 9.94% above the rolled back rate of 5.6850 mills.

STAFF RECOMMENDATION:

Approve the **First Reading** of the tentative millage rate and set the final public hearing date for September 27, 2022 at 6:00 pm at City Commission Chambers, City Hall, 1065 Ridgewood Avenue, Holly Hill FL, 32117.

COMMISSION GOAL:

Goal #1: Develop and maintain a sound and sustainable financial plan for the city that establishes sufficient reserves for all funds, ensures (whenever possible) that user fees pay for services rendered, provides a realistic capital improvement program, and encourages public/private sector partnerships and intergovernmental partnerships.

Goal #4: Provide proficient public health and safety services in terms of police and fire protection, water, storm water, waste water and solid waste management and disaster preparedness with a focus on intergovernmental collaboration, private sector partnerships, and utilization of technologies and proven innovations.

MOTION:

APPROVE THE FIRST PUBLIC HEARING RESOLUTION ADOPTING THE TENTATIVE MILLAGE RATE OF 6.25 MILLS AND SETTING THE FINAL PUBLIC HEARING DATE OF SEPTEMBER 27, 2022 AT 6:00 PM IN THE CITY COMMISSION CHAMBERS LOCATED AT CITY HALL.

HOLLY HILL
FLORIDA

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Agenda Item

MEETING DATE: **September 12, 2022**
FROM: **Susan Lincoln**
SUBJECT: **FIRST PUBLIC HEARING - a Resolution of the City Commission of the City of Holly Hill, Volusia County, Florida, Adopting the Tentative Budget for the City of Holly Hill for the Fiscal Year 2022-2023; Providing for Severability; and Providing for an Effective Date.**
NUMBER: **(ID # 3776)**
APPLICANT:
PLANNER:

DISCUSSION:

Florida Statute requires the City to hold a Public Hearing to adopt a tentative budget for the upcoming fiscal year, 2022 - 2023. State law requires that two formal public hearings be held in September and neither can conflict with the hearing dates established by the County School Board or the County Commission.

Monday, September 12, 2022 is the first public hearing to adopt a tentative budget and on Tuesday, September 27, 2022 there will be a second and final public hearing to adopt the Final Budget.

The purpose of the final public hearing is to give the general public an opportunity to speak for or against the budget. At this meeting the Commission will adopt the tentative Fiscal year 2022-2023 budget.

FISCAL ANALYSIS:

Dependent upon City Commission action.

STAFF RECOMMENDATION:

Approve the Tentative budget and setting the final hearing date and time.

COMMISSION GOAL:

Goal #1: Develop and maintain a sound and sustainable financial plan for the city that establishes sufficient reserves for all funds, ensures (whenever possible) that user fees pay for services rendered, provides a realistic capital improvement program, and encourages public/private sector partnerships and intergovernmental partnerships.

Goal #4: Provide proficient public health and safety services in terms of police and fire protection, water, storm water, waste water and solid waste management and disaster

preparedness with a focus on intergovernmental collaboration, private sector partnerships, and utilization of technologies and proven innovations.

MOTION:

APPROVE THE FIRST PUBLIC HEARING RESOLUTION ADOPTING THE TENTATIVE BUDGET FOR THE CITY OF HOLLY HILL FOR THE FISCAL YEAR 2022 - 2023 AND SETTING THE FINAL BUDGET HEARING DATE AND TIME.

- EXHIBIT A - PROPOSED FY 2022-2023 BUDGET (PDF)
- FY23 1st Public Hearing Budget Presentation (PDF)

Exhibit "A"

PROPSED FY 2022-2023 BUDGET

REVENUES AND EXPENSES FY 2022 - 2023	REVENUE	EXPENSE
001 - GENERAL FUND	$ 10,452,513	$ 10,452,513
002 - LOGT 2nd	$ 429,951	$ 429,951
004 - BUILDING AND ZONING	$ 377,985	$ 377,985
110 - LAW ENFORCEMENT TRUST	$ 15,900	$ 15,900
130 - CRA	$ 2,958,206	$ 2,958,206
139 - CRA CAPITAL PROJECTS	$ -	$ -
301 - GENERAL CAPITAL PROJECTS	$ 67,000	$ 67,000
400 - WATER & SEWER	$ 7,951,631	$ 7,951,631
401 - WATER IMPACT FEES	$ -	$ -
402 - SEWER IMPACT FEES	$ -	$ -
407 - WATER & SEWER R & R	$ 625,000	$ 625,000
409 - WATER & SEWER RESERVES	$ -	$ -
460 - STORMWATER	$ 1,174,285	$ 1,174,285
461 - STORMWATER CAPITAL	$ 7,500	$ 7,500
495 - SOLID WASTE	$ 2,933,374	$ 2,933,374
605 - POLICE EXPLORERS	$ 5,100	$ 5,100
TOTAL ALL FUNDS:	$ 26,998,444	$ 26,998,444

Attachment: EXHIBIT A - PROPOSED FY 2022-2023 BUDGET (3776 : Tentative Budget Fiscal Year 2022-2023)

HOLLY HILL
FLORIDA

FISCAL YEAR 2022/2023 BUDGET

Attachment: FY23 1st Public Hearing Budget Presentation (3776 : Tentative Budget Fiscal Year 2022-2023)

TABLE OF CONTENTS

GENERAL FUND 5

REVENUE 5

EXPENSE 14

FUEL TAX FUND 63

REVENUE 63

EXPENSE 65

BUILDING PERMITTING FUND 67

REVENUE 67

EXPENSE 69

POLICE IMPACT FEE FUND 74

REVENUE 74

EXPENSE 76

Attachment: FY23 1st Public Hearing Budget Presentation (3776 : Tentative Budget Fiscal Year 2022-2023)

POLICE EXPLORER FUND 78
REVENUE 78
EXPENSE 81
COMMUNITY REDEVELOPMENT FUND 84
REVENUE 84
EXPENSE 87
COMMUNITY REDEVELOPMENT CAPITAL PROJECTS FUND 99
REVENUE 99
EXPENSE 101
GENERAL CAPITAL PROJECTS FUND 103
REVENUE 103
EXPENSE 105
WATER/SEWER FUND 107
REVENUE 107
EXPENSE 112

Attachment: FY23 1st Public Hearing Budget Presentation (3776 : Tentative Budget Fiscal Year 2022-2023)

WATER/SEWER R&R FUND 131

REVENUE 131
EXPENSE 133

STORM WATER FUND 135

REVENUE 135
EXPENSE 137

STORM WATER CAPITAL FUND 144

REVENUE 144
EXPENSE 146

SOLID WASTE FUND 148

REVENUE 148
EXPENSE 150

Attachment: FY23 1st Public Hearing Budget Presentation (3776 : Tentative Budget Fiscal Year 2022-2023)

GENERAL FUND REVENUES

Attachment: FY23 1st Public Hearing Budget Presentation (3776 : Tentative Budget Fiscal Year 2022-2023)

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FISCAL YEAR 2020 ACTUALS	FISCAL YEAR 2021 ACTUALS	FY2022 ORIGINAL BUDGET	FY2022 Y-T-D ACTUALS	FY2023 DEPT REQUEST	FY22 ORG BU VS FY23 PROPOS
FUND 001 GENERAL FUND							
001-0000-311.10-00	CURRENT AD-VALOREM TAXES	2,639,028	2,870,074	3,090,236	3,034,341	3,402,424	312,1
LEVEL	TEXT			TEXT AMT			
DEP1	JUNE 1ST ESTIMATE TAX VALUE $819,576,175 @			4,866,234			
	6.25 MILS PER $1,000 @ 95% COLLECTION						
	LESS CRA INCREMENT $246,536,338 TAXABLE VALUE			1,463,810-			
	6.25 MILS PER $1,000 @ 95% COLLECTION						
				3,402,424			
001-0000-311.20-00	DELINQUENT AD-VALOREM TAX	218,370	163,615	5,000	163,996	5,000	
001-0000-312.41-00	1ST LOCAL OPTION FUEL TAX	170,262	184,409	183,554	120,763	185,198	1,6
LEVEL	TEXT			TEXT AMT			
DEP1	STATE ESTIMATE 07/13/2022			185,198			
				185,198			
001-0000-312.51-00	FIRE INS/FIRE PENSION	44,151	46,520	44,151	0	48,566	4,4
LEVEL	TEXT			TEXT AMT			
DEP1	LOCAL OPTION TAXES / FIRE INS / FIRE PENSION			48,566			
				48,566			
001-0000-312.52-00	INS TAX/POLICE PENSION	139,910	138,114	139,910	0	153,901	13,9
LEVEL	TEXT			TEXT AMT			
DEP1	LOCAL OPTION TAXES / INS TAX / POLICE PENSION			153,901			
				153,901			
001-0000-314.10-00	ELECTRICITY	1,059,792	1,106,502	1,050,000	801,976	1,080,000	30,0
001-0000-314.30-00	WATER UTILITY TAX	333,757	356,578	330,000	272,096	345,000	15,0
001-0000-314.40-00	NATURAL GAS UTILITY TAX	15,506	16,915	16,000	11,912	16,000	
001-0000-314.80-00	PROPANE UTILITY TAX	14,315	16,943	16,000	13,771	17,000	1,0
001-0000-315.10-00	TELECOMMUNICATIONS	359,309	368,368	372,704	249,768	382,278	9,5
LEVEL	TEXT			TEXT AMT			
DEP1	STATE ESTIMATE 08/23/2022			382,278			
				382,278			
001-0000-316.00-00	LOCAL BUSINESS TAX	183,467	189,369	190,000	201,372	200,000	10,0
* TAXES		5,177,867	5,457,407	5,437,555	4,869,995	5,835,367	397,8
001-0000-323.10-00	ELECTRICITY	737,240	775,730	740,000	512,251	755,000	15,0
001-0000-323.40-00	GAS	21,124	25,883	23,000	16,135	23,000	
001-0000-323.91-00	TOWING SERVICE	18,270	21,065	24,065	22,060	24,065	
LEVEL	TEXT			TEXT AMT			

Attachment: FY23 1st Public Hearing Budget Presentation (3776 : Tentative Budget Fiscal Year 2022-2023)

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FISCAL YEAR 2020 ACTUALS	FISCAL YEAR 2021 ACTUALS	FY2022 ORIGINAL BUDGET	FY2022 Y-T-D ACTUALS	FY2023 DEPT REQUEST	FY22 ORG BU VS FY23 PROPOS
FUND 001 GENERAL FUND							
DEP1	ARROW TOWING SERVICE FRANCHISE FEES			24,065			
				24,065			
001-0000-329.10-00	OTHER PERMITS AND FEES	3,500	1,850	3,400	3,550	2,900	5
001-0000-329.10-10	GARAGE SALE PERMITS	735	1,005	1,000	775	900	1
001-0000-329.10-30	GOLF CART REGIST-RESIDENT	0	0	0	50	0	
001-0000-329.10-40	APPLICATION FEE-BTR(OL)	5,660	4,613	5,000	4,598	5,000	
001-0000-329.10-50	FOOD TRUCK DAILY PERMIT	425	125	150	200	200	
001-0000-329.20-00	FIRE INSPECTION FEES	26,184	28,962	28,000	30,479	27,000	1,0
001-0000-329.40-10	PROPERTY REGISTRATION FEE	11,936	8,944	10,000	9,824	10,000	
*	PERMITS,FEES,SPECL ASSESS	825,074	868,177	834,615	599,922	848,065	13,4
001-0000-331.24-10	POLICE-JAG GRANT	4,912	4,400	0	2,800	0	
001-0000-331.24-20	DOJ GRANT	45,029	14,320	0	449-	0	
001-0000-331.24-25	VOCA GRANT	0	14,391	0	33,631	59,562	59,5
001-0000-331.25-00	US DOT/FL DOT	24,588	18,337	0	4,395	0	
001-0000-331.26-00	BULLETPROOF VEST GRANT	1,138	0	0	0	0	
001-0000-335.12-00	STATE REVENUE SHARING	415,133	481,934	510,565	395,700	543,570	33,0
LEVEL	TEXT			TEXT AMT			
DEP1	STATE ESTIMATE 08/2/2022 $45,297.50 * 12 = 543,570			543,570			
				543,570			
001-0000-335.14-00	MOBILE HOME LICENSES	15,361	13,795	14,500	16,613	14,500	
001-0000-335.15-00	ALCOHOL BEVERAGE TAX	12,908	9,235	11,000	7,969	11,000	
001-0000-335.18-00	LOCAL GOVT 1/2 CENT TAX	672,133	785,457	755,334	582,035	800,987	45,6
LEVEL	TEXT			TEXT AMT			
DEP1	STATE ESTIMATE 07/5/2022			800,987			
				800,987			
001-0000-335.21-00	FIREFIGHTER SUPPL. COMP.	4,409	7,109	5,000	3,480	5,000	
001-0000-338.20-00	CITY SHARE/COUNTY BUS TAX	12,121	11,225	11,000	2,583	10,000	1,0
*	INTERGOVERNMENTAL REVENUE	1,207,732	1,360,203	1,307,399	1,048,757	1,444,619	137,2
001-0000-341.01-30	CRA	7,416	15,434	59,878	68,773	92,445	32,5
001-0000-341.04-00	COST ALLOCATION	808,706	847,485	917,115	978,715	1,188,443	271,3
001-0000-341.04-60	STORMWATER	153,673	163,424	129,531	138,426	183,099	53,5
001-0000-341.04-95	SOLID WASTE	204,251	219,635	279,613	293,623	329,620	50,0
001-0000-341.05-01	IT	1,854	1,776	0	0	0	
001-0000-341.05-02	FLEET	5,562	0	0	0	0	
001-0000-342.10-10	COPIES/POLICE RPTS/OTHER	2,675	1,641	2,500	1,036	1,500	1,0
001-0000-342.10-20	FINGERPRINTS/FALSE ALARMS	5,105	10,216	7,500	9,790	7,000	5
001-0000-342.20-10	FALSE FIRE ALARMS	0	100-	0	0	0	
001-0000-342.20-20	FIRE PLAN REVIEW FEES	1,454	5,590	1,500	2,425	2,000	5

Attachment: FY23 1st Public Hearing Budget Presentation (3776 : Tentative Budget Fiscal Year 2022-2023)

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FISCAL YEAR 2020 ACTUALS	FISCAL YEAR 2021 ACTUALS	FY2022 ORIGINAL BUDGET	FY2022 Y-T-D ACTUALS	FY2023 DEPT REQUEST	FY22 ORG BU VS FY23 PROPOS
FUND 001 GENERAL FUND							
001-0000-344.90-10	MEDIAN MAINTENANCE-DOT	25,032	25,032	25,032	18,774	25,032	
001-0000-344.90-12	TRAFFIC SIGNAL MAINT-DOT	39,008	39,984	39,984	41,072	42,184	2,2
001-0000-344.90-15	HWY LIGHTING MAINT - DOT	38,022	39,163	39,163	40,338	41,547	2,3
001-0000-347.21-00	PROGRAM ACTIVITY FEES	3,748	4,679	3,800	3,887	4,000	2
001-0000-347.43-00	PROMOTIONAL ACTIVITY	983	281	800	623	600	2
001-0000-347.53-00	SICA HALL REVENUES	5,449	13,003	9,000	15,885	12,750	3,7
001-0000-349.20-00	LAND DEVELOPMENT(BOPA)	600	1,500	1,000	0	700	3
001-0000-349.20-10	COMP PLAN AMENDMENTS	5,000	2,000	2,000	7,000	4,000	2,0
001-0000-349.20-20	REZONING	4,850	3,200	3,750	7,700	4,500	7
001-0000-349.20-50	SUBDIVISION	1,000	0	0	1,000	0	
001-0000-349.20-71	RESIDENTIAL VARIANCE	1,050	525	450	700	600	1
001-0000-349.20-80	ZONING VERIFICATION LETTR	1,000	1,275	1,000	2,100	1,300	3
001-0000-349.21-00	PASS-THRU LEG.ADS,ADV,LEG	0	3,254	500	1,008	1,400	9
001-0000-349.40-00	CERTIFICATN/COPIES/RESRCH	9,675	13,630	10,000	12,376	12,000	2,0
001-0000-349.40-10	BWC VIDEO COPIES	0	478	400	427	340	
001-0000-349.50-30	SITE PLAN REVIEW	9,144	9,685	9,000	5,720	8,800	2
001-0000-349.50-70	SITE PERMIT	8,629	0	0	0	0	
*	CHARGES FOR SERVICES	1,343,886	1,422,790	1,543,516	1,651,398	1,963,860	420,3
001-0000-351.20-00	CIRCUIT COURT-CRIMINAL	4,268	11,428	6,000	9,997	8,900	2,9
001-0000-351.20-30	POLICE EDUCATION	198	233	175	182	200	
001-0000-351.50-00	TRAFFIC COURT	7,411	17,683	9,000	19,213	16,600	7,6
001-0000-351.50-30	POLICE EDUCATION	962	2,212	900	2,222	1,900	1,0
001-0000-354.00-00	LOCAL ORDINANCE VIOLATION	303	311	500	518	300	2
001-0000-354.10-10	FINE/CITATION	51,740	65,673	25,000	66,779	24,000	1,0
LEVEL	TEXT			TEXT AMT			
DEP1	FY20 SKEWED BY 2 TOTAL RECEIPTS OF $28,590.81 FY21 SKEWED BY 1 RECEIPT OF $39,312.83. FY22 SKEWED BY $43,303.37 RECEIPT IN 12/2021. REMOVING OUTLIER IN EACH FISCAL YEAR, RESULTS IN ANNUAL AVG OF $24,273.			24,000			
				24,000			
001-0000-354.10-20	PER DAY FINES	2,700	750	0	68,321	0	
001-0000-354.10-30	SPECIAL MASTER FEE	2,920	7,400	4,500	10,379	6,200	1,7
001-0000-354.10-50	RECORDING FEE REIMBURSMNT	490	0	0	0	0	
*	FINES AND FORFEITS	70,992	105,690	46,075	177,611	58,100	12,0
001-0000-361.10-00	INVESTMENTS	59,835	690	600	640	600	
001-0000-361.15-00	INVESTMENT EARNINGS	0	24,991	25,000	28,052	24,000	1,0
001-0000-361.30-10	UNREALIZED GAIN/LOSS	15,550	17,329-	0	6,312-	0	
001-0000-362.50-00	RENTS & LEASE	4,200	3	4,200	4,200	4,200	
LEVEL	TEXT			TEXT AMT			

Attachment: FY23 1st Public Hearing Budget Presentation (3776 : Tentative Budget Fiscal Year 2022-2023)

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FISCAL YEAR 2020 ACTUALS	FISCAL YEAR 2021 ACTUALS	FY2022 ORIGINAL BUDGET	FY2022 Y-T-D ACTUALS	FY2023 DEPT REQUEST	FY22 ORG BU VS FY23 PROPOS
FUND 001 GENERAL FUND							
DEP1	FOUNTAINHEAD PARKING LOT			4,200			
				4,200			
001-0000-364.41-00	SALE OF FIXED ASSETS	29,049	29,335	0	32,185	0	
001-0000-364.42-00	INSUR PROCEEDS/LOSS EQUIP	1,330	1,514	0	0	0	
001-0000-365.10-00	SURPLUS MATLS/SCRAP SALES	21,504	1,219	0	1,147	0	
001-0000-366.90-00	CONTRIB/GRANTS/DONATIONS	900	0	0	0	0	
001-0000-366.90-40	SAFETY GRANT-INS SPONSR'D	5,000	5,000	5,000	5,000	5,000	
LEVEL	TEXT			TEXT AMT			
DEP1	SAFETY GRANT-INS SPONSR'D			5,000			
				5,000			
001-0000-366.90-50	SPONSORSHIPS	0	6,095	0	0	0	
001-0000-366.90-90	RCYCLD ELECTRNCS DONATION	720	0	0	0	0	
001-0000-367.10-01	DOG TAGS	50	15	0	95	0	
001-0000-369.20-10	COLLECTIONS ADMIN FEE	1,877	1,435-	1,000	70-	400	6
001-0000-369.20-20	COLLECTION AGENCY FEES	40-	12-	1,000	0	300	7
001-0000-369.30-30	INSURANCE	35,302	31,621	0	10,279	0	
001-0000-369.80-10	SUNTRUST P-CARD REBATES	9,581	8,536	8,500	11,158	9,500	1,6
001-0000-369.90-00	MISC REVENUES	4,321	13,676	5,000	4,541	7,600	2,6
LEVEL	TEXT			TEXT AMT			
DEP1	FY20 SKEWED BY $8445.42 ON 11/20/2020 REMOVING OUTLIER RESULTS IN MONTHLY AVG THROUGH MAY 2021 OF $433.07			7,600			
				7,600			
*	MISC REVENUES	189,179	103,919	50,300	90,915	51,600	1,3
001-0000-381.01-01	LAW ENFORCMNT IMPACT FEES	0	0	47,200	47,200	0	47,2
LEVEL	TEXT			TEXT AMT			
DEP1	TRANSFER FROM POLICE IMPACT FEES FOR VEHICLE FOR NEW OFFICER						
001-0000-381.01-10	TRANS FRM LETF	0	0	0	15,900	0	
001-0000-381.01-15	HUURCANE IRMA	0	0	0	250,000	0	
001-0000-381.01-30	TRANS FRM COMM REDEVELOP	0	0	8,580	8,580	8,580	
LEVEL	TEXT			TEXT AMT			
DEP1	CRA PD FLEET VEHICLE REPAIR & MAINTENANCE			8,580			
				8,580			
001-0000-381.04-00	TRANSFER FRM ENTERPRISE	0	148,250	283,535	283,535	218,922	64,6
LEVEL	TEXT			TEXT AMT			

Attachment: FY23 1st Public Hearing Budget Presentation (3776 : Tentative Budget Fiscal Year 2022-2023)

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FISCAL YEAR 2020 ACTUALS	FISCAL YEAR 2021 ACTUALS	FY2022 ORIGINAL BUDGET	FY2022 Y-T-D ACTUALS	FY2023 DEPT REQUEST	FY22 ORG BU VS FY23 PROPOS
FUND 001 GENERAL FUND							
DEP1	FACITILIES - WATER			79,972			
	FACITILIES - SEWER			79,972			
	IT						
	FLEET - PW ADMIN			2,340			
	FLEET - WATER			27,300			
	FLEET - SEWER			29,338			
				218,922			
001-0000-381.04-60	TRANSFER FRM STORMWATER	0	0	23,400	23,400	23,400	
LEVEL	TEXT			TEXT AMT			
DEP1	FLEET VEHICLE REPAIR AND MAINTENANCE			23,400			
				23,400			
001-0000-381.06-05	TRANSFER FROM 605 FUND	0	0	0	250	0	
001-0000-381.90-06	TRANSFER FROM 006 FUND	0	0	0	600	0	
001-0000-389.10-00	PRIOR YR CARRYFORWARD	0	0	160,925	0	0	160,9
*	OTHER SOURCES	0	148,250	523,640	629,465	250,902	272,7
**	GENERAL FUND	8,814,730	9,466,436	9,743,100	9,068,063	10,452,513	709,4

Attachment: FY23 1st Public Hearing Budget Presentation (3776 : Tentative Budget Fiscal Year 2022-2023)

GENERAL FUND EXPENSES

Attachment: FY23 1st Public Hearing Budget Presentation (3776 : Tentative Budget Fiscal Year 2022-2023)

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	2020 ACTUALS	FISCAL YEAR 2021 ACTUALS	FY2022 ORIGINAL BUDGET	FY2022 Y-T-D ACTUAL	FY2023 DEPT REQUEST	FY22 ORG BU VS FY23 PROPOS
FUND 001 GENERAL FUND							
001-1101-511.12-00	REGULAR SALARIES	44,338	44,169	44,000	34,861	44,000	
LEVEL	TEXT			TEXT AMT			
DEP1	FINANCE ESTIMATE			44,000			
	MAYOR						
	COMMISSIONERS (4)						
				44,000			
*	Personal Services	44,338	44,169	44,000	34,861	44,000	
001-1101-511.21-00	FICA/MEDICARE TAXES	1,651	1,671	3,400	1,187	2,000	1,4
001-1101-511.23-00	LIFE & HEALTH INSURANCE	34,056	33,304	44,400	29,756	46,500	2,1
001-1101-511.24-00	WORKERS COMP INSURANCE	36	36	100	28	100	
*	Benefits	35,743	35,011	47,900	30,971	48,600	7
001-1101-511.40-01	REGULAR TRAVEL	410	1,325	4,800	597	4,800	
LEVEL	TEXT			TEXT AMT			
DEP1	FLC & TALLAHASSEE OTHER			4,800			
				4,800			
001-1101-511.42-00	POSTAGE, FRT, EXPRESS	0	1	100	0	100	
001-1101-511.45-00	INSURANCE/NON-EMPLOYEE	19,904	19,296	20,807	20,790	26,250	5,4
LEVEL	TEXT			TEXT AMT			
DEP1	PROPERTY LIABILITY AND PUBLIC OFFICIALS INSURANCE			26,250			
				26,250			
001-1101-511.47-00	PRINTING & BINDING	125	302	500	49	500	
001-1101-511.49-01	MISC EXPENSE	143	0	200	0	200	
LEVEL	TEXT			TEXT AMT			
DEP1	AWARDS			200			
				200			
001-1101-511.52-05	MEETING EXPENSE	112	422	300	420	500	2
001-1101-511.52-20	CLOTHING & EQUIPMENT	11	441	500	128	250	2
001-1101-511.54-00	BOOKS/PUBL/SUBSCR/MEMBERS	3,405	3,510	6,200	3,636	6,200	
LEVEL	TEXT			TEXT AMT			
DEP1	FLC & FL MAYORS			4,200			
	RIVER TO SEA TPO			2,000			
				6,200			
001-1101-511.55-01	TRAINING & EDUCATION COST	1,043	1,180	5,000	1,010	2,000	3,0
LEVEL	TEXT			TEXT AMT			

Attachment: FY23 1st Public Hearing Budget Presentation (3776 : Tentative Budget Fiscal Year 2022-2023)

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	2020 ACTUALS	FISCAL YEAR 2021 ACTUALS	FY2022 ORIGINAL BUDGET	FY2022 Y-T-D ACTUAL	FY2023 DEPT REQUEST	FY22 ORG BU VS FY23 PROPOS
FUND 001 GENERAL FUND							
DEP1	FLC, VLC, OTHER			2,000			
				2,000			
*	Op Expenditures/Expenses	25,153	26,477	38,407	26,630	40,800	2,3
001-1101-511.82-00	GRANTS & AID	0	25,000	40,000	55,000	40,000	
LEVEL	TEXT			TEXT AMT			
DEP1	HOMELESS SHELTER			25,000			
	HOPE PLACE			15,000			
				40,000			
*	Grants and Aids	0	25,000	40,000	55,000	40,000	
**	COMMISSION	105,234	130,657	170,307	147,462	173,400	3,0

Attachment: FY23 1st Public Hearing Budget Presentation (3776 : Tentative Budget Fiscal Year 2022-2023)

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	2020 ACTUALS	FISCAL YEAR 2021 ACTUALS	FY2022 ORIGINAL BUDGET	FY2022 Y-T-D ACTUAL	FY2023 DEPT REQUEST	FY22 ORG BU VS FY23 PROPOS
FUND 001 GENERAL FUND							
001-1201-512.12-00	REGULAR SALARIES & WAGE	208,741	215,541	223,200	177,287	228,500	5,3
	LEVEL TEXT			TEXT AMT			
	DEP1 FINANCE ESTIMATE			228,500			
	CITY CLERK						
	CITY MANAGER						
				228,500			
001-1201-512.15-10	CELL PHONE ALLOWANCE	605	578	600	490	600	
001-1201-512.15-20	UNIFORM ALLOWANCE	200	200	200	200	200	
001-1201-512.15-40	CAR ALLOWANCE	6,000	5,700	6,000	4,800	6,000	
*	Personal Services	215,546	222,019	230,000	182,777	235,300	5,3
001-1201-512.21-00	FICA TAXES	14,750	15,253	17,600	12,546	18,000	4
001-1201-512.22-00	RETIREMENT CONTRIBUTION	44,667	49,132	52,900	43,083	59,500	6,6
001-1201-512.23-00	LIFE & HEALTH INSURANCE	17,603	17,093	22,700	15,555	23,800	1,1
001-1201-512.24-00	WORKERS COMP INSURANCE	170	172	200	142	200	
*	Benefits	77,190	81,650	93,400	71,326	101,500	8,1
001-1201-512.31-50	LEGAL/OFFICIAL ADVERTISNG	9,511	7,989	15,000	12,062	15,000	
001-1201-512.34-00	OTHER SERVICES	26,752	28,651	29,000	23,407	31,000	2,0
	LEVEL TEXT			TEXT AMT			
	DEP1 MUNICODE			3,000			
	IRON MOUNTAIN			28,000			
				31,000			
001-1201-512.40-01	REGULAR TRAVEL	0	0	2,300	0	2,300	
	LEVEL TEXT			TEXT AMT			
	DEP1 FACC GOVT CAREER DEVELOPMENT EXPENSE -CITY CLERK			800			
	FLC CONFERENCE MILEAGE + 3 NIGHTS - CITY MANAGER			800			
	FCCMA EXPENSES			700			
				2,300			
001-1201-512.42-00	POSTAGE, FRT, EXPRESS	437	663	500	473	800	3
001-1201-512.44-00	RENTALS & LEASES	676	597	700	448	700	
	LEVEL TEXT			TEXT AMT			
	DEP1 COPIER LEASE			700			
				700			
001-1201-512.45-00	INSURANCE/NON-EMPLOYEE	2,543	2,450	2,779	2,777	2,779	
	LEVEL TEXT			TEXT AMT			
	DEP1 PROPERTY & LIABILITY INSURANCE			2,779			
				2,779			

Attachment: FY23 1st Public Hearing Budget Presentation (3776 : Tentative Budget Fiscal Year 2022-2023)

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	2020 ACTUALS	FISCAL YEAR 2021 ACTUALS	FY2022 ORIGINAL BUDGET	FY2022 Y-T-D ACTUAL	FY2023 DEPT REQUEST	FY22 ORG BU VS FY23 PROPOS
FUND 001 GENERAL FUND							
001-1201-512.46-00	REPAIRS & MAINTENANCE	569	0	600	0	600	
LEVEL	TEXT			TEXT AMT			
DEP1	SERVICE PITNEY BOWES ENVELOPE MACHINE			600			
				600			
001-1201-512.46-11	MAINTENANCE CONTRACTS	408	254	700	397	700	
LEVEL	TEXT			TEXT AMT			
DEP1	COPIER MAINTENANCE			700			
				700			
001-1201-512.47-00	PRINTING & BINDING	559	380	1,000	494	1,000	
LEVEL	TEXT			TEXT AMT			
DEP1	STATIONARY, ENVELOPES, BUSINESS CARDS, PLANNER			1,000			
				1,000			
001-1201-512.48-00	PROMO.ADVERTISING ACTIV.	0	0	1,220	0	1,220	
LEVEL	TEXT			TEXT AMT			
DEP1	ECONOMIC DEVELOPMENT AD LIVABILITY VOLUSIA			1,220			
				1,220			
001-1201-512.48-10	PROMO ACT.-SPECIAL EVENTS	0	285	1,500	0	1,500	
LEVEL	TEXT			TEXT AMT			
DEP1	MISC EVENTS EXPENSES			1,500			
				1,500			
001-1201-512.49-01	MISC EXPENSE	2,967	6,108	6,500	5,600	6,500	
LEVEL	TEXT			TEXT AMT			
DEP1	EMPLOYEE APPRECIATION			6,500			
				6,500			
001-1201-512.49-60	ELECTION EXPENSE	0	0	7,000	160	4,000	3,0
LEVEL	TEXT			TEXT AMT			
DEP1	ELECTION EXPENSE			4,000			
				4,000			
001-1201-512.51-00	OFFICE SUPPLIES	1,676	1,116	2,000	2,394	2,000	
001-1201-512.52-05	MEETING EXPENSE	216	0	300	0	300	
LEVEL	TEXT			TEXT AMT			

Attachment: FY23 1st Public Hearing Budget Presentation (3776 : Tentative Budget Fiscal Year 2022-2023)

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	2020 ACTUALS	FISCAL YEAR 2021 ACTUALS	FY2022 ORIGINAL BUDGET	FY2022 Y-T-D ACTUAL	FY2023 DEPT REQUEST	FY22 ORG BU VS FY23 PROPOS
FUND 001 GENERAL FUND							
DEP1	CITY GOVERNMENT WEEK K8 STUDENTS			300			
				300			
001-1201-512.54-00	BOOKS/PUBL/SUBSCR/MEMBERS	2,866	2,898	3,118	2,703	3,274	1
LEVEL	TEXT			TEXT AMT			
DEP1	ICMA DUES - CITY MANAGER			1,312			
	FCCMA - CITY MANAGER			492			
	FACC - CITY CLERK			75			
	FLORIDA NOTARY ASSC. - CITY CLERK			100			
	IIMC - CITY CLERK			170			
	NEWS JOURNAL			100			
	HALIFAX ASSC. DUES			25			
	VOLUSIA LEAGUE OF CITIES			1,000			
				3,274			
001-1201-512.55-01	TRAINING & EDUCATION COST	0	695	2,340	150	2,340	
LEVEL	TEXT			TEXT AMT			
DEP1	VLC/VCARD DINNERS & MISC EVENTS			600			
	FCCMA SYMPOSIUM; FCCMA WINTER INST; DISTRICT CLASS			500			
	FCCMA CONFERENCE			400			
	FLORIDA ASSC. OF CITY CLERK WEBINARS			200			
	IIMC - ONLINE COURSES FOR MCC CERTIFICATION			240			
	FLC CONFERENCE REGISTRATION			400			
				2,340			
001-1201-514.31-01	PROFESSIONAL SERVICES	35,179	38,288	100,000	39,300	150,000	50,0
LEVEL	TEXT			TEXT AMT			
DEP1	LOBBYIST			50,000			
	LEGAL			100,000			
				150,000			
*	Op Expenditures/Expenses	84,359	90,374	176,557	90,365	226,013	49,4
**	CITY MANAGER	377,095	394,043	499,957	344,468	562,813	62,8

Attachment: FY23 1st Public Hearing Budget Presentation (3776 : Tentative Budget Fiscal Year 2022-2023)

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	2020 ACTUALS	FISCAL YEAR 2021 ACTUALS	FY2022 ORIGINAL BUDGET	FY2022 Y-T-D ACTUAL	FY2023 DEPT REQUEST	FY22 ORG BU VS FY23 PROPOS
FUND 001 GENERAL FUND							
001-1301-513.12-00	REGULAR SALARIES & WAGE	264,823	281,109	444,100	285,517	440,000	4,1
LEVEL	TEXT			TEXT AMT			
DEP1	FINANCE ESTIMATE			440,000			
	FINANCE DIRECTOR						
	ASSISTANT FINANCE DIRECTOR						
	SENIOR ACCOUNTANT						
	PAYROLL COORDINATOR						
	GRANT COORDINATOR						
	FINANCE CLERK II						
	FINANCE CLERK IV						
	LEAVE PAYOUT FOR RETIRING STAFF						
				440,000			
001-1301-513.13-00	OTHER SALARIES & WAGES	26,955	39,317	29,600	24,233	0	29,6
LEVEL	TEXT			TEXT AMT			
DEP1	FINANCE ESTIMATE						
	ACCOUNTANT (PT)						
001-1301-513.14-00	OVERTIME	387	73	600	103	600	
001-1301-513.15-10	CELL PHONE ALLOWANCE	605	578	600	715	600	
001-1301-513.15-20	UNIFORM ALLOWANCE	1,200	800	1,400	1,000	1,400	
*	Personal Services	293,970	321,877	476,300	311,568	442,600	33,7
001-1301-513.21-00	FICA/MEDICARE TAXES	21,960	24,307	36,500	23,607	36,500	
001-1301-513.22-00	RETIREMENT CONTRIBUTION	42,233	50,828	69,600	55,779	75,800	6,2
001-1301-513.23-00	LIFE & HEALTH INSURANCE	39,006	37,649	78,900	44,313	82,700	3,8
001-1301-513.24-00	WORKERS COMP INSURANCE	271	351	500	139	500	
*	Benefits	103,470	113,135	185,500	123,838	195,500	10,0
001-1301-513.31-50	RECORDING FEES	64	0	0	0	0	
001-1301-513.32-00	ACCOUNTING & AUDITING	64,210	52,360	68,800	63,510	77,500	8,7
LEVEL	TEXT			TEXT AMT			
DEP1	AUDITING AND FINANCIAL CONSULTING SERVICES						
	ANNUAL AUDIT			61,400			
	SINGLE AUDIT (2 @ 4,300)			8,600			
	OTHER SERVICES			7,000			
	GFOA COA			500			
				77,500			
001-1301-513.34-00	OTHER SERVICES	14,440	0	0	8,618	0	
001-1301-513.40-01	REGULAR TRAVEL	0	0	2,000	142	2,720	7
LEVEL	TEXT			TEXT AMT			
DEP1	FGFOA CONFERENCE ETC (2 STAFF)			2,720			
				2,720			

Attachment: FY23 1st Public Hearing Budget Presentation (3776 : Tentative Budget Fiscal Year 2022-2023)

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	2020 ACTUALS	FISCAL YEAR 2021 ACTUALS	FY2022 ORIGINAL BUDGET	FY2022 Y-T-D ACTUAL	FY2023 DEPT REQUEST	FY22 ORG BU VS FY23 PROPOS
FUND 001 GENERAL FUND							
001-1301-513.42-00	POSTAGE, FRT, EXPRESS	634	1,637	1,800	963	1,800	
001-1301-513.44-00	RENTALS & LEASES	2,125	2,069	2,200	1,552	2,200	
LEVEL	TEXT		TEXT AMT				
DEP1	COPIER LEASE		2,200				
			2,200				
001-1301-513.45-00	INSURANCE/CLAIMS	6,994	7,206	10,282	10,274	10,282	
LEVEL	TEXT		TEXT AMT				
DEP1	INSURANCE PROPERTY LIABILITY		10,282				
			10,282				
001-1301-513.46-11	MAINTENANCE CONTRACTS	3,468	1,809	2,000	8,965	8,500	6,5
LEVEL	TEXT		TEXT AMT				
DEP1	MONARCH		6,500				
	OTHER		2,000				
			8,500				
001-1301-513.47-00	PRINTING & BINDING	712	912	900	210	700	2
LEVEL	TEXT		TEXT AMT				
DEP1	AP CHECKS		500				
	ANNUAL FINANCIAL REPORT COVERS		100				
	BUSINESS CARDS		100				
	TAX FORMS						
			700				
001-1301-513.49-01	MISC EXPENSE	531	66	100	30	100	
001-1301-513.51-00	OFFICE SUPPLIES	2,477	2,403	2,500	4,070	2,700	2
LEVEL	TEXT		TEXT AMT				
DEP1	MICR TONER		700				
	OTHER		2,000				
			2,700				
001-1301-513.52-01	OPERATING SUPPLIES	189	982	1,000	1,471	1,000	
001-1301-513.52-02	COMPUTERS	278	909	0	954	0	
LEVEL	TEXT		TEXT AMT				
DEP1	FINANCE ESTIMATE						
001-1301-513.52-20	CLOTHING & EQUIP	0	160	0	0	0	
001-1301-513.54-00	BOOKS/PUBL/SUBSCR/MEMBERS	375	569	860	210	1,020	1
LEVEL	TEXT		TEXT AMT				

Attachment: FY23 1st Public Hearing Budget Presentation (3776 : Tentative Budget Fiscal Year 2022-2023)

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	2020 ACTUALS	FISCAL YEAR 2021 ACTUALS	FY2022 ORIGINAL BUDGET	FY2022 Y-T-D ACTUAL	FY2023 DEPT REQUEST	FY22 ORG BU VS FY23 PROPOS
FUND 001 GENERAL FUND							
DEP1	FGFOA MEMBERSHIP (3)			210			
	GFOA PUBLICATIONS			200			
	GFOA MEMBERSHIP			210			
	VFFGFOA MEMBERSHIP (4)			60			
	MISC PUBLICATIONS			200			
	GAAFR E-VERSION			140			
				1,020			
001-1301-513.55-01	TRAINING & EDUCATION COST	150	2,200	3,200	706	2,440	7
LEVEL	TEXT			TEXT AMT			
DEP1	FGFOA SEMINAR REGISTRATION			1,200			
	ADDITIONAL FINANCE (TYLER)			1,000			
	VFFGFOA QTRLY SEMINARS			240			
				2,440			
*	Op Expenditures/Expenses	96,647	73,282	95,642	101,675	110,962	15,3
**	ACCOUNTING	494,087	508,294	757,442	537,081	749,062	8,3

Attachment: FY23 1st Public Hearing Budget Presentation (3776 : Tentative Budget Fiscal Year 2022-2023)

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	2020 ACTUALS	FISCAL YEAR 2021 ACTUALS	FY2022 ORIGINAL BUDGET	FY2022 Y-T-D ACTUAL	FY2023 DEPT REQUEST	FY22 ORG BU VS FY23 PROPOS
FUND 001 GENERAL FUND							
001-1303-513.12-00	REGULAR SALARIES & WAGE	112,596	123,565	142,500	108,334	165,000	22,5
	LEVEL TEXT			TEXT AMT			
	DEP1 FINANCE ESTIMATE			165,000			
	CS SUPERVISOR						
	CS CLERK IV						
	CS CLERK I (2)						
				165,000			
001-1303-513.13-00	OTHER SALARIES & WAGES	0	0	0	2,461	0	
001-1303-513.14-00	OVERTIME	903	164	1,200	242	1,200	
001-1303-513.15-20	UNIFORM ALLOWANCE	400	400	400	400	400	
*	Personal Services	113,899	124,129	144,100	111,437	166,600	22,5
001-1303-513.21-00	FICA/MEDICARE TAXES	8,486	9,167	11,100	8,327	12,600	1,5
001-1303-513.22-00	RETIREMENT CONTRIBUTION	10,132	12,172	15,600	12,127	20,000	4,4
001-1303-513.23-00	LIFE & HEALTH INSURANCE	31,512	33,480	44,700	26,770	47,000	2,3
001-1303-513.24-00	WORKERS COMP INSURANCE	92	99	200	89	200	
001-1303-513.25-00	UNEMPLOYMENT COMP	4,078	0	0	2,739	0	
*	Benefits	54,300	54,918	71,600	50,052	79,800	8,2
001-1303-513.34-00	OTHER SERVICES	47,772	111,708	108,300	72,282	108,300	
	LEVEL TEXT			TEXT AMT			
	DEP1 MERCHANT CREDIT CARD FEES $1,300 MO			15,600			
	POINT & PAY CREDIT CARD FEES $7,100 MO			85,200			
	ENCO LATE NOTIFICATIONS FEES $425 MO			5,100			
	UTILITY CREDIT CHECKS $200 MO			2,400			
				108,300			
001-1303-513.42-00	POSTAGE, FRT, EXPRESS	21,694	22,792	29,500	13,296	29,500	
	LEVEL TEXT			TEXT AMT			
	DEP1 FINANCE ESTIMATE			29,500			
	CUSTOMER SERVICE MAILING						
	UTILITY BILLING BULK MAIL						
				29,500			
001-1303-513.44-00	RENTALS & LEASES	1,975	2,069	2,600	1,976	2,600	
	LEVEL TEXT			TEXT AMT			
	DEP1 COPIER LEASE			2,200			
	PO BOX RENTAL			400			
				2,600			
001-1303-513.45-00	INSURANCE/CLAIMS	5,087	4,900	5,558	5,553	5,558	
	LEVEL TEXT			TEXT AMT			

Attachment: FY23 1st Public Hearing Budget Presentation (3776 : Tentative Budget Fiscal Year 2022-2023)

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	2020 ACTUALS	FISCAL YEAR 2021 ACTUALS	FY2022 ORIGINAL BUDGET	FY2022 Y-T-D ACTUAL	FY2023 DEPT REQUEST	FY22 ORG BU VS FY23 PROPOS
FUND 001 GENERAL FUND							
DEP1	PROPERTY & LIABILITY INSURANCE			5,558			
				5,558			
001-1303-513.46-11	MAINTENANCE CONTRACTS	1,572	87-	1,600	2,749	1,600	
001-1303-513.47-00	PRINTING & BINDING	7,537	8,421	10,900	11,160	10,900	
LEVEL	TEXT			TEXT AMT			
DEP1	MCCA UTILITY BILL PRINTING			10,400			
	DOOR KNOCKERS			500			
				10,900			
001-1303-513.49-59	BAD DEBT EXPENSE	5,516	1,610-	0	0	0	
LEVEL	TEXT			TEXT AMT			
DEP1	FINANCE ESTIMATE						
001-1303-513.51-00	OFFICE SUPPLIES	972	718	1,000	613	1,000	
001-1303-513.52-01	OPERATING SUPPLIES	0	0	0	242	0	
LEVEL	TEXT			TEXT AMT			
DEP1	FINANCE ESTIMATE						
001-1303-513.52-02	COMPUTERS	0	0	0	2,985	0	
001-1303-513.52-20	CLOTHING & EQUIP	904	408	500	413	500	
LEVEL	TEXT			TEXT AMT			
DEP1	UNIFORM SHIRTS (5 EA X 4)			500			
				500			
001-1303-513.55-01	TRAINING & EDUCATION COST	0	50	600	0	600	
LEVEL	TEXT			TEXT AMT			
DEP1	SUPERVISOR & STAFF TRAINING			600			
				600			
*	Op Expenditures/Expenses	93,029	149,369	160,558	111,269	160,558	
**	CUSTOMER SERVICE	261,228	328,416	376,258	272,758	406,958	30,7

Attachment: FY23 1st Public Hearing Budget Presentation (3776 : Tentative Budget Fiscal Year 2022-2023)

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	2020 ACTUALS	FISCAL YEAR 2021 ACTUALS	FY2022 ORIGINAL BUDGET	FY2022 Y-T-D ACTUAL	FY2023 DEPT REQUEST	FY22 ORG BU VS FY23 PROPOS
FUND 001 GENERAL FUND							
001-1306-516.12-00	REGULAR SALARIES & WAGE	0	81,661	83,800	66,423	86,400	2,6
LEVEL	TEXT			TEXT AMT			
DEP1	IT MANAGER			86,400			
				86,400			
001-1306-516.15-10	CELL PHONE ALLOWANCE	0	578	600	490	600	
001-1306-516.15-20	UNIFORM ALLOWANCE	0	200	200	200	200	
*	Personal Services	0	82,439	84,600	67,113	87,200	2,6
001-1306-516.21-00	FICA/MEDICARE TAXES	0	6,159	6,500	4,969	6,700	2
001-1306-516.22-00	RETIREMENT CONTRIBUTION	0	8,199	8,900	7,114	10,300	1,4
001-1306-516.23-00	LIFE & HEALTH INSURANCE	0	8,462	11,400	7,695	11,880	4
001-1306-516.24-00	WORKERS COMP INSURANCE	0	64	100	53	100	
*	Benefits	0	22,884	26,900	19,831	28,980	2,6
001-1306-516.34-00	OTHER SERVICES	0	70,121	70,204	71,279	78,045	7,8
LEVEL	TEXT			TEXT AMT			
DEP1	ACCELLA			6,700			
	ADOBE CREATIVE CLOUD			3,500			
	AMAZON WEB SERVICES			6,000			
	EXAGRID (DISC BACKUP APPLIANCE HW MAINT.)			3,500			
	CODEJOCK			200			
	ESRL-AESRL-ARCVIEW			1,200			
	GO DADDY			600			
	GOOGLE APPS			13,000			
	HOSTGATOR WEB HOSTING			500			
	INDIGO ROSE			200			
	IPAD RMS MAINTENANCE			225			
	MINDGATE PRINTCHEF			200			
	PORTER LEE CORPORATION			1,000			
	RMS			8,500			
	RUCKUS WIRELESS			1,200			
	SOFTWARE HOUSE INTERNATIONAL(SHI)			16,000			
	TEAMVIEWER			500			
	ANTIVIRUS SOFTWARE			3,000			
	CISCO HARDWARE SUPPORT			5,000			
	IMAGEONE			7,020			
				78,045			
001-1306-516.40-01	REGULAR TRAVEL	0	0	2,300	42	2,300	
LEVEL	TEXT			TEXT AMT			
DEP1	FLGISA CONFERENCE			1,300			
	TRAVEL PER DIEM			1,000			
				2,300			

Attachment: FY23 1st Public Hearing Budget Presentation (3776 : Tentative Budget Fiscal Year 2022-2023)

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	2020 ACTUALS	FISCAL YEAR 2021 ACTUALS	FY2022 ORIGINAL BUDGET	FY2022 Y-T-D ACTUAL	FY2023 DEPT REQUEST	FY22 ORG BU VS FY23 PROPOS
FUND 001 GENERAL FUND							
001-1306-516.41-00	COMMUNICATION SERVICES	0	52,108	54,300	37,496	55,400	1,1
LEVEL	TEXT			TEXT AMT			
DEP1	SPECTRUM			37,000			
	DEPT. OF MANAGEMENT SERVICES			1,200			
	VERIZON			15,000			
	PUBLIC WIFI			2,200			
				55,400			
001-1306-516.42-00	POSTAGE, FRT, EXPRESS	0	10	200	1,678	200	
001-1306-516.44-00	RENTALS & LEASES	0	1,056	1,200	792	1,200	
LEVEL	TEXT			TEXT AMT			
DEP1	PITNEY BOWES MACHINE			1,200			
				1,200			
001-1306-516.44-20	OPERATING LEASE EXP	0	35,785	40,000	30,606	40,000	
LEVEL	TEXT			TEXT AMT			
DEP1	PHONE SYSTEM LEASE			40,000			
				40,000			
001-1306-516.45-00	PROPERTY LIAB INSURANCE	0	1,225	1,390	1,388	1,390	
LEVEL	TEXT			TEXT AMT			
DEP1	PROPERTY AND GENERAL LIABILITY			1,390			
				1,390			
001-1306-516.46-01	REPAIRS & MAINTENANCE	0	3,147	6,000	2,951	0	6,0
001-1306-516.46-02	COMPUTERS	0	549	2,500	772	3,000	5
001-1306-516.46-11	MAINTENANCE CONTRACTS	0	150,752	120,980	180,605	182,403	61,4
LEVEL	TEXT			TEXT AMT			
DEP1	CENTRAL SQ ANNUAL MAINTENANCE			99,496			
	QUATRED			2,472			
	IMAGE ONE			7,020			
	GRANCIUS			6,615			
	TYLER TECHNOLOGIES			66,800			
				182,403			
001-1306-516.51-00	OFFICE SUPPLIES	0	29	200	90	500	3
001-1306-516.52-01	OPERATING SUPPLIES	0	509	249	364	249	
001-1306-516.52-02	COMPUTERS	0	22,063	38,100	23,613	24,400	13,7
LEVEL	TEXT			TEXT AMT			
DEP1	UPS BATTERIES			3,000			

Attachment: FY23 1st Public Hearing Budget Presentation (3776 : Tentative Budget Fiscal Year 2022-2023)

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	2020 ACTUALS	FISCAL YEAR 2021 ACTUALS	FY2022 ORIGINAL BUDGET	FY2022 Y-T-D ACTUAL	FY2023 DEPT REQUEST	FY22 ORG BU VS FY23 PROPOS
FUND 001 GENERAL FUND							
	UPS			2,500			
	NEW SOFTWARE			4,000			
	MONITORS, MISC COMPUTER SUPPLIES			3,000			
	PD PRINTER			1,300			
	PD SIGNATURE PADS			600			
	BACKUP SOFTWARE			10,000			
				24,400			
001-1306-516.52-64	MACH/EQUIP CAPITAL-LIKE	0	0	0	3,000	103,100	103,1
LEVEL	TEXT			TEXT AMT			
DEP1	SERVERS			103,100			
				103,100			
001-1306-516.54-00	BOOKS/PUBL/SUBSCR/MEMBERS	0	200	300	200	300	
001-1306-516.55-01	TRAINING & EDUCATION COST	0	0	600	0	3,100	2,5
LEVEL	TEXT			TEXT AMT			
DEP1	FLGISA REGISTRATION			300			
	TRAINING			2,800			
				3,100			
*	Op Expenditures/Expenses	0	337,554	338,523	354,876	495,587	157,0
**	ADMIN SVCS/IT	0	442,877	450,023	441,820	611,767	161,7

Attachment: FY23 1st Public Hearing Budget Presentation (3776 : Tentative Budget Fiscal Year 2022-2023)

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	2020 ACTUALS	FISCAL YEAR 2021 ACTUALS	FY2022 ORIGINAL BUDGET	FY2022 Y-T-D ACTUAL	FY2023 DEPT REQUEST	FY22 ORG BU VS FY23 PROPOS
FUND 001 GENERAL FUND							
001-1310-513.12-00	REGULAR SALARIES & WAGE	75,871	87,133	159,300	75,425	154,000	5,3
LEVEL	TEXT			TEXT AMT			
DEP1	HUMAN RESOURCES MANAGER - 3 MONTHS OVERLAP			22,000			
	NEW HR MANAGER			88,000			
	PAYOUT FOR RETIRING MANAGER			44,000			
				154,000			
001-1310-513.15-10	CELL PHONE ALLOWANCE	605	578	750	490	750	
001-1310-513.15-20	UNIFORM ALLOWANCE	200	200	200	200	200	
*	Personal Services	76,676	87,911	160,250	76,115	154,950	5,3
001-1310-513.21-00	FICA/MEDICARE TAXES	5,741	6,574	12,300	5,645	9,190	3,1
001-1310-513.22-00	RETIREMENT CONTRIBUTION	19,677	23,065	29,900	13,850	34,500	4,6
001-1310-513.23-00	LIFE & HEALTH INSURANCE	8,709	8,462	14,200	7,698	14,855	6
001-1310-513.24-00	WORKERS COMP INSURANCE	62	70	200	60	200	
*	Benefits	34,189	38,171	56,600	27,253	58,745	2,1
001-1310-513.31-01	PROFESSIONAL SERVICES	39,777	45,279	47,500	40,796	50,000	2,5
LEVEL	TEXT			TEXT AMT			
DEP1	CONSULTING FEE			35,000			
	MEDICAL EXAMS			5,000			
	POLICE AND FIRE STRESS EKG TESTS			2,000			
	PD PSYCH EVALUATIONS			3,000			
	DRUG/ALCOHOL TESTS			2,500			
	RANDOM DRUG SCREENS			2,500			
				50,000			
001-1310-513.34-30	EMPLOY ADS/JOB OPPORTUNIT	350	0	500	2,400	500	
LEVEL	TEXT			TEXT AMT			
DEP1	EMPLOYMENT ADS / JOB POSTINGS			500			
				500			
001-1310-513.40-01	REGULAR TRAVEL	0	0	750	0	750	
001-1310-513.42-00	POSTAGE, FRT, EXPRESS	17	48	500	38	500	
001-1310-513.44-00	RENTALS & LEASES	427	597	700	448	700	
LEVEL	TEXT			TEXT AMT			
DEP1	CM COPIER LEASE @ 25%			700			
				700			
001-1310-513.45-00	INSURANCE/CLAIMS	1,272	1,225	1,737	1,735	1,737	
LEVEL	TEXT			TEXT AMT			
DEP1	PROPERTY & LIABILITY INSURANCE			1,737			

Attachment: FY23 1st Public Hearing Budget Presentation (3776 : Tentative Budget Fiscal Year 2022-2023)

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	2020 ACTUALS	FISCAL YEAR 2021 ACTUALS	FY2022 ORIGINAL BUDGET	FY2022 Y-T-D ACTUAL	FY2023 DEPT REQUEST	FY22 ORG BU VS FY23 PROPOS
FUND 001 GENERAL FUND							
				1,737			
001-1310-513.46-11	MAINTENANCE CONTRACTS	408	3,754	4,150	3,988	4,650	5
LEVEL	TEXT			TEXT AMT			
DEP1	CM COPIER MAINTENANCE FEE @ 25%			650			
	ONLINE APPLICANT TRACKING SOFTWARE ANNUAL MAINTENA			4,000			
				4,650			
001-1310-513.49-29	OTHER PERSONAL SERVICES	465	650	1,550	643	1,550	
LEVEL	TEXT			TEXT AMT			
DEP1	WELLNESS EVENTS			500			
	EMPLOYEE/CORPORATE/CITIZEN OF THE YEAR PICTURES			750			
	EMPLOYEE/CORPORATE/CITIZEN OF THE YEAR PLAQUES			300			
				1,550			
001-1310-513.52-02	COMPUTERS	7,250	0	0	0	0	
001-1310-513.54-00	BOOKS/PUBL/SUBSCR/MEMBERS	304	156	200	156	200	
LEVEL	TEXT			TEXT AMT			
DEP1	IPMA - HR INDIVIDUAL MEMBERSHIP			200			
				200			
001-1310-513.55-01	TRAINING & EDUCATION COST	1,977	2,024	4,000	2,074	4,450	4
LEVEL	TEXT			TEXT AMT			
DEP1	TARGET SOLUTIONS ON-LINE TRAINING			2,500			
	SEMINARS ETC FOR NEW HR DIRECTOR			1,950			
				4,450			
001-1310-514.31-01	PROFESSIONAL SERVICES	1,351	1,000	10,000	533	10,000	
* Op Expenditures/Expenses		53,598	54,733	71,587	52,811	75,037	3,4
** PERSONNEL		164,463	180,815	288,437	156,179	288,732	2

Attachment: FY23 1st Public Hearing Budget Presentation (3776 : Tentative Budget Fiscal Year 2022-2023)

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	2020 ACTUALS	FISCAL YEAR 2021 ACTUALS	FY2022 ORIGINAL BUDGET	FY2022 Y-T-D ACTUAL	FY2023 DEPT REQUEST	FY22 ORG BU VS FY23 PROPOS
FUND 001 GENERAL FUND							
001-2110-521.12-00	REGULAR SALARIES & WAGE	1,212,662	1,275,111	1,407,600	1,027,953	1,450,000	42,4
LEVEL	TEXT			TEXT AMT			
DEP1	FINANCE ESTIMATE			1,450,000			
	CHIEF						
	DEPUTY CHIEF						
	LIEUTENANT						
	SERGEANT (5)						
	POLICE OFFICER (13)						
	ADMIN ASST						
	EVIDENCE TECH						
	SERVICE CLERK (2)						
	NEW POLICE OFFICER						
				1,450,000			
001-2110-521.13-00	OTHER SALARIES & WAGES	1,620	0	0	0	0	
LEVEL	TEXT			TEXT AMT			
DEP1	CID						
001-2110-521.14-00	OVERTIME	111,497	131,432	138,100	126,471	155,000	16,9
001-2110-521.15-00	INCENTIVE PAY	14,605	12,199	12,500	9,080	12,500	
001-2110-521.15-10	CELL PHONE ALLOWANCE	4,840	4,720	5,400	3,845	6,000	6
001-2110-521.15-20	UNIFORM ALLOWANCE	4,484	4,425	4,500	3,887	4,500	
001-2110-521.15-30	BOOT ALLOWANCE	1,900	2,200	2,400	3,120	3,000	6
*	Personal Services	1,351,608	1,430,087	1,570,500	1,174,356	1,631,000	60,5
001-2110-521.21-00	FICA TAXES	98,049	104,156	120,300	87,383	125,000	4,7
001-2110-521.22-00	RETIREMENT CONTRIBUTION	524,949	478,604	459,700	244,720	500,000	40,3
001-2110-521.23-00	LIFE & HEALTH INSURANCE	210,968	209,457	302,600	190,945	330,000	27,4
001-2110-521.24-00	WORKERS COMP INSURANCE	21,034	22,806	24,200	14,501	25,000	8
001-2110-521.25-00	UNEMPLOYMENT COMP	0	253-	0	1,273-	0	
*	Benefits	855,000	814,770	906,800	536,276	980,000	73,2
001-2110-521.31-01	PROFESSIONAL SERVICES	5,934	5,898	6,400	4,631	6,600	2
LEVEL	TEXT			TEXT AMT			
DEP1	THOMPSON RUETTER (CLEAR CID)			4,400			
	SUSTEEN (CELLPHONE FORENSIC)			2,200			
				6,600			
001-2110-521.34-00	OTHER SERVICES	1,447	2,681	3,300	1,103	3,400	1
LEVEL	TEXT			TEXT AMT			
DEP1	BEAST			1,100			
	METH LAB CLEAN UP			1,000			
	EVIDENCE DESTRUCTION			500			
	EVIDENCE STORAGE			800			

Attachment: FY23 1st Public Hearing Budget Presentation (3776 : Tentative Budget Fiscal Year 2022-2023)

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	2020 ACTUALS	FISCAL YEAR 2021 ACTUALS	FY2022 ORIGINAL BUDGET	FY2022 Y-T-D ACTUAL	FY2023 DEPT REQUEST	FY22 ORG BU VS FY23 PROPOS
FUND 001 GENERAL FUND							
				3,400			
001-2110-521.35-00	INVESTIGATION COSTS	568	314	1,500	99	1,500	
LEVEL	TEXT			TEXT AMT			
DEP1	SUBPOENAS			500			
	CONFIDENTIAL INFORMANTS			500			
	MISC INVESTIGATION COSTS			500			
				1,500			
001-2110-521.40-01	REGULAR TRAVEL	894	42	4,000	1,437	4,500	5
LEVEL	TEXT			TEXT AMT			
DEP1	REIMBURSEMENT FOR MEALS AND MILEAGE			4,500			
				4,500			
001-2110-521.42-00	POSTAGE, FRT, EXPRESS	167	179	750	60	900	1
LEVEL	TEXT			TEXT AMT			
DEP1	POSTAGE			700			
	POSTAGE- VAC			200			
				900			
001-2110-521.44-00	RENTALS & LEASES	2,649	2,395	3,800	1,759	19,700	15,9
LEVEL	TEXT			TEXT AMT			
DEP1	COPIER LEASE			2,500			
	PRINTER			1,300			
	LICENSE PLATE READER LEASE			15,900			
				19,700			
001-2110-521.45-00	INSURANCE/NON-EMPLOYEE	46,304	51,626	58,749	58,701	58,749	
LEVEL	TEXT			TEXT AMT			
DEP1	PROPERTY & LIABILITY INSURANCE			35,916			
	LAW ENFORCEMENT LIABILITY			22,833			
				58,749			
001-2110-521.46-01	REPAIRS & MAINTENANCE	2,478	2,116	5,400	3,788	5,400	
LEVEL	TEXT			TEXT AMT			
DEP1	RADAR CALIBRATIONS			2,400			
	COMMUNICATIONS INTERNATIONAL & BATTERIES			3,000			
				5,400			
001-2110-521.46-11	MAINTENANCE CONTRACTS	8,622	24,164	24,850	16,737	20,930	3,9
LEVEL	TEXT			TEXT AMT			

Attachment: FY23 1st Public Hearing Budget Presentation (3776 : Tentative Budget Fiscal Year 2022-2023)

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	2020 ACTUALS	FISCAL YEAR 2021 ACTUALS	FY2022 ORIGINAL BUDGET	FY2022 Y-T-D ACTUAL	FY2023 DEPT REQUEST	FY22 ORG BU VS FY23 PROPOS
FUND 001 GENERAL FUND							
DEP1	COMMUNICATIONS INTERNATIONAL -RADIO MAINTENANCE			2,300			
	MAINTENANCE CONTRACTS			1,400			
	AXON-BODY CAMERA (YEAR 3)			17,130			
	CAMERA MAINTENANCE			100			
				20,930			
001-2110-521.46-50	FLEET CHARGES	84,906	20,631	30,000	26,498	30,000	
LEVEL	TEXT			TEXT AMT			
DEP1	FLEET PARTS			30,000			
				30,000			
001-2110-521.46-59	PORTN OF 4650 REIMB BY EE	9,465-	8,815-	9,400-	6,855-	9,400-	
LEVEL	TEXT			TEXT AMT			
DEP1	EE REIMBURSEMENT			9,400-			
				9,400-			
001-2110-521.46-60	SMALL EQ REPAIR & MAINT	286	656	500	33	500	
LEVEL	TEXT			TEXT AMT			
DEP1	REPAIRS FOR PD TRAILERS			500			
				500			
001-2110-521.47-00	PRINTING & BINDING	747	991	1,000	986	2,000	1,0
LEVEL	TEXT			TEXT AMT			
DEP1	PRINTING EXPENSES			1,000			
	PRINTING VAC			1,000			
				2,000			
001-2110-521.49-01	MISC EXPENSE	333	505	500	625	1,500	1,0
LEVEL	TEXT			TEXT AMT			
DEP1	AWARDS AND PLAQUE'S			1,500			
				1,500			
001-2110-521.51-00	OFFICE SUPPLIES	2,502	2,259	3,600	1,692	3,000	0
LEVEL	TEXT			TEXT AMT			
DEP1	OFFICE SUPPLIES			3,000			
	OFFICE SUPPLIES FOR VAC						
				3,000			
001-2110-521.52-01	OPERATING SUPPLIES	20,615	12,932	12,250	5,165	18,950	6,7
LEVEL	TEXT			TEXT AMT			

Attachment: FY23 1st Public Hearing Budget Presentation (3776 : Tentative Budget Fiscal Year 2022-2023)

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	2020 ACTUALS	FISCAL YEAR 2021 ACTUALS	FY2022 ORIGINAL BUDGET	FY2022 Y-T-D ACTUAL	FY2023 DEPT REQUEST	FY22 ORG BU VS FY23 PROPOS
FUND 001 GENERAL FUND							
DEP1	AMMO			8,000			
	MISC OPERATING SUPPLIES (GLOVES, ETC)			7,000			
	EVIDENCE SUPPLIES (PACKAGING& DRUG KITS)			2,000			
	NATIONAL NIGHT OUT			500			
	CHRISTMAS PARADE			250			
	CAMERA RECORDERS (6@200)			1,200			
				18,950			
001-2110-521.52-02	COMPUTERS	3,523	23,697	0	0	0	
001-2110-521.52-05	MEETING EXPENSE	331	59	900	599	900	
LEVEL	TEXT			TEXT AMT			
DEP1	NEIGHBORHOOD WATCH MEETING			800			
	INTERVIEW BOARD MEETING EXPENSE			100			
				900			
001-2110-521.52-20	CLOTHING & EQUIP	4,664	15,933	22,700	15,821	26,200	3,5
LEVEL	TEXT			TEXT AMT			
DEP1	REPLACEMENT BULLETPROOF VEST 8X410			3,500			
	REPLACEMENT UNIFORMS			9,000			
	COMPLETE UNIFORMS FOR NEW HIRES			2,500			
	REPLACEMENT EQUIPMENT (LIEU/CLOTHING ALLOWANCE)			4,600			
	TASERS (4) @1200			5,600			
	TASER CARTRIDGES (32@$28)			1,000			
				26,200			
001-2110-521.52-21	PROGRAM EXPENSE	514	0	1,500	125	500	1,0
LEVEL	TEXT			TEXT AMT			
DEP1	EXPLORER CHARTER AND INSURANCE			500			
				500			
001-2110-521.52-50	FUEL & OIL SUPPLIES	50,494	59,355	84,000	65,149	100,000	16,0
LEVEL	TEXT			TEXT AMT			
DEP1	FUEL AND OIL			90,000			
				90,000			
001-2110-521.52-64	MACH/EQUIP CAPITAL-LIKE	7,870	0	0	2,800	0	
001-2110-521.54-00	BOOKS/PUBL/SUBSCR/MEMBERS	935	1,309	2,200	425	2,500	3
LEVEL	TEXT			TEXT AMT			
DEP1	FBI NATIONAL ACADEMY ASSOC			300			
	FLORIDA CHIEFS ASSOCIATION			400			
	INTERNATIONAL ASSOCIATION OF CHIEFS OF POLICE			400			
	NOTARY			300			

Attachment: FY23 1st Public Hearing Budget Presentation (3776 : Tentative Budget Fiscal Year 2022-2023)

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	2020 ACTUALS	FISCAL YEAR 2021 ACTUALS	FY2022 ORIGINAL BUDGET	FY2022 Y-T-D ACTUAL	FY2023 DEPT REQUEST	FY22 ORG BU VS FY23 PROPOS
FUND 001 GENERAL FUND							
	VOLUSIA/FLAGLER COUNTY POLICE CHIEFS ASSOC			300			
	FLORIDA EMERGENCY PREPARDNESS			100			
	INT ASSOC FOR PROPERTY AND EVIDENCE			200			
	VAC UPDATE TRAINING AND MEMBERSHIPS			500			
				2,500			
001-2110-521.55-01	TRAINING & EDUCATION COST	7,636	8,535	17,200	13,528	18,400	1,2
LEVEL	TEXT			TEXT AMT			
DEP1	PLI			4,000			
	MISC TRAINING CLASSES			5,000			
	THI (2@650)			1,100			
	FBI FLORIDA EXECUTIVE LEADERSHIP			600			
	TARGET SOLUTIONS			2,000			
	TARGET SOLUTIONS MAINTENANCE			400			
	VAC TRAINING SOFTWARE			1,700			
	VAC TRAINING			1,500			
	2023 CJIS TRAINING @2			800			
	2023 GOVERNORS HURRICANE CONF			300			
	VAC TRAINING MADATORY UPDATES			1,000			
				18,400			
001-2110-521.55-20	2ND DOLLAR FUND	300	815	3,700	0	3,700	
LEVEL	TEXT			TEXT AMT			
DEP1	FBI NAA TRAINING			1,000			
	SEMINARS AND CLASSES BY STATE FOR POLICE			1,300			
	FL POLICE CHIEFS TRAINING			900			
	NEW POLICE CHIEFS			500			
				3,700			
001-2110-521.56-10	VIP PROGRAM EXPENSE	0	0	750	106	800	
LEVEL	TEXT			TEXT AMT			
DEP1	VIPS PROGRAM EXPENSES (CLOTHING AND EQUIPMENT)			800			
				800			
*	Op Expenditures/Expenses	245,254	228,277	280,149	215,012	321,229	41,0
001-2110-521.64-00	MACHINERY & EQUIPMENT	31,336	0	5,995	5,995	0	5,9
*	Capital Outlay	31,336	0	5,995	5,995	0	5,9
001-2110-521.82-00	PRIVATE ORG.GRANTS/CONTRB	0	0	1,000	0	1,000	
LEVEL	TEXT			TEXT AMT			
DEP1	CRIME STOPPERS DINNER			1,000			
				1,000			

Attachment: FY23 1st Public Hearing Budget Presentation (3776 : Tentative Budget Fiscal Year 2022-2023)

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	2020 ACTUALS	FISCAL YEAR 2021 ACTUALS	FY2022 ORIGINAL BUDGET	FY2022 Y-T-D ACTUAL	FY2023 DEPT REQUEST	FY22 ORG BU VS FY23 PROPOS
FUND 001 GENERAL FUND							
001-2110-521.83-01	VICTIMS' ADVOCACY/ASSIST.	0	0	500	0	500	
LEVEL DEP1	TEXT VICTIM ADVOCATE EXPENSES FOR VICTIMS			TEXT AMT 500 500			
*	Grants and Aids	0	0	1,500	0	1,500	
**	PUBLIC SAFETY	2,483,198	2,473,134	2,764,944	1,931,639	2,933,729	168,7

Attachment: FY23 1st Public Hearing Budget Presentation (3776 : Tentative Budget Fiscal Year 2022-2023)

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	2020 ACTUALS	FISCAL YEAR 2021 ACTUALS	FY2022 ORIGINAL BUDGET	FY2022 Y-T-D ACTUAL	FY2023 DEPT REQUEST	FY22 ORG BU VS FY23 PROPOS
FUND 001 GENERAL FUND							
001-2210-522.12-00	REGULAR SALARIES & WAGE	649,280	648,642	721,000	518,935	800,000	79,0
	LEVEL TEXT			TEXT AMT			
	DEP1 FINANCE ESTIMATE INCL DROP PAYOUT			800,000			
	FIRE CHIEF						
	LIEUTENANT (3)						
	DRIVER/ENGINEER (3)						
	PARAMEDIC (3)						
	FIREFIGHTER (3)						
	ADMIN ASST						
	FIRE CHIEF						
	PARAMEDIC OTHER WAGES (6)						
				800,000			
001-2210-522.13-00	OTHER SALARIES & WAGES	332	24,162	23,900	21,199	30,000	6,1
	LEVEL TEXT			TEXT AMT			
	DEP1 ADMIN ASSISTANT (PT)			30,000			
				30,000			
001-2210-522.14-00	OVERTIME	101,966	103,144	106,900	90,705	119,800	12,9
001-2210-522.15-00	INCENTIVE PAY	4,790	6,442	7,000	5,568	6,500	5
	LEVEL TEXT			TEXT AMT			
	DEP1 INCENTIVE PAY (8 FTE)			6,500			
				6,500			
001-2210-522.15-10	CELL PHONE ALLOWANCE	605	578	600	490	600	
001-2210-522.15-20	UNIFORM ALLOWANCE	200	0	0	0	0	
001-2210-522.15-30	BOOT ALLOWANCE	0	0	1,440	0	1,440	
*	Personal Services	757,173	782,968	860,840	636,897	958,340	97,5
001-2210-522.21-00	FICA TAXES	54,394	57,023	65,900	46,009	72,890	6,9
001-2210-522.22-00	RETIREMENT CONTRIBUTION	325,977	327,079	392,400	258,124	431,540	39,1
	LEVEL TEXT			TEXT AMT			
	DEP1 FIRE PENSION-CITY			376,500			
	FIRE PENSION-STATE			51,500			
	FRS RETIREMENT			3,540			
				431,540			
001-2210-522.23-00	LIFE & HEALTH INSURANCE	105,917	93,267	142,600	81,923	150,000	7,4
001-2210-522.24-00	WORKERS COMP INSURANCE	17,215	18,120	21,400	14,687	23,670	2,2
001-2210-522.25-00	UNEMPLOYMENT COMP	0	305	0	203	0	
*	Benefits	503,503	495,794	622,300	400,946	678,100	55,8
001-2210-522.31-01	PROFESSIONAL SERVICES	1,400	575	2,500	0	2,300	2

Attachment: FY23 1st Public Hearing Budget Presentation (3776 : Tentative Budget Fiscal Year 2022-2023)

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	2020 ACTUALS	FISCAL YEAR 2021 ACTUALS	FY2022 ORIGINAL BUDGET	FY2022 Y-T-D ACTUAL	FY2023 DEPT REQUEST	FY22 ORG BU VS FY23 PROPOS
FUND 001 GENERAL FUND							
	LEVEL TEXT			TEXT AMT			
	DEP1 STATE VEHICLE AND BUILDING PERMITS			1,150			
	EMT / PARAMEDIC LICENSING			1,150			
				2,300			
001-2210-522.34-00	OTHER SERVICES	455	490	500	520	600	1
	LEVEL TEXT			TEXT AMT			
	DEP1 BIOHAZARD WASTE DISPOSAL			600			
				600			
001-2210-522.40-01	REGULAR TRAVEL	0	0	300	0	300	
	LEVEL TEXT			TEXT AMT			
	DEP1 PER DIEM FOR TRAINING IN SEMINOLE COUNTY			300			
				300			
001-2210-522.42-00	POSTAGE, FRT, EXPRESS	103	667	250	99	250	
001-2210-522.44-00	RENTALS & LEASES	14,945	15,255	16,000	12,376	16,000	
	LEVEL TEXT			TEXT AMT			
	DEP1 HYDRANT RENTAL FROM WATER DEPARTMENT			15,000			
	MEDICAL OXYGEN RENTAL AND FILL			1,000			
				16,000			
001-2210-522.45-00	INSURANCE/NON-EMPLOYEE	21,655	17,863	20,226	22,739	20,226	
	LEVEL TEXT			TEXT AMT			
	DEP1 PROPERTY & LIABILITY INSURANCE			20,226			
				20,226			
001-2210-522.46-01	REPAIRS & MAINTENANCE	1,197	1,863	1,000	3,122	1,700	7
	LEVEL TEXT			TEXT AMT			
	DEP1 MSA AIR PACK SERVICE AND MAINTENANCE			1,000			
	HURST RESCUE TOOL YEARLY SERVICE			700			
	MSA HYDRO EVERY 5 YRS (2026)						
				1,700			
001-2210-522.46-11	MAINTENANCE CONTRACTS	2,245	4,683	3,100	7,903	2,700	4
	LEVEL TEXT			TEXT AMT			
	DEP1 MOBILE COM APP FOR ENGINE MDT (IPAD) (CAD SYSTEM)			600			
	BREATHING AIR FILL STATION AND TESTING			1,500			
	COMMUNICATIONS FOR VEHICLES (FOR CAD SYSTEM)			600			
	ZOLL MAINTENANCE CONTRACT EVERY 5 YRS (2026)						

Attachment: FY23 1st Public Hearing Budget Presentation (3776 : Tentative Budget Fiscal Year 2022-2023)

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	2020 ACTUALS	FISCAL YEAR 2021 ACTUALS	FY2022 ORIGINAL BUDGET	FY2022 Y-T-D ACTUAL	FY2023 DEPT REQUEST	FY22 ORG BU VS FY23 PROPOS
FUND 001 GENERAL FUND							
	RADIO MAINTENANCE CONTRACT EVERY 1 YR (2027)						
				2,700			
001-2210-522.46-50	FLEET CHARGES	16,958	1,820	20,000	9,976	20,000	
LEVEL	TEXT			TEXT AMT			
DEP1	FLEET VEHICLE REPAIR & MAINTENANCE			20,000			
				20,000			
001-2210-522.46-60	Small Equipment Repairs	0	111	500	158	0	5
001-2210-522.46-70	GENERATOR REPAIR & MAIN	5,304	138	500	0	500	
001-2210-522.47-00	PRINTING & BINDING	255	265	300	0	300	
001-2210-522.49-01	MISC EXPENSE	217	1-	0	0	0	
001-2210-522.51-00	OFFICE SUPPLIES	359	984	600	136	600	
001-2210-522.52-01	OPERATING SUPPLIES	21,373	15,207	19,200	12,370	19,500	3
LEVEL	TEXT			TEXT AMT			
DEP1	REPLACEMENT TURNOUT GEAR			6,000			
	STATION OPERATIONS			6,500			
	ENGINE OPERATIONS			7,000			
				19,500			
001-2210-522.52-05	MEETING EXPENSE	0	48	100	0	0	1
001-2210-522.52-06	TRAINING SUPPLIES	360	0	1,000	0	0	1,0
001-2210-522.52-19	UNIFORM EXPENSE	5,749	7,287	5,000	5,502	6,000	1,0
LEVEL	TEXT			TEXT AMT			
DEP1	UNIFORM CLEANING			2,500			
	STATION UNIFORMS			3,500			
				6,000			
001-2210-522.52-50	FUEL & OIL SUPPLIES	7,727	8,334	10,000	6,764	25,000	15,0
001-2210-522.52-70	EMS SUPPLIES	11,579	8,237	9,000	511	10,000	1,0
LEVEL	TEXT			TEXT AMT			
DEP1	MEDICAL SUPPLIES			10,000			
				10,000			
001-2210-522.52-90	FIRE PREVENTION SUPPLIES	0	0	500	0	500	
LEVEL	TEXT			TEXT AMT			
DEP1	SCHOOL AND COMMUNITY AWARENESS SUPPLIES			500			
				500			
001-2210-522.54-00	BOOKS/PUBL/SUBSCR/MEMBERS	245	300	500	275	500	
LEVEL	TEXT			TEXT AMT			

Attachment: FY23 1st Public Hearing Budget Presentation (3776 : Tentative Budget Fiscal Year 2022-2023)

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	2020 ACTUALS	FISCAL YEAR 2021 ACTUALS	FY2022 ORIGINAL BUDGET	FY2022 Y-T-D ACTUAL	FY2023 DEPT REQUEST	FY22 ORG BU VS FY23 PROPOS
FUND 001 GENERAL FUND							
DEP1	FLORIDA FIRE CHIEFS			100			
	NOTARY			100			
	VOLUSIA COUNTY FIRE CHIEFS			100			
	FLORIDA FIRE MARSHALLS			200			
				500			
001-2210-522.55-01	TRAINING & EDUCATION COST	6,321	3,580	9,000	3,303	10,300	1,3
LEVEL	TEXT			TEXT AMT			
DEP1	EDUCATIONAL REIMBURSEMENT (IAFF)			7,500			
	TARGET SOLUTIONS			1,700			
	CHIEFS TRAINING			100			
	TRAINING SUPPLIES			1,000			
				10,300			
*	Op Expenditures/Expenses	118,447	87,706	120,076	85,754	137,276	17,2
**	PUBLIC SAFETY	1,379,123	1,366,468	1,603,216	1,123,597	1,773,716	170,5

Attachment: FY23 1st Public Hearing Budget Presentation (3776 : Tentative Budget Fiscal Year 2022-2023)

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	2020 ACTUALS	FISCAL YEAR 2021 ACTUALS	FY2022 ORIGINAL BUDGET	FY2022 Y-T-D ACTUAL	FY2023 DEPT REQUEST	FY22 ORG BU VS FY23 PROPOS
FUND 001 GENERAL FUND							
001-2410-515.12-00	REGULAR SALARIES & WAGE	65,860	71,314	96,100	71,381	99,160	3,0
LEVEL	TEXT			TEXT AMT			
DEP1	CD DIRECTOR @ 75%			81,870			
	ECO DIRECTOR/ CRA COORDINATOR @ 25%			17,290			
				99,160			
001-2410-515.15-10	CELL PHONE ALLOWANCE	454	433	600	461	600	
001-2410-515.15-20	UNIFORM ALLOWANCE	150	150	200	150	200	
001-2410-524.12-00	REGULAR SALARIES & WAGE	75,367	56,385	66,200	55,197	86,200	20,0
LEVEL	TEXT			TEXT AMT			
DEP1	FINANCE ESTIMATE			86,200			
	CODE ENFORCEMENT OFFICER						
	CODE ENFORCEMENT OFFICER II @ 50% (SPLIT WITH CRA)						
	CLERICAL ASSISTANT @50% (SPLIT WITH BUILDING)						
				86,200			
001-2410-524.13-00	OTHER SALARIES & WAGES	11,672	12,437	18,600	8,583	0	18,6
001-2410-524.14-00	OVERTIME	0	0	300	0	300	
001-2410-524.15-10	CELL PHONE ALLOWANCE	621	498	500	495	500	
001-2410-524.15-30	BOOT ALLOWANCE	200	200	200	180	200	
*	Personal Services	154,324	141,417	182,700	136,447	187,160	4,4
001-2410-515.21-00	FICA/MEDICARE TAXES	4,999	5,409	7,500	5,365	7,650	1
001-2410-515.22-00	RETIREMENT CONTRIBUTION	17,080	19,829	24,800	19,233	28,000	3,2
001-2410-515.23-00	LIFE & HEALTH INSURANCE	6,562	6,385	11,400	7,220	12,000	6
001-2410-515.24-00	WORKERS COMP INSURANCE	54	57	100	57	100	
001-2410-524.21-00	FICA/MEDICARE TAXES	6,649	5,260	6,600	5,056	6,670	
001-2410-524.22-00	RETIREMENT CONTRIBUTION	7,480	7,045	9,300	7,225	10,500	1,2
001-2410-524.23-00	LIFE & HEALTH INSURANCE	14,450	12,409	16,900	14,807	12,500	4,4
001-2410-524.24-00	WORKERS COMP INSURANCE	873	685	900	654	1,200	3
*	Benefits	58,147	57,079	77,500	59,617	78,620	1,1
001-2410-515.31-01	PROFESSIONAL SERVICES	5,086	3,423	6,000	369-	4,000	2,0
LEVEL	TEXT			TEXT AMT			
DEP1	REFUNDABLE EXPENSE FOR STORMWATER REVIEWS, ETC			4,000			
				4,000			
001-2410-515.31-50	LEGAL/OFFICIAL ADVERTISNG	0	1,090	2,000	0	2,400	4
LEVEL	TEXT			TEXT AMT			
DEP1	LEGAL ADS FOR REZONES, CPA, ETC			2,400			
				2,400			
001-2410-515.40-01	REGULAR TRAVEL	136	449	600	0	800	2

Attachment: FY23 1st Public Hearing Budget Presentation (3776 : Tentative Budget Fiscal Year 2022-2023)

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	2020 ACTUALS	FISCAL YEAR 2021 ACTUALS	FY2022 ORIGINAL BUDGET	FY2022 Y-T-D ACTUAL	FY2023 DEPT REQUEST	FY22 ORG BU VS FY23 PROPOS
FUND 001 GENERAL FUND							
LEVEL	TEXT			TEXT AMT			
DEP1	TRAVEL AND PER DIEM AND HOTEL FOR CONFERENCE			800			
				800			
001-2410-515.42-00	POSTAGE, FRT, EXPRESS	0	0	15	0	0	
001-2410-515.44-00	RENTALS & LEASES	865	754	865	603	865	
001-2410-515.45-00	PROPERTY LIAB INSURANCE	954	919	1,042	1,041	1,042	
LEVEL	TEXT			TEXT AMT			
DEP1	PROPERTY & LIABILITY INSURANCE			1,042			
				1,042			
001-2410-515.46-11	MAINTENANCE CONTRACTS	266	379	300	282	300	
LEVEL	TEXT			TEXT AMT			
DEP1	COPIER			300			
				300			
001-2410-515.47-00	PRINTING & BINDING	0	49	75	195	0	
001-2410-515.51-00	OFFICE SUPPLIES	261	83	200	98	200	
LEVEL	TEXT			TEXT AMT			
DEP1	OFFICE SUPPLIES			200			
				200			
001-2410-515.52-19	UNIFORMS	0	209	0	0	0	
001-2410-515.54-00	BOOKS/PUBL/SUBSCR/MEMBERS	642	642	675	675	850	1
LEVEL	TEXT			TEXT AMT			
DEP1	AICP LICENSE AND CNU ACCREDITATION, ETC			850			
				850			
001-2410-515.55-01	TRAINING & EDUCATION COST	528	395	750	25	750	
LEVEL	TEXT			TEXT AMT			
DEP1	CONFERENCE FOR REQUIRED CE CREDITS			750			
				750			
001-2410-524.31-01	PROFESSIONAL SERVICES	1,931	3,325	4,800	2,800	3,900	9
LEVEL	TEXT			TEXT AMT			
DEP1	SPECIAL MASTER			3,900			
				3,900			
001-2410-524.31-50	LEGAL/OFFICIAL ADVERTISNG	1,629	324	1,500	614	1,500	
LEVEL	TEXT			TEXT AMT			

Attachment: FY23 1st Public Hearing Budget Presentation (3776 : Tentative Budget Fiscal Year 2022-2023)

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	2020 ACTUALS	FISCAL YEAR 2021 ACTUALS	FY2022 ORIGINAL BUDGET	FY2022 Y-T-D ACTUAL	FY2023 DEPT REQUEST	FY22 ORG BU VS FY23 PROPOS
FUND 001 GENERAL FUND							
DEP1	LIENS, RECORDING, LEGAL			1,500			
				1,500			
001-2410-524.34-00	OTHER SERVICES	3,300	2,121	7,000	660	7,000	
LEVEL	TEXT			TEXT AMT			
DEP1	LAWN CARE, DEMO, DEBRIS REMOVAL, ETC.			7,000			
				7,000			
001-2410-524.34-90	HUMANE SOCIETY SERVICES	22,727	27,271	40,000	15,106	30,000	10,0
LEVEL	TEXT			TEXT AMT			
DEP1	HUMANE SOCIETY			20,000			
	REDINGER CLINIC			10,000			
				30,000			
001-2410-524.40-01	REGULAR TRAVEL	0	0	1,000	384	1,500	5
LEVEL	TEXT			TEXT AMT			
DEP1	TRAVEL AND PER DIEM FOR CODE OFFICERS			1,500			
				1,500			
001-2410-524.42-00	POSTAGE, FRT, EXPRESS	1,536	8,202	7,600	2,875	3,500	4,1
LEVEL	TEXT			TEXT AMT			
DEP1	MAILINGS OF NOTICES OF VIOLATION, NTA, ETC			3,500			
				3,500			
001-2410-524.44-00	RENTALS & LEASES	577	647	700	448	700	
001-2410-524.45-00	INSURANCE/NON-EMPLOYEE	4,442	2,925	4,586	4,583	4,586	
LEVEL	TEXT			TEXT AMT			
DEP1	PROPERTY & LIABILITY INSURANCE			4,586			
				4,586			
001-2410-524.46-01	REPAIRS & MAINTENANCE	0	0	700	0	700	
001-2410-524.46-11	MAINTENANCE CONTRACTS	408	254	350	313	350	
LEVEL	TEXT			TEXT AMT			
DEP1	COPIER			350			
				350			
001-2410-524.46-50	FLEET CHARGES	1,500	1,213	1,500	516	1,500	
LEVEL	TEXT			TEXT AMT			
DEP1	FLEET PARTS			1,500			
				1,500			

Attachment: FY23 1st Public Hearing Budget Presentation (3776 : Tentative Budget Fiscal Year 2022-2023)

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	2020 ACTUALS	FISCAL YEAR 2021 ACTUALS	FY2022 ORIGINAL BUDGET	FY2022 Y-T-D ACTUAL	FY2023 DEPT REQUEST	FY22 ORG BU VS FY23 PROPOS
FUND 001 GENERAL FUND							
001-2410-524.47-00	PRINTING & BINDING	61	49	300	248	200	1
LEVEL	TEXT		TEXT AMT				
DEP1	NOTICES, PLACARDS, ETC		200				
			200				
001-2410-524.51-00	OFFICE SUPPLIES	290	390	350	468	450	1
LEVEL	TEXT		TEXT AMT				
DEP1	OFFICE SUPPLIES, ENVELOPES, PAPER, ETC		450				
			450				
001-2410-524.52-01	OPERATING SUPPLIES	10	0	500	60	575	
LEVEL	TEXT		TEXT AMT				
DEP1	NEW CHAIR FOR KYLE		300				
	CAMERA		275				
			575				
001-2410-524.52-02	COMPUTERS	2,980	0	0	0	0	
001-2410-524.52-20	CLOTHING & EQUIP	195	394	500	87	600	1
LEVEL	TEXT		TEXT AMT				
DEP1	SHIRTS AND PANTS FOR RANDY		240				
	SHIRTS AND PANTS FOR KYLE		240				
	SHIRTS FOR PEG		120				
			600				
001-2410-524.52-50	FUEL & OIL SUPPLIES	1,321	2,175	1,700	1,492	1,700	
001-2410-524.54-00	BOOKS/PUBL/SUBSCR/MEMBERS	50	50	150	152	235	
LEVEL	TEXT		TEXT AMT				
DEP1	FACE MEMBERSHIP (CODE ENFORCEMENT ASSOCIATION)		80				
	UPDATED ICC / IPM BOOK OR ONLINE ACCESS		75				
	FACA MEMBERSHIP (ANIMAL CONTROL ASSOCIATION)		80				
			235				
001-2410-524.55-01	TRAINING & EDUCATION COST	475	650	900	975	1,500	6
LEVEL	TEXT		TEXT AMT				
DEP1	CONTINUING ED FOR CERTIFICATION - FACE CONFERENCE		1,500				
			1,500				
* Op Expenditures/Expenses		52,170	58,382	86,658	34,331	71,703	14,9

Attachment: FY23 1st Public Hearing Budget Presentation (3776 : Tentative Budget Fiscal Year 2022-2023)

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	2020 ACTUALS	FISCAL YEAR 2021 ACTUALS	FY2022 ORIGINAL BUDGET	FY2022 Y-T-D ACTUAL	FY2023 DEPT REQUEST	FY22 ORG BU VS FY23 PROPOS
FUND 001 GENERAL FUND							
**	PLANNING & CODE ENFORCE	264,641	256,878	346,858	230,395	337,483	9,3

Attachment: FY23 1st Public Hearing Budget Presentation (3776 : Tentative Budget Fiscal Year 2022-2023)

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	2020 ACTUALS	FISCAL YEAR 2021 ACTUALS	FY2022 ORIGINAL BUDGET	FY2022 Y-T-D ACTUAL	FY2023 DEPT REQUEST	FY22 ORG BU VS FY23 PROPOS
FUND 001 GENERAL FUND							
001-4141-541.12-00	REGULAR SALARIES & WAGE	129,802	105,274	112,100	91,297	189,000	76,9
LEVEL	TEXT			TEXT AMT			
DEP1	FINANCE ESTIMATE			189,000			
	FIELD OPERATIONS SUPERINTENDANT @ 35%						
	LEAD MAINT WORKER						
	MAINT WORKER I (4)						
				189,000			
001-4141-541.14-00	OVERTIME	1,423	1,661	1,600	1,330	3,000	1,4
001-4141-541.15-10	CELL PHONE ALLOWANCE	303	227	300	172	300	
LEVEL	TEXT			TEXT AMT			
DEP1	CELL PHONE @ 35%			210			
				210			
001-4141-541.15-20	UNIFORM ALLOWANCE	0	100	35	70	100	
001-4141-541.15-30	BOOT ALLOWANCE	350	550	500	642	700	2
LEVEL	TEXT			TEXT AMT			
DEP1	BOOT ALLOWANCE (3.35 FTE)			700			
				700			
*	Personal Services	131,878	107,812	114,535	93,511	193,100	78,5
001-4141-541.21-00	FICA/MEDICARE TAXES	9,823	7,424	8,800	6,174	10,500	1,7
001-4141-541.22-00	RETIREMENT CONTRIBUTION	11,272	10,849	12,400	10,074	23,000	10,6
001-4141-541.23-00	LIFE & HEALTH INSURANCE	29,200	27,418	37,400	24,571	62,600	25,2
001-4141-541.24-00	WORKERS COMP INSURANCE	6,066	4,095	5,600	5,431	10,500	4,9
*	Benefits	56,361	49,786	64,200	46,250	106,600	42,4
001-4141-541.40-01	REGULAR TRAVEL	0	0	200	0	100	1
LEVEL	TEXT			TEXT AMT			
DEP1	MEAL ALLOWANCE AND MILEAGE			100			
				100			
001-4141-541.42-00	POSTAGE, FRT, EXPRESS	0	7	100	5	50	
LEVEL	TEXT			TEXT AMT			
DEP1	POSTAGE, FREIGHT & EXPRESS			50			
				50			
001-4141-541.44-00	RENTALS & LEASES	564	179	1,500	61	1,500	
LEVEL	TEXT			TEXT AMT			
DEP1	ASPHALT ROLLER, GRINDERS, ETC.			1,500			

Attachment: FY23 1st Public Hearing Budget Presentation (3776 : Tentative Budget Fiscal Year 2022-2023)

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	2020 ACTUALS	FISCAL YEAR 2021 ACTUALS	FY2022 ORIGINAL BUDGET	FY2022 Y-T-D ACTUAL	FY2023 DEPT REQUEST	FY22 ORG BU VS FY23 PROPOS
FUND 001 GENERAL FUND							
				1,500			
001-4141-541.45-00	INSURANCE/NON-EMPLOYEE	6,341	5,849	6,242	6,237	6,242	
LEVEL	TEXT			TEXT AMT			
DEP1	PROPERTY & LIABILITY INSURANCE			6,242			
				6,242			
001-4141-541.46-01	REPAIRS & MAINTENANCE	6,982	9,428	12,800	3,892	12,000	8
LEVEL	TEXT			TEXT AMT			
DEP1	STREETS, ROW, BRIDGES, ETC.			9,200			
	BUCKET TRUCK ANNUAL CERTIFICATION			800			
	BATES SECURITY - PLANT ENTRANCE			2,000			
				12,000			
001-4141-541.46-10	TRAFFIC LIGHT REPAIRS	48,428	30,935	50,000	20,894	55,200	5,2
LEVEL	TEXT			TEXT AMT			
DEP1	VOLUSIA COUNTY MAINTENANCE AGREEMENT			17,050			
	FEC XING SIGNAL MAINT #271931L 2ND ST			2,350			
	PEDESTRIAN CROSSING 3RD STREET			4,550			
	FEC XING SIGNAL MAINT #291929K 6TH ST			5,400			
	FEC XING SIGNAL MAINT #273056X 10TH ST			2,350			
	FEC XING SIGNAL MAINT #271925H FLOMICH STREET			5,400			
	FEC XING SIGNAL MAINT #291924B CALLE GRANDE			5,400			
	PEDESTRIAN CROSSING CALLE GRANDE			4,550			
	FEC LICENSE FEE #271924B CALLE GRANDE			5,400			
	FEC XING SIGNAL MAINT #271926P WALKER STREET			2,750			
				55,200			
001-4141-541.46-12	STREET LIGHT REPAIRS	0	2,500	2,500	0	2,500	
LEVEL	TEXT			TEXT AMT			
DEP1	NOVA STREET LIGHT REPAIRS			2,500			
				2,500			
001-4141-541.46-50	FLEET CHARGES	43,400	8,797	9,000	2,719	8,000	1,0
LEVEL	TEXT			TEXT AMT			
DEP1	FLEET PARTS			8,000			
				8,000			
001-4141-541.46-60	SMALL EQ REPAIR & MAINT	9,316	10,592	7,000	5,869	8,000	1,0
LEVEL	TEXT			TEXT AMT			
DEP1	SMALL EQUIPMENT REPAIR & MAINTENANCE			8,000			

Attachment: FY23 1st Public Hearing Budget Presentation (3776 : Tentative Budget Fiscal Year 2022-2023)

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	2020 ACTUALS	FISCAL YEAR 2021 ACTUALS	FY2022 ORIGINAL BUDGET	FY2022 Y-T-D ACTUAL	FY2023 DEPT REQUEST	FY22 ORG BU VS FY23 PROPOS
FUND 001 GENERAL FUND							
				8,000			
001-4141-541.49-10	OTHER SPECIAL COSTS	99,227	114,809	0	74,937	0	
LEVEL	TEXT			TEXT AMT			
DEP1	FEC TRACK CROSSING UPGRADE - 6TH STREET						
001-4141-541.49-20	TREE REMOVAL	12,850	11,940	12,400	60	13,000	6
LEVEL	TEXT			TEXT AMT			
DEP1	STREET/ROW TREE REMOVAL			13,000			
				13,000			
001-4141-541.52-01	OPERATING SUPPLIES	4,173	4,737	6,500	3,804	6,500	
LEVEL	TEXT			TEXT AMT			
DEP1	CONES, BARRICADES, SAND BAGS, ETC.			6,500			
				6,500			
001-4141-541.52-02	COMPUTERS	0	989	0	0	0	
001-4141-541.52-04	SMALL TOOLS & EQUIPMENT	510	854	1,200	198	3,500	2,3
LEVEL	TEXT			TEXT AMT			
DEP1	SMALL TOOLS & EQUIPMENT			1,500			
	REPLACEMENT WEED EATERS AND EDGERS			2,000			
				3,500			
001-4141-541.52-10	SIGNS & MATERIALS	14,410	8,124	14,000	4,889	18,000	4,0
LEVEL	TEXT			TEXT AMT			
DEP1	STREET SIGNS & MATERIALS			13,000			
	STREET SIGN ASSEMBLIES			5,000			
				18,000			
001-4141-541.52-19	UNIFORM EXPENSE	1,198	465	1,000	464	1,000	
LEVEL	TEXT			TEXT AMT			
DEP1	UNIFORMS - $180 EST X 6 EMPLOYEES X 50%			600			
	UNIFORM REPAIRS (ESTIMATED)			300			
	UNIFORMS $130 EST X 1 EMPLOYEE X 10%			100			
				1,000			
001-4141-541.52-50	FUEL & OIL SUPPLIES	7,710	7,999	8,700	8,419	18,000	9,3
LEVEL	TEXT			TEXT AMT			
DEP1	FUEL FOR STREETS VEHICLES, GENERATOR 10%			18,000			
				18,000			

Attachment: FY23 1st Public Hearing Budget Presentation (3776 : Tentative Budget Fiscal Year 2022-2023)

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	2020 ACTUALS	FISCAL YEAR 2021 ACTUALS	FY2022 ORIGINAL BUDGET	FY2022 Y-T-D ACTUAL	FY2023 DEPT REQUEST	FY22 ORG BU VS FY23 PROPOS
FUND 001 GENERAL FUND							
001-4141-541.52-64	MACH/EQUIP CAPITAL-LIKE	0	0	2,500	0	0	2,5
001-4141-541.53-00	ROAD MATERIAL & SUPPLIES	2,403	4,149	5,700	3,893	5,700	
LEVEL	TEXT			TEXT AMT			
DEP1	SHELL, LIMEROCK, SAND, FILL DIRT, ETC.			5,700			
				5,700			
001-4141-541.54-00	SUBSCRIP & MEMBERSHIPS	0	25	50	0	50	
LEVEL	TEXT			TEXT AMT			
DEP1	SUBSCRIPTIONS AND MEMBERSHIPS			50			
				50			
001-4141-541.55-01	TRAINING & EDUCATION COST	300	0	450	0	450	
LEVEL	TEXT			TEXT AMT			
DEP1	MISC TRAININGS			450			
				450			
*	Op Expenditures/Expenses	257,812	222,378	141,842	136,341	159,792	17,9
**	ROADS & STREETS	446,051	379,976	320,577	276,102	459,492	138,9

Attachment: FY23 1st Public Hearing Budget Presentation (3776 : Tentative Budget Fiscal Year 2022-2023)

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	2020 ACTUALS	FISCAL YEAR 2021 ACTUALS	FY2022 ORIGINAL BUDGET	FY2022 Y-T-D ACTUAL	FY2023 DEPT REQUEST	FY22 ORG BU VS FY23 PROPOS
FUND 001 GENERAL FUND							
001-4160-519.12-00	REGULAR SALARIES & WAGE	0	157,652	162,500	94,415	171,500	9,0
LEVEL	TEXT			TEXT AMT			
DEP1	SALARIES			171,500			
	FLEET SUPERVISOR						
	SENIOR MECHANIC						
	MECHANIC (2)						
				171,500			
001-4160-519.13-00	OTHER SALARIES & WAGES	0	0	0	9,371	0	
001-4160-519.14-00	OVERTIME	0	0	600	271	750	1
001-4160-519.15-10	CELL PHONE ALLOWANCE	0	543	600	450	600	
001-4160-519.15-30	BOOT ALLOWANCE	0	400	500	480	500	
001-4160-519.15-50	TOOL ALLOWANCE	0	900	800	675	800	
*	Personal Services	0	159,495	165,000	105,662	174,150	9,1
001-4160-519.21-00	FICA/MEDICARE TAXES	0	11,886	12,700	7,917	13,500	8
001-4160-519.22-00	RETIREMENT CONTRIBUTION	0	15,777	17,700	10,374	20,500	2,8
001-4160-519.23-00	LIFE & HEALTH INSURANCE	0	30,843	44,700	22,881	47,000	2,3
001-4160-519.24-00	WORKERS COMP INSURANCE	0	2,328	2,200	1,085	2,500	3
*	Benefits	0	60,834	77,300	42,257	83,500	6,2
001-4160-519.34-00	OTHER SERVICES	0	23	0	0	0	
001-4160-519.40-01	REGULAR TRAVEL	0	0	1,000	0	300	7
LEVEL	TEXT			TEXT AMT			
DEP1	MEAL & MILEAGE			200			
	FLAGFA ANNUAL CONFERENCE			100			
				300			
001-4160-519.42-00	POSTAGE, FRT, EXPRESS	0	0	100	0	100	
001-4160-519.44-00	RENTALS & LEASES	0	341	1,300	0	1,400	1
LEVEL	TEXT			TEXT AMT			
DEP1	CYLINDER TANK RENTAL			500			
	OTHER MISCELLANEOUS			900			
				1,400			
001-4160-519.45-00	INSURANCE/NON-EMPLOYEE	0	6,324	7,938	7,931	7,938	
LEVEL	TEXT			TEXT AMT			
DEP1	PROPERTY AND LIABILITY INSURANCE			7,938			
				7,938			
001-4160-519.46-01	REPAIRS & MAINTENANCE	0	1,285	2,100	748	1,900	2
LEVEL	TEXT			TEXT AMT			

Attachment: FY23 1st Public Hearing Budget Presentation (3776 : Tentative Budget Fiscal Year 2022-2023)

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	2020 ACTUALS	FISCAL YEAR 2021 ACTUALS	FY2022 ORIGINAL BUDGET	FY2022 Y-T-D ACTUAL	FY2023 DEPT REQUEST	FY22 ORG BU VS FY23 PROPOS
FUND 001 GENERAL FUND							
DEP1	MISC SHOP EQ REPAIRS			1,100			
	LIFT MAINTENANCE			800			
				1,900			
001-4160-519.46-50	FLEET CHARGES	0	412	7,500	1,264	9,200	1,7
LEVEL	TEXT			TEXT AMT			
DEP1	FLEET VEHICLE REPAIR & MAINTENANCE			3,500			
	SCAN TOOL UPDATES - 2 @ $1,000 EACH			2,000			
	FLEET ONLINE SOFTWARE			3,700			
				9,200			
001-4160-519.46-60	SMALL EQ REPAIR & MAIN	0	1,254	1,000	380	1,000	
LEVEL	TEXT			TEXT AMT			
DEP1	BATTERIES, COMPRESSORS, ETC.			1,000			
				1,000			
001-4160-519.51-00	OFFICE SUPPLIES	0	559	800	205	800	
LEVEL	TEXT			TEXT AMT			
DEP1	PRINTER INK			700			
	OTHER MISC SUPPLIES			100			
				800			
001-4160-519.52-01	OPERATING SUPPLIES	0	3,875	7,600	5,105	8,950	1,3
LEVEL	TEXT			TEXT AMT			
DEP1	BRAKE CLEANER, CARB CLEANER, DEGREASER			2,200			
	ELEC CONNECTORS, CABLE, WIRE			1,800			
	WIPER RAG CLEANING/REPLACMENT			1,500			
	BOLTS, NUTS			550			
	CAR WASH SOAP			1,600			
	SAFETY VESTS, RAIN GEAR, BOOTS, ETC.			400			
	REPLACEMENT AIR HOSES			300			
	WASP SPRAY			200			
	REPLACEMENT FIRE EXT			400			
				8,950			
001-4160-519.52-02	COMPUTERS	0	4,303	1,300	999	0	1,3
001-4160-519.52-04	SMALL TOOLS & EQUIPMENT	0	5,771	6,000	758	4,000	2,0
LEVEL	TEXT			TEXT AMT			
DEP1	MISC SHOP TOOLS			4,000			
				4,000			
001-4160-519.52-19	UNIFORM EXPENSE	0	884	900	458	900	

Attachment: FY23 1st Public Hearing Budget Presentation (3776 : Tentative Budget Fiscal Year 2022-2023)

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	2020 ACTUALS	FISCAL YEAR 2021 ACTUALS	FY2022 ORIGINAL BUDGET	FY2022 Y-T-D ACTUAL	FY2023 DEPT REQUEST	FY22 ORG BU VS FY23 PROPOS
FUND 001 GENERAL FUND							
	LEVEL TEXT			TEXT AMT			
	DEP1 $300 EST X 3 EMPLOYEES			900			
				900			
001-4160-519.52-50	FUEL & OIL SUPPLIES	0	5,254	5,700	1,537	14,000	8,3
	LEVEL TEXT			TEXT AMT			
	DEP1 FLEET FUEL SUPPLIES			14,000			
				14,000			
001-4160-519.52-64	MACH/EQUIP CAPITAL-LIKE	0	2,360	2,500	2,495	0	2,5
001-4160-519.54-00	BOOKS/PUBL/SUBSCR/MEMBERS	0	50	50	0	50	
001-4160-519.55-01	TRAINING & EDUCATION COST	0	60	3,000	113	3,200	2
	LEVEL TEXT			TEXT AMT			
	DEP1 FLAGFA ANNUAL CONFERENCE			500			
	MISC TRAINING: FLAGFA, ASE, SAFETY, ETC.			2,400			
	MISC. TRAINING AND STUDY MATERIALS			300			
				3,200			
*	Op Expenditures/Expenses	0	32,755	48,788	21,993	53,738	4,9
**	PUBLIC WORKS/FLEET	0	253,084	291,088	169,912	311,388	20,3

Attachment: FY23 1st Public Hearing Budget Presentation (3776 : Tentative Budget Fiscal Year 2022-2023)

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	2020 ACTUALS	FISCAL YEAR 2021 ACTUALS	FY2022 ORIGINAL BUDGET	FY2022 Y-T-D ACTUAL	FY2023 DEPT REQUEST	FY22 ORG BU VS FY23 PROPOS
FUND 001 GENERAL FUND							
001-4172-572.12-00	REGULAR SALARIES & WAGE	202,924	221,571	250,600	203,459	305,000	54,4
LEVEL	TEXT			TEXT AMT			
DEP1	FINANCE ESTIMATE			305,000			
	PW ADMIN MANAGER						
	TRADESWORKER						
	CUSTODIAN (4)						
	EQUIP OPER/MNT WORKER I						
	CUSTODIAN PT (1)						
				305,000			
001-4172-572.13-00	OTHER SALARIES & WAGES	1,032	1,807	5,000	1,799	5,000	
LEVEL	TEXT			TEXT AMT			
DEP1	CUSTODIAN (PT) (1)			5,000			
				5,000			
001-4172-572.14-00	OVERTIME	1,847	2,248	2,000	2,135	3,000	1,0
001-4172-572.15-10	CELL PHONE ALLOWANCE	605	578	600	515	600	
001-4172-572.15-20	UNIFORM ALLOWANCE	200	200	200	200	200	
001-4172-572.15-30	BOOT ALLOWANCE	500	700	720	840	720	
*	Personal Services	207,108	227,104	259,120	208,948	314,520	55,4
001-4172-572.21-00	FICA/MEDICARE TAXES	15,599	17,039	19,900	15,774	20,200	3
001-4172-572.22-00	RETIREMENT CONTRIBUTION	18,220	22,778	27,800	24,473	35,000	7,2
001-4172-572.23-00	LIFE & HEALTH INSURANCE	51,499	51,278	67,100	45,519	75,000	7,9
001-4172-572.24-00	WORKERS COMP INSURANCE	3,472	3,340	5,200	2,906	6,200	1,0
*	Benefits	88,790	94,435	120,000	88,672	136,400	16,4
001-4172-572.31-01	PROFESSIONAL SERVICES	260	260	300	150	300	
LEVEL	TEXT			TEXT AMT			
DEP1	CITY HALL ELEVATOR OPERATING PERMITS			200			
	- LIFT #47895 - $75.00						
	- ELEVATOR #47665 - $75.00						
	FDOH FOOD HYGIENE FEES - SICA HALL			100			
				300			
001-4172-572.34-00	OTHER SERVICES	58,713	78,505	85,900	53,548	57,100	28,8
LEVEL	TEXT			TEXT AMT			
DEP1	YMCA CONTRACT			45,000			
	FERTILIZATION, PEST & LANDSCAPING CONTROL GROUNDS			5,000			
	SECURITY ALARMS (CH, PD, SICA, B&G, CHA)			3,100			
	FIRE ALARMS CONTRACTS AND INSPECTIONS			1,600			
	WIFI SERVICES AT SICA HALL, CLUB HOUSE			2,400			
				57,100			

Attachment: FY23 1st Public Hearing Budget Presentation (3776 : Tentative Budget Fiscal Year 2022-2023)

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	2020 ACTUALS	FISCAL YEAR 2021 ACTUALS	FY2022 ORIGINAL BUDGET	FY2022 Y-T-D ACTUAL	FY2023 DEPT REQUEST	FY22 ORG BU VS FY23 PROPOS
FUND 001 GENERAL FUND							
001-4172-572.34-20	LANDSCAPING SERVICES	99,582	102,880	107,000	76,297	120,000	13,0

LEVEL	TEXT	TEXT AMT
DEP1	LANDSCAPING OF BUILDINGS & GROUNDS	120,000
		120,000

001-4172-572.40-01	REGULAR TRAVEL	0	0	400	29	200	2

LEVEL	TEXT	TEXT AMT
DEP1	MEAL ALLOWANCE AND MILEAGE	200
		200

001-4172-572.42-00	POSTAGE, FRT, EXPRESS	7	9	100	2	100	

LEVEL	TEXT	TEXT AMT
DEP1	POSTAGE, FREIGHT & EXPRESS	100
		100

001-4172-572.43-01	UTILITY SERVICES	281,325	294,361	300,900	295,091	400,000	99,1

LEVEL	TEXT	TEXT AMT
DEP1	FPL AND TECO ALL ACCOUNTS	340,000
	WATER ALL ACCOUNTS	50,000
	BOYS & GIRLS CLUB UTILITIES	10,000
		400,000

001-4172-572.44-00	RENTALS & LEASES	1,068	450	1,500	0	1,500	

LEVEL	TEXT	TEXT AMT
DEP1	MISC RENTALS (DITCH WITCH, ETC.)	1,500
		1,500

001-4172-572.45-00	INSURANCE/NON-EMPLOYEE	10,147	9,582	10,797	10,788	10,797	

LEVEL	TEXT	TEXT AMT
DEP1	PROPERTY & LIABILITY INSURANCE	10,797
		10,797

001-4172-572.46-01	REPAIRS & MAINTENANCE	70,254	137,135	98,565	77,467	100,000	1,4

LEVEL	TEXT	TEXT AMT
DEP1	FIRE DEPARTMENT REPAIR & MAINTENANCE	3,000
	PARK BUILDINGS & EQUIPMENT	10,000
	A/C MAINTENANCE ON 48 UNITS	20,000
	BOYS & GIRLS CLUB MISC REPAIR & MAINTENANCE	2,000
	CITY HALL REPAIR & MAINTENANCE	10,000

Attachment: FY23 1st Public Hearing Budget Presentation (3776 : Tentative Budget Fiscal Year 2022-2023)

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	2020 ACTUALS	FISCAL YEAR 2021 ACTUALS	FY2022 ORIGINAL BUDGET	FY2022 Y-T-D ACTUAL	FY2023 DEPT REQUEST	FY22 ORG BU VS FY23 PROPOS
FUND 001 GENERAL FUND							
	PW YARD REPAIR & MAINTENANCE (INCLUDES FLEET)			5,000			
	CITY HALL ANNEX REPAIR & MAINTENANCE			3,000			
	POLICE DEPARTMENT REPAIR & MAINTENANCE			5,000			
	SICA HALL REPAIR & MAINTENANCE			2,000			
	CLUB HOUSE REPAIR & MAINTENANCE			1,000			
	PROGRAMMABLE DOOR LOCKS			6,000			
	YMCA REPAIR & MAINTENANCE (DOORS, FRAMES, ROOF)			5,000			
	CITY HALL LIFT & ELEVATOR REPAIRS			8,000			
	FIRE/BURGLAR ALARM REPAIRS			1,000			
	ANNUAL PARK RESTROOM INSPECTION & REJUVENATION			2,800			
	QUARTERLY SCRUB & RINSE PARK RESTROOMS			3,200			
	COQUINA REPAIRS, SIDEWALK REPAIRS & PAINT REAR CH			5,000			
	IRRIGATION SYSTEM REPAIRS			5,000			
	REPLACEMENT WATER FOUNTAINS FOR PARKS			3,000			
				100,000			
001-4172-572.46-11	MAINTENANCE CONTRACTS	0	3,975	4,000	2,000	4,000	
LEVEL	TEXT			TEXT AMT			
DEP1	CITY HALL A/C MAINT AGREEMENT			4,000			
				4,000			
001-4172-572.46-50	FLEET CHARGES	29,933	6,117	6,600	1,286	5,000	1,6
LEVEL	TEXT			TEXT AMT			
DEP1	PARTS			5,000			
				5,000			
001-4172-572.46-60	SMALL EQ REPAIR & MAINT	3,717	461	6,000	294	500	5,5
LEVEL	TEXT			TEXT AMT			
DEP1	STRING TRIMMERS, EDGERS, POLE SAWS, CHAINSAWS, ETC			500			
				500			
001-4172-572.46-63	REPAIR/MAINT CAPITAL-LIKE	0	4,775	10,000	0	0	10,0
001-4172-572.46-70	GENERATOR REPAIR & MAIN	1,434	2,320	5,000	0	5,000	
LEVEL	TEXT			TEXT AMT			
DEP1	GENERATOR REPAIRS			5,000			
				5,000			
001-4172-572.48-10	PROMO ACT.-SPECIAL EVENTS	2,471	945	7,500	3,676	7,500	
LEVEL	TEXT			TEXT AMT			
DEP1	STAGE AND TENT RENTALS FOR CHRISTMAS PARADE			1,000			
	MISC EXPENSES FOR CHRISTMAS PARADE			3,000			
	OTHER EVENTS (CITY WIDE CLEANUPS, ETC.)			1,500			

Attachment: FY23 1st Public Hearing Budget Presentation (3776 : Tentative Budget Fiscal Year 2022-2023)

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	2020 ACTUALS	FISCAL YEAR 2021 ACTUALS	FY2022 ORIGINAL BUDGET	FY2022 Y-T-D ACTUAL	FY2023 DEPT REQUEST	FY22 ORG BU VS FY23 PROPOS
FUND 001 GENERAL FUND							
	ART FESTIVAL			1,000			
	CRUISIN' THE HILL			1,000			
				7,500			
001-4172-572.49-20	TREE REMOVAL	0	100	5,000	0	5,000	
LEVEL	TEXT			TEXT AMT			
DEP1	PARKS, GROUNDS TREE REMOVAL			5,000			
				5,000			
001-4172-572.52-01	OPERATING SUPPLIES	18,748	13,436	15,000	10,455	21,900	6,9
LEVEL	TEXT			TEXT AMT			
DEP1	CLEANING SUPPLIES, GROUNDS SUPPLIES			15,000			
	SMALL TOOLS, BUILDING MAINTENANCE,						
	PERSONAL PROTECTIVE EQUIPMENT						
	(40) SC-112 FABRIC STACK CHAIRS FOR SICA/CLUBHOUSE			2,500			
	(20) REPLACEMENT TABLES FOR SICA HALL			3,000			
	(8) REPLACEMENT TABLES FOR THE CLUB HOUSE			1,400			
				21,900			
001-4172-572.52-04	SMALL TOOLS & EQUIPMENT	1,900	1,334	2,800	1,581	3,800	1,0
LEVEL	TEXT			TEXT AMT			
DEP1	REPLACEMENT EDGER			300			
	REPLACEMENT TRIMMER			200			
	MISCELLANEOUS TOOLS - TRADESWORKER			3,000			
	TABLE CART			300			
				3,800			
001-4172-572.52-10	SIGNS & MATERIALS	1,953	1,207	2,000	79	2,000	
LEVEL	TEXT			TEXT AMT			
DEP1	PARKS AND FACILITIES SIGNAGE			2,000			
				2,000			
001-4172-572.52-19	UNIFORM EXPENSE	1,335	1,128	1,400	909	1,400	
LEVEL	TEXT			TEXT AMT			
DEP1	UNIFORMS - $210 EST EXPENSE X 5 EMPLOYEES			1,100			
	UNIFORM REPAIRS (ESTIMATED)			100			
	UNIFORMS - $130 EST EXP X 1 EMPLOYEE			200			
				1,400			
001-4172-572.52-21	PROGRAM EXPENSE	844	6,452	5,000	1,830	3,000	2,0
LEVEL	TEXT			TEXT AMT			

Attachment: FY23 1st Public Hearing Budget Presentation (3776 : Tentative Budget Fiscal Year 2022-2023)

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	2020 ACTUALS	FISCAL YEAR 2021 ACTUALS	FY2022 ORIGINAL BUDGET	FY2022 Y-T-D ACTUAL	FY2023 DEPT REQUEST	FY22 ORG BU VS FY23 PROPOS
FUND 001 GENERAL FUND							
DEP1	REPLACEMENT DECORATIONS - CITY HALL			1,500			
	REPLACEMENT BULBS, REPAIRS CHRISTMAS ORNAMENTS			1,500			
				3,000			
001-4172-572.52-50	FUEL & OIL SUPPLIES	5,334	6,679	6,500	5,546	10,000	3,5
LEVEL	TEXT			TEXT AMT			
DEP1	FUEL FOR FACILITIES VEHICLES/EQUIPMENT			8,000			
	ENGINE OIL FOR VEHICLES/EQUIPMENT			1,000			
	HYDRAULIC OIL FOR VEHICLES/EQUIPMENT			1,000			
				10,000			
001-4172-572.52-64	MACH/EQUIP CAPITAL-LIKE	3,695	0	800	4,491	0	8
001-4172-572.55-01	TRAINING & EDUCATION COST	307	0	3,700	0	3,700	
LEVEL	TEXT			TEXT AMT			
DEP1	MISC TRAINING COURSES: PEST, LAWN, SAFETY			1,000			
	TRADESWORKER TRAINING (HVAC, ETC.)			1,200			
	PMP TRANING (KNOWLEDGE BASE ACADEMY)			1,200			
	PMP TEST/CERTIFICATION (PMI)			300			
				3,700			
* Op Expenditures/Expenses		593,027	672,111	686,762	545,519	762,797	76,0
** BLDG & GROUNDS/FACILITIES		888,925	993,650	1,065,882	843,139	1,213,717	147,8

Attachment: FY23 1st Public Hearing Budget Presentation (3776 : Tentative Budget Fiscal Year 2022-2023)

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	2020 ACTUALS	FISCAL YEAR 2021 ACTUALS	FY2022 ORIGINAL BUDGET	FY2022 Y-T-D ACTUAL	FY2023 DEPT REQUEST	FY22 ORG BU VS FY23 PROPOS
FUND 001 GENERAL FUND							
001-8110-581.03-01	GF CAPITAL PROJECTS	570,000	0	0	0	0	
001-8110-581.05-02	TRANSFER TO FLEET	8,074	0	0	0	0	
*	Personal Services	578,074	0	0	0	0	
001-8110-580.45-50	PUBLIC SAFETY AD&D	1,445	0	0	0	0	
001-8110-580.49-01	MISC EXPENSE	3,900-	0	0	0	0	
001-8110-580.49-30	ADMIN SERV FEE ALLOCATION	352,020	72,250	27,163	27,163	24,972	2,1
	LEVEL TEXT			TEXT AMT			
	DEP1 DIRECT COST ALLOCATION PW ADMIN			24,972			
				24,972			
001-8110-580.49-59	BAD DEBT EXPENSE	1,310	833	0	1,064-	0	
001-8110-580.52-02	COMPUTERS	54,072	0	0	0	0	
*	Op Expenditures/Expenses	404,947	73,083	27,163	26,099	24,972	2,1
001-8110-580.62-00	BUILDINGS	0	5,960	0	0	0	
001-8110-580.64-00	MACHINERY & EQUIPMENT	254,586	136,813	267,800	298,104	187,500	80,3
	LEVEL TEXT			TEXT AMT			
	DEP1 3 EA POLICE VEHICLES (FORD EXPLORER INTERCEPTOR)			135,000			
	STREETS F-250 VEHICLE			45,000			
	MULE (1/2 SPLIT WITH 460 FUND)			7,500			
				187,500			
*	Capital Outlay	254,586	142,773	267,800	298,104	187,500	80,3
001-8110-581.91-04	TRANSFER TO PERMITTING	120,098	66,648	144,243	144,243	179,675	35,4
001-8110-581.91-31	TRSFR TO CAPITAL PROJECTS	0	0	0	3,975,000	65,000	65,0
	LEVEL TEXT			TEXT AMT			
	DEP1 AC PROJECT			65,000			
				65,000			
001-8110-581.91-60	TRANSFER TO CAPITAL PRJCT	0	356,322	368,905	567,226	0	368,9
001-8110-589.99-10	BUDGET RESVE/CONTINGENCY	0	0	0	0	173,109	173,1
*	Other Uses	120,098	422,970	513,148	4,686,469	417,784	95,3
**	NON-DEPARTMENTAL	1,357,705	638,826	808,111	5,010,672	630,256	177,8
***	GENERAL FUND	8,221,750	8,347,118	9,743,100	11,485,224	10,452,513	709,4

Attachment: FY23 1st Public Hearing Budget Presentation (3776 : Tentative Budget Fiscal Year 2022-2023)

FUEL TAX FUND REVENUES

Attachment: FY23 1st Public Hearing Budget Presentation (3776 : Tentative Budget Fiscal Year 2022-2023)

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FISCAL YEAR 2020 ACTUALS	FISCAL YEAR 2021 ACTUALS	FY2022 ORIGINAL BUDGET	FY2022 Y-T-D ACTUALS	FY2023 DEPT REQUEST	FY22 ORG BU VS FY23 PROPOS
FUND 002 LOCAL OPTION FUEL TAX							
002-0000-312.42-10	2ND LOCAL OPTION FUEL TAX	125,273	135,365	131,781	86,665	131,151	6
LEVEL	TEXT			TEXT AMT			
DEP1	STATE ESTIMATE 07/13/2021			131,151			
				131,151			
* TAXES		125,273	135,365	131,781	86,665	131,151	6
002-0000-331.50-10	CDBG	0	0	0	0	98,055	98,0
LEVEL	TEXT			TEXT AMT			
DEP1	ROSS POINT AND SCHOOL ZONE IMPROVEMENTS			98,055			
				98,055			
* INTERGOVERNMENTAL REVENUE		0	0	0	0	98,055	98,0
002-0000-344.04-95	MOBILITY FEE	0	200,000	200,000	0	200,000	
LEVEL	TEXT			TEXT AMT			
DEP1	FROM SOLID WASTE			200,000			
				200,000			
* CHARGES FOR SERVICES		0	200,000	200,000	0	200,000	
002-0000-361.10-00	INVESTMENTS	5,329	25	15	50	15	
002-0000-361.15-00	INVESTMENT EARNINGS	0	136	100	64	100	
002-0000-361.30-10	UNREALIZED GAIN/LOSS	1,030	65-	0	11-	0	
* MISC REVENUES		6,359	96	115	103	115	
002-0000-381.04-95	TRSF FROM 495 FUND	200,000	0	0	1,000,000	630	6
* OTHER SOURCES		200,000	0	0	1,000,000	630	6
** LOCAL OPTION FUEL TAX		331,632	335,461	331,896	1,086,768	429,951	98,0

Attachment: FY23 1st Public Hearing Budget Presentation (3776 : Tentative Budget Fiscal Year 2022-2023)

FUEL TAX FUND EXPENSES

Attachment: FY23 1st Public Hearing Budget Presentation (3776 : Tentative Budget Fiscal Year 2022-2023)

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	2020 ACTUALS	FISCAL YEAR 2021 ACTUALS	FY2022 ORIGINAL BUDGET	FY2022 Y-T-D ACTUAL	FY2023 DEPT REQUEST	FY22 ORG BU VS FY23 PROPOS
FUND 002 LOCAL OPTION FUEL TAX							
002-4141-541.46-01	REPAIRS & MAINTENANCE	0	0	331,896	342,479	331,896	
*	Op Expenditures/Expenses	0	0	331,896	342,479	331,896	
**	ROADS & STREETS	0	0	331,896	342,479	331,896	

LEVEL	TEXT	TEXT AMT
DEP1	ANNUAL PAVING PROGRAM	281,896
	SIDEWALK	50,000
		331,896

Attachment: FY23 1st Public Hearing Budget Presentation (3776 : Tentative Budget Fiscal Year 2022-2023)

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	2020 ACTUALS	FISCAL YEAR 2021 ACTUALS	FY2022 ORIGINAL BUDGET	FY2022 Y-T-D ACTUAL	FY2023 DEPT REQUEST	FY22 ORG BU VS FY23 PROPOS
FUND 002 LOCAL OPTION FUEL TAX							
002-8110-580.46-01	REPAIRS & MAINTENANCE	675,791	64,292	0	29,237	98,055	98,0
*	Op Expenditures/Expenses	675,791	64,292	0	29,237	98,055	98,0
**	NON-DEPARTMENTAL	675,791	64,292	0	29,237	98,055	98,0
***	LOCAL OPTION FUEL TAX	675,791	64,292	331,896	371,716	429,951	98,0

Attachment: FY23 1st Public Hearing Budget Presentation (3776 : Tentative Budget Fiscal Year 2022-2023)

BUILDING PERMITTING FUND REVENUES

Attachment: FY23 1st Public Hearing Budget Presentation (3776 : Tentative Budget Fiscal Year 2022-2023)

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FISCAL YEAR 2020 ACTUALS	FISCAL YEAR 2021 ACTUALS	FY2022 ORIGINAL BUDGET	FY2022 Y-T-D ACTUALS	FY2023 DEPT REQUEST	FY22 ORG BU VS FY23 PROPOS
FUND 004 PERMITTING							
004-0000-322.00-00	BUILDING PERMITS	6,986	13,904	12,000	12,312	11,000	1,0
004-0000-322.10-00	BUILDING	83,042	109,681	87,000	90,253	99,000	12,0
LEVEL DEP1	TEXT FY21 SKEWED BY $15032 ON 3/15/2021 REMOVING OUTLIER RESULTS IN MONTHLY AVG MAY 21 OF $7322.38			TEXT AMT 99,000			
				99,000			
004-0000-322.11-00	ELECTRIC	9,129	11,316	10,000	9,055	10,000	
004-0000-322.12-00	PLUMBING	5,225	6,392	5,500	3,868	5,000	5
004-0000-322.13-00	MECHANICAL PERMITS	12,645	18,717	14,427	12,073	14,000	4
004-0000-322.16-00	TECHNOLOGY FEE	0	0	0	8,210	0	
004-0000-329.10-00	OTHER PERMITS AND FEES	2,796	1,972	1,500	1,845	2,000	5
004-0000-329.10-11	APLIC FEE-RES BLDG PERMIT	19,445	24,995	21,000	21,285	23,000	2,0
004-0000-329.10-12	APLIC FEE-COM BLDG PERMIT	14,170	17,160	14,800	11,600	14,000	8
004-0000-329.20-00	FIRE INSPECTION FEES	2,300	2,665	2,400	4,610	3,000	6
004-0000-329.20-22	SECOND RE-INSPECTION	180	315	225	600	300	
004-0000-329.20-23	THIRD RE-INSPECTION	60	60	60	100	70	
004-0000-329.20-24	FOURTH/ADDL RE-INSPECTNS	0	0	0	100	30	
004-0000-329.21-20	O/S-PERMIT PLAN REVIEWS	0	25	25	0	10	
004-0000-329.21-30	O/S-PERMIT INSPECTIONS	0	6,169	2,000	16,541	10,000	8,0
004-0000-329.30-30	CHANGE CONTRACTOR FEE	0	25	0	0	0	
004-0000-329.30-31	CHANGE SUB-CONTRACTOR FEE	0	20	20	60	20	
004-0000-329.30-32	PLACARD FEE	2,491	3,294	2,900	2,631	2,900	
004-0000-329.30-33	PLACARD REPLACEMENT FEE	40	170	110	120	100	
004-0000-329.30-34	PERMIT RENEWAL (ACTIVE)	847	1,226	1,000	5,760	3,200	2,2
004-0000-329.30-36	CLOSEOUT-REACTV PRMT-MISC	0	250	250	0	250	
*	PERMITS,FEES,SPECL ASSESS	159,356	218,356	175,217	201,023	197,880	22,6
004-0000-361.10-00	INVESTMENTS	156	25	20	18	10	
004-0000-369.90-00	MISC REVENUES	393	474	400	534	420	
*	MISC REVENUES	549	499	420	552	430	
004-0000-381.10-01	TRANS FRM GEN FUND	120,098	66,648	144,243	144,243	179,675	35,4
*	OTHER SOURCES	120,098	66,648	144,243	144,243	179,675	35,4
**	PERMITTING	280,003	285,503	319,880	345,818	377,985	58,1

Attachment: FY23 1st Public Hearing Budget Presentation (3776 : Tentative Budget Fiscal Year 2022-2023)

BUILDING PERMITTING FUND EXPENSES

Attachment: FY23 1st Public Hearing Budget Presentation (3776 : Tentative Budget Fiscal Year 2022-2023)

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	2020 ACTUALS	FISCAL YEAR 2021 ACTUALS	FY2022 ORIGINAL BUDGET	FY2022 Y-T-D ACTUAL	FY2023 DEPT REQUEST	FY22 ORG BU VS FY23 PROPOS
FUND 004 PERMITTING							
	ECFFA MEMBERSHIP			25			
				2,675			
004-2415-524.55-01	TRAINING & EDUCATION COST	25	678	1,200	877	1,050	1
LEVEL	TEXT			TEXT AMT			
DEP1	RICKIE LEE BOAF - FOR CERTIFICATION CREDITS			600			
	ELENI CONTINUING ED POST CERTIFICATION CREDITS			200			
	BEAU CONTINUING ED FOR CERTIFICATION CREDITS			250			
				1,050			
*	Op Expenditures/Expenses	19,342	19,505	21,680	13,910	24,485	2,8
**	BLDG & FIRE INSPECTIONS	288,942	288,242	319,880	252,645	377,985	58,1
***	PERMITTING	288,942	288,242	319,880	252,645	377,985	58,1

Attachment: FY23 1st Public Hearing Budget Presentation (3776 : Tentative Budget Fiscal Year 2022-2023)

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	2020 ACTUALS	FISCAL YEAR 2021 ACTUALS	FY2022 ORIGINAL BUDGET	FY2022 Y-T-D ACTUAL	FY2023 DEPT REQUEST	FY22 ORG BU VS FY23 PROPOS
FUND 004 PERMITTING							
004-2415-524.12-00	REGULAR SALARIES & WAGE	200,495	198,727	213,000	174,593	249,900	36,9
	LEVEL TEXT			TEXT AMT			
	DEP1 FINANCE ESTIMATE			249,900			
	CHIEF BUILDING OFFICIAL						
	FIRE INSPECTOR						
	PERMIT TECH						
	CD DIRECTOR @ 25%						
	CLERICAL ASSISTANT @ 50% (SPLIT WITH GENERAL FUND)						
				249,900			
004-2415-524.14-00	OVERTIME	290	468	400	254	500	1
004-2415-524.15-10	CELL PHONE ALLOWANCE	1,059	1,011	1,100	858	1,100	
004-2415-524.15-20	UNIFORM ALLOWANCE	350	350	400	150	400	
004-2415-524.15-30	BOOT ALLOWANCE	100	100	300	240	300	
*	Personal Services	202,294	200,656	215,200	176,095	252,200	37,0
004-2415-524.21-00	FICA/MEDICARE TAXES	15,123	14,497	16,500	12,729	19,500	3,0
004-2415-524.22-00	RETIREMENT CONTRIBUTION	23,312	24,560	27,900	22,662	35,500	7,6
004-2415-524.23-00	LIFE & HEALTH INSURANCE	27,649	27,323	36,600	25,720	44,300	7,7
004-2415-524.24-00	WORKERS COMP INSURANCE	1,222	1,701	2,000	1,529	2,000	
*	Benefits	67,306	68,081	83,000	62,640	101,300	18,3
004-2415-524.31-01	PROFESSIONAL SERVICES	116	348	4,000	406	4,000	
	LEVEL TEXT			TEXT AMT			
	DEP1 PROFESSIONAL SERVICES - UNIVERSAL INSPECTIONS, ETC			4,000			
				4,000			
004-2415-524.40-01	REGULAR TRAVEL	0	330	800	467	1,800	1,0
	LEVEL TEXT			TEXT AMT			
	DEP1 TRAVEL, HOTEL, AND PER DIEM - RICKIE - TRAINING			900			
	1/2 OF MILEAGE TO EMMITSBURG (CARPOOL) - BEAU			550			
	HOTEL AT EMMITSBURG - BEAU			250			
	FOOD AT EMMITSBURG - BEAU			100			
				1,800			
004-2415-524.42-00	POSTAGE, FRT, EXPRESS	3,752	2,188	2,300	543	2,300	
	LEVEL TEXT			TEXT AMT			
	DEP1 MAILING OF BTRS			2,000			
	MAILING FEMA NOTICES THRU UTILITY BILLS			300			
				2,300			
004-2415-524.44-00	RENTALS & LEASES	815	804	900	603	900	
004-2415-524.45-00	INSURANCE/NON-EMPLOYEE	5,459	5,130	5,656	5,652	5,656	

Attachment: FY23 1st Public Hearing Budget Presentation (3776 : Tentative Budget Fiscal Year 2022-2023)

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	2020 ACTUALS	FISCAL YEAR 2021 ACTUALS	FY2022 ORIGINAL BUDGET	FY2022 Y-T-D ACTUAL	FY2023 DEPT REQUEST	FY22 ORG BU VS FY23 PROPOS
FUND 004 PERMITTING							
LEVEL	TEXT			TEXT AMT			
DEP1	PROPERTY & LIABILITY INSURANCE			5,656			
				5,656			
004-2415-524.46-01	REPAIRS & MAINTENANCE	0	13	25	114	25	
004-2415-524.46-11	MAINTENANCE CONTRACTS	183	379	400	282	400	
004-2415-524.46-50	FLEET CHARGES	5,655	5,258	1,279	0	1,279	
LEVEL	TEXT			TEXT AMT			
DEP1	PARTS			1,279			
				1,279			
004-2415-524.47-00	PRINTING & BINDING	332	1,120	750	478	600	1
LEVEL	TEXT			TEXT AMT			
DEP1	FIRE INSPECTION NOTICES, FORMS, ETC			600			
				600			
004-2415-524.51-00	OFFICE SUPPLIES	428	488	700	414	800	1
LEVEL	TEXT			TEXT AMT			
DEP1	OFFICE SUPPLIES			800			
				800			
004-2415-524.52-01	OPERATING SUPPLIES	10	0	250	35	300	
LEVEL	TEXT			TEXT AMT			
DEP1	CHAIR FOR RICKIE LEE			300			
				300			
004-2415-524.52-20	CLOTHING & EQUIP	291	187	420	248	600	1
LEVEL	TEXT			TEXT AMT			
DEP1	ELENI SHIRTS			120			
	BEAU - 3 SHIRTS AND 3 PANTS			240			
	RICKIE LEE - 3 SHIRTS AND 3 PANTS			240			
				600			
004-2415-524.52-50	FUEL & OIL SUPPLIES	1,398	1,855	2,100	2,050	2,100	
004-2415-524.54-00	BOOKS/PUBL/SUBSCR/MEMBERS	878	727	900	1,741	2,675	1,7
LEVEL	TEXT			TEXT AMT			
DEP1	ANNUAL SUBSCRIPTION TO NFPA			1,800			
	MISC BUILDING CODE UPDATES			400			
	NFPA MEMBERSHIP			275			
	FFMIA MEMBERSHP			175			

Attachment: FY23 1st Public Hearing Budget Presentation (3776 : Tentative Budget Fiscal Year 2022-2023)

POLICE IMPACT FEE FUND

REVENUES

Attachment: FY23 1st Public Hearing Budget Presentation (3776 : Tentative Budget Fiscal Year 2022-2023)

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FISCAL YEAR 2020 ACTUALS	FISCAL YEAR 2021 ACTUALS	FY2022 ORIGINAL BUDGET	FY2022 Y-T-D ACTUALS	FY2023 DEPT REQUEST	FY22 ORG BU VS FY23 PROPOS
FUND 101 LAW ENFORCEMNT IMPACT FEE							
101-0000-324.11-00	RESIDENTIAL-PUBLIC SAFETY	887	0	0	887	0	
101-0000-324.12-00	COMMERCIAL-PUBLIC SAFETY	5,128	5,310	0	0	0	
*	PERMITS,FEES,SPECL ASSESS	6,015	5,310	0	887	0	
101-0000-361.10-00	INVESTMENTS	752	5	4	2	0	
101-0000-361.15-00	INVESTMENT EARNINGS	0	305	210	207	0	2
101-0000-361.30-10	UNREALIZED GAIN/LOSS	201	211-	0	36-	0	
*	MISC REVENUES	953	99	214	173	0	2
101-0000-389.10-00	PRIOR YR CARRYFORWARD	0	0	46,986	0	0	46,9
*	OTHER SOURCES	0	0	46,986	0	0	46,9
**	LAW ENFORCEMNT IMPACT FEE	6,968	5,409	47,200	1,060	0	47,2

Attachment: FY23 1st Public Hearing Budget Presentation (3776 : Tentative Budget Fiscal Year 2022-2023)

POLICE IMPACT FEE FUND EXPENSES

Attachment: FY23 1st Public Hearing Budget Presentation (3776 : Tentative Budget Fiscal Year 2022-2023)

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	2020 ACTUALS	FISCAL YEAR 2021 ACTUALS	FY2022 ORIGINAL BUDGET	FY2022 Y-T-D ACTUAL	FY2023 DEPT REQUEST	FY22 ORG BU VS FY23 PROPOS
FUND 101 LAW ENFORCEMNT IMPACT FEE							
101-8110-581.91-01	TRANSFER TO GENERAL FUND	0	0	47,200	47,200	0	47,2
LEVEL DEP1	TEXT TRANSFER TO GENERAL FUND FOR POLICE VEHICLE FOR NEW OFFICER			TEXT AMT			
*	Other Uses	0	0	47,200	47,200	0	47,2
**	NON-DEPARTMENTAL	0	0	47,200	47,200	0	47,2
***	LAW ENFORCEMNT IMPACT FEE	0	0	47,200	47,200	0	47,2

Attachment: FY23 1st Public Hearing Budget Presentation (3776 : Tentative Budget Fiscal Year 2022-2023)

POLICE EXPLORER FUND

REVENUES

Attachment: FY23 1st Public Hearing Budget Presentation (3776 : Tentative Budget Fiscal Year 2022-2023)

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FISCAL YEAR 2020 ACTUALS	FISCAL YEAR 2021 ACTUALS	FY2022 ORIGINAL BUDGET	FY2022 Y-T-D ACTUALS	FY2023 DEPT REQUEST	FY22 ORG BU VS FY23 PROPOS
FUND 605 POLICE EXPLORERS							
605-0000-347.21-00	PROGRAM ACTIVITY FEES	0	1,461	2,100	1,062	1,700	4
*	CHARGES FOR SERVICES	0	1,461	2,100	1,062	1,700	4
605-0000-361.10-00	INVESTMENTS	0	1	0	0	0	
605-0000-366.90-15	DONATIONS FOR 5-0 CLUB	0	1,630	600	250	1,200	6
*	MISC REVENUES	0	1,631	600	250	1,200	6
605-0000-389.10-00	PRIOR YR CARRYFORWARD	0	0	1,700	0	2,200	5
*	OTHER SOURCES	0	0	1,700	0	2,200	5
**	POLICE EXPLORERS	0	3,092	4,400	1,312	5,100	7

Attachment: FY23 1st Public Hearing Budget Presentation (3776 : Tentative Budget Fiscal Year 2022-2023)

POLICE EXPLORER FUND EXPENSES

Attachment: FY23 1st Public Hearing Budget Presentation (3776 : Tentative Budget Fiscal Year 2022-2023)

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	2020 ACTUALS	FISCAL YEAR 2021 ACTUALS	FY2022 ORIGINAL BUDGET	FY2022 Y-T-D ACTUAL	FY2023 DEPT REQUEST	FY22 ORG BU VS FY23 PROPOS
FUND 605 POLICE EXPLORERS							
605-2110-521.52-20	CLOTHING & EQUIP	0	0	800	0	800	
LEVEL	TEXT			TEXT AMT			
DEP1	UNIFORMS (20X40) LO			800			
				800			
605-2110-521.52-21	PROGRAM EXPENSE	0	671	3,600	2,775	4,300	7
LEVEL	TEXT			TEXT AMT			
DEP1	MISC PROGRAM EXPENSE MEETINGS LO			500			
	ANNUAL FAIR/TRIP EXPENSE LO			1,500			
	COKE PRODUCTS			1,100			
	5-0 CLUB MEETING EXP			1,200			
				4,300			
*	Op Expenditures/Expenses	0	671	4,400	2,775	5,100	7
**	PUBLIC SAFETY	0	671	4,400	2,775	5,100	7

Attachment: FY23 1st Public Hearing Budget Presentation (3776 : Tentative Budget Fiscal Year 2022-2023)

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	2020 ACTUALS	FISCAL YEAR 2021 ACTUALS	FY2022 ORIGINAL BUDGET	FY2022 Y-T-D ACTUAL	FY2023 DEPT REQUEST	FY22 ORG BU VS FY23 PROPOS
FUND 605 POLICE EXPLORERS							
605-8110-581.91-01	TRANSFER TO GENERAL FUND	0	0	0	250	0	
*	Other Uses	0	0	0	250	0	
**	NON-DEPARTMENTAL	0	0	0	250	0	
***	POLICE EXPLORERS	0	671	4,400	3,025	5,100	7

Attachment: FY23 1st Public Hearing Budget Presentation (3776 : Tentative Budget Fiscal Year 2022-2023)

COMMUNITY REDEVELOPMENT FUND REVENUES

Attachment: FY23 1st Public Hearing Budget Presentation (3776 : Tentative Budget Fiscal Year 2022-2023)

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FISCAL YEAR 2020 ACTUALS	FISCAL YEAR 2021 ACTUALS	FY2022 ORIGINAL BUDGET	FY2022 Y-T-D ACTUALS	FY2023 DEPT REQUEST	FY22 ORG BU VS FY23 PROPOS
FUND 130 COMMUNITY REDEVELOPMT							
130-0000-311.10-00	CURRENT AD-VALOREM TAXES	1,176,350	1,253,952	1,292,387	1,289,675	1,463,810	171,4
LEVEL	TEXT			TEXT AMT			
DEP1	AT 6.25 MILLAGE RATE AT 95%			1,463,810			
	CITY OF HOLLY HILL TIFF						
	JUNE 1 CRA INCREMENT OF $246,53,338 PER $1,000						
				1,463,810			
* TAXES		1,176,350	1,253,952	1,292,387	1,289,675	1,463,810	171,4
130-0000-338.30-00	INTERGOVT SHARE OF TIF	1,230,723	1,367,409	1,408,019	1,442,102	1,476,996	68,9
LEVEL	TEXT			TEXT AMT			
DEP1	VOLUSIA COUNTY TAX INCREMENT CONTRIBUTION			1,275,435			
	JUNE 1ST VALUE $242,572,055 PER $1,000						
	MILLAGE OF 6.0438 TIMES 95%						
	HALIFAX HOSP TAX INCREMENT CONTRIBUTION			201,561			
	JUNE 1ST VALUE $242,572,055 PER $1,000						
	MILLAGE .9529 TIMES 95%						
				1,476,996			
* INTERGOVERNMENTAL REVENUE		1,230,723	1,367,409	1,408,019	1,442,102	1,476,996	68,9
130-0000-361.10-00	INVESTMENTS	53,925	373	330	412	500	1
130-0000-361.15-00	INVESTMENT EARNINGS	0	20,029	13,818	13,609	16,900	3,0
130-0000-361.30-10	UNREALIZED GAIN/LOSS	13,217	13,866-	0	2,363-	0	
130-0000-364.41-00	SALE OF FIXED ASSETS	85,672	0	0	391,589	0	
LEVEL	TEXT			TEXT AMT			
DEP1	FINANCE ESTIMATE						
130-0000-366.90-00	CONTRIB/GRANTS/DONATIONS	100,000	18,817	0	0	0	
LEVEL	TEXT			TEXT AMT			
DEP1	FINANCE ESTIMATE						
130-0000-369.30-30	INSURANCE	6,800	0	0	0	0	
LEVEL	TEXT			TEXT AMT			
DEP1	FINANCE ESTIMATE						
* MISC REVENUES		259,614	25,353	14,148	403,247	17,400	3,2
130-0000-381.01-35	CRA FOUNTAINHEAD	3,130	0	0	0	0	
* OTHER SOURCES		3,130	0	0	0	0	

Attachment: FY23 1st Public Hearing Budget Presentation (3776 : Tentative Budget Fiscal Year 2022-2023)

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FISCAL YEAR 2020 ACTUALS	FISCAL YEAR 2021 ACTUALS	FY2022 ORIGINAL BUDGET	FY2022 Y-T-D ACTUALS	FY2023 DEPT REQUEST	FY22 ORG BU VS FY23 PROPOS
FUND 130 COMMUNITY REDEVELOPMT							
**	COMMUNITY REDEVELOPMT	2,669,817	2,646,714	2,714,554	3,135,024	2,958,206	243,6

Attachment: FY23 1st Public Hearing Budget Presentation (3776 : Tentative Budget Fiscal Year 2022-2023)

COMMUNITY REDEVELOPMENT FUND EXPENSES

Attachment: FY23 1st Public Hearing Budget Presentation (3776 : Tentative Budget Fiscal Year 2022-2023)

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	2020 ACTUALS	FISCAL YEAR 2021 ACTUALS	FY2022 ORIGINAL BUDGET	FY2022 Y-T-D ACTUAL	FY2023 DEPT REQUEST	FY22 ORG BU VS FY23 PROPOS
FUND 130 COMMUNITY REDEVELOPMT							
130-2110-521.12-00	REGULAR SALARIES & WAGE	144,822	95,436	148,200	69,305	156,000	7,8
LEVEL	TEXT			TEXT AMT			
DEP1	FINANCE ESTIMATE			156,000			
	SERGEANT						
	OFFICERS (2)						
				156,000			
130-2110-521.14-00	OVERTIME	8,095	5,172	12,500	8,015	13,600	1,1
130-2110-521.15-00	INCENTIVE PAY	1,406	842	1,000	900	1,000	
130-2110-521.15-10	CELL PHONE ALLOWANCE	1,028	578	600	490	600	
130-2110-521.15-30	BOOT ALLOWANCE	400	100	400	360	400	
LEVEL	TEXT			TEXT AMT			
DEP1	BOOT ALLOWANCE (3 FTE)			400			
				400			
*	Personal Services	155,751	102,128	162,700	79,070	171,600	8,9
130-2110-521.21-00	FICA TAXES	12,506	8,134	12,500	5,716	13,500	1,0
130-2110-521.22-00	RETIREMENT CONTRIBUTION	55,735	30,199	37,000	17,813	39,500	2,5
130-2110-521.23-00	LIFE & HEALTH INSURANCE	29,395	16,070	33,600	12,243	35,500	1,9
130-2110-521.24-00	WORKERS COMP INSURANCE	2,865	1,684	2,900	1,358	2,900	
*	Benefits	100,501	56,087	86,000	37,130	91,400	5,4
130-2110-521.31-01	PROFESSIONAL SERVICES	244	0	0	0	0	
130-2110-521.40-01	REGULAR TRAVEL	0	0	500	0	1,000	5
LEVEL	TEXT			TEXT AMT			
DEP1	TRAVEL & PER DIEM			1,000			
				1,000			
130-2110-521.42-00	POSTAGE, FRT, EXPRESS	541	10	100	2	100	
LEVEL	TEXT			TEXT AMT			
DEP1	POSTAGE CRA			100			
				100			
130-2110-521.45-00	INSURANCE/NON-EMPLOYEE	6,341	5,237	5,358	5,354	5,358	
LEVEL	TEXT			TEXT AMT			
DEP1	PROPERTY, LIABILITY, & AUTO INSURANCE			5,358			
				5,358			
130-2110-521.46-01	REPAIRS & MAINTENANCE	0	60	1,200	55	1,200	
LEVEL	TEXT			TEXT AMT			

Attachment: FY23 1st Public Hearing Budget Presentation (3776 : Tentative Budget Fiscal Year 2022-2023)

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	2020 ACTUALS	FISCAL YEAR 2021 ACTUALS	FY2022 ORIGINAL BUDGET	FY2022 Y-T-D ACTUAL	FY2023 DEPT REQUEST	FY22 ORG BU VS FY23 PROPOS
FUND 130 COMMUNITY REDEVELOPMT							
DEP1	RADIO REPAIRS AND MAINTENANCE			600			
	CALIBRATIONS			600			
				1,200			
130-2110-521.46-11	MAINTENANCE CONTRACTS	1,000	456	2,850	1,836	2,850	
LEVEL	TEXT		TEXT AMT				
DEP1	HARRIS -RADIO MAINTENANCE			1,000			
	AXON BODY CAM MAINTENANCE			1,850			
				2,850			
130-2110-521.46-50	FLEET CHARGES	8,000	8,038	2,500	2,276	2,500	
LEVEL	TEXT		TEXT AMT				
DEP1	FLEET CRA PASRT			2,500			
				2,500			
130-2110-521.46-59	PORTN OF 4650 REIMB BY EE	2,185-	1,665-	2,185-	1,215-	2,185-	
LEVEL	TEXT		TEXT AMT				
DEP1	EE REIMBURSEMENT			2,185-			
				2,185-			
130-2110-521.47-00	PRINTING & BINDING	0	424	500	343	700	2
LEVEL	TEXT		TEXT AMT				
DEP1	PRINTING			700			
				700			
130-2110-521.51-00	OFFICE SUPPLIES	27	198	500	87	750	2
LEVEL	TEXT		TEXT AMT				
DEP1	OFFICE SUPPLIES			750			
				750			
130-2110-521.52-01	OPERATING SUPPLIES	1,031	1,152	2,000	4,209	6,000	4,0
LEVEL	TEXT		TEXT AMT				
DEP1	MISC OPERATING SUPPLIES			500			
	AMMO			800			
	BICYCLE REPAIR AND MAINTENANCE			300			
	EVIDENCE SUPPLIES			300			
	GLOVES			700			
	TRAINING SUPPLIES			300			
	MOVIES WITH A COP			2,200			
	SADY			900			
				6,000			

Attachment: FY23 1st Public Hearing Budget Presentation (3776 : Tentative Budget Fiscal Year 2022-2023)

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	2020 ACTUALS	FISCAL YEAR 2021 ACTUALS	FY2022 ORIGINAL BUDGET	FY2022 Y-T-D ACTUAL	FY2023 DEPT REQUEST	FY22 ORG BU VS FY23 PROPOS
FUND 130 COMMUNITY REDEVELOPMT							
130-2110-521.52-20	CLOTHING & EQUIP	915	1,351	4,985	2,145	5,300	3

LEVEL	TEXT	TEXT AMT
DEP1	UNIFORM REPLACEMENT	1,500
	EQUIPMENT REPLACEMENT	800
	REPLACEMENT VEST (3)	1,250
	POLO FOR BICYCLES (6@$20)	150
	TASERS-(1) @1200	1,400
	TASER CARTRIDGES (3@$30)	200
		5,300

130-2110-521.52-50	FUEL & OIL SUPPLIES	7,195	7,077	10,000	4,490	10,000	

LEVEL	TEXT	TEXT AMT
DEP1	FUEL AND OIL	10,000
		10,000

130-2110-521.55-01	TRAINING & EDUCATION COST	334	895	2,200	874	2,500	3

LEVEL	TEXT	TEXT AMT
DEP1	TRAINING AND EDUCATION	1,300
	TARGET SOLUTIONS (3)	500
	TARGET SOLUTIONS MAINTENANCE	200
	PLI (3)	500
		2,500

*	Op Expenditures/Expenses	23,443	23,233	30,508	20,456	36,073	5,5
**	PUBLIC SAFETY	279,695	181,448	279,208	136,656	299,073	19,8

Attachment: FY23 1st Public Hearing Budget Presentation (3776 : Tentative Budget Fiscal Year 2022-2023)

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	2020 ACTUALS	FISCAL YEAR 2021 ACTUALS	FY2022 ORIGINAL BUDGET	FY2022 Y-T-D ACTUAL	FY2023 DEPT REQUEST	FY22 ORG BU VS FY23 PROPOS
FUND 130 COMMUNITY REDEVELOPMT							
130-2410-524.12-00	REGULAR SALARIES & WAGE	0	16,622	20,200	15,213	21,300	1,1
LEVEL	TEXT			TEXT AMT			
DEP1	CODE ENFORCEMENT OFFICER @50%			21,300			
				21,300			
130-2410-524.14-00	OVERTIME	0	0	100	0	100	
130-2410-524.15-10	CELL PHONE ALLOWANCE	0	209	200	250	200	
130-2410-524.15-30	BOOT ALLOWANCE	0	100	100	60	100	
*	Personal Services	0	16,931	20,600	15,523	21,700	1,1
130-2410-524.21-00	FICA/MEDICARE TAXES	0	1,279	1,600	1,160	1,600	
130-2410-524.22-00	RETIREMENT CONTRIBUTION	0	1,692	2,200	1,662	2,600	4
130-2410-524.23-00	LIFE & HEALTH INSURANCE	0	3,917	5,600	3,732	5,900	3
130-2410-524.24-00	WORKERS COMP INSURANCE	0	201	300	198	300	
*	Benefits	0	7,089	9,700	6,752	10,400	7
130-2410-524.31-01	PROFESSIONAL SERVICES	0	0	1,000	0	1,000	
LEVEL	TEXT			TEXT AMT			
DEP1	SPECIAL MASTER			1,000			
				1,000			
130-2410-524.31-50	LEGAL/OFFICIAL ADVERTISNG	0	0	200	0	200	
LEVEL	TEXT			TEXT AMT			
DEP1	LIENS, RECORDING, LEGAL			200			
				200			
130-2410-524.34-00	OTHER SERVICES	0	0	11,500	0	7,500	4,0
LEVEL	TEXT			TEXT AMT			
DEP1	CODE COMPLIANCE DEMO			6,000			
	CODE COMPLIANCE MOWING			1,500			
				7,500			
130-2410-524.42-00	POSTAGE, FRT, EXPRESS	0	0	1,500	0	1,500	
LEVEL	TEXT			TEXT AMT			
DEP1	VIOLATION NOTICES, NTA, ETC			1,500			
				1,500			
130-2410-524.47-00	PRINTING & BINDING	0	0	150	0	150	
LEVEL	TEXT			TEXT AMT			
DEP1	NOTICES, PLACARDS, ETC			150			
				150			

Attachment: FY23 1st Public Hearing Budget Presentation (3776 : Tentative Budget Fiscal Year 2022-2023)

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	2020 ACTUALS	FISCAL YEAR 2021 ACTUALS	FY2022 ORIGINAL BUDGET	FY2022 Y-T-D ACTUAL	FY2023 DEPT REQUEST	FY22 ORG BU VS FY23 PROPOS
FUND 130 COMMUNITY REDEVELOPMT							
130-2410-524.51-00	OFFICE SUPPLIES	0	0	100	0	100	
LEVEL	TEXT			TEXT AMT			
DEP1	OFFICE SUPPLIES			100			
				100			
130-2410-524.52-01	OPERATING SUPPLIES	0	0	100	80	100	
130-2410-524.52-19	UNIFORMS	0	0	100	0	120	
LEVEL	TEXT			TEXT AMT			
DEP1	SHIRT & PANTS FOR CODE OFFICER			120			
				120			
130-2410-524.52-50	FUEL & OIL SUPPLIES	0	0	300	97	800	5
*	Op Expenditures/Expenses	0	0	14,950	177	11,470	3,4
**	PLANNING & CODE ENFORCE	0	24,020	45,250	22,452	43,570	1,6

Attachment: FY23 1st Public Hearing Budget Presentation (3776 : Tentative Budget Fiscal Year 2022-2023)

GENERAL CAPITAL PROJECTS FUND REVENUES

Attachment: FY23 1st Public Hearing Budget Presentation (3776 : Tentative Budget Fiscal Year 2022-2023)

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FISCAL YEAR 2020 ACTUALS	FISCAL YEAR 2021 ACTUALS	FY2022 ORIGINAL BUDGET	FY2022 Y-T-D ACTUALS	FY2023 DEPT REQUEST	FY22 ORG BU VS FY23 PROPOS
FUND 301 CAPITAL PROJECTS							
301-0000-331.11-00	FEMA-HMGP GRANT	1,091-	0	0	0	0	
301-0000-334.75-30	FIND GRANT	18	0	0	0	0	
301-0000-334.75-40	FWC GRANT	28,500-	0	0	0	0	
301-0000-337.71-10	ECHO GRANT	212,607	0	0	0	0	
*	INTERGOVERNMENTAL REVENUE	183,034	0	0	0	0	
301-0000-361.10-00	INVESTMENTS	18,529	0	0	0	0	
301-0000-361.15-00	INVESTMENT EARNINGS	0	8,772	6,051	2,191	2,000	4,0
301-0000-361.30-10	UNREALIZED GAIN/LOSS	5,788	6,072-	0	0	0	
*	MISC REVENUES	24,317	2,700	6,051	2,191	2,000	4,0
301-0000-381.04-07	TRANS FRM CONST FUND	45,747	0	0	0	0	
301-0000-381.04-95	TRSF FROM 495 FUND	0	0	0	895,000	0	
301-0000-381.10-01	TRANS FRM GEN FUND	570,000	356,322	368,905	4,542,226	65,000	303,9

LEVEL	TEXT	TEXT AMT
DEP1	DOG PARK SIGN	5,000
	FIRE TRUCK RESERVE	
	GENERATOR ENCLOSURE REHAB YMCA	
	GENERATOR ENCLOSURE REHAB FIRE	
	AIR CONDITIONER REPLACEMENTS	60,000
	YMCA ROOF REPLACEMENTS	
		65,000

*	OTHER SOURCES	615,747	356,322	368,905	5,437,226	65,000	303,9
**	CAPITAL PROJECTS	823,098	359,022	374,956	5,439,417	67,000	307,9

Attachment: FY23 1st Public Hearing Budget Presentation (3776 : Tentative Budget Fiscal Year 2022-2023)

GENERAL CAPITAL PROJECTS FUND EXPENSES

Attachment: FY23 1st Public Hearing Budget Presentation (3776 : Tentative Budget Fiscal Year 2022-2023)

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	2020 ACTUALS	FISCAL YEAR 2021 ACTUALS	FY2022 ORIGINAL BUDGET	FY2022 Y-T-D ACTUAL	FY2023 DEPT REQUEST	FY22 ORG BU VS FY23 PROPOS
FUND 301 CAPITAL PROJECTS							
301-8110-580.62-00	BUILDINGS	294,073	25,524	223,000	1,295	60,000	163,0
	LEVEL TEXT			TEXT AMT			
	DEP1 AIR CONDITIONER REPLACEMENTS			40,000			
	YMCA A/C REPLACEMENT			20,000			
				60,000			
301-8110-580.63-00	INFRASTRUCTURE	500,998	760,222	0	730,051	7,000	7,0
	LEVEL TEXT			TEXT AMT			
	DEP1 SIGN AT DOG PARK			7,000			
				7,000			
301-8110-580.64-00	MACHINERY & EQUIPMENT	0	146,319	145,905	366,560	0	145,9
	LEVEL TEXT			TEXT AMT			
	DEP1 AIR CONDITIONER REPLACEMENTS						
	FIRE TRUCK RESERVE						
	YMCA HVAC REPLACEMENTS						
*	Capital Outlay	795,071	932,065	368,905	1,097,906	67,000	301,9
301-8110-589.99-10	BUDGET RESVE/CONTINGENCY	0	0	6,051	0	0	6,0
*	Other Uses	0	0	6,051	0	0	6,0
**	NON-DEPARTMENTAL	795,071	932,065	374,956	1,097,906	67,000	307,9
***	CAPITAL PROJECTS	795,071	932,065	374,956	1,097,906	67,000	307,9

Attachment: FY23 1st Public Hearing Budget Presentation (3776 : Tentative Budget Fiscal Year 2022-2023)

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	2020 ACTUALS	FISCAL YEAR 2021 ACTUALS	FY2022 ORIGINAL BUDGET	FY2022 Y-T-D ACTUAL	FY2023 DEPT REQUEST	FY22 ORG BU VS FY23 PROPOS
FUND 130 COMMUNITY REDEVELOPMT							
130-4173-572.31-01	PROFESSIONAL SERVICES	20,208	80,830	0	0	0	
130-4173-572.34-00	OTHER SERVICES	600	105	84,000	61,327	86,400	2,4
LEVEL	TEXT			TEXT AMT			
DEP1	CONTRACT MGT OF PICTONA (SR ACTIVITY CENTER)			82,800			
	ALARM MONITORING			3,600			
				86,400			
130-4173-572.34-20	LANDSCAPING SERVICES	0	0	13,000	10,833	20,000	7,0
LEVEL	TEXT			TEXT AMT			
DEP1	MOWING SERVICES INCLUDING MULCHING			20,000			
				20,000			
130-4173-572.43-01	UTILITY SERVICES	8,204	39,344	43,000	34,285	43,000	
LEVEL	TEXT			TEXT AMT			
DEP1	ELECTRIC			26,000			
	WATER/SEWER			10,800			
	GAS/GAS DISTRIBUTION			6,200			
				43,000			
130-4173-572.45-00	INSURANCE/NON-EMPLOYEE	0	14,701	16,674	16,660	16,674	
LEVEL	TEXT			TEXT AMT			
DEP1	PROPERTY & LIABILITY INSURANCE			16,674			
				16,674			
130-4173-572.46-01	REPAIRS & MAINTENANCE	908	1,198	2,100	153	2,100	
LEVEL	TEXT			TEXT AMT			
DEP1	MISC REPAIRS			2,100			
				2,100			
130-4173-572.48-00	PROMO.ADVERTISING ACTIV.	0	0	500	0	500	
LEVEL	TEXT			TEXT AMT			
DEP1	PROMOTIONAL			500			
				500			
130-4173-572.52-01	OPERATING SUPPLIES	16,521	2,117	5,000	0	2,500	2,5
130-4173-572.52-30	NON-CAP FURNITURE & FIXTU	15,000	0	0	0	0	
*	Op Expenditures/Expenses	61,441	138,295	164,274	123,258	171,174	6,9
**	ADULT CTR/PICKLEBALL	61,441	138,295	164,274	123,258	171,174	6,9

Attachment: FY23 1st Public Hearing Budget Presentation (3776 : Tentative Budget Fiscal Year 2022-2023)

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	2020 ACTUALS	FISCAL YEAR 2021 ACTUALS	FY2022 ORIGINAL BUDGET	FY2022 Y-T-D ACTUAL	FY2023 DEPT REQUEST	FY22 ORG BU VS FY23 PROPOS
FUND 130 COMMUNITY REDEVELOPMT							
130-5510-552.12-00	REGULAR SALARIES & WAGE	36,728	44,656	51,900	27,068	51,900	
LEVEL	TEXT			TEXT AMT			
DEP1	ECONOMIC DEV COORDINATOR @ 75%			51,900			
				51,900			
130-5510-552.15-10	CELL PHONE ALLOWANCE	230	393	500	281	500	
130-5510-552.15-20	UNIFORM ALLOWANCE	200	200	200	0	200	
*	Personal Services	37,158	45,249	52,600	27,349	52,600	
130-5510-552.21-00	FICA/MEDICARE TAXES	2,750	3,063	4,100	1,968	4,100	
130-5510-552.22-00	RETIREMENT CONTRIBUTION	3,199	4,475	5,700	2,962	6,200	5
130-5510-552.23-00	LIFE & HEALTH INSURANCE	2,903	5,081	8,500	4,231	9,000	5
130-5510-552.24-00	WORKERS COMP INSURANCE	30	36	100	22	100	
130-5510-552.25-00	UNEMPLOYMENT COMP	0	954	0	0	0	
*	Benefits	8,882	13,609	18,400	9,183	19,400	1,0
130-5510-514.31-01	PROFESSIONAL SERVICES	44,248	43,642	56,000	13,590	56,000	
LEVEL	TEXT			TEXT AMT			
DEP1	LEGAL SERVICES			56,000			
				56,000			
130-5510-552.31-01	PROFESSIONAL SERVICES	0	5,000	5,400	5,200	119,400	114,0
LEVEL	TEXT			TEXT AMT			
DEP1	ANNUAL AUDIT			5,400			
	RICK HAMILTON CONTRACT			39,000			
	CRA PLAN UPDATE			75,000			
				119,400			
130-5510-552.31-50	LEGAL/OFFICIAL ADVERTISNG	271	0	1,200	132	600	6
LEVEL	TEXT			TEXT AMT			
DEP1	CRA ANNUAL REPORT LEGAL ADVERTISEMENT			600			
				600			
130-5510-552.34-00	OTHER SERVICES	115,390	0	0	3,200	0	
130-5510-552.34-20	LANDSCAPING SERVICES	94,592	95,835	101,000	63,148	101,000	
LEVEL	TEXT			TEXT AMT			
DEP1	US1 MEDIAN LANDSCAPING/MAINTENANCE			92,000			
	MISC PLANT REPLACEMENT,IRRGATION REPAIR			4,000			
	FERTILIZATION & PEST CONTROL			3,000			
	224 RIVERSIDE DR LANDSCAPING			2,000			
				101,000			

Attachment: FY23 1st Public Hearing Budget Presentation (3776 : Tentative Budget Fiscal Year 2022-2023)

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	2020 ACTUALS	FISCAL YEAR 2021 ACTUALS	FY2022 ORIGINAL BUDGET	FY2022 Y-T-D ACTUAL	FY2023 DEPT REQUEST	FY22 ORG BU VS FY23 PROPOS
FUND 130 COMMUNITY REDEVELOPMT							
130-5510-552.40-01	REGULAR TRAVEL	0	0	1,000	0	500	5
LEVEL	TEXT			TEXT AMT			
DEP1	MEAL ALLOWANCE; MILEAGE			500			
				500			
130-5510-552.42-00	POSTAGE, FRT, EXPRESS	0	44	200	1	200	
LEVEL	TEXT			TEXT AMT			
DEP1	INCLUDES SPECIAL EVENT MAILINGS			200			
				200			
130-5510-552.43-01	UTILITY SERVICES	13,040	15,172	15,000	13,178	17,500	2,5
LEVEL	TEXT			TEXT AMT			
DEP1	WELCOME & OTHER SIGNS AND IRRIGATION			17,500			
				17,500			
130-5510-552.44-00	RENTALS & LEASES	626	597	700	448	700	
LEVEL	TEXT			TEXT AMT			
DEP1	COPIER LEASE @ 25%			700			
				700			
130-5510-552.45-00	INSURANCE/NON-EMPLOYEE	1,272	1,225	1,042	1,041	1,042	
LEVEL	TEXT			TEXT AMT			
DEP1	PROPERTY, LIABILITY, & AUTO INSURANCE			1,042			
				1,042			
130-5510-552.46-01	REPAIRS & MAINTENANCE	15,810	5,392	26,000	1,654	26,000	
LEVEL	TEXT			TEXT AMT			
DEP1	1200 CENTER AVE, RIVERSIDE PARK REPAIRS			4,000			
	US1 BUS SHELTER REPAIRS/MAINT			6,000			
	US1 MEDIAN TREES			6,000			
	BUS BENCHES			10,000			
				26,000			
130-5510-552.46-11	MAINTENANCE CONTRACTS	408	254	600	313	600	
LEVEL	TEXT			TEXT AMT			
DEP1	COPIER MAINTENANCE @ 25%			600			
				600			
130-5510-552.47-00	PRINTING & BINDING	49	49	100	147	100	
130-5510-552.48-00	PROMO.ADVERTISING ACTIV.	3,061	0	3,220	2,440	3,220	

Attachment: FY23 1st Public Hearing Budget Presentation (3776 : Tentative Budget Fiscal Year 2022-2023)

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	2020 ACTUALS	FISCAL YEAR 2021 ACTUALS	FY2022 ORIGINAL BUDGET	FY2022 Y-T-D ACTUAL	FY2023 DEPT REQUEST	FY22 ORG BU VS FY23 PROPOS
FUND 130 COMMUNITY REDEVELOPMT							
	LEVEL TEXT			TEXT AMT			
	DEP1 VIDEO FOR PROMO. ADVERTISING			2,000			
	ECONOMIC DEVELOPMENT AD LIVABILITY VOLUSIA			1,220			
				3,220			
130-5510-552.48-10	SPECIAL EVENTS	1,889	3,162	9,500	9,116	59,500	50,0
	LEVEL TEXT			TEXT AMT			
	DEP1 TRUNK OR TREAT			3,000			
	EASTER EGG HUNT			2,500			
	NATIONAL NIGHT OUT			3,000			
	CRUISIN THE HILL			1,000			
	EVENTS			50,000			
				59,500			
130-5510-552.49-01	MISC EXPENSE	175	175	200	175	200	
	LEVEL TEXT			TEXT AMT			
	DEP1 STATE SPECIAL DISTRICT FEE			200			
				200			
130-5510-552.49-20	TREE REMOVAL	0	750	3,000	0	3,000	
130-5510-552.49-30	ADMIN SERV FEE ALLOCATION	14,100	15,434	68,773	68,773	92,445	23,6
	LEVEL TEXT			TEXT AMT			
	DEP1 DIRECT COST ALLOCATION			92,445			
				92,445			
130-5510-552.49-59	BAD DEBT EXPENSE	214-	0	0	0	0	
	LEVEL TEXT			TEXT AMT			
	DEP1 FINANCE ESTIMATE						
130-5510-552.52-01	OPERATING SUPPLIES	109	280	300	6	300	
130-5510-552.52-05	MEETING EXPENSE	0	131	0	0	0	
130-5510-552.52-10	SIGNS & MATERIALS	12	199	500	0	500	
	LEVEL TEXT			TEXT AMT			
	DEP1 CRA DECORATIVE STREET SIGNAGE REPLACEMENT			500			
				500			
130-5510-552.52-50	FUEL & OIL SUPPLIES	0	154	0	0	0	
130-5510-552.54-00	BOOKS/PUBL/SUBSCR/MEMBERS	5,979	7,072	7,199	7,394	7,480	2
	LEVEL TEXT			TEXT AMT			
	DEP1 TEAM VOLUSIA			6,485			
	FL DEVELOPMENT ASSOC MEMBERSHIP			995			

Attachment: FY23 1st Public Hearing Budget Presentation (3776 : Tentative Budget Fiscal Year 2022-2023)

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	2020 ACTUALS	FISCAL YEAR 2021 ACTUALS	FY2022 ORIGINAL BUDGET	FY2022 Y-T-D ACTUAL	FY2023 DEPT REQUEST	FY22 ORG BU VS FY23 PROPOS
FUND 130 COMMUNITY REDEVELOPMT							
				7,480			
130-5510-552.55-01	TRAINING & EDUCATION COST	357-	25	800	0	800	
LEVEL	TEXT			TEXT AMT			
DEP1	FL REDEVELOPMENT CONFERENCE			800			
				800			
* Op Expenditures/Expenses		310,460	194,592	301,734	189,956	491,087	189,3
130-5510-552.82-01	PROPERTY IMPROVMNT GRANTS	35,705	52,973	150,000	13,430	150,000	
LEVEL	TEXT			TEXT AMT			
DEP1	PROPERTY IMP REIMBURSEMENT GRANTS			100,000			
	PAINTING GRANTS			25,000			
	MURAL GRANTS			25,000			
				150,000			
* Grants and Aids		35,705	52,973	150,000	13,430	150,000	
** GENERAL ADMINISTRATION		392,205	306,423	522,734	239,918	713,087	190,3

Attachment: FY23 1st Public Hearing Budget Presentation (3776 : Tentative Budget Fiscal Year 2022-2023)

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	2020 ACTUALS	FISCAL YEAR 2021 ACTUALS	FY2022 ORIGINAL BUDGET	FY2022 Y-T-D ACTUAL	FY2023 DEPT REQUEST	FY22 ORG BU VS FY23 PROPOS
FUND 130 COMMUNITY REDEVELOPMT							
130-8110-581.01-39	CRA CAPITAL PROJECTS	1,489,506	1,000,000	300,000	1,300,000	0	300,0
130-8110-581.10-01	TRANSFER TO GENERAL FUND	0	0	8,580	8,580	8,580	
LEVEL	TEXT			TEXT AMT			
DEP1	PD FLEET VEHICLE REPAIR & MAINTENANCE			8,580			
				8,580			
*	Personal Services	1,489,506	1,000,000	308,580	1,308,580	8,580	300,0
130-8110-580.64-00	MACHINERY & EQUIPMENT	86,623	0	0	13,446	0	
*	Capital Outlay	86,623	0	0	13,446	0	
130-8110-517.71-31	CRA DEBT 2012	350,000	355,000	355,000	360,000	370,000	15,0
130-8110-517.71-32	CRA DEBT 2013	380,000	390,000	390,000	405,000	410,000	20,0
130-8110-517.72-31	CRA DEBT 2012	62,046	53,369	53,369	44,505	35,518	17,8
130-8110-517.72-32	CRA DEBT 2013	64,891	55,978	55,978	46,775	37,339	18,6
*	Debt Service	856,937	854,347	854,347	856,280	852,857	1,4
130-8110-589.99-10	BUDGET RESVE/CONTINGENCY	0	0	540,161	0	869,865	329,7
*	Other Uses	0	0	540,161	0	869,865	329,7
**	NON-DEPARTMENTAL	2,433,066	1,854,347	1,703,088	2,178,306	1,731,302	28,2
***	COMMUNITY REDEVELOPMT	3,166,407	2,504,533	2,714,554	2,700,590	2,958,206	243,6

Attachment: FY23 1st Public Hearing Budget Presentation (3776 : Tentative Budget Fiscal Year 2022-2023)

WATER/SEWER FUND REVENUES

Attachment: FY23 1st Public Hearing Budget Presentation (3776 : Tentative Budget Fiscal Year 2022-2023)

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FISCAL YEAR 2020 ACTUALS	FISCAL YEAR 2021 ACTUALS	FY2022 ORIGINAL BUDGET	FY2022 Y-T-D ACTUALS	FY2023 DEPT REQUEST	FY22 ORG BU VS FY23 PROPOS
FUND 400 WATER & SEWER FUND							
400-0000-334.35-00	FDEP SEWER	318,376	0	0	0	0	
*	INTERGOVERNMENTAL REVENUE	318,376	0	0	0	0	
400-0000-341.04-60	STORMWATER	61,771	61,771	54,326	54,326	49,943	4,3
400-0000-341.04-95	SOLID WASTE	15,443	15,443	13,581	13,581	12,486	1,0
400-0000-341.10-01	GENERAL FUND	30,886	72,250	27,163	27,163	24,972	2,1
400-0000-343.30-00	WATER UTILITY	0	0	11,870	0	0	11,8
400-0000-343.30-07	WATER CHARGES	3,202,278	3,432,699	3,504,071	2,584,806	3,696,795	192,7
LEVEL	TEXT			TEXT AMT			
DEP1	5.5% RATE INCREASE			3,696,795			
				3,696,795			
400-0000-343.30-92	WATER METER CONNECTION	5,043	625	1,000	4,125	3,500	2,5
400-0000-343.30-93	WATER SERVICE CHARGES	22,850	19,025	20,375	12,975	21,000	6
400-0000-343.30-94	WATER CUT-OFF CHARGES	87,875	56,195	66,000	42,940	73,000	7,0
400-0000-343.30-95	WATER HYDRANT RENTAL	14,382	14,382	14,382	12,030	14,000	3
400-0000-343.50-50	SEWER, INSIDE	0	0	227,222	0	0	227,2
400-0000-343.50-57	SEWER CHARGES	3,344,015	3,601,530	3,455,125	2,679,406	3,744,261	289,1
LEVEL	TEXT			TEXT AMT			
DEP1	5.5% RATE INCREASE			3,744,261			
				3,744,261			
400-0000-343.50-70	SEWER, REUSE	0	0	0	900	0	
400-0000-343.50-72	SEWER, REUSE, COMMERCIAL	3,600	3,600	3,600	1,800	3,000	6
400-0000-343.50-97	SEWER CONNECTION	250	50	0	250	0	
*	CHARGES FOR SERVICES	6,788,393	7,277,570	7,398,715	5,434,302	7,642,957	244,2
400-0000-361.10-00	INVESTMENTS	56,484	409	400	277	380	
400-0000-361.15-00	INVESTMENT EARNINGS	0	20,581	15,221	15,217	17,900	2,6
400-0000-361.30-10	UNREALIZED GAIN/LOSS	14,363	15,275-	0	2,603-	0	
400-0000-362.21-10	T-MOBILE	17,490	17,490	17,490	26,235	34,980	17,4
400-0000-362.21-20	SPRINT PCS	17,490	17,490	17,490	0	0	17,4
400-0000-364.41-00	SALE OF FIXED ASSETS	0	4,276-	0	13,110	0	
400-0000-364.42-00	INSUR PROCEEDS/LOSS EQUIP	0	325	0	0	0	
400-0000-365.10-00	SURPLUS MATLS/SCRAP SALES	1,042	197	0	2,409	0	
400-0000-369.30-00	SETTLEMENTS	13,000	0	0	0	0	
400-0000-369.30-30	INSURANCE	0	6,664	0	23,157	0	
400-0000-369.70-00	PENALTY REVENUES	221,390	247,127	221,000	168,261	220,000	1,0
400-0000-369.90-00	MISC REVENUES	7,431	5,437	5,000	5,125	5,000	
*	MISC REVENUES	348,690	296,169	276,601	251,188	278,260	1,6
400-0000-381.04-01	TRANSFER FRM W&S FUND	40,000	0	0	0	0	

Attachment: FY23 1st Public Hearing Budget Presentation (3776 : Tentative Budget Fiscal Year 2022-2023)

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FISCAL YEAR 2020 ACTUALS	FISCAL YEAR 2021 ACTUALS	FY2022 ORIGINAL BUDGET	FY2022 Y-T-D ACTUALS	FY2023 DEPT REQUEST	FY22 ORG BU VS FY23 PROPOS
FUND 400 WATER & SEWER FUND							
400-0000-381.04-02	TRANSFER FRM W&S FUND	100,000	0	0	0	0	
400-0000-381.04-07	TRANS FRM CONST FUND	1,800,913	962,685	0	0	0	
400-0000-381.04-60	TRANSFER FRM STORMWATER	32,938	30,414	30,462	30,462	30,414	

LEVEL	TEXT	TEXT AMT
DEP1	DEBT PAYMENT FOR VACUUM FROM STORMWATER FUND	30,414
		30,414

*	OTHER SOURCES	1,973,851	993,099	30,462	30,462	30,414	
**	WATER & SEWER FUND	9,429,310	8,566,838	7,705,778	5,715,952	7,951,631	245,8

Attachment: FY23 1st Public Hearing Budget Presentation (3776 : Tentative Budget Fiscal Year 2022-2023)

WATER/SEWER FUND EXPENSES

Attachment: FY23 1st Public Hearing Budget Presentation (3776 : Tentative Budget Fiscal Year 2022-2023)

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	2020 ACTUALS	FISCAL YEAR 2021 ACTUALS	FY2022 ORIGINAL BUDGET	FY2022 Y-T-D ACTUAL	FY2023 DEPT REQUEST	FY22 ORG BU VS FY23 PROPOS
FUND 400 WATER & SEWER FUND							
400-3001-536.12-00	REGULAR SALARIES & WAGE	188,625	148,236	265,700	125,961	165,000	100,7
LEVEL	TEXT			TEXT AMT			
DEP1	FINANCE ESTIMATE			165,000			
	PW DIRECTOR						
	PROJEC T MANAGER - SPLIT FUNDED						
	ADMIN ASSISTANT						
				165,000			
400-3001-536.14-00	OVERTIME	383	91	500	18	500	
400-3001-536.15-10	CELL PHONE ALLOWANCE	828	578	600	490	600	
LEVEL	TEXT			TEXT AMT			
DEP1	CELL PHONE ALLOWANCE			600			
				600			
400-3001-536.15-20	UNIFORM ALLOWANCE	600	400	400	400	400	
LEVEL	TEXT			TEXT AMT			
DEP1	CLOTHING ALLOWANCE 2 FTE			400			
				400			
*	Personal Services	190,436	149,305	267,200	126,869	166,500	100,7
400-3001-536.21-00	FICA/MEDICARE TAXES	13,848	10,770	20,500	9,133	13,000	7,5
400-3001-536.22-00	RETIREMENT CONTRIBUTION	68,874	34,193	49,400	30,399	31,000	18,4
400-3001-536.23-00	LIFE & HEALTH INSURANCE	20,927	17,019	33,900	15,325	25,000	8,9
400-3001-536.24-00	WORKERS COMP INSURANCE	1,736	375	3,000	2,154	400	2,6
*	Benefits	105,385	62,357	106,800	57,011	69,400	37,4
400-3001-536.40-01	REGULAR TRAVEL	0	0	500	0	500	
LEVEL	TEXT			TEXT AMT			
DEP1	MEAL ALLOWANCE AND MILEAGE			500			
				500			
400-3001-536.42-00	POSTAGE, FRT, EXPRESS	28	37	100	1	100	
400-3001-536.44-00	RENTALS & LEASES	498	457	700	343	700	
LEVEL	TEXT			TEXT AMT			
DEP1	PW COPIER LEASE			700			
				700			
400-3001-536.45-00	INSURANCE/NON-EMPLOYEE	4,128	3,912	4,565	4,562	4,565	
LEVEL	TEXT			TEXT AMT			
DEP1	PROPERTY & LIABILITY INSURANCE			4,565			

Attachment: FY23 1st Public Hearing Budget Presentation (3776 : Tentative Budget Fiscal Year 2022-2023)

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	2020 ACTUALS	FISCAL YEAR 2021 ACTUALS	FY2022 ORIGINAL BUDGET	FY2022 Y-T-D ACTUAL	FY2023 DEPT REQUEST	FY22 ORG BU VS FY23 PROPOS
FUND 400 WATER & SEWER FUND							
				4,565			
400-3001-536.46-01	REPAIRS & MAINTENANCE	524	137	400	281	0	4
400-3001-536.46-11	MAINTENANCE CONTRACTS	2,566	2,479	3,500	1,650	500	3,0
LEVEL	TEXT			TEXT AMT			
DEP1	PW COPIER MAINTENANCE			500			
				500			
400-3001-536.46-50	FLEET CHARGES	1,524	2,679	700	337	700	
LEVEL	TEXT			TEXT AMT			
DEP1	PARTS			700			
				700			
400-3001-536.47-00	PRINTING & BINDING	0	300	0	0	0	
400-3001-536.51-00	OFFICE SUPPLIES	161	879	1,000	1,032	1,500	5
LEVEL	TEXT			TEXT AMT			
DEP1	PW ADMINISTRATION			800			
	FACILITIES DIVISION			300			
	STREETS DIVISION			400			
				1,500			
400-3001-536.52-01	OPERATING SUPPLIES	25	448	400	62	200	2
LEVEL	TEXT			TEXT AMT			
DEP1	SAFETY VESTS, RAIN GEAR, BOOTS, ETC.			200			
				200			
400-3001-536.52-50	FUEL & OIL SUPPLIES	793	3,290	2,900	3,145	4,400	1,5
LEVEL	TEXT			TEXT AMT			
DEP1	FUEL AND OIL			4,400			
				4,400			
400-3001-536.54-00	BOOKS/PUBL/SUBSCR/MEMBERS	587	384	450	295	450	
LEVEL	TEXT			TEXT AMT			
DEP1	AMERICAN SOCIETY OF CIVIL ENGINEERS			350			
	PE LICENSE RENEWAL			100			
				450			
400-3001-536.55-01	TRAINING & EDUCATION COST	0	0	200	0	200	
LEVEL	TEXT			TEXT AMT			
DEP1	PROFESSIONAL ENGINEERING CONTINUING EDUCATION			200			

Attachment: FY23 1st Public Hearing Budget Presentation (3776 : Tentative Budget Fiscal Year 2022-2023)

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	2020 ACTUALS	FISCAL YEAR 2021 ACTUALS	FY2022 ORIGINAL BUDGET	FY2022 Y-T-D ACTUAL	FY2023 DEPT REQUEST	FY22 ORG BU VS FY23 PROPOS
FUND 400 WATER & SEWER FUND							
				200			
400-3001-536.59-20	DEPRECIATION EXPENSE	18,764-	0	0	0	0	
*	Op Expenditures/Expenses	7,930-	15,002	15,415	11,708	13,815	1,6
**	WATER & SEWER ADMIN	287,891	226,664	389,415	195,588	249,715	139,7

Attachment: FY23 1st Public Hearing Budget Presentation (3776 : Tentative Budget Fiscal Year 2022-2023)

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	2020 ACTUALS	FISCAL YEAR 2021 ACTUALS	FY2022 ORIGINAL BUDGET	FY2022 Y-T-D ACTUAL	FY2023 DEPT REQUEST	FY22 ORG BU VS FY23 PROPOS
FUND 400 WATER & SEWER FUND							
400-3010-533.12-00	REGULAR SALARIES & WAGE	388,247	459,948	482,900	335,901	526,000	43,1
LEVEL	TEXT			TEXT AMT			
DEP1	FINANCE ESTIMATE			526,000			
	CHIEF WATER PLANT OPERATOR						
	FIELD OPER. SUPER						
	UTILITIES MAINT WORKER II (3)						
	UTILITIES MAINT WORKER III						
	WATER DIST SYSTEM OPERATOR I						
	WATER DIST SYSTEM OPERATOR TRAINEE						
	WATER PLANT OPERATOR I C (2)						
	WATER PLANT OPERATOR II B						
	WATER PLANT OPERATOR II A						
				526,000			
400-3010-533.13-00	OTHER SALARIES & WAGES	17,491	6,558	21,300	11,092	16,000	5,3
LEVEL	TEXT			TEXT AMT			
DEP1	PT WATER PLANT OPERATOR (.5 FTE)			16,000			
				16,000			
400-3010-533.14-00	OVERTIME	20,439	22,682	19,700	24,744	21,000	1,3
400-3010-533.15-10	CELL PHONE ALLOWANCE	605	639	600	564	600	
LEVEL	TEXT			TEXT AMT			
DEP1	CELL PHONE ALLOWANCE 1 FTE			600			
				600			
400-3010-533.15-20	UNIFORM ALLOWANCE	0	0	100	30	100	
400-3010-533.15-30	BOOT ALLOWANCE	1,100	1,200	1,400	1,338	1,500	1
LEVEL	TEXT			TEXT AMT			
DEP1	BOOT ALLOWANCE (11 FTE)			1,500			
				1,500			
*	Personal Services	427,882	491,027	526,000	373,669	565,200	39,2
400-3010-533.21-00	FICA/MEDICARE TAXES	31,684	37,009	40,300	28,225	42,000	1,7
400-3010-533.22-00	RETIREMENT CONTRIBUTION	199,081	14,320	56,600	43,276	66,000	9,4
400-3010-533.23-00	LIFE & HEALTH INSURANCE	79,204	79,692	124,800	65,958	122,000	2,8
400-3010-533.24-00	WORKERS COMP INSURANCE	8,029	8,298	8,800	5,879	9,000	2
*	Benefits	317,998	139,319	230,500	143,338	239,000	8,5
400-3010-533.31-01	PROFESSIONAL SERVICES	62,414	22,218	39,700	23,766	48,950	9,2
LEVEL	TEXT			TEXT AMT			
DEP1	LAB ANALYSES AND MONITORING			16,800			

Attachment: FY23 1st Public Hearing Budget Presentation (3776 : Tentative Budget Fiscal Year 2022-2023)

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	2020 ACTUALS	FISCAL YEAR 2021 ACTUALS	FY2022 ORIGINAL BUDGET	FY2022 Y-T-D ACTUAL	FY2023 DEPT REQUEST	FY22 ORG BU VS FY23 PROPOS
FUND 400 WATER & SEWER FUND							
	OPERATIONS LICENSING & CERTIFICATIONS			12,900			
	MISCELLANEOUS ENGINEERING SERVICES			2,000			
	HACH REGULATORY QUARTERLY CALIBRATIONS @ 50%			6,000			
	ANNUAL HOIST INSPECTION & CERTIFICATION @ 50%			700			
	DOH LAB CERTIFICATION FEE @ 50%			800			
	CERTIFIED THERMOMETER CALIBRATIONS @ 50%			450			
	LAB PROFICIENCY TESTING @ 50%			2,600			
	LAB THIRD PARTY INSPECTION @ 50%			3,000			
	RISK MANAGEMENT PLAN REGISTRATION @ 50%			100			
	RISK MANAGEMENT COMPLIANCE @ 50%			3,600			
				48,950			
400-3010-533.31-50	LEGAL.OFFICIAL ADVERTISNG	1,468	430	3,000	544	2,000	1,0
LEVEL	TEXT			TEXT AMT			
DEP1	NEWSPAPER ADS, ETC.			2,000			
				2,000			
400-3010-533.34-00	OTHER SERVICES	66,269	71,715	101,260	42,998	107,280	6,0
LEVEL	TEXT			TEXT AMT			
DEP1	SLUDGE HAULING AND LAP APP @ 50%			86,400			
	ORION GATEWAY BACKHAUL CHARGES 270 PER QTR			1,500			
	READ CENTER ANALYTICS SOFTWARE			2,800			
	COLLECTION FEES			1,100			
	BEACON FIXED NETWORK 800 MO X 12			9,600			
	ORION CELLULAR LTE METER TRANSPONDER 490 MO X 12			5,880			
				107,280			
400-3010-533.40-01	REGULAR TRAVEL	0	75	300	0	300	
LEVEL	TEXT			TEXT AMT			
DEP1	MEAL ALLOWANCE AND MILEAGE			300			
				300			
400-3010-533.42-00	POSTAGE, FRT, EXPRESS	422	121	200	1	100	1
LEVEL	TEXT			TEXT AMT			
DEP1	POSTAGE, FREIGHT & EXPRESS, MAILING OF CCR REPORT			100			
				100			
400-3010-533.43-01	UTILITY SERVICES	128,646	143,731	159,652	149,524	200,000	40,3
LEVEL	TEXT			TEXT AMT			
DEP1	FPL EST 15% INCREASE DUE TO FUEL COSTS			197,348			
	TECO AVERAGE $75MO WITH 15% INCREASE			1,320			
	WATER AVERAGE WITH 5.5% INCREASE			1,332			

Attachment: FY23 1st Public Hearing Budget Presentation (3776 : Tentative Budget Fiscal Year 2022-2023)

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	2020 ACTUALS	FISCAL YEAR 2021 ACTUALS	FY2022 ORIGINAL BUDGET	FY2022 Y-T-D ACTUAL	FY2023 DEPT REQUEST	FY22 ORG BU VS FY23 PROPOS
FUND 400 WATER & SEWER FUND							
				200,000			
400-3010-533.44-00	RENTALS & LEASES	2,558	5,017	4,850	2,414	2,300	2,5
LEVEL	TEXT			TEXT AMT			
DEP1	MISC EQUIPMENT RENTALS			400			
	PW COPIER LEASE $2800 X 25%			700			
	AMMONIA TANK LEASE			1,200			
				2,300			
400-3010-533.45-00	INSURANCE/NON-EMPLOYEE	16,894	18,588	20,670	19,032	20,670	
LEVEL	TEXT			TEXT AMT			
DEP1	STORAGE TANK AND POLLUTION			2,500			
	PROPERTY & LIABILITY			18,170			
				20,670			
400-3010-533.46-01	REPAIRS & MAINTENANCE	24,274	112,477	117,700	78,721	128,300	10,6
LEVEL	TEXT			TEXT AMT			
DEP1	DISTRIBUTION SYSTEM MAINTENANCE			35,000			
	WATER PLANT & WELL REPAIRS (ELECTRIC, PUMPS, ETC.)			51,000			
	LIME SOFTENING CLEANING			10,000			
	BACKFLOW PREVENTER MAINTENANCE			4,000			
	WATER TREATMENT PLANT & CONTROLS			6,000			
	PIPE PRESERVATION PAINTING PROGRAM			500			
	FEC BLANKET UTILITY CROSSING			3,900			
	TRIMBLE RANGER CE SERVICE RENEWAL			600			
	WATER METER TESTER CALIBRATION			200			
	AMMONIA STORAGE TANK REGISTRATION			100			
	DISTRIBUTION VALVE MAINTENANCE			8,500			
	A/C MAINTENANCE @ WATER PLANT			1,500			
	DIST SAMPLE STATIONS			7,000			
				128,300			
400-3010-533.46-11	MAINTENANCE CONTRACTS	14,993	16,308	38,500	15,392	39,686	1,1
LEVEL	TEXT			TEXT AMT			
DEP1	ELEVATED STORAGE TANK MAINTENANCE CONTRACT			13,600			
	RADIO SYSTEM MAINTENANCE			1,700			
	PW COPIER/MAINTENANCE FEES			500			
	MISC MAINTENANCE CONTRACTS			2,886			
	SCADA SYSTEM ANNUAL MAINTENANCE FEE			21,000			
				39,686			
400-3010-533.46-50	FLEET CHARGES	30,000	32,150	15,000	4,544	15,000	
LEVEL	TEXT			TEXT AMT			

Attachment: FY23 1st Public Hearing Budget Presentation (3776 : Tentative Budget Fiscal Year 2022-2023)

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	2020 ACTUALS	FISCAL YEAR 2021 ACTUALS	FY2022 ORIGINAL BUDGET	FY2022 Y-T-D ACTUAL	FY2023 DEPT REQUEST	FY22 ORG BU VS FY23 PROPOS
FUND 400 WATER & SEWER FUND							
DEP1	MISC WATER VEHICLE/GENERATOR MAINTENANCE			15,000			
				15,000			
400-3010-533.46-60	SMALL EQ REPAIR & MAINT	2,043	1,421	1,500	444	1,500	
LEVEL	TEXT			TEXT AMT			
DEP1	MISC WATER VEHICLE/GENERATOR MAINTENANCE			1,500			
				1,500			
400-3010-533.46-63	REPAIR/MAINT CAPITAL-LIKE	0	16,950	0	0	0	
400-3010-533.46-70	GENERATOR REPAIR & MAIN	1,902	134	2,000	129	2,000	
400-3010-533.47-00	PRINTING & BINDING	1,811	1,730	1,100	625	1,150	
LEVEL	TEXT			TEXT AMT			
DEP1	CUSTOMER NOTICE DOOR HANGERS			550			
	ANNUAL CCR REPORT			500			
	FREE CHLORINE BURN NOTICE			100			
				1,150			
400-3010-533.49-01	MISC EXPENSE	3	0	0	0	0	
400-3010-533.49-10	OTHER SPECIAL COSTS	63,942	0	0	0	0	
400-3010-533.49-30	ADMIN SERV FEE ALLOCATION	425,425	423,742	488,188	488,188	578,118	89,9
LEVEL	TEXT			TEXT AMT			
DEP1	DIRECT COST ALLOCATION			578,118			
				578,118			
400-3010-533.49-59	BAD DEBT EXPENSE	17,555	5,103	25,000	0	25,000	
400-3010-533.51-00	OFFICE SUPPLIES	1,013	646	1,000	404	400	6
LEVEL	TEXT			TEXT AMT			
DEP1	PAPER, ENVELOPES, ETC.			400			
				400			
400-3010-533.52-01	OPERATING SUPPLIES	224,565	228,294	251,000	170,375	398,250	147,2
LEVEL	TEXT			TEXT AMT			
DEP1	WATER TREATMENT PLANT CHEMICALS						
	- AQUA GOLD			43,400			
	- FLUORIDE			5,000			
	- HIGH CALCIUM QUICK LIME			140,000			
	- LIQUID ANHYDROUS AMMONIA			8,500			
	- LIQUID CARBON DIOXIDE			40,000			
	- LIQUID CHLORINE @ 50%			66,250			
	- POLYMER			2,400			
	- DISTILLED WATER @ 50%			700			
	WATER DISTRIBUTION [PARTS, FITTINGS, VALVES			36,000			

Attachment: FY23 1st Public Hearing Budget Presentation (3776 : Tentative Budget Fiscal Year 2022-2023)

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	2020 ACTUALS	FISCAL YEAR 2021 ACTUALS	FY2022 ORIGINAL BUDGET	FY2022 Y-T-D ACTUAL	FY2023 DEPT REQUEST	FY22 ORG BU VS FY23 PROPOS
FUND 400 WATER & SEWER FUND							
	WATER METER BOXES, TRANSPONDERS, PARTS			21,000			
	BUILDING MATERIALS FOR REPAIRS			5,000			
	LAB SUPPLIES			9,500			
	WTP INSTITUTIONAL SUPPLIES (CLEANING)			3,000			
	SAFETY GEAR, RAIN GEAR, ETC			2,500			
	CELLULAR RETROFITS TO EXISTING BADGER METERS			15,000			
				398,250			
400-3010-533.52-02	SOFTWARE/COMPUTER SUPPLIE	6,528	0	0	0	0	
400-3010-533.52-04	SMALL TOOLS & EQUIPMENT	413	0	500	1,444	1,000	5
LEVEL	TEXT			TEXT AMT			
DEP1	MISC TOOLS PLANT MECHANIC			1,000			
				1,000			
400-3010-533.52-19	UNIFORM EXPENSE	2,966	2,241	3,000	1,443	3,000	
LEVEL	TEXT			TEXT AMT			
DEP1	UNIFORMS - $200 EST X 12 EMPLOYEES			2,400			
	UNIFORM REPAIRS (ESTIMATED)			200			
	TOOL 1 @ $225 X 33%			100			
	UNIFORMS - $130 EST EXP X 1 X 30%			100			
	UNIFORMS - $250 EST EXP X 1 X 33%			100			
	UNIFORM ALLOWANCE - SUPERINTENDENT @ 50%			100			
				3,000			
400-3010-533.52-50	FUEL & OIL SUPPLIES	7,083	9,269	9,200	21,218	34,000	24,8
LEVEL	TEXT			TEXT AMT			
DEP1	ALL WATER VEHICLES (UB, PLANT, GENERATORS)			34,000			
				34,000			
400-3010-533.52-64	MACH/EQUIP CAPITAL-LIKE	5,719	1,931	600	0	0	6
400-3010-533.54-00	BOOKS/PUBL/SUBSCR/MEMBERS	1,245	3,867-	2,300	1,056	2,300	
LEVEL	TEXT			TEXT AMT			
DEP1	FLORIDA RURAL WATER ASSOCIATION MEMBERSHIP			600			
	SUNSHINE STATE ONE CALL $2,054.28 @ 33%			700			
	FDEP PLANT/DIST OPERATOR LICENSES			700			
	FW&PCOA MEMBERSHIP (9 @ $30)			300			
				2,300			
400-3010-533.55-01	TRAINING & EDUCATION COST	312	1,851	3,200	520	3,700	5
LEVEL	TEXT			TEXT AMT			
DEP1	DIST CERTIFICATION @ CEU PROGRAMS (3 OPERATORS)			800			
	MOT CERTIFICATIONS 3 @ $400			1,200			

Attachment: FY23 1st Public Hearing Budget Presentation (3776 : Tentative Budget Fiscal Year 2022-2023)

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	2020 ACTUALS	FISCAL YEAR 2021 ACTUALS	FY2022 ORIGINAL BUDGET	FY2022 Y-T-D ACTUAL	FY2023 DEPT REQUEST	FY22 ORG BU VS FY23 PROPOS
FUND 400 WATER & SEWER FUND							
	PLANT OPERATOR CERT CEU PROGRAMS			1,200			
	OTHER MISC TRAINING COURSES/SEMINARS			500			
				3,700			
*	Op Expenditures/Expenses	1,110,463	1,112,275	1,289,420	1,022,782	1,615,004	325,5
**	WATER UTILITY	1,856,343	1,742,621	2,045,920	1,539,789	2,419,204	373,2

Attachment: FY23 1st Public Hearing Budget Presentation (3776 : Tentative Budget Fiscal Year 2022-2023)

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	2020 ACTUALS	FISCAL YEAR 2021 ACTUALS	FY2022 ORIGINAL BUDGET	FY2022 Y-T-D ACTUAL	FY2023 DEPT REQUEST	FY22 ORG BU VS FY23 PROPOS
FUND 400 WATER & SEWER FUND							
400-3020-535.12-00	REGULAR SALARIES & WAGE	495,604	445,522	540,600	404,524	610,000	69,4
LEVEL	TEXT			TEXT AMT			
DEP1	FINANCE ESTIMATE			610,000			
	CHIEF WASTEWATER PLANT OPERATOR						
	UTILITIES MNT WORKER III (2.5 FTE)						
	UTILITIES MNT WORKER II (1.5 FTE)						
	WASTEWATER PLAN OPERATOR C (4 FTE)						
	WASTEWATER PLANT OPERATOR B (1 FTE)						
	FIELD OPERAT. SUPERINTENDANT (.15 FTE)						
	UNTILITIES MNT WORKER I (1 FTE)						
	WASTEWATER PLANT OPERATOR TRAINEE						
				610,000			
400-3020-535.13-00	OTHER SALARIES & WAGES	0	16,789	15,600	25,143	20,000	4,4
LEVEL	TEXT			TEXT AMT			
DEP1	WASTEWATER PLANT OPERATOR II B (FILL-IN ONLY)			20,000			
				20,000			
400-3020-535.14-00	OVERTIME	50,843	74,486	49,100	57,609	49,100	
400-3020-535.15-10	CELL PHONE ALLOWANCE	505	639	700	564	700	
400-3020-535.15-20	UNIFORM ALLOWANCE	0	0	100	30	100	
400-3020-535.15-30	BOOT ALLOWANCE	1,200	1,300	1,600	1,578	1,600	
LEVEL	TEXT			TEXT AMT			
DEP1	BOOT ALLOWANCE (12.15 FTE)			1,600			
				1,600			
*	Personal Services	548,152	538,736	607,700	489,448	681,500	73,8
400-3020-535.21-00	FICA/MEDICARE TAXES	38,820	37,768	46,600	34,774	51,000	4,4
400-3020-535.22-00	RETIREMENT CONTRIBUTION	210,735	20,747	64,100	58,610	82,000	17,9
400-3020-535.23-00	LIFE & HEALTH INSURANCE	95,937	90,699	136,000	80,049	145,000	9,0
400-3020-535.24-00	WORKERS COMP INSURANCE	6,712	6,635	8,300	5,734	9,500	1,2
400-3020-535.25-00	UNEMPLOYMENT COMP	0	2,877	0	0	0	
*	Benefits	352,204	158,726	255,000	179,167	287,500	32,5
400-3020-535.31-01	PROFESSIONAL SERVICES	80,371	43,466	81,500	41,155	125,950	44,4
LEVEL	TEXT			TEXT AMT			
DEP1	WEEKLY ANALYSIS AND MONITORING			4,500			
	ZINC AND NICKEL TESTING			4,500			
	BIO-ASSAY			12,500			
	RECLAIMED/EFFLUENT WATER ANALYSIS			5,000			
	PRIORITY POLLUTANT			6,600			
	SLUDGE ANALYSIS			6,000			

Attachment: FY23 1st Public Hearing Budget Presentation (3776 : Tentative Budget Fiscal Year 2022-2023)

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	2020 ACTUALS	FISCAL YEAR 2021 ACTUALS	FY2022 ORIGINAL BUDGET	FY2022 Y-T-D ACTUAL	FY2023 DEPT REQUEST	FY22 ORG BU VS FY23 PROPOS
FUND 400 WATER & SEWER FUND							
	CRYPTOSPORIDIUM/GIARDIA (EVEN YEARS ONLY)			2,200			
	WELL MONITORING			1,800			
	ENVIRONMENTAL IMPACT TESTING FEES			4,000			
	EXPANDED/MISC TESTING REQUIREMENT			11,700			
	HACH REGULATORY QUARTERLY CALIBRATIONS @ 50%			6,000			
	ANNUAL HOIST INSPECTIONS&CERTIFICATIONS @50%			700			
	DOH LAB CERTIFICATION FEE @ 50%			800			
	CERT THERMOMETER CALIBRATIONS @ 50%			450			
	LAB PROFICIENCY TESTING @ 50%			2,600			
	LAB THIRD PARTY INSPECTION @ 50%			3,000			
	RISK MANAGEMENT PLAN REGISTRATION @ 50%			100			
	ANNUAL CONTINUOUS METER CALIBRATIONS - CFC			1,800			
	ANNUAL METTLER BALANCE			600			
	RECOMMEND SEWER PLAN REVIEW - M&H			7,500			
	INDUSTRIAL PRETREATMENT			5,000			
	NPDES PERMIT RENEWAL			35,000			
	RISK MANAGEMENT PLAN COMPLIANCE @ 50%			3,600			
				125,950			
400-3020-535.31-50	LEGAL/OFFICIAL ADVERTISNG	409	0	0	787	2,500	2,5
LEVEL	TEXT			TEXT AMT			
DEP1	NEWSPAPER ADS, ETC.			2,500			
				2,500			
400-3020-535.34-00	OTHER SERVICES	368,775	100,971	84,900	31,114	87,500	2,6
LEVEL	TEXT			TEXT AMT			
DEP1	SLUDGE HAULING AND LAND APP @ 50%			86,400			
	COLLECTIONS FEES (EST) $3,300 @ 33%			1,100			
				87,500			
400-3020-535.40-01	REGULAR TRAVEL	75-	15	500	0	500	
LEVEL	TEXT			TEXT AMT			
DEP1	MEAL ALLOWANCE AND MILEAGE			500			
				500			
400-3020-535.42-00	POSTAGE, FRT, EXPRESS	60	155	500	1,344	1,500	1,0
LEVEL	TEXT			TEXT AMT			
DEP1	POSTAGE, FREIGHT & EXPRESS			1,500			
				1,500			
400-3020-535.43-01	UTILITY SERVICES	117,008	130,584	147,672	130,758	169,622	21,9
LEVEL	TEXT			TEXT AMT			

Attachment: FY23 1st Public Hearing Budget Presentation (3776 : Tentative Budget Fiscal Year 2022-2023)

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	2020 ACTUALS	FISCAL YEAR 2021 ACTUALS	FY2022 ORIGINAL BUDGET	FY2022 Y-T-D ACTUAL	FY2023 DEPT REQUEST	FY22 ORG BU VS FY23 PROPOS
FUND 400 WATER & SEWER FUND							
DEP1	FPL			165,600			
	GAS			2,750			
	WATER			1,272			
				169,622			
400-3020-535.44-00	RENTALS & LEASES	3,122	2,137	5,750	1,214	3,000	2,7
LEVEL	TEXT			TEXT AMT			
DEP1	MISC EQUIPMENT RENTALS			2,300			
	PW COPIER LEASE $2800 X 25%			700			
				3,000			
400-3020-535.45-00	INSURANCE/NON-EMPLOYEE	18,157	19,674	21,625	19,886	21,700	
LEVEL	TEXT			TEXT AMT			
DEP1	STORAGE TANK AND POLLUTION			2,600			
	PROPERTY & LIABILITY			19,100			
				21,700			
400-3020-535.46-01	REPAIRS & MAINTENANCE	255,482	196,633	247,300	185,291	352,000	104,7
LEVEL	TEXT			TEXT AMT			
DEP1	LIFT STATION GENERAL MAINTENANCE			45,000			
	SEWER, MANHOLES, CLEANOUTS, ETC.			40,000			
	WTR TREATMENT & CONTROLS @ 50%			6,000			
	ELECTRICAL REPAIRS			20,000			
	INSTRUMENTATION MAINTENANCE			6,000			
	OTHER MISC. REPAIRS			43,000			
	OTHER MISC. PUMP REPAIRS			35,000			
	SERVICE - DISC FILTERS: PUMPS AND HARDWARE			4,500			
	HACH SVCS (INFLUENT, EFFLUENT, BIOASSAYS)			3,000			
	SERVICE FOR DISC FLOW SLUDGE PUMP			9,000			
	SERVICE FOR BTU MOTORS			5,000			
	REPLACEMENT BEARINGS FOR BTU#1 AND #2			6,500			
	REPL PARTS FOR CHEMICAL FEED PUMP			6,000			
	REPL PARTS FOR POLYMER FEED EQUIPMENT			3,000			
	REPL PARTS FOR INFLUENT/EFFLUENT PUMPS			6,000			
	REPL PARTS FOR VULCAN STEP SCREENS			6,000			
	REPLACEMENT PARTS FOR DAF UNIT			3,500			
	REPLACEMENT DISSOLVED OXYGEN METER (LAB)			7,500			
	HIGH MAST LIGHTING - REPAIR/MAINTENANCE			15,000			
	SEWER AND FORCE MAIN REPAIRS			75,000			
	SURGE PROTECTORS FOR MCC #1, #2, #3			7,000			
				352,000			
400-3020-535.46-11	MAINTENANCE CONTRACTS	1,960	2,005	77,600	63,956	75,900	1,7
LEVEL	TEXT			TEXT AMT			

Attachment: FY23 1st Public Hearing Budget Presentation (3776 : Tentative Budget Fiscal Year 2022-2023)

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	2020 ACTUALS	FISCAL YEAR 2021 ACTUALS	FY2022 ORIGINAL BUDGET	FY2022 Y-T-D ACTUAL	FY2023 DEPT REQUEST	FY22 ORG BU VS FY23 PROPOS
FUND 400 WATER & SEWER FUND							
DEP1	COPIER AND PRINTER MAINTENANCE CONTRACT			900			
	SCADA SYSTEM ANNUAL MAINTENANCE FEE			75,000			
				75,900			
400-3020-535.46-50	FLEET CHARGES	30,000	66,980	15,000	3,100	15,000	
LEVEL	TEXT			TEXT AMT			
DEP1	SEWER VEHICLE PARTS			15,000			
				15,000			
400-3020-535.46-60	SMALL EQ REPAIR & MAINT	173	1,510	0	634	0	
400-3020-535.46-63	REPAIR/MAINT CAPITAL-LIKE	1,096	0	8,000	0	0	8,0
400-3020-535.46-70	GENERATOR REPAIR & MAIN	5,327	4,743	7,800	6,182	10,000	2,2
LEVEL	TEXT			TEXT AMT			
DEP1	GENERATOR REPAIR AND MAINTENANCE			10,000			
				10,000			
400-3020-535.47-00	PRINTING & BINDING	138	197	300	50	400	1
LEVEL	TEXT			TEXT AMT			
DEP1	PRINTING & BINDING			400			
				400			
400-3020-535.49-10	OTHER SPECIAL COSTS	21,540	0	0	0	0	
400-3020-535.49-30	ADMIN SERV FEE ALLOCATION	425,425	423,743	490,527	490,527	610,325	119,7
LEVEL	TEXT			TEXT AMT			
DEP1	DIRECT COST ALLOCATION			610,325			
				610,325			
400-3020-535.49-59	BAD DEBT EXPENSE	17,555	4,958	25,000	0	25,000	
400-3020-535.51-00	OFFICE SUPPLIES	191	1,038	1,500	987	400	1,1
LEVEL	TEXT			TEXT AMT			
DEP1	OFFICE SUPPLIES			400			
				400			
400-3020-535.52-01	OPERATING SUPPLIES	210,419	190,552	326,100	176,217	475,000	148,9
LEVEL	TEXT			TEXT AMT			
DEP1	WWTF SUPPLIES (BULBS, SOAP, MOPS, ETC.)			5,000			
	BUILDING MATERIALS (REPAIR, PAINT, ETC.)			5,000			
	MICROC GLYCERIN			122,350			
	SULFUR DIOXIDE			31,200			
	POLYMER (S.H.B. PRESSES)			49,000			
	POLYMER (D.A.F. UNIT)			43,000			

Attachment: FY23 1st Public Hearing Budget Presentation (3776 : Tentative Budget Fiscal Year 2022-2023)

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	2020 ACTUALS	FISCAL YEAR 2021 ACTUALS	FY2022 ORIGINAL BUDGET	FY2022 Y-T-D ACTUAL	FY2023 DEPT REQUEST	FY22 ORG BU VS FY23 PROPOS
FUND 400 WATER & SEWER FUND							
	LIQUID ALUMINUM SULFATE			76,500			
	LIQUID CHLORINE @ 50%			66,250			
	GRANULAR CHLORINE			6,000			
	DISTILLED WATER $1,300 $ 50%			700			
	HARDY DIAGNOSTIC WATER			3,000			
	MISC WWTP PROCESS CONTROL SUPPLIES			16,000			
	MISC LABORATORY SUPPLIES			16,000			
	SWR COLLECTIONS, PARTS, SAFETY GEAR, BOOTS			35,000			
				475,000			
400-3020-535.52-02	COMPUTERS	2,551	3,837	0	0	1,000	1,0
LEVEL	TEXT			TEXT AMT			
DEP1	SCADA EQUIPMENT NOT COVERED BY DFS			1,000			
				1,000			
400-3020-535.52-04	SMALL TOOLS & EQUIPMENT	1,826	3,447	2,000	6,291	4,000	2,0
LEVEL	TEXT			TEXT AMT			
DEP1	REPLACEMENT TOOLS: HAND, POWER, PNUEMATIC			4,000			
				4,000			
400-3020-535.52-19	UNIFORM EXPENSE	2,472	2,150	2,600	1,832	2,600	
LEVEL	TEXT			TEXT AMT			
DEP1	UNIFORMS - $200 EST EXP X 11 EMPLOYEES			2,200			
	UNIFORM REPAIRS (ESTIMATED)			200			
	UNIFORM ALLOWANCE - DIRECTOR/FIELD SUPER			200			
				2,600			
400-3020-535.52-50	FUEL & OIL SUPPLIES	10,638	12,398	13,000	29,569	39,500	26,5
LEVEL	TEXT			TEXT AMT			
DEP1	ALL WWTF VEHICLES (LIFT STATIONS, GENERATORS)			39,500			
				39,500			
400-3020-535.52-64	MACH/EQUIP CAPITAL-LIKE	0	0	8,500	3,792	0	8,5
400-3020-535.54-00	BOOKS/PUBL/SUBSCR/MEMBERS	1,128	1,583	1,500	607	1,800	3
LEVEL	TEXT			TEXT AMT			
DEP1	DBPR OPERATOR CERTIFICATES 7 @ $100			700			
	FW & PCOA MEMBERSHIP 11 @ $36			400			
	SUNSHINE STATE ONE CALL $2,054 @ 33%			700			
				1,800			
400-3020-535.55-01	TRAINING & EDUCATION COST	75	816	4,000	759	4,000	
LEVEL	TEXT			TEXT AMT			

Attachment: FY23 1st Public Hearing Budget Presentation (3776 : Tentative Budget Fiscal Year 2022-2023)

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	2020 ACTUALS	FISCAL YEAR 2021 ACTUALS	FY2022 ORIGINAL BUDGET	FY2022 Y-T-D ACTUAL	FY2023 DEPT REQUEST	FY22 ORG BU VS FY23 PROPOS
FUND 400 WATER & SEWER FUND							
DEP1	MISC TRAINING: SAFETY, COLLECTIONS, ETC.			1,000			
	OPERATOR CERTIFICATION PROGRAMS			2,500			
	FWRC CONFERENCE			500			
				4,000			
*	Op Expenditures/Expenses	1,575,823	1,213,592	1,573,174	1,196,052	2,029,197	456,0
**	SEWER SERVICES	2,476,179	1,911,054	2,435,874	1,864,667	2,998,197	562,3

Attachment: FY23 1st Public Hearing Budget Presentation (3776 : Tentative Budget Fiscal Year 2022-2023)

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	2020 ACTUALS	FISCAL YEAR 2021 ACTUALS	FY2022 ORIGINAL BUDGET	FY2022 Y-T-D ACTUAL	FY2023 DEPT REQUEST	FY22 ORG BU VS FY23 PROPOS
FUND 400 WATER & SEWER FUND							
400-3060-536.59-20	DEPRECIATION EXPENSE	1,656,102	1,718,766	0	0	0	
*	Op Expenditures/Expenses	1,656,102	1,718,766	0	0	0	
400-3060-536.73-20	AMORTIZATION EXPENSE	26,615	17,387	0	0	0	
*	Debt Service	26,615	17,387	0	0	0	
**	WATER & SEWER ADMIN	1,682,717	1,736,153	0	0	0	

Attachment: FY23 1st Public Hearing Budget Presentation (3776 : Tentative Budget Fiscal Year 2022-2023)

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	2020 ACTUALS	FISCAL YEAR 2021 ACTUALS	FY2022 ORIGINAL BUDGET	FY2022 Y-T-D ACTUAL	FY2023 DEPT REQUEST	FY22 ORG BU VS FY23 PROPOS
FUND 400 WATER & SEWER FUND							
400-8110-580.18-10	COMPENSATED COMP LEAVE	25,912-	392-	0	0	0	
400-8110-581.04-07	TRANS TO WATER & SEWER	265,000	344,430	372,496	5,372,496	37,600	334,8
400-8110-581.05-02	TRANSFER TO FLEET	7,695	0	0	0	0	
400-8110-581.10-01	TRANSFER TO GENERAL FUND	0	148,250	283,535	283,535	218,922	64,6
LEVEL	TEXT			TEXT AMT			
DEP1	FACILITIES - WATER			79,972			
	FACILITIES - SEWER			79,972			
	FLEET - PW ADMIN			2,340			
	FLEET - WATER			27,300			
	FLEET - SEWER			29,338			
	ADJUSTED						
				218,922			
*	Personal Services	246,783	492,288	656,031	5,656,031	256,522	399,5
400-8110-580.45-01	INSURANCE	4,997-	0	0	0	0	
*	Op Expenditures/Expenses	4,997-	0	0	0	0	
400-8110-580.63-00	INFRASTRUCTURE	0	0	0	6,731	0	
400-8110-580.64-00	MACHINERY & EQUIPMENT	0	0	37,600	64,776	40,000	2,4
LEVEL	TEXT			TEXT AMT			
DEP1	SPARE 10 HP PUMP (LS11 OR LS19)						
	SPARE 7.5 HP PUMP (LS7,LS16, LS20 OR LS21) (2 EA)						
	AC REPLACEMENT			40,000			
				40,000			
*	Capital Outlay	0	0	37,600	71,507	40,000	2,4
400-8110-517.71-40	VACUUM TRUCK-SUNTRUST EQ	0	0	53,715	40,116	55,554	1,8
400-8110-517.71-71	W&S SERIES 2012 BONDS	0	0	910,000	910,000	920,000	10,0
400-8110-517.71-74	W&S SERIES 2005	0	0	90,000	90,000	95,000	5,0
400-8110-517.71-75	W&S SERIES SRF 2005	0	0	36,497	36,497	37,275	7
400-8110-517.71-76	W&S SERIES SRF 2007	0	0	281,573	140,026	287,716	6,1
400-8110-517.71-77	2011 W&S R&R BOND	0	0	235,000	235,000	245,000	10,0
400-8110-517.71-78	SERIES 2013 WTR MTR BOND	0	0	160,000	160,000	165,000	5,0
400-8110-517.72-40	VACUUM TRUCK-SUNTRUST EQ	10,601	8,887	7,115	5,505	5,276	1,8
400-8110-517.72-71	W&S SERIES 2012 BONDS	64,345	43,371	32,588	32,587	10,902	21,6
400-8110-517.72-72	W&S SERIES 1998	6,658	1,838	0	0	0	
400-8110-517.72-74	W&S SERIES 2005	22,136	18,784	18,784	18,784	15,299	3,4
400-8110-517.72-75	W&S SERIES SRF 2005	5,440	4,687	4,273	4,272	3,495	7
400-8110-517.72-76	W&S SERIES SRF 2007	59,462	53,452	47,690	24,604	41,546	6,1
400-8110-517.72-77	2011 W&S R&R BOND	125,526	116,064	111,123	111,123	101,031	10,0
400-8110-517.72-78	SERIES 2013 WTR MTR BOND	12,707	9,603	8,051	8,051	4,899	3,1
400-8110-517.73-78	SERIES 2013 WTR MTR BOND	0	10-	0	0	0	

Attachment: FY23 1st Public Hearing Budget Presentation (3776 : Tentative Budget Fiscal Year 2022-2023)

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	2020 ACTUALS	FISCAL YEAR 2021 ACTUALS	FY2022 ORIGINAL BUDGET	FY2022 Y-T-D ACTUAL	FY2023 DEPT REQUEST	FY22 ORG BU VS FY23 PROPOS
FUND 400 WATER & SEWER FUND							
*	Debt Service	306,875	256,676	1,996,409	1,816,565	1,987,993	8,4
400-8110-589.99-10	BUDGET RESVE/CONTINGENCY	0	0	144,529	0	0	144,5
LEVEL DEP1	TEXT ORIGINAL ADJUSTED			TEXT AMT			
*	Other Uses	0	0	144,529	0	0	144,5
**	NON-DEPARTMENTAL	548,661	748,964	2,834,569	7,544,103	2,284,515	550,0
***	WATER & SEWER FUND	6,851,791	6,365,456	7,705,778	11,144,147	7,951,631	245,8

Attachment: FY23 1st Public Hearing Budget Presentation (3776 : Tentative Budget Fiscal Year 2022-2023)

WATER/SEWER R&R FUND REVENUES

Attachment: FY23 1st Public Hearing Budget Presentation (3776 : Tentative Budget Fiscal Year 2022-2023)

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FISCAL YEAR 2020 ACTUALS	FISCAL YEAR 2021 ACTUALS	FY2022 ORIGINAL BUDGET	FY2022 Y-T-D ACTUALS	FY2023 DEPT REQUEST	FY22 ORG BU VS FY23 PROPOS
FUND 407 PROPRIETARY R&R FUND							
407-0000-331.50-10	CDBG	148,995	27,944	100,119	100,118	0	100,1
LEVEL DEP1	TEXT ROSS POINT AND SCHOOL ZONE IMPROVEMENTS			TEXT AMT			
*	INTERGOVERNMENTAL REVENUE	148,995	27,944	100,119	100,118	0	100,1
407-0000-343.31-00	WATER UTILITY R&R	0	0	0	3	0	
407-0000-343.31-01	WATER UTILITY R&R	287,600	290,223	287,000	220,203	290,000	3,0
407-0000-343.31-10	OUTSIDE CITY LIMITS	4,716	4,007	4,700	0	0	4,7
407-0000-343.51-50	SEWER UTILITY R&R	288,571	290,953	290,000	220,634	290,000	
407-0000-343.51-60	OUTSIDE CITY LIMITS	4,349	3,651	4,350	0	0	4,3
*	CHARGES FOR SERVICES	585,236	588,834	586,050	440,840	580,000	6,0
407-0000-361.10-00	INVESTMENTS	23,328	79	0	182	0	
407-0000-361.15-00	INVESTMENT EARNINGS	0	8,565	6,335	7,091	7,400	1,0
407-0000-361.30-10	UNREALIZED GAIN/LOSS	6,059	6,357-	0	1,083-	0	
*	MISC REVENUES	29,387	2,287	6,335	6,190	7,400	1,0
407-0000-381.04-00	TRANSFER FRM ENTERPRISE	265,000	344,430	372,496	5,372,496	37,600	334,8
407-0000-381.04-02	TRANSFER FRM W&S FUND	240,000	0	0	0	0	
*	OTHER SOURCES	505,000	344,430	372,496	5,372,496	37,600	334,8
**	PROPRIETARY R&R FUND	1,268,618	963,495	1,065,000	5,919,644	625,000	440,0

Attachment: FY23 1st Public Hearing Budget Presentation (3776 : Tentative Budget Fiscal Year 2022-2023)

WATER/SEWER R&R FUND EXPENSES

Attachment: FY23 1st Public Hearing Budget Presentation (3776 : Tentative Budget Fiscal Year 2022-2023)

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	2020 ACTUALS	FISCAL YEAR 2021 ACTUALS	FY2022 ORIGINAL BUDGET	FY2022 Y-T-D ACTUAL	FY2023 DEPT REQUEST	FY22 ORG BU VS FY23 PROPOS
FUND 407 PROPRIETARY R&R FUND							
407-8110-581.03-01	GF CAPITAL PROJECTS	45,747	0	0	0	0	
407-8110-581.04-00	TRANS TO ENTERPRISE	1,800,913	962,685	0	0	0	
*	Personal Services	1,846,660	962,685	0	0	0	
407-8110-580.63-00	INFRASTRUCTURE	0	0	1,065,000	545,047	625,000	440,0
**	NON-DEPARTMENTAL	1,846,660	962,685	1,065,000	545,047	625,000	440,0
***	PROPRIETARY R&R FUND	1,848,396	967,763	1,065,000	545,047	625,000	440,0

LEVEL	TEXT	TEXT AMT
DEP1	UPGRADE & REPLACE CONTROL PANELS FOR TRNSF PUMPS	400,000
	AERATOR TANK SEAL	35,000
	AERATOR TANK COATING	80,000
	DISCFLO PUMPT AND MOTORS	35,000
	3RD ST GIBBONS AVE TO EDDIT AVE WATER MAIN REPLACE	75,000
		625,000

Attachment: FY23 1st Public Hearing Budget Presentation (3776 : Tentative Budget Fiscal Year 2022-2023)

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	2020 ACTUALS	FISCAL YEAR 2021 ACTUALS	FY2022 ORIGINAL BUDGET	FY2022 Y-T-D ACTUAL	FY2023 DEPT REQUEST	FY22 ORG BU VS FY23 PROPOS
FUND 407 PROPRIETARY R&R FUND							
407-3010-533.49-59	BAD DEBT EXPENSE	868	514	0	0	0	
*	Op Expenditures/Expenses	868	514	0	0	0	
**	WATER UTILITY	868	514	0	0	0	

Attachment: FY23 1st Public Hearing Budget Presentation (3776 : Tentative Budget Fiscal Year 2022-2023)

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	2020 ACTUALS	FISCAL YEAR 2021 ACTUALS	FY2022 ORIGINAL BUDGET	FY2022 Y-T-D ACTUAL	FY2023 DEPT REQUEST	FY22 ORG BU VS FY23 PROPOS
FUND 407 PROPRIETARY R&R FUND							
407-3020-535.46-63	REPAIR/MAINT CAPITAL-LIKE	0	4,050	0	0	0	
407-3020-535.49-59	BAD DEBT EXPENSE	868	514	0	0	0	
*	Op Expenditures/Expenses	868	4,564	0	0	0	
**	SEWER SERVICES	868	4,564	0	0	0	

Attachment: FY23 1st Public Hearing Budget Presentation (3776 : Tentative Budget Fiscal Year 2022-2023)

STORM WATER

FUND REVENUES

Attachment: FY23 1st Public Hearing Budget Presentation (3776 : Tentative Budget Fiscal Year 2022-2023)

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FISCAL YEAR 2020 ACTUALS	FISCAL YEAR 2021 ACTUALS	FY2022 ORIGINAL BUDGET	FY2022 Y-T-D ACTUALS	FY2023 DEPT REQUEST	FY22 ORG BU VS FY23 PROPOS
FUND 460 STORMWATER FUND							
460-0000-325.20-80	NON AD-VALOREM STORMWATER	1,058,915	1,165,721	1,140,000	1,200,239	1,167,285	27,2
*	PERMITS,FEES,SPECL ASSESS	1,058,915	1,165,721	1,140,000	1,200,239	1,167,285	27,2
460-0000-361.10-00	INVESTMENTS	25,089	128	120	87	0	1
460-0000-361.15-00	INVESTMENT EARNINGS	0	8,159	6,035	5,517	7,000	9
460-0000-361.30-10	UNREALIZED GAIN/LOSS	5,352	6,055-	0	1,032-	0	
460-0000-364.41-00	SALE OF FIXED ASSETS	21,831	58,333	0	0	0	
LEVEL	TEXT			TEXT AMT			
DEP1	FINANCE ESTIMATE						
*	MISC REVENUES	52,272	60,565	6,155	4,572	7,000	8
460-0000-381.04-00	TRANSFER FRM ENTERPRISE	12,948	0	0	0	0	
LEVEL	TEXT			TEXT AMT			
DEP1	FINANCE ESTIMATE						
460-0000-381.04-61	TRN FR STRM CAP PRJT	161,687	167,598	0	0	0	
LEVEL	TEXT			TEXT AMT			
DEP1	FINANCE ESTIMATE						
460-0000-389.10-00	PRIOR YR CARRYFORWARD	0	0	257,538	0	0	257,5
*	OTHER SOURCES	174,635	167,598	257,538	0	0	257,5
**	STORMWATER FUND	1,285,822	1,393,884	1,403,693	1,204,811	1,174,285	229,4

Attachment: FY23 1st Public Hearing Budget Presentation (3776 : Tentative Budget Fiscal Year 2022-2023)

STORM WATER FUND EXPENSES

Attachment: FY23 1st Public Hearing Budget Presentation (3776 : Tentative Budget Fiscal Year 2022-2023)

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	2020 ACTUALS	FISCAL YEAR 2021 ACTUALS	FY2022 ORIGINAL BUDGET	FY2022 Y-T-D ACTUAL	FY2023 DEPT REQUEST	FY22 ORG BU VS FY23 PROPOS
FUND 460 STORMWATER FUND							
460-3080-538.12-00	REGULAR SALARIES & WAGE	110,546	100,293	128,400	101,042	142,000	13,6
	LEVEL TEXT			TEXT AMT			
	DEP1 FINANCE ESTIMATE			142,000			
	STREETS & DRAINAGE SUPV 35%						
	LEAD EQ OPERATOR						
	EQUIPMENT OPERATOR/MAINTENANCE WORKER I (2)						
				142,000			
460-3080-538.14-00	OVERTIME	620	204	1,000	1,230	1,000	
	LEVEL TEXT			TEXT AMT			
	DEP1 FINANCE ESTIMATE			900			
				900			
460-3080-538.15-10	CELL PHONE ALLOWANCE	303	227	300	172	300	
	LEVEL TEXT			TEXT AMT			
	DEP1 CELL PHONE @ 35%			300			
				300			
460-3080-538.15-20	UNIFORM ALLOWANCE	0	100	100	70	100	
460-3080-538.15-30	BOOT ALLOWANCE	450	250	500	402	500	
*	Personal Services	111,919	101,074	130,300	102,916	143,900	13,6
460-3080-538.21-00	FICA/MEDICARE TAXES	8,294	7,688	10,000	7,985	11,000	1,0
460-3080-538.22-00	RETIREMENT CONTRIBUTION	1,270	5,969	17,800	14,358	21,000	3,2
460-3080-538.23-00	LIFE & HEALTH INSURANCE	29,556	19,426	37,500	24,924	40,000	2,5
460-3080-538.24-00	WORKERS COMP INSURANCE	5,184	4,766	6,400	5,096	7,800	1,4
*	Benefits	44,304	37,849	71,700	52,363	79,800	8,1
460-3080-538.31-01	PROFESSIONAL SERVICES	198,196	12,029	12,000	26,198	12,000	
	LEVEL TEXT			TEXT AMT			
	DEP1 ERNIE PETERSON STORMWATER ASSESSMENT SERVICES			12,000			
				12,000			
460-3080-538.31-50	LEGAL/OFFICIAL ADVERTISNG	0	0	0	0	1,500	1,5
	LEVEL TEXT			TEXT AMT			
	DEP1 NEWSPAPER ADS, ETC.			1,500			
				1,500			
460-3080-538.34-00	OTHER SERVICES	58,092	74,949	84,600	24,238	60,380	24,2
	LEVEL TEXT			TEXT AMT			
	DEP1 STREET SWEEPING CONTRACT			50,380			

Attachment: FY23 1st Public Hearing Budget Presentation (3776 : Tentative Budget Fiscal Year 2022-2023)

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	2020 ACTUALS	FISCAL YEAR 2021 ACTUALS	FY2022 ORIGINAL BUDGET	FY2022 Y-T-D ACTUAL	FY2023 DEPT REQUEST	FY22 ORG BU VS FY23 PROPOS
FUND 460 STORMWATER FUND							
	RETENTION POND MAINTENANCE			10,000			
				60,380			
460-3080-538.34-20	LANDSCAPING SERVICES	16,650	16,650	17,000	14,083	25,000	8,0
LEVEL	TEXT			TEXT AMT			
DEP1	LANDSCAPING OF STORMWATER PROPERTIES			25,000			
				25,000			
460-3080-538.40-01	REGULAR TRAVEL	0	0	200	0	200	
LEVEL	TEXT			TEXT AMT			
DEP1	MEAL ALLOWANCE AND MILEAGE			200			
				200			
460-3080-538.42-00	POSTAGE, FRT, EXPRESS	13	43	100	0	300	2
LEVEL	TEXT			TEXT AMT			
DEP1	POSTAGE, FREIGHT & EXPRESS, NPDES INSERTS			300			
				300			
460-3080-538.43-01	UTILITY SERVICES	22,864	24,787	31,560	18,838	36,250	4,6
LEVEL	TEXT			TEXT AMT			
DEP1	FPL ALLOWING FOR 15% INCREASE			34,950			
	WATER & SEWER ALLOWING FOR 8% INCREASE			1,300			
				36,250			
460-3080-538.44-00	RENTALS & LEASES	2,558	2,342	3,450	1,214	700	2,7
LEVEL	TEXT			TEXT AMT			
DEP1	PW COPIER LEASE @ 25%			700			
				700			
460-3080-538.45-00	INSURANCE/NON-EMPLOYEE	6,332	16,125	18,261	18,246	18,261	
LEVEL	TEXT			TEXT AMT			
DEP1	PROPERTY & LIABILITY INSURANCE			18,261			
				18,261			
460-3080-538.46-01	REPAIRS & MAINTENANCE	8,961	9,290	44,000	20,535	36,800	7,2
LEVEL	TEXT			TEXT AMT			
DEP1	SW PIPE REPAIR, LINING, REPLACEMENT			7,500			
	CATCH BASIN & STORMWATER MANHOLE REPAIRS			4,500			
	FOUNTAIN PUMPS & CONTROLS			4,500			
	FEC BLANKET UTILITY CROSSING FEES			4,500			

Attachment: FY23 1st Public Hearing Budget Presentation (3776 : Tentative Budget Fiscal Year 2022-2023)

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	2020 ACTUALS	FISCAL YEAR 2021 ACTUALS	FY2022 ORIGINAL BUDGET	FY2022 Y-T-D ACTUAL	FY2023 DEPT REQUEST	FY22 ORG BU VS FY23 PROPOS
FUND 460 STORMWATER FUND							
	DITCH CLEANING			15,000			
	BUCKET TRUCK ANNUAL CERTIFICATION @ 50%			800			
				36,800			
460-3080-538.46-11	MAINTENANCE CONTRACTS	1,843	1,898	2,600	1,254	800	1,8
LEVEL	TEXT			TEXT AMT			
DEP1	COPIER AND PRINTER MAINTENANCE			800			
				800			
460-3080-538.46-50	FLEET CHARGES	20,000	38,848	15,000	6,288	16,500	1,5
LEVEL	TEXT			TEXT AMT			
DEP1	STORMWATER VEHICLES, HEAVY EQUIPMENT, PUMPS			16,500			
				16,500			
460-3080-538.46-60	SMALL EQ REPAIR & MAINT	6,498	4,892	4,000	4,511	5,000	1,0
LEVEL	TEXT			TEXT AMT			
DEP1	SMALL EQUIPMENT REPAIR & MAINTENANCE			5,000			
				5,000			
460-3080-538.47-00	PRINTING & BINDING	138	392	600	0	250	3
LEVEL	TEXT			TEXT AMT			
DEP1	STORMWATER LITERATURE, NPDES BROCHURES, ETC.			250			
				250			
460-3080-538.49-30	ADMIN SERV FEE ALLOCATION	226,208	225,195	192,752	192,752	233,042	40,2
LEVEL	TEXT			TEXT AMT			
DEP1	DIRECT COST ALLOCATION GEN FUND			183,099			
	DIRECT COST ALLOCATOIN FOR PW ADMIN			49,943			
				233,042			
460-3080-538.49-59	BAD DEBT EXPENSE	26,539-	12,210	0	0	0	
460-3080-538.51-00	OFFICE SUPPLIES	998	544	700	189	800	1
LEVEL	TEXT			TEXT AMT			
DEP1	PAPER, ENVELOPES, ETC.			100			
	DESK FOR SUPERINTENDENT OFFICE			700			
				800			
460-3080-538.52-01	OPERATING SUPPLIES	4,628	3,532	7,000	4,530	8,000	1,0
LEVEL	TEXT			TEXT AMT			
DEP1	PIPES, MANHOLE COVERS, BASIN GRATES, ETC.			8,000			

Attachment: FY23 1st Public Hearing Budget Presentation (3776 : Tentative Budget Fiscal Year 2022-2023)

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	2020 ACTUALS	FISCAL YEAR 2021 ACTUALS	FY2022 ORIGINAL BUDGET	FY2022 Y-T-D ACTUAL	FY2023 DEPT REQUEST	FY22 ORG BU VS FY23 PROPOS
FUND 460 STORMWATER FUND							
				8,000			
460-3080-538.52-02	COMPUTERS	0	989	0	0	0	
460-3080-538.52-04	SMALL TOOLS & EQUIPMENT	436	617	1,000	401	3,000	2,0
LEVEL	TEXT			TEXT AMT			
DEP1	MISC TOOLS			1,000			
	REPLACEMENT WEED EATERS AND EDGERS			2,000			
				3,000			
460-3080-538.52-19	UNIFORM EXPENSE	1,336	503	1,300	1,036	1,200	1
LEVEL	TEXT			TEXT AMT			
DEP1	UNIFORMS - $200 EST X 11 EMPLOYEES X 50%			700			
	UNIFORM REPAIRS (ESTIMATED)			300			
	UNIFORMS $130 EST X 1 EMPLOYEE X 10%			100			
	UNIFORMS $250 EST X 1 EMPLOYEE X 33%			100			
				1,200			
460-3080-538.52-50	FUEL & OIL SUPPLIES	9,295	9,381	19,600	13,083	34,500	14,9
LEVEL	TEXT			TEXT AMT			
DEP1	GASOLINE & DIESEL, MOTOR OIL, ETC.			34,500			
				34,500			
460-3080-538.52-64	MACH/EQUIP CAPITAL-LIKE	0	0	0	0	7,500	7,5
LEVEL	TEXT			TEXT AMT			
DEP1	MULE			7,500			
				7,500			
460-3080-538.53-00	ROAD MATERIAL & SUPPLIES	1,157	0	2,000	1,092	3,000	1,0
LEVEL	TEXT			TEXT AMT			
DEP1	SHELL, LIMEROCK, SAND, FILL DIRT, ETC.			3,000			
				3,000			
460-3080-538.54-00	BOOKS/PUBL/SUBSCR/MEMBERS	695	616	1,300	327	1,500	2
LEVEL	TEXT			TEXT AMT			
DEP1	FLORIDA SUNSHINE ONE CALL @ 33%			800			
	FL STORMWATER ASSOCIATION MEMBERSHIP			700			
				1,500			
460-3080-538.55-01	TRAINING & EDUCATION COST	478	1,058	1,500	500	1,500	
LEVEL	TEXT			TEXT AMT			

Attachment: FY23 1st Public Hearing Budget Presentation (3776 : Tentative Budget Fiscal Year 2022-2023)

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	2020 ACTUALS	FISCAL YEAR 2021 ACTUALS	FY2022 ORIGINAL BUDGET	FY2022 Y-T-D ACTUAL	FY2023 DEPT REQUEST	FY22 ORG BU VS FY23 PROPOS
FUND 460 STORMWATER FUND							
DEP1	MISC TRAINING COURSES: SAFETY, ETC.			1,500			
				1,500			
460-3080-538.59-20	DEPRECIATION EXPENSE	303,184	288,889	0	0	0	
*	Op Expenditures/Expenses	864,021	745,779	460,523	349,315	507,983	47,4
**	STORMWATER MANAGEMENT	1,020,244	884,702	662,523	504,594	731,683	69,1

Attachment: FY23 1st Public Hearing Budget Presentation (3776 : Tentative Budget Fiscal Year 2022-2023)

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	2020 ACTUALS	FISCAL YEAR 2021 ACTUALS	FY2022 ORIGINAL BUDGET	FY2022 Y-T-D ACTUAL	FY2023 DEPT REQUEST	FY22 ORG BU VS FY23 PROPOS
FUND 460 STORMWATER FUND							
460-8110-580.18-10	COMPENSATED COMP LEAVE	3,656	1,197-	0	0	0	
460-8110-581.04-00	TRANS TO ENTERPRISE	30,414	30,414	30,462	30,462	30,414	
	LEVEL TEXT			TEXT AMT			
	DEP1 DEBT SERVICE VACUUM TRUCK			30,414			
	ADJUSTED						
				30,414			
460-8110-581.04-60	TRANS TO WATER & SEWER	2,524	0	0	0	0	
460-8110-581.04-61	STORMWATER CAPITAL PROJ	894,493	0	275,000	1,775,000	7,500	267,5
460-8110-581.10-01	TRANSFER TO GENERAL FUND	0	0	23,400	23,400	23,400	
	LEVEL TEXT			TEXT AMT			
	DEP1 FLEET VEHICLE REPAIR & MAINTENANCE			23,400			
				23,400			
* Personal Services		931,087	29,217	328,862	1,828,862	61,314	267,5
460-8110-517.71-61	SRF 2003 STRMWTR DEBT	0	0	331,852	339,601	347,541	15,6
	LEVEL TEXT			TEXT AMT			
	DEP1 PER AMORTIZATION SCHEDULE			347,541			
				347,541			
460-8110-517.72-61	SRF 2003 STRMWTR DEBT	27,764	20,160	21,766	14,015	6,077	15,6
	LEVEL TEXT			TEXT AMT			
	DEP1 PER AMORTIZATION SCHEDULE			6,077			
				6,077			
* Debt Service		27,764	20,160	353,618	353,616	353,618	
460-8110-589.99-10	BUDGET RESVE/CONTINGENCY	0	0	58,690	0	27,670	31,0
	LEVEL TEXT			TEXT AMT			
	DEP1 ORIGINAL			27,670			
	ADJUSTED						
				27,670			
* Other Uses		0	0	58,690	0	27,670	31,0
** NON-DEPARTMENTAL		958,851	49,377	741,170	2,182,478	442,602	298,5
*** STORMWATER FUND		1,979,095	934,079	1,403,693	2,687,072	1,174,285	229,4

Attachment: FY23 1st Public Hearing Budget Presentation (3776 : Tentative Budget Fiscal Year 2022-2023)

STORM WATER CAPITAL FUND REVENUES

Attachment: FY23 1st Public Hearing Budget Presentation (3776 : Tentative Budget Fiscal Year 2022-2023)

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FISCAL YEAR 2020 ACTUALS	FISCAL YEAR 2021 ACTUALS	FY2022 ORIGINAL BUDGET	FY2022 Y-T-D ACTUALS	FY2023 DEPT REQUEST	FY22 ORG BU VS FY23 PROPOS
FUND 461 STORMWTR CAPITAL PROJECTS							
461-0000-331.52-00	FEMA - REIMBURSEMENT	2,057	30,000	0	0	0	
*	INTERGOVERNMENTAL REVENUE	2,057	30,000	0	0	0	
461-0000-361.10-00	INVESTMENTS	765	112	0	104	0	
*	MISC REVENUES	765	112	0	104	0	
461-0000-381.04-60	TRANSFER FRM STORMWATER	894,493	0	275,000	1,775,000	7,500	267,5
*	OTHER SOURCES	894,493	0	275,000	1,775,000	7,500	267,5
**	STORMWTR CAPITAL PROJECTS	897,315	30,112	275,000	1,775,104	7,500	267,5

LEVEL	TEXT	TEXT AMT
DEP1	MULE	7,500
		7,500

Attachment: FY23 1st Public Hearing Budget Presentation (3776 : Tentative Budget Fiscal Year 2022-2023)

STORM WATER CAPITAL FUND EXPENSES

Attachment: FY23 1st Public Hearing Budget Presentation (3776 : Tentative Budget Fiscal Year 2022-2023)

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	2020 ACTUALS	FISCAL YEAR 2021 ACTUALS	FY2022 ORIGINAL BUDGET	FY2022 Y-T-D ACTUAL	FY2023 DEPT REQUEST	FY22 ORG BU VS FY23 PROPOS
FUND 461 STORMWTR CAPITAL PROJECTS							
461-8110-581.04-60	TRANS TO WATER & SEWER	174,636	167,598	0	0	0	
*	Personal Services	174,636	167,598	0	0	0	
461-8110-580.63-00	INFRASTRUCTURE	0	0	275,000	246,629	7,500	267,5
*	Capital Outlay	0	0	275,000	246,629	7,500	267,5
**	NON-DEPARTMENTAL	174,636	167,598	275,000	246,629	7,500	267,5
***	STORMWTR CAPITAL PROJECTS	174,636	167,598	275,000	246,629	7,500	267,5

LEVEL	TEXT	TEXT AMT
DEP1	TUSCALOOSE STORMWATER PIPE RPL	
	RIVERSIDE DUCKBILLS ENGINEERING	
	STORMWATER PIPE LINING	
	MULE	7,500
		7,500

Attachment: FY23 1st Public Hearing Budget Presentation (3776 : Tentative Budget Fiscal Year 2022-2023)

SOLID WASTE

FUND REVENUES

Attachment: FY23 1st Public Hearing Budget Presentation (3776 : Tentative Budget Fiscal Year 2022-2023)

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FISCAL YEAR 2020 ACTUALS	FISCAL YEAR 2021 ACTUALS	FY2022 ORIGINAL BUDGET	FY2022 Y-T-D ACTUALS	FY2023 DEPT REQUEST	FY22 ORG BU VS FY23 PROPOS
FUND 495 SOLID WASTE ENTERPRISE							
495-0000-343.40-40	REFUSE	282,475	520,200	264,572	1,868,040	2,679,139	2,414,5
495-0000-343.40-41	REFUSE, APARTMENT	819,211	737,616	896,392	0	0	896,3
495-0000-343.40-42	REFUSE, COMMERCIAL	203,647	172,200	21,088	0	0	21,0
495-0000-343.40-43	REFUSE, CHURCH	4,127	3,577	4,467	0	0	4,4
495-0000-343.40-44	REFUSE, GOVERNMENT	1,135	722	893	0	0	8
495-0000-343.40-45	REFUSE, MULTI-FAMILY	198,392	177,474	212,396	0	0	212,3
495-0000-343.40-46	REFUSE, MOBILE HOME	22,887	18,023	23,114	0	0	23,1
495-0000-343.40-47	REFUSE, RESIDENTIAL	1,040,777	930,657	1,126,480	0	0	1,126,4
495-0000-343.40-48	REFUSE, RESIDENT-COMMERCL	10,559	8,163	9,737	0	0	9,7
*	CHARGES FOR SERVICES	2,583,210	2,568,632	2,559,139	1,868,040	2,679,139	120,0
495-0000-361.10-00	INVESTMENTS	34,693	282	270	186	300	
495-0000-361.15-00	INVESTMENT EARNINGS	0	14,060	10,399	9,508	12,200	1,8
495-0000-361.30-10	UNREALIZED GAIN/LOSS	9,947	10,435-	0	1,778-	0	
495-0000-364.41-00	SALE OF FIXED ASSETS	1,300	0	0	0	0	
*	MISC REVENUES	45,940	3,907	10,669	7,916	12,500	1,8
495-0000-389.10-00	PRIOR YR CARRYFORWARD	0	0	114,764	0	241,735	126,9

LEVEL	TEXT	TEXT AMT
DEP1	PRIOR YEAR RESERVE	241,735
		241,735

*	OTHER SOURCES	0	0	114,764	0	241,735	126,9
**	SOLID WASTE ENTERPRISE	2,629,150	2,572,539	2,684,572	1,875,956	2,933,374	248,8

Attachment: FY23 1st Public Hearing Budget Presentation (3776 : Tentative Budget Fiscal Year 2022-2023)

SOLID WASTE

FUND EXPENSES

Attachment: FY23 1st Public Hearing Budget Presentation (3776 : Tentative Budget Fiscal Year 2022-2023)

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	2020 ACTUALS	FISCAL YEAR 2021 ACTUALS	FY2022 ORIGINAL BUDGET	FY2022 Y-T-D ACTUAL	FY2023 DEPT REQUEST	FY22 ORG BU VS FY23 PROPOS
FUND 495 SOLID WASTE ENTERPRISE							
495-3040-534.34-00	OTHER SERVICES	2,067,594	2,037,446	2,158,200	1,611,099	2,371,470	213,2
LEVEL	TEXT			TEXT AMT			
DEP1	REDMAN CONSULTING CONTRACT			20,000			
	TIPPING FEES DEBRIS			5,500			
	WASTE PRO CONTRACT EST 10% INCREASE			2,345,970			
				2,371,470			
495-3040-534.45-00	INSURANCE/NON-EMPLOYEE	3,815	3,675	4,168	4,165	4,168	
LEVEL	TEXT			TEXT AMT			
DEP1	PROPERTY & LIABILITY INSURANCE			4,168			
				4,168			
495-3040-534.49-30	ADMIN SERV FEE ALLOCATION	255,330	235,078	307,204	307,204	342,106	34,9
LEVEL	TEXT			TEXT AMT			
DEP1	DIRECT COST ALLOCATION GEN FUND			329,620			
	DIRECT COST PW ADMIN			12,486			
				342,106			
495-3040-534.49-50	MOBILITY FEE EXPENSE	0	200,000	200,000	0	200,000	
LEVEL	TEXT			TEXT AMT			
DEP1	PAVING MOBILITY FEE			200,000			
				200,000			
495-3040-534.49-59	BAD DEBT EXPENSE	13,181	2,512	15,000	0	15,000	
LEVEL	TEXT			TEXT AMT			
DEP1	ESTIMATE			15,000			
				15,000			
495-3040-534.59-20	DEPRECIATION EXPENSE	507	553	0	0	0	
*	Op Expenditures/Expenses	2,340,427	2,479,264	2,684,572	1,922,468	2,932,744	248,1
**	SOLID WASTE	2,340,427	2,479,264	2,684,572	1,922,468	2,932,744	248,1

Attachment: FY23 1st Public Hearing Budget Presentation (3776 : Tentative Budget Fiscal Year 2022-2023)

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	2020 ACTUALS	FISCAL YEAR 2021 ACTUALS	FY2022 ORIGINAL BUDGET	FY2022 Y-T-D ACTUAL	FY2023 DEPT REQUEST	FY22 ORG BU VS FY23 PROPOS
FUND 495 SOLID WASTE ENTERPRISE							
495-8110-581.03-01	GF CAPITAL PROJECTS	0	0	0	895,000	0	
495-8110-581.10-02		200,000	0	0	200,000	0	
*	Personal Services	200,000	0	0	1,095,000	0	
495-8110-581.91-02	TRANSFER TO 002	0	0	0	800,000	630	6
*	Other Uses	0	0	0	800,000	630	6
**	NON-DEPARTMENTAL	200,000	0	0	1,895,000	630	6
***	SOLID WASTE ENTERPRISE	2,540,427	2,479,264	2,684,572	3,817,468	2,933,374	248,8

Attachment: FY23 1st Public Hearing Budget Presentation (3776 : Tentative Budget Fiscal Year 2022-2023)

HOLLY HILL
FLORIDA

City Commission
1065 Ridgewood Ave
Holly Hill, FL 32117

SCHEDULED

Meeting: 09/12/22 06:00 PM
Department: City Clerk
Category: Presentation
Prepared By: Valerie Manning
Initiator: Valerie Manning
Sponsors:
DOC ID: 3867

PRESENTATION (ID # 3867)

Resolution Honoring Stella L. Gurnee Retirement as the City's Finance Director

Attachment: Resolution - Stella L. Gurnee - Retirement Proclamation (3867 : Resolution Honoring Stella L. Gurnee Retirement as the City's

HOLLY HILL
FLORIDA

A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, RECOGNIZING STELLA L. GURNEE FOR HER 3 YEARS OF SERVICE TO THE CITY OF HOLLY HILL AND ITS CITIZENS.

WHEREAS, Stella L. Gurnee served as the Finance Director and Assistant City Manager for the City of Holly Hill from May of 2019 through September of 2022; and

WHEREAS, Stella L. Gurnee served her country in the United States Army from 1975 to 1982; and has exemplified compassion and diligent service to families; and

WHEREAS, through her tireless efforts, Stella L. Gurnee, has provided faithful and professional service to several Mayors and City Councilman in the performance of their duties; and

WHEREAS, Stella L. Gurnee has demonstrated her commitment to improve local government finances for the City of Holly Hill.

NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, HEREBY ACKNOWLEDGES ITS GRATEFUL APPRECIATION OF STELLA L. GURNEE FOR HER 3 YEARS OF OUTSTANDING SERVICE AND DEDICATION TO THE CITY OF HOLLY AND WISH HER WELL IN HER RETIREMENT AND THROUGH HER FUTURE ENDEAVORS.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City to be affixed this 12th day of September, 2022.

City of Holly Hill, Florida

_____

Chris Via, Mayor

HOLLY HILL
FLORIDA

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Agenda Item

MEETING DATE: **September 12, 2022**
FROM: **Valerie Manning**
SUBJECT: **Minutes - August 23, 2022 Workshop and August 23, 2022 Regular City Commission and CRA Meetings**
NUMBER: **(ID # 3880)**
APPLICANT:
PLANNER:

DISCUSSION:

Minutes from the August 23, 2022 Workshop on the Veterans Monument and the August 23, 2022 regular City Commission meeting and CRA meeting.

MOTION:

Approve both sets of minutes as submitted by staff.

- Minutes - August 23, 2022 - Regular City Commission and CRA meeting (PDF)
- Minutes - August 23, 2022 - Workshop - Veterans Memorial Monument Discussion (PDF)

CITY OF HOLLY HILL, FLORIDA

CITY COMMISSION

MINUTES ● AUGUST 23, 2022

City Commission Chamber **Regular City Commission Meeting** **6:00 PM**

CITY HALL
1065 RIDGEWOOD AVENUE
HOLLY HILL, FL 32117

City Clerk's office: (386) 248-9441 - Fax: (386) 248-9448

1. CALL TO ORDER

a. Roll Call

Attendee Name	Title	Status	Arrived
Chris Via	Mayor	Present	
John Penny	District 1 - Commissioner	Present	
Penny Currie	District 2 - Commissioner	Present	
John C. Danio	District 3 - Commissioner	Present	
Roy Johnson	District 4 - Commissioner	Present	

b. Invocation by City Commissioner John Danio
Commissioner Danio led the invocation.

c. Pledge of Allegiance
Mayor Via led the pledge of allegiance to the flag.

2. RECESS THE CC MTG & CONVENE AS THE CRA

The City Commission meeting was recessed at approximately 6:13 PM to convene as the Community Redevelopment Agency (CRA) for the CRA meeting.

3. CRA AGENDA

1. -2022-R-57

A Resolution of the Community Redevelopment Agency of the City of Holly Hill, Florida, Approving the Proposed Task Order Submitted by Mead and Hunt, Inc., for Parts a & B of Phase 3 of the Conversion of the Overhead to Underground Utilities, and Authorize the City Manager to Execute the Same; Providing for Severability; and Providing for an Effective Date.

(Requested by Antoine Khoury, Public Works)
Mayor Via opened public participation. No one spoke.

Attachment: Minutes - August 23, 2022 - Regular City Commission and CRA meeting (3880 : Minutes)

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Roy Johnson, District 4 - Commissioner
SECONDER:	John Penny, District 1 - Commissioner
AYES:	Via, Penny, Currie, Danio, Johnson

Enacted and approved this 23rd day of August, 2022, in Holly Hill

2.

CRA Approval Authorizing the City Manager to Execute Payment for Additional Changes to the US1 Utility Undergrounding Conversions Contract with AT&T for an Amount Not to Exceed $107,153.30.

(Requested by Antoine Khoury, Public Works)
Mayor Via opened public participation. No one spoke.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Roy Johnson, District 4 - Commissioner
SECONDER:	Penny Currie, District 2 - Commissioner
AYES:	Via, Penny, Currie, Danio, Johnson

4. ADJOURN AS THE CRA & RECONVENE THE CC MTG

The Community Redevelopment Agency (CRA) meeting adjourned at approximately 6:20 PM. The City Commission regular meeting reconvened at that approximate time.

5. PUBLIC COMMENTS

The following individual spoke to the Mayor and City Commissioners: Heidi Heller, Holly Hill.

6. APPROVAL OF MINUTES

1.

Minutes - August 9, 2022 Regular City Commission Meeting

(Requested by Valerie Manning, City Clerk)
Mayor Via opened public participation. No one spoke.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	John C. Danio, District 3 - Commissioner
SECONDER:	Penny Currie, District 2 - Commissioner
AYES:	Via, Penny, Currie, Danio, Johnson

Enacted and approved this 23rd day of August, 2022, in Holly Hill

Attachment: Minutes - August 23, 2022 - Regular City Commission and CRA meeting (3880 : Minutes)

7. CONSENT AGENDA - ITEMS (1 - 6)

Mayor Via asked if anyone from the audience wished to speak on any item on the Consent Agenda or if any member of the Commission wanted to pull an item for further discussion. There was no one.

1. –2022-R-58 Resolution

A Resolution of the City Commission of the City of Holly Hill, Florida, Authorizing the City Manager to Enter into an Agreement with Parker Mynchenberg and Associates, Inc., to Provide Professional Consultant Services to Facilitate the Establishment of a New Monitoring Well and Installation of the Golf Course Pond Valve at a Cost of $14,480.00; Providing for Severability; and Providing for an Effective Date.

(Requested by Antoine Khoury, Public Works)

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Penny Currie, District 2 - Commissioner
SECONDER:	John C. Danio, District 3 - Commissioner
AYES:	Via, Penny, Currie, Danio, Johnson

RESOLUTION
2022-R-58
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH PARKER MYNCHENBERG AND ASSOCIATES, INC., TO PROVIDE PROFESSIONAL CONSULTANT SERVICES TO FACILITATE THE ESTABLISHMENT OF A NEW MONITORING WELL AND INSTALLATION OF THE GOLF COURSE POND VALVE AT A COST OF $14,480.00; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH PARKER MYNCHENBERG AND ASSOCIATES, INC., TO PROVIDE PROFESSIONAL CONSULTANT SERVICES TO FACILITATE THE ESTABLISHMENT OF A NEW MONITORING WELL AND INSTALLATION OF THE GOLF COURSE POND VALVE AT A COST OF $14,480.00; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, as part of the SB 64 requirements to reduce and eliminate the discharge of reclaimed water into the Halifax River, the City desires to install a new monitoring well in the vicinity of the existing one and install a remote control valve to operate the supply pumps; and

Attachment: Minutes - August 23, 2022 - Regular City Commission and CRA meeting (3880 : Minutes)

WHEREAS, the City entered into a Professional Consultant Services Agreement with Parker Mynchenberg & Associates on January 25, 2022 for a term of (3) three years with (2) (1) year renewal options; and

WHEREAS, Parker Mynchenberg & Associates submitted a proposal to provide professional engineer services at a cost of $14,480.00.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA:

SECTION 1. That the City Commission of the City of Holly Hill does hereby authorize the City Manager to enter into an agreement with Parker Mynchenberg and Associates, Inc., to provide professional services for the establishment of a new monitoring well and a remote control valve at the golf course.

SECTION 2. If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

SECTION 3. This Resolution shall take effect immediately upon its adoption.

APPROVED AND AUTHENTICATED on this 23rd day of AUGUST, 2022.

Enacted and approved this 23rd day of August, 2022, in Holly Hill

2. -2022-R-59 Resolution

A Resolution of the City Commission of the City of Holly Hill, Florida, Approving the Proposed Task Order Submitted by Mead and Hunt, Inc., for Parts a & B of Phase 3 of the Conversion of the Overhead to Underground Utilities, and Authorize the City Manager to Execute the Same; Providing for Severability; and Providing for an Effective Date.

(Requested by Antoine Khoury, Public Works)

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Penny Currie, District 2 - Commissioner
SECONDER:	John C. Danio, District 3 - Commissioner
AYES:	Via, Penny, Currie, Danio, Johnson

RESOLUTION
2022-R-59
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING THE PROPOSED TASK ORDER SUBMITTED BY MEAD AND HUNT, INC., FOR PARTS A & B OF PHASE 3 OF THE CONVERSION OF THE OVERHEAD TO UNDERGROUND UTILITIES, AND AUTHORIZE THE

Attachment: Minutes - August 23, 2022 - Regular City Commission and CRA meeting (3880 : Minutes)

CITY MANAGER TO EXECUTE THE SAME; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING THE PROPOSED TASK ORDER SUBMITTED BY MEAD AND HUNT, INC., FOR PARTS A & B OF PHASE 3 OF THE CONVERSION OF THE OVERHEAD TO UNDERGROUND UTILITIES, AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE SAME; AND PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Holly Hill desires to continue to pursue the undergrounding of utilities within the CRA corridor on US1 from Walker Street to the north City limits; and

WHEREAS, Mead and Hunt, Inc., has submitted a task order to provide professional engineering services necessary to complete Parts A & B of Phase 3 of the Conversion of the Overhead to Underground Utilities Project.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA:

SECTION 1. The City Commission approves the proposed task order submitted by Mead and Hunt, Inc. for Parts A & B of Phase 3 of the Conversion of the Overhead to Underground Utilities Project.

SECTION 2. The City Commission authorizes the City Manager to execute the proposed task order submitted by Mead and Hunt, Inc.

SECTION 3. If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

SECTION 4. This Resolution shall take effect immediately upon its adoption.

APPROVED AND AUTHENTICATED on this 23rd day of AUGUST, 2022.

Enacted and approved this 23rd day of August, 2022, in Holly Hill

3. –2022-R-60 Resolution

A Resolution of the City Commission of the City of Holly Hill, Florida, Approving the Award of the WTP Chlorine Canopy Replacement Project to Razorback, LLC in an

Attachment: Minutes - August 23, 2022 - Regular City Commission and CRA meeting (3880 : Minutes)

Amount Not to Exceed $298,000.00 and Authorizing the City Manager to Execute the Same; Providing for Severability; and Providing for an Effective Date.

(Requested by Antoine Khoury, Public Works)

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Penny Currie, District 2 - Commissioner
SECONDER:	John C. Danio, District 3 - Commissioner
AYES:	Via, Penny, Currie, Danio, Johnson

RESOLUTION
2022-R-60
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING THE AWARD OF THE WTP CHLORINE CANOPY REPLACEMENT PROJECT TO RAZORBACK, LLC IN AN AMOUNT NOT TO EXCEED $298,000.00 AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING THE AWARD OF THE WATER TREATMENT PLANT CHLORINE CANOPY REPLACEMENT PROJECT TO RAZORBACK, LLC IN AN AMOUNT NOT TO EXCEED $298,000.00 AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City received one (1) bid for the Water Treatment Plant Chlorine Canopy Replacement project from Razorback, LLC; and

WHEREAS, reference checks have indicated that Razorback, LLC is a responsive, responsible and quality contractor; and

WHEREAS, Razorback, LLC has performed prior work for the City in a quality manner; and

WHEREAS, City staff recommend that the Water Treatment Plant Chlorine Canopy Replacement project be awarded to Razorback, LLC.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA:

SECTION 1. That the City Commission of the City of Holly Hill approve the award of the Water Treatment Plant Chlorine Canopy Replacement project to Razorback LLC in an amount not to exceed $298,000.00 and authorize the City Manager to execute the same.

SECTION 2. SEVERABILITY. If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

Attachment: Minutes - August 23, 2022 - Regular City Commission and CRA meeting (3880 : Minutes)

SECTION 3. EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption.

APPROVED AND AUTHENTICATED on this 23rd day of AUGUST, 2022.

Enacted and approved this 23rd day of August, 2022, in Holly Hill

4. –2022-R-61 Resolution

A Resolution of the City Commission of the City of Holly Hill, Florida, Authorizing the City Manager to Enter into an Agreement with Parker Mynchenberg and Associates, Inc., to Provide Professional Consultant Services to Facilitate the Replacement of the Existing Reuse Main Aerial Crossing with a Directional Drill and Irrigation for Centennial Park for an Amount Not to Exceed $37,865.00

(Requested by Antoine Khoury, Public Works)

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Penny Currie, District 2 - Commissioner
SECONDER:	John C. Danio, District 3 - Commissioner
AYES:	Via, Penny, Currie, Danio, Johnson

RESOLUTION
2022-R-61
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH PARKER MYNCHENBERG AND ASSOCIATES, INC., TO PROVIDE PROFESSIONAL CONSULTANT SERVICES TO FACILITATE THE REPLACEMENT OF THE EXISTING REUSE MAIN AERIAL CROSSING WITH A DIRECTIONAL DRILL AND IRRIGATION FOR CENTENNIAL PARK FOR AN AMOUNT NOT TO EXCEED $37,865.00

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH PARKER MYNCHENBERG AND ASSOCIATES, INC., TO PROVIDE PROFESSIONAL CONSULTANT SERVICES TO FACILITATE THE REPLACEMENT OF THE EXISTING REUSE MAIN AERIAL CROSSING WITH A DIRECTIONAL DRILL AND IRRIGATION FOR CENTENNIAL PARK FOR AN AMOUNT NOT TO EXCEED $37,865.00, PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, as part of the SB 64 requirements to reduce and eliminate the discharge of reclaimed water into the Halifax River, the City desires to replace the existing reuse main aerial crossing with a directional drill and irrigation for Centennial Park; and

Attachment: Minutes - August 23, 2022 - Regular City Commission and CRA meeting (3880 : Minutes)

WHEREAS, the city entered into a Professional Consultant Services Agreement with Parker Mynchenberg & Associates on January 25, 2022 for a term of (5) three years with (2) (1) year renewal options; and

WHEREAS, Parker Mynchenberg & Associates submitted a proposal to provide professional engineer services at a cost of $37,865.00.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA:

SECTION 1. That the City Commission of the City of Holly Hill does hereby authorize the City Manager to enter into an agreement with Parker Mynchenberg and Associates, Inc., to provide professional services for the replacement of the existing reuse main aerial crossing with a directional drill and irrigation for Centennial Park for an amount not to exceed of $37.865.00.

SECTION 2. If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

SECTION 3. This Resolution shall take effect immediately upon its adoption.

APPROVED AND AUTHENTICATED on this 23rd day of AUGUST, 2022.

Enacted and approved this 23rd day of August, 2022, in Holly Hill

5. –2022-R-62 Resolution

A Resolution of the City Commission of the City of Holly Hill, Florida, Approving Authorizing of the City Manager to Enter into an Agreement with Mead and Hunt, Inc., to Provide Professional Services for the Project "3Rd Street Water Main Improvements" Not to Exceed $95,948; Providing for Severability; and Providing for an Effective Date.

(Requested by Antoine Khoury, Public Works)

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Penny Currie, District 2 - Commissioner
SECONDER:	John C. Danio, District 3 - Commissioner
AYES:	Via, Penny, Currie, Danio, Johnson

RESOLUTION
2022-R-62
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING AUTHORIZING OF THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH MEAD AND HUNT, INC., TO PROVIDE PROFESSIONAL SERVICES FOR THE PROJECT "3RD STREET WATER MAIN

Attachment: Minutes - August 23, 2022 - Regular City Commission and CRA meeting (3880 : Minutes)

IMPROVEMENTS" NOT TO EXCEED $95,948; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING AUTHORIZING OF THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH MEAD AND HUNT, INC. TO PROVIDE PROFESSIONAL SERVICES FOR THE PROJECT "3RD STREET WATER MAIN IMPROVEMENTS" NOT TO EXCEED $95,948; AND PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City desires to improve the 3rd Street water main project; and

WHEREAS, the City has a continuing engineering services agreement with Mead and Hunt, Inc.; and has received a proposal from Mead and Hunt, Inc., to perform the engineering services for this project; and

WHEREAS, the requested amount for this authorization is $95,948.00.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA:

SECTION 1. That the City Commission of the City of Holly Hill does hereby authorize the City Manager to enter into an agreement with Mead and Hunt, Inc., to provide professional services for the project "3rd Street Water Main Improvements" not to exceed $95,948.00.

SECTION 2. SEVERABILITY. If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

SECTION 3. EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption.

APPROVED AND AUTHENTICATED on this 23rd day of AUGUST, 2022.

Enacted and approved this 23rd day of August, 2022, in Holly Hill

6.

Consent to Authorize the City Manager to Execute a Contract with FPL for the Engineering of Phase 3 of the US1 Utility Under Grounding Project and Pay the Non-Refundable Deposit of $10,932.

(Requested by Susan Lincoln, Finance)

Attachment: Minutes - August 23, 2022 - Regular City Commission and CRA meeting (3880 : Minutes)

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Penny Currie, District 2 - Commissioner
SECONDER:	John C. Danio, District 3 - Commissioner
AYES:	Via, Penny, Currie, Danio, Johnson

Enacted and approved this 23rd day of August, 2022, in Holly Hill

8. REGULAR AGENDA

1. –2022-R-56 Resolution

A Resolution of the City Commission of the City of Holly Hill, Volusia County, Florida, Amending the Comprehensive City Wide Adopted Fee Schedule for the City of Holly Hill for the Fiscal Year 2022-2023; Providing for Severability; and Providing for an Effective Date.

(Requested by Susan Lincoln, Finance)
Mayor Via opened public participation.
Heidi Heller, Holly Hill.
Mayor Via closed public participation.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	John Penny, District 1 - Commissioner
SECONDER:	John C. Danio, District 3 - Commissioner
AYES:	Via, Penny, Currie, Danio, Johnson

RESOLUTION
2022-R-56
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, VOLUSIA COUNTY, FLORIDA, AMENDING THE COMPREHENSIVE CITY WIDE ADOPTED FEE SCHEDULE FOR THE CITY OF HOLLY HILL FOR THE FISCAL YEAR 2022-2023; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, ESTABLISHING CERTAIN FEES, DECREASING CERTAIN FEES, AND INCREASING CERTAIN EXISTING FEES FOR VARIOUS SERVICES, PERMITS, AND CERTIFICATES PROVIDED BY THE CITY, AND INCREASING WATER AND SEWER RATES BY 5.5% FOR THE NEXT FISCAL YEARS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Holly Hill, Florida, has made the following determinations:

Attachment: Minutes - August 23, 2022 - Regular City Commission and CRA meeting (3880 : Minutes)

1. On August 10, 2021, the City Commission adopted Resolution 2021-R-49, which was the most recent incorporation of annual modifications to various fees/costs, surcharges and administrative costs/fees relating to the Code of Ordinances, Land Development Code and various administrative costs/fees.

2. The Citywide Fee Schedule has been modified to incorporate 2022 changes in the City of Holly Hill's Code of Ordinances including Chapter 70 (Utilities) and various changes contained in the Land Development Code.

3. The Schedule of Fines, Fees, Costs and/or Penalties (which is attached hereto and incorporated herein as "Attachment "A") is being modified to reflect the changes that have been incorporated herein.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA:

SECTION 1. Notice of the public meeting and public hearing at which this Resolution was considered was properly given, and all oral and written presentations made to and heard by the City Commission were properly considered.

SECTION 2. There is a reasonable relationship between the fees to be collected for the provision of various City services and the City's costs in providing those services.

SECTION 3. The fees which are newly created, increased, decreased, and unchanged- as set forth in the FY 2022-2023 Proposed Citywide Fee Schedule (Attachment "A"):

1. Do not exceed the actual or estimated reasonable costs to the City of providing the services to which the fees relate;

2. Are reasonable and necessary to enable the City to provide the benefit or privilege, service or product, license or permit, use or rental, fine or penalty, or property development to which they relate;

3. Have been allocated in a manner such that the costs to a payor bear a fair and reasonable relationship to the payor's burden on, or benefits received, from the City; and

SECTION 4. The City Commission hereby approves and adopts:

1. The FY 2022-2023 Proposed Citywide Fee Schedule (Attachment "A") which:

A. Creates, increases, decreases, or removes some fees.

SECTION 5. Any fee, rate, charge, penalty, fine, table, or schedule contained in the FY 2022-2023 Proposed Citywide Fee Schedule (Attachment "A"), as adopted in this Resolution, will prevail and apply in the event of a conflict with any other fee, rate, charge, penalty, fine, table, or schedule.

SECTION 6. The newly created fees, unchanged fees, decreased fees and increased fees listed in this Resolution and set forth in the FY 2022-2023 Proposed Citywide Fee Schedule (Attachment "A") become effective on October 1, 2022.

Attachment: Minutes - August 23, 2022 - Regular City Commission and CRA meeting (3880 : Minutes)

APPROVED AND AUTHENTICATED on this 9th day of AUGUST, 2022.

Enacted and approved this 23rd day of August, 2022, in Holly Hill

2. –2022-R-63 Resolution

A Resolution of the City Commission of the City of Holly Hill, Florida, Approving an Agreement with FPL for the Replacement of Lighting Fixtures in Sunrise Park North and Along Riverside Drive from 2Nd Street to 15Th Place at an Initial Cost of $14,892.30, Monthly Maintenance Cost of $655.26 and the Ongoing Cost of Electricity Powering the Lights, and Authorizing the City Manager to Execute the Same; Providing for Severability; and Providing for an Effective Date.

(Requested by Antoine Khoury, Public Works)

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Penny Currie, District 2 - Commissioner
SECONDER:	Roy Johnson, District 4 - Commissioner
AYES:	Via, Penny, Currie, Danio, Johnson

RESOLUTION
2022-R-63
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING AN AGREEMENT WITH FPL FOR THE REPLACEMENT OF LIGHTING FIXTURES IN SUNRISE PARK NORTH AND ALONG RIVERSIDE DRIVE FROM 2ND STREET TO 15TH PLACE AT AN INITIAL COST OF $14,892.30, MONTHLY MAINTENANCE COST OF $655.26 AND THE ONGOING COST OF ELECTRICITY POWERING THE LIGHTS, AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING AN AGREEMENT WITH FPL FOR THE REPLACEMENT OF LIGHTING FIXTURES IN SUNRISE PARK NORTH, ROSS POINT AND ALONG RIVERSIDE DRIVE FROM 2ND STREET TO 15TH PLACE AT AN INITIAL COST OF $14,892.30, MONTHLY MAINTENANCE COST OF $655.26 AND THE ONGOING COST OF ELECTRICITY POWERING THE LIGHTS, AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City desires to upgrade the lighting in Sunrise Park North, Ross Point and along Riverside Drive from 2nd Street to 15th Place; and

Attachment: Minutes - August 23, 2022 - Regular City Commission and CRA meeting (3880 : Minutes)

WHEREAS, City staff have found the terms of the proposal from FPL to be reasonable and appropriate.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA:

SECTION 1. That the City Commission of the City of Holly Hill authorize the City Manager to enter into an agreement with FPL for lighting improvements in Sunrise Park North, Ross Point and along Riverside Drive from 2nd Street to 15th Place at an initial cost of $14,892.30, monthly maintenance cost of $655.26 and the ongoing costs of electricity powering the lights.

SECTION 2. SEVERABILITY. If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

SECTION 3. EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption.

APPROVED AND AUTHENTICATED on this 23rd day of AUGUST, 2022.

Enacted and approved this 23rd day of August, 2022, in Holly Hill

3. –2022-R-64 Resolution

A Resolution of the City Commission of the City of Holly Hill, Florida, Approving the Purchase of a Replacement 40’ X 60’ Metal Building from Florida Metal Building Services in the Amount of $76,890 and Authorizing the City Manager to Execute the Same; Providing for Severability; and Providing for an Effective Date.

(Requested by Antoine Khoury, Public Works)

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	John Penny, District 1 - Commissioner
SECONDER:	Penny Currie, District 2 - Commissioner
AYES:	Via, Penny, Currie, Danio, Johnson

RESOLUTION
2022-R-64
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING THE PURCHASE OF A REPLACEMENT 40’ X 60’ METAL BUILDING FROM FLORIDA METAL BUILDING SERVICES IN THE AMOUNT OF $76,890 AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING THE PURCHASE OF A REPLACEMENT 40’ X 60’ METAL

Attachment: Minutes - August 23, 2022 - Regular City Commission and CRA meeting (3880 : Minutes)

BUILDING FROM FLORIDA METAL BUILDING SERVICES IN THE AMOUNT OF $76,890, AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City has budgeted $210,000 for the replacement of a metal building in the Public Works yard; and

WHEREAS, solicitations to replace this building as a Design/Build project received no bids despite proper advertising and distribution; and

WHEREAS, three bids have been received and reviewed by the Chief Building Official and Public Works staff in order to determine the building most suitable for Public Works use; and

WHEREAS, the Public Works Department agrees with the recommendation of the Chief Building Official in proposing the purchase of a 40' x 60' metal building from Florida Metal Building Services.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA:

SECTION 1. That the City Commission of the City of Holly Hill approve the purchase of a 40' x 60' building from Florida Metal Building Services in the amount of $76,890 and authorize the City Manager to execute the same.

SECTION 2. SEVERABILITY. If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

SECTION 3. EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption.

APPROVED AND AUTHENTICATED on this 23rd day of AUGUST, 2022.

Enacted and approved this 23rd day of August, 2022, in Holly Hill

4.

Approval Authorizing the City Manager to Execute Payment for Additional Changes to the US1 Utility Undergrounding Conversions Contract with AT&T for an Amount Not to Exceed $107,153.30.

(Requested by Antoine Khoury, Public Works)

Attachment: Minutes - August 23, 2022 - Regular City Commission and CRA meeting (3880 : Minutes)

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Roy Johnson, District 4 - Commissioner
SECONDER:	John C. Danio, District 3 - Commissioner
AYES:	Via, Penny, Currie, Danio, Johnson

Enacted and approved this 23rd day of August, 2022, in Holly Hill

5.

Save the Arts Movement - Murals

(Requested by Joseph Forte, City Manager)
Mayor Via opened public participation.
Heidi Heller, Holly Hill and Sharon Hansard Miller, Holly Hill.
Mayor Via closed public participation.
There was ***consensus*** from the Mayor and City Commissioners to remove the snail in one of the murals and replace it with a Cardinal bird. Mr. Forte mentioned he will let Natasha know of the change.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Roy Johnson, District 4 - Commissioner
SECONDER:	John C. Danio, District 3 - Commissioner
AYES:	Via, Penny, Currie, Danio, Johnson

Enacted and approved this 23rd day of August, 2022, in Holly Hill

9. PUBLIC HEARINGS

1. -2022-O-3053 Ordinance

FIRST READING - an Ordinance of the City of Holly Hill, Florida, Amending the Land Development Regulations, by Rezoning the Parcels Described in Exhibit "A" from CC-1 (Commercial Corridor District) and B-5 (General Commercial District) and R-2 (Low-Medium Density Single-Family Residential District) and I-2 (Heavy Industrial District) to BPUD (Business Planned Unit Development); Providing for Conflicting Ordinances; Providing for Severability; and Providing an Effective Date.

(Requested by Brian Walker, Board of Planning and Appeals)
Mayor Via informed the City Commission that this is an ex parte agenda item and if any member of the City Commission has had any communication with the applicants pertaining to this item, please make that known at this time. Rainer and Julie Martens and Robin Hanger were present for their item.
Commissioners Penny, Currie, Danio and Mayor Via have spoken to Robin Hanger and/or Rainer and Julie Martens about the Holly Hill RV Park, agenda item. Commissioner Johnson mentioned that he has not had any direct conversation with either

Attachment: Minutes - August 23, 2022 - Regular City Commission and CRA meeting (3880 : Minutes)

of the applicants, however, there has been a lot of people talking about it that he is aware of the RV Park.
Mayor Via opened public participation.
Jake Stehr, Zev Cohen and Associates, Inc., Landscape Architect for the project spoke briefly and was available for any questions.

RESULT:	**APPROVED AT 1ST READING [UNANIMOUS]**	**Next: 9/12/2022 6:00 PM**
MOVER:	Roy Johnson, District 4 - Commissioner	
SECONDER:	Penny Currie, District 2 - Commissioner	
AYES:	Via, Penny, Currie, Danio, Johnson	

2.

732 Avondale Avenue - Request a Variance from the Requirements of Sec. 114-765 – Schedule of Dimensional Requirements, Requiring that Principal Structures in the R-3 (Single-Family) Zoning District be a Minimum of Twenty-Feet (20') from the Rear Property Line. Such Request is Made in Order to Build a 293 Square Feet Screen Room Addition Onto the South Side of the Existing House. the Request is Made for Property Located on the West Side of Avondale Avenue, Approximately 180 Feet South of 8Th Street, and More Particularly Known as 732 Avondale Avenue.

(Requested by Brian Walker, Board of Planning and Appeals)
Brian Walker, City Planner briefly went through the staff report that was in the agenda packet for the variance request at 732 Avondale Avenue. Mr. Walker mentioned this is a variance request requiring that principal structures in the R-3 (Single-Family) zoning district be a minimum of twenty-feet (20') from the rear property line. Such request is made in order to build a 293 square feet screen room addition onto the south side of the existing house. The request is made for property located on the west side of Avondale Avenue, approximately 180 feet south of 8th Street, and more particularly known as 732 Avondale Avenue. Should the variance request be granted, the applicant will be permitted to build a 293 square-foot screen room on the rear property line. Should the variance request be denied, the applicant will not be permitted to build the 293 square-foot screen room in the proposed location. This variance request does meet the requirements of Section 82-317. At its meeting on Monday, August 8, 2022, the Board of planning and Appeals voted unanimously to recommend approval of the requested variance. Staff recommends approval of a rear yard setback variance from the requirements of Sec. 114-765 - Schedule of dimensional requirements, from twenty-feet (20 feet) to zero feet (0 feet), to allow the construction of a 293 square-foot attached screen room addition, on the south side of the existing home, located on the west side of Avondale Avenue, approximately 180 feet south of 8th Street, and more particularly known as 732 Avondale Avenue.

Mayor Via opened public participation. No one spoke.

Attachment: Minutes - August 23, 2022 - Regular City Commission and CRA meeting (3880 : Minutes)

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Penny Currie, District 2 - Commissioner
SECONDER:	John Penny, District 1 - Commissioner
AYES:	Via, Penny, Currie, Danio, Johnson

Enacted and approved this 23rd day of August, 2022, in Holly Hill

10. COMMUNICATIONS

A. City Manager & Staff Comments

Mr. Forte reminded the Mayor and Commissioners that the city owns 8th Street and Ridgewood Avenue and he is needing to advertise that property and put an RFP (Request for Proposal) out to sell it. He will bring the RFP back to the Commission to approve it before it goes out to bid. **There was *consensus* from the Mayor and Commissioners to move forward in selling it and allowing Mr. Forte to advertise and put together the RFP**.

B. City Attorney Comments

None.

C. City Commission Comments

Commissioner Penny applauds the city's employee Ben who is working hard and diligently on picking up the trash along the roads/streets. He appreciates Jeff Delanoy from the Utility Billing department for noticing an abnormality in excessive water usage at his office.

Commissioner Currie also enjoyed the workshop and looking forward to seeing the results as well from their suggestions.

Commissioner Danio agreed about enjoying the workshop and appreciates the Veterans and looking forward to the Holly Hill RV Park project.

Commissioner Johnson mentioned that there is a TPO meeting tomorrow; roads need to be widened. He's going to keep at that. His Volusia Sports Center building/project is almost done, it's moving forward and maybe towards the end of October it will be completed; enjoyed the workshop but "sacrificing" their life should be lost their life, that sounds better in his opinion.

D. Mayor's Comments

Mayor Via mentioned that he really enjoyed the Veterans Memorial Monument workshop tonight. He is looking forward to seeing what it's going to look like after it comes back with all of their suggestions. Mayor Via mentioned that he voted today and it's great to be an American.

11. ADJOURNMENT

The meeting adjourned at approximately 7:30 PM.

Attachment: Minutes - August 23, 2022 - Regular City Commission and CRA meeting (3880 : Minutes)

CITY OF HOLLY HILL, FLORIDA

CITY COMMISSION

MINUTES ● AUGUST 23, 2022

City Commission Chamber **Work Session** **5:00 PM**

CITY HALL
1065 RIDGEWOOD AVENUE
HOLLY HILL, FL 32117

City Clerk's office: (386) 248-9441 - Fax: (386) 248-9448

1. CALL TO ORDER

Attendee Name	Title	Status	Arrived
Chris Via	Mayor	Present	
John Penny	District 1 - Commissioner	Present	
Penny Currie	District 2 - Commissioner	Present	
John C. Danio	District 3 - Commissioner	Present	
Roy Johnson	District 4 - Commissioner	Present	

2. VETERANS MEMORIAL DISCUSSION

1.

Veterans Memorial Discussion

(Requested by Valerie Manning, City Clerk)
Mayor Via asked if the members from the American Legion Post 120 and DAV Chapter 84 could introduce themselves as part of the record for the workshop. The following joined the Mayor, City Commissioners and staff: Gary Mellring, American Legion Post 120 sits on the Execute Board; Don Lapour, American Legion Post 120, sits on the Executive Board and Chairman of Government Affairs; Gilles Blais, American Legion Post 120 and DAV Chapter 84, past Commander of the Council; Larry Wells, DAV Chapter 84, Commander; and Donald "Don" Moore, DAV 84, Junior Vice-Commander. Mayor Via thanked and appreciated all of them for being at the workshop as they get ready to discuss the Veterans Memorial Monument and suggestions as to what should go on the monument. Many of them have been working on this for many years but ran into issues with COVID-19 when everything sort of stopped then it was supplies issues then trying to find the right granite company to do this. This City Commission, a couple of years ago, commissioned this monument and obviously it is to dedicate it to all Veterans but primarily the ones from Holly Hill who sacrificed their life. The Commission has found the overall design of what the monument would look like. Tonight they would like to discuss what would actually be inscribed on the monument. There was discussion amongst the members and the City Commission.
There was ***consensus*** from the members of the American Legion Post 120, DAV Chapter 84, and the Mayor and City Commissioners of the following list of what the inscriptions would be on the monument. Mr. Forte compiled the list and will submit it to the granite company and send out a draft once he has received it back from the granite company for

Attachment: Minutes - August 23, 2022 - Workshop - Veterans Memorial Monument Discussion (3880 : Minutes)

final approval by the City Commission. The list of recommendations/suggestions were as follows:

1. Include Merchant Marine
2. Permission to use the military seals on the monument
3. Two-columns for names in chronological order (Name, branch and birth date/date they died will be what is listed on the monument)
4. COHH seal should be the same size as the military seals or slightly smaller
5. Reasonable size font for engraving of names, etc.
6. Front side of monument: "In memory of our Holly Hill Veterans who sacrificed their lives in service for their country"
7. Rear side of monument:
   *__Eagle on left wing stone__ - "All gave some, some gave all" or "In God We Trust"
   *__Center stone__: allow the granite company to offer a few ideas; flag was also mentioned during the workshop amongst the members, Mayor, and City Commission
   *__POW-MIA seal on right wing stone__ - "You are not forgotten"

(A copy of this workshop session in its entirety is available on CD upon request in the City Clerk's Office or by listening to the audio online)

3. ADJOURNMENT

The workshop adjourned at approximately 6:00 PM.

Attachment: Minutes - August 23, 2022 - Workshop - Veterans Memorial Monument Discussion (3880 : Minutes)

HOLLY HILL
FLORIDA

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Resolution

MEETING DATE: **September 12, 2022**
FROM: **Valerie Manning**
SUBJECT: **A Resolution of the City Commission of the City of Holly Hill, Florida, Authorizing the City Manager to Sign a Renewal Lease Agreement Between the City and the Volusia/Flagler YMCA; Establishing the Terms of This Agreement; Providing for Severability; and Providing for an Effective Date.**
NUMBER: **2022-R-67**
APPLICANT:
PLANNER:

DISCUSSION:

The Volusia/Flagler YMCA currently holds a contract with the City of Holly Hill to serve the community with certain recreational activities at the FACILITY located at 1046 Daytona Avenue. This discussion is to approve a contract for a period of one (1) year with renewals in (1) one year increments providing both parties agree to the terms and conditions of the lease no later than June 30th of each year.

In this contract, the updates and changes are:

1.2 (e). YMCA still needs to change the sign face on the Daytona Avenue sign. Should be done before September since it was part of the current agreement.

2.1. Pool hours will not include the months of January and February due to lack of participation and recommendation from YMCA staff, as well as, Water Aerobics Instructor and Board member.

2.5 (f). This seems to infer that the tennis courts and racquetball courts are considered part of the YMCA. Since I do not believe the Y handles these activities they have been deleted.

The following items have not changed in this contract:

- No YMCA administration overhead charge to the City;
- Maintenance costs shall remain the same as under the current agreement;
- The fee to provide these services would be $45,000 annually;
- YMCA will pay for gas to heat the pool year for 10 months.

Staff recommends that the City Commission accept the lease agreement with the YMCA and that

the city covenants and agrees to pay to the YMCA as a subsidy for the purpose of having one full-time staff manager assigned to the facility, the sum of forty-five thousand dollars ($45,000) per year, payable quarterly with first payment of $11,250 paid on October 15, 2022. Remaining payments as follows:

$11,250 due October 15, 2022

$11,250 due on January 15, 2023

$11,250 due on April 15, 2023

$11,250 due on July 15, 2023

The agreement would be effective October 1, 2022 and would be for a period of one (1) year with annual renewals.

FISCAL ANALYSIS:

Fully funded in FY 2022-2023 budget.

STAFF RECOMMENDATION:

Approve the YMCA Lease Agreement and authorize the City Manager to execute the contract with Volusia/Flagler YMCA to operate as the recreation program provider for the FACILITY located at 1046 Daytona Avenue as outlined in the attached lease agreement.

COMMISSION GOAL:

Goal #1: Develop and maintain a sound and sustainable financial plan for the city that establishes sufficient reserves for all funds, ensures (whenever possible) that user fees pay for services rendered, provides a realistic capital improvement program, and encourages public/private sector partnerships and intergovernmental partnerships.

Goal #5: Promote a small town city "branding" that focuses on the city's accessible staff and interactive use of technologies (i.e. city website), the city's business friendly approach to attract and retain business, and the city's available open space, parks, and waterfront amenities that enhance the quality of life for citizens.

MOTION:

APPROVE THE ATTACHED RENEWAL LEASE AGREEMENT AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AMENDED AGREEMENT WITH VOLUSIA/FLAGLER YMCA TO OPERATE AS RECREATION PROVIDER - 1046 DAYTONA AVENUE FACILITY.

ATTACHMENTS:

- YMCA Lease Agreement - Sept. 2022 (PDF)

Resolution No. 2022-67

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE CITY MANAGER TO SIGN A RENEWAL LEASE AGREEMENT BETWEEN THE CITY AND THE VOLUSIA/FLAGLER YMCA; ESTABLISHING THE TERMS OF THIS AGREEMENT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE CITY MANAGER TO SIGN AN AMENDED RENEWAL LEASE AGREEMENT BETWEEN THE CITY AND THE VOLUSIA/FLAGLER YMCA; ESTABLISHING THE TERMS OF THIS AGREEMENT; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, The City of Holly Hill desires to continue its relationship with the Volusia/Flagler YMCA to provide recreational programs at the FACILITY located at 1046 Daytona Avenue; and

WHEREAS, the YMCA has a nationally recognized reputation and long-term history of providing quality community recreation programs.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA:

SECTION 1. That the City Commission approve the attached agreement and the City Manager is hereby authorized to sign the lease agreement, attached hereto, so that the Volusia/Flagler YMCA may continue to perform as a recreation provider at the Daytona Avenue FACILITY.

SECTION 2. That the term of this agreement shall commence on October 1, 2022 and shall continue for a period of (1) year expiring on September 30, 2023. The agreement may be renewed in one year increments providing each party has agreed upon terms and conditions no later than June 30th of each year.

SECTION 3. SEVERABILITY. If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

SECTION 4. EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption.

APPROVED AND AUTHENTICATED on this 12th day of SEPTEMBER, 2022.

CITY OF HOLLY HILL - YMCA LEASE AGREEMENT

THIS AGREEMENT made, September 28, 2022, - by and between CITY OF HOLLY HILL, a Florida municipality, (CITY) and VOLUSIA FLAGLER FAMILY YOUNG MEN'S CHRISTIAN ASSOCIATION, INC., a Florida non-profit corporation, ("YMCA").

WHEREAS, the CITY owns the property located at 1046 Daytona Ave. Holly Hill, FL 32117, as delineated in Exhibit "A" (hereinafter referred to as FACILITIES), and;

WHEREAS, the CITY has contracted with the YMCA since June 1, 2010 to provide certain recreation programs to the community, and;

WHEREAS, the YMCA is recognized nationwide for its expertise at providing recreation programs in a cost effective and efficient manner;

WHEREAS, the CITY and the YMCA desire to enter into this Agreement for the CITY to retain the YMCA to provide the CITY's family health and wellness programs as more specifically set forth herein.

NOW, THEREFORE, in consideration of the terms, conditions, promises, covenants and payments hereinafter set forth, the CITY and YMCA agree as follows:

ARTICLE I - CONDITIONS, TERM AND RENTAL

Section 1.1 Conditions

a) The CITY, for and in consideration of the covenants and agreements herein contained on the part of the YMCA, shall lease FACILITIES to the YMCA, to have and to hold the same for and during the term of this Lease, as hereafter set forth.

b) The FACILITIES shall be referred to as the CITY of Holly Hill YMCA in documents related to programs provided at said FACILITIES and all logos and signage. All logos and signage shall, to the extent possible, incorporate the City of Holly Hill Logo.

Section 1.2 YMCA's Fixtures

a) The YMCA has been in possession and operation of the FACILITIES since June 1, 2010 and has full knowledge of the conditions of the FACILITIES, therefore YMCA takes the FACILITIES in an "AS IS" condition."

b) CITY is not obligated to provide any other equipment or other improvements to the FACILITIES as part of this Lease.

c) YMCA shall furnish all other equipment that is necessary for the use by the YMCA including, but not limited to, office equipment, nautilus equipment, free weights and sporting equipment, etc. YMCA agrees to maintain said equipment in a safe, sanitary and neat condition, and in accordance with applicable governmental standards at all times.

Attachment: YMCA Lease Agreement - Sept. 2022 (2022-R-67 : YMCA Annual Lease Agreement Renewal)

d) All of YMCA'S trade fixtures, and all personal property, signage, apparatus, machinery and equipment hereafter supplied by YMCA and located upon the FACILITIES, whether or not the same are affixed thereto, shall be and remain the personal property of the YMCA and may, at the option of the YMCA, be removed from the FACILITIES, provided YMCA is not in default at the termination of this Lease or as otherwise provided in Section 4.4. The YMCA shall repair and restore the FACILITIES to the condition that existed when the original Lease commenced; reasonable wear and tear excepted and the YMCA shall repair all damages to the FACILITIES that occurs during the removal of the fixtures and personal property at the end of the Lease term. Any fixtures or personal property that are not removed by the YMCA at the end of the Lease term shall be deemed the sole and exclusive property of the CITY.

YMCA will replace the sign face on the sign on Daytona Ave.

Section 1.3 Rental Commencement Date

This Lease shall become effective October 1, 2022 and shall continue for a period of (1) year expiring on September 30, 2023. The Agreement may be renewed in one year increments providing each party has agreed upon terms and conditions no later than June 30th of each year.

Section 1.4 Subsidy

The City covenants and agrees to pay to the YMCA as a subsidy for the purpose of having one full-time staff manager assigned to the facility, the sum of forty-five thousand dollars ($45,000) per year, payable quarterly with first payment of $11,250 paid on October 15, 2022. Remaining payments as follows:

$11,250 due on January 15, 2023
$11,250 due on April 15, 2023
$11,250 due on July 15, 2023

Section 1.5 Renewal, Replacement and Repair

a) Repairs with an estimated cost in excess of $1,500 per occurrence shall be the full responsibility of the CITY. For example, if the air conditioner requires a repair in the amount of $2,000, the CITY shall be responsible for the entire cost of that repair and not just the amount that exceeded $1,500. However, if the damage is caused by the negligent or intentional acts of the employees, agents, members or guests of the YMCA shall be the responsibility of the YMCA to repair or replace regardless of the cost, and not the responsibility of the CITY.

b) YMCA may construct additional improvements on the FACILITIES only with the prior written approval of CITY. The cost of such improvements and the cost of operation and maintenance thereof shall be the responsibility of YMCA.

c) The CITY shall have the right to inspect the Facility monthly to determine maintenance needs upon providing the YMCA with at least 24 hours advance notice.

Attachment: YMCA Lease Agreement - Sept. 2022 (2022-R-67 : YMCA Annual Lease Agreement Renewal)

Section 1.6 Utilities

The City shall make all arrangements for and pay timely all costs of all utilities and services furnished to or used by it, which shall be, electricity, water, storm water, internet access, trash collection and sewer services. YMCA will pay gas utility for the purpose of heating the pool to a temperature of 84-86 degrees for all months except January and February.

Section 1.7 Additional Taxes

The parties acknowledge that as a YMCA Facility, YMCA presently enjoys a tax exempt status, however, to the extent the same may be applicable, YMCA shall pay all taxes, including any tax due on any rent payable under this Lease, all personal property taxes, all real property taxes, leasehold improvements and/or leasehold interest taxes, sales taxes which may be assessed against or arise by reason of YMCA'S leasing of the FACILITIES or its operation of the FACILITIES as a YMCA Facility.

Section 1.8 Financial Reports

a) During the term of this Lease, including the term of any extension or renewal, YMCA shall submit to CITY annual financial reports, audited by an independent certified public accountant, within ninety (90) days after final approval of the report by the YMCA Board of Directors.

b) The annual financial reports shall include a separate accounting of all revenues and expenditures relating to the FACILITIES and the City of Holly Hill YMCA. The City reserves the right to verify the accuracy of the representations contained in the annual financial reports and the YMCA will make its financial records available for inspection at the end of each quarter for review by the City or its designee.

ARTICLE II – USE AND OPERATION OF FACILITY

Section 2.1 YMCA Use

YMCA shall occupy and use the FACILITIES for a YMCA Facility and shall provide public family health and wellness programs that are typically provided by the YMCA. These programs shall include the following, or similar types of activities: chair yoga, yoga, Tia Chi Balance, Zuma, Boot Camp, aquatic programs, dance class, karate, indoor cycling.

The pool shall remain open twelve (10) months out of the year excluding the months of January and February. Pool schedule may be adjusted based on member usage. However, the pool must be open at a minimum of 5 hours per day, every day the YMCA is open. If the pool does not remain open 5 hours per day, the city will deduct $150.00, each day it is not open, from the next quarterly payment.

Attachment: YMCA Lease Agreement - Sept. 2022 (2022-R-67 : YMCA Annual Lease Agreement Renewal)

The Pool Hours as of 10/4, will be Monday-Friday 7:00 am -12:00 pm.
Tuesday and Thursday the YMCA will host Water Aerobics at 5:30 pm
Saturday 9:00 am - 2:00 pm

Section 2.2 CITY Use ofFacilities

YMCA shall permit and allow CITY, without charge, to use the gym and pool facilities located on the FACILITIES, subject to the following conditions:

a) Use of said FACILITIES by CITY shall not exceed a total of **20** hours per calendar year.

b) Any hours CITY does not use said FACILITIES in one (1) calendar year shall not be carried forward to the next calendar year.

c) Dates and times for use of said FACILITIES by CITY shall be subject to mutual agreement between director of YMCA's Holly Hill branch and the City Manager.

Section 2.3 CITY Use of ParkingAreas

The YMCA shall permit and allow CITY, without charge, to use the parking lots and other parking areas located on the FACILITIES for parking of vehicles during special events and activities conducted on any portion of adjacent CITY property, including, but not limited to, CITY hall, gymnasium, athletic fields, municipal complex and grounds.

Section 2.5 Compatibility

a) The YMCA agrees to operate, maintain and promote the operation and maintenance of the FACILITIES in a manner consistent with nationwide and local YMCA policies and practices.

b) The YMCA agrees that operation of the FACILITIES shall be in accordance with applicable CITY regulations. The YMCA further agrees to comply with reasonable requests of the CITY pertaining to the operation and promotion of the City of Holly Hill YMCA in order to provide for the safety of YMCA members and the public.

c) YMCA agrees that operation of the FACILITIES as a YMCA Facility will not unreasonably interfere with the use of the contiguous park area by members of the general public or by CITY. It is the parties' intention that the operation of the FACILITIES will be compatible with other CITY Recreation Programs.

d) The YMCA agrees that operation of the FACILITIES shall not interfere with the use of other CITY recreational facilities such as sports fields utilized by various team sports organizations.

e) The parties hereto agree to coordinate any special events and/or programs within their operations. YMCA agrees that it will not discriminate in its hiring or promotional practices.

Attachment: YMCA Lease Agreement - Sept. 2022 (2022-R-67 : YMCA Annual Lease Agreement Renewal)

f) The YMCA shall not duplicate youth sports offered at Hollyland Park or the 1200 Center Avenue location which may be offered by the CITY or another party.

Section 2.6 Maintenance

It shall be the responsibility of YMCA to keep the premises clean, sanitary and free from trash and debris. The complete upkeep and maintenance shall be borne by YMCA and YMCA agrees to maintain the premises in accordance with the terms and conditions of this Lease and consistent with prudent and well-reasoned maintenance procedures and techniques. The CITY shall be responsible for all lawn and landscaping maintenance.

Section 2.7 Schedule of Operation

Holly Hill YMCA staff will determine the hours of operation of the Holly Hill YMCA. Prior to changing any facility hours the YMCA CEO will confer with the Holly Hill City Manager.

Section 2.8 Concessions

The YMCA may, but shall not be required to, dispense food and/or drink on the premises for consumption by users of the Facility.

Section 2.9 Fees

a) Holly Hill YMCA member and program fees will be set by the CFO in accordance with the approval of the Volusia Flagler YMCA Board of Directors
b) The YMCA will subsidize those who cannot afford full monthly membership rates at the current Y YOUR plan rates.
c) The YMCA will provide a daily fee option of $5.00 to Holly Hill residents that is inclusive of all non-fee based activities.
d) There will be no YMCA administration overhead charged to the City of Holly Hill.

ARTICLE III - INSURANCE

Section 3.1 Insurance Requirements and Indemnification

YMCA shall fully indemnify and otherwise hold harmless CITY from any and all claims, demands or suits arising out of or otherwise attributable to YMCA or the occupancy of the FACILITIES by YMCA asserted by any party whatsoever, and this indemnity shall include all costs incurred by CITY, including reasonable defense attorney's fees. Without limiting any of the other obligations or liabilities of YMCA, YMCA shall provide, pay for, and maintain in force, throughout the term of this Lease, the insurance coverage set forth in this Article.

Attachment: YMCA Lease Agreement - Sept. 2022 (2022-R-67 : YMCA Annual Lease Agreement Renewal)

a) Workers' Compensation Insurance to apply for all employees in compliance with the "Workers Compensation Law" of the State of Florida and all applicable Federal laws. In addition, the policy(s) must include:

b) Employers' Liability with a limit of One Hundred Thousand Dollars ($100,000.00) each accident.

c) Comprehensive General Liability with minimum limits of One Million Dollars ($1,000,000.00) per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General Liability policy, without restrictive endorsements, as filed by the Insurance Services Office and must include:

i. Premises and/or Operations
11. Independent Contractors

d) Personal Injury Coverage with Employee and Contractual Exclusions removed with minimum limits of coverage equal to those required for Bodily Injury Liability and Property Damage Liability.

Section 3.2 Additional Insured

CITY shall be included as an "Additional Insured" in the name of "City of Holly Hill" with respect to liability arising out of operations performed for CITY by or on behalf of YMCA or acts or omissions of CITY in connection with general supervisions of such operations.

Section 3.3 Notification

The policy(s) must be endorsed to provide the City of Holly Hill with thirty (30) days' notice of cancellation and/or restriction.

ARTICLE IV - TERMINATION

Section 4.1 Termination by CITY

The occurrence of any of the following may cause this Lease to be terminated at the option of the CITY by notice to the YMCA.

a) Assignment by YMCA for the benefit of creditors.

b) Abandonment or discontinuation of operations at the FACILITIES consisting of three consecutive days during usual business hours and on such days as comparable facilities are open for business, unless such abandonment or discontinuation shall be due to causes beyond YMCA'S reasonable control such as, without limitation, acts of God,

Attachment: YMCA Lease Agreement - Sept. 2022 (2022-R-67 : YMCA Annual Lease Agreement Renewal)

government laws or action, war, civil commotion, casualty, fire, storm, labor disputes or energy shortages, as long as operations commence immediately after the event causing the discontinuance ceases to exist.

c) The CITY shall have the right to terminate this Lease after thirty (30) days written notice by registered mail to YMCA, of the non-performance of any provisions of this Lease, unless the same shall have been corrected or remedial action started and diligently pursued within such period, to the reasonable satisfaction of the CITY.

Upon any termination pursuant to this Section, or if YMCA fails to exercise its option to renew, CITY shall have, in addition to any other remedies, the option to require that YMCA remove, at YMCA'S cost, all improvements made by YMCA to the FACILITIES. If the YMCA fails to remove the fixtures and personal property as requested by the City, said fixtures and personal property shall become the sole property of the CITY.

Section 4.2 Termination by YMCA

YMCA shall have the right upon thirty (30) days written notice, prior to the next scheduled quarterly payment to the CITY, to terminate this Lease at any time after the occurrence of one or more of the following events:

a) Issuance by any court of competent jurisdiction of any injunction substantially restricting the use of the facilities for its intended purposes, and the remaining in force of said injunction or period of more than thirty (30) calendar days.

b) A breach by the CITY of any of the terms, covenants or conditions contained in this Lease and the failure of the CITY to remedy such breach within thirty (30) days after receipt of written notice sent by registered mail from YMCA of the existence of such breach, unless the same shall have been corrected or remedial action started and diligently pursued within suchperiod.

c) The assumption by the United States Government or any authorized agency thereof, or any other governmental agency, or the operation control or use of the facilities, or any substantial part, or parts, thereof in such a manner as substantially to restrict YMCA'S operations for a period of thirty (30) calendar days or more.

Section 4.3 Right to Remove Personal Property

At the termination of the Lease, either by expiration of the term or otherwise (except in the case of termination without cause by the YMCA), YMCA shall have the right to remove from the FACILITIES all its personal property and equipment used in the operation provided, however, that the CITY shall have a first and prior lien upon all such personal property to secure the payment to it of any and all sums due from YMCA.

Section 4.4 Termination Without Cause

a) CITY shall have the right to terminate this Lease upon 90days notice without cause and without penalty. Notwithstanding any provision hereof to the contrary, upon such termination, the YMCA shall have the option of removing equipment and

Attachment: YMCA Lease Agreement - Sept. 2022 (2022-R-67 : YMCA Annual Lease Agreement Renewal)

furnishings provided by the YMCA as long as the YMCA repairs any damage sustained in the removal of said equipment and furnishings.

b) YMCA may terminate this Lease without cause upon providing CITY with 90days written notice. Upon such termination and as liquidated damages for the termination, YMCA agrees to convey to the CITY and leave in the FACILITIES all furnishings and equipment normally located thereon by YMCA.

ARTICLE V - MISCELLANEOUS

Section 5.1 Assignment

a) Subject to the provisions of this Lease, YMCA shall not assign or encumber its interest in this Lease or in the FACILITIES, or allow any other person or entity (except YMCA'S authorized representatives) to occupy or use all or any part of the premises and the building and improvements located thereon, without first obtaining CITY'S written consent.

b) CITY shall not unreasonably withhold or delay its consent. However, any proposed assignee must have similar background and experience in the operation of a YMCA Facility, must operate the facility and provide substantially the same services on the FACILITIES as provided in this Lease and must have adequate financial resources.

c) Should YMCA assign or attempt to assign this Lease or sublet any portion of the FACILITIES without the prior written consent of the CITY, then this Lease shall be terminated forthwith, without prior notice to YMCA. No consent to any assignment or encumbrance shall constitute a waiver of the provisions of this Section.

Section 5.2 Risk of Loss

The YMCA agrees to assume all risks of loss by fire, water, weather or other unforeseen damages to or destruction of any property or stock placed on the premises by the CITY and to hold the CITY harmless from any responsibility or liability therefore.

Section 5.3 CITY'S Warranties - Quiet Enjoyment

a) CITY covenants and warrants that it has full right and lawful authority to enter into this Lease for the full telm hereof.

b) CITY covenants and agrees to and with YMCA that at all times when YMCA is not in default under the terms of and during the term of this Lease, YMCA'S quiet and peaceable enjoyment of the FACILITIES shall not be disturbed or interfered with by CITY or any person claiming by, through or under CITY.

Attachment: YMCA Lease Agreement - Sept. 2022 (2022-R-67 : YMCA Annual Lease Agreement Renewal)

Section 5.4 Approvals

It is understood by the parties to this Lease that where the approval of either of the parties is required by the Lease, such approval shall not be unreasonably withheld.

Section 5. 5 No waiver

Failure of either party to insist upon strict performance of any covenant or condition of this Lease, or to exercise any right herein contained, shall not be construed as a waiver or relinquishment for the future of any such covenant, condition or right; but the same shall remain in full force and effect. None of the conditions, covenants or provisions of this Lease shall be waived or modified except by the parties hereto in writing.

Section 5.6 Net Lease

This Lease is, except to the extent otherwise provided herein, a net lease, and YMCA hereby assumes and agrees to pay and perform all payments, expenses, duties and obligations with relation to the FACILITIES, the improvements constructed upon the FACILITIES and appurtenances thereto, maintenance and operation thereof, whether such duties and obligations would otherwise be construed to be those of the CITY or YMCA, except as otherwise provided herein, so that no matter from what source arising, if anything shall be required to be done in, upon or about the FACILITIES, the improvements constructed upon the FACILITIES or appurtenances thereto, the same shall be done and fulfilled at the sole expense and responsibility of YMCA, without any expense, liability, or obligations whatsoever to or on the CITY, except for such obligations as are expressly assumed by the CITY herein.

Section 5.7 Independent Contractor

a) YMCA is an independent contractor under this Lease. Services provided by YMCA shall be by employees of YMCA and subject to the supervision by YMCA, and not as officers, employees or agents of the CITY.

b) Personnel policies, tax responsibilities, social security and health insurance, employee benefits, travel, per diem policies, purchasing policies and other similar administrative procedures applicable to services rendered by YMCA in the FACILITIES shall be those of YMCA.

c) Nothing contained in this Lease shall be deemed or construed by the Parties hereto or by any third party to create the relationship of principal and agent or of partnership or of joint venture or of any association whatsoever between the CITY and YMCA, it being expressly understood and agreed that neither the method of computation of rent nor any of the other provisions contained in this Lease nor any act or acts of the parties hereto shall be deemed to create any relationship between the CITY and YMCA other than the relationship of landlord and tenant.

Attachment: YMCA Lease Agreement - Sept. 2022 (2022-R-67 : YMCA Annual Lease Agreement Renewal)

Section 5.8 Entire Agreement

This Lease expresses the whole agreement between the parties, there being no representation, warranties or other understanding not hereto expressly set forth or provided for. No change or modification of or addition to this Lease shall be valid unless in writing and signed by parties hereto.

Section 5.9 Governing Law

This Lease shall be governed by and interpreted in accordance with the laws of the State of Florida. Venue for any litigation arising out of or related to this Lease shall be in State Court, Seventh Judicial Circuit, Volusia County, Florida and the parties specifically waive any Federal Court jurisdiction. The prevailing party in any litigation arising out of or related to this Lease shall be reimbursed reasonable attorneys' fees and costs, including costs of appeal.

Section 5.10 Damage to FACILITIES

If at any time during the term of this Lease the FACILITIES shall be lost or destroyed so as to be wholly or partially untenantable, CITY shall have the option of either restoring the FACILITIES or terminating this Lease, and shall exercise the option within the first sixty (60) days after the casualty.

Section 5.11 Holly Hill YMCA Advisory Board

The Corporate Board shall include one (1) non-elected representative from the City of Holly Hill. The FACILITY shall have a local board made up of 5-7 members of which one will serve on the Corporate Board.

Section 5.12 Website

YMCA will update their website to include more inclusive information about the Holly Hill facility.

Section 5.13 Notices

All notices and other communications hereunder shall be in writing and shall be deemed to have been duly given if sent by Certified Mail, Return Receipt Requested, as follows:

TO YMCA:
President/CEO
Volusia Flagler YMCA,
Inc. 761 International
Speedway
DeLand, FL 32724

TO CITY:
City Manager
City of Holly Hill
1065 Ridgewood Avenue
Holly Hill, FL 32117

Attachment: YMCA Lease Agreement - Sept. 2022 (2022-R-67 : YMCA Annual Lease Agreement Renewal)

IN WITNESS WHEREOF, the parties hereto have made and executed this Lease by and through their representatives on the respective dates under each signature.

CITY OFHOLLY HILL, FLORIDA

By: _____
Joseph A. Forte, City Manager

ATTEST: _____
Valerie Manning, City Clerk

VOLUSIA / FLAGLER YOUNG MENS CHRISTIAN ASSOCIATION, INC.

By:

Chris Seilkop, President/CEO

Attachment: YMCA Lease Agreement - Sept. 2022 (2022-R-67 : YMCA Annual Lease Agreement Renewal)

HOLLY HILL
FLORIDA

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Resolution

MEETING DATE: **September 12, 2022**
FROM: **Antoine Khoury**
SUBJECT: **A Resolution of the City Commission of the City of Holly Hill, Florida, Awarding ABC Express Lawn Care the Landscape Maintenance Contract of City Buildings and Grounds in an Annual Amount of $152,200 and Authorizing the City Manager to Execute the Same; Providing for Severability; and Providing for an Effective Date.**
NUMBER: **2022-R-68**
APPLICANT:
PLANNER:

DISCUSSION:

On August 9, 2022, seven (7) bids were received for the landscaping maintenance contract of City buildings and grounds. Bids were received from the following contractors: ABC Express Lawn Care, Aero Groundtek, Brightview Landscape Land N Tree, LLC, Montalvo Mejia Construction, LLC, VerdeGo and Yellowstone Landscape. Copies of the bids submitted, as well as, the request for proposals are included under Exhibits 'A - H'.

On August 12, 2022, an evaluation committee convened to make a recommendation for award of this contract. This was a very competitive bid, and had evaluation criteria of the cost proposal weighted at 70%, previous experience weighted at 15% and contractor capacity weighted at 15%.

Copies of the evaluation committee findings are included under 'Exhibit I' and are summarized below:

Company Name	Annual Cost	Rank
ABC Express Lawn Care	$152,200.00	1
Aero Groundtek	$749,216.00*	7
Brightview Landscape Services	$154,157.00	3
Land N Tree, LLC	$336,050.00	6
Montalvo Mejia Construction, LLC	$221,027.00	5
VerdeGO LLC	$196,248.00	4
Yellowstone Landscape	$150,375.00	2

Staff recommends that the landscape maintenance of facilities be awarded to ABC Express Lawn

Care as they submitted a highly competitive cost proposal, have demonstrated a strong capacity to perform this work, and have experience doing an exemplary job maintaining landscaping of City buildings and grounds for the past five (5) years.

This contract will be for an initial term of three (3) years with an additional two (2) one-year extensions exercised at the discretion of the City Manager.

FISCAL ANALYSIS:

The annual cost of landscaping will be $152,200.00. Below is an analysis of cost and proposed budget for FY2022/2023 by fund:

Fund	Cost	Proposed Budget
General Fund	$102,800.00	$120,000.00
Stormwater	$29,400.00	$25,000.00
CRA	$1,600.00	$2,000.00
Pictona	$20,000.00	$20,000.00

The stormwater landscape maintenance account 460-3080.538.34-20 will need to have the budget increased to $30,000 for fiscal year 2022-2023.

STAFF RECOMMENDATION:

Award the landscaping maintenance contract of City buildings and grounds to ABC Express Lawn Care at a cost of $152,200 annually and authorize the City Manager to execute the same.

COMMISSION GOAL:

Goal #1: Develop and maintain a sound and sustainable financial plan for the city that establishes sufficient reserves for all funds, ensures (whenever possible) that user fees pay for services rendered, provides a realistic capital improvement program, and encourages public/private sector partnerships and intergovernmental partnerships.

Goal #2: Enhance City aesthetics through beautification and maintenance of city property and public rights of way, consistent enforcement of zoning and property maintenance codes, and development of reasonable design standards and a corresponding process which is applicable to all new developments and business improvements in the city.

MOTION:

APPROVE AWARDING ABC EXPRESS LAWN CARE THE LANDSCAPE MAINTENANCE CONTRACT OF CITY BUILDINGS AND GROUNDS IN AN ANNUAL AMOUNT OF $152,200 AND AUTHORIZING THE CITY MANAGER TO

EXECUTE THE SAME.

ATTACHMENTS:

- Exhibit A - RFP 22-BG-13 (PDF)
- Exhibit B - ABC Express Lawn Care Proposal (PDF)
- Exhibit C - Aero Groundtek Proposal (PDF)
- Exhibit D - Brightview Landscape (PDF)
- Exhibit E - Land N Tree, LLC Proposal (PDF)
- Exhibit F - Montalvo Mejia Construction, LLC (PDF)
- Exhibit G - VerdeGo Proposal (PDF)
- Exhibit H - Yellowstone Landscape Proposal (PDF)
- Exhibit I - Landscaping_Evaluation_Sheets (PDF)

Resolution No. 2022-68

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AWARDING ABC EXPRESS LAWN CARE THE LANDSCAPE MAINTENANCE CONTRACT OF CITY BUILDINGS AND GROUNDS IN AN ANNUAL AMOUNT OF $152,200 AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AWARDING ABC EXPRESS LAWN CARE THE LANDSCAPE MAINTENANCE CONTRACT OF CITY BUILDINGS AND GROUNDS IN AN ANNUAL AMOUNT OF $152,200 AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME; AND PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City received seven (7) bids for the landscaping maintenance contract of City buildings and grounds; and

WHEREAS, an evaluation committee convened to review bids submitted and make a recommendation of award; and

WHEREAS, the evaluation committee unanimously selected ABC Express Lawn Care as the recommended contractor for this work; and

WHEREAS, the terms for this contract are for an initial three (3) year term with an additional two (2) one-year extensions exercised at the discretion of the City Manager.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA:

SECTION 1. That the City Commission award the landscape maintenance contract of City buildings and grounds to ABC Express Lawn Care and authorize the City Manager to execute the same.

SECTION 2. SEVERABILITY. If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

SECTION 3. EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption.

APPROVED AND AUTHENTICATED on this 12th day of SEPTEMBER, 2022.

Request for Proposal

NUMBER
RFP 22-BG-13

HOLLY HILL
FLORIDA

Landscape Maintenance Services

Susan Lincoln, Finance Director

Attachment: Exhibit A - RFP 22-BG-13 (2022-R-68 : Landscape Maintenance Contract for City Buildings and Grounds)

LEGAL NOTICE

Notice is hereby given that the City of Holly Hill is accepting Sealed Proposals to provide Landscape Maintenance Services for the City of Holly Hill. Proposals will be received until **August 9th, 2022 at 10:00 a.m.,** by the City Clerk's Office, City Hall, 1065 Ridgewood Ave., Holly Hill, FL 32117.

RFP 22-BG-13
"Landscape Maintenance Services"

Sealed proposals will be accepted by the City of Holly Hill, 1065 Ridgewood Avenue, Holly Hill, Florida 32117, until **10:00 am,** August 9th**, 2022** at which time and place all proposals received will be publicly opened and read aloud in the City Hall Large Conference Room.

There will be a non-mandatory pre-bid meeting for this project at **10:00 am on July 18th, 2022**. The meeting will be held in the City Commission Chamber, located in City Hall, 1065 Ridgewood Avenue, Holly Hill, FL 32117.

Description of work: Services to be provided shall include, but not be limited to, the following:

Landscape Maintenance to include mowing, edging, trimming, pruning, weeding and mulching Services throughout Holly Hill. These properties will include City Hall, The Clubhouse, YMCA, Boys and Girls Club, Sica Hall, City Hall Annex, the Fire Station and the Pictona Complex. Additional properties to be maintained include (11) City parks as needed in accordance with the terms, conditions, and specifications stated herein.

Copies of the bid documents may be obtained electronically from VendorLink at www.myvendorlink.com. Any addenda to these bid documents will be posted on the VendorLink website. It is the bidder's responsibility to confirm that all addenda have been received prior to submitting a bid for this project. All questions should be directed **in writing** to the Susan Lincoln at financedirector@hollyhillfl.org. Questions to be submitted no later than **5:00 pm on August 2nd. 2022**.

The City of Holly Hill is not responsible for the U.S. mail or private carriers or messengers to Deliver proposals by the specific time so that a bid can be considered.

No bids received after the time and date specified for the opening will be considered. The City of Holly Hill, Florida reserves the right to reject any and all bids, to waive any and all non-substantial irregularity in bids reviewed, whenever such rejection or waiver is in the best interest of the City.

One (1) original and one (1) electronic copy on USB flash drive shall be addressed to City Clerk, City of Holly Hill, 1065 Ridgewood Avenue, Holly Hill, Florida 32117, in a sealed envelope plainly marked on the outside: **LANDSCAPE MAINTENANCE SERVICES**

CITY OF HOLLY HILL
VOLUSIA COUNTY, FLORIDA
s/ Joseph A. Forte
City Manager

Attachment: Exhibit A - RFP 22-BG-13 (2022-R-68 : Landscape Maintenance Contract for City Buildings and Grounds)

TABLE OF CONTENTS

1) Introduction/Overview 5
A) Purpose/Objective 5
B) Background 5
C) Inquiries 6
D) Method of Source Selection 6
E) Pre-Bid Conference 6
F) Projected Timetable 6
2) General Description of Specifications or Scope of Work 7
3) General Responsibilities 8
A) Contractor Responsibilities 8
B) City Responsibilities 9
C) The City's Right to Inspect 10
4) Terms and Conditions of Contract 10
5) General Terms and Conditions 10
A) Licenses 10
B) Principals/Collusion 11
C) Taxes 11
D) Relation of City 11
E) Term Contracts 11
F) Termination 11
G) Liability 11
H) Assignment 11
I) Lobbying 12
J) Single Bid 12
K) Protest Procedures 12
L) Public Entity Crime 12
M) Conflict of Interest 12
N) Prohibition of Gifts to City Employees 13
O) Immigration Reform and Control Act 13
P) Billing Instructions – Awarded Contractor(s) 13
Q) Vendor Preference 13
R) E Verify Compliance 13
6) Instructions for Bid 14
A) Compliance with the RFP 14
B) Acknowledgment of Insurance Requirements 14
C) Acknowledgment of Bonding Requirements 15
D) Delivery of Bids 16
E) Evaluation of Bids (Procedure) 16
F) Ambiguity, Conflict, or Other Errors in the RFP 17
G) Proposals, Presentation, and Protest Costs 17
H) Acceptance or Rejection of Proposals 17
I) Requests for Clarification of Proposals 17
J) Validity of Proposals 18
K) Response Format 18
L) Proposal Evaluation Committee and Evaluation Factors 21
PROPOSER CHECK LIST 23

Attachment: Exhibit A - RFP 22-BG-13 (2022-R-68 : Landscape Maintenance Contract for City Buildings and Grounds)

PROFESSIONAL SERVICES AGREEMENT....24
CONFLICT INTEREST AFFIDAVIT....26
PROPOSER QUALIFICATION....27
DECLARATION STATEMENT....30
INSURANCE REQUIREMENTS....31
DRUG FREE WORKPLACE....31
NON-COLLUSSION AFFIDAVIT....32
ACKNOWLEDGMENTS....33
COMPLIANCE WITH PUBLIC RECORD LAW....36
REFERENCES....38
PUBLIC ENTITY CRIMES....40
VENDOR INFO....42
E-VERIFY COMPLIANCE FORM....43
PRICING PROPOSAL FORM....44
W-9....47
LABEL....48

Attachment: Exhibit A - RFP 22-BG-13 (2022-R-68 : Landscape Maintenance Contract for City Buildings and Grounds)

1) Introduction/Overview

A) Purpose/Objective

The City of Holly Hill, Florida, "City", has issued this Request for Proposal (hereinafter, "**RFP**") with the sole purpose and intent of obtaining proposals from qualified and licensed firms to provide for the Landscape Maintenance Services with the specifications stated and/or attached herein/hereto. The firm awarded this contract must meet or exceed all terms, conditions and specifications of the City. The successful proposer(s) will hereinafter be referred to as the "Contractor".

The term of this agreement shall be for a three (3) year period beginning on the date the contract is issued. This contract may be renewed by the City Manager for up to two (2) additional one-year periods. All prices quoted shall remain firm for the duration of this agreement. Also, the City reserves the right to cancel the agreement and/or contract with thirty (30) days written notice for any reason deemed by the City with no right to appeal.

If awarded, a contract to provide these services will be effective on the date contract is approved by the City of Holly Hill City Commission (herein after, the "Commission"), signed by all required parties and filed with the City Clerk.

The specifications included herein are based on requirements to ensure that the lowest practical cost and highest practical quality are obtained at quality prices using the latest technology. **The City will not honor or consider any price increase, fuel surcharge or add-on cost during the established performance period**.

Termination or cancellation of the contract will not relieve the bidder of any obligations or any deliverables or liabilities entered prior to termination of the contract. The Bidder may cancel the resulting contract with a one hundred and twenty (120) days written notice.

The City will notify the bidder in writing of any deficiencies or defaults in the performance of his/her duties under the Contract.

As is more fully explained in Section "6L" of this **RFP**, an award, if made, will be made to the best overall proposer(s) whose bid is most advantageous to the City, taking into consideration the evaluation factors set forth in this **RFP**. The City will not use any other factors or criteria in the evaluation of the bids received.

B) Background

The City serves an area of less than 4 square miles with a population of approximately 12,479. The City's fiscal year begins on October 1st and ends on September 30th. The Finance Department maintains the funds and accounts of the City. The Finance Department is responsible for the custody and accounting of funds of each department.

More detailed information on the government and its finances can be found in City of Holly Hill's Annual Comprehensive Financial Report for fiscal year 2021-2022 and in the City's Annual Budget for fiscal year 2021-2022. Copies of these documents may be viewed on www.hollyhillfl.org. The City of Holly Hill is exempt from any and all state, local and federal taxes.

Attachment: Exhibit A - RFP 22-BG-13 (2022-R-68 : Landscape Maintenance Contract for City Buildings and Grounds)

C) Inquiries

Direct questions related to this **RFP** to City's Finance Director, and submit such questions in writing to financedirector@hollyhillfl.org; include the page and paragraph number for each question in order to ensure that questions asked are responded to correctly. Proposers must clearly understand that the only official answer or position of the City will be the one stated in writing and posted on VendorLink (www.myvendorlink.com) from finance@hollyhillfl.org. All questions asked, along with the answers rendered will be electronically distributed to firms registered for this solicitation and additionally posted on the City website (www.hollyhillfl.org) and on VendorLink (www.myvendorlink.com).

D) Method of Source Selection

The City is using the Competitive Sealed Proposals methodology of source selection for this procurement, as authorized by Resolution 2021-R-105 establishing and adopting the City Purchasing Policy. Each Qualification will be reviewed to determine if the proposal is responsive to the **RFP**. Proposals deemed to be non-responsive may be rejected without being evaluated by the Selection Committee appointed by the City Manager, which shall be comprised of a minimum of three (3) City employees. The committee will make a recommendation to the City Commission who will make the final selection(s). A responsive proposal is one which has been signed and submitted by the specified Proposal deadline, and has provided the information required to be submitted with the Proposal. While poor formatting, poor documentation and/or incomplete or unclear information may not be cause to reject a Proposal without evaluation, such substandard submissions may adversely impact the evaluation of a Proposal. Respondents who fail to comply with the required and/or desired elements of this **RFP** do so at their own risk.

The City may, as it deems necessary, conduct discussions with responsible proposers determined to be in contention for being selected for award for the purpose of clarification to assure full understanding of, and responsiveness to, solicitation requirements.

E) Pre-Bid Conference

☐ A pre-bid conference is not applicable for this solicitation.

☒ A pre-bid conference is applicable for this solicitation.

Pre-bid conference will be held **on July 18th, 2022 at 10:00 am** in the City Commission Chambers, located at City Hall, 1065 Ridgewood Avenue, Holly Hill, Florida 32117.

F) Projected Timetable

The following projected timetable should be used as a working guide for planning purposes only. The City reserves the right to adjust this timetable as required during the course of the **RFP** process.

Event	**Date**
Issue **RFP** Notice	July 10th, 2022
Non-Mandatory Pre-Bid Meeting	July 18th, 2022 @ 10:00 am
Last Date for Receipt of Written Questions	August 2nd, 2022 @ 5:00 pm

Attachment: Exhibit A - RFP 22-BG-13 (2022-R-68 : Landscape Maintenance Contract for City Buildings and Grounds)

Addendum Issued (If Applicable)	August 5th. 2022 @ 5:00 pm
Proposal Opening Date	August 9th, 2022 @ 10:00 am
Evaluation Committee	August 12th, 2022, 2022 @ 10:00 am
Notice of Recommendation	August 15th, 2022
City Commission Hearing Date	August 23rd, 2022 @ 6:00 pm

2) General Description of Specifications or Scope of Work

The City of Holly Hill will be seeking qualified and experienced landscape maintenance contractors with demonstrated skills and experience in mowing, edging and trimming, weed control and mulching in commercial or municipal properties.

This scope of services represents the minimum standards required. The ultimate responsibility of the contractor is to provide lawns and/or landscaping that is at all times attractive and uniformly manicured, which will reflect favorably upon the City of Holly Hill and the Contractor.

a) Turf areas shall be mowed no less than the number of days indicated in this bid package as Exhibit (A). Additional mowing, required during times of heavy growth, may be necessary to maintain a healthy manicured lawn. Costs associated with additional mowing should be considered in final bid amount.
b) St. Augustine grass shall be maintained at a height of four (4) inches. Bermuda grass shall be maintained at a height of two (2) inches. No more than 1/3 of leaf blades should be removed with any mowing, more frequent mowing shall be required if more than 1/3 of leaf blade is removed on a weekly basis. Costs associated with additional mowing should be considered in final bid amount. Scalping will not be tolerated and will be grounds for termination.
c) Edging, trimming, and debris removal from sidewalks, curbs and parking shall be performed each time an area is mowed.
d) Contractor shall maintain lawns, landscape beds, sidewalks, parking areas, curbing, and any water feature/fountain free of debris and litter at all times.
e) Contractor shall keep all landscape beds neatly edged and free of weeds. Contractor shall hand weed landscape beds no less than one time per month. Chemical weed control is permissible, but shall not reduce the occurrence of hand weeding. Contractor is responsible for any plants killed by overspray of chemicals. Contractor may use contact herbicides for killing spots of weeds in St. Augustine grasses, with written permission.
f) Contractor shall remove all grass and weeds growing between all expansion joints, cracks in sidewalks and curbing, walkways and parking areas. After vegetation is removed, non-selective herbicide may be used to maintain these areas.
g) Contractor shall prune and shape, as needed, all shrubs to maintain the natural form of plants and to maintain its growth within the landscape beds. Shrubs include but are not limited to hedges, groundcover, foundation planting and ornamental trees. Costs associated with pruning are to be included in the final bid amount.
h) All debris generated from maintenance (clippings, pruning debris, etc.) shall be removed upon completion of work for the day. No debris may be stored onsite prior to disposal.
i) Crape Myrtles shall be pruned at the end of the growing season to promote healthy growth. These trees shall be pruned as indicated in the "Crape Myrtle Pruning Publication No. ENH1138" published by the Institute of Food and Agricultural Sciences (IFAS), University of Florida.
j) Palm Trees shall be trimmed on a periodic basis to remove only dead fronds, 60% or more of the fond is brown, and seed stalks. "Hurricane Cutting" shall not be permitted.

Attachment: Exhibit A - RFP 22-BG-13 (2022-R-68 : Landscape Maintenance Contract for City Buildings and Grounds)

k) As applicable, contractor shall replenish mulch in the landscape beds once (1) per year. Mulch shall be applied in the first month of the service contract and replenished in March of each year. Mulch shall be kept clean and fresh at all times and shall be kept at a depth of 3-4 inches; no mulched area shall exceed four (4) inches in depth. Mulch shall not be permitted to come into contact with the tree trunks or shrub stems. Mulch is to be pine bark.

l) Contractor shall replace turf, shrubbery, trees and other plant material that has deteriorated due to natural causes, damage (not caused by the contractor), or at the City's request. Contractor shall inspect the site during the first month of the service contract and report any deficiencies to the contract administrator and shall notify the contract administrator immediately upon the discovery of any future deficiency. Contractor shall submit a Change Order request for the cost of replacement.

m) The contractor shall be responsible for repair/replacement costs (parts/labor) related to damages occurring in the course of maintenance of turf areas, landscape beds, trees, irrigation system, or any other City owned property on site. The contractor shall notify the contract administrator immediately upon damage.

n) Maintenance personnel on site shall maintain a respectable level of attire and conduct themselves in a respectful and orderly manner. The Business Name and phone number shall be clearly indicated on any service vehicle and/or employee uniform while performing routing maintenance as indicated in these general requirements.

o) Fertilization / pest control for certain turf areas should be completed so as to provide one (1) pound of actual nitrogen per 1,000 square feet of lawn area, for each application specified.
    1) St. Augustine Turf Fertilization: St. Augustine turf fertilization, utilizing Lesco 16-4-8 or equivalent shall follow the schedule attached herein as Exhibit B. Fertilization to be applied four (4) times per year.
    2) St. Augustine Weed Control: St. Augustine weed control utilizing Atrazine or equivalent shall follow the schedule attached herein as Exhibit B. Weed Control to be applied four (4) times per year.
    3) Fire Ant Control: Fire ant control for all categories shall be done as needed upon written authorization of the City.
    4) Disease Control: Disease control in turf and shrub areas will be by identification and diagnosis and application of appropriate treatment as needed upon written authorization of the City.

3) General Responsibilities

A) Contractor's Responsibilities/Requirements

It shall be understood and agreed that a firm submitting a Proposal shall meet the following responsibilities/requirements:

1) **Drug-Free Workplace:** In accordance with Florida Statute 287.087, preference shall be given to businesses with drug-free workplace programs. Whenever two or more Proposals which are equal with respect to price, quality, and service are received by the City for the procurement of commodities or contractual services, a Qualification received from a business that furnishes a form certifying that it is a Drug Free Workplace shall be given preference in the award process.

2) **General:** Contractor shall adhere to all applicable OSHA standards while performing work

Attachment: Exhibit A - RFP 22-BG-13 (2022-R-68 : Landscape Maintenance Contract for City Buildings and Grounds)

within the City. In addition, the following safety requirements shall apply to any work performed under this Agreement.

(a) Federal, State and Local environmental regulations shall be followed to minimize the possibility of air, water and soil contamination or other undesirable results. Additionally, all work in public rights-of-way shall be performed in accordance with a Florida Department of Transportation, Broward County and/or City approved maintenance of traffic (MOT) plan. The costs related to any and all materials required for said traffic regulation shall be included.
Access and passage by all vehicular and pedestrian traffic shall be maintained while work under this Agreement is being performed. Blockage will not be permitted for more than thirty (30) minutes without written approval of the Broward Sheriff's Office (Parkland Division).

(b) All workers must wear an ANSI approved Class I, II, or III high visibility lime green or orange safety vest when conducting maintenance operations within public rights-of-way and medians.

(c) All workers performing overhead maintenance operations shall wear hard hats conforming to ANSI Z89.1 standards. Use of hard hats shall be mandatory when performing tree pruning operations.

(d) All temporary traffic control devices and signage shall be set in accordance with an approved MOT plan and shall be in strict conformance with the most recent edition of the Manual on Uniform Traffic Control Devices (MUTCD) as published by the Unites States Department of Transportation (USDOT)

(e) All maintenance vehicles may be equipped with full functioning and visible rotating/strobe lights that shall be utilized at all times while conducting maintenance operations within the road right-of-way. All vehicles shall be appropriately and visibly marked with the company name and phone number.

(f) All vehicles and equipment which remain stationary within fifteen feet (15') of the roadway edge for two or more minutes shall be coned off with no less than two (2) traffic cones (one at the front traffic side of the vehicle and one at the rear traffic side of the vehicle). The placement and number of cones to be utilized shall be sufficient to provide maximum safety based on the classification of road, speed limit, number of lanes, and in accordance with accepted national standards.

2) **DAMAGE TO PUBLIC AND/OR PRIVATE PROPERTY**: Extreme care shall be taken by Contractor to safeguard all existing facilities, site amenities, utilities, irrigation systems, windows, and vehicles on or around the job site. Damage to public and/or private property shall be the responsibility of the Contractor and shall be repaired and/or replaced by Contractor at no additional cost to the City. The Contractor shall use all means to protect existing objects, structures and vegetation designated to remain. In the event of damage, the Contractor shall immediately make all repairs, replacements and dressings to damaged materials, to the approval of the City, at no additional cost to the City.

3) **HOURS OF OPERATION**: All work under this contract shall be performed between the hours

Attachment: Exhibit A - RFP 22-BG-13 (2022-R-68 : Landscape Maintenance Contract for City Buildings and Grounds)

of 7:00 am and 5:00 pm, local time, Monday through Friday..

B) City's Responsibilities

City responsibilities include:

1) The City will work with the Contractor to develop a schedule and ensure access to all locations assigned under future work orders.

2) The City designates the Facilities Supervisor as being the representative of the City in all matters regarding landscape maintenance.

C) The City's Right to Inspect

The City or its authorized Agent shall have the right to inspect the Contractor's files to determine status of work on this project.

4) Terms and Conditions of Contract

The City has developed standard contracts/agreements. The Contractor shall be required to return a signed standard City contract/agreement contained within this **RFP** with your submittal.

A contract/agreement resulting from this **RFP** shall be subject to the terms and conditions set forth in a standard City Contract and any terms and conditions included in this **RFP**. The City reserves the right to include in any contract document such terms and conditions, as it deems necessary for the proper protection of the rights of the City. The City will not be obligated to sign any contracts, maintenance and/or service agreements or other documents provided by the Contractor with their submittal until approved by Commission.

5) General Terms and Conditions

A) Licenses

The Contractor is required to possess the correct occupational license, professional license, and any other authorizations necessary to carry out and perform the work required by the project pursuant to all applicable Federal, State and Local Law, Statute, Ordinances, and rules and regulations of any kind.

If required and/or requested, copies of the required licenses must be submitted with the bid response indicating that the entity proposing, as well as the team assigned to the City account, are properly licensed to perform the activities or work included in the contract documents. A Contractor, with an office within the City is also required to have a business tax receipt and certificate of use.

If you have questions regarding required professional licenses and Business Tax Receipt and Certificate of use, contact the Building and Zoning Department, (386) 248-9442.

B) Principals/Collusion

By submission of this Qualification, the undersigned, as Proposer, does declare that the only person or persons interested in this Bid as principal or principals is/are named therein and that no person other than therein mentioned has any interest in this Bid or in the contract to be entered into; that this Bid is made

Attachment: Exhibit A - RFP 22-BG-13 (2022-R-68 : Landscape Maintenance Contract for City Buildings and Grounds)

without connection with any person, company or parties making a Bid, and that it is in all respects fair and in good faith without collusion or fraud.

C) Taxes

The City is exempt from Federal Excise and State of Florida Sales Tax.

D) Relation of City

It is the intent of the parties hereto that the Contractor shall be legally considered an independent contractor, and that neither the Contractor nor their employees shall, under any circumstances, be considered employees or agents of the City, and that the City shall be at no time legally responsible for any negligence on the part of said Contractor, their employees or agents, resulting in either bodily or personal injury or property damage to any individual, firm, or corporation.

E) Term Contracts

If funds are not appropriated for continuance of a term contract to completion, cancellation will be accepted by this Contractor on thirty (30) days prior written notice.

F) Termination

Should the Contractor be found to have failed to perform his services in a manner satisfactory to the City, the City may terminate this without cause or for convenience with a thirty (30) day written notice. The City shall be sole judge of non-performance.

G) Liability

The Contractor will not be held responsible for failure to complete contract due to causes beyond its control, including, but not limited to, work stoppage, fires, civil disobedience, riots, rebellions, Acts of Nature and similar occurrences making performance impossible or illegal.

H) Assignment

The Contractor(s) shall not assign, transfer, convey, sublet or otherwise dispose of this contract, or of any or all of its rights, or interest therein, or his or its power to execute such contract to any person, company or corporation without prior written consent of the City.

I) Lobbying

All firms are hereby placed on **NOTICE** that the City does not wish to be lobbied, either individually or collectively about a matter for which a firm has submitted a Qualification.

Firms and their agents are not to contact members of the City Commission for such purposes as meeting or introduction, luncheons, dinners, etc. During the process, **from Proposal announcement to final Commission approval**, no firm or their agent shall contact any other employee of the City in reference to this Bid, with the exception of the Finance Director or her designee(s). Failure to abide by this provision may serve as grounds for disqualification for award of this contract to the firm.

Attachment: Exhibit A - RFP 22-BG-13 (2022-R-68 : Landscape Maintenance Contract for City Buildings and Grounds)

J) Single Bid

Each Proposer must submit, with their bid, the required signed contract/agreement and all forms included in this **RFP**. Only **one** bid from a legal entity as a primary will be considered. A legal entity that submits a bid as a primary or as part of a partnership or joint venture submitting as primary may not then act as a sub-consultant to any other firm submitting under the same **RFP**.

If a legal entity is not submitting as a primary, or, that legal entity may not act as a sub-consultant to any other firm or firms submitting under the same **RFP** nor act as part of a partnership or joint venture to the primary. All submittals in violation of this requirement will be deemed non-responsive and rejected from further consideration.

K) Protest Procedures

Any appeal or protest to the Request for Bid shall be governed by the City of Holly Hill's Purchasing Policies and Procedures.

L) Public Entity Crime

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

M) Conflict of Interest

Proposer shall complete the Conflict of Interest Affidavit included as an attachment to this **RFP** document. Disclosure of any potential or actual conflict of interest is subject to City staff review and does not in and of itself disqualify a firm from consideration. These disclosures are intended to identify and or preclude conflict of interest situations during contract selection and execution.

N) Prohibition of Gifts to City Employees

No organization or individual shall offer or give, either directly or indirectly, any favor, gift, loan, fee, service or other item of value to any City employee, as set forth in Chapter 112, Part III, Florida Statutes, the current City Ethics Ordinance, and City Administrative Policy. Violation of this provision may result in one or more of the following consequences: a. Prohibition by the individual, firm, and/or any employee of the firm from contact with City staff for a specified period of time; b. Prohibition by the individual and/or firm from doing business with the City for a specified period of time, including but not limited to: submitting bids, **RFP**, and/or quotes; and, c. immediate termination of any contract held by the individual and/or firm for cause.

Attachment: Exhibit A - RFP 22-BG-13 (2022-R-68 : Landscape Maintenance Contract for City Buildings and Grounds)

O) Immigration Reform and Control Act

Proposer acknowledges, and without exception or stipulation, any firm(s) receiving an award shall be fully responsible for complying with the provisions of the Immigration Reform and Control Act of 1986 as located at 8 U.S.C. 1324, et seq. and regulations relating thereto, as either may be amended. Failure by the awarded firm(s) to comply with the laws referenced herein shall constitute a breach of the award agreement and the City shall have the discretion to unilaterally terminate said agreement immediately.

P) Billing Instructions – Awarded Contractor(s)

Invoices, unless otherwise indicated, must show Work Order or Purchase Order numbers and shall be submitted in to the City of Holly Hill, 1065 Ridgewood Ave., Holly Hill, FL 32117. Specific format of the invoice shall be worked out between the City and the consultant prior to the first invoice being submitted. Payment shall be made in accordance with the Florida Prompt Payment Act, as amended from time to time.

Q) Vendor Preference

A local vendor would be interpreted as a bidder, which as of the date of the bid opening, has a valid Business Tax Receipt (BTR) issued by the City of Holly Hill to do business in the City of Holly Hill which authorizes the vendor to provide the goods, services, or construction to be purchased and has a physical address located within the limits of Holly Hill from which the vendor operates or performs business. A Post Office Box cannot be used to establish physical address. A local vender preference of no greater than 5% (Not to exceed $5,000) of the price submitted by the non-local vender shall be granted with City Commission approval.

R) E-Verify Compliance

The Consultant/Contractor agrees to comply with Section 448.093, Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 448.093, Florida Statutes.

1. The Consultant/Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Consultant/Contractor during the term of the Agreement and shall expressly require any subcontractors performing work or providing services pursuant to the Agreement to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Agreement term.

2. That the Consultant/Contractor understands and agrees that its failure to comply with the verification requirements as set forth herein or its failure to ensure that all employees and subcontractors performing work under this Agreement are legally authorized to work in the United States and the State of Florida constitute a breach of this Agreement for which the City may immediately terminate the Agreement without notice and without penalty. The Consultant/Contractor further understands and agrees that in the event of such termination, the Consultant/Contractor shall be liable to the City for any costs incurred by the City as a result of the Consultant's/Contractor's breach

Contractor shall execute and return the Affidavit of E-Verify Requirements Compliance to City. IN WITNESS WHEREOF, the parties have made and executed this Agreement for the purposes stated above.

4) Instructions for Bid

Attachment: Exhibit A - RFP 22-BG-13 (2022-R-68 : Landscape Maintenance Contract for City Buildings and Grounds)

A) Compliance with the RFP

Bids must be in strict compliance with this **RFP**. Failure to comply with all provisions of the **RFP** may result in disqualification.

B) Acknowledgment of Insurance Requirements

By signing the Insurance Requirements included in this **RFP**, Proposer acknowledges these conditions include Insurance Requirements.

It should be noted by the Proposer that, in order to meet the City's requirements, there may be additional insurance costs to the Proposer's firm. It is, therefore, imperative that the proposer discuss these requirements with the Proposer's insurance agent, as noted on the Insurance Check List, so that allowances for any additional costs can be made by the Proposer.

The Proposer's obligation under this provision shall not be limited in any way by the agreed upon contract price, or the Proposer's limit of, or lack of, sufficient insurance protection.

Proposer also understands that the evidence of required insurance may be required within five (5) business days following notification of its offer being accepted; otherwise, the City may rescind its acceptance of the Proposer's bid.

The specific insurance requirements for this solicitation are included as part of this solicitation.

C) Acknowledgment of Bonding Requirements

☒By signing its bid, and if applicable, Proposer acknowledges that it has read and understands the bonding requirements for this bid.

☐Bid Bond: Shall be submitted with bid response in the form of certified funds, cashiers' check, or an irrevocable letter of credit, a cash bond posted with the City Clerk, or bid bond in a sum equal to 5% of the cost bid. All checks shall be made payable to the City of Holly Hill on a bank or trust company located in the State of Florida and insured by the Federal Deposit Insurance Corporation. The Bid Bond shall be retained by the City as liquidated damages if the successful Proposer fails to execute and deliver to the City the unaltered contract, or fails to deliver any required Performance and Payment Bonds or Certificates of Insurance, all within twenty-one (21) calendar days after receipt of the Notice of Selection for Award. Bid Bonds shall be executed by a corporate surety licensed under the laws of the State of Florida to execute such bonds, with conditions that the surety will, upon demand, forthwith make payment to the City upon said bond. The Bid Bonds of the three (3) highest ranked Proposers shall be held until the contract has been executed by the successful Proposer and same has been delivered to the City together with the required bonds and insurance, after which all three (3) Bid Bonds shall be released to the respective Bidders. All other Bid Bonds shall be released within fourteen (14) calendar days of the Selection Committee meeting date. No bids including alternates shall be withdrawn within one hundred and eighty (180) days after the bid closing date thereof. If a bid is not accepted within said time period it shall be deemed rejected and the Bid Bond shall be released to the Proposer. In the event that the City awards the

Attachment: Exhibit A - RFP 22-BG-13 (2022-R-68 : Landscape Maintenance Contract for City Buildings and Grounds)

contract prior to the expiration of the one hundred and eighty (120) day period without selecting any or all alternates, the City shall retain the right to subsequently award to the successful Proposer said alternates at a later time and approved by the Finance Director or designee, and the successful Proposer.

☐ Performance and Payment Bonds: For projects in excess of $300,000, bonds shall be submitted with the executed contract by Proposers receiving award, and written for 100% of the Contract award amount, the cost borne by the Proposer receiving an award. The Performance and Payment Bonds shall be underwritten by a surety authorized to do business in the State of Florida and otherwise acceptable to Owner; provided, however, the surety shall be rated as "A-" or better as to general policy holders rating and Class V or higher rating as to financial size category and the amount required shall not exceed 5% of the reported policy holders' surplus, all as reported in the most current Best Key Rating Guide, published by A.M. Best Company, Inc. of 75 Fulton Street, New York, New York 10038.

Should the contract amount be less than $500,000, the requirements of Section 287.0935, F.S. shall govern the rating and classification of the surety. All performance security under the subsequent contract shall be in force throughout the final completion and acceptance of the project awarded.

If the surety for any bond furnished by Contractor is declared bankrupt, becomes insolvent, its right to do business is terminated in the State of Florida, or it ceases to meet the requirements imposed by the Contract Documents, the Contractor shall, within five (5) calendar days thereafter, substitute another bond and surety, both of which shall be subject to the Owner's approval.

D) Delivery of Bids

All bids are to be delivered before **10:00 a.m., local time, on or before August 9, 2022** to:

City of Holly Hill
City Clerk
1065 Ridgewood Avenue
Holly Hill, Florida
32117

The City shall not accept bids delivered to the City Clerk past the stated date and/or time indicated, or to an incorrect address by proposer's personnel or by the proposer's outside carrier. However, the City Clerk, or designee, shall reserve the right to accept bids received after the posted close time only under the following condition: The tardy submission of the bid is due to the following circumstances, which shall include but not be limited to: late delivery by commercial carrier such as Fed Ex, UPS or courier where delivery was scheduled before the deadline.

Proposers must submit **one (1) hard copy and one (1) electronic copy on a USB flash drive**

List the Proposal Number on the outside of the box or envelope and note "**Landscape Maintenance Services"**

E) Evaluation of Bids (Procedure)

The City's procedure for selecting is as follows:

Attachment: Exhibit A - RFP 22-BG-13 (2022-R-68 : Landscape Maintenance Contract for City Buildings and Grounds)

1. The City Manager shall approve an Evaluation Committee to review all Proposals submitted in accordance with Statute. At a minimum there will be one non-voting member of the Finance Department as part of the evaluation committee. There shall be a minimum of three voting members of the committee, but always an odd number.

2. Request for Proposals (**RFP**) issued.

3. Subsequent to the closing of Proposals, the Finance Department shall review the Proposals received and verify whether each Proposals appears to be minimally responsive to the requirements of the published **RFP**. Meetings shall be open to the public and the Finance Department shall endeavor to publicly post prior notice of such meeting in the lobby of the City Hall three (3) days in advance of all such meetings, but no less than (1) day in advance.

4. The voting committee members shall review each Proposal individually and score each Proposals based on the evaluation criteria state herein.

5. Prior to the first meeting of the evaluation committee, the City will post a notice announcing the date, time and place of the first committee meeting. Said notice shall be posted in the lobby of the City Hall not less than three (3) working days prior to the meeting. The City shall also post prior notice of all subsequent committee meetings and shall post such notices at least one (1) day in advance of all subsequent meetings.

6. The voting members of the committee will compile individual rankings, based on the evaluation criteria as stated herein, for each Proposals to determine committee recommendations. The committee may schedule presentations or demonstrations from the top-ranked firm(s), and may at their discretion make site visits, and obtain guidance from third party subject matter experts. The final recommendation will be decided based on review of scores and consensus of committee.

In general, the City wishes to avoid the expense to the City and to proposers of unnecessary oral interviews. Therefore, the City will make every reasonable effort to achieve the ranking using written submittals alone. If no single top-ranked firm can be clearly identified by review of the written submittals alone, then the evaluator(s) will request the Finance Department to schedule the top ranked firm(s) for oral presentations/interviews. The City reserves the right to withdraw this **RFP** at any time and for any reason, and to issue such clarifications, modifications, and/or amendments as it may deem appropriate.

Receipt of a Proposals by the City or a submission of a Proposals to the City offers no rights upon the Proposer nor obligates the City in any manner.

Acceptance of the Proposals does not guarantee issuance of any other governmental approvals.

F) Ambiguity, Conflict, or Other Errors in the RFP

If a Proposer discovers any ambiguity, conflict, discrepancy, omission, or other error in the **RFP**, Proposer shall immediately notify the Finance Director, noted herein, of such error in writing and request modification or clarification of the document. The Finance Director will make modifications by issuing a written addendum/revision and will give written notice to all parties who have received this **RFP** from the Finance Department.

The Proposer is responsible for clarifying any ambiguity, conflict, discrepancy, omission, or other error

Attachment: Exhibit A - RFP 22-BG-13 (2022-R-68 : Landscape Maintenance Contract for City Buildings and Grounds)

in the **RFP** prior to submitting the Proposals or it shall be waived.

G) Proposals, Presentation, and Protest Costs

The City will not be liable in any way for any costs incurred by any proposer in the preparation of its Proposals in response to this **RFP**, nor for the presentation of its Proposal and/or participation in any discussions, negotiations, or, if applicable, any protest procedures.

H) Acceptance or Rejection of Proposals

The right is reserved by the City to waive any irregularities in any Proposal, to reject any or all Proposals, to re-solicit for Proposals, if desired, and upon recommendation and justification by the City to accept the Proposals which in the judgment of the City is deemed the most advantageous for the public and the City.

Any Proposal which is incomplete, conditional, obscured or which contains irregularities of any kind, may be cause for rejection. In the event of default of the successful proposer, or their refusal to enter into the City contract, the City reserves the right to accept the Proposals of any other proposer or to re-advertise using the same or revised documentation, at its sole discretion.

I) Requests for Clarification of Proposals

Requests by the Finance Director to a proposer(s) for clarification of Proposal(s) shall be in writing. Proposer's failure to respond to request for clarification may deem proposer to be non-responsive, and may be just cause to reject its Proposal.

J) Validity of Proposals

No Proposal can be withdrawn after it is filed unless the Proposer makes their request in writing to the City prior to the time set for the closing of Proposals.

All Proposals shall be valid for a period of one hundred eighty (180) days from the submission date to accommodate evaluation and selection process.

K) Response Format

The Proposals shall be deemed an offer to provide services to the City. In submitting a Proposal, the Proposer declares that he/she understands and agrees to abide by all specifications, provisions, terms and conditions of same, and all ordinances and policies of the City. The Proposer agrees that if the contract is awarded to him/her, he/she will perform the work in accordance with the provisions, terms and conditions of the contract.

To facilitate the fair evaluation and comparison of Proposals, all Proposals must conform to the guidelines set forth in this **RFP**. Any portions of the Proposals that do not comply with these guidelines must be so noted and explained the Acceptance of Conditions section of the Proposals. However, any Proposal that contains such variances may be considered non-responsive.

Proposals should be prepared simply and economically, providing a straightforward concise description of the Proposer's approach and ability to meet the City's needs, as stated in the **RFP**. All copies of the Proposals should be bound and tabbed. The utilization of recycled paper for Proposal submission is

Attachment: Exhibit A - RFP 22-BG-13 (2022-R-68 : Landscape Maintenance Contract for City Buildings and Grounds)

strongly encouraged.

The items listed below shall be submitted with each Proposals and should be submitted in the order shown. Each section should be clearly labeled, with pages numbered and separated by tabs. Failure by a proposer to include all listed items may result in the rejection of its Proposals.

Title Page:

Title Page shall show the Request for Qualification's subject, title and Proposal number; the firm's name; the name, address and telephone number of a contact person; and the date of the Qualification.

Table of Contents:

The Table of Contents shall provide listing of all major topics, their associated section number, and starting page.

1) Tab I – Management Summary:

Provide a cover letter, signed by an authorized officer of the firm, indicating the underlying philosophy of the firm in providing the services stated herein. Include the name(s), telephone number(s), and email(s) of the authorized contact person(s) concerning qualification. Submission of a signed Proposal is certification that the Proposer will accept any awards made to him as a result of said submission of the terms contained therein.

2) Tab II – Corporate Experience and Capacity:

The Proposal should state the size of the firm, the location of the office from which the work on this engagement is to be performed and the number and nature of the staff to be employed in this engagement on a full-time basis and the number and nature of the staff to be so employed on a part-time basis.

a. A description of the company, including the number of years in business, number of employees, list of equipment owned by the company, and list of vehicles used for transport.
b. Description of the company as to whether it is a sole proprietorship, partnership, corporation, LLC or Joint- Venture. List all individual owners of ten percent (10 %) or more.

3) Tab III – Customer Listing:

Provide a listing of all previous customers during the past three years for all work of similar size and scope. The services provided to these clients should have characteristics as similar as possible to those requested in this RFP.

Information provided for each client shall include the following:

- Client name, address, and current telephone number.
- Description of services provided.
- Time period of the project or contract.
- Client's contact reference name and current telephone number.

Failure to provide complete and accurate client information, as specified here, may result in the

Attachment: Exhibit A - RFP 22-BG-13 (2022-R-68 : Landscape Maintenance Contract for City Buildings and Grounds)

disqualification of your Qualification.

The City reserves the right to contact any and all references to obtain, with limitation, ratings for the following performance indicators includes:

- On a scale of 1-10, with 1 being very dissatisfied and ten exceeding your every expectation, how satisfied were you with the contractor's performance?
- What specifically did you like about their approach?
- What do you believe were shortcomings or that they could have done better?
- Did they meet your schedule requirements?
- How were their communications? Were you always kept in the loop?
- How responsive were they in addressing problems?
- How was the quality/experience/personality of their personnel?
- Would you use this Contractor again?
- Additional comments

A uniform sample of references will be checked for each Proposer. Proposers will be scored on a scale of 1 to 10, with 10 being the highest possible score. This score will also be used in determining the score to be given to the "past performance" evaluation factor for each Qualification.

5) Tab IV, Acceptance of Conditions

Indicate any exceptions to the general terms and conditions of the RFP, and to insurance requirements or any other requirements listed in the RFP. If no exceptions are indicated in this tabbed section, it will be understood that no exceptions to these documents will be considered after the award, or if applicable, during negotiations.

6) Tab V, Documents

- Professional Certifications/Licenses
- Affiliations and/or memberships

7) Tab VI, Required Form Submittals

Required forms:

- Proposer Checklist
- Vendor Services Agreement
- Conflict of Interest Affidavit
- Proposer's Qualification Form
- Declaration Statement
- Insurance Requirements
- Drug Free Workplace Certification
- Non-Collusion Affidavit of Prime Qualifier
- Acknowledgements
- Compliance with Public Records Law
- References Form
- Public Entity Crimes Statement
- Vendor Information

Attachment: Exhibit A - RFP 22-BG-13 (2022-R-68 : Landscape Maintenance Contract for City Buildings and Grounds)

- Affidavit of E-Verify Requirements Compliance
- Proposal Pricing Form
- W-9
- Label

8) Tab VII, Price Proposal Form – (The form included in this RFP document must be used)

The proposal should provide the total, all inclusive, maximum fees for this project. The fee should include all direct and indirect costs including out of pocket expenses. If additional work is requested that is outside the Scope of Services of this project, the City of Holly Hill reserves the right to negotiate a fixed fee for such services. Calculation of points for cost will be completed as described in the following EXAMPLE. Lowest Cost Proposed with a weighted multiplier of 85% of an available 100% total value (85-points):

	PROPOSAL COST	LOWEST COST PROPOSED	% OF LOW	MULTIPLIER	TOTALPOINTS ASSIGNED
Company #1	$100,000.00	$100,000.00	100.0%	85	85.0
Company #2	$108,000.00	$100,000.00	92.6%	85	78.7
Company #2	$120,000.00	$100,000.00	83.3%	85	70.8

L) Proposal Evaluation Committee and Evaluation Factors

All Proposals will be subject to a review and evaluation process. It is the intent of the City that all proposers responding to this RFP, who meet the requirements, will be ranked in accordance with the criteria established in these documents. The City will consider all responsive and responsible Proposals received in its evaluation and award process. For evaluation purposes, the term "Responsible" means: A business entity or individual who is fully capable to meet all of the requirements of the solicitation and subsequent contract. Must possess the full capability, including financial and technical, to perform as contractually required and be able to fully document the ability to provide good faith performance.

Proposals shall include all of the information solicited in this RFP, and any additional data that the Proposer deems pertinent to the understanding and evaluating of the Proposal. Proposers will provide their best price and cost analysis and should not withhold any information from the written response in anticipation of presenting the information orally or in a demonstration, since oral presentations or demonstrations may not be solicited. Each proposer will be ranked based on the criteria herein addressed.

Proposers submitting the required criteria will have their Proposals evaluated by an evaluation committee and scored for the non-price factors to include technical response, proposals and experience. Weights for cost will not be assigned by the evaluation committee. Some exceptions may apply depending on the complexity of the project scope of work. During the evaluation process and at the sole discretion of the City, requests for clarification of one or more proposer submittals may be conducted. This request for clarification may be performed by the City in a written format, or through scheduled oral interviews. Such clarification request will provide proposers with an opportunity to answer any questions the City may have on a proposer's submittal.

Submissions will be evaluated on a total score basis, with a maximum score of one hundred (100) points. The following criteria will be used in the evaluation process to determine the successful respondent(s):

Attachment: Exhibit A - RFP 22-BG-13 (2022-R-68 : Landscape Maintenance Contract for City Buildings and Grounds)

	Maximum Points
Proposals and previous commercial experience, including projects for local Cities in Florida on similar projects	**15**
Capacity to perform work: work efficiently within reasonable time constraints, ability to perform necessary work under the contract, ability to provide financial stability over the term of the contract.	**15**
Cost proposal	**70**
Total Points	**100**

In general, the City wishes to avoid the expense to the City and to proposers of unnecessary oral interviews. Therefore, the City will make every reasonable effort to achieve the ranking using written submittals alone. If no single top-ranked firm can be clearly identified by review of the written submittals alone, then the evaluator(s) will request the Purchasing Agent to schedule the top ranked firm(s) for oral presentations/interviews.

Drug-Free Workplace: In accordance with Florida Statute 287.087, preference shall be given to businesses with drug-free workplace programs. Whenever two or more Proposals which are equal with respect to quality and service are received by the City for the procurement of commodities or contractual services, a Qualification received from a business that furnishes a form certifying that it is a Drug Free Workplace shall be given preference in the award process. NOTE: In the event, the submitter wishes to provide items specified above and beyond the stated requirements of this request at "no cost" to the City of Holly Hill, these services should be identified and included in the request response.

Tie Breaker: In the event of a tie (with each business certifying that it is a Drug-Free Workplace), both in individual scoring and in final ranking, the firm with the lowest volume of work on City projects within the last five (5) years will receive the higher individual ranking. This information will be based on information provided by the Proposer, subject to verification at the City's option. If there is a multiple firm tie in either individual scoring or final ranking, the firm with the lowest volume of work shall receive the higher ranking, the firm with the next lowest volume of work shall receive the next highest ranking and so on. If neither vendor has performed in work in the last five years, the preference will be given to the Proposer within the City limits or principal office closest to City Hall.

Attachment: Exhibit A - RFP 22-BG-13 (2022-R-68 : Landscape Maintenance Contract for City Buildings and Grounds)

PROPOSER CHECK LIST

I M P O R T A N T: **Please read carefully, sign in the spaces indicated and return with your Qualification.**
Proposer should check off each of the following items as the necessary action is completed:

☐ The standard contract/ agreement has been signed and included.

☐ All applicable forms have been signed and included

☐ All information as requested in the Proposer's Qualification Form is included.

☐ Any addenda have been signed and included.

☐ The mailing envelope has been addressed to:

CITY CLERK
City of Holly Hill
1065 Ridgewood
Ave.
Holly Hill, Florida 32117

☐ The **mailing envelope must be sealed and marked** with Qualification Number "**RFP 22-BG-13",** Proposal Title **"Landscape Maintenance Services" and Due Date "August 9th, 2022 @ 10:00 am**".

☐ The Proposals will be mailed or delivered in time to be received no later than the specified due date and time. (Otherwise Proposals cannot be considered.)

ALL COURIER-DELIVERED PROPOSALS MUST HAVE THE RFP NUMBER AND PROPOSAL NAME ON THE OUTSIDE OF THE COURIER PACKET

Company	Address
Authorized Signature	City, State, Zip Code
Printed Name & Title	Telephone No.

Attachment: Exhibit A - RFP 22-BG-13 (2022-R-68 : Landscape Maintenance Contract for City Buildings and Grounds)

Email Fax No.

VENDOR SERVICES AGREEMENT
Landscape Maintenance Services
RFP 22-BG-13

THIS AGREEMENT is made and entered into this_____day of ___, 2022, by and between_____, duly authorized to conduct business in the State of Florida and whose address is_____, hereinafter, called "CONTRACTOR" and the **CITY OF HOLLY HILL**, a political subdivision of the State of Florida, whose address is 1065 Ridgewood Ave, Holly Hill, FL 32117, hereinafter called "CITY".

SECTION 1. AGREEMENT. The terms of this Agreement, together with the incorporation of the terms and conditions of the Request for Proposal **(RFP 22-BG-13)**, and any exhibits, schedules and attachments hereto, and any and all amendments relating to same, and any and all submittals from CONTRACTOR, constitute the entire Agreement between CITY and CONTRACTOR. This Agreement is the final, complete and exclusive expression of the terms and conditions of the parties' Agreement. Any and all prior agreements, representations, negotiations, and understandings made by the parties, oral or written, expressed or implied, are hereby superseded and merged herein.

SECTION 2. TERM OF AGREEMENT. The term of this Agreement shall be for three (3) years from the date of award with two (2) one year extension options. Renewal options may be exercised at the discretion of the City Manager based on performance of the company and adherence to the terms and conditions set forth in the RFP documents. The City Manager retains the sole right to determine whether the renewal option shall be granted.

SECTION 3. COMPENSATION. For Services rendered, the CITY shall pay the CONTRACTOR a lump-sum fee, including or excluding reimbursable expenses as mutually agreed upon. Unless otherwise agreed in a Scope of Services, the CONTRACTOR will invoice the City monthly based upon the CONTRACTOR's estimate of the portion of the total Services actually completed at the time of billing.

SECTION 4. NOTICES. Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered or certified United States mail, return receipts requested, addressed to the party for whom it is intended at the place last specified. The place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

For City:
Valerie Manning, City Clerk
City of Holly Hill
1065 Ridgewood Ave.
Holly Hill, FL 32117
(386)248-9441

For Contractor:
_____,_____(Name, Title)
_____. (Company)
_____(Address)
_____(City, State, Zip)
_____(Phone)

Attachment: Exhibit A - RFP 22-BG-13 (2022-R-68 : Landscape Maintenance Contract for City Buildings and Grounds)

SECTION 5. RIGHTS AT LAW RETAINED. The rights and remedies of CITY, provided for under this Agreement, are in addition and supplemental to any other rights and remedies provided by law.

SECTION 6. CONTROLLING LAW, VENUE, ATTORNEY'S FEES. This Agreement is to be governed, construed, and interpreted by, through and under the laws of Florida. Venue for any litigation between the parties to this Agreement shall be in the County of Volusia, Florida and any trial shall be non-jury. The prevailing party in any litigation arising from or related to this Agreement shall be reimbursed reasonable attorney fees and costs, including all fees and costs of an appeal.

SECTION 7. MODIFICATIONS TO AGREEMENT. This Agreement and any exhibits, amendments and schedules may only be amended, supplemented, modified or canceled by a written instrument duly executed by the parties hereto of equal dignity herewith.

SECTION 8. SEVERABILITY. If, during the term of this Agreement, it is found that a specific clause or condition of this Agreement is illegal under federal or state law, the remainder of the Agreement not affected by such a ruling shall remain in force and effect.

SECTION 9. WAIVER OF JURY TRIAL. THE CITY AND CONSULTANT HAVE SPECIFICALLY WAIVED THE RIGHT TO A JURY TRIAL CONCERNNG ANY DISPUTES WHICH MAY ARISE CONCERNING THIS AGREEMENT.

SECTION 10. NON-WAIVER. No indulgence, waiver, election or non-election by CITY under this Agreement shall affect CONSULTANT's duties and obligations hereunder.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date written above for execution by CITY.

WITNESSES:

_____

WITNESSES:

_____

_____

CITY OF HOLLY HILL

_____
Joseph Forte, City Manager

Dated: _____

FIRMS
By: _____
_____, _____

Dated:_____

Attachments: A. RFP 22-BG-13
B. Firm Response to RFP

Approved by the City Commission of the City of Holly Hill at a meeting held on this _____ day of_____, 2022 under Agenda Item No._____.

Attachment: Exhibit A - RFP 22-BG-13 (2022-R-68 : Landscape Maintenance Contract for City Buildings and Grounds)

CONFLICT OF INTEREST AFFIDAVIT

By the signature below, the firm (employees, officers and/or agents) certifies, and hereby discloses, that, to the best of their knowledge and belief, all relevant facts concerning past, present, or currently planned interest or activity (financial, contractual, organizational, or otherwise) which relates to the proposed work; and bear on whether the firm (employees, officers and/or agents) has a possible conflict have been fully disclosed.

Additionally, the firm (employees, officers and/or agents) agrees to immediately notify in writing the Finance Director, or designee, if any actual or potential conflict of interest arises during the contract and/or project duration.

_____ Company	_____ Address
_____ Authorized Signature	_____ City, State, Zip Code
_____ Printed Name & Title	_____ Telephone No.
_____ Email	_____ Fax No.

State of_____)
City of_____)

SUBSCRIBED AND SWORN to before me this____day of_____, 20____, by _____, who is personally known to me to be the _____ for the Firm, OR who produced the following identification:_____.

_____

Notary Public

My Commission Expires: _____

Attachment: Exhibit A - RFP 22-BG-13 (2022-R-68 : Landscape Maintenance Contract for City Buildings and Grounds)

PROPOSERS QUALIFICATION FORM

LIST MAJOR WORK PRESENTLY UNDER CONTRACT:

% Completed	Project	Contract Amount
		$
		$
		$

LIST CURRENT PROJECTS ON WHICH YOUR FIRM IS THE CANDIDATE FOR AWARD:

OTHER INFORMATION ABOUT PROJECTS:

Have you, at any time, failed to complete a project? ☐ Yes ☐ No

STATEMENT OF LITIGATION:

Are there any judgments, claims or suits pending or outstanding by or against you?
☐ Yes ☐ No

If the answer to either question is yes, submit details on separate sheet. List all lawsuits that have been filed by or against your firm in the last five (5) years:

Attachment: Exhibit A - RFP 22-BG-13 (2022-R-68 : Landscape Maintenance Contract for City Buildings and Grounds)

FEES:

List total fees for work done on all City projects in the past five (5) years, whether as an individual firm or as part of a joint venture. **Fees must be listed individually by contract or project and then summarized as a total dollar amount.** Attach additional page if necessary.

$_____Total Fees for work done on all City projects

Attachment: Exhibit A - RFP 22-BG-13 (2022-R-68 : Landscape Maintenance Contract for City Buildings and Grounds)

REFERENCES:
Bank(s) Maintaining Account(s): _____

_____

Surety/Underwriter: (if required)_____

_____

Other References: (Use additional sheets if necessary)

_____

_____

TYPE OF FIRM:

☐ Corporation/Years in Business:_____. If firm is a corporation, please list state in which it is incorporated:_____. If firm is a corporation, by signing this form, Proposer certifies that the firm is authorized to do business in the State of Florida.
☐ Partnership/Years in Business: _____
☐ Sole Proprietorship/Years in Business: _____
☐ Other: Please list: _____ _____

Pursuant to information for prospective Proposers for the above-mentioned proposed project, the undersigned is submitting the information as required with the understanding that it is only to assist in determining the proposals of the organization to perform the type and magnitude of work intended, and further, guarantee the truth and accuracy of all statements herein made. We will accept your determination of proposals without prejudice.

_____ _____

Company Address City, State Zip code Authorized Signature

Attachment: Exhibit A - RFP 22-BG-13 (2022-R-68 : Landscape Maintenance Contract for City Buildings and Grounds)

DECLARATION STATEMENT

City of Holly Hill
1065 Ridgewood Ave.
Holly Hill, FL 32117

RE: RFP NO. 22-BG-13 "Landscape Maintenance Services"

Dear Mayor and Commission Members:

The undersigned, as Proposer (herein used in the masculine, singular, irrespective of actual gender and number) declares that he is the only person interested in this Proposal or in the contract to which this Proposal pertains, and that this Proposal is made without connection or arrangement with any other person and this Proposal is in every respect fair and made in good faith, without collusion or fraud.

The Proposer further declares that he has complied in every respect with all the Instructions to Proposers issued prior to the opening of Proposals, and that he has satisfied himself fully relative to all matters and conditions with respect to the general condition of the contract to which the Proposal pertains.

The Proposer puts forth and agrees to commence negotiations, in accordance with the Federal 40 USC Title 1101-1104 (Brooks Act) and F.S. 287.055(5), and execute an appropriate City document for the purpose of establishing a formal contractual relationship between him, and the City for the performance of all requirements to which the Proposal pertains. The Proposer states that the Proposal is based upon the Proposal documents listed in **RFP #22-BG-13.**

IN WITNESS WHEREOF, WE have hereunto subscribed our names on this____ day of_____, 20__ in the City of_____, in the State of_____.

_____	_____
Company	Address
_____	_____
Authorized Signature	City, State, Zip Code

Attachment: Exhibit A - RFP 22-BG-13 (2022-R-68 : Landscape Maintenance Contract for City Buildings and Grounds)

INSURANCE REQUIREMENTS

INSURANCE TYPE	REQUIRED LIMITS
☒ 1. Worker's Compensation	Statutory Limits of Florida Statutes, Chapter 440 and all Federal Government Statutory Limits and Requirements.
☒ 2. Commercial General Liability (Occurrence Form) patterned after the current I.S.O form with no limiting endorsements.	Bodily Injury & Property Damage **$1,000,000** single limit per occurrence

☒ 3. Indemnification: To the maximum extent permitted by Florida law, the Contractor/Vendor/Consultant shall indemnify and hold harmless the City of Holly Hill, its officers and employees from any and all liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees and paralegals' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor/Vendor/Consultant or anyone employed or utilized by the Contractor/Vendor/Consultant in the performance of this Agreement. This indemnification obligation shall not be construed to negate, abridge or reduce any other rights or remedies which otherwise may be available to an indemnified party or person described in this paragraph.

This section does not pertain to any incident arising from the sole negligence of the City of Holly Hill.

☒ 4. Automobile Liability	**$ 500,000** Each Occurrence Owned/Non-owned/Hired Automobile Included
☒ 5. Other Insurance as indicated below: Errors and Omissions or Professional Malpractice Coverage	**$** 1,000,000 Per Occurrence

☐ 6. Aircraft Liability $1,000,000 each occurrence combined single limit for bodily injury liability and property damage liability.

☒ 7. Contractor shall ensure that all subcontractors comply with the same insurance requirements that he is required to meet. The same Contractor shall provide City with certificates of insurance meeting the required insurance provisions.

☒ 8. The City of Holly Hill must be named as "**ADDITIONAL INSURED**" on the Insurance Certificate for Commercial General Liability where required.

Attachment: Exhibit A - RFP 22-BG-13 (2022-R-68 : Landscape Maintenance Contract for City Buildings and Grounds)

INSURANCE REQUIREMENTS
(Continued)

☒ 9. The City of Holly Hill shall be named as the Certificate Holder. NOTE--The "Certificate Holder" should read as follows:

City of Holly Hill
1065 Ridgewood Ave.
Holly Hill, Florida

No City Division, Department, or individual name should appear on the Certificate. No other format will be acceptable.

☒ 10. **Thirty (30) Days Cancellation Notice** required.

☒ 11. The Certificate must state the **RFP 22-BG-13** and **Landscape Maintenance Services**

= = = =

DRUG-FREE WORKPLACE PROGRAM CERTIFICATION

Preference to businesses with drug-free workplace programs. -- Whenever two or more bids, proposals, or replies that are equal with respect to price, quality, and service are received by the state or by any political subdivision for the procurement of commodities or contractual services, a bid, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

(1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

(2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug- free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

(3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

(4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 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 this section.

Does the individual responding to this solicitation certify that their firm has implemented a drug-free workplace program in accordance with the provision of Section 287.087, Florida Statues, as stated above?

☐ **Yes**
☐ **No**

Company	Address
Authorized Signature	City, State, Zip Code
Printed Name & Title	Telephone No.
Email	Fax No.

Attachment: Exhibit A - RFP 22-BG-13 (2022-R-68 : Landscape Maintenance Contract for City Buildings and Grounds)

NON-COLLUSION AFFIDAVIT OF PRIME QUALIFIER

State of_____

County of_____

_____, being first duly sworn, deposes and says that:

He/she is_____of_____, Proposer that has submitted the attached Qualification;

He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;

Neither the said Proposer nor any of its officers, partners, owners, agent representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer, firm or person, to fix the price or prices in the attached Qualification or of any other Proposer, or to fix any overhead, profit or cost element of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the CITY OF HOLLY HILL.

The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

_____ _____

Company Address

_____ _____

Authorized Signature City, State, Zip Code

_____ _____

Printed Name & Title Telephone No.

_____ _____

Email Fax No.

Subscribed and sworn to before me this___day of_____, 20___.

_____

_____

Title

My Commission Expires: _____

Attachment: Exhibit A - RFP 22-BG-13 (2022-R-68 : Landscape Maintenance Contract for City Buildings and Grounds)

ACKNOWLEDGEMENTS
RFP 22-BG-13 Landscape Maintenance Services

To: City of Holly Hill
1065 Ridgewood Ave
Holly Hill, FL 32117

From : Insert Information
"Contractor"

The Contractor agrees to provide LANDSCAPE MAINTENANCE SERVICES as defined in this Request for Proposals document and in accordance with the requirements of the specifications and related work authorizations/contract documents.

The undersigned Contractor has carefully examined the RFP requirements and related contract documents and is familiar with the nature and extent of the work and any local conditions that may in any manner affect the work to be done.

The undersigned agrees to provide the LANDSCAPE MAINTENANCE SERVICES called for by the RFP documents, in the manner prescribed therein and to the standards of quality and performance established by the City for the quality of service quoted.

The undersigned agrees to the right of the City to hold the Request for Proposals submittals and guarantees the future related proposals for a period not to exceed one hundred eighty (180) days from the effective date of the contract term.

The undersigned accepts the invoicing and payment policies specified in the RFP.

Upon award of this RFP, the City and Contractor each binds himself, itself, or herself, its partners, successors, assigns, and legal representatives to the other party hereto in respect to all covenants, agreements, and obligations contained in the RFP Documents.

The RFP Document constitutes the entire agreement between City and Contractor and may only be altered, amended, or repealed by a Change Order or a written amendment.

The Contractor, by signing these RFP Submittal pages, acknowledges and agrees to abide by all the terms, conditions, and specifications contained in this RFP Document.

Contractor shall guarantee the LANDSCAPE MAINTENANCE SERVICES within n/a calendar days from receipt of Purchase Order or Work Authorization / Notice to Proceed.

Dated this_____day of_____, _____
(Month) (Year)

Attachment: Exhibit A - RFP 22-BG-13 (2022-R-68 : Landscape Maintenance Contract for City Buildings and Grounds)

INDIVIDUAL, FIRM, CORPORATION, LIMITED LIABILITY, PARTNERSHIP, OR OTHER FORM OF ENTITY

By:_____/_____
(Signature) (Print name)

Address: _____

_____

_____

Telephone: (____)_____Fax: (_____) _____

Taxpayer Identification Number (TIN): _____

CORPORATION

By:_____/_____
(Signature) (Print name)

Address: _____

_____

_____

Telephone: (____)_____Fax: (_____) _____

Taxpayer Identification Number (TIN/EIN): _____

State Under Which Corporation Was Chartered:

_____

Corporate President: _____
(Print Name)

Corporate Secretary: _____
(Print Name)

Attachment: Exhibit A - RFP 22-BG-13 (2022-R-68 : Landscape Maintenance Contract for City Buildings and Grounds)

Corporate Treasurer: _____

(Print Name)

CORPORATE SEAL

Attest By: _____

_____

Secretary

Signature:_____**Date:** _____

Attachment: Exhibit A - RFP 22-BG-13 (2022-R-68 : Landscape Maintenance Contract for City Buildings and Grounds)

COMPLIANCE WITH THE PUBLIC RECORDS LAW

Upon award recommendation or ten (10) days after opening, submittals 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. The submission of a proposal authorizes release of your firm's credit data to the CITY.

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 in a separate envelope marked accordingly.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT

Valerie Manning, City Clerk
386-248-9441
vmanning@hollyhillfl.org
1065 Ridgewood Ave
Holly Hill, FL 32117

A provision that requires the contractor to comply with public records laws, specifically to:
1. Keep and maintain public records required by the public agency to perform the service.
2. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

By submitting a response to this solicitation, the company agrees to defend the CITY in the event we are forced to litigate the public records status of the company's documents.

Attachment: Exhibit A - RFP 22-BG-13 (2022-R-68 : Landscape Maintenance Contract for City Buildings and Grounds)

Company Name: _____

Authorized representative (printed): _____

Authorized representative (signature): _____

Project Number: **RFP 22-BG-13** Date: _____

Attachment: Exhibit A - RFP 22-BG-13 (2022-R-68 : Landscape Maintenance Contract for City Buildings and Grounds)

REFERENCES FORM

Provide the business names, contact persons and telephone numbers of four (4) references for which the firm has provided services described in this Qualification for three (3) years or more within the last five (5) years. Include relationships with governmental agencies. It is our intent to contact these references during the evaluation process.

1. Name of Company: _____

   Address: _____

   Point of Contact: _____

   Phone #: _____ Email address: _____

   Service(s) Provided: _____

   _____

   Dates of Service: _____

2. Name of Company: _____

   Address: _____

   Point of Contact: _____

   Phone #: _____ Email address: _____

   Service(s) Provided: _____

   _____

   Dates of Service: _____

3. Name of Company: _____

   Address: _____

   Point of Contact: _____

   Phone #: _____ Email address: _____

   Service(s) Provided: _____

   _____

   Dates of Service: _____

4. Name of Company: _____

   Address: _____

   Point of Contact: _____

   Phone #: _____ Email address: _____

Attachment: Exhibit A - RFP 22-BG-13 (2022-R-68 : Landscape Maintenance Contract for City Buildings and Grounds)

Service(s) Provided: _____

_____

Dates of Service: _____

Attachment: Exhibit A - RFP 22-BG-13 (2022-R-68 : Landscape Maintenance Contract for City Buildings and Grounds)

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. THIS SWORN STATEMENT IS SUBMITTED TO City of Holly Hill

by _____
(Print Individual's Name and Title)
for _____
(Print Name of Entity Submitting Sworn Statement)
whose business is _____

and (if applicable) its Federal Employer Identification Number (FEIN) is _____

2. I understand that a "public entity crime" as defined in Paragraph 287.133 (1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

    a. A predecessor or successor of a person convicted of a public entity crime; or

    b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provisions 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.

Attachment: Exhibit A - RFP 22-BG-13 (2022-R-68 : Landscape Maintenance Contract for City Buildings and Grounds)

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies).

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, nor any affiliates of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in 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 CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR A CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____
(Signature)

Sworn and subscribed before me this_____day of_____, 2019.

Personally known_____ _____
(Notary)

OR produced identification_____ Notary Public State of_____

_____ My commission expires:_____
(Type of Identification)

Attachment: Exhibit A - RFP 22-BG-13 (2022-R-68 : Landscape Maintenance Contract for City Buildings and Grounds)

VENDOR INFORMATION

Vendor is:
( ) Corporation
( ) Partnership
( ) Sole Proprietorship
( ) Other_____(Explain)

Federal Employer Identification Number: _____

Firm Name: _____

Mailing Address: _____

_____

Telephone No.:_____Fax No.: _____

Email Address:_____Web Address:_____

If remittance address is different from the mailing address so indicate below.

Firm Name: _____

Remittance Address: _____

_____

_____

Submitted by: _____

Name & Title Printed: _____

Attachment: Exhibit A - RFP 22-BG-13 (2022-R-68 : Landscape Maintenance Contract for City Buildings and Grounds)

Affidavit of E-Verify Requirements Compliance

RFP 22-BG-13 Landscape Maintenance Services

The Consultant/Contractor agrees to comply with Section 448.093, Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 448.093, Florida Statutes.

1. The Consultant/Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Consultant/Contractor during the term of the Agreement and shall expressly require any subcontractors performing work or providing services pursuant to the Agreement to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subconsultant/subcontractor during the Agreement term.

2. That the Consultant/Contractor understands and agrees that its failure to comply with the verification requirements as set forth herein or its failure to ensure that all employees and subconsultant/subcontractors performing work under this Agreement are legally authorized to work in the United States and the State of Florida constitute a breach of this Agreement for which the City may immediately terminate the Agreement without notice and without penalty. The Consultant/Contractor further understands and agrees that in the event of such termination, the Consultant/Contractor shall be liable to the City for any costs incurred by the City as a result of the Consultant's/Contractor's breach

Consultant/Contractor shall execute and return the Affidavit of E-Verify Requirements Compliance to City. IN WITNESS WHEREOF, the parties have made and executed this Agreement for the purposes stated above.

Consultant/Contractor Name and Address	Signature
	Name and Title

Attachment: Exhibit A - RFP 22-BG-13 (2022-R-68 : Landscape Maintenance Contract for City Buildings and Grounds)

PROPOSAL PRICING FORM
RFP 22-BG-13
Landscape Maintenance Services

LOCATIONS

Facilities

1 City Hall Complex

Mowing $ _____ 40 - 42 times annually
Fertilization _____ 4 times annually (Optional)
Pest Control _____ 4 times annually (Optional)
Mulching $ _____ 1 time annually (Optional)

2 YMCA / B&G Club

Mowing $ _____ 40 - 42 times annually
Fertilization _____ 4 times annually (Optional)
Pest Control _____ 4 times annually (Optional)
Mulching $ _____ 1 time annually (Optional)

3 Station 96

Mowing $ _____ 40 - 42 times annually
Fertilization _____ 4 times annually (Optional)
Pest Control _____ 4 times annually (Optional)
Mulching $ _____ 1 time annually (Optional)

4 Sica Hall

Mowing $ _____ 40 - 42 times annually
Mulching $ _____ 1 time annually (Optional)

5 City Hall Annex

Mowing $ _____ 40 - 42 times annually
Mulching $ _____ 1 time annually (Optional)

Parks

6 Riverside Park

Mowing $ _____ 40 - 42 times annually
Mulching $ _____ 1 time annually (Optional)

7 Sunrise Park North

Mowing $ _____ 40 - 42 times annually
Mulching $ _____ 1 time annually (Optional)

8 Sunrise Park South

Mowing $ _____ 40 - 42 times annually

9 Ross Point

Attachment: Exhibit A - RFP 22-BG-13 (2022-R-68 : Landscape Maintenance Contract for City Buildings and Grounds)

		Mowing $ _____	40 - 42 times annually
10	Riviera Oaks Dog Park		
		Mowing $ _____	40 - 42 times annually
		Mulching $ _____	1 time annually (Optional)
11	Grove Avenue Park		
		Mowing $ _____	40 - 42 times annually
Stormwater			
12	Centennial Park		
		Mowing $ _____	40 - 42 times annually
13	Hallman Pond		
		Mowing $ _____	40 - 42 times annually
14	7th Street Park		
		Mowing $ _____	40 - 42 times annually
15	Shirley Heyman Park		
		Mowing $ _____	40 - 42 times annually
Community Redevelopment Agency			
16	Pictona Complex		
		Mowing $ _____	40 - 42 times annually
		Mulching $ _____	1 time annually (Optional)
		Fertilization $_____	4 Times Annually (Optional)
		Pest Control $_____	4 Times Annually (Optional)
17	Vacant Land		
		Trimming $_____	40-42 times annually

Please provide a detailed description of all costs associated with the process:

Bid prices must include all freight charges and delivery charges for any and all material delivered to the work sight. Prices to be per scope of services in bid and as outlined in Exhibit A and Exhibit B. Prices are to be annualized. Payments are to be made monthly.

THE ABOVE AMOUNTS INCLUDE SALARY COST, FRINGE BENEFITS, OVERHEAD, OPERATING MARGIN AND PROFIT, AND ALL DIRECT AND INDIRECT EXPENSES.

PLEASE INCLUDE ABOVE ANY OTHER POTENTIAL ADDITIONAL SERVICES THAT MAY BE REQUIRED AND ASSOCIATED COSTS.

_____ _____

Authorized Signature Address

_____ _____

Printed Name & Title City, State, Zip Code

Attachment: Exhibit A - RFP 22-BG-13 (2022-R-68 : Landscape Maintenance Contract for City Buildings and Grounds)

Company	Telephone No.
Date	Email Address.

Attachment: Exhibit A - RFP 22-BG-13 (2022-R-68 : Landscape Maintenance Contract for City Buildings and Grounds)

Form **W-9**
(Rev. October 2007)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

Print or type See **Specific Instructions** on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership
☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ .....
☐ Other (see instructions) ▶

☐ Exempt payee

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

Requester's name and address (optional)

City, state, and ZIP code

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 your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

or

Employer identification number

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).

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 on page 4.

Sign Here **Signature of U.S. person ▶** **Date ▶**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

Attachment: Exhibit A - RFP 22-BG-13 (2022-R-68 : Landscape Maintenance Contract for City Buildings and Grounds)

Attachment: Exhibit A - RFP 22-BG-13 (2022-R-68 : Landscape Maintenance Contract for City Buildings and Grounds)

Cut and use this label for Proposal Package

CITY OF HOLLY HILL
CITY CLERK
1065 RIDGEWOOD AVE
HOLLY HILL, FL 32117

RFP 22-BG-13

Landscape Maintenance Services

OPENING DATE/TIME:
August 9th, 2022
by 10:00 a.m.

ADDENDUM NUMBER 1
RFP 22-BG-13
LANDSCAPE MAINTENANCE SERVICES
CITY OF HOLLY HILL

To All Plan Holders:

The following changes, clarifications and additions are hereby made part of the **RFP 22-BG-13** for the above request for **LANDSCAPE MAINTENANCE SERVICES** as fully and completely as if the same were fully set forth therein. All required forms (must be included in the submitted proposals and all bids MUST be submitted or your bid may be declared Non-Responsive.

QUESTIONS AND ANSWERS

Q1 What is the current contract amount?

A1. 121,970.

Q2 Do you have a proposed budget for the monthly landscape services as well as palm trimming, crape myrtle, and annual mulch?

A2. There is a total of $185,000 in the proposed budget for FY2022/2023 for landscaping services of City buildings and grounds

Q3 Would the City of Holly Hill be agreeable to our usage of robotic mowers on these properties?

A3. The work to be done includes edging, trimming, pest/weed control, mulching, etc. In addition, the areas are open to the public when work is performed. As such, on site staff/equipment operators will be required.

Q4 Who is the current contractor and do you have the results of the last BID and what the current contract pricing is

A4. The current contractor is ABC Express Lawn Care. Their current contract is for $121,970 annually, which reflects the current work to be performed. This is a slight increase from the original bids submitted due to an increase to the scope of work. Complete bids submitted by three contractors can be found on the Holly Hill website under the September 25, 2018 agenda at the following link: https://www.hollyhillfl.org/cityclerk/page/city-holly-hill-florida-meetings

---

Signature acknowledges receipt and understanding of this addendum.

_____
Name/Title

_____
Date

Attachment: Exhibit A - RFP 22-BG-13 (2022-R-68 : Landscape Maintenance Contract for City Buildings and Grounds)

PROPOSAL PRICING FORM
RFP 18-PW-04
LANDSCAPE MAINTENANCE SERVICES

LOCATIONS

Facilities

1 City Hall Complex

Bed maintenance clean up fee - $600

$325 Mowing $ 13,000 (40) - 42 times annually
Fertilization 1200 (4) times annually (Optional)
Pest Control 1200 (4) times annually (Optional)
Mulching $ 1800 (1) time annually (Optional)

2 YMCA / B&G Club

Bed maintenance clean up fee $300

$280 Mowing $ 11,200 (40) - 42 times annually
Fertilization 1200 (4) times annually (Optional)
Pest Control 1200 (4) times annually (Optional)
Mulching $ 3000 (1) time annually (Optional)

3 Station 96

$100 Mowing $ 4000 (40) - 42 times annually
Fertilization 320 (4) times annually (Optional)
Pest Control 320 (4) times annually (Optional)
Mulching $ 350 (1) time annually (Optional)

4 Sica Hall

$115 Mowing $ 4600 (40) - 42 times annually
Mulching $ 350 (1) time annually (Optional)

5 City Hall Annex

$75 Mowing $ 3000 (40) - 42 times annually
Mulching $ 700 (1) time annually (Optional)

Parks

6 Riverside Park

$80 Mowing $ 3200 (40) - 42 times annually
Mulching $ 3600 (1) time annually (Optional)

7 Sunrise Park North

$240 Mowing $ 9600 (40) - 42 times annually
Mulching $ 800 (1) time annually (Optional)

8 Sunrise Park South

$110 Mowing $ 4400 (40) - 42 times annually

9 Ross Point

$75 Mowing $ 3000 (40) - 42 times annually

Attachment: Exhibit A - RFP 22-BG-13 (2022-R-68 : Landscape Maintenance Contract for City Buildings and Grounds)

10	Riviera Oaks Dog Park				
Clean up fee $300	$170	Mowing $	6800	(40)	- 42 times annually
		~~Mulching $~~			~~1 time annually (Optional)~~
11	Grove Avenue Park				
	$30	Mowing $	1200	(40)	- 42 times annually
12	Hollyland Park				
	$180	Mowing $	7200	(40)	- 42 times annually
Stormwater					
13	Centennial Park				
	$280	Mowing $	11,200	(40)	42 times annually
14	Hallman Pond				
	$120	Mowing $	4800	(40)	- 42 times annually
15	7th Street Park				
	$140	Mowing $	5600	(40)	- 42 times annually
16	Shirley Heyman Park				
	$60	Mowing $	2400	(40)	- 42 times annually
Community Redevelopment Agency					
17	Vacant Land				
	$27	Mowing $	1080	(40)	- 42 times annually

mulching annually $30 me

Please provide a detailed description of all costs associated with the process:

Bid prices must include all freight charges and delivery charges for any and all material delivered to the work sight. Prices to be per scope of services in bid and as outlined in Exhibit A and Exhibit B. Prices are to be annualized. Payments are to be made monthly.

THE ABOVE AMOUNTS INCLUDE SALARY COST, FRINGE BENEFITS, OVERHEAD, OPERATING MARGIN AND PROFIT, AND ALL DIRECT AND INDIRECT EXPENSES.

PLEASE INCLUDE ABOVE ANY OTHER POTENTIAL ADDITIONAL SERVICES THAT MAY BE REQUIRED AND ASSOCIATED COSTS.

Authorized Signature

David Doyle
Printed Name & Title

ABC Express Lawn Care LLC
Company

8-31-18
Date

498 North Pine Meadow Drive
Address

DeBary Florida 32713
City, State, Zip Code

386-216-3998
Telephone No.

abcexpresslawncare@gmail.com
Email Address.

Attachment: Exhibit A - RFP 22-BG-13 (2022-R-68 : Landscape Maintenance Contract for City Buildings and Grounds)

PROPOSAL PRICING FORM
RFP 18-PW-04
LANDSCAPE MAINTENANCE SERVICES

LOCATIONS

Facilities

1	City Hall Complex			
		Mowing $	300.00	40 - 42 times annually
		Fertilization	400.	4 times annually (Optional)
		Pest Control	450	4 times annually (Optional)
		Mulching $	1000	1 time annually (Optional)
2	YMCA / B&G Club			
		Mowing $	350	40 - 42 times annually
		Fertilization	400	4 times annually (Optional)
		Pest Control	450	4 times annually (Optional)
		Mulching $	1000	1 time annually (Optional)
3	Station 96			
		Mowing $	350	40 - 42 times annually
		Fertilization	400	4 times annually (Optional)
		Pest Control	450	4 times annually (Optional)
		Mulching $	1000	1 time annually (Optional)
4	Sica Hall			
		Mowing $	350	40 - 42 times annually
		Mulching $	1000	1 time annually (Optional)
5	City Hall Annex			
		Mowing $	350	40 - 42 times annually
		Mulching $	1000	1 time annually (Optional)

Parks

6	Riverside Park			
		Mowing $	600	40 - 42 times annually
		Mulching $	1000	1 time annually (Optional)
7	Sunrise Park North			
		Mowing $	400	40 - 42 times annually
		Mulching $	1000	1 time annually (Optional)
8	Sunrise Park South			
9	Ross Point	Mowing $	400	40 - 42 times annually
		Mowing $	550	40 - 42 times annually

Attachment: Exhibit A - RFP 22-BG-13 (2022-R-68 : Landscape Maintenance Contract for City Buildings and Grounds)

10	Riviera Oaks Dog Park	Mowing $	550	40 - 42 times annually
		Mulching $	1000	1 time annually (Optional)
11	Grove Avenue Park	Mowing $	550	40 - 42 times annually
12	Hollyland Park	Mowing $	650	40 - 42 times annually
Stormwater				
13	Centennial Park	Mowing $	550	40 - 42 times annually
14	Hallman Pond	Mowing $	550	40 - 42 times annually
15	7th Street Park	Mowing $	550	40 - 42 times annually
16	Shirley Heyman Park	Mowing $	550	40 - 42 times annually
Community Redevelopment Agency				
17	Vacant Land	Mowing $	400	40 - 42 times annually

Please provide a detailed description of all costs associated with the process:

Bid prices must include all freight charges and delivery charges for any and all material delivered to the work sight. Prices to be per scope of services in bid and as outlined in Exhibit A and Exhibit B. Prices are to be annualized. Payments are to be made monthly.

THE ABOVE AMOUNTS INCLUDE SALARY COST, FRINGE BENEFITS, OVERHEAD, OPERATING MARGIN AND PROFIT, AND ALL DIRECT AND INDIRECT EXPENSES.

PLEASE INCLUDE ABOVE ANY OTHER POTENTIAL ADDITIONAL SERVICES THAT MAY BE REQUIRED AND ASSOCIATED COSTS.

Authorized Signature

Tyler Porter CEO
Printed Name & Title

ADFS LLC
Company

9/1/18
Date

855 Hwy 277
Address

Chipley, Fl. 32428
City, State, Zip Code

850-676-1355
Telephone No.

tporter@adfsllc.com
Email Address.

Attachment: Exhibit A - RFP 22-BG-13 (2022-R-68 : Landscape Maintenance Contract for City Buildings and Grounds)

PROPOSAL PRICING FORM
RFP 18-PW-04
LANDSCAPE MAINTENANCE SERVICES

TOTAL FOR ALL LOCATIONS: $185,442.42

LOCATIONS

Facilities

1 City Hall Complex

Mowing $ 12,870.00 40 - 42 times annually
Fertilization 3,801.60 4 times annually (Optional)
Pest Control Inc. w/ Feat 4 times annually (Optional)
Mulching $ 664.58 1 time annually (Optional)

2 YMCA / B&G Club

Mowing $ 20,460.00 40 - 42 times annually
Fertilization 4,764.71 4 times annually (Optional)
Pest Control Inc. w/ Feat 4 times annually (Optional)
Mulching $ 586.24 1 time annually (Optional)

3 Station 96

Mowing $ 8,508.00 40 - 42 times annually
Fertilization — 4 times annually (Optional)
Pest Control — 4 times annually (Optional)
Mulching $ 90.63 1 time annually (Optional)

4 Sica Hall

Mowing $ 4,092.00 40 - 42 times annually
Mulching $ 402.78 1 time annually (Optional)

5 City Hall Annex

Mowing $ 3,102.00 40 - 42 times annually
Mulching $ 354.04 1 time annually (Optional)

Parks

6 Riverside Park

Mowing $ 17,952.00 40 - 42 times annually
Mulching $ 2,463.19 1 time annually (Optional)

7 Sunrise Park North

Mowing $ 17,391.00 40 - 42 times annually
Mulching $ 422.92 1 time annually (Optional)

8 Sunrise Park South

Mowing $ 7,920.00 40 - 42 times annually

9 Ross Point

Mowing $ 6,072.00 40 - 42 times annually

Attachment: Exhibit A - RFP 22-BG-13 (2022-R-68 : Landscape Maintenance Contract for City Buildings and Grounds)

10	Riviera Oaks Dog Park			
		Mowing $	18,744.00	40 - 42 times annually
		Mulching $	—	1 time annually (Optional)
11	Grove Avenue Park			
		Mowing $	2,376.00	40 - 42 times annually
12	Hollyland Park			
		Mowing $	17,754.00	40 - 42 times annually
Stormwater				
13	Centennial Park			
		Mowing $	13,992.00	40 - 42 times annually
14	Hallman Pond			
		Mowing $	5,346.73	40 - 42 times annually
15	7th Street Park			
		Mowing $	8,316.00	40 - 42 times annually
16	Shirley Heyman Park			
		Mowing $	5,676.00	40 - 42 times annually
Community Redevelopment Agency				
17	Vacant Land			
		Mowing $	1,320.00	40 - 42 times annually

Please provide a detailed description of all costs associated with the process:

Bid prices must include all freight charges and delivery charges for any and all material delivered to the work sight. Prices to be per scope of services in bid and as outlined in Exhibit A and Exhibit B. Prices are to be annualized. Payments are to be made monthly.

THE ABOVE AMOUNTS INCLUDE SALARY COST, FRINGE BENEFITS, OVERHEAD, OPERATING MARGIN AND PROFIT, AND ALL DIRECT AND INDIRECT EXPENSES.

PLEASE INCLUDE ABOVE ANY OTHER POTENTIAL ADDITIONAL SERVICES THAT MAY BE REQUIRED AND ASSOCIATED COSTS.

Authorized Signature

T.J. McNitt Owner
Printed Name & Title

Vercego
Company

9/4/18
Date

3335 N. State Street
Address

Bunnell, FL 32110
City, State, Zip Code

386-437-3122
Telephone No.

TMcNitt@vercego.com
Email Address.

Attachment: Exhibit A - RFP 22-BG-13 (2022-R-68 : Landscape Maintenance Contract for City Buildings and Grounds)

ADDENDUM NUMBER 3
RFP 22-BG-13
LANDSCAPING MAINTENANCE SERVICES
CITY OF HOLLY HILL

To All Plan Holders:

The following changes, clarifications and additions are hereby made part of the **RFP 22-BG-13** for the above request for **LANDSCAPING MAINTENANCE SERVICES** as fully and completely as if the same were fully set forth therein. All required forms (must be included in the submitted proposals and all bids MUST be submitted or your bid may be declared Non-Responsive.

QUESTIONS AND ANSWERS

Q1 There is current construction occurring at 'Pictona'. Are bidders to include this currently unopened area on the proposal?

A1. Please do not include the area currently under construction at Pictona. Any landscaping maintenance at this location will be negotiated at a later date.

_____

Signature acknowledges receipt and understanding of this addendum.

_____
Name/Title

_____
Date

Attachment: Exhibit A - RFP 22-BG-13 (2022-R-68 : Landscape Maintenance Contract for City Buildings and Grounds)

ADDENDUM NUMBER 4
RFP 22-BG-13
LANDSCAPING MAINTENANCE SERVICES
CITY OF HOLLY HILL

To All Plan Holders:

The following changes, clarifications and additions are hereby made part of the **RFP 22-BG-13** for the above request for **LANDSCAPING MAINTENANCE SERVICES** as fully and completely as if the same were fully set forth therein. All required forms (must be included in the submitted proposals and all bids MUST be submitted or your bid may be declared Non-Responsive.

QUESTIONS AND ANSWERS

Q1 For the landscape maintenance services bid it has mulch including in the bid is the number of cubic yards needed in the bid because if everyone doesn't plan on installing the same amount it will make a drastic difference in the cost. After being in business over 25 years mulch seems to be the one thing that will have different amounts in most bids even though they can have specs and everyone should come up with the same amount it never happens and I've not come in lowest price on several government bids from other companies shorting the yards and never heard anything from the municipal on why the number difference but they get the contract for being lowest price.

A1. Cubic yards of mulch areas will not be provided for this bid. Mulch areas are specified as pine bark kept at a depth of 3" - 4".

_____

Signature acknowledges receipt and understanding of this addendum.

_____
Name/Title

_____
Date

Attachment: Exhibit A - RFP 22-BG-13 (2022-R-68 : Landscape Maintenance Contract for City Buildings and Grounds)

PROPOSAL PRICING FORM

RFP 22-BG-13

Landscape Maintenance Services

total
$ 152,200.

LOCATIONS

Facilities

1 City Hall Complex

Mowing $ 14,400. 40 - 42 times annually
Fertilization 2000. 4 times annually (Optional)
Pest Control 2000. 4 times annually (Optional)
Mulching $ 4000. 1 time annually (Optional)

2 YMCA / B&G Club

Mowing $ 14000. 40 - 42 times annually
Fertilization 1500. 4 times annually (Optional)
Pest Control 1500. 4 times annually (Optional)
Mulching $ 2000. 1 time annually (Optional)

3 Station 96

Mowing $ 5200. 40 - 42 times annually
Fertilization 450. 4 times annually (Optional)
Pest Control 450. 4 times annually (Optional)
Mulching $ 500. 1 time annually (Optional)

4 Sica Hall

Mowing $ 6400. 40 - 42 times annually
Mulching $ 800. 1 time annually (Optional)

5 City Hall Annex

Mowing $ 3600. 40 - 42 times annually
Mulching $ 700. 1 time annually (Optional)

Parks

6 Riverside Park

Mowing $ 5400. 40 - 42 times annually
Mulching $ 5000. 1 time annually (Optional)

7 Sunrise Park North

Mowing $ 11200. 40 - 42 times annually
Mulching $ 1200. 1 time annually (Optional)

8 Sunrise Park South

Mowing $ 5400. 40 - 42 times annually

9 Ross Point

Attachment: Exhibit B - ABC Express Lawn Care Proposal (2022-R-68 : Landscape Maintenance Contract for City Buildings and Grounds)

		Mowing $	4000.	40 - 42 times annually
10	Riviera Oaks Dog Park			
		Mowing $	9000.	40 - 42 times annually
		Mulching $	700.	1 time annually (Optional)
11	Grove Avenue Park			
		Mowing $	1400.	40 - 42 times annually
Stormwater				
12	Centennial Park			
		Mowing $	12600.	40 - 42 times annually
13	Hallman Pond			
		Mowing $	6400	40 - 42 times annually
14	7th Street Park			
		Mowing $	6400.	40 - 42 times annually
15	Shirley Heyman Park			
		Mowing $	4000.	40 - 42 times annually
Community Redevelopment Agency				
16	Pictona Complex			
		Mowing $	15000.	40 - 42 times annually
		Mulching $	1800.	1 time annually (Optional)
		Fertilization $	800	4 Times Annually (Optional)
		Pest Control $	800	4 Times Annually (Optional)
17	Vacant Land			
		Trimming $	1600.	40-42 times annually

Please provide a detailed description of all costs associated with the process:

Bid prices must include all freight charges and delivery charges for any and all material delivered to the work sight. Prices to be per scope of services in bid and as outlined in Exhibit A and Exhibit B. Prices are to be annualized. Payments are to be made monthly.

THE ABOVE AMOUNTS INCLUDE SALARY COST, FRINGE BENEFITS, OVERHEAD, OPERATING MARGIN AND PROFIT, AND ALL DIRECT AND INDIRECT EXPENSES.

PLEASE INCLUDE ABOVE ANY OTHER POTENTIAL ADDITIONAL SERVICES THAT MAY BE REQUIRED AND ASSOCIATED COSTS. N/A

David Doyle
Authorized Signature

David Doyle-owner president
Printed Name & Title

167 West Highbanks Road
Address

DeBary Florida 32713
City, State, Zip Code

Attachment: Exhibit B - ABC Express Lawn Care Proposal (2022-R-68 : Landscape Maintenance Contract for City Buildings and Grounds)

PROPOSER CHECK LIST

IMPORTANT: Please read carefully, sign in the spaces indicated and return with your Qualification.
Proposer should check off each of the following items as the necessary action is completed:

- ☐ The standard contract/ agreement has been signed and included.
- ☐ All applicable forms have been signed and included
- ☐ All information as requested in the Proposer's Qualification Form is included.
- ☐ Any addenda have been signed and included.
- ☐ The mailing envelope has been addressed to:

CITY CLERK
City of Holly Hill
1065 Ridgewood
Ave.
Holly Hill, Florida 32117

- ☐ The **mailing envelope must be sealed and marked** with Qualification Number **"RFP 22-BG-13",** Proposal Title **"Landscape Maintenance Services" and Due Date "August 9th, 2022 @ 10:00 am"**.
- ☐ The Proposals will be mailed or delivered in time to be received no later than the specified due date and time. (Otherwise Proposals cannot be considered.)

ALL COURIER-DELIVERED PROPOSALS MUST HAVE THE RFP NUMBER AND PROPOSAL NAME ON THE OUTSIDE OF THE COURIER PACKET

ABC Express Lawn Care, LLC.
Company

* _____
Authorized Signature

David M. Doyle / owner
Printed Name & Title

167 W. Highbanks Rd.
Address

Debary, FL. 32713
City, State, Zip Code

(386)216-3998
Telephone No.

Attachment: Exhibit B - ABC Express Lawn Care Proposal (2022-R-68 : Landscape Maintenance Contract for City Buildings and Grounds)

abcexpresslawncare@gmail.com
Email

(386)753-1983
Fax No.

VENDOR SERVICES AGREEMENT
Landscape Maintenance Services
RFP 22-BG-13

THIS AGREEMENT is made and entered into this 8 day of Aug, 2022, by and between ABC Express Lawn Care LLC, duly authorized to conduct business in the State of Florida and whose address is 167 west Highbanks Rd DeBary, hereinafter, called "CONTRACTOR" and the **CITY OF HOLLY HILL**, a political subdivision of the State of Florida, whose address is 1065 Ridgewood Ave, Holly Hill, FL 32117, hereinafter called "CITY".

SECTION 1. AGREEMENT. The terms of this Agreement, together with the incorporation of the terms and conditions of the Request for Proposal **(RFP 22-BG-13)**, and any exhibits, schedules and attachments hereto, and any and all amendments relating to same, and any and all submittals from CONTRACTOR, constitute the entire Agreement between CITY and CONTRACTOR. This Agreement is the final, complete and exclusive expression of the terms and conditions of the parties' Agreement. Any and all prior agreements, representations, negotiations, and understandings made by the parties, oral or written, expressed or implied, are hereby superseded and merged herein.

SECTION 2. TERM OF AGREEMENT. The term of this Agreement shall be for three (3) years from the date of award with two (2) one year extension options. Renewal options may be exercised at the discretion of the City Manager based on performance of the company and adherence to the terms and conditions set forth in the RFP documents. The City Manager retains the sole right to determine whether the renewal option shall be granted.

SECTION 3. COMPENSATION. For Services rendered, the CITY shall pay the CONTRACTOR a lump-sum fee, including or excluding reimbursable expenses as mutually agreed upon. Unless otherwise agreed in a Scope of Services, the CONTRACTOR will invoice the City monthly based upon the CONTRACTOR's estimate of the portion of the total Services actually completed at the time of billing.

SECTION 4. NOTICES. Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered or certified United States mail, return receipts requested, addressed to the party for whom it is intended at the place last specified. The place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

For City:
Valerie Manning, City Clerk
City of Holly Hill
1065 Ridgewood Ave.
Holly Hill, FL 32117
(386)248-9441

For Contractor:
David M. Doyle, owner (Name, Title)
ABC Express Lawn Care LLC. (Company)
167 W. Highbanks Rd. (Address)
DeBary, FL. 32713 (City, State, Zip)
(386)216-2998 (Phone)

Attachment: Exhibit B - ABC Express Lawn Care Proposal (2022-R-68 : Landscape Maintenance Contract for City Buildings and Grounds)

CONFLICT OF INTEREST AFFIDAVIT

By the signature below, the firm (employees, officers and/or agents) certifies, and hereby discloses, that, to the best of their knowledge and belief, all relevant facts concerning past, present, or currently planned interest or activity (financial, contractual, organizational, or otherwise) which relates to the proposed work; and bear on whether the firm (employees, officers and/or agents) has a possible conflict have been fully disclosed.

Additionally, the firm (employees, officers and/or agents) agrees to immediately notify in writing the Finance Director, or designee, if any actual or potential conflict of interest arises during the contract and/or project duration.

ABC Express Lawn Care LLC
Company

167 West Highbanks Road
Address

Authorized Signature

DeBary Fl. 32713
City, State, Zip Code

David Doyle owner
Printed Name & Title

386 216 3998
Telephone No.

abcexpress Lawncare@gmail.com
Email

386 753-1983
Fax No.

State of_____)
City of_____)

SUBSCRIBED AND SWORN to before me this____day of_____, 20____, by _____, who is personally known to me to be the _____ for the Firm, OR who produced the following identification:_____.

_____

Notary Public

My Commission Expires: _____

Attachment: Exhibit B - ABC Express Lawn Care Proposal (2022-R-68 : Landscape Maintenance Contract for City Buildings and Grounds)

WELLS FARGO

Jurat Certificate

State of Florida

County of Volusia

Sworn to (or affirmed) and subscribed before me this 8th day

of August, 20 22, by means of ☑ physical presence or ☐ online notarization

David Matthew Doyle (name of person making statement).

☐ Personally known to me

☑ Produced Identification
Type of Identification Produced Florida Driver License

Notary Signature

Title Notary Public

My appointment expires Nov. 15, 2024

Place Seal Here

PRISCILLA LEBEL
NOTARY
My Comm. Expires
November 15, 2024
No. HH 63769
PUBLIC
STATE OF FLORIDA

Description of Attached document

Type or Title of Document
Conflict of Interest Affidavit

Document Date
Aug 8, 2022

Number of Pages
ONE

Signer(s) Other Than Named Above
N/A

© 2021 Wells Fargo Bank, N.A. All rights reserved.
DSG3018FL/595500 (Rev 03 - 4/21)

Attachment: Exhibit B - ABC Express Lawn Care Proposal (2022-R-68 : Landscape Maintenance Contract for City Buildings and Grounds)

PROPOSERS QUALIFICATION FORM

LIST MAJOR WORK PRESENTLY UNDER CONTRACT:

% Completed	Project	Contract Amount
80%	County of Volusia	$ 330,000
99%	Landscape for Holly Hill	$ 122,000
100%	John Maier Real Estate	$ 30,000

LIST CURRENT PROJECTS ON WHICH YOUR FIRM IS THE CANDIDATE FOR AWARD:

N/A

OTHER INFORMATION ABOUT PROJECTS:
ABC Express has worked for Volusia County for approximately 22 years.

Have you, at any time, failed to complete a project? ☐ Yes ☒ No

STATEMENT OF LITIGATION:

Are there any judgments, claims or suits pending or outstanding by or against you?
☐ Yes ☒ No

If the answer to either question is yes, submit details on separate sheet. List all lawsuits that have been filed by or against your firm in the last five (5) years:

Attachment: Exhibit B - ABC Express Lawn Care Proposal (2022-R-68 : Landscape Maintenance Contract for City Buildings and Grounds)

FEES:

List total fees for work done on all City projects in the past five (5) years, whether as an individual firm or as part of a joint venture. **Fees must be listed individually by contract or project and then summarized as a total dollar amount.** Attach additional page if necessary.

$ 0 **Total Fees for work done on all City projects**

Attachment: Exhibit B - ABC Express Lawn Care Proposal (2022-R-68 : Landscape Maintenance Contract for City Buildings and Grounds)

REFERENCES:
Bank(s) Maintaining Account(s): Ameris Bank - 30 42000186 Business

Ameris Bank - 3124053087 Business Money Market

Surety/Underwriter: (if required)_____

Other References: (Use additional sheets if necessary)

TYPE OF FIRM:

☒ Corporation/Years in Business: 19. If firm is a corporation, please list state in which it is incorporated: Florida. If firm is a corporation, by signing this form, Proposer certifies that the firm is authorized to do business in the State of Florida.
☐ Partnership/Years in Business: _____
☒ Sole Proprietorship/Years in Business: 4
☐ Other: Please list: _____ _____

Pursuant to information for prospective Proposers for the above-mentioned proposed project, the undersigned is submitting the information as required with the understanding that it is only to assist in determining the proposals of the organization to perform the type and magnitude of work intended, and further, guarantee the truth and accuracy of all statements herein made. We will accept your determination of proposals without prejudice.

ABC Express Lawn Care LLC
Company Address City, State Zip code
167 West Highbanks Rd
Debary Fl. 32713

* _____
Authorized Signature

Attachment: Exhibit B - ABC Express Lawn Care Proposal (2022-R-68 : Landscape Maintenance Contract for City Buildings and Grounds)

INSURANCE REQUIREMENTS
(Continued)

☒ 9. The City of Holly Hill shall be named as the Certificate Holder. NOTE--The "Certificate Holder" should read as follows:

City of Holly Hill
1065 Ridgewood Ave.
Holly Hill, Florida

No City Division, Department, or individual name should appear on the Certificate. No other format will be acceptable.

☒ 10. **Thirty (30) Days Cancellation Notice** required.

☒ 11. The Certificate must state the **RFP 22-BG-13** and **Landscape Maintenance Services**

==========

PROPOSER'S AND INSURANCE AGENT'S STATEMENT:

We understand the insurance requirements of these specifications and that the evidence of insurability may be required within five (5) days of the award of **RFP**.

ABC Express Lawn Care, LLC.
Company

*
Authorized Signature

David M. Doyle / owner
Printed Name & Title

abcexpresslawncare@gmail.com
Email

Allstate Insurance: Kemy Ravi
Insurance Agency

Kemy Ravi
Signature of Proposer's Agent

5889 S. Williamson Blvd. Ste #214
Port Orange, FL. 32128
(386) 767-0122

1107 W. Highbanks Rd.
Address

Debary, FL. 32713
City, State, Zip Code

(386) 214-3998
Telephone No.

(386) 753-1983
Fax No.

Attachment: Exhibit B - ABC Express Lawn Care Proposal (2022-R-68 : Landscape Maintenance Contract for City Buildings and Grounds)

DRUG-FREE WORKPLACE PROGRAM CERTIFICATION

Preference to businesses with drug-free workplace programs. -- Whenever two or more bids, proposals, or replies that are equal with respect to price, quality, and service are received by the state or by any political subdivision for the procurement of commodities or contractual services, a bid, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

(1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

(2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug- free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

(3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

(4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 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 this section.

Does the individual responding to this solicitation certify that their firm has implemented a drug-free workplace program in accordance with the provision of Section 287.087, Florida Statues, as stated above?

☑ **Yes**
☐ **No**

ABC Express Lawn Care, LLC.
Company

Authorized Signature

David M. Doyle / owner
Printed Name & Title

abcexpresslawncare@gmail.com
Email

167 W. Highbanks Rd.
Address

DeBary, FL 32713
City, State, Zip Code

(786) 214-3998
Telephone No.

(786) 753-1983
Fax No.

Attachment: Exhibit B - ABC Express Lawn Care Proposal (2022-R-68 : Landscape Maintenance Contract for City Buildings and Grounds)

NON-COLLUSION AFFIDAVIT OF PRIME QUALIFIER

State of Florida

County of Volusia

David Doyle, being first duly sworn, deposes and says that:

He/she is owner of ABC Express Lawn Care LLC, Proposer that has submitted the attached Qualification;

He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;

Neither the said Proposer nor any of its officers, partners, owners, agent representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer, firm or person, to fix the price or prices in the attached Qualification or of any other Proposer, or to fix any overhead, profit or cost element of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the CITY OF HOLLY HILL.

The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

ABC Express Lawn Care, LLC.	1167 W. Highbanks Rd.
Company	Address
ABC Express Lawn Care, LLC.	DeBary, FL. 32713
* Authorized Signature	City, State, Zip Code
	(386)216-3998
Printed Name & Title	Telephone No.
David M. Doyle / owner	
Email	Fax No.

Subscribed and sworn to before me this__day of_____, 20__.

_____

_____

Title

My Commission Expires: _____

Attachment: Exhibit B - ABC Express Lawn Care Proposal (2022-R-68 : Landscape Maintenance Contract for City Buildings and Grounds)

WELLS FARGO

Jurat Certificate

State of Florida

County of Volusia

Sworn to (or affirmed) and subscribed before me this 8th day

of August, 20 22, by means of ☑ physical presence or ☐ online notarization

David Matthew Doyle (name of person making statement).

☐ Personally known to me

☑ Produced Identification
Type of Identification Produced Florida Driver License

Notary Signature

Title Notary Public

My appointment expires Nov. 15, 2024

Place Seal Here

PRISCILLA LEBEL
NOTARY
My Comm. Expires
November 15, 2024
No. HH 63769
PUBLIC
STATE OF FLORIDA

Description of Attached document

Type or Title of Document
Non-Collusion Affidavit of Prime Qualifier

Document Date
Aug 8, 2022

Number of Pages
ONE

Signer(s) Other Than Named Above
N/A

© 2021 Wells Fargo Bank, N.A. All rights reserved.
DSG3018FL/595500 (Rev 03 - 4/21)

Attachment: Exhibit B - ABC Express Lawn Care Proposal (2022-R-68 : Landscape Maintenance Contract for City Buildings and Grounds)

ACKNOWLEDGEMENTS

RFP 22-BG-13 Landscape Maintenance Services

To: City of Holly Hill
1065 Ridgewood Ave
Holly Hill, FL 32117

From : Insert Information
"Contractor"

The Contractor agrees to provide LANDSCAPE MAINTENANCE SERVICES as defined in this Request for Proposals document and in accordance with the requirements of the specifications and related work authorizations/contract documents.

The undersigned Contractor has carefully examined the RFP requirements and related contract documents and is familiar with the nature and extent of the work and any local conditions that may in any manner affect the work to be done.

The undersigned agrees to provide the LANDSCAPE MAINTENANCE SERVICES called for by the RFP documents, in the manner prescribed therein and to the standards of quality and performance established by the City for the quality of service quoted.

The undersigned agrees to the right of the City to hold the Request for Proposals submittals and guarantees the future related proposals for a period not to exceed one hundred eighty (180) days from the effective date of the contract term.

The undersigned accepts the invoicing and payment policies specified in the RFP.

Upon award of this RFP, the City and Contractor each binds himself, itself, or herself, its partners, successors, assigns, and legal representatives to the other party hereto in respect to all covenants, agreements, and obligations contained in the RFP Documents.

The RFP Document constitutes the entire agreement between City and Contractor and may only be altered, amended, or repealed by a Change Order or a written amendment.

The Contractor, by signing these RFP Submittal pages, acknowledges and agrees to abide by all the terms, conditions, and specifications contained in this RFP Document.

Contractor shall guarantee the LANDSCAPE MAINTENANCE SERVICES within n/a calendar days from receipt of Purchase Order or Work Authorization / Notice to Proceed.

Dated this 8 day of aug (Month), 2022 (Year)

Attachment: Exhibit B - ABC Express Lawn Care Proposal (2022-R-68 : Landscape Maintenance Contract for City Buildings and Grounds)

Company Name: ABC Express Lawn Care, LLC.

Authorized representative (printed): David M. Doyle

* Authorized representative (signature): [signature]

Project Number: RFP 22-BG-13 Date: 08/07/2022

Attachment: Exhibit B - ABC Express Lawn Care Proposal (2022-R-68 : Landscape Maintenance Contract for City Buildings and Grounds)

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. THIS SWORN STATEMENT IS SUBMITTED TO City of Holly Hill

by David M. Doyle Owner/President
(Print Individual's Name and Title)

for City of Holly Hill
(Print Name of Entity Submitting Sworn Statement)

whose business is ABC Express Lawn Care, LLC.

and (if applicable) its Federal Employer Identification Number (FEIN) is 51-0489050

2. I understand that a "public entity crime" as defined in Paragraph 287.133 (1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

   a. A predecessor or successor of a person convicted of a public entity crime; or

   b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provisions 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.

Attachment: Exhibit B - ABC Express Lawn Care Proposal (2022-R-68 : Landscape Maintenance Contract for City Buildings and Grounds)

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies).

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, nor any affiliates of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in 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 CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR A CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

* _____
(Signature)

Sworn and subscribed before me this_____day of_____, 2019.

Personally known_____ _____
(Notary)

OR produced identification_____ Notary Public State of_____

_____ My commission expires:_____
(Type of Identification)

Attachment: Exhibit B - ABC Express Lawn Care Proposal (2022-R-68 : Landscape Maintenance Contract for City Buildings and Grounds)

WELLS FARGO

Jurat Certificate

State of Florida

County of Volusia

Sworn to (or affirmed) and subscribed before me this 8th day

of August, 20 22, by means of ☑ physical presence or ☐ online notarization

David Matthew Doyle (name of person making statement).

☐ Personally known to me

☑ Produced Identification
Type of Identification Produced Florida Driver License

Notary Signature

Title Notary Public

My appointment expires Nov. 15, 2024

Place Seal Here

PRISCILLA LEBEL
NOTARY
My Comm. Expires
November 15, 2024
No. HH 63769
PUBLIC
STATE OF FLORIDA

Description of Attached document

Type or Title of Document

Sworn Statement Pursuant to Section 287.133(3)(A) on Public Entity Cri S

Document Date

Aug 8, 2022

Number of Pages

ONE

Signer(s) Other Than Named Above

N/A

© 2021 Wells Fargo Bank, N.A. All rights reserved.
DSG3018FL/595500 (Rev 03 - 4/21)

Attachment: Exhibit B - ABC Express Lawn Care Proposal (2022-R-68 : Landscape Maintenance Contract for City Buildings and Grounds)

VENDOR INFORMATION

Vendor is:
(✓) Corporation
( ) Partnership
( ) Sole Proprietorship
( ) Other_____(Explain)

Federal Employer Identification Number: 51-0489050

Firm Name: ABC Express Lawn Care, LLC.

Mailing Address: 107 W. Highbanks Rd. DeBary, FL. 32713

Telephone No.: (386) 216-3998 Fax No.: (386) 753-1983

Email Address: abcexpresslawncare@gmail.com Web Address:_____

If remittance address is different from the mailing address so indicate below.

Firm Name: _____

Remittance Address: _____

_____

_____

Submitted by: _____

Name & Title Printed: _____

Attachment: Exhibit B - ABC Express Lawn Care Proposal (2022-R-68 : Landscape Maintenance Contract for City Buildings and Grounds)

Affidavit of E-Verify Requirements Compliance

RFP 22-BG-13 Landscape Maintenance Services

The Consultant/Contractor agrees to comply with Section 448.093, Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 448.093, Florida Statutes.

1. The Consultant/Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Consultant/Contractor during the term of the Agreement and shall expressly require any subcontractors performing work or providing services pursuant to the Agreement to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subconsultant/subcontractor during the Agreement term.

2. That the Consultant/Contractor understands and agrees that its failure to comply with the verification requirements as set forth herein or its failure to ensure that all employees and subconsultant/subcontractors performing work under this Agreement are legally authorized to work in the United States and the State of Florida constitute a breach of this Agreement for which the City may immediately terminate the Agreement without notice and without penalty. The Consultant/Contractor further understands and agrees that in the event of such termination, the Consultant/Contractor shall be liable to the City for any costs incurred by the City as a result of the Consultant's/Contractor's breach

Consultant/Contractor shall execute and return the Affidavit of E-Verify Requirements Compliance to City. IN WITNESS WHEREOF, the parties have made and executed this Agreement for the purposes stated above.

ABC Express Lawn Care, LLC.

Consultant/Contractor Name and Address
107 W. Highbanks Rd.
Debary, FL. 32713

*

Signature

David M. Doyle owner/president

Name and Title

Attachment: Exhibit B - ABC Express Lawn Care Proposal (2022-R-68 : Landscape Maintenance Contract for City Buildings and Grounds)

ABC Express Lawn Care, LLC.
Company

(386) 216-3998
Telephone No.

08/07/2022
Date

abcexpresslawncare@gmail.com
Email Address.

Attachment: Exhibit B - ABC Express Lawn Care Proposal (2022-R-68 : Landscape Maintenance Contract for City Buildings and Grounds)

Form **W-9**
(Rev. October 2007)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

Print or type See Specific Instructions on page 2.

Name (as shown on your income tax return)
David Doyle

Business name, if different from above
ABC Express Lawn Care LLC

Check appropriate box: ☐ Individual/Sole proprietor ☒ Corporation ☐ Partnership
☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶
☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)
167 West Highbanks Road

Requester's name and address (optional)

City, state, and ZIP code
DeBary Florida 32713

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 your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
: :

or

Employer identification number
51 : 0489050

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).

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 on page 4.

Sign Here Signature of U.S. person ▶ [signature] Date ▶ 8.7.2023

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

Attachment: Exhibit B - ABC Express Lawn Care Proposal (2022-R-68 : Landscape Maintenance Contract for City Buildings and Grounds)

INSURANCE REQUIREMENTS

INSURANCE TYPE	REQUIRED LIMITS
☒ 1. Worker's Compensation	Statutory Limits of Florida Statutes, Chapter 440 and all Federal Government Statutory Limits and Requirements.
☒ 2. Commercial General Liability (Occurrence Form) patterned after the current I.S.O form with no limiting endorsements.	Bodily Injury & Property Damage **$1,000,000** single limit per occurrence

☒ 3. Indemnification: To the maximum extent permitted by Florida law, the Contractor/Vendor/Consultant shall indemnify and hold harmless the City of Holly Hill, its officers and employees from any and all liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees and paralegals' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor/Vendor/Consultant or anyone employed or utilized by the Contractor/Vendor/Consultant in the performance of this Agreement. This indemnification obligation shall not be construed to negate, abridge or reduce any other rights or remedies which otherwise may be available to an indemnified party or person described in this paragraph.

This section does not pertain to any incident arising from the sole negligence of the City of Holly Hill.

☒ 4. Automobile Liability	$ **500,000** Each Occurrence Owned/Non-owned/Hired Automobile Included
☒ 5. Other Insurance as indicated below: Errors and Omissions or Professional Malpractice Coverage	$ 1,000,000 Per Occurrence

☐ 6. Aircraft Liability $1,000,000 each occurrence combined single limit for bodily injury liability and property damage liability.

☒ 7. Contractor shall ensure that all subcontractors comply with the same insurance requirements that he is required to meet. The same Contractor shall provide City with certificates of insurance meeting the required insurance provisions.

☒ 8. The City of Holly Hill must be named as "**ADDITIONAL INSURED**" on the Insurance Certificate for Commercial General Liability where required.

Attachment: Exhibit B - ABC Express Lawn Care Proposal (2022-R-68 : Landscape Maintenance Contract for City Buildings and Grounds)

SECTION 5. RIGHTS AT LAW RETAINED. The rights and remedies of CITY, provided for under this Agreement, are in addition and supplemental to any other rights and remedies provided by law.

SECTION 6. CONTROLLING LAW, VENUE, ATTORNEY'S FEES. This Agreement is to be governed, construed, and interpreted by, through and under the laws of Florida. Venue for any litigation between the parties to this Agreement shall be in the County of Volusia, Florida and any trial shall be non-jury. The prevailing party in any litigation arising from or related to this Agreement shall be reimbursed reasonable attorney fees and costs, including all fees and costs of an appeal.

SECTION 7. MODIFICATIONS TO AGREEMENT. This Agreement and any exhibits, amendments and schedules may only be amended, supplemented, modified or canceled by a written instrument duly executed by the parties hereto of equal dignity herewith.

SECTION 8. SEVERABILITY. If, during the term of this Agreement, it is found that a specific clause or condition of this Agreement is illegal under federal or state law, the remainder of the Agreement not affected by such a ruling shall remain in force and effect.

SECTION 9. WAIVER OF JURY TRIAL. THE CITY AND CONSULTANT HAVE SPECIFICALLY WAIVED THE RIGHT TO A JURY TRIAL CONCERNNG ANY DISPUTES WHICH MAY ARISE CONCERNING THIS AGREEMENT.

SECTION 10. NON-WAIVER. No indulgence, waiver, election or non-election by CITY under this Agreement shall affect CONSULTANT's duties and obligations hereunder.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date written above for execution by CITY.

WITNESSES:

_____

CITY OF HOLLY HILL

_____
Joseph Forte, City Manager

Dated: _____

WITNESSES:

_____

_____

FIRMS
By: _____
_____, _____

Dated:_____

Attachments: A. RFP 22-BG-13
B. Firm Response to RFP

Approved by the City Commission of the City of Holly Hill at a meeting held on this _____ day of_____, 2022 under Agenda Item No._____.

Attachment: Exhibit B - ABC Express Lawn Care Proposal (2022-R-68 : Landscape Maintenance Contract for City Buildings and Grounds)

DECLARATION STATEMENT

City of Holly Hill
1065 Ridgewood Ave.
Holly Hill, FL 32117

RE: RFP NO. 22-BG-13 "Landscape Maintenance Services"

Dear Mayor and Commission Members:

The undersigned, as Proposer (herein used in the masculine, singular, irrespective of actual gender and number) declares that he is the only person interested in this Proposal or in the contract to which this Proposal pertains, and that this Proposal is made without connection or arrangement with any other person and this Proposal is in every respect fair and made in good faith, without collusion or fraud.

The Proposer further declares that he has complied in every respect with all the Instructions to Proposers issued prior to the opening of Proposals, and that he has satisfied himself fully relative to all matters and conditions with respect to the general condition of the contract to which the Proposal pertains.

The Proposer puts forth and agrees to commence negotiations, in accordance with the Federal 40 USC Title 1101-1104 (Brooks Act) and F.S. 287.055(5), and execute an appropriate City document for the purpose of establishing a formal contractual relationship between him, and the City for the performance of all requirements to which the Proposal pertains. The Proposer states that the Proposal is based upon the Proposal documents listed in **RFP #22-BG-13.**

IN WITNESS WHEREOF, WE have hereunto subscribed our names on this____ day of_____, 20__ in the City of_____, in the State of_____.

ABC Express Lawn Care, LLC.
Company

* _____
Authorized Signature

147 W. Highbanks Rd.
Address

Debary, FL. 32713
City, State, Zip Code

Attachment: Exhibit B - ABC Express Lawn Care Proposal (2022-R-68 : Landscape Maintenance Contract for City Buildings and Grounds)

INDIVIDUAL, FIRM, CORPORATION, LIMITED LIABILITY, PARTNERSHIP, OR OTHER FORM OF ENTITY

By: _____ / David M. Doyle
(Signature) (Print name)

Address: _____

_____

_____

Telephone: (___)_____Fax: (_____) _____

Taxpayer Identification Number (TIN): _____

CORPORATION

By: _____ / David Doyle
(Signature) (Print name)

Address: _____

_____

_____

Telephone: (386) 216-3998 Fax: (386) 753-1983

Taxpayer Identification Number (TIN/EIN): 51-0489050

State Under Which Corporation Was Chartered:
Florida

Corporate President: _____
(Print Name)

Corporate Secretary: N/A
(Print Name)

Attachment: Exhibit B - ABC Express Lawn Care Proposal (2022-R-68 : Landscape Maintenance Contract for City Buildings and Grounds)

Corporate Treasurer: _____
(Print Name)

CORPORATE SEAL

Attest By: _____ N/A
_____
Secretary

Signature:_____**Date:** _____

Attachment: Exhibit B - ABC Express Lawn Care Proposal (2022-R-68 : Landscape Maintenance Contract for City Buildings and Grounds)

Employees / Staff

David Doyle
Matthew Dornberg
Dylan Fulgham
Edder Rebollar
Sharon Doyle

Years in Business

Since 1999

Equipment / Trucks / Trailers

5- Turf Tiger II - Zero Turn 61"
3- Toro - Zero Turn 60"
8- Echo / Shindawdi Weedeaters
4- Stihl Edgers
2- Shindawdi Blowers
2- Echo Blowers
2- Echo Hedgers
1- Wonder Blower
4- Herbicide Sprayers
2- Hurricance X-3 Toro Stand up Blowers
2- 20ft Open Trailers
1- 24ft Enclosed Trailer
1- Ford 350 Truck
2- Chevy 3500 Trucks

Attachment: Exhibit B - ABC Express Lawn Care Proposal (2022-R-68 : Landscape Maintenance Contract for City Buildings and Grounds)

ADDENDUM NUMBER 1
RFP 22-BG-13
LANDSCAPE MAINTENANCE SERVICES
CITY OF HOLLY HILL

To All Plan Holders:

The following changes, clarifications and additions are hereby made part of the **RFP 22-BG-13** for the above request for **LANDSCAPE MAINTENANCE SERVICES** as fully and completely as if the same were fully set forth therein. All required forms (must be included in the submitted proposals and all bids MUST be submitted or your bid may be declared Non-Responsive.

QUESTIONS AND ANSWERS

Q1 What is the current contract amount?

A1. **121,970.**

Q2 Do you have a proposed budget for the monthly landscape services as well as palm trimming, crape myrtle, and annual mulch?

A2. There is a total of $185,000 in the proposed budget for FY2022/2023 for landscaping services of City buildings and grounds

Q3 Would the City of Holly Hill be agreeable to our usage of robotic mowers on these properties?

A3. The work to be done includes edging, trimming, pest/weed control, mulching, etc. In addition, the areas are open to the public when work is performed. As such, on site staff/equipment operators will be required.

Q4 Who is the current contractor and do you have the results of the last BID and what the current contract pricing is

A4. The current contractor is ABC Express Lawn Care. Their current contract is for $121,970 annually, which reflects the current work to be performed. This is a slight increase from the original bids submitted due to an increase to the scope of work. Complete bids submitted by three contractors can be found on the Holly Hill website under the September 25, 2018 agenda at the following link: https://www.hollyhillfl.org/cityclerk/page/city-holly-hill-florida-meetings

Signature acknowledges receipt and understanding of this addendum.

David M. Doyle owner/president
Name/Title

08/07/2022
Date

Attachment: Exhibit B - ABC Express Lawn Care Proposal (2022-R-68 : Landscape Maintenance Contract for City Buildings and Grounds)

PROPOSAL PRICING FORM
RFP 18-PW-04
LANDSCAPE MAINTENANCE SERVICES

LOCATIONS

Facilities

1 City Hall Complex

Mowing $ 300.00 — 40 - 42 times annually
Fertilization 400 — 4 times annually (Optional)
Pest Control 450 — 4 times annually (Optional)
Mulching $ 1000 — 1 time annually (Optional)

2 YMCA / B&G Club

Mowing $ 350 — 40 - 42 times annually
Fertilization 400 — 4 times annually (Optional)
Pest Control 450 — 4 times annually (Optional)
Mulching $ 1000 — 1 time annually (Optional)

3 Station 96

Mowing $ 350 — 40 - 42 times annually
Fertilization 400 — 4 times annually (Optional)
Pest Control 450 — 4 times annually (Optional)
Mulching $ 1000 — 1 time annually (Optional)

4 Sica Hall

Mowing $ 350 — 40 - 42 times annually
Mulching $ 1000 — 1 time annually (Optional)

5 City Hall Annex

Mowing $ 350 — 40 - 42 times annually
Mulching $ 1000 — 1 time annually (Optional)

Parks

6 Riverside Park

Mowing $ 600 — 40 - 42 times annually
Mulching $ 1000 — 1 time annually (Optional)

7 Sunrise Park North

Mowing $ 400 — 40 - 42 times annually
Mulching $ 1000 — 1 time annually (Optional)

8 Sunrise Park South

Mowing $ 400 — 40 - 42 times annually

9 Ross Point

Mowing $ 550 — 40 - 42 times annually

Attachment: Exhibit B - ABC Express Lawn Care Proposal (2022-R-68 : Landscape Maintenance Contract for City Buildings and Grounds)

10 Riviera Oaks Dog Park

Mowing $ 550 40 - 42 times annually

Mulching $ 1000 1 time annually (Optional)

11 Grove Avenue Park

Mowing $ 550 40 - 42 times annually

12 Hollyland Park

Mowing $ 650 40 - 42 times annually

Stormwater

13 Centennial Park

Mowing $ 550 40 - 42 times annually

14 Hallman Pond

Mowing $ 550 40 - 42 times annually

15 7th Street Park

Mowing $ 550 40 - 42 times annually

16 Shirley Heyman Park

Mowing $ 550 40 - 42 times annually

Community Redevelopment Agency

17 Vacant Land

Mowing $ 400 40 - 42 times annually

Please provide a detailed description of all costs associated with the process:

Bid prices must include all freight charges and delivery charges for any and all material delivered to the work sight. Prices to be per scope of services in bid and as outlined in Exhibit A and Exhibit B. Prices are to be annualized. Payments are to be made monthly.

THE ABOVE AMOUNTS INCLUDE SALARY COST, FRINGE BENEFITS, OVERHEAD, OPERATING MARGIN AND PROFIT, AND ALL DIRECT AND INDIRECT EXPENSES.

PLEASE INCLUDE ABOVE ANY OTHER POTENTIAL ADDITIONAL SERVICES THAT MAY BE REQUIRED AND ASSOCIATED COSTS.

Authorized Signature

Tyler Porter CEO
Printed Name & Title

AOFS LLC
Company

9/1/18
Date

855 Hwy 277
Address

Chipley, Fl. 32428
City, State, Zip Code

850-676-1355
Telephone No.

tporter@aofsllc.com
Email Address.

Attachment: Exhibit B - ABC Express Lawn Care Proposal (2022-R-68 : Landscape Maintenance Contract for City Buildings and Grounds)

PROPOSAL PRICING FORM
RFP 18-PW-04
LANDSCAPE MAINTENANCE SERVICES

LOCATIONS

Facilities

1 City Hall Complex

Bed maintenance clean up fee - $600

$325 Mowing $ 13,000 (40) - 42 times annually
Fertilization 1200 (4) times annually (Optional)
Pest Control 1200 (4) times annually (Optional)
Mulching $ 1800 (1) time annually (Optional)

2 YMCA / B&G Club

Bed maintenance clean up fee $ 300

$ 280 Mowing $ 11,200 (40) - 42 times annually
Fertilization 1200 (4) times annually (Optional)
Pest Control 1200 (4) times annually (Optional)
Mulching $ 3000 (1) time annually (Optional)

3 Station 96

$ 100 Mowing $ 4000 (40) - 42 times annually
Fertilization 320 (4) times annually (Optional)
Pest Control 320 (4) times annually (Optional)
Mulching $ 350 (1) time annually (Optional)

4 Sica Hall

$ 115 Mowing $ 4600 (40) - 42 times annually
Mulching $ 350 (1) time annually (Optional)

5 City Hall Annex

$75 Mowing $ 3000 (40) - 42 times annually
Mulching $ 700 (1) time annually (Optional)

Parks

6 Riverside Park

$ 80 Mowing $ 3200 (40) - 42 times annually
Mulching $ 3600 (1) time annually (Optional)

7 Sunrise Park North

$290 Mowing $ 9600 (40) - 42 times annually
Mulching $ 800 (1) time annually (Optional)

8 Sunrise Park South

$ 110 Mowing $ 4400 (40) - 42 times annually

9 Ross Point

$ 75 Mowing $ 3000 (40) - 42 times annually

Attachment: Exhibit B - ABC Express Lawn Care Proposal (2022-R-68 : Landscape Maintenance Contract for City Buildings and Grounds)

10 Riviera Oaks Dog Park

Clean up fee $ 300 $170 Mowing $ 6800 (40) - 42 times annually

~~Mulching $ _____ 1 time annually (Optional)~~

11 Grove Avenue Park

$30 Mowing $ 1200 (40) - 42 times annually

12 Hollyland Park

$180 Mowing $ 7200 (40) - 42 times annually

Stormwater

13 Centennial Park

$280 Mowing $ 11,200 (40) - 42 times annually mulching 1x annually $1

14 Hallman Pond

$120 Mowing $ 4800 (40) - 42 times annually

15 7th Street Park

$140 Mowing $ 5600 (40) - 42 times annually

16 Shirley Heyman Park

$60 Mowing $ 2400 (40) - 42 times annually

Community Redevelopment Agency

17 Vacant Land

$27 Mowing $ 1080 (40) - 42 times annually

Please provide a detailed description of all costs associated with the process:

Bid prices must include all freight charges and delivery charges for any and all material delivered to the work sight. Prices to be per scope of services in bid and as outlined in Exhibit A and Exhibit B. Prices are to be annualized. Payments are to be made monthly.

THE ABOVE AMOUNTS INCLUDE SALARY COST, FRINGE BENEFITS, OVERHEAD, OPERATING MARGIN AND PROFIT, AND ALL DIRECT AND INDIRECT EXPENSES.

PLEASE INCLUDE ABOVE ANY OTHER POTENTIAL ADDITIONAL SERVICES THAT MAY BE REQUIRED AND ASSOCIATED COSTS.

Authorized Signature

David Doyle
Printed Name & Title

ABC Express Lawn Care LLC
Company

8-31-18
Date

495 North Pine Meadow Drive
Address

DeBary Florida 32713
City, State, Zip Code

386-216-3998
Telephone No.

abcexpresslawncare@gmail.com
Email Address.

Attachment: Exhibit B - ABC Express Lawn Care Proposal (2022-R-68 : Landscape Maintenance Contract for City Buildings and Grounds)

PROPOSAL PRICING FORM
RFP 18-PW-04
LANDSCAPE MAINTENANCE SERVICES

LOCATIONS

TOTAL FOR ALL LOCATIONS: $185,442.42

Facilities

1 City Hall Complex

Mowing $ 12,870.00 40 - 42 times annually
Fertilization 3,801.60 4 times annually (Optional)
Pest Control Inc. w/ Fert 4 times annually (Optional)
Mulching $ 664.58 1 time annually (Optional)

2 YMCA / B&G Club

Mowing $ 20,460.00 40 - 42 times annually
Fertilization 4,764.71 4 times annually (Optional)
Pest Control Inc. w/ Fert 4 times annually (Optional)
Mulching $ 586.34 1 time annually (Optional)

3 Station 96

Mowing $ 8,508.00 40 - 42 times annually
Fertilization — 4 times annually (Optional)
Pest Control — 4 times annually (Optional)
Mulching $ 90.63 1 time annually (Optional)

4 Sica Hall

Mowing $ 4,092.00 40 - 42 times annually
Mulching $ 402.78 1 time annually (Optional)

5 City Hall Annex

Mowing $ 3,102.00 40 - 42 times annually
Mulching $ 354.04 1 time annually (Optional)

Parks

6 Riverside Park

Mowing $ 17,952.00 40 - 42 times annually
Mulching $ 2,463.19 1 time annually (Optional)

7 Sunrise Park North

Mowing $ 17,391.00 40 - 42 times annually
Mulching $ 422.92 1 time annually (Optional)

8 Sunrise Park South

Mowing $ 7,920.00 40 - 42 times annually

9 Ross Point

Mowing $ 6,072.00 40 - 42 times annually

Attachment: Exhibit B - ABC Express Lawn Care Proposal (2022-R-68 : Landscape Maintenance Contract for City Buildings and Grounds)

10	Riviera Oaks Dog Park			
		Mowing $	18,744.00	40 - 42 times annually
		Mulching $	—	1 time annually (Optional)
11	Grove Avenue Park			
		Mowing $	2,376.00	40 - 42 times annually
12	Hollyland Park			
		Mowing $	17,754.00	40 - 42 times annually
Stormwater				
13	Centennial Park			
		Mowing $	13,992.00	40 - 42 times annually
14	Hallman Pond			
		Mowing $	5,346.73	40 - 42 times annually
15	7th Street Park			
		Mowing $	8,316.00	40 - 42 times annually
16	Shirley Heyman Park			
		Mowing $	5,676.00	40 - 42 times annually
Community Redevelopment Agency				
17	Vacant Land			
		Mowing $	1,320.00	40 - 42 times annually

Please provide a detailed description of all costs associated with the process:

Bid prices must include all freight charges and delivery charges for any and all material delivered to the work sight. Prices to be per scope of services in bid and as outlined in Exhibit A and Exhibit B. Prices are to be annualized. Payments are to be made monthly.

THE ABOVE AMOUNTS INCLUDE SALARY COST, FRINGE BENEFITS, OVERHEAD, OPERATING MARGIN AND PROFIT, AND ALL DIRECT AND INDIRECT EXPENSES.

PLEASE INCLUDE ABOVE ANY OTHER POTENTIAL ADDITIONAL SERVICES THAT MAY BE REQUIRED AND ASSOCIATED COSTS.

Authorized Signature

T.J. McNitt Owner
Printed Name & Title

Verdego
Company

9/4/18
Date

3335 N. State Street
Address

Bunnell, FL 32110
City, State, Zip Code

386-437-3122
Telephone No.

TMcNitt@verdego.com
Email Address.

Attachment: Exhibit B - ABC Express Lawn Care Proposal (2022-R-68 : Landscape Maintenance Contract for City Buildings and Grounds)

ADDENDUM NUMBER 3
RFP 22-BG-13
LANDSCAPING MAINTENANCE SERVICES
CITY OF HOLLY HILL

To All Plan Holders:

The following changes, clarifications and additions are hereby made part of the **RFP 22-BG-13** for the above request for **LANDSCAPING MAINTENANCE SERVICES** as fully and completely as if the same were fully set forth therein. All required forms (must be included in the submitted proposals and all bids MUST be submitted or your bid may be declared Non-Responsive.

QUESTIONS AND ANSWERS

Q1 There is current construction occurring at 'Pictona'. Are bidders to include this currently unopened area on the proposal?

A1. Please do not include the area currently under construction at Pictona. Any landscaping maintenance at this location will be negotiated at a later date.

Signature acknowledges receipt and understanding of this addendum.

David M. Doyle Owner/President
Name/Title

08/07/2022
Date

Attachment: Exhibit B - ABC Express Lawn Care Proposal (2022-R-68 : Landscape Maintenance Contract for City Buildings and Grounds)

ADDENDUM NUMBER 4
RFP 22-BG-13
LANDSCAPING MAINTENANCE SERVICES
CITY OF HOLLY HILL

To All Plan Holders:

The following changes, clarifications and additions are hereby made part of the **RFP 22-BG-13** for the above request for **LANDSCAPING MAINTENANCE SERVICES** as fully and completely as if the same were fully set forth therein. All required forms (must be included in the submitted proposals and all bids MUST be submitted or your bid may be declared Non-Responsive.

QUESTIONS AND ANSWERS

Q1 For the landscape maintenance services bid it has mulch including in the bid is the number of cubic yards needed in the bid because if everyone doesn't plan on installing the same amount it will make a drastic difference in the cost. After being in business over 25 years mulch seems to be the one thing that will have different amounts in most bids even though they can have specs and everyone should come up with the same amount it never happens and I've not come in lowest price on several government bids from other companies shorting the yards and never heard anything from the municipal on why the number difference but they get the contract for being lowest price.

A1. Cubic yards of mulch areas will not be provided for this bid. Mulch areas are specified as pine bark kept at a depth of 3" - 4".

Signature acknowledges receipt and understanding of this addendum.

David M. Doyle owner/President
Name/Title

08/07/2022
Date

Attachment: Exhibit B - ABC Express Lawn Care Proposal (2022-R-68 : Landscape Maintenance Contract for City Buildings and Grounds)

REFERENCES FORM

Provide the business names, contact persons and telephone numbers of four (4) references for which the firm has provided services described in this Qualification for three (3) years or more within the last five (5) years. Include relationships with governmental agencies. It is our intent to contact these references during the evaluation process.

1. Name of Company: Volusia County
   Address: 123 W. Indiana Ave Deland Florida 32720
   Point of Contact: Heidi Ott
   Phone #: 386-626-6626 Email address: hott@volusia.org
   Service(s) Provided: contract supervisor - landscaping
   Dates of Service: Jan 2000 - pressent

2. Name of Company: County of Volusia
   Address: 202 North Florida Ave Deland Florida 32720
   Point of Contact: Phillip Hughes
   Phone #: 386-804-0443 Email address: phughes@volusia..
   Service(s) Provided: Project Coordinator for this landscape contract
   Dates of Service: Jan 2018 to present

3. Name of Company: City of Holly Hill
   Address: 1065 Ridgewood Drive Holly Hill 32117
   Point of Contact: Steven Juengst
   Phone #: 386-248-9463 Email address: sjuengst@holly hill fl.
   Service(s) Provided: landscape contract for Public Works Administrative
   Dates of Service: Sept 2018 to present

4. Name of Company: John Maier Real Estates
   Address: 145 Tulip Drive Meriden Ct + Daytona Beach Fl
   Point of Contact: John Maier
   Phone #: 203-213-2670 Email address: _____

Attachment: Exhibit B - ABC Express Lawn Care Proposal (2022-R-68 : Landscape Maintenance Contract for City Buildings and Grounds)

Service(s) Provided: landscaping project

Dates of Service: July 2016 to August 2020

Attachment: Exhibit B - ABC Express Lawn Care Proposal (2022-R-68 : Landscape Maintenance Contract for City Buildings and Grounds)

From: Michelle Wenninger
mwenninger@allstate.com
Subject: Payment Conformation
Date: Aug 8, 2022 at 5:01:09 PM
To: sdoyle33@cfl.rr.com

Please see paid receipt. Please let me know if you need anyhting additional.
Thank you,
Michelle

Michelle Wenninger
Licensed Sales Professional
T: 386-610-9049
5889 S Williamson Blvd Ste 214
Port Orange, FL 32128

Allstate. you're in good hands®

My Website | My Account | Allstate Mobile

Receipt of Payment

Policy Information

Policy/Quote/Account Nbr: 648824535
Effective Date: 8/9/2022
Line of Business: Commercial Automobile
Insured/Payor Name: DAVID DOYLE
Mailing Address: 167 W HIGHBANKS RD
City: DEBARY
State: FL **Zip Code:** 327132344

Payment Information

Payment Amount: $2,376.00
Payment Method: Credit Card
Payment Confirmation: 9002459799146270
Payment Made Date and Time: 08/08/2022

Attachment: Exhibit B - ABC Express Lawn Care Proposal (2022-R-68 : Landscape Maintenance Contract for City Buildings and Grounds)

Agency Information

Agent Name: GABICO INSURANCE & FINANCIAL SERV
Address: 5889 S WILLIAMSON BLVD STE 214
City: PORT ORANGE
State: FL **Zip Code:** 321286111
Telephone: 3867670122

Attachment: Exhibit B - ABC Express Lawn Care Proposal (2022-R-68 : Landscape Maintenance Contract for City Buildings and Grounds)

TOTAL TAX	$30.00
PREVIOUSLY PAID	$30.00
TOTAL DUE	$0.00

DOYLE DAVID M

ABC EXPRESS LAWN CARE
DOYLE DAVID M
167 W HIGHBANKS RD
DEBARY FL 32713

MOBILE FROM VOLUSIA (MOBILE)
X - OUT OF COUNTY, 00000

PAID: $30.00 0099-01052974 7/14/2022

Tax Collector Scott Randolph **Local Business Tax Receipt** **Orange County, Flori**

This local Business Tax Receipt is in addition to and not in lieu of any other tax required by law or municipal ordinance. Businesses are subject to regulation of zoning, health and o lawful authorities. This receipt is valid from October 1 through September 30 of receipt year. **Delinquent penalty is added October 1.**

2022 **EXPIRES** **9/30/2023**

3125 LAWN CARE $30.00 1 EMPLOYEE

3125-0970217

SCOTT RANDOLPH, TAX COLLECTOR • ORANGE COUNTY, FLORIDA •

TOTAL TAX	$30.00
PREVIOUSLY PAID	$30.00
TOTAL DUE	$0.00

DOYLE DAVID M

ABC EXPRESS LAWN CARE
DOYLE DAVID M
167 W HIGHBANKS RD
DEBARY FL 32713

MOBILE FROM VOLUSIA (MOBILE)
X - OUT OF COUNTY, 00000

PAID: $30.00 0099-01052974 7/14/2022

This receipt is official when validated by the Tax Collector.

Orange County Code requires this local Business Tax Receipt to be displayed conspicuously at the place of business in public view. It is subject to inspection by all duly authorized officers of the County.

octaxcol.com | octaxcol

Attachment: Exhibit B - ABC Express Lawn Care Proposal (2022-R-68 : Landscape Maintenance Contract for City Buildings and Grounds)

Coverage Is Provided In:
The Ohio Casualty Insurance Company

175 Berkeley St., Boston, MA 02116

Policy Number:
BKO (23) 58 73 98 77

Policy Period:
From 08/09/2022 To 08/09/2023
12:01 am Standard Time
at Insured Mailing Location

Commercial General Liability Declarations

Basis: Occurrence

Named Insured	Agent
ABC EXPRESS LAWN CARE "LLC"	(844) 448-6843 NORTHEAST AGENCIES, INC

58739877 001369 290 29 of 34

SUMMARY OF LIMITS AND CHARGES

Commercial General Liability Limits of Insurance

DESCRIPTION	LIMIT
Each Occurrence Limit	1,000,000
Damage To Premises Rented To You Limit (Any One Premises)	200,000
Medical Expense Limit (Any One Person)	15,000
Personal and Advertising Injury Limit	1,000,000
General Aggregate Limit (Other than Products - Completed Operations)	2,000,000
Products - Completed Operations Aggregate Limit	2,000,000

Explanation of Charges

DESCRIPTION	PREMIUM
General Liability Schedule Totals	733.00
Certified Acts of Terrorism Coverage	3.00
FL Insurance Guaranty Association Assessment - A (FIGA)	5.15

Total Advance Charges: *$741.15*

Note: This is not a bill

To report a claim, call your Agent or 1-844-325-2467

Attachment: Exhibit B - ABC Express Lawn Care Proposal (2022-R-68 : Landscape Maintenance Contract for City Buildings and Grounds)

Coverage Is Provided In:
The Ohio Casualty Insurance Company

175 Berkeley St., Boston, MA 02116

Commercial General Liability Declarations Schedule

Policy Number:
BKO (23) 58 73 98 77

Policy Period:
From 08/09/2022 To 08/09/2023
12:01 am Standard Time at Insured Mailing Location

Named Insured

ABC EXPRESS LAWN CARE "LLC"

Agent

(844) 448-6843
NORTHEAST AGENCIES, INC

SUMMARY OF CLASSIFICATIONS - BY LOCATION

0001 157 W Highbanks Rd, Debary, FL 32713-2879
Insured: ABC EXPRESS LAWN CARE "LLC"

CLASSIFICATION - 97047
Landscape Gardening
Products-Completed Operations Are Subject To The General Aggregate Limit.

COVERAGE DESCRIPTION	PREMIUM BASED ON -	Members of LLC or LLP Payroll	RATED / PER 1,000	PREMIUM
Premise/Operations	20,800 Dollars Of Payroll		34.097	$709.00
		Total:		*Included*

CLASSIFICATION - 97047
Landscape Gardening
Products-Completed Operations Are Subject To The General Aggregate Limit.

COVERAGE DESCRIPTION	PREMIUM BASED ON -	Employees Payroll	RATED / PER 1,000	PREMIUM
Premise/Operations	715 Dollars Of Payroll		34.097	$24.00
		Total:		*Included*

Commercial General Liability Schedule Total **$733.00**

To report a claim, call your Agent or 1-844-325-2467

Attachment: Exhibit B - ABC Express Lawn Care Proposal (2022-R-68 : Landscape Maintenance Contract for City Buildings and Grounds)

Coverage Is Provided In:
The Ohio Casualty Insurance Company

175 Berkeley St., Boston, MA 02116

Policy Number:
BKO (23) 58 73 98 77

Policy Period:
From 08/09/2022 To 08/09/2023
12:01 am Standard Time
at Insured Mailing Location

Employee Benefits Liability Declarations

Basis: Claims Made

This insurance does not apply to any negligent act, error, or omission that occurs before the retroactive date **08/09/2015**, if any shown. Read your coverage form carefully.

58739877 001369 290 31 of 34

Named Insured	Agent
ABC EXPRESS LAWN CARE "LLC"	(844) 448-6843 NORTHEAST AGENCIES, INC

SUMMARY OF LIMITS AND CHARGES

Employees Benefits Liability Limits of Insurance

DESCRIPTION	LIMIT
Each Employee Limit	500,000
Aggregate Limit	1,500,000

This Coverage is subject to a $1,000. per claim deductible

Explanation of Charges

DESCRIPTION	PREMIUM
Employee Benefits	79.00
Certified Acts of Terrorism Coverage	.00
FL Insurance Guaranty Association Assessment - A (FIGA)	.55

Total Advance Charges: ***$79.55***

Note: This is not a bill

To report a claim, call your Agent or 1-844-325-2467

Attachment: Exhibit B - ABC Express Lawn Care Proposal (2022-R-68 : Landscape Maintenance Contract for City Buildings and Grounds)

Coverage Is Provided In:
The Ohio Casualty Insurance Company

175 Berkeley St., Boston, MA 02116

Employee Benefits Liability Declarations Schedule

Policy Number:
BKO (23) 58 73 98 77

Policy Period:
From 08/09/2022 To 08/09/2023
12:01 am Standard Time at Insured Mailing Location

Named Insured	Agent
ABC EXPRESS LAWN CARE "LLC"	(844) 448-6843 NORTHEAST AGENCIES, INC

SUMMARY OF CLASSIFICATIONS

Insured: ABC EXPRESS LAWN CARE "LLC"

CLASSIFICATION - 73124
Employee Benefits Liability - Claims Made

COVERAGE DESCRIPTION	PREMIUM BASED ON -	RATED / PER EACH	PREMIUM
Employee Benefits Liability	1 Employee(s)	.464	Included
Minimum Premium Adjustment			$79.00
		Total:	*Included*

Employee Benefits Liability Schedule Total **$79.00**

To report a claim, call your Agent or 1-844-325-2467

Attachment: Exhibit B - ABC Express Lawn Care Proposal (2022-R-68 : Landscape Maintenance Contract for City Buildings and Grounds)

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 22 64 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PESTICIDE OR HERBICIDE APPLICATOR - LIMITED POLLUTION COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVEAGE PART

SCHEDULE

Description Of Operations:

97047 Landscape Gardening

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

With respect to the operations shown in the Schedule, Paragraph **(1)(d)** of Exclusion **f.** of **Section I - Coverage A - Bodily Injury And Property Damage Liability** does not apply if the operations meet all standards of any statute, ordinance, regulation or license requirement of any federal, state or local government which apply to those operations.

© Insurance Services Office, Inc., 2012

Attachment: Exhibit B - ABC Express Lawn Care Proposal (2022-R-68 : Landscape Maintenance Contract for City Buildings and Grounds)

IL 88 39 05 20

FLORIDA AGENT COUNTERSIGNATURE ENDORSEMENT

Policy Number: BKO (23) 58739877

Company: The Ohio Casualty Insurance Company

Named Insured: ABC EXPRESS LAWN CARE "LLC"

This endorsement applies on the policy effective date shown in the Declarations.

Countersigning Agent

© 2020 Liberty Mutual Insurance
Includes copyrighted material of Insurance Services Office, Inc., with its permission.

Attachment: Exhibit B - ABC Express Lawn Care Proposal (2022-R-68 : Landscape Maintenance Contract for City Buildings and Grounds)

Date	File No.	Expires
April 1, 2022	**LC107912**	**March 31, 2023**

THE **COMMERCIAL LANDSCAPE MAINT. HOLDER** NAMED BELOW HAS REGISTERED UNDER THE PROVISIONS OF CHAPTER 482 FOR THE PERIOD EXPIRING: **March 31, 2023**

SHARON R DOYLE
167 W HIGHBANKS RD
DEBARY, FL 32713

Nicole Fried
NICOLE "NIKKI" FRIED, COMMISSIONER

STATE OF FLORIDA
Department of Agriculture and Consumer Services
BUREAU OF LICENSING AND ENFORCEMENT

Date	File No.	Expires
April 1, 2022	**LC107943**	**March 31, 2023**

THE **COMMERCIAL LANDSCAPE MAINT. HOLDER** NAMED BELOW HAS REGISTERED UNDER THE PROVISIONS OF CHAPTER 482 FOR THE PERIOD EXPIRING: **March 31, 2023**

DAVID M DOYLE
167 W HIGHBANKS RD
DEBARY, FL 32713

Nicole Fried
NICOLE "NIKKI" FRIED, COMMISSIONER

Attachment: Exhibit B - ABC Express Lawn Care Proposal (2022-R-68 : Landscape Maintenance Contract for City Buildings and Grounds)

Volusia County
FLORIDA

Treasury & Billing Division
125 W NEW YORK AVE ROOM 120
DELAND, FL 32720
386-943-7085 • FAX 386-943-7086
volusia.org/treasury
treasury@volusia.org

2022 / 2023 Volusia County Business Tax Renewal Notice

The business listed below is registered with Volusia County. The Business Tax for the fiscal year 2023 beginning October 1, 2022 is now due. Before payment, please review all information on this notice for accuracy. If any of the information is incorrect, please visit volusia.org/btr to make changes to your existing account.

Hazardous waste small quantity generators are now required to renotify every four years, visit www.epa.gov/hwgenerators.

Account #: 201311250004 **Business Location:** **167 HIGHBANKS RD**	**Business Name:** ABC EXPRESS LAWN CARE LLC **Owner Name:** DAVID DOYLE **Mailing Address:** 167 W HIGHBANKS RD DEBARY FL 32713

Amounts shown to the right are the base annual tax only. The amounts do not include penalties or delinquent years.

The total due including penalties and delinquent years is listed at the bottom of the page.

BUSINESS TYPE	COUNT	TAX
Business Service	3	$22.00

CK# 3798
$ 22.00
6-30-2027

IF YOUR BUSINESS HAS CLOSED, please fill out the following and return the entire notice to Volusia County.

Date Business Closed _____ Signature of Person Closing Business _____ Current Date _____

Payment can be made online using e-check or credit card at volusia.ptghome.com/excisebt. This service is provided by a third party vendor who charges a service fee. Please note: Receipts are no longer mailed. Once paid you may print your receipt online from volusia.ptghome/excisebt. If you do not have a printer please contact our office listed at the top of this page.

If this business is still active and all of the information above is accurate, please detach and return the stub below with payment in the enclosed envelope. Please make payment to County of Volusia.

Attachment: Exhibit B - ABC Express Lawn Care Proposal (2022-R-68 : Landscape Maintenance Contract for City Buildings and Grounds)

COMPLIANCE WITH THE PUBLIC RECORDS LAW

Upon award recommendation or ten (10) days after opening, submittals 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. The submission of a proposal authorizes release of your firm's credit data to the CITY.

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 in a separate envelope marked accordingly.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT

Valerie Manning, City Clerk
386-248-9441
vmanning@hollyhillfl.org
1065 Ridgewood Ave
Holly Hill, FL 32117

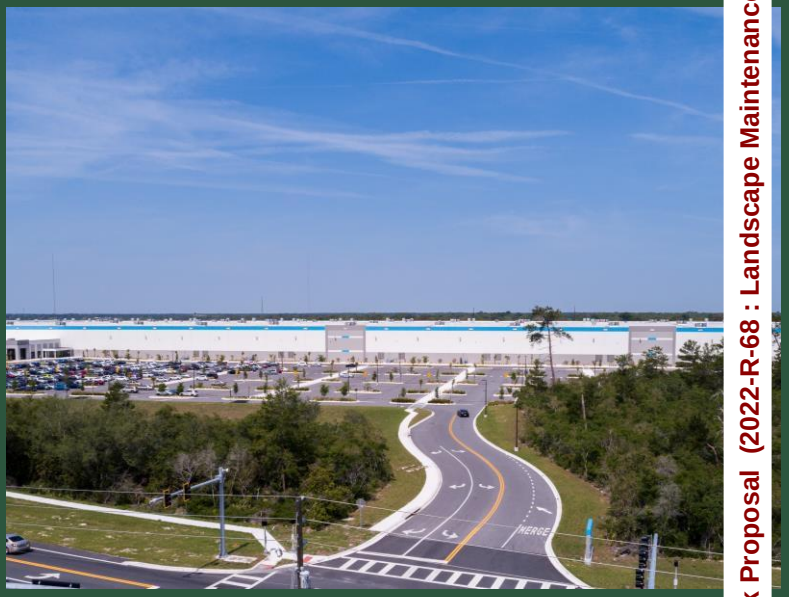
A provision that requires the contractor to comply with public records laws, specifically to:
1. Keep and maintain public records required by the public agency to perform the service.
2. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

By submitting a response to this solicitation, the company agrees to defend the CITY in the event we are forced to litigate the public records status of the company's documents.

Attachment: Exhibit B - ABC Express Lawn Care Proposal (2022-R-68 : Landscape Maintenance Contract for City Buildings and Grounds)

AERO GROUNDTEK

City of Holly Hill
RFP 22-BG-13: Landscape Maintenance Services



Aero Groundtek LLC
858 Maguire Road, Ocoee Fl 34761

Attachment: Exhibit C - Aero Groundtek Proposal (2022-R-68 : Landscape Maintenance Contract for City Buildings and Grounds)

Attachment: Exhibit C - Aero Groundtek Proposal (2022-R-68 : Landscape Maintenance Contract for City Buildings and Grounds)

City of Holly Hill
City Clerk
1065 Ridgewood Ave
Holly Hill, Fl 32117

RFP 22-BG-13

Thank you for the opportunity to submit the attached response. We have carefully reviewed the invitation and believe we are the choice to ensure your entire maintenance contract specifications will be met in a timely and professional manner.

Founded in 1987, our full-service landscape company is built upon commitment to our clients and a dedication to quality performance. This means we spare no effort in meeting your needs and requirements - from site preparation, to irrigation installation and maintenance, landscape design and installation, pest control and fertilization and complete landscape management.

Our employees are competent professionals and very experienced in the scope of this project. They are skilled in all aspects of landscaping services and trained in safety practices.

Aero Groundtek employs approximately 200 employees at the present time. Beyond being a drug-free workplace, we are also a tobacco-free workplace. All of our employees complete a thorough background check prior to employment. We also have a schedule of weekly and monthly safety meetings. All employees are uniformed and easily recognizable.

Aero Groundtek has in place a fully skilled and experienced management team. This is supported and assisted by an exceptional staff which carries out the proper and safe execution of the contract services required under our contracts. It is Aero Groundtek's experience that has enabled us to provide constant, reliable, dedicated efforts which results in the achievement of continued client satisfaction.

Thank you,

Gregory Bori General Manager

Table of Contents: RFP 22-BG-13: Landscape Maintenance Services

Page 3: Proposer Checklist
Page 4: Vendor Services Agreement
Page 6: Vendor Information
Page 7: Proposer Qualifications
Page 14: Declaration Statement
Page 15: Acknowledgements
Page 18: Proposal Pricing Form
Page 21: Signed Addendums
Page 24: Compliance with the Public Records Law
Page 26: Drug-Free Workplace Program Certification
Page 27: Affidavit of E-Verify Requirement Compliance
Page 28: Aero Groundtek LLC E-Verify Information
Page 29: Insurance Requirements
Page 31: Aero Groundtek LLC Certification of Liability Insurance
Page 33: Non-Collusion Affidavit of Prime Qualifier
Page 34: Declaration Statement
Page 34: Conflict of Interest Affidavit
Page 36: Reference Form
Page 40: Sworn Statement Pursuant to Section 287.133(3)(A) Florida Statutes on Public Entity Crimes
Page 42: Aero Groundtek LLC Proposed Solution
Page 43: Aero Groundtek LLC Equipment List
Page 45: Aero Groundtek LLC Leadership Resumes
Page 47: Aero Groundtek LLC Summary of Corporate Profile
Page 48: Sunbiz Information
Page 49: Summary of Aero Groundtek Credentials
Page 50: Aero Groundtek LLC Litigation Statement
Page 51: W-9 Information

Attachment: Exhibit C - Aero Groundtek Proposal (2022-R-68 : Landscape Maintenance Contract for City Buildings and Grounds)

Attachment: Exhibit C - Aero Groundtek Proposal (2022-R-68 : Landscape Maintenance Contract for City Buildings and Grounds)

PROPOSER CHECK LIST

I M P O R T A N T: **Please read carefully, sign in the spaces indicated and return with your Qualification.**
Proposer should check off each of the following items as the necessary action is completed:

☒ The standard contract/ agreement has been signed and included.

☒ All applicable forms have been signed and included

☒ All information as requested in the Proposer's Qualification Form is included.

☒ Any addenda have been signed and included.

☒ The mailing envelope has been addressed to:

CITY CLERK
City of Holly Hill
1065 Ridgewood
Ave.
Holly Hill, Florida 32117

☐ The **mailing envelope must be sealed and marked** with Qualification Number "**RFP 22-BG-13",** Proposal Title **"Landscape Maintenance Services" and Due Date "August 9th, 2022 @ 10:00 am**".

☐ The Proposals will be mailed or delivered in time to be received no later than the specified due date and time. (Otherwise Proposals cannot be considered.)

ALL COURIER-DELIVERED PROPOSALS MUST HAVE THE RFP NUMBER AND PROPOSAL NAME ON THE OUTSIDE OF THE COURIER PACKET

Aero Groundtek LLC	858 Maguire Rd
Company	Address
	Ocoee, Fl 34761
Authorized Signature	City, State, Zip Code
Gregory Bori, General Manager	407-877-7473
Printed Name & Title	Telephone No.

gbori@groundtek.com
Email

407-877-7473
Fax No.

VENDOR SERVICES AGREEMENT
Landscape Maintenance Services
RFP 22-BG-13

THIS AGREEMENT is made and entered into this 4 day of Aug, 2022, by and between Aero Groundtek LLC, duly authorized to conduct business in the State of Florida and whose address is 858 Maguire Rd, Ocoee Fl 34761, hereinafter, called "CONTRACTOR" and the **CITY OF HOLLY HILL**, a political subdivision of the State of Florida, whose address is 1065 Ridgewood Ave, Holly Hill, FL 32117, hereinafter called "CITY".

SECTION 1. AGREEMENT. The terms of this Agreement, together with the incorporation of the terms and conditions of the Request for Proposal **(RFP 22-BG-13)**, and any exhibits, schedules and attachments hereto, and any and all amendments relating to same, and any and all submittals from CONTRACTOR, constitute the entire Agreement between CITY and CONTRACTOR. This Agreement is the final, complete and exclusive expression of the terms and conditions of the parties' Agreement. Any and all prior agreements, representations, negotiations, and understandings made by the parties, oral or written, expressed or implied, are hereby superseded and merged herein.

SECTION 2. TERM OF AGREEMENT. The term of this Agreement shall be for three (3) years from the date of award with two (2) one year extension options. Renewal options may be exercised at the discretion of the City Manager based on performance of the company and adherence to the terms and conditions set forth in the RFP documents. The City Manager retains the sole right to determine whether the renewal option shall be granted.

SECTION 3. COMPENSATION. For Services rendered, the CITY shall pay the CONTRACTOR a lump-sum fee, including or excluding reimbursable expenses as mutually agreed upon. Unless otherwise agreed in a Scope of Services, the CONTRACTOR will invoice the City monthly based upon the CONTRACTOR's estimate of the portion of the total Services actually completed at the time of billing.

SECTION 4. NOTICES. Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered or certified United States mail, return receipts requested, addressed to the party for whom it is intended at the place last specified. The place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

For City:
Valerie Manning, City Clerk
City of Holly Hill
1065 Ridgewood Ave.
Holly Hill, FL 32117
(386)248-9441

For Contractor:
Gregory Bori, General Manager (Name, Title)
Aero Groundtek LLC. (Company)
858 Maguire Rd (Address)
Ocoee, Fl 34761 (City, State, Zip)
407-877-7473 (Phone)

Attachment: Exhibit C - Aero Groundtek Proposal (2022-R-68 : Landscape Maintenance Contract for City Buildings and Grounds)

SECTION 5. RIGHTS AT LAW RETAINED. The rights and remedies of CITY, provided for under this Agreement, are in addition and supplemental to any other rights and remedies provided by law.

SECTION 6. CONTROLLING LAW, VENUE, ATTORNEY'S FEES. This Agreement is to be governed, construed, and interpreted by, through and under the laws of Florida. Venue for any litigation between the parties to this Agreement shall be in the County of Volusia, Florida and any trial shall be non-jury. The prevailing party in any litigation arising from or related to this Agreement shall be reimbursed reasonable attorney fees and costs, including all fees and costs of an appeal.

SECTION 7. MODIFICATIONS TO AGREEMENT. This Agreement and any exhibits, amendments and schedules may only be amended, supplemented, modified or canceled by a written instrument duly executed by the parties hereto of equal dignity herewith.

SECTION 8. SEVERABILITY. If, during the term of this Agreement, it is found that a specific clause or condition of this Agreement is illegal under federal or state law, the remainder of the Agreement not affected by such a ruling shall remain in force and effect.

SECTION 9. WAIVER OF JURY TRIAL. THE CITY AND CONSULTANT HAVE SPECIFICALLY WAIVED THE RIGHT TO A JURY TRIAL CONCERNNG ANY DISPUTES WHICH MAY ARISE CONCERNING THIS AGREEMENT.

SECTION 10. NON-WAIVER. No indulgence, waiver, election or non-election by CITY under this Agreement shall affect CONSULTANT's duties and obligations hereunder.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date written above for execution by CITY.

WITNESSES:

_____

CITY OF HOLLY HILL

_____
Joseph Forte, City Manager

Dated: _____

WITNESSES:
Luke Blackson
_____

_____

FIRMS
By: _____
Gregory Bori, General Manager

Dated: _____

Attachments: A. RFP 22-BG-13
B. Firm Response to RFP

Approved by the City Commission of the City of Holly Hill at a meeting held on this _____ day of _____, 2022 under Agenda Item No._____.

Attachment: Exhibit C - Aero Groundtek Proposal (2022-R-68 : Landscape Maintenance Contract for City Buildings and Grounds)

VENDOR INFORMATION

Vendor is:
(X) Corporation
( ) Partnership
( ) Sole Proprietorship
( ) Other_____(Explain)

Federal Employer Identification Number: 84-4918513

Firm Name: Aero Groundtek LLC

Mailing Address: 858 Maguire Rd
Ocoee, Fl 34761
Telephone No.: 407-877-7473 Fax No.: 407-877-8670

Email Address: gbori@groundtek.com Web Address:_____

If remittance address is different from the mailing address so indicate below.

Firm Name: _____

Remittance Address: _____

_____

_____

Submitted by: _____

Name & Title Printed: _____

Attachment: Exhibit C - Aero Groundtek Proposal (2022-R-68 : Landscape Maintenance Contract for City Buildings and Grounds)

PROPOSERS QUALIFICATION FORM

LIST MAJOR WORK PRESENTLY UNDER CONTRACT:

% Completed	Project	Contract Amount
		$
		$
		$

LIST CURRENT PROJECTS ON WHICH YOUR FIRM IS THE CANDIDATE FOR AWARD:

SEE ATTACHED LIST

OTHER INFORMATION ABOUT PROJECTS:

Have you, at any time, failed to complete a project? ☐ Yes ☒ No

STATEMENT OF LITIGATION:

Are there any judgments, claims or suits pending or outstanding by or against you?
☒ Yes ☐ No

If the answer to either question is yes, submit details on separate sheet. List all lawsuits that have been filed by or against your firm in the last five (5) years:

See Attached Litigation Statement

Attachment: Exhibit C - Aero Groundtek Proposal (2022-R-68 : Landscape Maintenance Contract for City Buildings and Grounds)

FEES:

List total fees for work done on all City projects in the past five (5) years, whether as an individual firm or as part of a joint venture. **Fees must be listed individually by contract or project and then summarized as a total dollar amount.** Attach additional page if necessary.

$ N/A **Total Fees for work done on all City projects**

Attachment: Exhibit C - Aero Groundtek Proposal (2022-R-68 : Landscape Maintenance Contract for City Buildings and Grounds)

Current and Future Workload:

CURRENT:

Contracting party / Location: CPM / The Villages

Contract Start Date: July 1st, 2020 Contract End Date: June 30, 2024

Can this contract be renewed? Yes

Contract Amount: $352,700.00

# of Acres 40

Full Landscape/Maintenance of plants and Shrubs/Mowing? Yes

# of Equipment and Vehicles assigned 2 trucks, 2 mowers

# of Personnel Assigned 2

CURRENT:

Contracting party / Location: VCCDD (Areas District 1 and 2) / The Villages

Contract Date: Presently engaged

Can this contract be renewed? Yes

Contract Amount: $300,000.00

# of Acres 20

Full Landscape/Maintenance of plants and Shrubs/Mowing? Yes

# of Equipment and Vehicles assigned 1 truck, 2 mowers, 1 gator

# of Personnel Assigned 5

CURRENT:

Contracting party / Location: VCDD2 / The Villages

Contract Date: Presently engaged

Can this contract be renewed? Yes

Contract Amount: $322,860.00

# of Acres 15

Full Landscape/Maintenance of plants and Shrubs/Mowing? Yes

# of Equipment and Vehicles assigned 1 truck, 2 mowers, 1 gator

# of Personnel Assigned 5

Attachment: Exhibit C - Aero Groundtek Proposal (2022-R-68 : Landscape Maintenance Contract for City Buildings and Grounds)

Current and Future Workload (continued)

CURRENT:

Contracting party / Location: VCDD5 / The Villages

Contract Date: Presently engaged

Can this contract be renewed? Yes

Contract Amount: $246,000.00

# of Acres 10

Full Landscape/Maintenance of plants and Shrubs/Mowing? Yes

# of Equipment and Vehicles assigned 2 trucks, 2 mowers, 1 gator

# of Personnel Assigned 7

CURRENT:

Contracting party / Location: SLCDD Basins / The Villages

Contract Date: Presently engaged

Can this contract be renewed? Yes

Contract Amount: $138,156.00

# of Acres 5

Full Landscape/Maintenance of plants and Shrubs/Mowing? Yes

# of Equipment and Vehicles assigned 1 trucks, 2 mowers

# of Personnel Assigned 3

CURRENT:

Contracting party / Location: SLAD Rec Centers / The Villages

Contract Date: Presently engaged

Can this contract be renewed? Yes

Contract Amount: $455,628.00

# of Acres 40

Full Landscape/Maintenance of plants and Shrubs/Mowing? Yes

# of Equipment and Vehicles assigned 3 trucks, 3 mowers

# of Personnel Assigned 9

Attachment: Exhibit C - Aero Groundtek Proposal (2022-R-68 : Landscape Maintenance Contract for City Buildings and Grounds)

Current and Future Workload (continued)

CURRENT:

Contracting party / Location: VCCD / (pine straw) The Villages

Contract Start Date: July 18th, 2013 Contract End Date: September 30, 2021

Can this contract be renewed? Yes

Contract Amount: $1,500,000.00

# of Acres 100's

Full Landscape/Maintenance of plants and Shrubs/Mowing? No, furnish and install pine straw mulch.

# of Equipment and Vehicles assigned 3 trucks, 3 UTV's

# of Personnel Assigned 15

CURRENT:

Contracting party / Location: Central Florida Expressway - 408/417

Contract Start Date: 11/2018 Contract End Date: 11/2021

Can this contract be renewed? Yes

Contract Amount: $5,200,000.00

# of Acres Over 500

Full Landscape/Maintenance of plants and Shrubs/Mowing? YES

# of Equipment and Vehicles assigned 3 trucks, 3 mowers, misc small equipment

# of Personnel Assigned 16

CURRENT:

Contracting party / Location: Central Florida Expressway - 429/528/414

Contract Start Date: 10/2019 Contract End Date: 10/2022

Can this contract be renewed? Yes

Contract Amount: $3,013,000.00

# of Acres Over 300

Full Landscape/Maintenance of plants and Shrubs/Mowing? YES

# of Equipment and Vehicles assigned 3 trucks, 3 mowers, misc small equipment

# of Personnel Assigned 12

Attachment: Exhibit C - Aero Groundtek Proposal (2022-R-68 : Landscape Maintenance Contract for City Buildings and Grounds)

Current and Future Workload (continued)

CURRENT:

Contracting party / Location: City of Orlando Parks

Contract Start Date: 5/2018 Contract End Date: 5/2021

Can this contract be renewed? Yes

Contract Amount: $650,000.00

# of Acres Over 300

Full Landscape/Maintenance of plants and Shrubs/Mowing? YES

# of Equipment and Vehicles assigned 3 trucks, 8 mowers, misc small equipment

# of Personnel Assigned 11

CURRENT:

Contracting party / Location: Orange County Convention Center

Contract Start Date: 11/2018 Contract End Date: 11/2021

Can this contract be renewed? Yes

Contract Amount: $1,290,000.00

# of Acres Over 95

Full Landscape/Maintenance of plants and Shrubs/Mowing? YES

# of Equipment and Vehicles assigned 1 truck, 4 mowers, misc small equipment

# of Personnel Assigned 8

CURRENT:

Contracting party / Location: Orange County Right of Way

Contract Start Date: 7/2018 Contract End Date: 7/2021

Can this contract be renewed? Yes

Contract Amount: $1,451,000.00

# of Acres Over 650

Full Landscape/Maintenance of plants and Shrubs/Mowing? YES

# of Equipment and Vehicles assigned 5 trucks, 10 mowers, misc small equipment

# of Personnel Assigned 15

Attachment: Exhibit C - Aero Groundtek Proposal (2022-R-68 : Landscape Maintenance Contract for City Buildings and Grounds)

Current and Future Workload (continued)

CURRENT:

Contracting party / Location: Amazon Landscaping Maintenance

Contract Start Date: 12/2020 Contract End Date: 12/2022

Can this contract be renewed? Yes

Contract Amount: $700,000.00

# of Acres Over 20

Full Landscape/Maintenance of plants and Shrubs/Mowing? YES

# of Equipment and Vehicles assigned 1 truck, 3 mowers, misc small equipment

# of Personnel Assigned 4

CURRENT:

Contracting party / Location: DBI Right of Way Mowing

Contract Start Date: 11/2020 Contract End Date: 11/2022

Can this contract be renewed? Yes

Contract Amount: $483,000.00

# of Acres Over 150

Full Landscape/Maintenance of plants and Shrubs/Mowing? YES

# of Equipment and Vehicles assigned 1 truck, 4 mowers, misc small equipment

# of Personnel Assigned 4

FUTURE:

Contracting party / Location: Various Central Florida Area

Contract Start Date: Multiple Dates Contract End Date: Multiple Dates

Can this contract be renewed? Yes

Contract Amount: Approximately $5MM in multiple contract revenue

# of Acres _____

Full Landscape/Maintenance of plants and Shrubs/Mowing? Yes

# of Equipment and Vehicles assigned 18 trucks, 54 mowers

# of Personnel Assigned 72 personnel

Attachment: Exhibit C - Aero Groundtek Proposal (2022-R-68 : Landscape Maintenance Contract for City Buildings and Grounds)

DECLARATION STATEMENT

City of Holly Hill
1065 Ridgewood Ave.
Holly Hill, FL 32117

RE: RFP NO. 22-BG-13 "Landscape Maintenance Services"

Dear Mayor and Commission Members:

The undersigned, as Proposer (herein used in the masculine, singular, irrespective of actual gender and number) declares that he is the only person interested in this Proposal or in the contract to which this Proposal pertains, and that this Proposal is made without connection or arrangement with any other person and this Proposal is in every respect fair and made in good faith, without collusion or fraud.

The Proposer further declares that he has complied in every respect with all the Instructions to Proposers issued prior to the opening of Proposals, and that he has satisfied himself fully relative to all matters and conditions with respect to the general condition of the contract to which the Proposal pertains.

The Proposer puts forth and agrees to commence negotiations, in accordance with the Federal 40 USC Title 1101-1104 (Brooks Act) and F.S. 287.055(5), and execute an appropriate City document for the purpose of establishing a formal contractual relationship between him, and the City for the performance of all requirements to which the Proposal pertains. The Proposer states that the Proposal is based upon the Proposal documents listed in **RFP #22-BG-13.**

IN WITNESS WHEREOF, WE have hereunto subscribed our names on this 4 day of August, 2022 in the City of Ocoee, in the State of Florida.

Aero Groundtek LLC
Company

Authorized Signature

858 Maguire Rd
Address

Ocoee, Fl 34761
City, State, Zip Code

Attachment: Exhibit C - Aero Groundtek Proposal (2022-R-68 : Landscape Maintenance Contract for City Buildings and Grounds)

ACKNOWLEDGEMENTS
RFP 22-BG-13 Landscape Maintenance Services

To: City of Holly Hill
1065 Ridgewood Ave
Holly Hill, FL 32117

From : Insert Information
"Contractor"

The Contractor agrees to provide LANDSCAPE MAINTENANCE SERVICES as defined in this Request for Proposals document and in accordance with the requirements of the specifications and related work authorizations/contract documents.

The undersigned Contractor has carefully examined the RFP requirements and related contract documents and is familiar with the nature and extent of the work and any local conditions that may in any manner affect the work to be done.

The undersigned agrees to provide the LANDSCAPE MAINTENANCE SERVICES called for by the RFP documents, in the manner prescribed therein and to the standards of quality and performance established by the City for the quality of service quoted.

The undersigned agrees to the right of the City to hold the Request for Proposals submittals and guarantees the future related proposals for a period not to exceed one hundred eighty (180) days from the effective date of the contract term.

The undersigned accepts the invoicing and payment policies specified in the RFP.

Upon award of this RFP, the City and Contractor each binds himself, itself, or herself, its partners, successors, assigns, and legal representatives to the other party hereto in respect to all covenants, agreements, and obligations contained in the RFP Documents.

The RFP Document constitutes the entire agreement between City and Contractor and may only be altered, amended, or repealed by a Change Order or a written amendment.

The Contractor, by signing these RFP Submittal pages, acknowledges and agrees to abide by all the terms, conditions, and specifications contained in this RFP Document.

Contractor shall guarantee the LANDSCAPE MAINTENANCE SERVICES within n/a calendar days from receipt of Purchase Order or Work Authorization / Notice to Proceed.

Dated this 4 **day of** August **(Month)**, 2022 **(Year)**

Attachment: Exhibit C - Aero Groundtek Proposal (2022-R-68 : Landscape Maintenance Contract for City Buildings and Grounds)

Attachment: Exhibit C - Aero Groundtek Proposal (2022-R-68 : Landscape Maintenance Contract for City Buildings and Grounds)

CORPORATION

By: _____/ Gregory Bori
(Signature) **(Print name)**

Address: 858 Maguire Rd

Ocoee, Fl 34761

Telephone: (407) 877-7473 **Fax:** (407) 877-8670

Taxpayer Identification Number (TIN/EIN): 84-4918513

State Under Which Corporation Was Chartered:
Dellaware

Corporate President: Daryl Hendricks
(Print Name)

Corporate Secretary: Sal Napoli
(Print Name)

Corporate Treasurer: Sal Sacco
(Print Name)

CORPORATE SEAL

Attest By: Gregory Bori

Secretary

Signature: _____ **Date:** 8/4/22

Attachment: Exhibit C - Aero Groundtek Proposal (2022-R-68 : Landscape Maintenance Contract for City Buildings and Grounds)

PROPOSAL PRICING FORM
RFP 22-BG-13
Landscape Maintenance Services

LOCATIONS

Facilities

1 City Hall Complex

Mowing $	26208	40 - 42 times annually
Fertilization	3328	4 times annually (Optional)
Pest Control	2744	4 times annually (Optional)
Mulching $	2080	1 time annually (Optional)

2 YMCA / B&G Club

Mowing $	30576	40 - 42 times annually
Fertilization	3328	4 times annually (Optional)
Pest Control	3744	4 times annually (Optional)
Mulching $	2080	1 time annually (Optional)

3 Station 96

Mowing $	30576	40 - 42 times annually
Fertilization	3328	4 times annually (Optional)
Pest Control	3744	4 times annually (Optional)
Mulching $	2080	1 time annually (Optional)

4 Sica Hall

Mowing $	30576	40 - 42 times annually
Mulching $	2080	1 time annually (Optional)

5 City Hall Annex

Mowing $	30576	40 - 42 times annually
Mulching $	2080	1 time annually (Optional)

Parks

6 Riverside Park

Mowing $	52416	40 - 42 times annually
Mulching $	2080	1 time annually (Optional)

7 Sunrise Park North

Mowing $	34944	40 - 42 times annually
Mulching $	2080	1 time annually (Optional)

8 Sunrise Park South

Mowing $	48048	40 - 42 times annually

9 Ross Point

Attachment: Exhibit C - Aero Groundtek Proposal (2022-R-68 : Landscape Maintenance Contract for City Buildings and Grounds)

		Mowing $	48048	40 - 42 times annually
10	Riviera Oaks Dog Park			
		Mowing $	48048	40 - 42 times annually
		Mulching $	2080	1 time annually (Optional)
11	Grove Avenue Park			
		Mowing $	48048	40 - 42 times annually
Stormwater				
12	Centennial Park			
		Mowing $	48048	40 - 42 times annually
13	Hallman Pond			
		Mowing $	48048	40 - 42 times annually
14	7th Street Park			
		Mowing $	48048	40 - 42 times annually
15	Shirley Heyman Park			
		Mowing $	48048	40 - 42 times annually
Community Redevelopment Agency				
16	Pictona Complex			
		Mowing $	56748	40 - 42 times annually
		Mulching $	2080	1 time annually (Optional)
		Fertilization $	5408	4 Times Annually (Optional)
		Pest Control $	4992	4 Times Annually (Optional)
17	Vacant Land			
		Trimming $	34944	40-42 times annually

Annual total at 42 services: $749,216

Please provide a detailed description of all costs associated with the process:

Bid prices must include all freight charges and delivery charges for any and all material delivered to the work sight. Prices to be per scope of services in bid and as outlined in Exhibit A and Exhibit B. Prices are to be annualized. Payments are to be made monthly.

THE ABOVE AMOUNTS INCLUDE SALARY COST, FRINGE BENEFITS, OVERHEAD, OPERATING MARGIN AND PROFIT, AND ALL DIRECT AND INDIRECT EXPENSES.

PLEASE INCLUDE ABOVE ANY OTHER POTENTIAL ADDITIONAL SERVICES THAT MAY BE REQUIRED AND ASSOCIATED COSTS.

Authorized Signature

858 Maguire Rd
Address

Gregory Bori, General Manager
Printed Name & Title

Ocoee, Fl 34761
City, State, Zip Code

Attachment: Exhibit C - Aero Groundtek Proposal (2022-R-68 : Landscape Maintenance Contract for City Buildings and Grounds)

Aero Groundtek LLC	407-877-7473
Company	Telephone No.
8/4/22	gbori@groundtek.com
Date	Email Address.

Attachment: Exhibit C - Aero Groundtek Proposal (2022-R-68 : Landscape Maintenance Contract for City Buildings and Grounds)

ADDENDUM NUMBER 1
RFP 22-BG-13
LANDSCAPE MAINTENANCE SERVICES
CITY OF HOLLY HILL

To All Plan Holders:

The following changes, clarifications and additions are hereby made part of the **RFP 22-BG-13** for the above request for **LANDSCAPE MAINTENANCE SERVICES** as fully and completely as if the same were fully set forth therein. All required forms (must be included in the submitted proposals and all bids MUST be submitted or your bid may be declared Non-Responsive.

QUESTIONS AND ANSWERS

Q1 What is the current contract amount?

A1. **121,970.**

Q2 Do you have a proposed budget for the monthly landscape services as well as palm trimming, crape myrtle, and annual mulch?

A2. There is a total of $185,000 in the proposed budget for FY2022/2023 for landscaping services of City buildings and grounds

Q3 Would the City of Holly Hill be agreeable to our usage of robotic mowers on these properties?

A3. The work to be done includes edging, trimming, pest/weed control, mulching, etc. In addition, the areas are open to the public when work is performed. As such, on site staff/equipment operators will be required.

Q4 Who is the current contractor and do you have the results of the last BID and what the current contract pricing is

A4. The current contractor is ABC Express Lawn Care. Their current contract is for $121,970 annually, which reflects the current work to be performed. This is a slight increase from the original bids submitted due to an increase to the scope of work. Complete bids submitted by three contractors can be found on the Holly Hill website under the September 25, 2018 agenda at the following link: https://www.hollyhillfl.org/cityclerk/page/city-holly-hill-florida-meetings

---

Signature acknowledges receipt and understanding of this addendum.

General Manager
Name/Title

8/4/22
Date

Attachment: Exhibit C - Aero Groundtek Proposal (2022-R-68 : Landscape Maintenance Contract for City Buildings and Grounds)

ADDENDUM NUMBER 3
RFP 22-BG-13
LANDSCAPING MAINTENANCE SERVICES
CITY OF HOLLY HILL

To All Plan Holders:

The following changes, clarifications and additions are hereby made part of the **RFP 22-BG-13** for the above request for **LANDSCAPING MAINTENANCE SERVICES** as fully and completely as if the same were fully set forth therein. All required forms (must be included in the submitted proposals and all bids MUST be submitted or your bid may be declared Non-Responsive.

QUESTIONS AND ANSWERS

Q1 There is current construction occurring at 'Pictona'. Are bidders to include this currently unopened area on the proposal?

A1. Please do not include the area currently under construction at Pictona. Any landscaping maintenance at this location will be negotiated at a later date.

Signature acknowledges receipt and understanding of this addendum.

Gregory Bori/ General Manager
Name/Title

8/4/22
Date

Attachment: Exhibit C - Aero Groundtek Proposal (2022-R-68 : Landscape Maintenance Contract for City Buildings and Grounds)

ADDENDUM NUMBER 4
RFP 22-BG-13
LANDSCAPING MAINTENANCE SERVICES
CITY OF HOLLY HILL

To All Plan Holders:

The following changes, clarifications and additions are hereby made part of the **RFP 22-BG-13** for the above request for **LANDSCAPING MAINTENANCE SERVICES** as fully and completely as if the same were fully set forth therein. All required forms (must be included in the submitted proposals and all bids MUST be submitted or your bid may be declared Non-Responsive.

QUESTIONS AND ANSWERS

Q1 For the landscape maintenance services bid it has mulch including in the bid is the number of cubic yards needed in the bid because if everyone doesn't plan on installing the same amount it will make a drastic difference in the cost. After being in business over 25 years mulch seems to be the one thing that will have different amounts in most bids even though they can have specs and everyone should come up with the same amount it never happens and I've not come in lowest price on several government bids from other companies shorting the yards and never heard anything from the municipal on why the number difference but they get the contract for being lowest price.

A1. Cubic yards of mulch areas will not be provided for this bid. Mulch areas are specified as pine bark kept at a depth of 3" - 4".

Signature acknowledges receipt and understanding of this addendum.

Gregory Bori/ General Manager
Name/Title

8/4/22
Date

Attachment: Exhibit C - Aero Groundtek Proposal (2022-R-68 : Landscape Maintenance Contract for City Buildings and Grounds)

COMPLIANCE WITH THE PUBLIC RECORDS LAW

Upon award recommendation or ten (10) days after opening, submittals 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. The submission of a proposal authorizes release of your firm's credit data to the CITY.

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 in a separate envelope marked accordingly.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT

Valerie Manning, City Clerk
386-248-9441
vmanning@hollyhillfl.org
1065 Ridgewood Ave
Holly Hill, FL 32117

A provision that requires the contractor to comply with public records laws, specifically to:
1. Keep and maintain public records required by the public agency to perform the service.
2. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

By submitting a response to this solicitation, the company agrees to defend the CITY in the event we are forced to litigate the public records status of the company's documents.

Attachment: Exhibit C - Aero Groundtek Proposal (2022-R-68 : Landscape Maintenance Contract for City Buildings and Grounds)

Company Name: Aero Groundtek LLC

Authorized representative (printed): Gregory Bori

Authorized representative (signature):

Project Number: RFP 22-BG-13 Date: 8/2/22

Attachment: Exhibit C - Aero Groundtek Proposal (2022-R-68 : Landscape Maintenance Contract for City Buildings and Grounds)

DRUG-FREE WORKPLACE PROGRAM CERTIFICATION

Preference to businesses with drug-free workplace programs. -- Whenever two or more bids, proposals, or replies that are equal with respect to price, quality, and service are received by the state or by any political subdivision for the procurement of commodities or contractual services, a bid, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

(1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

(2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug- free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

(3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

(4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 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 this section.

Does the individual responding to this solicitation certify that their firm has implemented a drug-free workplace program in accordance with the provision of Section 287.087, Florida Statues, as stated above?

☒ **Yes**
☐ **No**

Aero Groundtek LLC	858 Maguire Rd
Company	Address
[signature]	Ocoee, Fl 34761
Authorized Signature	City, State, Zip Code
Gregory Bori, General Manager	407-877-7473
Printed Name & Title	Telephone No.
gbori@groundtek.com	407-877-8670
Email	Fax No.

Attachment: Exhibit C - Aero Groundtek Proposal (2022-R-68 : Landscape Maintenance Contract for City Buildings and Grounds)

Affidavit of E-Verify Requirements Compliance

RFP 22-BG-13 Landscape Maintenance Services

The Consultant/Contractor agrees to comply with Section 448.093, Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 448.093, Florida Statutes.

1. The Consultant/Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Consultant/Contractor during the term of the Agreement and shall expressly require any subcontractors performing work or providing services pursuant to the Agreement to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subconsultant/subcontractor during the Agreement term.

2. That the Consultant/Contractor understands and agrees that its failure to comply with the verification requirements as set forth herein or its failure to ensure that all employees and subconsultant/subcontractors performing work under this Agreement are legally authorized to work in the United States and the State of Florida constitute a breach of this Agreement for which the City may immediately terminate the Agreement without notice and without penalty. The Consultant/Contractor further understands and agrees that in the event of such termination, the Consultant/Contractor shall be liable to the City for any costs incurred by the City as a result of the Consultant's/Contractor's breach

Consultant/Contractor shall execute and return the Affidavit of E-Verify Requirements Compliance to City. IN WITNESS WHEREOF, the parties have made and executed this Agreement for the purposes stated above.

Aero Groundtek LLC

Consultant/Contractor Name and Address

Signature

Gregory Bori, General Manager

Name and Title

Attachment: Exhibit C - Aero Groundtek Proposal (2022-R-68 : Landscape Maintenance Contract for City Buildings and Grounds)

E-Verify

Welcome
Gleysis Gessen

Company
Aero Groundtek LLC

User ID
GGES6078

MENU

Company Information

Company Name
Aero Groundtek LLC

Company ID Number
406464

Doing Business As (DBA) Name
--

DUNS Number
--

Physical Location

Address 1
862 Maguire Rd.

Address 2
--

City
Ocoee

State
FL

Zip Code
34761

County
ORANGE

Mailing Address

Address 1
--

Address 2
--

City
--

State
--

Zip Code
--

Additional Information

Employer Identification Number
844918513

Total Number of Employees
100 to 499

Parent Organization
--

Administrator
--

Organization Designation

Employer Category
None of these categories apply

View / Edit

NAICS Code
238 - SPECIALTY TRADE CONTRACTORS

View / Edit

Total Hiring Sites
1

View / Edit

Total Points of Contact
3

View / Edit

View Original MOU Template

View MOU

Last Login: 04/28/2021 02:39 PM

U.S. Department of Homeland Security U.S. Citizenship and Immigration Services

Enable Permanent Tooltips Accessibility Download Viewers

Attachment: Exhibit C - Aero Groundtek Proposal (2022-R-68 : Landscape Maintenance Contract for City Buildings and Grounds)

INSURANCE REQUIREMENTS

INSURANCE TYPE	REQUIRED LIMITS
☒ 1. Worker's Compensation	Statutory Limits of Florida Statutes, Chapter 440 and all Federal Government Statutory Limits and Requirements.
☒ 2. Commercial General Liability (Occurrence Form) patterned after the current I.S.O form with no limiting endorsements.	Bodily Injury & Property Damage **$1,000,000** single limit per occurrence

☒ 3. Indemnification: To the maximum extent permitted by Florida law, the Contractor/Vendor/Consultant shall indemnify and hold harmless the City of Holly Hill, its officers and employees from any and all liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees and paralegals' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor/Vendor/Consultant or anyone employed or utilized by the Contractor/Vendor/Consultant in the performance of this Agreement. This indemnification obligation shall not be construed to negate, abridge or reduce any other rights or remedies which otherwise may be available to an indemnified party or person described in this paragraph.

This section does not pertain to any incident arising from the sole negligence of the City of Holly Hill.

☒ 4. Automobile Liability	**$ 500,000** Each Occurrence Owned/Non-owned/Hired Automobile Included
☒ 5. Other Insurance as indicated below: Errors and Omissions or Professional Malpractice Coverage	**$** 1,000,000 Per Occurrence

☐ 6. Aircraft Liability $1,000,000 each occurrence combined single limit for bodily injury liability and property damage liability.

☒ 7. Contractor shall ensure that all subcontractors comply with the same insurance requirements that he is required to meet. The same Contractor shall provide City with certificates of insurance meeting the required insurance provisions.

☒ 8. The City of Holly Hill must be named as "**ADDITIONAL INSURED**" on the Insurance Certificate for Commercial General Liability where required.

Attachment: Exhibit C - Aero Groundtek Proposal (2022-R-68 : Landscape Maintenance Contract for City Buildings and Grounds)

INSURANCE REQUIREMENTS
(Continued)

☒ 9. The City of Holly Hill shall be named as the Certificate Holder. NOTE--The "Certificate Holder" should read as follows:

City of Holly Hill
1065 Ridgewood Ave.
Holly Hill, Florida

No City Division, Department, or individual name should appear on the Certificate. No other format will be acceptable.

☒ 10. **Thirty (30) Days Cancellation Notice** required.

☒ 11. The Certificate must state the **RFP 22-BG-13** and **Landscape Maintenance Services**

= = = =

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/26/2021

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
Thompson Flanagan Executive Liability Group
626 W. Jackson Blvd. 5th Floor
Chicago, IL 60661

CONTACT NAME: Daniel R. Gunter
PHONE (A/C, No, Ext): (312) 239-2890
FAX (A/C, No): (312) 263-1551
E-MAIL ADDRESS: dgunter@thompsonflanagan.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Greenwich Insurance Company	22322
INSURER B : XL Insurance America, Inc.	24554
INSURER C : Admiral Insurance Company	24856
INSURER D : Everest National Insurance Company	10120
INSURER E : XL Specialty Insurance Company	37885
INSURER F :	

INSURED
Aero Groundtek, LLC
858 Maguire Rd
Ocoee, FL 34761

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	X		NGL-1003417-01	4/3/2021	4/3/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000, $ 500, $ 5, $ 1,000, $ 2,000, $ 2,000,
B	AUTOMOBILE LIABILITY X ANY AUTO X OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	X		NBA-1003418-01	4/3/2021	4/3/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000, $ $ $
C	[ ] UMBRELLA LIAB [X] OCCUR X EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 0			BEX09604379-00	4/3/2021	4/3/2022	EACH OCCURRENCE AGGREGATE	$ 5,000, $ 5,000,
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N [ ] If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		SW8WC00198-211	4/3/2021	4/3/2022	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 500, $ 500, $ 500,
E	Contractors Equip			UM00084525MA21A	4/3/2021	4/3/2022	Limit	1,575,
E	Rented/Leased Equip			UM00084525MA21A	4/3/2021	4/3/2022	Limit	270,

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

CERTIFICATE HOLDER

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

ACORD 25 (2016/03)

© 1988-2015 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

Attachment: Exhibit C - Aero Groundtek Proposal (2022-R-68 : Landscape Maintenance Contract for City Buildings and Grounds)

AGENCY CUSTOMER ID: AEROOPE-01

LOC #: 1

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Thompson Flanagan Executive Liability Group	Aero Groundtek, LLC 858 Maguire Rd Ocoee, FL 34761
POLICY NUMBER SEE PAGE 1	
CARRIER: SEE PAGE 1 / NAIC CODE: SEE P 1	EFFECTIVE DATE: SEE PAGE 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Pollution Liability
Policy #G71801226 002 Effective 4/15/2021 - 4/15/2022
Westchester Surplus Lines Insurance Co.
Pollution Liability - Policy Aggregate $4M; Contractors
Pollution Liability $2M, Deductible $5,000 each Pollution Condition

Attachment: Exhibit C - Aero Groundtek Proposal (2022-R-68 : Landscape Maintenance Contract for City Buildings and Grounds)

© 2008 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

NON-COLLUSION AFFIDAVIT OF PRIME QUALIFIER

State of Florida

County of Orange

Gregory Bori, being first duly sworn, deposes and says that:

He/she is General Manager of Aero Groundtek, Proposer that has submitted the attached Qualification;

He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;

Neither the said Proposer nor any of its officers, partners, owners, agent representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer, firm or person, to fix the price or prices in the attached Qualification or of any other Proposer, or to fix any overhead, profit or cost element of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the CITY OF HOLLY HILL.

The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Aero Groundtek LLC	858 Maguire Rd
Company	Address
[signature]	Ocoee, Fl 34761
Authorized Signature	City, State, Zip Code
Gregory Bori, General Manager	407-877-7473
Printed Name & Title	Telephone No.
gbori@groundtek.com	407-877-7473
Email	Fax No.

Subscribed and sworn to before me this 3 day of August, 2022

[signature]

HR Manager

Title

NOTARY PUBLIC STATE OF FLORIDA

GLEYSIS GESSEN
Commission # GG 971678
Expires March 22, 2024
Bonded Thru Budget Notary Services

My Commission Expires: March 22, 2024

Attachment: Exhibit C - Aero Groundtek Proposal (2022-R-68 : Landscape Maintenance Contract for City Buildings and Grounds)

DECLARATION STATEMENT

City of Holly Hill
1065 Ridgewood Ave.
Holly Hill, FL 32117

RE: RFP NO. 22-BG-13 "Landscape Maintenance Services"

Dear Mayor and Commission Members:

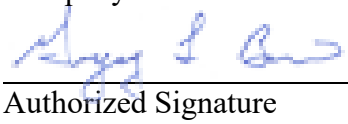
The undersigned, as Proposer (herein used in the masculine, singular, irrespective of actual gender and number) declares that he is the only person interested in this Proposal or in the contract to which this Proposal pertains, and that this Proposal is made without connection or arrangement with any other person and this Proposal is in every respect fair and made in good faith, without collusion or fraud.

The Proposer further declares that he has complied in every respect with all the Instructions to Proposers issued prior to the opening of Proposals, and that he has satisfied himself fully relative to all matters and conditions with respect to the general condition of the contract to which the Proposal pertains.

The Proposer puts forth and agrees to commence negotiations, in accordance with the Federal 40 USC Title 1101-1104 (Brooks Act) and F.S. 287.055(5), and execute an appropriate City document for the purpose of establishing a formal contractual relationship between him, and the City for the performance of all requirements to which the Proposal pertains. The Proposer states that the Proposal is based upon the Proposal documents listed in **RFP #22-BG-13.**

IN WITNESS WHEREOF, WE have hereunto subscribed our names on this 4 day of August, 2022 in the City of Ocoee, in the State of Florida.

Aero Groundtek LLC
Company



Authorized Signature

858 Maguire Rd
Address

Ocoee, Fl 34761
City, State, Zip Code

Attachment: Exhibit C - Aero Groundtek Proposal (2022-R-68 : Landscape Maintenance Contract for City Buildings and Grounds)

CONFLICT OF INTEREST AFFIDAVIT

By the signature below, the firm (employees, officers and/or agents) certifies, and hereby discloses, that, to the best of their knowledge and belief, all relevant facts concerning past, present, or currently planned interest or activity (financial, contractual, organizational, or otherwise) which relates to the proposed work; and bear on whether the firm (employees, officers and/or agents) has a possible conflict have been fully disclosed.

Additionally, the firm (employees, officers and/or agents) agrees to immediately notify in writing the Finance Director, or designee, if any actual or potential conflict of interest arises during the contract and/or project duration.

Aero Groundtek LLC
Company

Authorized Signature

Gregory Bori, General Manager
Printed Name & Title

gbori@groundtek.com
Email

858 Maguire Rd
Address

Ocoee, Fl 34761
City, State, Zip Code

407-877-7473
Telephone No.

407-877-8670
Fax No.

State of Florida)
City of Ocoee)

SUBSCRIBED AND SWORN to before me this 3 day of August, 20 22, by Gregory Bori, who is personally known to me to be the General Manager for the Firm, OR who produced the following identification: _____.

Notary Public

GLEYSIS GESSEN
Commission # GG 971678
Expires March 22, 2024
Bonded Thru Budget Notary Services

My Commission Expires: March 22, 2024

Attachment: Exhibit C - Aero Groundtek Proposal (2022-R-68 : Landscape Maintenance Contract for City Buildings and Grounds)

REFERENCES FORM

Provide the business names, contact persons and telephone numbers of four (4) references for which the firm has provided services described in this Qualification for three (3) years or more within the last five (5) years. Include relationships with governmental agencies. It is our intent to contact these references during the evaluation process.

1. Name of Company: _____

   Address: _____

   Point of Contact: _____

   Phone #: _____ Email address: _____

   Service(s) Provided: _____

   _____

   Dates of Service: _____

2. Name of Company: _____

   Address: _____

   Point of Contact: _____

   Phone #: _____ Email address: _____

   Service(s) Provided: _____

   _____

   Dates of Service: _____

3. Name of Company: _____

   Address: _____

   Point of Contact: _____

   Phone #: _____ Email address: _____

   Service(s) Provided: _____

   _____

   Dates of Service: _____

4. Name of Company: _____

   Address: _____

   Point of Contact: _____

   Phone #: _____ Email address: _____

SEE ATTACHED LIST

Attachment: Exhibit C - Aero Groundtek Proposal (2022-R-68 : Landscape Maintenance Contract for City Buildings and Grounds)

Service(s) Provided: _____

_____

Dates of Service: _____

Attachment: Exhibit C - Aero Groundtek Proposal (2022-R-68 : Landscape Maintenance Contract for City Buildings and Grounds)

References

Woodard and Curran Water Conservii
P.O. Box 783125
Winter Garden, Fl 34787

Eric McGill
ericmcgill@aterconsrvii.com
407-6562332

October 2008, Groundtek was awarded the Landscape Maintenance Contract for Water Conserv ii. Services currently performed include turf care, edging, trimming, hand pruning, tree care and trimming, replacement of annual/perennial plants several times throughout the year, installation of landscape enhancements, debris removal, irrigation repair and enhancement, sidewalk/parking area cleaning, chemical applications including pre-emergent applications to limit undesirable vegetation growth, large tractor mowing. **$490,000, annually**

Orange County Roads and Drainage
4200 S. John Young Parkway
Orlando, FL 32819

Rebecca Baldwin
rebecca.baldwin@ocfl.net
407-836-8001

January 2018, Groundtek was awarded the Landscape Maintenance Contract for Orange County Lot A Roadway mowing. Services currently performed include turf care, edging, trimming, hand pruning, tree care and trimming, replacement of annual/perennial plants several times throughout the year, installation of landscape enhancements, debris removal, sidewalk/parking area cleaning, chemical applications including pre-emergent applications to limit undesirable vegetation growth, mulching, MOT. **$540,000 annually**.

Orange County Public Works
4200 John Young Parkway
Orlando, Fl 32839

Michael Church
Michael.Church@ocfl.net
407-836-7812

In 2017, Groundtek was awarded the contract for multiple primary canals and/or retention pond mowing and maintenance. Services currently performed include turf care, edging, trimming, hand pruning, tree care and trimming. **$700,000 annually.**

Attachment: Exhibit C - Aero Groundtek Proposal (2022-R-68 : Landscape Maintenance Contract for City Buildings and Grounds)

References Continued

Lake County Public Works
PO Box 32887
Tavares, FL 32778

Danielle Suggs
dsuggs@lakecountyfl.gov
352-343-6439

In 2017, Groundtek was awarded the right of way maintenance contract for Lake County, Florida. Services currently performed include turf care, edging, trimming, hand pruning, tree care and trimming, as well as debris removal. **430,000 annually.**

City of Orlando Parks/City Hall
1206 W. Columbia St
Orlando, FL 32805

Mike Tatum
michael.tatum@cityoforlando.net
407-919-9604

March 2017, Groundtek was awarded the Landscape Maintenance Contract for the City of Orlando Parks which includes Orlando City Hall. Services currently performed include turf care, edging, trimming, hand pruning, tree care and trimming, replacement of annual/perennial plants several times throughout the year, installation of landscape enhancements, debris removal, irrigation repair and enhancement, sidewalk/parking area cleaning, chemical applications including pre-emergent applications to limit undesirable vegetation growth, mulching. **$620,000 annually.**

Orange County Convention Center
9800 International Drive
Orlando, FL 32819

Brian LaMirande
brian.lamirande@occc.net
321-230-8598

December 2014, Groundtek was awarded the Landscape Maintenance Contract for the Orange County Convention Center. Services currently performed include turf care, edging, trimming, hand pruning, tree care and trimming, replacement of annual/perennial plants several times throughout the year, installation of landscape enhancements, debris removal, irrigation repair and enhancement, sidewalk/parking area cleaning, chemical applications including pre-emergent applications to limit undesirable vegetation growth, mulching. **$1,010,000 annually.**

Attachment: Exhibit C - Aero Groundtek Proposal (2022-R-68 : Landscape Maintenance Contract for City Buildings and Grounds)

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. THIS SWORN STATEMENT IS SUBMITTED TO City of Holly Hill

by Gregory Bori, General Manager
(Print Individual's Name and Title)
for Aero Groundtek LLC
(Print Name of Entity Submitting Sworn Statement)
whose business is Aero Groundtek LLC

and (if applicable) its Federal Employer Identification Number (FEIN) is 84-4918513

2. I understand that a "public entity crime" as defined in Paragraph 287.133 (1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

   a. A predecessor or successor of a person convicted of a public entity crime; or

   b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provisions 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.

Attachment: Exhibit C - Aero Groundtek Proposal (2022-R-68 : Landscape Maintenance Contract for City Buildings and Grounds)

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies).

__X__ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, nor any affiliates of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in 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 CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR A CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____
(Signature)

Sworn and subscribed before me this 3 day of August, 2022.

Personally known X

_____
(Notary)

OR produced identification _____

Notary Public State of Florida

_____
(Type of Identification)

My commission expires: March 22, 2024

NOTARY PUBLIC STATE OF FLORIDA

GLEYSIS GESSEN
Commission # GG 971678
Expires March 22, 2024
Bonded Thru Budget Notary Services

Attachment: Exhibit C - Aero Groundtek Proposal (2022-R-68 : Landscape Maintenance Contract for City Buildings and Grounds)

Proposed Solution
RFP 22-BG-13: Landscape Maintenance Services

Landscape maintenance for City of Holly Hill will be directly overseen by Aero Groundtek LLC's Director of Operations Charles Proffitt and its General Manager Gregory Bori. All supervisory personal will work directly with staff from the personnel from the City of Holly Hill to ensure maintenance is being done both in a timely manner and to the highest standard. *(See attached resumes for Charles Proffitt and Gregory Bori)*

Landscape Teams:
Aero Groundtek will provide landscaping teams to maintain the assigned areas in the City of Holly Hill. The number of teams may change based on which facilities are awarded to Aero Groundtek, but for the initial set up there will be three teams. Each team will consist of no less than 5 landscape professionals, for every team there will be one assigned team leader. These team leaders will report directly to Charles Proffitt. The size of teams may be altered if needed to complete the scope of work at each sight. Each teams' obligations are listed below. Team will work on a daily basis, unless seasonal work dictates a change.

Equipment:
Aero Groundtek is fully equipped to handle to scope of work listed in the solicitation. All equipment listed is owned by Aero Groundtek. See attached equipment list for a full list of equipment available for use to complete this project.

Emergency Plan:
Should an emergency arise, the City of Holly Hill can contact the 24/7 support line 1877-OUTGRIT.

Escalation Process:
Should any of the Groundtek teams identify a problem on the grounds it will promptly be reported to team leaders. The team leader then reports all issues directly to Director of Operations Charles Proffitt. Charles will then communicate the supervisory personal for City of Holly Hill as issues arise. When customers have complaints, they are report to our office personal in Ocoee, those complaints are reviewed and responded to be either General Manager, Gregory Bori or Director of Operations, Charles Proffitt.

Aero Groundtek, LLC 407-877-7473
858 Maguire Rd, Ocoee, Fl 34761

AERO GROUNDTEK

Equipment available for use (1 of 2):

VEHICLES	
2021 FRHT SWEEPER (Box)	DLR LIC# VI10053501
2021 FRHT SWEEPER	1FVACXFE0MHMF9916
2021 FRHT SWEEPER	1FVACXFEXMHMF9910
2021 FRHT SWEEPER	1FVACXFEOMHML6589
2021 FRHT SWEEPER	1FVACXFE7MHML6590
2020 RAM 2500	3C6UR5CJ1LG283329
2020 RAM 2500	3C6UR5HJ0LG310268
2020 Chevy 5500XD LCF DIESEL	JALEEJ16XL7302020
2020 2500 Tradesman 4x4 Regular Cab 8	3C6UR5HJ6LG276126
2020 2500 Tradesman 4x4 Regular Cab 8	3C6MR5AJ2LG114956
2020 2500 Tradesman 4x4 Regular Cab 8	3C6UR5HJ0LG276123
2018 HMDE TRAILER	NOVIN0201229656
2018 FORD 150	1FTFX1E58JKC00470
2018 ASPT ISUZU	FLA102492
2017 NISSAN VERSA	3N1CN7AP5HL892850
2017 FORD F150	1FTEW1EF3HFB27258
2016 VERMEER CHIP	1VRY11194G1023871
2016 TOYOTA TUNDRA(CHARLES)	5TFRM5F12GX095834
2016 JEEP COMPASS	1C4NJCEA5GD636485
2016 FRHT M2 SWEEPER	1FVACXCY7GHHL4949
2016 FORD T250 VAN	1FTYRIZMIGKA46522
2015 NISSAN VERSA	3N1CN7AP1FL955214
2015 NISSAN VERSA	3N1CN7AP4FL955515
2014 ISUZU NPR	54DC4W1B5ES805195
2014 FRHT SWEEPER	1FVACXCY2FHGR1927
2014 ASPT trailer for bobcat	FLT5021AE
2013 ISUZU NPR	54DC4W1B2DS800700
2013 FORD PICK UP	1FTFW1ETXDKF33260
2013 FORD F150	1FTFW1ETPDKF33249
2013 FORD E150 VAN	1FTNE1EW4DDA16386
2013 ASPT 5TH WHEEL TRAILER	FLT5015AE
2013 ASPT 5TH WHEEL TRAILER	FLT5016AE
2012 irr van	1FTNE2EL0DDA47694
2012 HM ONE AXLE TRAILER	NOVIN0200973223
2011 TOYOTA TUNDRA	5TFRM5F15BX032364
2011 HMDE TRAILER	NOVIN0200930797
2011 HMDE TRAILER	NOVIN0200930798
2010 TOYOTA TACOMA	5TETU4GNXAZ678850
2010 JEEP PATRIOT	1J4NT2GBXAD516936
2009 FORD RANGER	1FTYR10DX9PA03784
2009 FORD RANGER	1FTYR14DX9PA51344
2008 HONDA RIDGELINE	2HJYK16398H506773
2007 ISUZU HPR	JALE5B16977900143
2007 HOMEMADE 5TH WHEEL	FLT5012YY
2007 HOMEMADE 5TH WHEEL	FLT5011YY
2007 HOMEMADE 5TH WHEEL	FLT5005ZZ
2007 GMC PICK UP	2GTEC13V071162784
2007 FORD RANGER	1FTYR14U97PA73610
2007 FORD F150	1FTRF12247KD58968
2007 CUSTOM TRAILER	NOVIN0200659144
2006 ISUZU NPR	JALC4B16467002994
2006 HM DUAL AXLE	NOVIN0200575440
2006 FORD F150	1FTRF12216NA89812
2006 ASPT DUMP TRAILER	FLT5007XX
2005 ISUZU NPR	JALC4B16457002623
2005 ISUZU NPR	J8DB4B16057004204
2005 ISUZU NPR	JALC4B16157009142
2005 ISUZU NPR	JALC4B16X57013447
2005 ISUZU NPR	JALC4B16357017243
2005 ISUZU NPR	JALC4B16557014313
2005 ISUZU	JALB4B16657001498
2005 ISUZU	JALC4B16557014537
2005 ISUZU	JALB4B16X57001567
2005 ISUZU	JALB4B16257015690
2005 HM 16' DUAL AXLE TRAILER	NOVIN0200454895
2005 HM 10' SINGLE AXLE	NOVIN 2004544352
2005 FORD F250	1FTSX20P95ED12311
2005 F350 MULT PURPOSE DUMP	1FDWF36P85EB08158
2005 ASTRO VAN	1GCDM19X25B124407
2005 HM 5TH WHEEL	FLT5001UU
2004 ISUZU NPR	JALB4B14847000172
2004 ISUZU	JALB4B14647012241
2004 FORD F350 PU	1FTSW30L44EC92795
2004 FORD F350 PU	1FTSW30L64EC92796
2004 FORD F250	1FTNF20P24ED21916
2003 ISUZU NPR	JALB4B14X37010443
2003 ISUZU NPR	JALC4B14437012502
2003 CHEVY SILVERADO	2GCEC19V331129828
2002 ISUZU NQR	JALE5B14527900986
2001 HM SINGLE AXLE	NOVIN0200190076
2001 HM 5TH WHL TRLER	FLT5008TT
2001 FORD VAN	1FTSS34FO1HA10081
2001 FORD F650	3FDNX65Y01MA16888
2000 ISUZU CREW TRUCK	JALB4B149Y7002566
2000 FRHT FL70 SWEEPER	1FV6HJBAX1HG76822
1995 FORD F-800	1FDXF80CXSVA42702
1994 TRAILBOS TRANS	1T9DP3029R1118095
1984 INTERNATIONAL DUMP	1HTLKTVR7EHA60047
16' HM DUAL AXLE	NOVIN0200430522
16 X 8 HM DUAL AXLE TRAILER	NOVIN0201049629
10' HM SINGLE AXLE	NOVIN0200430523
5TH WHEEL TRAILER	FLT5001AE
HM 16ft dual axle	NOVIN0200970152
HM 12 ft single axle	NOVIN201056856

EQUIPMENT	
HOME MADE	54" MOWER DBLE DECK
HOME MADE	54" MOWER DBLE DECK
CASE	W-20 LOADER
TCM	820 LOADER
JOHN DEERE	HX-15 BATWING
BILLY GOAT	BLOWER
WALKER	WALKER MOWER
WALKER	WALKER MOWER
LESCO	WALKBEHIND
LESCO	WALKBEHIND
RHINO	13" FLEX MOWER
RHINO	13" FLEX MOWER
WALKER FRAME	GTPRO WEED SPRAYER
WALKER FRAME	IBEX SPREADER/SPRAYER
JOHN DEERE	HX15 BATWING
JOHN DEERE	HX15 BATWING
WALKER	TRASHER- FROM ALBERT
JOHN DEERE	997 MID Z TRAC 60" RD MOWER
JOHN DEERE	997 MID Z TRAC 60" RD MOWER
JOHN DEERE	7H17 48" HYDRO CWB MOWER
JOHN DEERE	997 60" ZTR MOWER
LESCO	52" WALK BEHIND MOWER
LESCO RHINO	60" HOMEMADE SLOPE MOWER
JOHN DEERE	4X2 "TS" GATOR
JOHN DEERE	2520 TRACTOR w TURF TIRE
JOHN DEERE	72" MID MOWER attached to 2520
JOHN DEERE	72" MID MOWER attached to 2520
JOHN DEERE	997 MOWER 60" REAR DISCHARGE
HOSH12AKI	ICE MACHINE
BROWN	TREE CUTTER ATTACHMENT
WALKER	20HP WALKER TRASHER
CUB CADET	WALKBEHIND MOWER
TORO	WALKBEHIND MOWER
JOHN DEERE	997 MID Z TREAC 60" REAR
JOHN DEERE	997 MID Z TREAC 60" REAR
JOHN DEERE	997 MID Z TREAC 60" REAR
JOHN DEERE	HPX 4X4 GATOR UTILITY
ACCU-TURN	TIRE MOUNTER MODEL ACCU
JOHN DEERE	997 Z TRAK 60" REAR
AGRIMETAL	STRAW MULCHER ATTACHMENT
JOHN DEERE	997 Z TRAK 60" REAR
JOHN DEERE	997 Z TRAK 60" REAR
RYAN	SOD CUTTER
JOHN DEERE	997 Z TRAK 60" REAR
JOHN DEERE	997 Z TRAK 60" REAR
JOHN DEERE	997 Z TRAK 60" REAR
JOHN DEERE	997 Z TRAK 60" REAR
JOHN DEERE	997 Z TRAK 60" REAR
JOHN DEERE	997 Z TRAK 60" REAR
JOHN DEERE	997 Z TRAK 60" REAR
JOHN DEERE	997 Z TRAK 60" REAR
LESCO	FERTILIZER SPREADER
	CULTAVATOR
INGERSOLL RAND	14HP 30 GAL GAS TRUCK MT. COMPRESSOR
JOHN DEERE	997 Z TRAK 60" REAR
JOHN DEERE	997 Z TRAK 60" REAR
	3.5 GPM 4000 PSI PRESSURE WASHER
GT MANUFACTURING	WALKER TRASHER
GT MANUFACTURING	WALKER TRASHER
JOHN DEERE	997 60" REAR
JOHN DEERE	997 60" REAR
JOHN DEERE	HPX GAS GATOR
JOHN DEERE	997 60" REAR
TORO	22" PUSH MOWER
JOHN DEERE	GATOR 4X2
JOHN DEERE	GATOR 4X2
JARI MONARCH	SICKLE MOWER 7 HP
WALKER	GTM MANUFACTURED TRASHER
JOHN DEERE	GATOR
GT MANUFACTURING	GT PROMAX
HUSTLER	SZ 60" ZTURN
HUSTLER	KAW FX100 72" GRAM
	CUSTOM MADE CORE GRASS SHEAR
JOHN DEERE	GATOR
JOHN DEERE	648R MOWER
JOHN DEERE	648R MOWER
	PUSH MOWER
JOHN DEERE	4X2 TS GATOR
JOHN DEERE	3003R TRACTOR & LOADER ATTACHMENT
JOHN DEERE	2015 GATOR CX UTILITY
JOHN DEERE	JOHN DEERE Z970R Z TRAK
JOHN DEERE	JOHN DEERE Z970R Z TRAK
JOHN DEERE	JOHN DEERE Z970R Z TRAK
JOHN DEERE	JOHN DEERE Z970R Z TRAK
JOHN DEERE	WHP52A WALK BEHIND MOWER
JOHN DEERE	WHP52A WALK BEHIND MOWER
JOHN DEERE	1025R TRACTOR
JOHN DEERE	636M WALK/STAND BEHIND MOWER
JOHN DEERE	GAS GATOR
WALKER	CUSTOM WASTE AND SPRAY MACHINE
JOHN DEERE	6140M CAB TRACTOR
VERMEER	2016 VERMEER S800TX MINI SKID W/TRENCHER
GTPROMAX	GTPROMAX
JOHN DEERE	Z970R
JOHN DEERE	WHP52A WALK BEHIND MOWER
JOHN DEERE	6140 STANDARD CAB

EQUIPMENT	
BUFFALO	CYCLONE BLOWER
BUFFALO	CYCLONE BLOWER
JOHN DEERE	6140D TRACTOR
JOHN DEERE	1025 TRACTOR
BUFFALO	CYCLONE BLOWER
BOBCAT	EXCAVATOR M324
JOHN DEERE	2018 TS 4X2 GATOR
JOHN DEERE	2018 TS 4X2 GATOR
JOHN DEERE	2018 TS 4X2 GATOR
JOHN DEERE	2018 TS 4X2 GATOR
JOHN DEERE	2018 JD Z970R 72" GAS MOWER
JOHN DEERE	2017 JD Z970R 72" GAS MOWER
JOHN DEERE	2018 JD Z970R GAS MOWER
JOHN DEERE	2018 JD Z970R GAS MOWER
JOHN DEERE	2018 JD Z970R GAS MOWER
JOHN DEERE	2018 JD Z970R GAS MOWER
STIHL	BATTERY BUSH MOWER
JOHN DEERE	648R MOWER
JOHN DEERE	648R MOWER
JOHN DEERE	TS GATOR 4X2
BUFFALO	CYCLONE PTO BLOWER
JOHN DEERE	2018 JD Z970R
JOHN DEERE	2018 JD Z970R
JOHN DEERE	2018 JD Z970R
JOHN DEERE	2018 JD Z970R
	BT BLOWER
JOHN DEERE	W48R WALK BEHIND MOWER
JOHN DEERE	6315E CAB TRACTOR
JOHN DEERE	HX15 BATWING 15
JOHN DEERE	HX15 BATWING 15
JOHN DEERE	6120E TRACTOR
JOHN DEERE	2019 JD HX15 ROT CUTTER 6 WHL
JOHN DEERE	6120 E TRACTOR
GARAGE-MATE	COMPRESSOR
INGERSOLL RAND	AIR COMPRESSOR
CRAFTSMAN	5000W GENERATOR
STIHL	MM56 CULTIVATOR
START PURCHASE AFTER AERO GROUNDTEK	
SIMPSON	3700psI PRESSURE WASHER
JOHN DEERE	GT7400A MOWER
JOHN DEERE	Z970R MOWER
JOHN DEERE	Z970R MOWER
JOHN DEERE	Z970R MOWER
JOHN DEERE	Z970R MOWER
JOHN DEERE	Z970R MOWER
JOHN DEERE	Z960M
JOHN DEERE	Z960M
JOHN DEERE	Z960M
JOHN DEERE	Z960M
JOHN DEERE	Z960M
JOHN DEERE	8700 PRECISIONCUT
JOHN DEERE	8700 PRECISIONCUT
JOHN DEERE	1200A BUNKER RAKE
JOHN DEERE	1200A BUNKER RAKE

Equipment List (2 of 2)

MFR	CATEGORY	MODEL
STIHL	CHAIN SAW - POLE	HT101
STIHL	HEDGE TRIMMER	HS81T 24"
STIHL	EDGER	FC90
STIHL	CHAIN SAW - POLE	HT101
STIHL	CHAIN SAW	MS460
JD	BLOWER	BG86
STIHL	HEDGE TRIMMER	HS81T 24"
STIHL	EDGER	FC90
STIHL	EDGER	FC90
STIHL	BLOWER	BR600 MAGNUM
STIHL	BLOWER	BR600 MAGNUM
STIHL	EDGER	FC90
STIHL	HEDGE TRIMMER	HS81T-24
STIHL	HEDGE TRIMMER	HS81T-24
STIHL	STRING TRIMMER	FS110R
STIHL	STRING TRIMMER	FS110R
STIHL	EDGER	FC90
STIHL	BLOWER	BR600
STIHL	STRING TRIMMER	FS110R
STIHL	EDGER	FC90
STIHL	STRING TRIMMER	FS110R
STIHL	BACKPACK BLOWER	BR600
STIHL	HEDGE TRIMMER	HS81T 24"
STIHL	HEDGE TRIMMER	HS81T 24"
STIHL	HEDGE TRIMMER	HL 100K 135
STIHL	HEDGE TRIMMER	HL 100K
STIHL	BLOWER	BR600 MAG
STIHL	BLOWER	BR600 MAG
STIHL	BLOWER	BR600 MAG
STIHL	BLOWER	BR600 MAG
STIHL	BLOWER	BR600 MAG
STIHL	EDGER	FC90
STIHL	EDGER	FC90
STIHL	EDGER	FC90
STIHL	BLOWER	BR600
STIHL	EDGER	FC110
STIHL	BLOWER	BR600MAG
STIHL	BLOWER	BR600MAG
STIHL	STRING TRIMMER	FS110R
STIHL	BLOWER	BG86
STIHL	EDGER	FC110
STIHL	EDGER	FC90
STIHL	HEDGE TRIMMER - POLE	HL100K-135
STIHL	STRING TRIMMER	FS130R
STIHL	BLOWER	BG86
STIHL	BLOWER	BG86
STIHL	STRING/SAW - COMBO	KM110R
STIHL	BLOWER	BG86
STIHL	HEDGE TRIMMER	HL100K-135
STIHL	HEDGE TRIMMER	HL100K-135
STIHL	EDGER	FC110
STIHL	EDGER	FC110
STIHL	STRING TRIMMER	FS110R
STIHL	STRING TRIMMER	FS110R
STIHL	STRING TRIMMER	FS110R
STIHL	STRING TRIMMER	FS110R
STIHL	STRING TRIMMER	FS110R
STIHL	STRING TRIMMER	FS110R
STIHL	STRING TRIMMER	FS110R
STIHL	STRING TRIMMER	FS110R
STIHL	STRING TRIMMER	FS110R
STIHL	STRING TRIMMER	FS110R
STIHL	CHAIN SAW	MS201T-16
STIHL	CHAIN SAW	MS201T-16
STIHL	BLOWER	BR-600
STIHL	BLOWER	BR-600
STIHL	BLOWER	BR-600
STIHL	BLOWER	BR-601
STIHL	BLOWER	BR-603
STIHL	BLOWER	BR-606
STIHL	BLOWER	BR-607
STIHL	BLOWER	BR-608
STIHL	BLOWER	BR-612
STIHL	STRING TRIMMER	FS110R
STIHL	STRING TRIMMER	FS110R
STIHL	STRING TRIMMER	FS110R
STIHL	HEDGE TRIMMER	HL100K135
STIHL	HEDGE TRIMMER	HL100K135
STIHL	HEDGE TRIMMER	HL100K135
STIHL	HEDGE TRIMMER	HL100K135
STIHL	EDGER	FC90
STIHL	EDGER	FC90
STIHL	EDGER	FC90
STIHL	EDGER	FC90
STIHL	EDGER	FC90
STIHL	EDGER	FC90
STIHL	EDGER	FC90
STIHL	CHAIN SAW	MS201T-12
STIHL	STRING TRIMMER	FS130R
STIHL	STRING TRIMMER	FS130R
STIHL	HEDGE TRIMMER	HS81T-24
STIHL	HEDGE TRIMMER	HS81T-24
STIHL	CHAIN SAW	MS290-18
STIHL	EDGER	FC90
STIHL	EDGER	FC91
STIHL	EDGER	FC92
STIHL	EDGER	FC93
STIHL	EDGER	FC94
STIHL	STRING TRIMMER	FS130R
STIHL	STRING TRIMMER	FS130R
STIHL	STRING TRIMMER	FS130R
STIHL	STRING TRIMMER	FS130R
STIHL	BLOWER	BR600MAG
STIHL	STRING TRIMMER	FS130R
STIHL	STRING TRIMMER	FS130R
STIHL	BLOWER	BR600MAG
STIHL	BLOWER	BR600MAG
STIHL	EDGER	FC90
STIHL	STRING TRIMMER	FC90

MFR	CATEGORY	MODEL
STIHL	STRING TRIMMER	FC90
STIHL	HEDGE TRIMMER	HL100K-135
STIHL	HEDGE TRIMMER	HS81T-24
STIHL	HEDGE TRIMMER	HS81T-24
STIHL	HEDGE TRIMMER	HS81T-24
STIHL	BLOWER	BR600
STIHL	BLOWER	BR600
STIHL	BLOWER	BG86Z
STIHL	BLOWER	BG86Z
STIHL	BLOWER	BR600
STIHL	BLOWER	BR600
STIHL	BLOWER	BR600
STIHL	BLOWER	BR600
STIHL	BLOWER	BG86Z
STIHL	BLOWER	BG86Z
STIHL	HEDGE TRIMMER	HL100K-135
STIHL	HEDGE TRIMMER	HL100K-135
STIHL	HEDGE TRIMMER	HL100K-135
STIHL	STRING TRIMMER	FS130R
STIHL	STRING TRIMMER	FS130R
STIHL	STRING TRIMMER	FS130R
STIHL	STRING TRIMMER	FS130R
STIHL	STRING TRIMMER	FS130R
STIHL	STRING TRIMMER	FS130R
STIHL	STRING TRIMMER	FS240R
STIHL	STRING TRIMMER	FS240R
STIHL	STRING TRIMMER	FS240R
STIHL	STRING TRIMMER	FS240R
STIHL	STRING TRIMMER	FS240R
STIHL	STRING TRIMMER	FS130R
STIHL	STRING TRIMMER	FS130R
STIHL	STRING TRIMMER	FS130R
HUSQVARNA	CONCRETE CUT OFF SAW	K760
STIHL	EDGER	FC90
STIHL	STRING TRIMMER	FS130R
STIHL	STRING TRIMMER	FS130R
STIHL	STRING TRIMMER	FS130R
STIHL	STRING TRIMMER	FS130R
STIHL	STRING TRIMMER	FS130R
STIHL	STRING TRIMMER	FS130R
STIHL	STRING TRIMMER	FS130R
STIHL	HEDGE TRIMMER	HL100K 135
STIHL	HEDGE TRIMMER	HL100K 135
STIHL	HEDGE TRIMMER	HL100K 135
STIHL	HEDGE TRIMMER	HL100K 135
STIHL	HEDGE TRIMMER	HL100 135
STIHL	HEDGE TRIMMER	HL100 135
STIHL	HEDGE TRIMMER	HL100 135
STIHL	HEDGE TRIMMER	HL100 135
STIHL	STRING TRIMMER	FS130R
STIHL	STRING TRIMMER	FS130R
STIHL	STRING TRIMMER	FS130R
STIHL	STRING TRIMMER	FS130R
STIHL	STRING TRIMMER	FS130R
STIHL	STRING TRIMMER	FS250R
STIHL	STRING TRIMMER	FS250R
STIHL	STRING TRIMMER	FS130R
STIHL	STRING TRIMMER	FS130R
STIHL	STRING TRIMMER	FS130R
STIHL	STRING TRIMMER	FS130R
STIHL	STRING TRIMMER	FS130R
STIHL	STRING TRIMMER	FS130R
STIHL	POLE SAW	ht101 12
STIHL	MISC/OTHER	POLE SAW
STIHL	STRING TRIMMER	FS130R
STIHL	STRING TRIMMER	FS130R
STIHL	STRING TRIMMER	FS130R
STIHL	STRING TRIMMER	FS130R
STIHL	STRING TRIMMER	FS130R
STIHL	STRING TRIMMER	FS130R
STIHL	STRING TRIMMER	FS130R
STIHL	BLOWER	BR600
STIHL	BLOWER	BR600
STIHL	CHAIN SAW	MS261
STIHL	BLOWER	BR600
STIHL	STRING TRIMMER	FS130R
STIHL	STRING TRIMMER	FS130R
STIHL	STRING TRIMMER	FS130R
STIHL	STRING TRIMMER	FS130R
STIHL	STRING TRIMMER	FS240R
STIHL	STRING TRIMMER	FS240R
STIHL	STRING TRIMMER	FS240R
STIHL	STRING TRIMMER	FS240R
STIHL	STRING TRIMMER	FS240R
STIHL	CHAIN SAW	MS193T
STIHL	CHAIN SAW	MS271
STIHL	CHAIN SAW	MS250KIT
STIHL	CHAIN SAW	MS193T14
STIHL	AUGER	BT130
STIHL	AUGER	BT45EAD
STIHL	POLE SAW	HT250
STIHL	STRING TRIMMER	FS131R
STIHL	STRING TRIMMER	FS131R
STIHL	EDGER	FC91
STIHL	STRING TRIMMER	FS131R
STIHL	STRING TRIMMER	FS131R
STIHL	STRING TRIMMER	FS131R
STIHL	EDGER	FC91
STIHL	EDGER	FC91
STIHL	CHAIN SAW	MS201TCM14
STIHL	TRIMMER	FS131R
STIHL	TRIMMER	FS131R
STIHL	EDGER	FC91
STIHL	EDGER	FC91
STIHL	EDGER	FC91
STIHL	EDGER	FC91
STIHL	CHAINSAW	MS201TCM14
STIHL	CHAINSAW	MS250KIT
STIHL	HEDGE TRIMMER	HS82T 30

MFR	CATEGORY	MODEL
STIHL	HEDGE TRIMMER	HS82T 30
STIHL	HEDGE TRIMMER	HS82T 30
STIHL	HEDGE TRIMMER	HS82T 30
STIHL	HEDGE TRIMMER	HL94K 145
STIHL	HEDGE TRIMMER	HL94K146
STIHL	CHAIN SAW	MS311 20
STIHL	CHAIN SAW	MS311 20
STIHL	BATTERY	AR900-D
STIHL	BATTERY	AR900-D
STIHL	POLE PRUNER	HT250
STIHL	POLE PRUNER	HT250
STIHL	EDGER	FC91
STIHL	EDGER	FC91
STIHL	EDGER	FC91
STIHL	EDGER	FC91
STIHL	TRIMMER	FS131R
STIHL	TRIMMER	FS131R
STIHL	TRIMMER	FS131R
STIHL	TRIMMER	FS131R
STIHL	TRIMMER	FS131R
STIHL	TRIMMER	FS131R
STIHL	TRIMMER	FS131R
STIHL	TRIMMER	FS131R
STIHL	BLOWER	BR600
STIHL	BLOWER	BR600
STIHL	BLOWER	BR600
STIHL	BLOWER	BR600
STIHL	CHAIN SAW	MS201TCM 16
STIHL	CHAIN SAW	MS201TCM 16
STIHL	HEDGE TRIMMER	HL94 145
STIHL	HEDGE TRIMMER	HL94 145
STIHL	HEDGE TRIMMER	HL94K 145
STIHL	HEDGE TRIMMER	HL94K 145
STIHL	TRIMMER	FSA90R
STIHL	TRIMMER	FSA90R
STIHL	TRIMMER	FSA90R
STIHL	TRIMMER	FSA90R
STIHL		AP300
STIHL		AP300
STIHL		AP300
STIHL		AP300
STIHL	HAND HELD BLOWER	BGA100
STIHL	HAND HELD BLOWER	BGA100
STIHL	HEDGE TRIMMER	HAL85 20D
STIHL	HEDGE TRIMMER	HAL85 20D
STIHL	HEDGE TRIMMER	HAL85 20D
STIHL	POLE SAW	HT133 14
STIHL	POLE SAW	HT133 14
STIHL	BATTERY CHAIN SAW	MAS00CBQ
STIHL	BATTERY CHAIN SAW	MAS00CBQ
STIHL	TRIMMER	FS240R
STIHL	TRIMMER	FS240R
STIHL	TRIMMER	FS131R
STIHL	TRIMMER	FS131R
STIHL	TRIMMER	FS131R
STIHL	TRIMMER	FS131R
STIHL	TRIMMER	FS131R
STIHL	HEDGE TRIMMER	HL94K 145
STIHL	HEDGE TRIMMER	HL94K 145
STIHL	EDGER	FC111
STIHL	EDGER	FC111
STIHL	EDGER	FC111
STIHL	TRIMMER	FS131R
STIHL	TRIMMER	FS131R
STIHL	TRIMMER	FS131R
STIHL	TRIMMER	FS131R
STIHL	TRIMMER	FS131R
STIHL	HEDGE TRIMMER	HL94K 145
STIHL	HEDGE TRIMMER	HL94K 145
STIHL	HEDGE TRIMMER	HL94K 145
STIHL	HEDGE TRIMMER	HL94K 145
MAKITA	HAND HELD TRENCHER	GR20 EK6101
STIHL	BATT BLOWER	BGA45
ECHO	12" CHAIN SAW	CS2511T-12
ECHO	12" CHAIN SAW	CS2511T-12
ECHO	21 CC AUGER DRILL	EDR210
STIHL	HEDGE TRIMMER	HLA85 20
STIHL	HEDGE TRIMMER	HS82T 24
STIHL	HEDGE TRIMMER	HS82T 24
STIHL	HEDGE TRIMMER	HS82T 24
STIHL	HEDGE TRIMMER	HS82T 24
STIHL	HEDGE TRIMMER	HS82T 24
STIHL	TERY POWERED BLOWE	BGA100
STIHL	BACK PACK BATTERY	AR3000
STIHL	BLOWER	BR600
STIHL	BLOWER	BR600
STIHL	BLOWER	BR600
STIHL	BLOWER	BR600
STIHL	BLOWER	BR600
STIHL	TRIMMER	FS131R
STIHL	TRIMMER	FS131R
STIHL	TRIMMER	FS131R
STIHL	TRIMMER	FS131R
STIHL	TRIMMER	FS131R
STIHL	TRIMMER	FS131R
STIHL	TRIMMER	FS131R
STIHL	TRIMMER	FS131R
STIHL	TRIMMER	FS131R
STIHL	MISC/OTHER	MM56 CULTIVATOR
ECHO	CHAIN SAW	CLIMB SAW
ECHO	CHAIN SAW	CLIMB SAW
STIHL	HEDGE TRIMMER	HEDGE TRIMMER
STIHL	HEDGE TRIMMER	HEDGE TRIMMER
STIHL	HEDGE TRIMMER	HEDGE TRIMMER
STIHL	HEDGE TRIMMER	HEDGE TRIMMER
STIHL	HEDGE TRIMMER	HEDGE TRIMMER
STIHL	HEDGE TRIMMER	HEDGE TRIMMER
STIHL	HEDGE TRIMMER	HEDGE TRIMMER

Attachment: Exhibit C - Aero Groundtek Proposal (2022-R-68 : Landscape Maintenance Contract for City Buildings and Grounds)

858 Maguire Road – Ocoee, FL 34761 • 407-877-7473 • Charles@groundtek.com

CHARLES PROFFITT

Objective

Demonstrate Experience

Experience

2007 – Present **Aero Groundtek** **Ocoee, FL**

Director of Operations/Quality Control

- Oversee daily operation of specific projects
- Coordinate a team of Maintenance professional to deliver the highest of quality service available
- Ensure company policies and procedures are followed by each maintenance crew
- Motivate, Train and Develop Staff
- Customer Relations
- Prepare and deliver daily, weekly, and monthly reports and deliverables to clients
- Plan and conduct weekly and monthly safety meetings
- Maintain Fertilizer and Pest Control Inventory
- Maintain and deliver all chemical records

2003 – 2007 **Dr. Jacks Pest Control, Inc.** **Orlando, FL**

- Mix herbicides and pesticides according to manufacturer's specification sheets
- Responsible and safe application of both granular and liquid fertilizer, herbicides, and pesticides in adherence to all local and state regulations
- Spray lawn, shrubs, and trees with fertilizer, herbicides, and insecticides
- Inventory and maintain chemical supplies

1992 – 1996 **United States Marine Corps**

Education

1990 – 1991 Seminole Community College Lake Mary, FL

60 Credit Hours

- General Education

Awards and Certificates

- Advanced MOT Certified Traffic Control Supervisor
- Limited Lawn and Ornamental Spray Applicators License
- Multiple IFAS BPM Courses
- FNGLA Certified Landscape Maintenance Technician
- ROW Pesticide License Holder / Aquatic Pesticide License Holder
- GI-BMP Certificate Holder

Attachment: Exhibit C - Aero Groundtek Proposal (2022-R-68 : Landscape Maintenance Contract for City Buildings and Grounds)

858 Maguire Road – Ocoee, FL 407-877-7473 Gregory@groundtek.com

GREGORY L. BORI

Objective

Demonstrate Experience

Experience

1997 – Present **Aero Groundtek** **Ocoee, FL**

Director of Operations

- Direct overall business and corporation operations
- Promote economic development of operations
- Ensure company policies and procedures are followed by each department
- Attract, retain and motivate staff
- Report and share information to President and CEO to ensure they are kept fully informed on the condition of the organization and important factors influencing it
- Analyze Financial Reports
- Ensure highly productive relationship and partnerships for the benefit of the organization
- Set goals, monitor work, and evaluate results to ensure that departmental and organizational objectives and operating requirement are met and in line with the needs and mission of the organization

1997 – 1999 Valencia Community College Orlando, FL

Awards and Certifications

- FNGLA Certified Landscape Contractor
- Aquatic Pest Control License Holder
- ROW Pest Control License Holder
- Natural Areas Pest Control License Holder
- ISA Certified Arborist
- Class A CDL Driver's License
- Advanced MOT Certified Traffic Control Supervisor

Attachment: Exhibit C - Aero Groundtek Proposal (2022-R-68 : Landscape Maintenance Contract for City Buildings and Grounds)

Summary of Corporate Profile

Over 30 years ago, Groundtek of Central Florida, Inc. was created as family owned, full-service landscaping company. The Firm proceeded to service institutional and commercial clients until 2020 when it caught the eye of a larger facilities management group looking for reputable Florida landscape companies. In April of 2020 Groundtek officially became Aero Groundtek, a subsidiary Outworx Group. Around the same time, the Shepard's Landscaping was also acquired by Outworx.

Today Aero Groundtek LLC is able to bring the same local expertise, talent and services backed by larger resources and support.

Aero Groundtek, LLC 407-877-7473
858 Maguire RD, Ocoee Fl 34761

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

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

Previous On List Next On List Return to List aero groundtek Search

No Events No Name History

Detail by Entity Name

Foreign Limited Liability Company
AERO GROUNDTEK LLC

Filing Information

Document Number	M20000003970
FEI/EIN Number	84-4918513
Date Filed	04/24/2020
State	DE
Status	ACTIVE

Principal Address

165 CANTIAGUE ROCK RD
WESTBURY, NY 11590-2826

Mailing Address

165 CANTIAGUE ROCK RD
WESTBURY, NY 11590-2826

Registered Agent Name & Address

INTERSTATE AGENT SERVICES LLC
100 SE 2 ST STE 2000 #209
MIAMI, FL 33131

Authorized Person(s) Detail

Name & Address

Title MGRM

AERO OPERATING, LLC
165 CANTIAGUE ROCK RD
WESTBURY, NY 11590-2826

Annual Reports

Report Year	Filed Date
2021	04/15/2021

Document Images

04/15/2021 -- ANNUAL REPORT View image in PDF format
04/24/2020 -- Foreign Limited View image in PDF format

Previous On List Next On List Return to List aero groundtek Search

No Events No Name History

Florida Department of State, Division of Corporations

Attachment: Exhibit C - Aero Groundtek Proposal (2022-R-68 : Landscape Maintenance Contract for City Buildings and Grounds)

AERO GROUNDTEK

Team members at Aero Groundtek hold the following credentials:

- **Pest Control Operators License**
- **GI-BMP Certification (Green Industries Best Management Practices)**
- **Limited Urban Fertilizer Certification**
- **Advanced MOT**
- **FNGLA Certified Landscape Contractors**
- **FNGLA Certified Landscape Maintenance Technician**
- **Certified Arborist**
- **Industry Trained Climbers, Cutters and Groundsmen**
- **Licensed as a Dealer in Agriculture Products**
- **Right of Way, Aquatic and Natural Areas Pesticide Application License**
- **Traffic Control Supervision License**
- **Orange County Irrigation License**
- **Florida Irrigation Society Certification**
- **Certified Back-flow Tester/Repair Certification**
- **Accredited Welders and Accredited Mechanics**

Litigation Statement

Proposer has one single litigation in the last 5 years. Proposer has been sued by a party injured in a sweeper accident in which the Proposer's insurer and Proposer vigorously contest liability since the other party caused the accident by running into the sweeper. This is confirmed by the accident report by the police. This case is in the early stage at this time. Generally, operators like Proposer may be made a party to a lawsuit in the ordinary course of their doing business because of accidents caused by the other party. Notably, Proposer has not been involved in any litigation over its ability to perform its contracts, and never has Proposer's performance bond been called upon.

Respectfully Submitted,

Gregory Bori
Aero Groundtek

Aero Groundtek, LLC 407-877-7473
13464 N US Hwy 301, Oxford, FL 34484

Form **W-9**
(Rev. October 2018)
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.

Print or type. See **Specific Instructions** on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

AERO GROUNDTEK LLC.

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

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

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☑ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ C

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

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

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

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

858 MAGUIRE RD

6 City, state, and ZIP code

OCOEE, FL 34761

Requester's name and address (optional)

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN,* later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

8	4	–	4	9	1	8	5	1	3

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 ▶ Claudia Pacheco Date ▶ 8/9/21

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9.*

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

Attachment: Exhibit C - Aero Groundtek Proposal (2022-R-68 : Landscape Maintenance Contract for City Buildings and Grounds)

AERO GROUNDTEK

Conclusion

On Behalf of Aero Groundtek LLC and all its employees let me thank you for the opportunity to bid on RFP 22-BG-13: Landscape Maintenance Services. We look forward to doing business with you. If you need any further assistance with this project, please do not hesitate to contact our Lead Estimator, Luke Blackson. He can be reached on his direct line at 352-286-3521. Or his email is lblackson@groundtek.com

Sincerely:

Gregory Bori

General Manager

Aero Groundtek LLC

Attachment: Exhibit C - Aero Groundtek Proposal (2022-R-68 : Landscape Maintenance Contract for City Buildings and Grounds)

Attachment: Exhibit D - Brightview Landscape (2022-R-68 : Landscape Maintenance Contract for City Buildings and Grounds)

PROPOSER CHECK LIST

I M P O R T A N T: Please read carefully, sign in the spaces indicated and return with your Qualification.
Proposer should check off each of the following items as the necessary action is completed:

- [x] The standard contract/ agreement has been signed and included.
- [x] All applicable forms have been signed and included
- [x] All information as requested in the Proposer's Qualification Form is included.
- [x] Any addenda have been signed and included.
- [ ] The mailing envelope has been addressed to:

CITY CLERK
City of Holly Hill
1065 Ridgewood
Ave.
Holly Hill, Florida 32117

- [x] The **mailing envelope must be sealed and marked** with Qualification Number **"RFP 22-BG-13",** Proposal Title **"Landscape Maintenance Services" and Due Date "August 9th, 2022 @ 10:00 am"**.

- [x] The Proposals will be mailed or delivered in time to be received no later than the specified due date and time. (Otherwise Proposals cannot be considered.)

ALL COURIER-DELIVERED PROPOSALS MUST HAVE THE RFP NUMBER AND PROPOSAL NAME ON THE OUTSIDE OF THE COURIER PACKET

Brightview Landscape Services — Company
701 Codisco Way — Address
Authorized Signature
Sanford, FL 32771 — City, State, Zip Code
Chad Wood- Busines Developer — Printed Name & Title
407-669-3957 — Telephone No.

Chad.Wood@brightview.com 407-302-5573
Email Fax No.

VENDOR SERVICES AGREEMENT
Landscape Maintenance Services
RFP 22-BG-13

THIS AGREEMENT is made and entered into this 4th day of August 2022, by and between Brightview Landscape Services, duly authorized to conduct business in the State of Florida and whose address is 701 Lodisio Way Sanford FL, hereinafter, called "CONTRACTOR" and the **CITY OF HOLLY HILL**, a political subdivision of the State of Florida, whose address is 1065 Ridgewood Ave, Holly Hill, FL 32117, hereinafter called "CITY".

SECTION 1. AGREEMENT. The terms of this Agreement, together with the incorporation of the terms and conditions of the Request for Proposal **(RFP 22-BG-13),** and any exhibits, schedules and attachments hereto, and any and all amendments relating to same, and any and all submittals from CONTRACTOR, constitute the entire Agreement between CITY and CONTRACTOR. This Agreement is the final, complete and exclusive expression of the terms and conditions of the parties' Agreement. Any and all prior agreements, representations, negotiations, and understandings made by the parties, oral or written, expressed or implied, are hereby superseded and merged herein.

SECTION 2. TERM OF AGREEMENT. The term of this Agreement shall be for three (3) years from the date of award with two (2) one year extension options. Renewal options may be exercised at the discretion of the City Manager based on performance of the company and adherence to the terms and conditions set forth in the RFP documents. The City Manager retains the sole right to determine whether the renewal option shall be granted.

SECTION 3. COMPENSATION. For Services rendered, the CITY shall pay the CONTRACTOR a lump-sum fee, including or excluding reimbursable expenses as mutually agreed upon. Unless otherwise agreed in a Scope of Services, the CONTRACTOR will invoice the City monthly based upon the CONTRACTOR's estimate of the portion of the total Services actually completed at the time of billing.

SECTION 4. NOTICES. Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered or certified United States mail, return receipts requested, addressed to the party for whom it is intended at the place last specified. The place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

For City:
Valerie Manning, City Clerk
City of Holly Hill
1065 Ridgewood Ave.
Holly Hill, FL 32117
(386)248-9441

For Contractor:
Chad Wood - Business Developer (Name, Title)
Brightview Landscape Services (Company)
701 Lodisio Way (Address)
Sanford, FL 32771 (City, State, Zip)
407-669-3957 (Phone)

Attachment: Exhibit D - Brightview Landscape (2022-R-68 : Landscape Maintenance Contract for City Buildings and Grounds)

SECTION 5. RIGHTS AT LAW RETAINED. The rights and remedies of CITY, provided for under this Agreement, are in addition and supplemental to any other rights and remedies provided by law.

SECTION 6. CONTROLLING LAW, VENUE, ATTORNEY'S FEES. This Agreement is to be governed, construed, and interpreted by, through and under the laws of Florida. Venue for any litigation between the parties to this Agreement shall be in the County of Volusia, Florida and any trial shall be non-jury. The prevailing party in any litigation arising from or related to this Agreement shall be reimbursed reasonable attorney fees and costs, including all fees and costs of an appeal.

SECTION 7. MODIFICATIONS TO AGREEMENT. This Agreement and any exhibits, amendments and schedules may only be amended, supplemented, modified or canceled by a written instrument duly executed by the parties hereto of equal dignity herewith.

SECTION 8. SEVERABILITY. If, during the term of this Agreement, it is found that a specific clause or condition of this Agreement is illegal under federal or state law, the remainder of the Agreement not affected by such a ruling shall remain in force and effect.

SECTION 9. WAIVER OF JURY TRIAL. THE CITY AND CONSULTANT HAVE SPECIFICALLY WAIVED THE RIGHT TO A JURY TRIAL CONCERNNG ANY DISPUTES WHICH MAY ARISE CONCERNING THIS AGREEMENT.

SECTION 10. NON-WAIVER. No indulgence, waiver, election or non-election by CITY under this Agreement shall affect CONSULTANT's duties and obligations hereunder.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date written above for execution by CITY.

WITNESSES:

_____

WITNESSES:

_____

_____

CITY OF HOLLY HILL

_____
Joseph Forte, City Manager

Dated: _____

FIRMS
By: _____
_____, _____

Dated: 8-4-22

Attachments: A. RFP 22-BG-13
B. Firm Response to RFP

Approved by the City Commission of the City of Holly Hill at a meeting held on this _____ day of_____, 2022 under Agenda Item No._____.

Attachment: Exhibit D - Brightview Landscape (2022-R-68 : Landscape Maintenance Contract for City Buildings and Grounds)

CONFLICT OF INTEREST AFFIDAVIT

By the signature below, the firm (employees, officers and/or agents) certifies, and hereby discloses, that, to the best of their knowledge and belief, all relevant facts concerning past, present, or currently planned interest or activity (financial, contractual, organizational, or otherwise) which relates to the proposed work; and bear on whether the firm (employees, officers and/or agents) has a possible conflict have been fully disclosed.

Additionally, the firm (employees, officers and/or agents) agrees to immediately notify in writing the Finance Director, or designee, if any actual or potential conflict of interest arises during the contract and/or project duration.

Brightview Landscape Services
Company

Authorized Signature

Chad Wood - Business Developer
Printed Name & Title

Chad.Wood@brightview.com
Email

701 Codisco Way
Address

Sanford, FL 32771
City, State, Zip Code

407-669-3957
Telephone No.

407-302-5573
Fax No.

State of Florida)
City of Sanford)

SUBSCRIBED AND SWORN to before me this 4th day of August, 2022, by Chad Wood, who is personally known to me to be the _____ for the Firm, OR who produced the following identification: _____.

Amanda Ramos
Notary Public

AMANDA RAMOS
MY COMMISSION # HH 005949
EXPIRES: June 2, 2024
Bonded Thru Notary Public Underwriters

My Commission Expires: 6/2/2024

Attachment: Exhibit D - Brightview Landscape (2022-R-68 : Landscape Maintenance Contract for City Buildings and Grounds)

PROPOSERS QUALIFICATION FORM

LIST MAJOR WORK PRESENTLY UNDER CONTRACT:

% Completed	Project	Contract Amount
All of our contracts are 100% Complete		$
They are on a monthly, Weekly, and		$
daily Service agreement.		$

LIST CURRENT PROJECTS ON WHICH YOUR FIRM IS THE CANDIDATE FOR AWARD:

OTHER INFORMATION ABOUT PROJECTS:

Have you, at any time, failed to complete a project? ☐ Yes ☒ No

STATEMENT OF LITIGATION:

Are there any judgments, claims or suits pending or outstanding by or against you?
☐ Yes ☒ No

If the answer to either question is yes, submit details on separate sheet. List all lawsuits that have been filed by or against your firm in the last five (5) years:

Attachment: Exhibit D - Brightview Landscape (2022-R-68 : Landscape Maintenance Contract for City Buildings and Grounds)

FEES:

List total fees for work done on all City projects in the past five (5) years, whether as an individual firm or as part of a joint venture. **Fees must be listed individually by contract or project and then summarized as a total dollar amount.** Attach additional page if necessary.

$ 2,650,444 **Total Fees for work done on all City projects**

Attachment: Exhibit D - Brightview Landscape (2022-R-68 : Landscape Maintenance Contract for City Buildings and Grounds)

REFERENCES:
Bank(s) Maintaining Account(s): PNC Bank, N.A

Surety/Underwriter: (if required) N/A

Other References: (Use additional sheets if necessary)

TYPE OF FIRM:

☒ Corporation/Years in Business: 82. If firm is a corporation, please list state in which it is incorporated: Florida. If firm is a corporation, by signing this form, Proposer certifies that the firm is authorized to do business in the State of Florida.
☐ Partnership/Years in Business: _____
☐ Sole Proprietorship/Years in Business: _____
☐ Other: Please list: _____ _____

Pursuant to information for prospective Proposers for the above-mentioned proposed project, the undersigned is submitting the information as required with the understanding that it is only to assist in determining the proposals of the organization to perform the type and magnitude of work intended, and further, guarantee the truth and accuracy of all statements herein made. We will accept your determination of proposals without prejudice.

701 Codisco Way Sanford, FL 32771
Company Address City, State Zip code

Authorized Signature

Attachment: Exhibit D - Brightview Landscape (2022-R-68 : Landscape Maintenance Contract for City Buildings and Grounds)

DECLARATION STATEMENT

City of Holly Hill
1065 Ridgewood Ave.
Holly Hill, FL 32117

RE: RFP NO. 22-BG-13 "Landscape Maintenance Services"

Dear Mayor and Commission Members:

The undersigned, as Proposer (herein used in the masculine, singular, irrespective of actual gender and number) declares that he is the only person interested in this Proposal or in the contract to which this Proposal pertains, and that this Proposal is made without connection or arrangement with any other person and this Proposal is in every respect fair and made in good faith, without collusion or fraud.

The Proposer further declares that he has complied in every respect with all the Instructions to Proposers issued prior to the opening of Proposals, and that he has satisfied himself fully relative to all matters and conditions with respect to the general condition of the contract to which the Proposal pertains.

The Proposer puts forth and agrees to commence negotiations, in accordance with the Federal 40 USC Title 1101-1104 (Brooks Act) and F.S. 287.055(5), and execute an appropriate City document for the purpose of establishing a formal contractual relationship between him, and the City for the performance of all requirements to which the Proposal pertains. The Proposer states that the Proposal is based upon the Proposal documents listed in **RFP #22-BG-13.**

IN WITNESS WHEREOF, WE have hereunto subscribed our names on this 4th day of August, 2022 in the City of Holly Hill, in the State of Florida.

Brightview Landscape Services
Company

Authorized Signature

701 Codisco Way
Address

Sanford FL 32771
City, State, Zip Code

Attachment: Exhibit D - Brightview Landscape (2022-R-68 : Landscape Maintenance Contract for City Buildings and Grounds)

INSURANCE REQUIREMENTS

INSURANCE TYPE	REQUIRED LIMITS
☒ 1. Worker's Compensation	Statutory Limits of Florida Statutes, Chapter 440 and all Federal Government Statutory Limits and Requirements.
☒ 2. Commercial General Liability (Occurrence Form) patterned after the current I.S.O form with no limiting endorsements.	Bodily Injury & Property Damage $1,000,000 single limit per occurrence

☒ 3. Indemnification: To the maximum extent permitted by Florida law, the Contractor/Vendor/Consultant shall indemnify and hold harmless the City of Holly Hill, its officers and employees from any and all liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees and paralegals' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor/Vendor/Consultant or anyone employed or utilized by the Contractor/Vendor/Consultant in the performance of this Agreement. This indemnification obligation shall not be construed to negate, abridge or reduce any other rights or remedies which otherwise may be available to an indemnified party or person described in this paragraph.

This section does not pertain to any incident arising from the sole negligence of the City of Holly Hill.

☒ 4. Automobile Liability	$ 500,000 Each Occurrence Owned/Non-owned/Hired Automobile Included
☒ 5. Other Insurance as indicated below: Errors and Omissions or Professional Malpractice Coverage	$ 1,000,000 Per Occurrence

☐ 6. Aircraft Liability $1,000,000 each occurrence combined single limit for bodily injury liability and property damage liability.

☒ 7. Contractor shall ensure that all subcontractors comply with the same insurance requirements that he is required to meet. The same Contractor shall provide City with certificates of insurance meeting the required insurance provisions.

☒ 8. The City of Holly Hill must be named as "**ADDITIONAL INSURED**" on the Insurance Certificate for Commercial General Liability where required.

Attachment: Exhibit D - Brightview Landscape (2022-R-68 : Landscape Maintenance Contract for City Buildings and Grounds)

INSURANCE REQUIREMENTS
(Continued)

☒ 9. The City of Holly Hill shall be named as the Certificate Holder. NOTE--The "Certificate Holder" should read as follows:

City of Holly Hill
1065 Ridgewood Ave.
Holly Hill, Florida

No City Division, Department, or individual name should appear on the Certificate. No other format will be acceptable.

☒ 10. **Thirty (30) Days Cancellation Notice** required.

☒ 11. The Certificate must state the **RFP 22-BG-13** and **Landscape Maintenance Services**

==========

PROPOSER'S AND INSURANCE AGENT'S STATEMENT:

We understand the insurance requirements of these specifications and that the evidence of insurability may be required within five (5) days of the award of **RFP**.

BrightView Landscape Services
Company

Authorized Signature

Chad Wood - Business Developer
Printed Name & Title

Chad.Wood@brightview.com
Email

AON
Insurance Agency

Simone Gerhard
Signature of Proposer's Agent

701 Codisco Way
Address

Sanford, FL 32771
City, State, Zip Code

407-669-3957
Telephone No.

407-302-5573
Fax No.

Attachment: Exhibit D - Brightview Landscape (2022-R-68 : Landscape Maintenance Contract for City Buildings and Grounds)

DRUG-FREE WORKPLACE PROGRAM CERTIFICATION

Preference to businesses with drug-free workplace programs. -- Whenever two or more bids, proposals, or replies that are equal with respect to price, quality, and service are received by the state or by any political subdivision for the procurement of commodities or contractual services, a bid, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

(1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

(2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug- free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

(3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

(4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 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 this section.

Does the individual responding to this solicitation certify that their firm has implemented a drug-free workplace program in accordance with the provision of Section 287.087, Florida Statues, as stated above?

☒ **Yes**
☐ **No**

Brightview Landscape Services Company	701 Codisco Way Address
 Authorized Signature	Sanford, FL 32771 City, State, Zip Code
Chad Wood - Business Developer Printed Name & Title	407-666-3957 Telephone No.
Chad.Wood@Brightview.com Email	407-302-5573 Fax No.

Attachment: Exhibit D - Brightview Landscape (2022-R-68 : Landscape Maintenance Contract for City Buildings and Grounds)

NON-COLLUSION AFFIDAVIT OF PRIME QUALIFIER

State of Florida

County of Volusia

Chad Wood, being first duly sworn, deposes and says that:

He/she is Business Developer of Brightview Landscape, Proposer that has submitted the attached Qualification;

He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;

Neither the said Proposer nor any of its officers, partners, owners, agent representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer, firm or person, to fix the price or prices in the attached Qualification or of any other Proposer, or to fix any overhead, profit or cost element of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the CITY OF HOLLY HILL.

The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Brightview Landscape Services	761 Codisto Way
Company	Address
Authorized Signature	Sanford, FL 32771
Chad Wood - Business Developer	City, State, Zip Code
Printed Name & Title	407-669-3957
Chad.wood@brightview.com	Telephone No.
Email	407-302-5573
	Fax No.

Subscribed and sworn to before me this 4th day of August, 2022.

Amanda Ramos

Amanda Ramos

Title Branch Admin

My Commission Expires: 6/2/24

AMANDA RAMOS
MY COMMISSION # HH 005949
EXPIRES: June 2, 2024
Bonded Thru Notary Public Underwriters

Attachment: Exhibit D - Brightview Landscape (2022-R-68 : Landscape Maintenance Contract for City Buildings and Grounds)

ACKNOWLEDGEMENTS
RFP 22-BG-13 Landscape Maintenance Services

To: City of Holly Hill
1065 Ridgewood Ave
Holly Hill, FL 32117

From : Insert Information
"Contractor"

The Contractor agrees to provide LANDSCAPE MAINTENANCE SERVICES as defined in this Request for Proposals document and in accordance with the requirements of the specifications and related work authorizations/contract documents.

The undersigned Contractor has carefully examined the RFP requirements and related contract documents and is familiar with the nature and extent of the work and any local conditions that may in any manner affect the work to be done.

The undersigned agrees to provide the LANDSCAPE MAINTENANCE SERVICES called for by the RFP documents, in the manner prescribed therein and to the standards of quality and performance established by the City for the quality of service quoted.

The undersigned agrees to the right of the City to hold the Request for Proposals submittals and guarantees the future related proposals for a period not to exceed one hundred eighty (180) days from the effective date of the contract term.

The undersigned accepts the invoicing and payment policies specified in the RFP.

Upon award of this RFP, the City and Contractor each binds himself, itself, or herself, its partners, successors, assigns, and legal representatives to the other party hereto in respect to all covenants, agreements, and obligations contained in the RFP Documents.

The RFP Document constitutes the entire agreement between City and Contractor and may only be altered, amended, or repealed by a Change Order or a written amendment.

The Contractor, by signing these RFP Submittal pages, acknowledges and agrees to abide by all the terms, conditions, and specifications contained in this RFP Document.

Contractor shall guarantee the LANDSCAPE MAINTENANCE SERVICES within n/a **calendar days from receipt of Purchase Order or Work Authorization / Notice to Proceed.**

Dated this 4th **day of** August **(Month)**, 2022 **(Year)**

Attachment: Exhibit D - Brightview Landscape (2022-R-68 : Landscape Maintenance Contract for City Buildings and Grounds)

INDIVIDUAL, FIRM, CORPORATION, LIMITED LIABILITY, PARTNERSHIP, OR OTHER FORM OF ENTITY

By: _____ / Chad Wood
(Signature) (Print name)

Address: 701 Codisco Way
Sanford, FL 32771

Telephone: (407) 669-3952 Fax: (407) 302-5573

Taxpayer Identification Number (TIN): 95-4194223

CORPORATION

By: _____ / Chad Wood
(Signature) (Print name)

Address: 701 Codisco Way
Sanford, FL 32771

Telephone: (407) 669-3952 Fax: (407) 302-5573

Taxpayer Identification Number (TIN/EIN): 95-4194223

State Under Which Corporation Was Chartered:
Florida

Corporate President: Michael Dozier
(Print Name)

Corporate Secretary: Susan DeSantis
(Print Name)
or Corporate Assistant Secretary

Attachment: Exhibit D - Brightview Landscape (2022-R-68 : Landscape Maintenance Contract for City Buildings and Grounds)

Corporate Treasurer: Katrina Knows
(Print Name)

CORPORATE SEAL

Attest By: Susan DeSantis

Assistant Secretary

Signature: Susan DeSantis Date: 8.5.2022

Attachment: Exhibit D - Brightview Landscape (2022-R-68 : Landscape Maintenance Contract for City Buildings and Grounds)

COMPLIANCE WITH THE PUBLIC RECORDS LAW

Upon award recommendation or ten (10) days after opening, submittals 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. The submission of a proposal authorizes release of your firm's credit data to the CITY.

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 in a separate envelope marked accordingly.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT

Valerie Manning, City Clerk
386-248-9441
vmanning@hollyhillfl.org
1065 Ridgewood Ave
Holly Hill, FL 32117

A provision that requires the contractor to comply with public records laws, specifically to:
1. Keep and maintain public records required by the public agency to perform the service.
2. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

By submitting a response to this solicitation, the company agrees to defend the CITY in the event we are forced to litigate the public records status of the company's documents.

Attachment: Exhibit D - Brightview Landscape (2022-R-68 : Landscape Maintenance Contract for City Buildings and Grounds)

Company Name: Brightview Landscape Services

Authorized representative (printed): Chad Wood

Authorized representative (signature):

Project Number: RFP 22-BG-13 Date: 8-4-22

Attachment: Exhibit D - Brightview Landscape (2022-R-68 : Landscape Maintenance Contract for City Buildings and Grounds)

REFERENCES FORM

Provide the business names, contact persons and telephone numbers of four (4) references for which the firm has provided services described in this Qualification for three (3) years or more within the last five (5) years. Include relationships with governmental agencies. It is our intent to contact these references during the evaluation process.

1. Name of Company: City of Deltona
   Address: 255 Enterprise Rd. Deltona FL 32725
   Point of Contact: Jacque Cioffi
   Phone #: 386-878-8974 Email address: JCioffi@deltonafl.gov
   Service(s) Provided: Landscape maintenance for medians, parks, Water plants, retentions, and office locations
   Dates of Service: April 2021 – present

2. Name of Company: Seminole County Roadways & Parks and Facilities
   Address: 121 Bush Loop Sanford, FL 32773
   Point of Contact: William Pandos
   Phone #: 321-377-0543 Email address: WPandos@seminolecountyfl
   Service(s) Provided: Landscape maintenance for all roadways, parks, & facilities
   Dates of Service: March 2008 – present

3. Name of Company: City of Lake Mary
   Address: 100 N. County Club Rd. Lake Mary, FL 32746
   Point of Contact: Radley Williams
   Phone #: 407-585-1456 Email address: RWilliams@lakemary.com
   Service(s) Provided: Landscape maintenance for all roadways
   Dates of Service: Feb 2021 – present

4. Name of Company: Villages of Royal Palm
   Address: 1483 Areca Palm Dr. Port Orange, FL 32128
   Point of Contact: Jessica Cox
   Phone #: 386-310-2853 Email address: jcox@lelandmanagement.co

Attachment: Exhibit D - Brightview Landscape (2022-R-68 : Landscape Maintenance Contract for City Buildings and Grounds)

Service(s) Provided: Landscape maintenance, irrigation, and tree care for common areas and home sites

Dates of Service: Jan 2019 - present

Attachment: Exhibit D - Brightview Landscape (2022-R-68 : Landscape Maintenance Contract for City Buildings and Grounds)

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. THIS SWORN STATEMENT IS SUBMITTED TO City of Holly Hill
by Amanda Ramos - Branch Administrator
(Print Individual's Name and Title)
for Chad Wood
(Print Name of Entity Submitting Sworn Statement)
whose business is Brightview Landscape Services
and (if applicable) its Federal Employer Identification Number (FEIN) is 95-4194223

2. I understand that a "public entity crime" as defined in Paragraph 287.133 (1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

   a. A predecessor or successor of a person convicted of a public entity crime; or

   b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provisions 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.

Attachment: Exhibit D - Brightview Landscape (2022-R-68 : Landscape Maintenance Contract for City Buildings and Grounds)

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies).

_X_ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, nor any affiliates of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in 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 CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR A CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____
(Signature)

Sworn and subscribed before me this 4th day of August, 2022.

Personally known ✓

OR produced identification _____

_____
(Type of Identification)

_____
(Notary)

Notary Public State of Florida

My commission expires: 6/2/2024

AMANDA RAMOS
MY COMMISSION # HH 005949
EXPIRES: June 2, 2024
Bonded Thru Notary Public Underwriters

Attachment: Exhibit D - Brightview Landscape (2022-R-68 : Landscape Maintenance Contract for City Buildings and Grounds)

VENDOR INFORMATION

Vendor is:
(X) Corporation
( ) Partnership
( ) Sole Proprietorship
( ) Other_____(Explain)

Federal Employer Identification Number: 95-4194223

Firm Name: Brightview Landscape Services, Inc

Mailing Address: 70 Codisco Way
Sanford FL 32771

Telephone No.: 407-664-3957 Fax No.: 407-302-5573

Email Address: Chad.Wood@brightview.com Web Address: www.brightview.com

If remittance address is different from the mailing address so indicate below.

Firm Name: Same as above

Remittance Address: _____

_____

_____

Submitted by: Chad Wood

Name & Title Printed: Chad Wood - Business Developer

Attachment: Exhibit D - Brightview Landscape (2022-R-68 : Landscape Maintenance Contract for City Buildings and Grounds)

Affidavit of E-Verify Requirements Compliance

RFP 22-BG-13 Landscape Maintenance Services

The Consultant/Contractor agrees to comply with Section 448.093, Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 448.093, Florida Statutes.

1. The Consultant/Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Consultant/Contractor during the term of the Agreement and shall expressly require any subcontractors performing work or providing services pursuant to the Agreement to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subconsultant/subcontractor during the Agreement term.

2. That the Consultant/Contractor understands and agrees that its failure to comply with the verification requirements as set forth herein or its failure to ensure that all employees and subconsultant/subcontractors performing work under this Agreement are legally authorized to work in the United States and the State of Florida constitute a breach of this Agreement for which the City may immediately terminate the Agreement without notice and without penalty. The Consultant/Contractor further understands and agrees that in the event of such termination, the Consultant/Contractor shall be liable to the City for any costs incurred by the City as a result of the Consultant's/Contractor's breach

Consultant/Contractor shall execute and return the Affidavit of E-Verify Requirements Compliance to City. IN WITNESS WHEREOF, the parties have made and executed this Agreement for the purposes stated above.

Brightview Landscape Services
701 Codisco Way. Sanford, FL 32771

Consultant/Contractor Name and Address

Signature

Chad Wood - Business Developer

Name and Title

Attachment: Exhibit D - Brightview Landscape (2022-R-68 : Landscape Maintenance Contract for City Buildings and Grounds)

PROPOSAL PRICING FORM
RFP 22-BG-13
Landscape Maintenance Services

LOCATIONS

Facilities

1 City Hall Complex

Mowing $ 17,037 (40) - 42 times annually
Fertilization 3,686 (4) times annually (Optional)
Pest Control Inc (4) times annually (Optional)
Mulching $ 1,187 (1) time annually (Optional) $21,910 +

2 YMCA / B&G Club

Mowing $ 12,329 (40) - 42 times annually
Fertilization 940 (4) times annually (Optional)
Pest Control Inc (4) times annually (Optional)
Mulching $ 425 (1) time annually (Optional) $13,694 +

3 Station 96

Mowing $ 4,340 40 - 42 times annually
Fertilization — 4 times annually (Optional)
Pest Control — 4 times annually (Optional)
Mulching $ 108 (1) time annually (Optional) $4,448 +

4 Sica Hall

Mowing $ 5,268 (40) - 42 times annually
Mulching $ 428 (1) time annually (Optional) $5,696 to

5 City Hall Annex

Mowing $ 3,511 (40) - 42 times annually
Mulching $ 364 (1) time annually (Optional) $3,875 to

Parks

6 Riverside Park

Mowing $ 16,226 (40) - 42 times annually
Mulching $ 5,665 (1) time annually (Optional) $21,891 +

7 Sunrise Park North

Mowing $ 13,541 (40) - 42 times annually
Mulching $ 392 (1) time annually (Optional) $13,933 +

8 Sunrise Park South

Mowing $ 3,564 (40) - 42 times annually $ 3,564 to

9 Ross Point

Attachment: Exhibit D - Brightview Landscape (2022-R-68 : Landscape Maintenance Contract for City Buildings and Grounds)

9	Ross Point	Mowing $ 3,690	40	42 times annually	$3,690 tot
10	Riviera Oaks Dog Park	Mowing $ 9,544	40	42 times annually	
		Mulching $ 478	1	time annually (Optional)	$10,022 t
11	Grove Avenue Park	Mowing $ 1,105	40	42 times annually	$1,105 tot
Stormwater					
12	Centennial Park	Mowing $ 10,162	40	42 times annually	$10,162 tot
13	Hallman Pond	Mowing $ 6,676	40	42 times annually	$6,676 tot
14	7th Street Park	Mowing $ 7,443	40	42 times annually	$7,443 tot
15	Shirley Heyman Park	Mowing $ 6,290	40	42 times annually	$6,290 tot
Community Redevelopment Agency					
16	Pictona Complex	Mowing $ 13,800	40	42 times annually	
				1 time annually (Optional)	
		Mulching $ 887			
		Fertilization $ 4,042	4	Times Annually (Optional)	
		Pest Control $ Inc.	4	Times Annually (Optional)	$18,729 t
17	Vacant Land	Trimming $ 1,029	40	42 times annually	$1,029 tot

Please provide a detailed description of all costs associated with the process: $154,157 Total

Bid prices must include all freight charges and delivery charges for any and all material delivered to the work sight. Prices to be per scope of services in bid and as outlined in Exhibit A and Exhibit B. Prices are to be annualized. Payments are to be made monthly.

THE ABOVE AMOUNTS INCLUDE SALARY COST, FRINGE BENEFITS, OVERHEAD, OPERATING MARGIN AND PROFIT, AND ALL DIRECT AND INDIRECT EXPENSES.

PLEASE INCLUDE ABOVE ANY OTHER POTENTIAL ADDITIONAL SERVICES THAT MAY BE REQUIRED AND ASSOCIATED COSTS.

Authorized Signature

Chad Wood · Business Developer
Printed Name & Title

701 Codisco Way
Address

Sanford FL 32771
City, State, Zip Code

Attachment: Exhibit D - Brightview Landscape (2022-R-68 : Landscape Maintenance Contract for City Buildings and Grounds)

Brightview Landscape Services	407-669-3957
Company	Telephone No.
8-4-22	Chad.Wood@brightview.com
Date	Email Address.

Attachment: Exhibit D - Brightview Landscape (2022-R-68 : Landscape Maintenance Contract for City Buildings and Grounds)

Form **W-9**
(Rev. October 2007)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership
☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ .....
☐ Other (see instructions) ▶

☐ Exempt payee

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

Requester's name and address (optional)

City, state, and ZIP code

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 your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

or

Employer identification number

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).

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 on page 4.

Sign Here Signature of U.S. person ▶ Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

Attachment: Exhibit D - Brightview Landscape (2022-R-68 : Landscape Maintenance Contract for City Buildings and Grounds)

Form **W-9**
(Rev. November 2017)
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.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

BrightView Landscape Services, Inc.

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

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

☐ Individual/sole proprietor or single-member LLC ☑ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

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

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

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

701 Codisco Way

Requester's name and address (optional)

6 City, state, and ZIP code

Sanford, FL 32771

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

9	5	–	4	1	9	4	2	2	3

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 ▶ Taylor Johnson Date ▶ 7/30/2018

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

Attachment: Exhibit D - Brightview Landscape (2022-R-68 : Landscape Maintenance Contract for City Buildings and Grounds)

PROPOSAL PRICING FORM
RFP 22-BG-13
Landscape Maintenance Services

LOCATIONS

Facilities

1 City Hall Complex

Per cut

Mowing $ 300.00 40 - 42 times annually
Fertilization 400 4 times annually (Optional)
Pest Control 450 4 times annually (Optional)
Mulching $ 1000 1 time annually (Optional)

2 YMCA / B&G Club

Mowing $ 350 40 - 42 times annually
Fertilization 400 4 times annually (Optional)
Pest Control 450 4 times annually (Optional)
Mulching $ 1000 1 time annually (Optional)

3 Station 96

Mowing $ 350 40 - 42 times annually
Fertilization 400 4 times annually (Optional)
Pest Control 450 4 times annually (Optional)
Mulching $ 1000 1 time annually (Optional)

4 Sica Hall

Mowing $ 350 40 - 42 times annually
Mulching $ 1000 1 time annually (Optional)

5 City Hall Annex

Mowing $ 350 40 - 42 times annually
Mulching $ 1000 1 time annually (Optional)

Parks

6 Riverside Park

Mowing $ 600 40 - 42 times annually
Mulching $ 1000 1 time annually (Optional)

7 Sunrise Park North

Mowing $ 400 40 - 42 times annually
Mulching $ 1000 1 time annually (Optional)

8 Sunrise Park South

Mowing $ 530 40 - 42 times annually

9 Ross Point

Attachment: Exhibit E - Land N Tree, LLC Proposal (2022-R-68 : Landscape Maintenance Contract for City Buildings and Grounds)

10	Riviera Oaks Dog Park	Mowing $ 550	40 - 42 times annually
		Mowing $ 500	40 - 42 times annually
		Mulching $ 1000	1 time annually (Optional)
11	Grove Avenue Park	Mowing $ 600	40 - 42 times annually
Stormwater			
12	Centennial Park	Mowing $ 550	40 - 42 times annually
13	Hallman Pond	Mowing $ 550	40 - 42 times annually
14	7th Street Park	Mowing $ 550	40 - 42 times annually
15	Shirley Heyman Park	Mowing $ 550	40 - 42 times annually
Community Redevelopment Agency			
16	Pictona Complex	Mowing $ 600	40 - 42 times annually
		Mulching $ 1500	1 time annually (Optional)
		Fertilization $ 400	4 Times Annually (Optional)
		Pest Control $ 400	4 Times Annually (Optional)
17	Vacant Land	Trimming $ 400	40-42 times annually

Please provide a detailed description of all costs associated with the process:

Bid prices must include all freight charges and delivery charges for any and all material delivered to the work sight. Prices to be per scope of services in bid and as outlined in Exhibit A and Exhibit B. Prices are to be annualized. Payments are to be made monthly.

THE ABOVE AMOUNTS INCLUDE SALARY COST, FRINGE BENEFITS, OVERHEAD, OPERATING MARGIN AND PROFIT, AND ALL DIRECT AND INDIRECT EXPENSES.

PLEASE INCLUDE ABOVE ANY OTHER POTENTIAL ADDITIONAL SERVICES THAT MAY BE REQUIRED AND ASSOCIATED COSTS.

Authorized Signature

Michael Donahue President
Printed Name & Title

6208 Sequoia Dr
Address

Port Orange FL 32127
City, State, Zip Code

Attachment: Exhibit E - Land N Tree, LLC Proposal (2022-R-68 : Landscape Maintenance Contract for City Buildings and Grounds)

CONFLICT OF INTEREST AFFIDAVIT

By the signature below, the firm (employees, officers and/or agents) certifies, and hereby discloses, that, to the best of their knowledge and belief, all relevant facts concerning past, present, or currently planned interest or activity (financial, contractual, organizational, or otherwise) which relates to the proposed work; and bear on whether the firm (employees, officers and/or agents) has a possible conflict have been fully disclosed.

Additionally, the firm (employees, officers and/or agents) agrees to immediately notify in writing the Finance Director, or designee, if any actual or potential conflict of interest arises during the contract and/or project duration.

Land N Tree LLC
Company

6250 Sequoia DR
Address

Authorized Signature

Deltona FL 32725
City, State, Zip Code

Michael Dunphe Owner
Printed Name & Title

386-366-3255
Telephone No.

LandNTreeCorp@gmail.com
Email

N/A
Fax No.

State of Florida)
City of Volusia)

SUBSCRIBED AND SWORN to before me this 9th day of August, 2022, by Michael Adam Dunphe, who is personally known to me to be the _____ for the Firm, OR who produced the following identification: Valid Florida Drivers License D500549329760

Cheryl Lucas
Notary Public

My Commission Expires: December 5, 2022

Notary Public State of Florida
Cheryl Lucas
My Commission HH 142290
Expires 12/05/2022

CHERYL LUCAS NOTARY PUBLIC STATE OF FLORIDA

Attachment: Exhibit E - Land N Tree, LLC Proposal (2022-R-68 : Landscape Maintenance Contract for City Buildings and Grounds)

NON-COLLUSION AFFIDAVIT OF PRIME QUALIFIER

State of Florida

County of Volusia

Michael Adam Donahue, being first duly sworn, deposes and says that:

He/she is _____ of _____, Proposer that has submitted the attached Qualification;

He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;

Neither the said Proposer nor any of its officers, partners, owners, agent representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer, firm or person, to fix the price or prices in the attached Qualification or of any other Proposer, or to fix any overhead, profit or cost element of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the CITY OF HOLLY HILL.

The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

LandNTree	6209 Sagora Dr
Company	Address
[signature]	Portorange FL 32127
Authorized Signature	City, State, Zip Code
Michael Donahue	
Printed Name & Title	Telephone No.
LandNTree LLC	386-566-5555
Email	Fax No.

Subscribed and sworn to before me this 9th day of August, 2022

[signature]

Cheryl Lucas

Title Notary Public

My Commission Expires: December 5, 2022

Notary Public State of Florida
Cheryl Lucas
My Commission HH 142290
Expires 12/05/2022

CHERYL LUCAS NOTARY PUBLIC STATE OF FLORIDA

Attachment: Exhibit E - Land N Tree, LLC Proposal (2022-R-68 : Landscape Maintenance Contract for City Buildings and Grounds)

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies).

MD Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, nor any affiliates of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

MD The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

MD The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in 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 CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR A CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____
(Signature)

Sworn and subscribed before me this 9th day of August, 2022 (CO) ~~2019~~.

Personally known _____

_____
(Notary)

OR produced identification Valid Fl Drivers Licence

Notary Public State of Florida

D500541932990
(Type of Identification)

My commission expires: December 5, 2022

CHERYL LUCAS NOTARY PUBLIC STATE OF FLORIDA

Notary Public State of Florida
Cheryl Lucas
My Commission HH 142290
Expires 12/05/2022

Attachment: Exhibit E - Land N Tree, LLC Proposal (2022-R-68 : Landscape Maintenance Contract for City Buildings and Grounds)

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. THIS SWORN STATEMENT IS SUBMITTED TO City of Holly Hill

by Michael Donahue Owner
(Print Individual's Name and Title)

for Land N Tree LLC
(Print Name of Entity Submitting Sworn Statement)

whose business is _____

and (if applicable) its Federal Employer Identification Number (FEIN) is 85-0889639

2. I understand that a "public entity crime" as defined in Paragraph 287.133 (1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

   a. A predecessor or successor of a person convicted of a public entity crime; or

   b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provisions 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.

Attachment: Exhibit E - Land N Tree, LLC Proposal (2022-R-68 : Landscape Maintenance Contract for City Buildings and Grounds)

VENDOR INFORMATION

Vendor is:
(✓) Corporation
( ) Partnership
( ) Sole Proprietorship
( ) Other_____(Explain)

Federal Employer Identification Number: 85-0889639

Firm Name: Land N Tree LLC

Mailing Address: 6208 Sequoia Dr
Port Orange, FL 32127

Telephone No.: 386-366-3888 Fax No.: _____

Email Address: Landntreecorp@gmail Web Address: _____

If remittance address is different from the mailing address so indicate below.

Firm Name: _____

Remittance Address: _____

_____

_____

Submitted by: _____

Name & Title Printed: _____

Attachment: Exhibit E - Land N Tree, LLC Proposal (2022-R-68 : Landscape Maintenance Contract for City Buildings and Grounds)

Affidavit of E-Verify Requirements Compliance

RFP 22-BG-13 Landscape Maintenance Services

The Consultant/Contractor agrees to comply with Section 448.093, Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 448.093, Florida Statutes.

1. The Consultant/Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Consultant/Contractor during the term of the Agreement and shall expressly require any subcontractors performing work or providing services pursuant to the Agreement to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subconsultant/subcontractor during the Agreement term.

2. That the Consultant/Contractor understands and agrees that its failure to comply with the verification requirements as set forth herein or its failure to ensure that all employees and subconsultant/subcontractors performing work under this Agreement are legally authorized to work in the United States and the State of Florida constitute a breach of this Agreement for which the City may immediately terminate the Agreement without notice and without penalty. The Consultant/Contractor further understands and agrees that in the event of such termination, the Consultant/Contractor shall be liable to the City for any costs incurred by the City as a result of the Consultant's/Contractor's breach

Consultant/Contractor shall execute and return the Affidavit of E-Verify Requirements Compliance to City. IN WITNESS WHEREOF, the parties have made and executed this Agreement for the purposes stated above.

Land N Tree LLC 6208 Sequoia Dr Port Orange

Consultant/Contractor Name and Address

Signature

Michael Donahue President

Name and Title

Attachment: Exhibit E - Land N Tree, LLC Proposal (2022-R-68 : Landscape Maintenance Contract for City Buildings and Grounds)

Form **W-9**
(Rev. October 2007)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above
Land N Tree LLC

Check appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership
☑ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶
☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)
6208 Sequoia Dr

Requester's name and address (optional)

City, state, and ZIP code
Port Orange, FL 32127

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 your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

or

Employer identification number
85-0889639

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).

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 on page 4.

Sign Here Signature of U.S. person ▶ [signature] Date ▶ 7-28-22

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

Cat. No. 10231X Form **W-9** (Rev. 10-2007)

Attachment: Exhibit E - Land N Tree, LLC Proposal (2022-R-68 : Landscape Maintenance Contract for City Buildings and Grounds)

Land N Tree LLC
Company

7-28-22
Date

386-366-3888
Telephone No.

Landntreecorp@gmail.com
Email Address.

Attachment: Exhibit E - Land N Tree, LLC Proposal (2022-R-68 : Landscape Maintenance Contract for City Buildings and Grounds)

ACKNOWLEDGEMENTS
RFP 22-BG-13 Landscape Maintenance Services

To: City of Holly Hill
1065 Ridgewood Ave
Holly Hill, FL 32117

From : Insert Information
"Contractor"

The Contractor agrees to provide LANDSCAPE MAINTENANCE SERVICES as defined in this Request for Proposals document and in accordance with the requirements of the specifications and related work authorizations/contract documents.

The undersigned Contractor has carefully examined the RFP requirements and related contract documents and is familiar with the nature and extent of the work and any local conditions that may in any manner affect the work to be done.

The undersigned agrees to provide the LANDSCAPE MAINTENANCE SERVICES called for by the RFP documents, in the manner prescribed therein and to the standards of quality and performance established by the City for the quality of service quoted.

The undersigned agrees to the right of the City to hold the Request for Proposals submittals and guarantees the future related proposals for a period not to exceed one hundred eighty (180) days from the effective date of the contract term.

The undersigned accepts the invoicing and payment policies specified in the RFP.

Upon award of this RFP, the City and Contractor each binds himself, itself, or herself, its partners, successors, assigns, and legal representatives to the other party hereto in respect to all covenants, agreements, and obligations contained in the RFP Documents.

The RFP Document constitutes the entire agreement between City and Contractor and may only be altered, amended, or repealed by a Change Order or a written amendment.

The Contractor, by signing these RFP Submittal pages, acknowledges and agrees to abide by all the terms, conditions, and specifications contained in this RFP Document.

Contractor shall guarantee the LANDSCAPE MAINTENANCE SERVICES within n/a **calendar days from receipt of Purchase Order or Work Authorization / Notice to Proceed.**

Dated this 28th **day of** July **(Month)**, 2022 **(Year)**

Attachment: Exhibit E - Land N Tree, LLC Proposal (2022-R-68 : Landscape Maintenance Contract for City Buildings and Grounds)

DRUG-FREE WORKPLACE PROGRAM CERTIFICATION

Preference to businesses with drug-free workplace programs. -- Whenever two or more bids, proposals, or replies that are equal with respect to price, quality, and service are received by the state or by any political subdivision for the procurement of commodities or contractual services, a bid, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

(1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

(2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug- free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

(3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

(4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 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 this section.

Does the individual responding to this solicitation certify that their firm has implemented a drug-free workplace program in accordance with the provision of Section 287.087, Florida Statues, as stated above?

☒ **Yes**
☐ **No**

Land N Tree LLC
Company

6208 Sequoia Dr
Address

Michael Donahue President
Authorized Signature

Port Orange, FL 32127
City, State, Zip Code

Michael Donahue President
Printed Name & Title

386-366-3888
Telephone No.

Landntreecorp@gmail.com
Email

Fax No.

Attachment: Exhibit E - Land N Tree, LLC Proposal (2022-R-68 : Landscape Maintenance Contract for City Buildings and Grounds)

Service(s) Provided: mowing + tree trimming

Dates of Service: ongoing

Attachment: Exhibit E - Land N Tree, LLC Proposal (2022-R-68 : Landscape Maintenance Contract for City Buildings and Grounds)

REFERENCES FORM

Provide the business names, contact persons and telephone numbers of four (4) references for which the firm has provided services described in this Qualification for three (3) years or more within the last five (5) years. Include relationships with governmental agencies. It is our intent to contact these references during the evaluation process.

1. Name of Company: Florida's Tree Surgeons
   Address: 5388 US-17S Green Cove Springs FL
   Point of Contact: Jon Mccae
   Phone #: _____ Email address: Floridastree surgeons@gmail
   Service(s) Provided: Crane Service, Hazardous Tree Removal
   _____
   Dates of Service: Last year 2021 on going

2. Name of Company: City of Port Orange
   Address: _____
   Point of Contact: _____
   Phone #: _____ Email address: _____
   Service(s) Provided: Landscape Redesing under
   Dunlawton Bridge
   Dates of Service: on going

3. Name of Company: Oasis Landscape
   Address: 6812 Nw 18th Dr Gainesville fl 32653
   Point of Contact: _____
   Phone #: 352-373-9530 Email address: _____
   Service(s) Provided: I-4 / 95 tree install
   _____
   Dates of Service: On going

4. Name of Company: DR holton homes
   Address: _____
   Point of Contact: _____
   Phone #: 386-232-9799 Email address: _____

Attachment: Exhibit E - Land N Tree, LLC Proposal (2022-R-68 : Landscape Maintenance Contract for City Buildings and Grounds)

Company Name: Land N Tree LLC

Authorized representative (printed): Michael Donahue

Authorized representative (signature):

Project Number: **RFP 22-BG-13** Date: 7-28-22

Attachment: Exhibit E - Land N Tree, LLC Proposal (2022-R-68 : Landscape Maintenance Contract for City Buildings and Grounds)

INDIVIDUAL, FIRM, CORPORATION, LIMITED LIABILITY, PARTNERSHIP, OR OTHER FORM OF ENTITY

By: _____ / _____
(Signature) **(Print name)**

Address: _____

_____

_____

Telephone: (___)_____Fax: (_____) _____

Taxpayer Identification Number (TIN): _____

CORPORATION

By: _____ / Michael Donahue
(Signature) **(Print name)**

Address: 6208 Sequoia Dr
Port Orange, FL 32127

_____

Telephone: (386) 366-3888 **Fax: (_____)** _____

Taxpayer Identification Number (TIN/EIN): 85-0889639

State Under Which Corporation Was Chartered:
Florida

Corporate President: Michael Donahue
(Print Name)

Corporate Secretary: _____
(Print Name)

Attachment: Exhibit E - Land N Tree, LLC Proposal (2022-R-68 : Landscape Maintenance Contract for City Buildings and Grounds)

PROPOSER CHECK LIST

I M P O R T A N T: Please read carefully, sign in the spaces indicated and return with your Qualification.
Proposer should check off each of the following items as the necessary action is completed:

☒ The standard contract/ agreement has been signed and included.

☒ All applicable forms have been signed and included

☒ All information as requested in the Proposer's Qualification Form is included.

☒ Any addenda have been signed and included.

☒ The mailing envelope has been addressed to:

CITY CLERK
City of Holly Hill
1065 Ridgewood
Ave.
Holly Hill, Florida 32117

☒ The **mailing envelope must be sealed and marked** with Qualification Number **"RFP 22-BG-13"**, Proposal Title **"Landscape Maintenance Services" and Due Date "August 9th, 2022 @ 10:00 am"**.

☒ The Proposals will be mailed or delivered in time to be received no later than the specified due date and time. (Otherwise Proposals cannot be considered.)

ALL COURIER-DELIVERED PROPOSALS MUST HAVE THE RFP NUMBER AND PROPOSAL NAME ON THE OUTSIDE OF THE COURIER PACKET

Montalvo Mejia Construction	4924 Winwood Way
Company	Address
Authorized Signature	Orlando, FL 32819
	City, State, Zip Code
Ramon Montalvo, President	347-824-8836
Printed Name & Title	Telephone No.

Attachment: Exhibit F - Montalvo Mejia Construction, LLC (2022-R-68 : Landscape Maintenance Contract for City Buildings and Grounds)

RAmon Montalvo@MontalvoMejia.com
Email

Fax No.

VENDOR SERVICES AGREEMENT
Landscape Maintenance Services
RFP 22-BG-13

THIS AGREEMENT is made and entered into this 8 day of 8, 2022, by and between Montalvo Mejia Construction, LLC, duly authorized to conduct business in the State of Florida and whose address is 4924 Winwood Way, Orlando, hereinafter, called "CONTRACTOR" and the **CITY OF HOLLY HILL**, a political subdivision of the State of Florida, whose address is 1065 Ridgewood Ave, Holly Hill, FL 32117, hereinafter called "CITY".

SECTION 1. AGREEMENT. The terms of this Agreement, together with the incorporation of the terms and conditions of the Request for Proposal **(RFP 22-BG-13),** and any exhibits, schedules and attachments hereto, and any and all amendments relating to same, and any and all submittals from CONTRACTOR, constitute the entire Agreement between CITY and CONTRACTOR. This Agreement is the final, complete and exclusive expression of the terms and conditions of the parties' Agreement. Any and all prior agreements, representations, negotiations, and understandings made by the parties, oral or written, expressed or implied, are hereby superseded and merged herein.

SECTION 2. TERM OF AGREEMENT. The term of this Agreement shall be for three (3) years from the date of award with two (2) one year extension options. Renewal options may be exercised at the discretion of the City Manager based on performance of the company and adherence to the terms and conditions set forth in the RFP documents. The City Manager retains the sole right to determine whether the renewal option shall be granted.

SECTION 3. COMPENSATION. For Services rendered, the CITY shall pay the CONTRACTOR a lump-sum fee, including or excluding reimbursable expenses as mutually agreed upon. Unless otherwise agreed in a Scope of Services, the CONTRACTOR will invoice the City monthly based upon the CONTRACTOR's estimate of the portion of the total Services actually completed at the time of billing.

SECTION 4. NOTICES. Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered or certified United States mail, return receipts requested, addressed to the party for whom it is intended at the place last specified. The place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

For City:
Valerie Manning, City Clerk
City of Holly Hill
1065 Ridgewood Ave.
Holly Hill, FL 32117
(386)248-9441

For Contractor:
Ramón Montalvo, President (Name, Title)
Montalvo Mejia Construction. (Company)
4924 Winwood Way (Address)
Orlando, FL 32819 (City, State, Zip)
347-824-8836 (Phone)

Attachment: Exhibit F - Montalvo Mejia Construction, LLC (2022-R-68 : Landscape Maintenance Contract for City Buildings and Grounds)

SECTION 5. RIGHTS AT LAW RETAINED. The rights and remedies of CITY, provided for under this Agreement, are in addition and supplemental to any other rights and remedies provided by law.

SECTION 6. CONTROLLING LAW, VENUE, ATTORNEY'S FEES. This Agreement is to be governed, construed, and interpreted by, through and under the laws of Florida. Venue for any litigation between the parties to this Agreement shall be in the County of Volusia, Florida and any trial shall be non-jury. The prevailing party in any litigation arising from or related to this Agreement shall be reimbursed reasonable attorney fees and costs, including all fees and costs of an appeal.

SECTION 7. MODIFICATIONS TO AGREEMENT. This Agreement and any exhibits, amendments and schedules may only be amended, supplemented, modified or canceled by a written instrument duly executed by the parties hereto of equal dignity herewith.

SECTION 8. SEVERABILITY. If, during the term of this Agreement, it is found that a specific clause or condition of this Agreement is illegal under federal or state law, the remainder of the Agreement not affected by such a ruling shall remain in force and effect.

SECTION 9. WAIVER OF JURY TRIAL. THE CITY AND CONSULTANT HAVE SPECIFICALLY WAIVED THE RIGHT TO A JURY TRIAL CONCERNNG ANY DISPUTES WHICH MAY ARISE CONCERNING THIS AGREEMENT.

SECTION 10. NON-WAIVER. No indulgence, waiver, election or non-election by CITY under this Agreement shall affect CONSULTANT's duties and obligations hereunder.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date written above for execution by CITY.

WITNESSES:

_____

WITNESSES: John Hahn

_____

_____

CITY OF HOLLY HILL

_____

Joseph Forte, City Manager

Dated: _____

FIRMS

By: Montalvo Mejia Construction

Ramon Montalvo, President

Dated: 8-8-20-22

Attachments: A. RFP 22-BG-13
B. Firm Response to RFP

Approved by the City Commission of the City of Holly Hill at a meeting held on this _____ day of_____, 2022 under Agenda Item No._____.

Attachment: Exhibit F - Montalvo Mejia Construction, LLC (2022-R-68 : Landscape Maintenance Contract for City Buildings and Grounds)

CONFLICT OF INTEREST AFFIDAVIT

By the signature below, the firm (employees, officers and/or agents) certifies, and hereby discloses, that, to the best of their knowledge and belief, all relevant facts concerning past, present, or currently planned interest or activity (financial, contractual, organizational, or otherwise) which relates to the proposed work; and bear on whether the firm (employees, officers and/or agents) has a possible conflict have been fully disclosed.

Additionally, the firm (employees, officers and/or agents) agrees to immediately notify in writing the Finance Director, or designee, if any actual or potential conflict of interest arises during the contract and/or project duration.

Montalvo Mejia Construction
Company

4924 Windrood Way
Address

Authorized Signature

Orlando, FL 32814
City, State, Zip Code

Ramon Montalvo, President
Printed Name & Title

347-821-8836
Telephone No.

Ramon.Montalvo@MontalvoMejia.com
Email

Fax No.

State of Florida)
City of Orange)

SUBSCRIBED AND SWORN to before me this 8 day of Aug, 2022, by Ramon Montalvo, who is personally known to me to be the _____ for the Firm, OR who produced the following identification: DR. License.

Leroy R Beam

Notary Public

Notary Public State of Florida
Leroy R Beam
My Commission
HH 248467
Exp. 4/1/2026

My Commission Expires: 4-1-26

Attachment: Exhibit F - Montalvo Mejia Construction, LLC (2022-R-68 : Landscape Maintenance Contract for City Buildings and Grounds)

PROPOSERS QUALIFICATION FORM

LIST MAJOR WORK PRESENTLY UNDER CONTRACT:

% Completed	Project	Contract Amount
50%	TH Ultimate Mowing	$ 520,000
		$
		$

LIST CURRENT PROJECTS ON WHICH YOUR FIRM IS THE CANDIDATE FOR AWARD:

OTHER INFORMATION ABOUT PROJECTS:

Have you, at any time, failed to complete a project? ☐ Yes ☒ No

STATEMENT OF LITIGATION:

Are there any judgments, claims or suits pending or outstanding by or against you?
☐ Yes ☒ No

If the answer to either question is yes, submit details on separate sheet. List all lawsuits that have been filed by or against your firm in the last five (5) years:

Attachment: Exhibit F - Montalvo Mejia Construction, LLC (2022-R-68 : Landscape Maintenance Contract for City Buildings and Grounds)

FEES:

List total fees for work done on all City projects in the past five (5) years, whether as an individual firm or as part of a joint venture. **Fees must be listed individually by contract or project and then summarized as a total dollar amount.** Attach additional page if necessary.

$_____0_____Total Fees for work done on all City projects

-No City Projects

Attachment: Exhibit F - Montalvo Mejia Construction, LLC (2022-R-68 : Landscape Maintenance Contract for City Buildings and Grounds)

REFERENCES:
Bank(s) Maintaining Account(s): JP Morgan Chase

Surety/Underwriter: (if required)

Other References: (Use additional sheets if necessary)

TYPE OF FIRM:

☐ Corporation/Years in Business:_____. If firm is a corporation, please list state in which it is incorporated:_____. If firm is a corporation, by signing this form, Proposer certifies that the firm is authorized to do business in the State of Florida.
☒ Partnership/Years in Business: 1 year
☐ Sole Proprietorship/Years in Business: _____
☐ Other: Please list: _____ _____

Pursuant to information for prospective Proposers for the above-mentioned proposed project, the undersigned is submitting the information as required with the understanding that it is only to assist in determining the proposals of the organization to perform the type and magnitude of work intended, and further, guarantee the truth and accuracy of all statements herein made. We will accept your determination of proposals without prejudice.

4424 Winwood Way Orlando FL 32819 _____

Company Address City, State Zip code Authorized Signature

Attachment: Exhibit F - Montalvo Mejia Construction, LLC (2022-R-68 : Landscape Maintenance Contract for City Buildings and Grounds)

DECLARATION STATEMENT

City of Holly Hill
1065 Ridgewood Ave.
Holly Hill, FL 32117

RE: RFP NO. 22-BG-13 "Landscape Maintenance Services"

Dear Mayor and Commission Members:

The undersigned, as Proposer (herein used in the masculine, singular, irrespective of actual gender and number) declares that he is the only person interested in this Proposal or in the contract to which this Proposal pertains, and that this Proposal is made without connection or arrangement with any other person and this Proposal is in every respect fair and made in good faith, without collusion or fraud.

The Proposer further declares that he has complied in every respect with all the Instructions to Proposers issued prior to the opening of Proposals, and that he has satisfied himself fully relative to all matters and conditions with respect to the general condition of the contract to which the Proposal pertains.

The Proposer puts forth and agrees to commence negotiations, in accordance with the Federal 40 USC Title 1101-1104 (Brooks Act) and F.S. 287.055(5), and execute an appropriate City document for the purpose of establishing a formal contractual relationship between him, and the City for the performance of all requirements to which the Proposal pertains. The Proposer states that the Proposal is based upon the Proposal documents listed in **RFP #22-BG-13.**

IN WITNESS WHEREOF, WE have hereunto subscribed our names on this 8 day of August, 2022 in the City of Holly Hill, in the State of Florida.

Montalvo Mejia Construction
Company

Authorized Signature

4424 Winwood Way
Address

Orlando, FL, 32814
City, State, Zip Code

Attachment: Exhibit F - Montalvo Mejia Construction, LLC (2022-R-68 : Landscape Maintenance Contract for City Buildings and Grounds)

INSURANCE REQUIREMENTS

INSURANCE TYPE	REQUIRED LIMITS
☒ 1. Worker's Compensation	Statutory Limits of Florida Statutes, Chapter 440 and all Federal Government Statutory Limits and Requirements.
☒ 2. Commercial General Liability (Occurrence Form) patterned after the current I.S.O form with no limiting endorsements.	Bodily Injury & Property Damage **$1,000,000** single limit per occurrence

☒ 3. Indemnification: To the maximum extent permitted by Florida law, the Contractor/Vendor/Consultant shall indemnify and hold harmless the City of Holly Hill, its officers and employees from any and all liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees and paralegals' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor/Vendor/Consultant or anyone employed or utilized by the Contractor/Vendor/Consultant in the performance of this Agreement. This indemnification obligation shall not be construed to negate, abridge or reduce any other rights or remedies which otherwise may be available to an indemnified party or person described in this paragraph.

This section does not pertain to any incident arising from the sole negligence of the City of Holly Hill.

☒ 4. Automobile Liability	**$ 500,000** Each Occurrence Owned/Non-owned/Hired Automobile Included
☒ 5. Other Insurance as indicated below: Errors and Omissions or Professional Malpractice Coverage	$ 1,000,000 Per Occurrence

☐ 6. Aircraft Liability $1,000,000 each occurrence combined single limit for bodily injury liability and property damage liability.

☒ 7. Contractor shall ensure that all subcontractors comply with the same insurance requirements that he is required to meet. The same Contractor shall provide City with certificates of insurance meeting the required insurance provisions.

☒ 8. The City of Holly Hill must be named as "**ADDITIONAL INSURED**" on the Insurance Certificate for Commercial General Liability where required.

Attachment: Exhibit F - Montalvo Mejia Construction, LLC (2022-R-68 : Landscape Maintenance Contract for City Buildings and Grounds)

INSURANCE REQUIREMENTS
(Continued)

☒ 9. The City of Holly Hill shall be named as the Certificate Holder. NOTE--The "Certificate Holder" should read as follows:

City of Holly Hill
1065 Ridgewood Ave.
Holly Hill, Florida

No City Division, Department, or individual name should appear on the Certificate. No other format will be acceptable.

☒ 10. **Thirty (30) Days Cancellation Notice** required.

☒ 11. The Certificate must state the **RFP 22-BG-13** and **Landscape Maintenance Services**

==========

PROPOSER'S AND INSURANCE AGENT'S STATEMENT:

We understand the insurance requirements of these specifications and that the evidence of insurability may be required within five (5) days of the award of **RFP**.

Montalvo Mejia Construction
Company

7680 Universal Blvd, Suite 198
Address

Authorized Signature

Orlando FL 32819
City, State, Zip Code

Ramon Montalvo, President
Printed Name & Title

407-781-1609
Telephone No.

Ramon Montalvo@Montalvomejia.com
Email

Fax No.

Sun Insurance Services
Insurance Agency

Signature of Proposer's Agent

Attachment: Exhibit F - Montalvo Mejia Construction, LLC (2022-R-68 : Landscape Maintenance Contract for City Buildings and Grounds)

DRUG-FREE WORKPLACE PROGRAM CERTIFICATION

Preference to businesses with drug-free workplace programs. -- Whenever two or more bids, proposals, or replies that are equal with respect to price, quality, and service are received by the state or by any political subdivision for the procurement of commodities or contractual services, a bid, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

(1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

(2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug- free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

(3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

(4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 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 this section.

Does the individual responding to this solicitation certify that their firm has implemented a drug-free workplace program in accordance with the provision of Section 287.087, Florida Statues, as stated above?

☒ **Yes**
☐ **No**

Montalvo Mejia Construction	4924 Winwood Way
Company	Address
	Orlando, FL 32814
Authorized Signature	City, State, Zip Code
Ramon Montalvo, President	347-824-8836
Printed Name & Title	Telephone No.
RAMON MONTALVO@MONTALVOMEJIA.COM	N/A
Email	Fax No.

Attachment: Exhibit F - Montalvo Mejia Construction, LLC (2022-R-68 : Landscape Maintenance Contract for City Buildings and Grounds)

NON-COLLUSION AFFIDAVIT OF PRIME QUALIFIER

State of Florida

County of Orange

Ramon Montalvo, being first duly sworn, deposes and says that:

He/she is President of Montalvo Mejia Construction, Proposer that has submitted the attached Qualification;

He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;

Neither the said Proposer nor any of its officers, partners, owners, agent representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer, firm or person, to fix the price or prices in the attached Qualification or of any other Proposer, or to fix any overhead, profit or cost element of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the CITY OF HOLLY HILL.

The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Montalvo Mejia Construction	424 Winwood Way
Company	Address
[signature]	Orlando, FL 32819
Authorized Signature	City, State, Zip Code
Ramon Montalvo, President	347-824-8836
Printed Name & Title	Telephone No.
RamonMontalvo@montalvomejia.com	NA
Email	Fax No.

Subscribed and sworn to before me this 8 day of Aug, 2022.

LeRoy R Beam

LeRoy R Beam

Title Notary

Notary Public State of Florida
Leroy R Beam
My Commission
HH 248467
Exp. 4/1/2026

My Commission Expires: 4-1-26

Attachment: Exhibit F - Montalvo Mejia Construction, LLC (2022-R-68 : Landscape Maintenance Contract for City Buildings and Grounds)

ACKNOWLEDGEMENTS

RFP 22-BG-13 Landscape Maintenance Services

To: City of Holly Hill
1065 Ridgewood Ave
Holly Hill, FL 32117

From : Insert Information
"Contractor"

The Contractor agrees to provide LANDSCAPE MAINTENANCE SERVICES as defined in this Request for Proposals document and in accordance with the requirements of the specifications and related work authorizations/contract documents.

The undersigned Contractor has carefully examined the RFP requirements and related contract documents and is familiar with the nature and extent of the work and any local conditions that may in any manner affect the work to be done.

The undersigned agrees to provide the LANDSCAPE MAINTENANCE SERVICES called for by the RFP documents, in the manner prescribed therein and to the standards of quality and performance established by the City for the quality of service quoted.

The undersigned agrees to the right of the City to hold the Request for Proposals submittals and guarantees the future related proposals for a period not to exceed one hundred eighty (180) days from the effective date of the contract term.

The undersigned accepts the invoicing and payment policies specified in the RFP.

Upon award of this RFP, the City and Contractor each binds himself, itself, or herself, its partners, successors, assigns, and legal representatives to the other party hereto in respect to all covenants, agreements, and obligations contained in the RFP Documents.

The RFP Document constitutes the entire agreement between City and Contractor and may only be altered, amended, or repealed by a Change Order or a written amendment.

The Contractor, by signing these RFP Submittal pages, acknowledges and agrees to abide by all the terms, conditions, and specifications contained in this RFP Document.

Contractor shall guarantee the LANDSCAPE MAINTENANCE SERVICES within n/a calendar days from receipt of Purchase Order or Work Authorization / Notice to Proceed.

Dated this 8 **day of** August **(Month)**, 2022 **(Year)**

Attachment: Exhibit F - Montalvo Mejia Construction, LLC (2022-R-68 : Landscape Maintenance Contract for City Buildings and Grounds)

INDIVIDUAL, FIRM, CORPORATION, LIMITED LIABILITY, PARTNERSHIP, OR OTHER FORM OF ENTITY

By: _____ / Ramón Montalvo
(Signature) **(Print name)**

Address: 4924 Winwood Way
Orlando FL 32814

Telephone: (347) 824 4436 **Fax:** (_____) _____

Taxpayer Identification Number (TIN): 87-0856357

CORPORATION

By: _____/_____
(Signature) **(Print name)**

Address: _____

_____

_____

Telephone: (____)_____**Fax:** (_____) _____

Taxpayer Identification Number (TIN/EIN): _____

State Under Which Corporation Was Chartered:

_____

Corporate President: _____
(Print Name)

Corporate Secretary: _____
(Print Name)

Attachment: Exhibit F - Montalvo Mejia Construction, LLC (2022-R-68 : Landscape Maintenance Contract for City Buildings and Grounds)

Corporate Treasurer: _____
(Print Name)

CORPORATE SEAL

Attest By: _____
_____
Secretary

Signature:_____**Date:** _____

Attachment: Exhibit F - Montalvo Mejia Construction, LLC (2022-R-68 : Landscape Maintenance Contract for City Buildings and Grounds)

COMPLIANCE WITH THE PUBLIC RECORDS LAW

Upon award recommendation or ten (10) days after opening, submittals 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. The submission of a proposal authorizes release of your firm's credit data to the CITY.

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 in a separate envelope marked accordingly.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT

Valerie Manning, City Clerk
386-248-9441
vmanning@hollyhillfl.org
1065 Ridgewood Ave
Holly Hill, FL 32117

A provision that requires the contractor to comply with public records laws, specifically to:
1. Keep and maintain public records required by the public agency to perform the service.
2. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

By submitting a response to this solicitation, the company agrees to defend the CITY in the event we are forced to litigate the public records status of the company's documents.

Attachment: Exhibit F - Montalvo Mejia Construction, LLC (2022-R-68 : Landscape Maintenance Contract for City Buildings and Grounds)

Company Name: Montalvo Mejia Construction

Authorized representative (printed): Ramon Montalvo

Authorized representative (signature): [signature]

Project Number: RFP 22-BG-13 Date: 8-8-2022

Attachment: Exhibit F - Montalvo Mejia Construction, LLC (2022-R-68 : Landscape Maintenance Contract for City Buildings and Grounds)

REFERENCES FORM

Provide the business names, contact persons and telephone numbers of four (4) references for which the firm has provided services described in this Qualification for three (3) years or more within the last five (5) years. Include relationships with governmental agencies. It is our intent to contact these references during the evaluation process.

1. Name of Company: Roy Jorgensen
   Address: 4501 34th St suite C Orlando FL 32811
   Point of Contact: John Farnoly
   Phone #: 321-503-5404 Email address: john.farnoly@royjorgense.com
   Service(s) Provided: ROW mowing & Litter pick
   I4 Ultimate (FDOT)
   Dates of Service: 03-2022 - present (08-2022)

2. Name of Company: _____
   Address: _____
   Point of Contact: _____
   Phone #: _____ Email address: _____
   Service(s) Provided: _____
   _____
   Dates of Service: _____

3. Name of Company: _____
   Address: _____
   Point of Contact: _____
   Phone #: _____ Email address: _____
   Service(s) Provided: _____
   _____
   Dates of Service: _____

4. Name of Company: _____
   Address: _____
   Point of Contact: _____
   Phone #: _____ Email address: _____

Attachment: Exhibit F - Montalvo Mejia Construction, LLC (2022-R-68 : Landscape Maintenance Contract for City Buildings and Grounds)

Service(s) Provided: _____

_____

Dates of Service: _____

Attachment: Exhibit F - Montalvo Mejia Construction, LLC (2022-R-68 : Landscape Maintenance Contract for City Buildings and Grounds)

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. THIS SWORN STATEMENT IS SUBMITTED TO City of Holly Hill

by RAMON MONTALVO, President
(Print Individual's Name and Title)

for MONTALVO MEJIA CONSTRUCTION
(Print Name of Entity Submitting Sworn Statement)

whose business is MAINTENANCE

and (if applicable) its Federal Employer Identification Number (FEIN) is 87-0856357

2. I understand that a "public entity crime" as defined in Paragraph 287.133 (1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

   a. A predecessor or successor of a person convicted of a public entity crime; or

   b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provisions 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.

Attachment: Exhibit F - Montalvo Mejia Construction, LLC (2022-R-68 : Landscape Maintenance Contract for City Buildings and Grounds)

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies).

X Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, nor any affiliates of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in 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 CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR A CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____
(Signature)

Sworn and subscribed before me this 8 day of Aug, 2019.

Personally known _____

OR produced identification DR License

Driver License
(Type of Identification)

_____
(Notary)

Notary Public State of Florida

My commission expires: 4-1-24

Notary Public State of Florida
Leroy R Beam
My Commission
HH 248467
Exp. 4/1/2026

Attachment: Exhibit F - Montalvo Mejia Construction, LLC (2022-R-68 : Landscape Maintenance Contract for City Buildings and Grounds)

VENDOR INFORMATION

Vendor is:
( ) Corporation
( ) Partnership
( ) Sole Proprietorship
(X) Other Limited Liability Company (Explain)

Federal Employer Identification Number: _____

Firm Name: Montalvo Mejia Construction, LLC

Mailing Address: 4424 Winwood Way, Orlando FL 32819

Telephone No.: 347-829-8836 Fax No.: _____

Email Address: RAMON MONTALVO@MONTALVOMEJIA.COM Web Address: NA

If remittance address is different from the mailing address so indicate below.

Firm Name: _____

Remittance Address: _____

_____

_____

Submitted by: _____

Name & Title Printed: _____

Attachment: Exhibit F - Montalvo Mejia Construction, LLC (2022-R-68 : Landscape Maintenance Contract for City Buildings and Grounds)

Affidavit of E-Verify Requirements Compliance

RFP 22-BG-13 Landscape Maintenance Services

The Consultant/Contractor agrees to comply with Section 448.093, Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 448.093, Florida Statutes.

1. The Consultant/Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Consultant/Contractor during the term of the Agreement and shall expressly require any subcontractors performing work or providing services pursuant to the Agreement to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subconsultant/subcontractor during the Agreement term.

2. That the Consultant/Contractor understands and agrees that its failure to comply with the verification requirements as set forth herein or its failure to ensure that all employees and subconsultant/subcontractors performing work under this Agreement are legally authorized to work in the United States and the State of Florida constitute a breach of this Agreement for which the City may immediately terminate the Agreement without notice and without penalty. The Consultant/Contractor further understands and agrees that in the event of such termination, the Consultant/Contractor shall be liable to the City for any costs incurred by the City as a result of the Consultant's/Contractor's breach

Consultant/Contractor shall execute and return the Affidavit of E-Verify Requirements Compliance to City. IN WITNESS WHEREOF, the parties have made and executed this Agreement for the purposes stated above.

Montalvo Mejia Construction

Consultant/Contractor Name and Address

4924 Winward Way
Orlando FL 32819

Signature

Ramon Montalvo, President

Name and Title

Attachment: Exhibit F - Montalvo Mejia Construction, LLC (2022-R-68 : Landscape Maintenance Contract for City Buildings and Grounds)

PROPOSAL PRICING FORM
RFP 22-BG-13
Landscape Maintenance Services

LOCATIONS

Facilities

1 City Hall Complex

Mowing $ 12,506 40 - 42 times annually
Fertilization 850 4 times annually (Optional)
Pest Control 1000 4 times annually (Optional)
Mulching $ 800 1 time annually (Optional)

2 YMCA / B&G Club

Mowing $ 16,674 40 - 42 times annually
Fertilization 850 4 times annually (Optional)
Pest Control 1000 4 times annually (Optional)
Mulching $ 800 1 time annually (Optional)

3 Station 96

Mowing $ 8,337 40 - 42 times annually
Fertilization 850 4 times annually (Optional)
Pest Control 1000 4 times annually (Optional)
Mulching $ 800 1 time annually (Optional)

4 Sica Hall

Mowing $ 8,337 40 - 42 times annually
Mulching $ 700 1 time annually (Optional)

5 City Hall Annex

Mowing $ 12,506 40 - 42 times annually
Mulching $ 800 1 time annually (Optional)

Parks

6 Riverside Park

Mowing $ 12,506 40 - 42 times annually
Mulching $ 8,000 1 time annually (Optional)

7 Sunrise Park North

Mowing $ 16,674 40 - 42 times annually
Mulching $ 1,000 1 time annually (Optional)

8 Sunrise Park South

Mowing $ 4,169 40 - 42 times annually

9 Ross Point

Attachment: Exhibit F - Montalvo Mejia Construction, LLC (2022-R-68 : Landscape Maintenance Contract for City Buildings and Grounds)

10	Riviera Oaks Dog Park	Mowing $ 4,169	40 - 42 times annually
		Mowing $ 16,674	40 - 42 times annually
		Mulching $ 800	1 time annually (Optional)
11	Grove Avenue Park	Mowing $ 8,337	40 - 42 times annually
Stormwater			
12	Centennial Park	Mowing $ 25,012	40 - 42 times annually
13	Hallman Pond	Mowing $ 12,506	40 - 42 times annually
14	7th Street Park	Mowing $ 8,337	40 - 42 times annually
15	Shirley Heyman Park	Mowing $ 4,169	40 - 42 times annually
Community Redevelopment Agency			
16	Pictona Complex	Mowing $ 23,000	40 - 42 times annually
		Mulching $ 1,200	1 time annually (Optional)
		Fertilization $ 1500	4 Times Annually (Optional)
		Pest Control $ 1000	4 Times Annually (Optional)
17	Vacant Land	Trimming $ 4,169	40-42 times annually

Please provide a detailed description of all costs associated with the process:

Bid prices must include all freight charges and delivery charges for any and all material delivered to the work sight. Prices to be per scope of services in bid and as outlined in Exhibit A and Exhibit B. Prices are to be annualized. Payments are to be made monthly.

THE ABOVE AMOUNTS INCLUDE SALARY COST, FRINGE BENEFITS, OVERHEAD, OPERATING MARGIN AND PROFIT, AND ALL DIRECT AND INDIRECT EXPENSES.

PLEASE INCLUDE ABOVE ANY OTHER POTENTIAL ADDITIONAL SERVICES THAT MAY BE REQUIRED AND ASSOCIATED COSTS.

Authorized Signature

Ramón Montalvo, President
Printed Name & Title

4924 Winwood Way
Address

Orlando, FL 32819
City, State, Zip Code

Attachment: Exhibit F - Montalvo Mejia Construction, LLC (2022-R-68 : Landscape Maintenance Contract for City Buildings and Grounds)

Montalvo Mejia Construction
Company

347-824-8836
Telephone No.

8-8-22
Date

Ramon.Montalvo@montalvomejia.com
Email Address.

Attachment: Exhibit F - Montalvo Mejia Construction, LLC (2022-R-68 : Landscape Maintenance Contract for City Buildings and Grounds)

Form **W-9**
(Rev. October 2007)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

Print or type See Specific Instructions on page 2.

Name (as shown on your income tax return)
MONTALVO MEJIA CONSTRUCTION

Business name, if different from above

Check appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership
☒ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ C
☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)
4924 WINWOOD WAY

Requester's name and address (optional)

City, state, and ZIP code
ORLANDO, FL 32819

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 your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

or

Employer identification number
87 0856357

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).

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 on page 4.

Sign Here Signature of U.S. person ▶ [signature] Date ▶ 8-8-2022

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

Attachment: Exhibit F - Montalvo Mejia Construction, LLC (2022-R-68 : Landscape Maintenance Contract for City Buildings and Grounds)

ADDENDUM NUMBER 1
RFP 22-BG-13
LANDSCAPE MAINTENANCE SERVICES
CITY OF HOLLY HILL

To All Plan Holders:

The following changes, clarifications and additions are hereby made part of the **RFP 22-BG-13** for the above request for **LANDSCAPE MAINTENANCE SERVICES** as fully and completely as if the same were fully set forth therein. All required forms (must be included in the submitted proposals and all bids MUST be submitted or your bid may be declared Non-Responsive.

QUESTIONS AND ANSWERS

Q1 What is the current contract amount?

A1. **121,970.**

Q2 Do you have a proposed budget for the monthly landscape services as well as palm trimming, crape myrtle, and annual mulch?

A2. There is a total of $185,000 in the proposed budget for FY2022/2023 for landscaping services of City buildings and grounds

Q3 Would the City of Holly Hill be agreeable to our usage of robotic mowers on these properties?

A3. The work to be done includes edging, trimming, pest/weed control, mulching, etc. In addition, the areas are open to the public when work is performed. As such, on site staff/equipment operators will be required.

Q4 Who is the current contractor and do you have the results of the last BID and what the current contract pricing is

A4. The current contractor is ABC Express Lawn Care. Their current contract is for $121,970 annually, which reflects the current work to be performed. This is a slight increase from the original bids submitted due to an increase to the scope of work. Complete bids submitted by three contractors can be found on the Holly Hill website under the September 25, 2018 agenda at the following link: https://www.hollyhillfl.org/cityclerk/page/city-holly-hill-florida-meetings

---

Signature acknowledges receipt and understanding of this addendum.

Ramón Montalvo, President
Name/Title

8-8-2022
Date

Attachment: Exhibit F - Montalvo Mejia Construction, LLC (2022-R-68 : Landscape Maintenance Contract for City Buildings and Grounds)

ADDENDUM NUMBER 3
RFP 22-BG-13
LANDSCAPING MAINTENANCE SERVICES
CITY OF HOLLY HILL

To All Plan Holders:

The following changes, clarifications and additions are hereby made part of the **RFP 22-BG-13** for the above request for **LANDSCAPING MAINTENANCE SERVICES** as fully and completely as if the same were fully set forth therein. All required forms (must be included in the submitted proposals and all bids MUST be submitted or your bid may be declared Non-Responsive.

QUESTIONS AND ANSWERS

Q1 There is current construction occurring at 'Pictona'. Are bidders to include this currently unopened area on the proposal?

A1. Please do not include the area currently under construction at Pictona. Any landscaping maintenance at this location will be negotiated at a later date.

Signature acknowledges receipt and understanding of this addendum.

Ramon Montalvo, President
Name/Title

8-8-22
Date

Attachment: Exhibit F - Montalvo Mejia Construction, LLC (2022-R-68 : Landscape Maintenance Contract for City Buildings and Grounds)

ADDENDUM NUMBER 4
RFP 22-BG-13
LANDSCAPING MAINTENANCE SERVICES
CITY OF HOLLY HILL

To All Plan Holders:

The following changes, clarifications and additions are hereby made part of the **RFP 22-BG-13** for the above request for **LANDSCAPING MAINTENANCE SERVICES** as fully and completely as if the same were fully set forth therein. All required forms (must be included in the submitted proposals and all bids MUST be submitted or your bid may be declared Non-Responsive.

QUESTIONS AND ANSWERS

Q1 For the landscape maintenance services bid it has mulch including in the bid is the number of cubic yards needed in the bid because if everyone doesn't plan on installing the same amount it will make a drastic difference in the cost. After being in business over 25 years mulch seems to be the one thing that will have different amounts in most bids even though they can have specs and everyone should come up with the same amount it never happens and I've not come in lowest price on several government bids from other companies shorting the yards and never heard anything from the municipal on why the number difference but they get the contract for being lowest price.

A1. Cubic yards of mulch areas will not be provided for this bid. Mulch areas are specified as pine bark kept at a depth of 3" - 4".

Signature acknowledges receipt and understanding of this addendum.

Ramon Montalvo / President
Name/Title

8-8-22
Date

Attachment: Exhibit F - Montalvo Mejia Construction, LLC (2022-R-68 : Landscape Maintenance Contract for City Buildings and Grounds)

City of Holly Hill

Proposal

For

Landscape Maintenance

Attachment: Exhibit G - VerdeGo Proposal (2022-R-68 : Landscape Maintenance Contract for City Buildings and Grounds)

Attachment: Exhibit G - VerdeGo Proposal (2022-R-68 : Landscape Maintenance Contract for City Buildings and Grounds)

PROPOSER CHECK LIST

I M P O R T A N T: Please read carefully, sign in the spaces indicated and return with your Qualification.
Proposer should check off each of the following items as the necessary action is completed:

☒ The standard contract/ agreement has been signed and included.

☒ All applicable forms have been signed and included

☒ All information as requested in the Proposer's Qualification Form is included.

☒ Any addenda have been signed and included.

☒ The mailing envelope has been addressed to:

CITY CLERK
City of Holly Hill
1065 Ridgewood
Ave.
Holly Hill, Florida 32117

☐ The **mailing envelope must be sealed and marked** with Qualification Number **"RFP 22-BG-13",** Proposal Title **"Landscape Maintenance Services" and Due Date "August 9th, 2022 @ 10:00 am"**.

☐ The Proposals will be mailed or delivered in time to be received no later than the specified due date and time. (Otherwise Proposals cannot be considered.)

ALL COURIER-DELIVERED PROPOSALS MUST HAVE THE RFP NUMBER AND PROPOSAL NAME ON THE OUTSIDE OF THE COURIER PACKET

VerdeGo LLC	**1872 Nova Road**
Company	Address
Authorized Signature	**Holly Hill, FL 32117**
	City, State, Zip Code
William Genovese / Dir of Business Development	**386-221-8004**
Printed Name & Title	Telephone No.

bgenovese@verdego.com
Email

Fax No.

VENDOR SERVICES AGREEMENT
Landscape Maintenance Services
RFP 22-BG-13

THIS AGREEMENT is made and entered into this 9 day of Aug 2022, by and between VerdeGo LLC, duly authorized to conduct business in the State of Florida and whose address is 3335 N. State Street, Bunnell, FL 32110, hereinafter, called "CONTRACTOR" and the **CITY OF HOLLY HILL**, a political subdivision of the State of Florida, whose address is 1065 Ridgewood Ave, Holly Hill, FL 32117, hereinafter called "CITY".

SECTION 1. AGREEMENT. The terms of this Agreement, together with the incorporation of the terms and conditions of the Request for Proposal **(RFP 22-BG-13)**, and any exhibits, schedules and attachments hereto, and any and all amendments relating to same, and any and all submittals from CONTRACTOR, constitute the entire Agreement between CITY and CONTRACTOR. This Agreement is the final, complete and exclusive expression of the terms and conditions of the parties' Agreement. Any and all prior agreements, representations, negotiations, and understandings made by the parties, oral or written, expressed or implied, are hereby superseded and merged herein.

SECTION 2. TERM OF AGREEMENT. The term of this Agreement shall be for three (3) years from the date of award with two (2) one year extension options. Renewal options may be exercised at the discretion of the City Manager based on performance of the company and adherence to the terms and conditions set forth in the RFP documents. The City Manager retains the sole right to determine whether the renewal option shall be granted.

SECTION 3. COMPENSATION. For Services rendered, the CITY shall pay the CONTRACTOR a lump-sum fee, including or excluding reimbursable expenses as mutually agreed upon. Unless otherwise agreed in a Scope of Services, the CONTRACTOR will invoice the City monthly based upon the CONTRACTOR's estimate of the portion of the total Services actually completed at the time of billing.

SECTION 4. NOTICES. Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered or certified United States mail, return receipts requested, addressed to the party for whom it is intended at the place last specified. The place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

For City:
Valerie Manning, City Clerk
City of Holly Hill
1065 Ridgewood Ave.
Holly Hill, FL 32117
(386)248-9441

For Contractor:
William Genovese, Dir Business Developemnt (Name, Title)
VerdeGo LLC. (Company)
3335 N. State Street (Address)
Bunnell, FL 32110 (City, State, Zip)
386-437-3122 (Phone)

Attachment: Exhibit G - VerdeGo Proposal (2022-R-68 : Landscape Maintenance Contract for City Buildings and Grounds)

SECTION 5. RIGHTS AT LAW RETAINED. The rights and remedies of CITY, provided for under this Agreement, are in addition and supplemental to any other rights and remedies provided by law.

SECTION 6. CONTROLLING LAW, VENUE, ATTORNEY'S FEES. This Agreement is to be governed, construed, and interpreted by, through and under the laws of Florida. Venue for any litigation between the parties to this Agreement shall be in the County of Volusia, Florida and any trial shall be non-jury. The prevailing party in any litigation arising from or related to this Agreement shall be reimbursed reasonable attorney fees and costs, including all fees and costs of an appeal.

SECTION 7. MODIFICATIONS TO AGREEMENT. This Agreement and any exhibits, amendments and schedules may only be amended, supplemented, modified or canceled by a written instrument duly executed by the parties hereto of equal dignity herewith.

SECTION 8. SEVERABILITY. If, during the term of this Agreement, it is found that a specific clause or condition of this Agreement is illegal under federal or state law, the remainder of the Agreement not affected by such a ruling shall remain in force and effect.

SECTION 9. WAIVER OF JURY TRIAL. THE CITY AND CONSULTANT HAVE SPECIFICALLY WAIVED THE RIGHT TO A JURY TRIAL CONCERNNG ANY DISPUTES WHICH MAY ARISE CONCERNING THIS AGREEMENT.

SECTION 10. NON-WAIVER. No indulgence, waiver, election or non-election by CITY under this Agreement shall affect CONSULTANT's duties and obligations hereunder.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date written above for execution by CITY.

WITNESSES:

Denise Tanguilig

CITY OF HOLLY HILL

Joseph Forte, City Manager

Dated: _____

WITNESSES:

_____

_____

FIRMS
By: _____
William Genovese Dir. of Business Development

Dated: 8/9/22

Attachments: A. RFP 22-BG-13
B. Firm Response to RFP

Approved by the City Commission of the City of Holly Hill at a meeting held on this _____ day of_____, 2022 under Agenda Item No._____.

Attachment: Exhibit G - VerdeGo Proposal (2022-R-68 : Landscape Maintenance Contract for City Buildings and Grounds)

CONFLICT OF INTEREST AFFIDAVIT

By the signature below, the firm (employees, officers and/or agents) certifies, and hereby discloses, that, to the best of their knowledge and belief, all relevant facts concerning past, present, or currently planned interest or activity (financial, contractual, organizational, or otherwise) which relates to the proposed work; and bear on whether the firm (employees, officers and/or agents) has a possible conflict have been fully disclosed.

Additionally, the firm (employees, officers and/or agents) agrees to immediately notify in writing the Finance Director, or designee, if any actual or potential conflict of interest arises during the contract and/or project duration.

VerdeGo LLC
Company

3335 N. State Street
Address

Authorized Signature

Bunnell, FL 32119
City, State, Zip Code

William Genovese/ Dir of Business Development
Printed Name & Title

386-437-3122
Telephone No.

bgenovese@verdego.com
Email

Fax No.

State of **Florida**)
City of **Bunnell**)

SUBSCRIBED AND SWORN to before me this **9** day of **August**, 20**22**, by **William Genovese**, who is personally known to me to be the **Dir of Business Development** for the Firm, OR who produced the following identification: _____.

Notary Public

DENISE TANGUILIG
Notary Public - State of Florida
Commission # GG 237938
My Comm. Expires Nov 9, 2022
Bonded through National Notary Assn.

My Commission Expires: Nov 9, 2022

Attachment: Exhibit G - VerdeGo Proposal (2022-R-68 : Landscape Maintenance Contract for City Buildings and Grounds)

PROPOSERS QUALIFICATION FORM

LIST MAJOR WORK PRESENTLY UNDER CONTRACT:

% Completed	Project	Contract Amount
See attached		$
		$
		$

LIST CURRENT PROJECTS ON WHICH YOUR FIRM IS THE CANDIDATE FOR AWARD:

OTHER INFORMATION ABOUT PROJECTS:

Have you, at any time, failed to complete a project? ☐ Yes ☒ No

STATEMENT OF LITIGATION:

Are there any judgments, claims or suits pending or outstanding by or against you?
☐ Yes ☒ No

If the answer to either question is yes, submit details on separate sheet. List all lawsuits that have been filed by or against your firm in the last five (5) years:

Attachment: Exhibit G - VerdeGo Proposal (2022-R-68 : Landscape Maintenance Contract for City Buildings and Grounds)

FEES:

List total fees for work done on all City projects in the past five (5) years, whether as an individual firm or as part of a joint venture. **Fees must be listed individually by contract or project and then summarized as a total dollar amount.** Attach additional page if necessary.

$_____Total Fees for work done on all City projects

Attachment: Exhibit G - VerdeGo Proposal (2022-R-68 : Landscape Maintenance Contract for City Buildings and Grounds)

VERDEGO
Experience Landscaping

Maintenance Contracts

	Property Name	Industry Type
$1Mil +		
	RiverTown	HOA/Community
$700k - $800k		
	Ocean Hammock POA	HOA/Community
$400k - $500k		
	Oakleaf - Double Branch CDD	HOA/Community
	Oakleaf - Middle Village CDD	HOA/Community
	World Golf Village	HOA/Community
	City of Daytona Beach	Municipality
$300k - $400k		
	AdventHealth / Florida Hospital	Hospital
	City of Flagler Beach	Municipality
	Shearwater/Trout Creek CDD	HOA/Community
	St Johns County	Municipality
$200k - $300k		
	Bartram Springs CDD	HOA/Community
	South Williamson Maintenance	Municipality
	Tidelands Condo Association	Apartments/Condominiums
	Publix Supermarkets	Commercial
	VyStar Credit Unions	Commercial
$100k - $200k		
	Cinnamon Beach HOA	HOA/Community
	Glen St. Johns CDD	HOA/Community
	Huntington Village Residents Association inc.	HOA/Community
	Mosaic HOA	HOA/Community
	Palisades at Durbin	HOA/Community

Attachment: Exhibit G - VerdeGo Proposal (2022-R-68 : Landscape Maintenance Contract for City Buildings and Grounds)

VERDEGO
Experience Landscaping

Maintenance Contracts

<$100k

Aldi	Commercial
Browns Landing	HOA/Community
Cordoma Residence	Residential
Country Club Harbor HOA	HOA/Community
Dunkin Donuts - PC	Commercial
East Coast Sugery Center	Commercial
Ezell Residence	Residential
Father Lopez Catholic High School	Education/Campus
France Residence	Residential
Godfrey Residence	Residential
Guasta Residence	Residential
Intracoastal Bank	Commercial
Kennedy Residence	Residential
LaGrande Provence	Apartments/Condominiums
LPGA Headquarters	Commercial
Oceanside Condominiums	Apartments/Condominiums
Overbey Residence	Residential
Porto Mar	HOA/Community
Sabal Palms Assisted Living	Retirement/Assisted Living
Seventh Day Adventist Church	Commercial
Silver Creek Retirement Community	Retirement/Assisted Living
South Beach Condo COA	Apartments/Condominiums
Springwood Village	Apartments/Condominiums
Starcevich Residence	Residential
Tobin Residence	Residential
Tuscan Gardens	Retirement/Assisted Living
Ware Residence	Residential
Westlake Property Association Headquarters	Commercial

Attachment: Exhibit G - VerdeGo Proposal (2022-R-68 : Landscape Maintenance Contract for City Buildings and Grounds)

REFERENCES:
Bank(s) Maintaining Account(s): **N/A**

Surety/Underwriter: (if required)_____

Other References: (Use additional sheets if necessary)

TYPE OF FIRM:

☐ Corporation/Years in Business:_____. If firm is a corporation, please list state in which it is incorporated:_____. If firm is a corporation, by signing this form, Proposer certifies that the firm is authorized to do business in the State of Florida.
☐ Partnership/Years in Business: _____
☐ Sole Proprietorship/Years in Business: _____
☒ Other: Please list: **LLC** **19 years**

Pursuant to information for prospective Proposers for the above-mentioned proposed project, the undersigned is submitting the information as required with the understanding that it is only to assist in determining the proposals of the organization to perform the type and magnitude of work intended, and further, guarantee the truth and accuracy of all statements herein made. We will accept your determination of proposals without prejudice.

3335 N. State Street, Bunnell, FL 32110
Company Address City, State Zip code

Authorized Signature

Attachment: Exhibit G - VerdeGo Proposal (2022-R-68 : Landscape Maintenance Contract for City Buildings and Grounds)

DECLARATION STATEMENT

City of Holly Hill
1065 Ridgewood Ave.
Holly Hill, FL 32117

RE: RFP NO. 22-BG-13 "Landscape Maintenance Services"

Dear Mayor and Commission Members:

The undersigned, as Proposer (herein used in the masculine, singular, irrespective of actual gender and number) declares that he is the only person interested in this Proposal or in the contract to which this Proposal pertains, and that this Proposal is made without connection or arrangement with any other person and this Proposal is in every respect fair and made in good faith, without collusion or fraud.

The Proposer further declares that he has complied in every respect with all the Instructions to Proposers issued prior to the opening of Proposals, and that he has satisfied himself fully relative to all matters and conditions with respect to the general condition of the contract to which the Proposal pertains.

The Proposer puts forth and agrees to commence negotiations, in accordance with the Federal 40 USC Title 1101-1104 (Brooks Act) and F.S. 287.055(5), and execute an appropriate City document for the purpose of establishing a formal contractual relationship between him, and the City for the performance of all requirements to which the Proposal pertains. The Proposer states that the Proposal is based upon the Proposal documents listed in **RFP #22-BG-13.**

IN WITNESS WHEREOF, WE have hereunto subscribed our names on this **9** day of **August**, 20**22** in the City of **Bunnell**, in the State of **Florida**.

VerdeGo LLC
Company

Authorized Signature

3335 N. State Street
Address

Bunnell, FL 32110
City, State, Zip Code

Attachment: Exhibit G - VerdeGo Proposal (2022-R-68 : Landscape Maintenance Contract for City Buildings and Grounds)

INSURANCE REQUIREMENTS

INSURANCE TYPE	REQUIRED LIMITS
☒ 1. Worker's Compensation	Statutory Limits of Florida Statutes, Chapter 440 and all Federal Government Statutory Limits and Requirements.
☒ 2. Commercial General Liability (Occurrence Form) patterned after the current I.S.O form with no limiting endorsements.	Bodily Injury & Property Damage **$1,000,000** single limit per occurrence

☒ 3. Indemnification: To the maximum extent permitted by Florida law, the Contractor/Vendor/Consultant shall indemnify and hold harmless the City of Holly Hill, its officers and employees from any and all liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees and paralegals' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor/Vendor/Consultant or anyone employed or utilized by the Contractor/Vendor/Consultant in the performance of this Agreement. This indemnification obligation shall not be construed to negate, abridge or reduce any other rights or remedies which otherwise may be available to an indemnified party or person described in this paragraph.

This section does not pertain to any incident arising from the sole negligence of the City of Holly Hill.

☒ 4. Automobile Liability	$ **500,000** Each Occurrence Owned/Non-owned/Hired Automobile Included
☒ 5. Other Insurance as indicated below: Errors and Omissions or Professional Malpractice Coverage	$ 1,000,000 Per Occurrence

☐ 6. Aircraft Liability $1,000,000 each occurrence combined single limit for bodily injury liability and property damage liability.

☒ 7. Contractor shall ensure that all subcontractors comply with the same insurance requirements that he is required to meet. The same Contractor shall provide City with certificates of insurance meeting the required insurance provisions.

☒ 8. The City of Holly Hill must be named as "**ADDITIONAL INSURED**" on the Insurance Certificate for Commercial General Liability where required.

Attachment: Exhibit G - VerdeGo Proposal (2022-R-68 : Landscape Maintenance Contract for City Buildings and Grounds)

INSURANCE REQUIREMENTS
(Continued)

☒ 9. The City of Holly Hill shall be named as the Certificate Holder. NOTE--The "Certificate Holder" should read as follows:

City of Holly Hill
1065 Ridgewood Ave.
Holly Hill, Florida

No City Division, Department, or individual name should appear on the Certificate. No other format will be acceptable.

☒ 10. **Thirty (30) Days Cancellation Notice** required.

☒ 11. The Certificate must state the **RFP 22-BG-13** and **Landscape Maintenance Services**

= = = =

DRUG-FREE WORKPLACE PROGRAM CERTIFICATION

Preference to businesses with drug-free workplace programs. -- Whenever two or more bids, proposals, or replies that are equal with respect to price, quality, and service are received by the state or by any political subdivision for the procurement of commodities or contractual services, a bid, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

(1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

(2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug- free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

(3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

(4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 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 this section.

Does the individual responding to this solicitation certify that their firm has implemented a drug-free workplace program in accordance with the provision of Section 287.087, Florida Statues, as stated above?

☒ **Yes**
☐ **No**

VerdeGo LLC	**3335 N. State Street**
Company	Address
	Bunnell, FL 32110
Authorized Signature	City, State, Zip Code
William Genovese/Dir of Business Developemnt	**386-437-3122**
Printed Name & Title	Telephone No.
bgenovese@verdego.com	
Email	Fax No.

Attachment: Exhibit G - VerdeGo Proposal (2022-R-68 : Landscape Maintenance Contract for City Buildings and Grounds)

NON-COLLUSION AFFIDAVIT OF PRIME QUALIFIER

State of **Florida**

County of **Flagler**

William Genovese, being first duly sworn, deposes and says that:

He/she is **Dir of Business Development** of **VerdeGo LLC**, Proposer that has submitted the attached Qualification;

He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;

Neither the said Proposer nor any of its officers, partners, owners, agent representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer, firm or person, to fix the price or prices in the attached Qualification or of any other Proposer, or to fix any overhead, profit or cost element of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the CITY OF HOLLY HILL.

The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

VerdeGo LLC	**3335 N. State Street**
Company	Address
	Bunnell, FL 32110
Authorized Signature	City, State, Zip Code
William Genovese/Dir of Business Development	**386-437-3122**
Printed Name & Title	Telephone No.
bgenovese@verdego.com	
Email	Fax No.

Subscribed and sworn to before me this **9** day of **Aug**, 20**22**.

Denise Tanguilig

Dir of Business Development

Title

DENISE TANGUILIG
Notary Public - State of Florida
Commission # GG 237938
My Comm. Expires Nov 9, 2022
Bonded through National Notary Assn.

My Commission Expires: Nov 9 2022

Attachment: Exhibit G - VerdeGo Proposal (2022-R-68 : Landscape Maintenance Contract for City Buildings and Grounds)

ACKNOWLEDGEMENTS
RFP 22-BG-13 Landscape Maintenance Services

To: City of Holly Hill
1065 Ridgewood Ave
Holly Hill, FL 32117

From : Insert Information
"Contractor"

The Contractor agrees to provide LANDSCAPE MAINTENANCE SERVICES as defined in this Request for Proposals document and in accordance with the requirements of the specifications and related work authorizations/contract documents.

The undersigned Contractor has carefully examined the RFP requirements and related contract documents and is familiar with the nature and extent of the work and any local conditions that may in any manner affect the work to be done.

The undersigned agrees to provide the LANDSCAPE MAINTENANCE SERVICES called for by the RFP documents, in the manner prescribed therein and to the standards of quality and performance established by the City for the quality of service quoted.

The undersigned agrees to the right of the City to hold the Request for Proposals submittals and guarantees the future related proposals for a period not to exceed one hundred eighty (180) days from the effective date of the contract term.

The undersigned accepts the invoicing and payment policies specified in the RFP.

Upon award of this RFP, the City and Contractor each binds himself, itself, or herself, its partners, successors, assigns, and legal representatives to the other party hereto in respect to all covenants, agreements, and obligations contained in the RFP Documents.

The RFP Document constitutes the entire agreement between City and Contractor and may only be altered, amended, or repealed by a Change Order or a written amendment.

The Contractor, by signing these RFP Submittal pages, acknowledges and agrees to abide by all the terms, conditions, and specifications contained in this RFP Document.

Contractor shall guarantee the LANDSCAPE MAINTENANCE SERVICES within n/a calendar days from receipt of Purchase Order or Work Authorization / Notice to Proceed.

Dated this 9 day of August (Month), 2022 (Year)

Attachment: Exhibit G - VerdeGo Proposal (2022-R-68 : Landscape Maintenance Contract for City Buildings and Grounds)

INDIVIDUAL, FIRM, CORPORATION, LIMITED LIABILITY, PARTNERSHIP, OR OTHER FORM OF ENTITY

By: _____ / William Genovese
(Signature) (Print name)

Address: 3335 N. State Street, Bunnell, FL 32110

Telephone: 386-437-3122 Fax: (_____) _____

Taxpayer Identification Number (TIN): 27-4398666

CORPORATION

By: _____/_____
(Signature) (Print name)

Address: _____

_____

_____

Telephone: (____)_____Fax: (_____) _____

Taxpayer Identification Number (TIN/EIN): _____

State Under Which Corporation Was Chartered:
_____

Corporate President: _____
(Print Name)

Corporate Secretary: _____
(Print Name)

Attachment: Exhibit G - VerdeGo Proposal (2022-R-68 : Landscape Maintenance Contract for City Buildings and Grounds)

Corporate Treasurer: _____
(Print Name)

CORPORATE SEAL

Attest By: _____
_____
Secretary

Signature:_____Date: _____

Attachment: Exhibit G - VerdeGo Proposal (2022-R-68 : Landscape Maintenance Contract for City Buildings and Grounds)

COMPLIANCE WITH THE PUBLIC RECORDS LAW

Upon award recommendation or ten (10) days after opening, submittals 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. The submission of a proposal authorizes release of your firm's credit data to the CITY.

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 in a separate envelope marked accordingly.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT

Valerie Manning, City Clerk
386-248-9441
vmanning@hollyhillfl.org
1065 Ridgewood Ave
Holly Hill, FL 32117

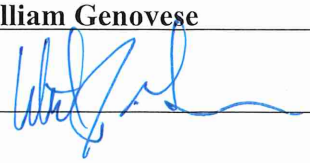
A provision that requires the contractor to comply with public records laws, specifically to:
1. Keep and maintain public records required by the public agency to perform the service.
2. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

By submitting a response to this solicitation, the company agrees to defend the CITY in the event we are forced to litigate the public records status of the company's documents.

Attachment: Exhibit G - VerdeGo Proposal (2022-R-68 : Landscape Maintenance Contract for City Buildings and Grounds)

Company Name: **VerdeGo LLC**

Authorized representative (printed): **William Genovese**

Authorized representative (signature): 

Project Number: **RFP 22-BG-13** Date: **8/9/22**

Attachment: Exhibit G - VerdeGo Proposal (2022-R-68 : Landscape Maintenance Contract for City Buildings and Grounds)

REFERENCES FORM

Provide the business names, contact persons and telephone numbers of four (4) references for which the firm has provided services described in this Qualification for three (3) years or more within the last five (5) years. Include relationships with governmental agencies. It is our intent to contact these references during the evaluation process.

1. Name of Company: **City of Daytona Beach**
   Address: **950 Bellevue Ave, Daytona Beach, FL 32115**
   Point of Contact: **Cordel Dietzig**
   Phone #: _____ Email address: **dietzigcordel@codb.us**
   Service(s) Provided: **All Landscape Services**
   _____
   Dates of Service: **2018-Current**

2. Name of Company: **City of Port Orange**
   Address: _____
   Point of Contact: **John Cross**
   Phone #: **386-214-8587** Email address: **jcross@port-orange.org**
   Service(s) Provided: **All Landscape Services**
   _____
   Dates of Service: **2018-Current**

3. Name of Company: **Utilities Commission - New Smryna Beach**
   Address: **200 Canal Street, New Smryna Beach, FL 32168**
   Point of Contact: **Dana Hale**
   Phone #: _____ Email address: **dhale@ucnsb.org**
   Service(s) Provided: _____
   All Landscape Services
   Dates of Service: **2021-Current**

4. Name of Company: **Flagler County BOCC**
   Address: **1769 E. Moody Blvd., Bldg 2, Bunnell, FL 32110**
   Point of Contact: **Andrew Ferrara**
   Phone #: **386-916-8273** Email address: **aferrara@flaglercounty.org**

Attachment: Exhibit G - VerdeGo Proposal (2022-R-68 : Landscape Maintenance Contract for City Buildings and Grounds)

Service(s) Provided: **All Landscape Services**

Dates of Service: **2020-Current**

Attachment: Exhibit G - VerdeGo Proposal (2022-R-68 : Landscape Maintenance Contract for City Buildings and Grounds)

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. THIS SWORN STATEMENT IS SUBMITTED TO City of Holly Hill

by **William Genovese / Dir of Business Development**
(Print Individual's Name and Title)
for **VerdeGo LLC**
(Print Name of Entity Submitting Sworn Statement)
whose business is _____

and (if applicable) its Federal Employer Identification Number (FEIN) is **27-4398666**

2. I understand that a "public entity crime" as defined in Paragraph 287.133 (1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

   a. A predecessor or successor of a person convicted of a public entity crime; or

   b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provisions 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.

Attachment: Exhibit G - VerdeGo Proposal (2022-R-68 : Landscape Maintenance Contract for City Buildings and Grounds)

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies).

__X__ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, nor any affiliates of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in 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 CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR A CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____
(Signature)

Sworn and subscribed before me this 9 day of August 2022, 2019.

Personally known_____

OR produced identification_____

_____
(Type of Identification)

_____
(Notary)

Notary Public State of Florida

My commission expires: Nov 9, 2022

DENISE TANGUILIG
Notary Public - State of Florida
Commission # GG 237938
My Comm. Expires Nov 9, 2022
Bonded through National Notary Assn.

Attachment: Exhibit G - VerdeGo Proposal (2022-R-68 : Landscape Maintenance Contract for City Buildings and Grounds)

VENDOR INFORMATION

Vendor is:
( ) Corporation
( ) Partnership
( ) Sole Proprietorship
(X) Other_____(Explain)

Federal Employer Identification Number: **27-4398666**

Firm Name: **VerdeGo LLC**

Mailing Address: **PO Box 789, Bunnell, FL 32110**

Telephone No.: **386-437-3122** Fax No.: _____

Email Address: **bgenovese@verdego.com** Web Address: **verdego.com**

If remittance address is different from the mailing address so indicate below.

Firm Name: _____

Remittance Address: _____

_____

_____

Submitted by: _____

Name & Title Printed: **William Genovese / Dir of Business Development**

Attachment: Exhibit G - VerdeGo Proposal (2022-R-68 : Landscape Maintenance Contract for City Buildings and Grounds)

Affidavit of E-Verify Requirements Compliance

RFP 22-BG-13 Landscape Maintenance Services

The Consultant/Contractor agrees to comply with Section 448.093, Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 448.093, Florida Statutes.

1. The Consultant/Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Consultant/Contractor during the term of the Agreement and shall expressly require any subcontractors performing work or providing services pursuant to the Agreement to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subconsultant/subcontractor during the Agreement term.

2. That the Consultant/Contractor understands and agrees that its failure to comply with the verification requirements as set forth herein or its failure to ensure that all employees and subconsultant/subcontractors performing work under this Agreement are legally authorized to work in the United States and the State of Florida constitute a breach of this Agreement for which the City may immediately terminate the Agreement without notice and without penalty. The Consultant/Contractor further understands and agrees that in the event of such termination, the Consultant/Contractor shall be liable to the City for any costs incurred by the City as a result of the Consultant's/Contractor's breach

Consultant/Contractor shall execute and return the Affidavit of E-Verify Requirements Compliance to City. IN WITNESS WHEREOF, the parties have made and executed this Agreement for the purposes stated above.

VerdeGo LLC/3335 N State Street
Bunnell, FL 32110
Consultant/Contractor Name and Address

Signature

William Genovese / Dir iof Business Development

Name and Title

Attachment: Exhibit G - VerdeGo Proposal (2022-R-68 : Landscape Maintenance Contract for City Buildings and Grounds)

PROPOSAL PRICING FORM
RFP 22-BG-13
Landscape Maintenance Services

LOCATIONS

Facilities

1 City Hall Complex

Mowing $	12,749.00	40 - 42 times annually
Fertilization	4,200.00	4 times annually (Optional)
Pest Control	Included w/ Fert	4 times annually (Optional)
Mulching $	825.00	1 time annually (Optional)

2 YMCA / B&G Club

Mowing $	20,498.00	40 - 42 times annually
Fertilization	4,800.00	4 times annually (Optional)
Pest Control	Included w/Fert	4 times annually (Optional)
Mulching $	715.00	1 time annually (Optional)

3 Station 96

Mowing $	7,488.00	40 - 42 times annually
Fertilization		4 times annually (Optional)
Pest Control		4 times annually (Optional)
Mulching $	165.00	1 time annually (Optional)

4 Sica Hall

Mowing $	4,284.00	40 - 42 times annually
Mulching $	495.00	1 time annually (Optional)

5 City Hall Annex

Mowing $	3,258.00	40 - 42 times annually
Mulching $	440.00	1 time annually (Optional)

Parks

6 Riverside Park

Mowing $	17,714.00	40 - 42 times annually
Mulching $	3,300.00	1 time annually (Optional)

7 Sunrise Park North

Mowing $	18,072.00	40 - 42 times annually
Mulching $	550.00	1 time annually (Optional)

8 Sunrise Park South

Mowing $	8,094.00	40 - 42 times annually

9 Ross Point

Attachment: Exhibit G - VerdeGo Proposal (2022-R-68 : Landscape Maintenance Contract for City Buildings and Grounds)

10	Riviera Oaks Dog Park	Mowing $	6,336.00	40 - 42 times annually
		Mowing $	19,512.00	40 - 42 times annually
		Mulching $	1,375.00	1 time annually (Optional)
11	Grove Avenue Park	Mowing $	2,484.00	40 - 42 times annually
Stormwater				
12	Centennial Park	Mowing $	14,544.00	40 - 42 times annually
13	Hallman Pond	Mowing $	4,755.00	40 - 42 times annually
14	7th Street Park	Mowing $	8,640.00	40 - 42 times annually
15	Shirley Heyman Park	Mowing $	5,904.00	40 - 42 times annually
Community Redevelopment Agency				
16	Pictona Complex	Mowing $	17,408.00	40 - 42 times annually
		Mulching $	1,375.00	1 time annually (Optional)
		Fertilization $	4,900.00	4 Times Annually (Optional)
		Pest Control $	Included w/Fert	4 Times Annually (Optional)
17	Vacant Land	Trimming $	1,368.00	40-42 times annually

***Pricing DOES NOT included palm pruning. Upon request, palms can be pruned for $35 per palm**

Please provide a detailed description of all costs associated with the process:

Bid prices must include all freight charges and delivery charges for any and all material delivered to the work sight. Prices to be per scope of services in bid and as outlined in Exhibit A and Exhibit B. Prices are to be annualized. Payments are to be made monthly.

THE ABOVE AMOUNTS INCLUDE SALARY COST, FRINGE BENEFITS, OVERHEAD, OPERATING MARGIN AND PROFIT, AND ALL DIRECT AND INDIRECT EXPENSES.

PLEASE INCLUDE ABOVE ANY OTHER POTENTIAL ADDITIONAL SERVICES THAT MAY BE REQUIRED AND ASSOCIATED COSTS.

Authorized Signature	**3335 N. State Street** Address
William Genovese / Dir of Business Development Printed Name & Title	**Bunnell, FL 32110** City, State, Zip Code

Attachment: Exhibit G - VerdeGo Proposal (2022-R-68 : Landscape Maintenance Contract for City Buildings and Grounds)

VerdeGo LLC	**386-437-3122**
Company	Telephone No.
8/9/22	**bgenovese@verdego.com**
Date	Email Address.

Attachment: Exhibit G - VerdeGo Proposal (2022-R-68 : Landscape Maintenance Contract for City Buildings and Grounds)

ADDENDUM NUMBER 1
RFP 22-BG-13
LANDSCAPE MAINTENANCE SERVICES
CITY OF HOLLY HILL

To All Plan Holders:

The following changes, clarifications and additions are hereby made part of the **RFP 22-BG-13** for the above request for **LANDSCAPE MAINTENANCE SERVICES** as fully and completely as if the same were fully set forth therein. All required forms (must be included in the submitted proposals and all bids MUST be submitted or your bid may be declared Non-Responsive.

QUESTIONS AND ANSWERS

Q1 What is the current contract amount?

A1. **121,970.**

Q2 Do you have a proposed budget for the monthly landscape services as well as palm trimming, crape myrtle, and annual mulch?

A2. There is a total of $185,000 in the proposed budget for FY2022/2023 for landscaping services of City buildings and grounds

Q3 Would the City of Holly Hill be agreeable to our usage of robotic mowers on these properties?

A3. The work to be done includes edging, trimming, pest/weed control, mulching, etc. In addition, the areas are open to the public when work is performed. As such, on site staff/equipment operators will be required.

Q4 Who is the current contractor and do you have the results of the last BID and what the current contract pricing is

A4. The current contractor is ABC Express Lawn Care. Their current contract is for $121,970 annually, which reflects the current work to be performed. This is a slight increase from the original bids submitted due to an increase to the scope of work. Complete bids submitted by three contractors can be found on the Holly Hill website under the September 25, 2018 agenda at the following link: https://www.hollyhillfl.org/cityclerk/page/city-holly-hill-florida-meetings

Signature acknowledges receipt and understanding of this addendum.

Dir of Business Development
Name/Title

8/9/22
Date

Attachment: Exhibit G - VerdeGo Proposal (2022-R-68 : Landscape Maintenance Contract for City Buildings and Grounds)

ADDENDUM NUMBER 3
RFP 22-BG-13
LANDSCAPING MAINTENANCE SERVICES
CITY OF HOLLY HILL

To All Plan Holders:

The following changes, clarifications and additions are hereby made part of the **RFP 22-BG-13** for the above request for **LANDSCAPING MAINTENANCE SERVICES** as fully and completely as if the same were fully set forth therein. All required forms (must be included in the submitted proposals and all bids MUST be submitted or your bid may be declared Non-Responsive.

QUESTIONS AND ANSWERS

Q1 There is current construction occurring at 'Pictona'. Are bidders to include this currently unopened area on the proposal?

A1. Please do not include the area currently under construction at Pictona. Any landscaping maintenance at this location will be negotiated at a later date.

Signature acknowledges receipt and understanding of this addendum.

Dir. Business Development
Name/Title

8/9/22
Date

Attachment: Exhibit G - VerdeGo Proposal (2022-R-68 : Landscape Maintenance Contract for City Buildings and Grounds)

ADDENDUM NUMBER 4
RFP 22-BG-13
LANDSCAPING MAINTENANCE SERVICES
CITY OF HOLLY HILL

To All Plan Holders:

The following changes, clarifications and additions are hereby made part of the **RFP 22-BG-13** for the above request for **LANDSCAPING MAINTENANCE SERVICES** as fully and completely as if the same were fully set forth therein. All required forms (must be included in the submitted proposals and all bids MUST be submitted or your bid may be declared Non-Responsive.

QUESTIONS AND ANSWERS

Q1 For the landscape maintenance services bid it has mulch including in the bid is the number of cubic yards needed in the bid because if everyone doesn't plan on installing the same amount it will make a drastic difference in the cost. After being in business over 25 years mulch seems to be the one thing that will have different amounts in most bids even though they can have specs and everyone should come up with the same amount it never happens and I've not come in lowest price on several government bids from other companies shorting the yards and never heard anything from the municipal on why the number difference but they get the contract for being lowest price.

A1. Cubic yards of mulch areas will not be provided for this bid. Mulch areas are specified as pine bark kept at a depth of 3" - 4".

Signature acknowledges receipt and understanding of this addendum.

Dir Business Development
Name/Title

8/9/22
Date

Attachment: Exhibit G - VerdeGo Proposal (2022-R-68 : Landscape Maintenance Contract for City Buildings and Grounds)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/06/2021

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 Brown & Brown of Tennessee, Inc. 6 Cadillac Drive, Suite 200 Brentwood TN 37027	**CONTACT NAME:** Tasha Felts, TIIA **PHONE (A/C, No, Ext):** (615) 385-2860 **FAX (A/C, No):** (615) 385-8360 **E-MAIL ADDRESS:** tfelts@bbtennessee.com
INSURED Verdego, LLC 3335 N. State Street Bunnell FL 32110	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** Travelers Property Casualty Company of America — 25674 **INSURER B :** The Travelers Indemnity Company of Connecticut — 25682 **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:			TC2JGLSA-3P390744-TIL-21	10/01/2021	10/01/2022	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 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			TC2JCAP-3P390756-TIL-21	10/01/2021	10/01/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) [ ]	$ 5,000,000 $ $ $ $
A	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 0			ZUP-16P13057-21-NF	10/01/2021	10/01/2022	EACH OCCURRENCE AGGREGATE [ ]	$ 10,000,000 $ 10,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		UB-4S050569-21-51-K	10/01/2021	10/01/2022	[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	Inland Marine			QT-630- 4S014177-TIL-21	10/01/2021	10/01/2022	Leased/ Rented Equip Deductible	$200,000 $1,000

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

Certificate holder is included as Additional Insured on the General Liability, Automobile and Umbrella policies on a Primary and Non-Contributory basis as required by written contract. A Waiver of Subrogation applies on all policies as their interest may be per written contract. A 30 Day Notice of Cancellation applies. The Umbrella policy follows form of the General Liability (including completed operations), Automobile Liability, and Workers' Compensation policies.

CERTIFICATE HOLDER

Evidence of Coverage

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

© 1988-2015 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

Attachment: Exhibit G - VerdeGo Proposal (2022-R-68 : Landscape Maintenance Contract for City Buildings and Grounds)

Form **W-9**
(Rev. October 2018)
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.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

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

VerdeGo LLC

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

☑ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

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

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

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

PO BO 789

Requester's name and address (optional)

6 City, state, and ZIP code

Bunnell, Fl 32110

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN,* later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

2	7	–	4	3	9	8	6	6	6

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 ▶ Cody Warren Date ▶ 04/26/2022

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9.*

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

Attachment: Exhibit G - VerdeGo Proposal (2022-R-68 : Landscape Maintenance Contract for City Buildings and Grounds)

Attachment: Exhibit H - Yellowstone Landscape Proposal (2022-R-68 : Landscape Maintenance Contract for City Buildings and Grounds)

Landscape Maintenance Services Proposal

prepared for

City of Holly Hill

Landscape Maintenance Services

RFP 22-BG-13

Bryan Clyborne, *Business Development Manager*

1077 Derbyshire Road Daytona Beach, FL 32117

(407)-495-8726 (386)-437-6211

August 01, 2022

YELLOWSTONE LANDSCAPE

YELLOWSTONE
LANDSCAPE

386.437.6211 tel
386.437.5143 fax

3235 North State Street
PO Box 849
Bunnell, FL 32110

www.yellowstonelandscape.com

08/01/2022

City of Holly Hill
City Clerk
1065 Ridgewood Avenue
Holly Hill, FL 32117

RE: RFP-22-BG-13, Landscape Maintenance Services

Dear Sir/Madam:

I, Chris Adornetti, a Director in the Yellowstone Landscape corporation, authorize Bryan Clyborne to negotiate on our firm's behalf on all services and agreements related to the bid listed as "RFP-22-BG-13 Landscape Maintenance Services".

Sincerely,

Chris Adornetti
Controller
Yellowstone Landscape

Attachment: Exhibit H - Yellowstone Landscape Proposal (2022-R-68 : Landscape Maintenance Contract for City Buildings and Grounds)

YELLOWSTONE LANDSCAPE

TAB I
Management Summary

Attachment: Exhibit H - Yellowstone Landscape Proposal (2022-R-68 : Landscape Maintenance Contract for City Buildings and Grounds)

YELLOWSTONE LANDSCAPE

1077 Derbyshire Road

Daytona Beach, FL 32117

www.yellowstonelandscape.com

Attachment: Exhibit H - Yellowstone Landscape Proposal (2022-R-68 : Landscape Maintenance Contract for City Buildings and Grounds)

August 1, 2022

Joseph A. Forte
City Manager
City of Holly Hill
Volusia County, Florida

Re: Approach to Landscape Maintenance Services for Landscape Maintenance Services

Dear Mr. Forte,

In the following document we will break down our landscape approach to services for the landscape maintenance for the City of Holly Hill RFP 22-BG-13. We want you to understand how our crews work, who is responsible for what within our company, and how we will service the areas identified within the RFP. Yellowstone Landscape's extensive experience in production planning allows our teams to develop a program that will ensure that all tasks outlined in the RFP will be performed timely and consistently. All of the tasks and teams will be managed by our account manager who will be your main point of contact within Yellowstone Landscape. This account manager will make sure outstanding quality and customer service are delivered to you and residents utilizing these facilities.

1. Project Approach Breakdown
    a. Mow/detail team – Crews will fluctuate in size from 3-4 people depending on the time of the year and the amount of growth in the turf. If additional team members are needed to ensure the property meets expectations, we will always make the adjustments needed. At the end of the day, we are a quality-based company and will always do what is right to create a successful partnership with your team. All sites will be serviced between the hours outlined in RFP with minimal disruption to people working inside buildings.
        i. Mowing (40 Times Per Year)
            1. Mowing, edging, string trimming, and blowing off all turf and hardscape areas.
                a. 60" walk behind mowers and 72" riding mowers will be utilized to perform mowing functions.
                b. String trimming of all signs, obstacles, and extreme banks where mowers cannot access will be done on each visit when needed.
                c. Litter removal
        ii. Detail/Pruning/Weed Control (40 Times)
            1. Hand pruning or shearing of low hanging brush or any plant material encroaching sidewalks
            2. Crack weed control in sidewalks
            3. Non-selective weed control of fence lines (only with prior approval by project manager)
                a. All our account managers, crew leaders, and crew leads have spray licenses
            4. Keeping inlet and outlet structures free of vegetation
            5. Blowing off property after trimming

6. Litter removal

b. Account Manager
   i. Supervising and overseeing all aspects of maintenance by our crew members
   ii. Main point of contact for the City
   iii. Will communicate any issues with the property and any scheduling conflicts.
      1. We are utilizing a tool called Site Audit which we can take pictures, make notes, and assign tasks to specific people within our company. It has been a highly effective tool and our customers are raving how much this improves communication and takes a pro-active approach.
      2. Account managers meet weekly with our branch manager to go over scheduling and adjustments that may be needed. We work together as a team to make sure our customers receive the best service and our crews stay on task.
   iv. Will provide weekly checklist of maintenance activities completed.

Please let us know if you have any questions about our scope of services or landscape approach. We are very excited about the potential opportunity!

Sincerely,

Bryan Clyborne

Bryan P. Clyborne

Business Development Manager, Yellowstone Landscape
1077 Derbyshire Road Daytona Beach, FL 32117
(407)-495-8726 (386)-437-6211
BClyborne@yellowstonelandscape.com

Attachment: Exhibit H - Yellowstone Landscape Proposal (2022-R-68 : Landscape Maintenance Contract for City Buildings and Grounds)

YELLOWSTONE LANDSCAPE

TAB II
Corporate Experience/Capacity

Attachment: Exhibit H - Yellowstone Landscape Proposal (2022-R-68 : Landscape Maintenance Contract for City Buildings and Grounds)

Statement of Corporate Stability

Yellowstone Landscape understands your need to ensure that any potential landscape partner operates in a manner that supports long-term stability, and to verify our ability to provide services to your property in the future.

Our firm was established in 2008, by combining already successful, regional landscape companies that had existed for more than twenty years, before they joined together to form Yellowstone Landscape. Since its founding, members of our firm have been linked by a common goal to better serve our clients, sharing decades of experience in landscape design and installation, tree care services, athletic field management, snow and ice management, and landscape maintenance. As one of the landscape industry's fastest growing and most respected commercial landscaping companies, we proudly serve more than 5000 clients from over 50 local branch operations facilities across 13 states across the country. Yellowstone Landscape is presently the largest, privately-owned landscape and snow and ice management company in North America.

We are incorporated in the state of Delaware, chartered in January of 2008. As a privately held company, it is not our practice to disclose operating budgets or financial statements, however, we can confirm that our firm's annual revenue exceeded $446,000,000 in 2021. We also attest that we operate our company in accordance with all generally accepted best accounting practices, as have been confirmed by independently conducted audits each year since our founding. We maintain an open line of credit of $50 million, with bonding capacity up to $40 million.

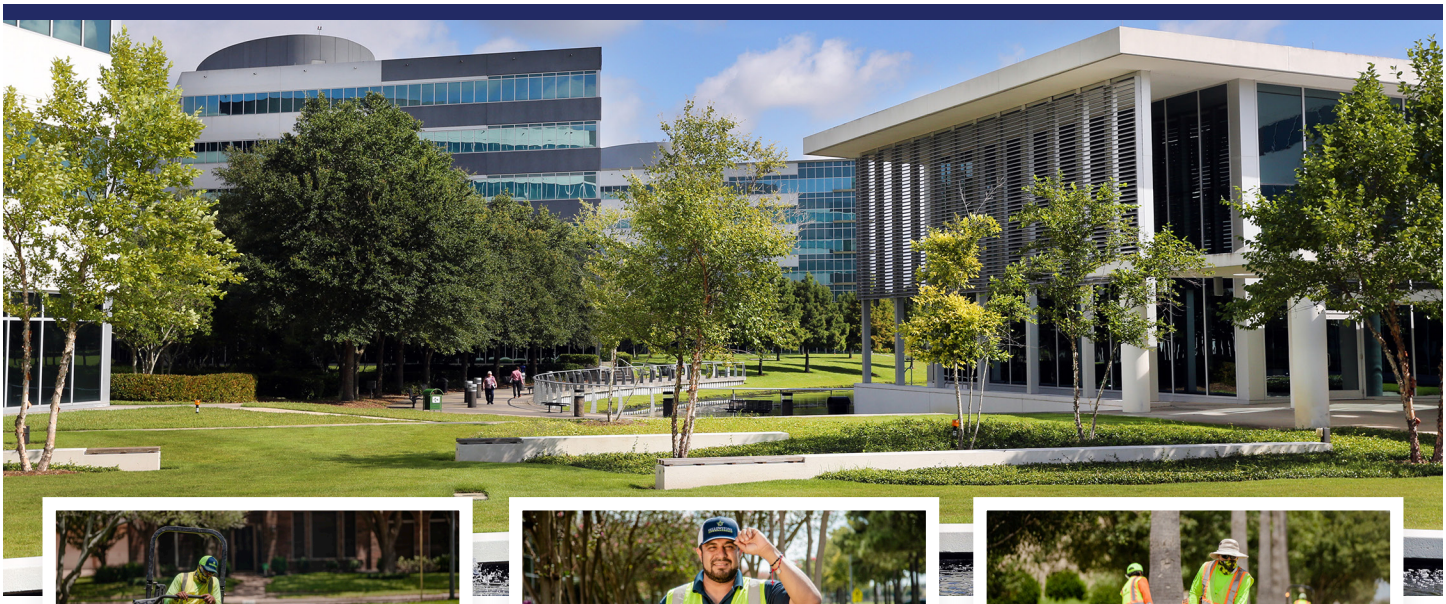
As a part of the investment portfolio of Harvest Partners, a private equity firm based in New York, New York, Yellowstone is fully prepared to fund any capital expenses necessary to ensure our ability to perform services at full capacity in advance of the stated contract start date, should we be selected as your landscape contractor.

Attachment: Exhibit H - Yellowstone Landscape Proposal (2022-R-68 : Landscape Maintenance Contract for City Buildings and Grounds)

YELLOWSTONE LANDSCAPE

Capabilities Statement

Commercial Landscaping Services



CORPORATE OVERVIEW

Yellowstone Landscape began in 2008 with the unification of established, independently successful regional landscape companies. Since then, we've been linked by a common goal to better serve our clients, sharing decades of experience in landscape maintenance, landscape design and installation, tree care, irrigation, and snow & ice management services.

As the landscape industry's largest privately held company, we are proud to serve more than three thousand client properties from over 50 local branch facilities, across the South, Southwest, and Midwest.

We offer a uniquely comprehensive suite of services and expertise, allowing us to partner with our clients at any stage in their landscape's life cycle. From a landscape design idea on a computer screen, to a mature and thriving landscape in the ground, Yellowstone Landscape is the only commercial landscaping partner you'll ever need.

COMPANY DATA

Business Entity Name: Yellowstone Landscape - Southeast LLC
Headquarters Address: 3235 N State St, Bunnell, FL 32110
FEI/EIN Number: 20-2993503
Incorporation Date: 01.28.2008 (Delaware)

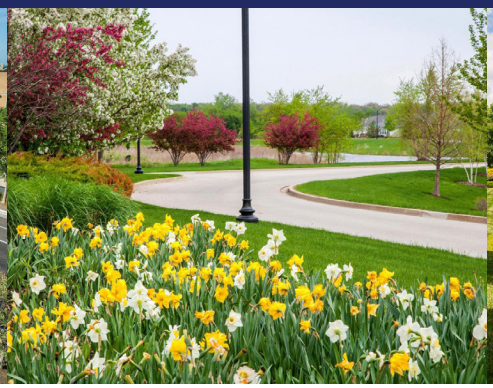
SERVICES OFFERED

- Landscape Maintenance
- Landscape Enhancements
- Landscape Installation
- Commercial Tree Care
- Irrigation & Water Management
- Snow & Ice Management

Attachment: Exhibit H - Yellowstone Landscape Proposal (2022-R-68 : Landscape Maintenance Contract for City Buildings and Grounds)

Trusted by Clients Across the Country

YELLOWSTONE LANDSCAPE



Yellowstone Landscape serves our clients from local branch locations across the South, Southwest, and Midwest United States.

Our talented Landscape Professionals are experts in their local areas, delivering **excellence in commercial landscape maintenance, installations and enhancements, tree care, and snow & ice services.**

These local operating teams are supported by the collective strength of a **national leader in commercial landscaping services.**

And we empower our local leadership to make decisions in the best interest of our clients and their properties. No excuses, no calling headquarters for approval, no corporate red tape. **Just do what's right.**

Working safely. Providing great service to our clients. Taking pride in our work. Building lasting partnerships with our clients.

That's how we've become the **trusted commercial landscaping partner** of choice to our valued clients across the country.

© 2021 Yellowstone Landscape • www.yellowstonelandscape.com

Attachment: Exhibit H - Yellowstone Landscape Proposal (2022-R-68 : Landscape Maintenance Contract for City Buildings and Grounds)

About Yellowstone Landscape

4000 Full Time Landscape Professionals

600 Part Time & Seasonal Employees

Over 75% of Management Hold
Advanced Degrees Related to the Industry

LEED APs, Arborists, Industry Certified
Technical Specialists & Installers

Attachment: Exhibit H - Yellowstone Landscape Proposal (2022-R-68 : Landscape Maintenance Contract

Yellowstone Landscape Daytona Beach Branch Equipment List

Long Description	Quantity
100 Gal Skid Diaphragm Pump	2
2017 Trailer- Big Tex 7x20 Equipment Trailer	1
2019 Kawasaki Mule SX	1
262D Caterpillar	1
Air Compressor	1
Auger- CAT A26B	1
Boom Arm- CAT	1
Buffalo Turbine Blower	2
Buffalo Turbine Cyclone KB4	1
CAT 72in Grapple Rake	1
CAT T9B Manual Trencher	1
CAT Telehandler Lift Eye/Hook	1
Chipper- Vermeer Brush BC1000XL	1
Compactor- Dynapac LF3820	1
Cyclone Squared Twin Turbine Blower	1
EZ Trench Groundsaw	1
Force Blower	1
Forklift- Tag Along Material Handler- 45' Fontaine Trailer	1
Forks- CAT 262B7 #7026	1
John Deere Tractor w. Edger 1025R	1
Kubota- 2011 RTV1140	3
Kubota- RTV 900 XTWH	6
Kubota Util Vehicle SN-19064	3
Loader- CAT Forks	1
Loader- Skid Steer 262C	1
Lubrication Equipment	1
Mig Welder	1
Mower- 2006 Toro Greensmaster Reel Mower 1000	1
Mower- 36" Exmark Turf Tracer	1
Mower- 48" Exmark Turf Tracer w. Sulky and Mulch Plate	2

Attachment: Exhibit H - Yellowstone Landscape Proposal (2022-R-68 : Landscape Maintenance Contract for City Buildings and Grounds)

Mower- 52" Exmark Staris	1
Mower- 52" Exmark Turf Tracer	1
Mower- 52" Exmark UltraCut w. Sulky and Plate Cover	1
Mower- 52in Exmark w. Sulky	1
Mower- 52in Vantage	1
Mower- 52in Vantage	1
Mower- 60" Exmark Lazer w. Mulch Plate	8
Mower- 72" Exmark Lazer Z	5
Mower- Exmark 36in- mulch cover- bagging assembly-stand	1
Mower- Exmark 52" Staris Stander S-Series	1
Mower- Exmark 56in- (C)	1
Mower- Exmark 60" Turf Tracer X Series w. Sulky	1
Mower- Exmark 60" Z Turn w. Tractus Tires	1
Mower- Exmark 60in Lazer Z 29HP	3
Mower- Exmark 72" Z Turn w. Tractus Tires	1
Mower- Exmark Kaw Ultra Cut 36in	1
Mower- Exmark Laser Z 60in	6
Mower- Exmark Lazer Z 72in	1
Mower- Exmark Standon Aerator 30in	1
Mower- Exmark Turf Tracer 52in	3
Mower- Exmark Walk Behind 48in	1
Mower- Gravely Pro Turn	2
Mower- Gravely Prostance 52FL	1
Mower- Jacobsen	1
Mower- Kawasaki 29 HP	1
Mower- Lazer 72in	3
Mower- Lazer S 60in	8
Mower- Lazer S 72in	4
Mower- Prowalk 52	2
Mower- Reelmaster 5010-H	1
Mower- Toro 3 Reel (OB)	2
Mower- Toro 7 Reel (OB)	1

Attachment: Exhibit H - Yellowstone Landscape Proposal (2022-R-68 : Landscape Maintenance Contract for City Buildings and Grounds)

Mower- Toro Greensmaster 1000	1
Mower- Toro Greensmater Flex 2120	2
Mower- Toro Groundsmaster 3500	1
Mower- Toro Reelmaster 3000 27in 8BL CU	2
Mower- Toro Transpro 70	1
Mower- Tow 22in Push	2
Mower- Turf Tracker 52in	2
Mower- Turfco 2000	1
Mower- Ultra Cut 48in	2
Mowers- 2017- Exmark Lazer 60	1
Pneumatic Lift	1
Rolling Jack	1
Ryan Lawn Aerator IV Plus w/ 4HP Honda GX	1
Sm Equipment- 2 cycle	92
Sm Equipment- Aerator (OB)	1
Sm Equipment- Fertilizer (OB)	1
Small Equipment- Fault & Valve Locator	1
Small Equipment Lifts	1
Sod Cutter- Classen Hydro 18.5"	2
Sprayer- Exmark Z Sprayer	1
Sprayer- Skid-mounted 100 Gal Sprayer- Truck#1067	1
Spreader- 60 Gal. 220lb Hopper	2
Spreader- Chariot	2
Spreader- PS 200 Prize	1
Spreader- Vortex Granular	1
Sump Pump Addition	1
Top Dresser	1
Toro Cart with Sprayer (OB)	1
Toro Reelmaster 3100-D	1
Tractor- Ford (OB)	1
Trailer - 8.5x20 American Made Cargo	1
Trailer- 2004 Anderson 7 x 20	1

Attachment: Exhibit H - Yellowstone Landscape Proposal (2022-R-68 : Landscape Maintenance Contract for City Buildings and Grounds)

Trailer- 2013 7 x 8 Tandem Utility Trailer	1
Trailer- 2013 Tandem Axle Trailer	1
Trailer- 2014 7 x 20Pipe Utility	1
Trailer- 2014 Big Tex Deck 77 x 10	1
Trailer- 2014 Big Tex Equipment	1
Trailer- 2015 7x18	1
Trailer- 2015 Big Tex 77x16	1
Trailer- 2016 Big Tex Deck Storage	3
Trailer- 2017 Gatortail 8x24 Deckover	2
Trailer- 2019 Big Tex Utility	1
Trailer- 2020 Southeast Enclosed 8.5x22	6
Trailer- 2021 Ormond Cargo 8.5 x 20	1
Trailer- 5x10 Side Trailer	1
Trailer- 7x18 Cargo Trailer	1
Trailer- Anderson Deck-Over Dump 2005	1
Trailer- Wylie Water 2006	1
Truck- 2005 Isuzu NPR HD (DL) 12-14' Alum Dump #1132	1
Truck- 2007 Ford F250 (C) Spray #1219	1
Truck- 2012 Ford F150 Super #1249	1
Truck- 2012 Ford F250 Crew #1250	2
Truck- 2012 Ford F450 4dr #1253	1
Truck- 2012 Isuza Open Landscape #1161	1
Truck- 2013 Ford F250 Crew Cab #1263	1
Truck- 2013 Transit Connect #1291	1
Truck- 2015 Ford F350 #1298	1
Truck- 2017 Chevy Silverado #1452	6
Truck- 2019 Chevy Silverado 1500 #1609	2
Truck- 2020 Chevy 3500 LCF #1757	3
Truck- 2020 Chevy Silverado 2500HD #2149	1
Truck- Chevy Silverado 1500 Pickup- 2007 #1116	1
Truck- Ford 2012 Transit Connect#1252	1
Truck- Ford F150 Pickup- 2006 #1099	2

Attachment: Exhibit H - Yellowstone Landscape Proposal (2022-R-68 : Landscape Maintenance Contract for City Buildings and Grounds)

Truck- Ford XL Irigation Van 2012 #1237	1
Truck- GMC W4500 Debris/Dump Body- 2006 #1085	1
Truck- GMC W4500 Super Lawn- 2007 #1120	3
Ventrac 4200	1
Vericutter (OB)	1
Welder- Millermatic 251 w/meters 200	1
Wheel Loader Attachment- CAT 902 QA	1
Wheel Loader- CAT 914G	1

Attachment: Exhibit H - Yellowstone Landscape Proposal (2022-R-68 : Landscape Maintenance Contract for City Buildings and Grounds)

YELLOWSTONE LANDSCAPE

TAB III
Customer Listing

Attachment: Exhibit H - Yellowstone Landscape Proposal (2022-R-68 : Landscape Maintenance Contract for City Buildings and Grounds)

Customer Listing

1.) City of Ormond Beach

Address: 399 US-1 Ormond Beach, FL 32174

Contact: Mike Demchak (386)-299-2452

Email: Michael.demchak@ormondbeach.org

Length of Service : 2012-Present

Description : Landscape Maintenance Services

Contract Value : $2.0 Million

2.) City of New Smyrna Beach

Address: 124 Industrial Park Avenue New Smyrna Beach, FL 32168

Contact: David Ray (386)-527-6657

Email: Dray@cityofnsb.com

Length of Service : 2015-Present

Description : Landscape Maintenance Services

Contract Value : $500,000

Attachment: Exhibit H - Yellowstone Landscape Proposal (2022-R-68 : Landscape Maintenance Contract for City Buildings and Grounds)

3.) City of Daytona Beach

Address: 950 Bellevue Avenue Daytona Beach, FL 32114

Contact: David Waller (386)-671-8681

Email: wallerdavid@codb.us

Length of Service : 2017-Present

Description : Landscape Maintenance Services

Contract Value : $500,000

4.) City of Port Orange

Address: 1395 Dunlawton Avenue Port Orange, FL 32127

Contact: Lynn Stevens (386)-506-5750

Email: lstevens@port-orange.org

Length of Service : 2015-Present

Description : Landscape Maintenance Services

Contract Value : $500,000

Attachment: Exhibit H - Yellowstone Landscape Proposal (2022-R-68 : Landscape Maintenance Contract for City Buildings and Grounds)

YELLOWSTONE LANDSCAPE

TAB IV
Acceptance of Conditions

Attachment: Exhibit H - Yellowstone Landscape Proposal (2022-R-68 : Landscape Maintenance Contract for City Buildings and Grounds)

YELLOWSTONE LANDSCAPE

TAB V
Documents

Attachment: Exhibit H - Yellowstone Landscape Proposal (2022-R-68 : Landscape Maintenance Contract for City Buildings and Grounds)

State of Florida

Department of Agriculture and Consumer Services

Bureau of Licensing and Enforcement

CERTIFIED PEST CONTROL OPERATOR

Number: JF323338

DENNIS C SNEE

This is to Certify that the individual named above is a Certified Pest Control Operator and is privileged to practice

Lawn and Ornamental

in conformity with an Act of the Legislature of the State of Florida regulating the practice of Pest Control and imposing penalties for violations.

In Testimony Whereof, Witness this signature at Tallahassee, Florida on March 23, 2022

Nicole Fried

NICOLE "NIKKI" FRIED
Commissioner of Agriculture

Chief, Bureau of Licensing and Enforcement

FDACS 13618, 06/01

Attachment: Exhibit H - Yellowstone Landscape Proposal (2022-R-68 : Landscape Maintenance Contract

The International Society of Arboriculture

Hereby Announces That

Kyle Jordan Stoudenmire

Has Earned the Credential

ISA Certified Arborist ®

By successfully meeting ISA Certified Arborist certification requirements through demonstrated attainment of relevant competencies as supported by the ISA Credentialing Council

Caitlyn Pollihan
CEO & Executive Director

5 May 2018	30 June 2024	FL-9365A
Issue Date	Expiration Date	Certification Number

ANAB
ANSI National Accreditation Board
ACCREDITED
ISO/IEC 17024
PERSONNEL CERTIFICATION BODY
#0847
ISA Certified Arborist

Attachment: Exhibit H - Yellowstone Landscape Proposal (2022-R-68 : Landscape Maintenance Contract

2022 / 2023

Volusia County Business Tax Receipt

Issued pursuant to F.S. 205 and Volusia County Code of Ordinances Chapter 114-1 by:
Volusia County Treasury and Billing - 125 W New York Ave, Room 120, Deland, FL 32720 - (386) 943-7085

Volusia County
FLORIDA

Account #: 202001200001 Expires: September 30, 2023
Business Location: 1077 DERBYSHIRE RD

Business Name: YELLOWSTONE LANDSCAPE-SOUTHEAST, LLC
Owner Name: TIMOTHY PORTLAND
Mailing Address PO BOX 849
BUNNELL, FL 32110

BUSINESS TYPE	REQ DOC #	CODE	COUNT	TAX
Business Service	JB226125	471	51	$150.00
Business Service State Lic Req	JB226125	472	1	$22.00
Hazardous Waste Fee	JB226125	HW	1	$44.00

- This receipt indicates payment of a tax, which is levied for the privilege of doing the type(s) of business listed above within Volusia County. This receipt is non-regulatory in nature and is not meant to be a certification of the holder's ability to perform the service for which he is registered. This receipt also does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.
- The business must meet all County and/or Municipality planning and zoning requirements or this Business Tax Receipt may be revoked and all taxes paid would be forfeited.
- The information contained on this Business Tax Receipt must be kept up to date. Contact the Volusia County Treasury and Billing for instructions on making changes to your account.

THIS PORTION OF THE BUSINESS TAX RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS

Volusia County Business Tax Receipt

Treasury and Billing - 125 W New York Ave, Room 120, Deland, FL 32720 - (386) 943-7085

DATE PAID:	07/26/2022
RECEIPT #:	476021
TOTAL TAX:	$216.00
PENALTY:	$0.00
TOTAL PAID:	$216.00

Business Name: YELLOWSTONE LANDSCAPE-SOUTHEAST, LLC
Owner Name: TIMOTHY PORTLAND
Mailing Address PO BOX 849
BUNNELL, FL 32110

Account #: 202001200001 Expires: September 30, 2023
Business Location: 1077 DERBYSHIRE RD

PLEASE DETATCH THIS PORTION OF THE BUSINESS TAX RECEIPT FOR YOUR RECORDS.

Attachment: Exhibit H - Yellowstone Landscape Proposal (2022-R-68 : Landscape Maintenance Contract for City Buildings and Grounds)

YELLOWSTONE LANDSCAPE

TAB VI
Required Form Submittals

Attachment: Exhibit H - Yellowstone Landscape Proposal (2022-R-68 : Landscape Maintenance Contract for City Buildings and Grounds)

Attachment: Exhibit H - Yellowstone Landscape Proposal (2022-R-68 : Landscape Maintenance Contract for City Buildings and Grounds)

PROPOSER CHECK LIST

I M P O R T A N T: **Please read carefully, sign in the spaces indicated and return with your Qualification.**
Proposer should check off each of the following items as the necessary action is completed:

☒ The standard contract/ agreement has been signed and included.

☒ All applicable forms have been signed and included

☒ All information as requested in the Proposer's Qualification Form is included.

☒ Any addenda have been signed and included.

☒ The mailing envelope has been addressed to:

CITY CLERK
City of Holly Hill
1065 Ridgewood
Ave.
Holly Hill, Florida 32117

☒ The **mailing envelope must be sealed and marked** with Qualification Number "**RFP 22-BG-13",** Proposal Title **"Landscape Maintenance Services" and Due Date "August 9th, 2022 @ 10:00 am**".

☒ The Proposals will be mailed or delivered in time to be received no later than the specified due date and time. (Otherwise Proposals cannot be considered.)

ALL COURIER-DELIVERED PROPOSALS MUST HAVE THE RFP NUMBER AND PROPOSAL NAME ON THE OUTSIDE OF THE COURIER PACKET

Yellowstone Landscape	1077 Derbyshire Road
Company	Address
Bryan P. Clyborne	Daytona Beach, FL 32117
Authorized Signature	City, State, Zip Code
Bryan Clyborne Business Development Manager	(386)-437-6211
Printed Name & Title	Telephone No.

bclyborne@yellowstonelandscape.com (386)-437-5143

Email Fax No.

VENDOR SERVICES AGREEMENT
Landscape Maintenance Services
RFP 22-BG-13

THIS AGREEMENT is made and entered into this _____ day of ___, 2022, by and between Yellowstone Landscape Southeast LLC, duly authorized to conduct business in the State of Florida and whose address is 1077 Derbyshire Road Daytona Beach, FL 32117, hereinafter, called "CONTRACTOR" and the **CITY OF HOLLY HILL**, a political subdivision of the State of Florida, whose address is 1065 Ridgewood Ave, Holly Hill, FL 32117, hereinafter called "CITY".

SECTION 1. AGREEMENT. The terms of this Agreement, together with the incorporation of the terms and conditions of the Request for Proposal **(RFP 22-BG-13)**, and any exhibits, schedules and attachments hereto, and any and all amendments relating to same, and any and all submittals from CONTRACTOR, constitute the entire Agreement between CITY and CONTRACTOR. This Agreement is the final, complete and exclusive expression of the terms and conditions of the parties' Agreement. Any and all prior agreements, representations, negotiations, and understandings made by the parties, oral or written, expressed or implied, are hereby superseded and merged herein.

SECTION 2. TERM OF AGREEMENT. The term of this Agreement shall be for three (3) years from the date of award with two (2) one year extension options. Renewal options may be exercised at the discretion of the City Manager based on performance of the company and adherence to the terms and conditions set forth in the RFP documents. The City Manager retains the sole right to determine whether the renewal option shall be granted.

SECTION 3. COMPENSATION. For Services rendered, the CITY shall pay the CONTRACTOR a lump-sum fee, including or excluding reimbursable expenses as mutually agreed upon. Unless otherwise agreed in a Scope of Services, the CONTRACTOR will invoice the City monthly based upon the CONTRACTOR's estimate of the portion of the total Services actually completed at the time of billing.

SECTION 4. NOTICES. Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered or certified United States mail, return receipts requested, addressed to the party for whom it is intended at the place last specified. The place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

For City:
Valerie Manning, City Clerk
City of Holly Hill
1065 Ridgewood Ave.
Holly Hill, FL 32117
(386)248-9441

For Contractor: Business Development Manager
Bryan Clyborne, (Name, Title)
Yellowstone Landscape Southeast LLC. (Company)
1077 Derbyshire Road (Address)
Daytona Beach,FL 32117 (City, State, Zip)
(407)-495-8726 (Phone)

Attachment: Exhibit H - Yellowstone Landscape Proposal (2022-R-68 : Landscape Maintenance Contract for City Buildings and Grounds)

SECTION 5. RIGHTS AT LAW RETAINED. The rights and remedies of CITY, provided for under this Agreement, are in addition and supplemental to any other rights and remedies provided by law.

SECTION 6. CONTROLLING LAW, VENUE, ATTORNEY'S FEES. This Agreement is to be governed, construed, and interpreted by, through and under the laws of Florida. Venue for any litigation between the parties to this Agreement shall be in the County of Volusia, Florida and any trial shall be non-jury. The prevailing party in any litigation arising from or related to this Agreement shall be reimbursed reasonable attorney fees and costs, including all fees and costs of an appeal.

SECTION 7. MODIFICATIONS TO AGREEMENT. This Agreement and any exhibits, amendments and schedules may only be amended, supplemented, modified or canceled by a written instrument duly executed by the parties hereto of equal dignity herewith.

SECTION 8. SEVERABILITY. If, during the term of this Agreement, it is found that a specific clause or condition of this Agreement is illegal under federal or state law, the remainder of the Agreement not affected by such a ruling shall remain in force and effect.

SECTION 9. WAIVER OF JURY TRIAL. THE CITY AND CONSULTANT HAVE SPECIFICALLY WAIVED THE RIGHT TO A JURY TRIAL CONCERNNG ANY DISPUTES WHICH MAY ARISE CONCERNING THIS AGREEMENT.

SECTION 10. NON-WAIVER. No indulgence, waiver, election or non-election by CITY under this Agreement shall affect CONSULTANT's duties and obligations hereunder.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date written above for execution by CITY.

WITNESSES:

_____

CITY OF HOLLY HILL

_____
Joseph Forte, City Manager

Dated: _____

WITNESSES:

_____

_____

FIRMS
By: _____
_____, _____

Dated:_____

Attachments: A. RFP 22-BG-13
B. Firm Response to RFP

Approved by the City Commission of the City of Holly Hill at a meeting held on this _____ day of_____, 2022 under Agenda Item No._____.

Attachment: Exhibit H - Yellowstone Landscape Proposal (2022-R-68 : Landscape Maintenance Contract for City Buildings and Grounds)

CONFLICT OF INTEREST AFFIDAVIT

By the signature below, the firm (employees, officers and/or agents) certifies, and hereby discloses, that, to the best of their knowledge and belief, all relevant facts concerning past, present, or currently planned interest or activity (financial, contractual, organizational, or otherwise) which relates to the proposed work; and bear on whether the firm (employees, officers and/or agents) has a possible conflict have been fully disclosed.

Additionally, the firm (employees, officers and/or agents) agrees to immediately notify in writing the Finance Director, or designee, if any actual or potential conflict of interest arises during the contract and/or project duration.

Yellowstone Landscape Southeast LLC	1077 Derbyshire Road
Company	Address
	Daytona Beach, FL 32117
Authorized Signature	City, State, Zip Code
Bryan Clyborne, Business Development Manager	(386)-437-6211
Printed Name & Title	Telephone No.
BClyborne@yellowstonelandscape.com	(386)-437-5143
Email	Fax No.

State of Florida)
City of Volusia)

SUBSCRIBED AND SWORN to before me this 2 day of August, 2022, by Bryan Clyborne, who is personally known to me to be the _____ for the Firm, OR who produced the following identification: FL Drivers License.

Notary Public

APRIL LEE SZABO
Notary Public - State of Florida
Commission # HH 163922
My Comm. Expires Aug 10, 2025
Bonded through National Notary Assn.

My Commission Expires: Aug. 10, 2025

Attachment: Exhibit H - Yellowstone Landscape Proposal (2022-R-68 : Landscape Maintenance Contract for City Buildings and Grounds)

PROPOSERS QUALIFICATION FORM

LIST MAJOR WORK PRESENTLY UNDER CONTRACT:

% Completed	Project	Contract Amount
Annual Contract	City of Ormond Beach	$ 2.0 Million
Annual Contract	City of Daytona Beach	$ 500,000
Annual Contract	City of Port Orange	$ 500,000

LIST CURRENT PROJECTS ON WHICH YOUR FIRM IS THE CANDIDATE FOR AWARD:

Royal Palm PUD

OTHER INFORMATION ABOUT PROJECTS:

Have you, at any time, failed to complete a project? ☐ Yes ☒ No

STATEMENT OF LITIGATION:

Are there any judgments, claims or suits pending or outstanding by or against you?
☐ Yes ☒ No

If the answer to either question is yes, submit details on separate sheet. List all lawsuits that have been filed by or against your firm in the last five (5) years:

Attachment: Exhibit H - Yellowstone Landscape Proposal (2022-R-68 : Landscape Maintenance Contract for City Buildings and Grounds)

FEES:

List total fees for work done on all City projects in the past five (5) years, whether as an individual firm or as part of a joint venture. **Fees must be listed individually by contract or project and then summarized as a total dollar amount.** Attach additional page if necessary.

$ 3.5 Million **Total Fees for work done on all City projects**

Attachment: Exhibit H - Yellowstone Landscape Proposal (2022-R-68 : Landscape Maintenance Contract for City Buildings and Grounds)

REFERENCES:
Bank(s) Maintaining Account(s): Antares Capital L.P. Chicago, IL 60661

Surety/Underwriter: (if required)

Other References: (Use additional sheets if necessary)

TYPE OF FIRM:

☒ Corporation/Years in Business: 14. If firm is a corporation, please list state in which it is incorporated: Delaware. If firm is a corporation, by signing this form, Proposer certifies that the firm is authorized to do business in the State of Florida.
☐ Partnership/Years in Business:
☐ Sole Proprietorship/Years in Business:
☐ Other: Please list:

Pursuant to information for prospective Proposers for the above-mentioned proposed project, the undersigned is submitting the information as required with the understanding that it is only to assist in determining the proposals of the organization to perform the type and magnitude of work intended, and further, guarantee the truth and accuracy of all statements herein made. We will accept your determination of proposals without prejudice.

1077 Derbyshire Road Daytona Beach, FL 32117
Company Address City, State Zip code

Bryan P. Clyborne
Authorized Signature

Attachment: Exhibit H - Yellowstone Landscape Proposal (2022-R-68 : Landscape Maintenance Contract for City Buildings and Grounds)

DECLARATION STATEMENT

City of Holly Hill
1065 Ridgewood Ave.
Holly Hill, FL 32117

RE: RFP NO. 22-BG-13 "Landscape Maintenance Services"

Dear Mayor and Commission Members:

The undersigned, as Proposer (herein used in the masculine, singular, irrespective of actual gender and number) declares that he is the only person interested in this Proposal or in the contract to which this Proposal pertains, and that this Proposal is made without connection or arrangement with any other person and this Proposal is in every respect fair and made in good faith, without collusion or fraud.

The Proposer further declares that he has complied in every respect with all the Instructions to Proposers issued prior to the opening of Proposals, and that he has satisfied himself fully relative to all matters and conditions with respect to the general condition of the contract to which the Proposal pertains.

The Proposer puts forth and agrees to commence negotiations, in accordance with the Federal 40 USC Title 1101-1104 (Brooks Act) and F.S. 287.055(5), and execute an appropriate City document for the purpose of establishing a formal contractual relationship between him, and the City for the performance of all requirements to which the Proposal pertains. The Proposer states that the Proposal is based upon the Proposal documents listed in **RFP #22-BG-13.**

IN WITNESS WHEREOF, WE have hereunto subscribed our names on this 1st day of August, 2022 in the City of Daytona Beach, in the State of Florida.

Yellowstone Landscape Southeast LLC
Company

1077 Derbyshire Road
Address

Bryan P. Clyborne
Authorized Signature

Daytona Beach FL, 32117
City, State, Zip Code

Attachment: Exhibit H - Yellowstone Landscape Proposal (2022-R-68 : Landscape Maintenance Contract for City Buildings and Grounds)

INSURANCE REQUIREMENTS

INSURANCE TYPE	REQUIRED LIMITS
☒ 1. Worker's Compensation	Statutory Limits of Florida Statutes, Chapter 440 and all Federal Government Statutory Limits and Requirements.
☒ 2. Commercial General Liability (Occurrence Form) patterned after the current I.S.O form with no limiting endorsements.	Bodily Injury & Property Damage **$1,000,000** single limit per occurrence

☒ 3. Indemnification: To the maximum extent permitted by Florida law, the Contractor/Vendor/Consultant shall indemnify and hold harmless the City of Holly Hill, its officers and employees from any and all liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees and paralegals' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor/Vendor/Consultant or anyone employed or utilized by the Contractor/Vendor/Consultant in the performance of this Agreement. This indemnification obligation shall not be construed to negate, abridge or reduce any other rights or remedies which otherwise may be available to an indemnified party or person described in this paragraph.

This section does not pertain to any incident arising from the sole negligence of the City of Holly Hill.

☒ 4. Automobile Liability	**$ 500,000** Each Occurrence Owned/Non-owned/Hired Automobile Included
☒ 5. Other Insurance as indicated below: Errors and Omissions or Professional Malpractice Coverage	**$** 1,000,000 Per Occurrence

☐ 6. Aircraft Liability $1,000,000 each occurrence combined single limit for bodily injury liability and property damage liability.

☒ 7. Contractor shall ensure that all subcontractors comply with the same insurance requirements that he is required to meet. The same Contractor shall provide City with certificates of insurance meeting the required insurance provisions.

☒ 8. The City of Holly Hill must be named as "**ADDITIONAL INSURED**" on the Insurance Certificate for Commercial General Liability where required.

Attachment: Exhibit H - Yellowstone Landscape Proposal (2022-R-68 : Landscape Maintenance Contract for City Buildings and Grounds)

INSURANCE REQUIREMENTS
(Continued)

☒ 9. The City of Holly Hill shall be named as the Certificate Holder. NOTE--The "Certificate Holder" should read as follows:

City of Holly Hill
1065 Ridgewood Ave.
Holly Hill, Florida

No City Division, Department, or individual name should appear on the Certificate. No other format will be acceptable.

☒ 10. **Thirty (30) Days Cancellation Notice** required.

☒ 11. The Certificate must state the **RFP 22-BG-13** and **Landscape Maintenance Services**

= = = =

DRUG-FREE WORKPLACE PROGRAM CERTIFICATION

Preference to businesses with drug-free workplace programs. -- Whenever two or more bids, proposals, or replies that are equal with respect to price, quality, and service are received by the state or by any political subdivision for the procurement of commodities or contractual services, a bid, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

(1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

(2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug- free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

(3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

(4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 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 this section.

Does the individual responding to this solicitation certify that their firm has implemented a drug-free workplace program in accordance with the provision of Section 287.087, Florida Statues, as stated above?

☒ **Yes**
☐ **No**

Yellowstone Landscape Southeast LLC	1077 Derbyshire Road
Company	Address
Bryan P. Clyborne	Daytona Beach, FL 32117
Authorized Signature	City, State, Zip Code
Bryan Clyborne, Business Development Manager	(407)-495-8726
Printed Name & Title	Telephone No.
BClyborne@yellowstonelandscape.com	(386)-437-5143
Email	Fax No.

Attachment: Exhibit H - Yellowstone Landscape Proposal (2022-R-68 : Landscape Maintenance Contract for City Buildings and Grounds)

NON-COLLUSION AFFIDAVIT OF PRIME QUALIFIER

State of Florida

County of Volusia

Bryan Clyborne, being first duly sworn, deposes and says that:

He/she is Business Development Manager of Yellowstone Landscape Southeast LLC, Proposer that has submitted the attached Qualification;

He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;

Neither the said Proposer nor any of its officers, partners, owners, agent representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer, firm or person, to fix the price or prices in the attached Qualification or of any other Proposer, or to fix any overhead, profit or cost element of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the CITY OF HOLLY HILL.

The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Yellowstone Landscape Southeast LLC	1077 Derbyshire Road
Company	Address
	Daytona Beach, FL 32117
Authorized Signature	City, State, Zip Code
Bryan Clyborne, Business Development Manager	(386)-437-6211
Printed Name & Title	Telephone No.
BClyborne@yellowstonelandscape.com	(386)-437-5143
Email	Fax No.

Subscribed and sworn to before me this 2 day of Aug., 2022.

Notary Public

APRIL LEE SZABO
Notary Public - State of Florida
Commission # HH 163922
My Comm. Expires Aug 10, 2025
Bonded through National Notary Assn.

Title

My Commission Expires: Aug. 10, 2025

Attachment: Exhibit H - Yellowstone Landscape Proposal (2022-R-68 : Landscape Maintenance Contract for City Buildings and Grounds)

ACKNOWLEDGEMENTS
RFP 22-BG-13 Landscape Maintenance Services

To: City of Holly Hill
1065 Ridgewood Ave
Holly Hill, FL 32117

From : Insert Information
"Contractor"

The Contractor agrees to provide LANDSCAPE MAINTENANCE SERVICES as defined in this Request for Proposals document and in accordance with the requirements of the specifications and related work authorizations/contract documents.

The undersigned Contractor has carefully examined the RFP requirements and related contract documents and is familiar with the nature and extent of the work and any local conditions that may in any manner affect the work to be done.

The undersigned agrees to provide the LANDSCAPE MAINTENANCE SERVICES called for by the RFP documents, in the manner prescribed therein and to the standards of quality and performance established by the City for the quality of service quoted.

The undersigned agrees to the right of the City to hold the Request for Proposals submittals and guarantees the future related proposals for a period not to exceed one hundred eighty (180) days from the effective date of the contract term.

The undersigned accepts the invoicing and payment policies specified in the RFP.

Upon award of this RFP, the City and Contractor each binds himself, itself, or herself, its partners, successors, assigns, and legal representatives to the other party hereto in respect to all covenants, agreements, and obligations contained in the RFP Documents.

The RFP Document constitutes the entire agreement between City and Contractor and may only be altered, amended, or repealed by a Change Order or a written amendment.

The Contractor, by signing these RFP Submittal pages, acknowledges and agrees to abide by all the terms, conditions, and specifications contained in this RFP Document.

Contractor shall guarantee the LANDSCAPE MAINTENANCE SERVICES within n/a calendar days from receipt of Purchase Order or Work Authorization / Notice to Proceed.

Dated this 1st **day of** August **(Month)**, 2022 **(Year)**

Attachment: Exhibit H - Yellowstone Landscape Proposal (2022-R-68 : Landscape Maintenance Contract for City Buildings and Grounds)

INDIVIDUAL, FIRM, CORPORATION, LIMITED LIABILITY, PARTNERSHIP, OR OTHER FORM OF ENTITY

By: Bryan P. Clyborne / Bryan Clyborne
(Signature) **(Print name)**

Address: 1077 Derbyshire Road Daytona Beach, FL 32117

Telephone: (386) 437-6211 **Fax:** (386) 437-5143

Taxpayer Identification Number (TIN): 20-2993503

CORPORATION

By: _____/_____
(Signature) **(Print name)**

Address: _____

_____

_____

Telephone: (___)_____ **Fax:** (_____) _____

Taxpayer Identification Number (TIN/EIN): _____

State Under Which Corporation Was Chartered:

_____

Corporate President: _____
(Print Name)

Corporate Secretary: _____
(Print Name)

Attachment: Exhibit H - Yellowstone Landscape Proposal (2022-R-68 : Landscape Maintenance Contract for City Buildings and Grounds)

Corporate Treasurer: _____

(Print Name)

CORPORATE SEAL

Attest By: _____

_____

Secretary

Signature:_____**Date:** _____

Attachment: Exhibit H - Yellowstone Landscape Proposal (2022-R-68 : Landscape Maintenance Contract for City Buildings and Grounds)

COMPLIANCE WITH THE PUBLIC RECORDS LAW

Upon award recommendation or ten (10) days after opening, submittals 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. The submission of a proposal authorizes release of your firm's credit data to the CITY.

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 in a separate envelope marked accordingly.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT

Valerie Manning, City Clerk
386-248-9441
vmanning@hollyhillfl.org
1065 Ridgewood Ave
Holly Hill, FL 32117

A provision that requires the contractor to comply with public records laws, specifically to:
1. Keep and maintain public records required by the public agency to perform the service.
2. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

By submitting a response to this solicitation, the company agrees to defend the CITY in the event we are forced to litigate the public records status of the company's documents.

Attachment: Exhibit H - Yellowstone Landscape Proposal (2022-R-68 : Landscape Maintenance Contract for City Buildings and Grounds)

Company Name: Yellowstone Landscape

Authorized representative (printed): Bryan Clyborne

Authorized representative (signature): Bryan P. Clyborne

Project Number: **RFP 22-BG-13** Date: 08/01/2022

Attachment: Exhibit H - Yellowstone Landscape Proposal (2022-R-68 : Landscape Maintenance Contract for City Buildings and Grounds)

REFERENCES FORM

Provide the business names, contact persons and telephone numbers of four (4) references for which the firm has provided services described in this Qualification for three (3) years or more within the last five (5) years. Include relationships with governmental agencies. It is our intent to contact these references during the evaluation process.

1. Name of Company: City of Ormond Beach
   Address: 399 US-1 Ormond Beach, FL 32174
   Point of Contact: Mike Demchak
   Phone #: (386)-299-2452 Email address: michael.demchak@ormondbeach.org
   Service(s) Provided: Landscape maintenance services including mowing of Right of Ways, Governmental Buildings as well as all sports fields.
   Dates of Service: 2012-Present

2. Name of Company: City of New Smyrna Beach
   Address: 124 Industrial Park Avenue New Smyrna Beach, FL 32168
   Point of Contact: David Ray
   Phone #: (386)-527-6657 Email address: DRay@cityofnsb.com
   Service(s) Provided: General Landscape Maintenance
   Dates of Service: 2015-Present

3. Name of Company: City of Daytona Beach
   Address: 950 Bellevue Avenue Daytona Beach, FL 32114
   Point of Contact: David Waller
   Phone #: (386)-671-8681 Email address: wallerdavid@codb.us
   Service(s) Provided: General Landscape Maintenance
   Dates of Service: 2017-Present

4. Name of Company: City of Port Orange
   Address: 1395 Dunlawton Avenue Port Orange, FL 32127
   Point of Contact: Lynn Stevens
   Phone #: (386)-506-5750 Email address: lstevens@port-orange.org

Attachment: Exhibit H - Yellowstone Landscape Proposal (2022-R-68 : Landscape Maintenance Contract for City Buildings and Grounds)

Service(s) Provided: General Landscape Maintenance

Dates of Service: 2015-Present

Attachment: Exhibit H - Yellowstone Landscape Proposal (2022-R-68 : Landscape Maintenance Contract for City Buildings and Grounds)

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. THIS SWORN STATEMENT IS SUBMITTED TO City of Holly Hill

by Bryan Clyborne, Business Development Manager

(Print Individual's Name and Title)

for Yellowstone Landscape Southeast LLC

(Print Name of Entity Submitting Sworn Statement)

whose business is 1077 Derbyshire Road Daytona Beach, FL 32117

and (if applicable) its Federal Employer Identification Number (FEIN) is 20-2993503

2. I understand that a "public entity crime" as defined in Paragraph 287.133 (1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

   a. A predecessor or successor of a person convicted of a public entity crime; or

   b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provisions 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.

Attachment: Exhibit H - Yellowstone Landscape Proposal (2022-R-68 : Landscape Maintenance Contract for City Buildings and Grounds)

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies).

X Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, nor any affiliates of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in 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 CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR A CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____
(Signature)

Sworn and subscribed before me this 2nd day of August, 2022.

Personally known _____

_____
(Notary)

OR produced identification FL Drivers Licensea
(Type of Identification)

Notary Public State of Florida

My commission expires: Aug. 10, 2025

APRIL LEE SZABO
Notary Public - State of Florida
Commission # HH 163922
My Comm. Expires Aug 10, 2025
Bonded through National Notary Assn.

Attachment: Exhibit H - Yellowstone Landscape Proposal (2022-R-68 : Landscape Maintenance Contract for City Buildings and Grounds)

VENDOR INFORMATION

Vendor is:
(X) Corporation
( ) Partnership
( ) Sole Proprietorship
( ) Other _____ (Explain)

Federal Employer Identification Number: 20-2993503

Firm Name: Yellowstone Landscape Southeast LLC

Mailing Address: 1077 Derbyshire Road Daytona Beach, FL 32117

Telephone No.: (386)-437-6211 Fax No.: _____

Email Address: BClyborne@yellowstonelandscape.com Web Address: www.yellowstonelandscape.com

If remittance address is different from the mailing address so indicate below.

Firm Name: _____

Remittance Address: _____

_____

_____

Submitted by: Yellowstone Landscape Southeast LLC

Name & Title Printed: Bryan Clyborne, Business Development Manager

Attachment: Exhibit H - Yellowstone Landscape Proposal (2022-R-68 : Landscape Maintenance Contract for City Buildings and Grounds)

Affidavit of E-Verify Requirements Compliance

RFP 22-BG-13 Landscape Maintenance Services

The Consultant/Contractor agrees to comply with Section 448.093, Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 448.093, Florida Statutes.

1. The Consultant/Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Consultant/Contractor during the term of the Agreement and shall expressly require any subcontractors performing work or providing services pursuant to the Agreement to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subconsultant/subcontractor during the Agreement term.

2. That the Consultant/Contractor understands and agrees that its failure to comply with the verification requirements as set forth herein or its failure to ensure that all employees and subconsultant/subcontractors performing work under this Agreement are legally authorized to work in the United States and the State of Florida constitute a breach of this Agreement for which the City may immediately terminate the Agreement without notice and without penalty. The Consultant/Contractor further understands and agrees that in the event of such termination, the Consultant/Contractor shall be liable to the City for any costs incurred by the City as a result of the Consultant's/Contractor's breach

Consultant/Contractor shall execute and return the Affidavit of E-Verify Requirements Compliance to City. IN WITNESS WHEREOF, the parties have made and executed this Agreement for the purposes stated above.

Yellowstone Landscape Southeast LLC
1077 Derbyshire Road
Daytona Beach FL, 32117

Consultant/Contractor Name and Address

Bryan P. Clyborne

Signature

Bryan Clyborne, Business Development Manager

Name and Title

Attachment: Exhibit H - Yellowstone Landscape Proposal (2022-R-68 : Landscape Maintenance Contract for City Buildings and Grounds)

Form **W-9**
(Rev. October 2018)
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.

Print or type. See **Specific Instructions** on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Yellowstone Landscape - Southeast LLC

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

dba Yellowstone Landscape

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

☑ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

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

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

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

3235 N. State Street, PO BOX 849

Requester's name and address (optional)

6 City, state, and ZIP code

Bunnell, FL 32110

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN,* later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

2	0	–	2	9	9	3	5	0	3

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 ▶** Chris Adcock **Date ▶** 08/01/2022

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9.*

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

Attachment: Exhibit H - Yellowstone Landscape Proposal (2022-R-68 : Landscape Maintenance Contract for City Buildings and Grounds)

YELLOWSTONE LANDSCAPE

TAB VII
Price Proposal Form

Attachment: Exhibit H - Yellowstone Landscape Proposal (2022-R-68 : Landscape Maintenance Contract for City Buildings and Grounds)

PROPOSAL PRICING FORM
RFP 22-BG-13
Landscape Maintenance Services

LOCATIONS

Facilities

1 City Hall Complex

Mowing $ 12,285.00 40 - 42 times annually
Fertilization 2,750.00 4 times annually (Optional)
Pest Control Included w/fertilization 4 times annually (Optional)
Mulching $ 2,100.00 1 time annually (Optional)

2 YMCA / B&G Club

Mowing $ 12,285.00 40 - 42 times annually
Fertilization 2,750.00 4 times annually (Optional)
Pest Control Included w/fertilization 4 times annually (Optional)
Mulching $ 3,600.00 1 time annually (Optional)

3 Station 96

Mowing $ 3,510.00 40 - 42 times annually
Fertilization 500.00 4 times annually (Optional)
Pest Control Included w/Fertilization 4 times annually (Optional)
Mulching $ 600.00 1 time annually (Optional)

4 Sica Hall

Mowing $ 5,265.00 40 - 42 times annually
Mulching $ 600.00 1 time annually (Optional)

5 City Hall Annex

Mowing $ 1,755.00 40 - 42 times annually
Mulching $ 600.00 1 time annually (Optional)

Parks

6 Riverside Park

Mowing $ 7,020.00 40 - 42 times annually
Mulching $ 4,800.00 1 time annually (Optional)

7 Sunrise Park North

Mowing $ 10,530.00 40 - 42 times annually
Mulching $ 960.00 1 time annually (Optional)

8 Sunrise Park South

Mowing $ 5,265.00 40 - 42 times annually

9 Ross Point

Attachment: Exhibit H - Yellowstone Landscape Proposal (2022-R-68 : Landscape Maintenance Contract for City Buildings and Grounds)

		Mowing $ 5,265.00	40 - 42 times annually
10	Riviera Oaks Dog Park		
		Mowing $ 14,040.00	40 - 42 times annually
		Mulching $ N/A	1 time annually (Optional)
11	Grove Avenue Park		
		Mowing $ 1,755.00	40 - 42 times annually
Stormwater			
12	Centennial Park		
		Mowing $ 10,530.00	40 - 42 times annually
13	Hallman Pond		
		Mowing $ 7,020.00	40 - 42 times annually
14	7th Street Park		
		Mowing $ 7,020.00	40 - 42 times annually
15	Shirley Heyman Park		
		Mowing $ 5,265.00	40 - 42 times annually
Community Redevelopment Agency			
16	Pictona Complex		
		Mowing $ 17,550.00	40 - 42 times annually
		Mulching $ 1,500.00	1 time annually (Optional)
		Fertilization $ 1,500.00	4 Times Annually (Optional)
		Pest Control $included with Fertiilization	4 Times Annually (Optional)
17	Vacant Land	Trimming $ 1,755.00	40-42 times annually

Please provide a detailed description of all costs associated with the process:

Bid prices must include all freight charges and delivery charges for any and all material delivered to the work sight. Prices to be per scope of services in bid and as outlined in Exhibit A and Exhibit B. Prices are to be annualized. Payments are to be made monthly.

THE ABOVE AMOUNTS INCLUDE SALARY COST, FRINGE BENEFITS, OVERHEAD, OPERATING MARGIN AND PROFIT, AND ALL DIRECT AND INDIRECT EXPENSES.

PLEASE INCLUDE ABOVE ANY OTHER POTENTIAL ADDITIONAL SERVICES THAT MAY BE REQUIRED AND ASSOCIATED COSTS.

Bryan P. Clyborne
Authorized Signature

Bryan Clyborne, Business Development Manager
Printed Name & Title

1077 Derbyshire Road
Address

Daytona Beach, FL 32117
City, State, Zip Code

Attachment: Exhibit H - Yellowstone Landscape Proposal (2022-R-68 : Landscape Maintenance Contract for City Buildings and Grounds)

Yellowstone Landscape Southeast LLC	(386)-437-6211
Company	Telephone No.
08/01/2022	BClyborne@yellowstonelandscape.com
Date	Email Address.

Attachment: Exhibit H - Yellowstone Landscape Proposal (2022-R-68 : Landscape Maintenance Contract for City Buildings and Grounds)

ADDENDUM NUMBER 1
RFP 22-BG-13
LANDSCAPE MAINTENANCE SERVICES
CITY OF HOLLY HILL

To All Plan Holders:

The following changes, clarifications and additions are hereby made part of the **RFP 22-BG-13** for the above request for **LANDSCAPE MAINTENANCE SERVICES** as fully and completely as if the same were fully set forth therein. All required forms (must be included in the submitted proposals and all bids MUST be submitted or your bid may be declared Non-Responsive.

QUESTIONS AND ANSWERS

Q1 What is the current contract amount?

A1. 121,970.

Q2 Do you have a proposed budget for the monthly landscape services as well as palm trimming, crape myrtle, and annual mulch?

A2. There is a total of $185,000 in the proposed budget for FY2022/2023 for landscaping services of City buildings and grounds

Q3 Would the City of Holly Hill be agreeable to our usage of robotic mowers on these properties?

A3. The work to be done includes edging, trimming, pest/weed control, mulching, etc. In addition, the areas are open to the public when work is performed. As such, on site staff/equipment operators will be required.

Q4 Who is the current contractor and do you have the results of the last BID and what the current contract pricing is

A4. The current contractor is ABC Express Lawn Care. Their current contract is for $121,970 annually, which reflects the current work to be performed. This is a slight increase from the original bids submitted due to an increase to the scope of work. Complete bids submitted by three contractors can be found on the Holly Hill website under the September 25, 2018 agenda at the following link: https://www.hollyhillfl.org/cityclerk/page/city-holly-hill-florida-meetings

---

Signature acknowledges receipt and understanding of this addendum.

Bryan P. Clyborne

Bryan Clyborne/Business Development Manager
Name/Title

08/01/2022
Date

Attachment: Exhibit H - Yellowstone Landscape Proposal (2022-R-68 : Landscape Maintenance Contract for City Buildings and Grounds)

ADDENDUM NUMBER 3
RFP 22-BG-13
LANDSCAPING MAINTENANCE SERVICES
CITY OF HOLLY HILL

To All Plan Holders:

The following changes, clarifications and additions are hereby made part of the **RFP 22-BG-13** for the above request for **LANDSCAPING MAINTENANCE SERVICES** as fully and completely as if the same were fully set forth therein. All required forms (must be included in the submitted proposals and all bids MUST be submitted or your bid may be declared Non-Responsive.

QUESTIONS AND ANSWERS

Q1 There is current construction occurring at 'Pictona'. Are bidders to include this currently unopened area on the proposal?

A1.Please do not include the area currently under construction at Pictona. Any landscaping maintenance at this location will be negotiated at a later date.

Bryan P. Clyborne

Signature acknowledges receipt and understanding of this addendum.

Bryan Clyborne/Business Development Manager
Name/Title

08/01/2022
Date

Attachment: Exhibit H - Yellowstone Landscape Proposal (2022-R-68 : Landscape Maintenance Contract for City Buildings and Grounds)

ADDENDUM NUMBER 4
RFP 22-BG-13
LANDSCAPING MAINTENANCE SERVICES
CITY OF HOLLY HILL

To All Plan Holders:

The following changes, clarifications and additions are hereby made part of the **RFP 22-BG-13** for the above request for **LANDSCAPING MAINTENANCE SERVICES** as fully and completely as if the same were fully set forth therein. All required forms (must be included in the submitted proposals and all bids MUST be submitted or your bid may be declared Non-Responsive.

QUESTIONS AND ANSWERS

Q1 For the landscape maintenance services bid it has mulch including in the bid is the number of cubic yards needed in the bid because if everyone doesn't plan on installing the same amount it will make a drastic difference in the cost. After being in business over 25 years mulch seems to be the one thing that will have different amounts in most bids even though they can have specs and everyone should come up with the same amount it never happens and I've not come in lowest price on several government bids from other companies shorting the yards and never heard anything from the municipal on why the number difference but they get the contract for being lowest price.

A1. Cubic yards of mulch areas will not be provided for this bid. Mulch areas are specified as pine bark kept at a depth of 3" - 4".

Bryan P. Clyborne

Signature acknowledges receipt and understanding of this addendum.

Bryan Clyborne/Business Development Manager
Name/Title

08/01/2022
Date

Attachment: Exhibit H - Yellowstone Landscape Proposal (2022-R-68 : Landscape Maintenance Contract for City Buildings and Grounds)

RFP 22-BG-13 Landscape Maintenance Services

Evaluation Meeting August 12, 2021 at 10:00 a.m.

Evaluators Name: Steven Juengst

Lowest Cost Proposal $ 150,375.00

Company Name	Bid Price	Previous Experience	Capacity	Cost Proposal	TOTAL	RANK
		15 points available	15 points available	70 points available	100 total points available	
ABC Express Lawn Care	$ 152,200.00	15	10	69.16	94.16	1
Aero Groundtek	$ 749,216.00	7	6	14.05	27.05	7
Brightview Landscape	$ 154,157.00	7	3	68.28	78.28	3
Land N Tree, LLC	$ 336,050.00	4.75	3	31.32	39.07	6
Montalvo Mejia Construction, LLC	$ 221,027.00	1	3	47.62	51.62	5
VerdeGo	$ 196,248.00	13.25	3	53.64	69.89	4
Yellowstone Landscape	$ 150,375.00	15	8.5	70.00	93.50	2

RFP 22-BG-13 Landscape Maintenance Services

Evaluation Meeting August 12, 2021 at 10:00 a.m.

Evaluators Name: Antoine Khoury

Lowest Cost Proposal $ 150,375.00

Company Name	Bid Price	Previous Experience	Capacity	Cost Proposal	TOTAL	RANK
		15 points available	15 points available	70 points available	100 total points available	
ABC Express Lawn Care	$ 152,200.00	14	14	69.16	97.16	1
Aero Groundtek	$ 749,216.00	12	13	14.05	39.05	7
Brightview Landscape	$ 154,157.00	13	12	68.28	93.28	3
Land N Tree, LLC	$ 336,050.00	12	13	31.32	56.32	6
Montalvo Mejia Construction, LLC	$ 221,027.00	12	12	47.62	71.62	4
VerdeGo	$ 196,248.00	2	10	53.64	65.64	5
Yellowstone Landscape	$ 150,375.00	13	13	70.00	96.00	2

AK 8-12-2022

RFP 22-BG-13 Landscape Maintenance Services

Evaluation Meeting August 12, 2021 at 10:00 a.m.

Evaluators Name Manny Castro

Lowest Cost Proposal $ 150,375.00

Company Name	Bid Price	Previous Experience	Capacity	Cost Proposal	TOTAL	RANK
		15 points available	15 points available	70 points available	100 total points available	
ABC Express Lawn Care	$ 152,200.00	15	15	69.16	99.16	1
Aero Groundtek	$ 749,216.00	15	15	14.05	44.05	6
Brightview Landscape	$ 154,157.00	15	14	68.28	97.28	3
Land N Tree, LLC	$ 336,050.00	5	5	31.32	41.32	7
Montalvo Mejia Construction, LLC	$ 221,027.00	5	4	47.62	56.62	5
VerdeGo	$ 196,248.00	14	5	53.64	72.64	4
Yellowstone Landscape	$ 150,375.00	15	14	70.00	99.00	2

HOLLY HILL
FLORIDA

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Resolution

MEETING DATE: **September 12, 2022**
FROM: **Antoine Khoury**
SUBJECT: **A Resolution of the City Commission of the City of Holly Hill, Florida, Approving the Recommendation of Award for the Lift Station 11 Replacement Forcemain Piping and Valve Vault Modifications, and Authorizing the City Manager to Execute a Contract with Cain Enterprises Dba Engineering Solutions International in the Amount Not to Exceed $75,222.50; Providing for Severability; and Providing for an Effective Date.**
NUMBER: **2022-R-69**
APPLICANT:
PLANNER:

DISCUSSION:

Lift Station #11 located at 440 Magnolia Avenue is in need of replacement forcemain piping and valve vault modifications. The specifications are attached under Exhibit A.

The City received the following (three) 3 bids on the replacement forcemain piping and valve vault modifications which are attached under Exhibits B, C and D.

Exhibit B - Cain Enterprises dba Engineering Solutions International (ESI) $75,222.50
Exhibit C - Danus Utilities $110,850.00
Exhibit D - US Water Services Corp $129,250.00

ESI was the low bidder with a bid totaling $72,222.50. The City has worked with ESI on projects in the past which were completed successfully.

Parker Mynchenberg & Associates found ESI's bid to be complete and responsive. Parker Mynchenberg & Associates' award recommendation letter is attached under Exhibit E.

FISCAL ANALYSIS:

This is budgeted in Fiscal Year 2021-2022 budget under ACT#407-8110-580-63-00 and project code 22-WW-07 LS#11 Rehab. .

STAFF RECOMMENDATION

Staff recommends the City Commission authorize the City Manager to execute a contract with

ESI for the piping improvements and valve vault modifications to ESI in an amount not to exceed $75,222.50.

COMMISSION GOAL:

Goal #1: Develop and maintain a sound and sustainable financial plan for the city that establishes sufficient reserves for all funds, ensures (whenever possible) that user fees pay for services rendered, provides a realistic capital improvement program, and encourages public/private sector partnerships and intergovernmental partnerships.

Goal #4: Provide proficient public health and safety services in terms of police and fire protection, water, storm water, waste water and solid waste management and disaster preparedness with a focus on intergovernmental collaboration, private sector partnerships, and utilization of technologies and proven innovations.

MOTION:

AUTHORIZE THE CITY MANAGER TO EXECUTE A CONTRACT WITH ESI FOR THE PIPING IMPROVEMENTS AND VALVE VAULT MODIFICATIONS TO LIFT STATION #11 IN AN AMOUNT NOT TO EXCEED OF $75,222.50.

ATTACHMENTS:

- Exhibit A - Bid Specifications (PDF)
- Exhibit B - Cain Enterprises Bid (PDF)
- Exhibit C - Danus Utilities Bid (PDF)
- Exhibit D - US Water Services Corp Bid (PDF)
- Exhibit E - Engineer's Award Recommendation (PDF)

Resolution No. 2022-69

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING THE RECOMMENDATION OF AWARD FOR THE LIFT STATION 11 REPLACEMENT FORCEMAIN PIPING AND VALVE VAULT MODIFICATIONS, AND AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH CAIN ENTERPRISES DBA ENGINEERING SOLUTIONS INTERNATIONAL IN THE AMOUNT NOT TO EXCEED $75,222.50; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING THE RECOMMENDATION OF AWARD FOR THE LIFT STATION 11 REPLACEMENT FORCEMAIN PIPING AND VALVE VAULT MODIFICATIONS, AND AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH CAIN ENTERPRISES DBA ENGINEERING SOLUTIONS INTERNATIONAL IN THE AMOUNT NOT TO EXCEED $75,222.50; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Lift station #11 is in need of replacement forcemain piping and valve vault modifications; and

WHEREAS, the City received three bids; and

WHEREAS, Cain Enterprises dba Engineering Solutions International submitted the low bid in the amount of $75,222.50; and

WHEREAS, the City's engineers are recommending the contract be awarded to Cain Enterprises dba Engineering Solutions International.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA:

SECTION 1. That the City Commission of the City of Holly Hill approve the recommendation of award for the Lift Station 11 replacement forcemain piping and valve vault modifications to Cain Enterprises dba Engineering Solutions International.

SECTION 2. SEVERABILITY. If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

SECTION 3. EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption.

APPROVED AND AUTHENTICATED on this 12th day of SEPTEMBER, 2022.

CITY OF HOLLY HILL, FLORIDA

LIFT STATION 11
PIPING IMPROVEMENTS

Bid # 21-WW-04

HOLLY HILL
FLORIDA

June, 2022

Prepared by:
PARKER
MYNCHENBERG
& ASSOCIATES, INC.
PROFESSIONAL ENGINEERS

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

TABLE OF CONTENTS
CITY OF HOLLY HILL
LIFT STATION 11 PIPING
IMPROVEMENTS BID NO 21-WW-04

Section	Title
	DIVISION 0 – BIDDING AND CONTRACT REQUIREMENTS
00 02 00	Invitation to Bid
00 10 00	Instruction to Bidders
00 30 00	Proposal
00 31 00	Schedule of Unit Prices
00 32 00	Statement of Bidder's Qualifications
00 33 00	Listing of Subcontractors
00 33 10	Listing of Previous Experience
00 41 00	Bid Bond
00 47 00	Sworn Statement under Section 287.133(3)(a), Florida Statutes, on Public Entity Crimes
00 48 00	Anti-Collusion Statement
00 48 50	Drug Free/Tie Preference Statement
00 48 60	Compliance with the Public Records Law
00 48 70	Request for Taxpayer Identification Number and Certification
00 48 80	Affidavit of E-Verify Requirements Compliance
00 49 00	Trench Safety Affidavit
00 50 00	Agreement
00 62 00	Certificate as to Corporate Principal
00 62 76	Application for Payment
00 65 00	Certificate of Insurance for Public Liability & Property Damage
00 66 00	Affidavit Regarding Workman's Compensation
00 66 50	Certificate of Insurance For Workman's Compensation
00 67 00	Contractor's Statement Under Oath, To Owner
00 68 00	Receipt and Release
00 69 00	Consent of Surety For Final Payment
00 70 00	Standard General Conditions of the Construction Contract
00 70 50	Release of All Claims
00 80 00	Supplementary Conditions
00 80 00A	Contractor's Standard Insurance Requirement and Indemnification Clause
00 84 00	Contractor Request for Information (RFI)
00 84 10	Notice of Award Form
00 84 20	Notice to Proceed Form
00 84 30	Change Order Form
00 84 40	Application and Certificate for Payment Form
00 84 60	Stored Materials Summary
00 84 80	Certificate of Substantial Completion
00 84 90	Contractor's Final Release of Lien

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

DIVISION 1 – GENERAL REQUIREMENTS

01 00 00 General Requirements
01 11 00 Summary of Work
01 20 00 Price and Payment Procedures
01 29 73 Schedule of Values
01 29 76 Progress Payment Procedures
01 30 00 Administrative Requirements
01 31 19 Project Meetings
01 32 16 Construction Progress Schedules
01 32 33 Photographic Documentation
01 33 23 Shop Drawings, Product Data, and Samples
01 45 29 Testing Laboratory Services
01 57 13 Temporary Erosion and Sedimentation Controls
01 60 00 Product Requirements
01 71 13 Mobilization
01 74 00 Cleaning and Waste Management
01 75 16 Start Up Procedures
01 77 00 Close Out Procedures
01 78 23 Operation and Maintenance Data
01 78 33 Bonds
01 78 36 Warranties
01 78 39 Project Record Documents

DIVISION 3 – CONCRETE

03 30 00 Cast In Place Concrete
03 60 00 Grouting

DIVISION 31 – EARTHWORK

31 22 00 Grading
31 23 00 Excavation and Fill
31 23 19 Dewatering

DIVISION 32 – EXTERIOR IMPROVEMENTS

32 92 00 Turf and Grasses

DIVISION 33 – UTILITIES

33 01 00 Operation and Maintenance of Utilities
33 01 30.09 Sanitary Sewer Bypass Pumping
33 05 05.31 Hydrostatic Testing

END OF TABLE OF CONTENTS

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

SECTION 00 02 00
INVITATION TO BID

CITY OF HOLLY HILL, FLORIDA
LIFT STATION 11 PIPING IMPROVEMENTS
BID# 21-WW-04

Notice is hereby given that the City of Holly Hill, Florida is accepting bids for:

LIFT STATION 11 PIPING IMPROVEMENTS

Sealed bids will be accepted by the City of Holly Hill, 1065 Ridgewood Avenue, Holly Hill, Florida 32117, ***until 10:00 a.m., July 19th*** at which time and place all proposals received shall be publicly opened and read aloud in the City Hall.

There will be a non-mandatory pre-bid meeting for this project ***at 10:00 a.m. July 5th.*** The meeting will be held in the Commission Chambers, located in City Hall, 1065 Ridgewood Avenue, Holly Hill, FL 32117.

Description of Work:

Replacement of the forcemain piping and valve vault modifications at Lift Station 11.

Copies of the bid documents may be obtained electronically from VendorLink at www.myvendorlink.com. Any addenda to these bid documents will be posted on the VendorLink website. It is the bidder's responsibility to confirm that all addenda have been received prior to submitting a bid for this project. All questions should be directed **in writing** to info@parkermynchenberg.com. Questions to be submitted no later than 5:00 p.m. on ***July 7th, 2022.***

All bidders are required to complete and submit the "Public Entity Crime Sworn Statement," Form #PUR 7068, as designated by Florida Statutes, Section 287.133(3)(a), with their bids.

The City of Holly Hill is not responsible for the U.S. mail or private carriers or messengers in regard to mail being delivered by the specified time so that a bid can be considered.

No bids received after the time and date specified for the opening will be considered. The City of Holly Hill, Florida reserves the right to reject any and all bids, to waive any and all non-substantial irregularity in bids reviewed, whenever such rejection or waiver is in the best interest of the City.

One (1) original, and (1) electronic copy on USB flash drive of the bid shall be addressed to City Clerk, City of Holly Hill, 1065 Ridgewood Avenue, Holly Hill, Florida 32117, in a sealed envelope plainly marked on the outside: **LIFT STATION 11 PIPING IMPROVEMENTS.**

CITY OF HOLLY HILL
VOLUSIA COUNTY, FLORIDA
s/ Joseph A. Forte
City Manager

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

SECTION 00 10 00
INSTRUCTIONS TO BIDDERS

PART 1 - GENERAL

1.01 PROJECT DESCRIPTION

A. The work of this project consists of furnishing all labor, materials, equipment, tools, transportation, services, and incidentals and performing all work necessary to construct

LIFT STATION 11 PIPING IMPROVEMENTS

Bid # 21-WW-04

All above referenced work shall be complete, in place, and ready for service in accordance with the drawings and specifications prepared therefore by Parker Mynchenberg & Associates, Inc. and entitled,

LIFT STATION 11 PIPING IMPROVEMENTS

B. The location of the project is the City of Holly Hill, Florida.

1.02 DEFINED TERMS

Terms used in the Instructions to Bidders are defined and have the meanings assigned to them in the General Conditions.

1.03 COPIES OF BIDDING DOCUMENTS

A. Only complete sets of Bidding Documents will be issued and shall be used in preparing bids. Neither the OWNER nor the ENGINEER assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets.

B. Complete sets of Bidding Documents may be obtained in the manner and at the location stated in the Invitation to Bid.

1.04 RECEIPT OF BIDS

The Place to which proposal must be delivered, the amount of Proposal Security required and the date, time and place of opening of proposals, are stated in the Invitation to Bid. The Proposal form amplifies the Advertisement in indicating the location and description of the project to be constructed and shows the approximate quantities of work to be performed and materials to be furnished, if a unit price contract, any special requirements which may vary from or are not contained in the specifications. The bid documents as listed in Paragraph 1.08, Preparation of Proposal, shall be submitted as described in Section 00 30 00-3 under Supplemental Requirements.

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

1.05 BIDDER'S QUALIFICATIONS

The Bidder will be required to show that he/she is capable of performing the work contemplated and shall furnish, if requested, in duplicate the following:

a. A sworn statement showing the equipment definitely controlled by the Bidder and available to him for performing the work;

b. A sworn statement of his/her experience in performing work of the character for which his bid is submitted; and,

c. A sworn statement showing his current assets and liabilities as of a date not more than ninety (90) days prior to the date of submission.

If the Owner approves the above required statements and the Proposal is accompanied by the specified security, the person, firm or corporation submitting such Proposal shall be considered as a qualified Bidder.

1.06 BIDDER'S RESPONSIBILITY

The Bidder is required to carefully examine the site of the project, the Proposal Form, Drawings, Specifications, Agreement Form, and all other forms pertinent to the work contemplated. It will be assumed that he has satisfied himself as to the conditions to be encountered, the character, quality, and quantities of work to be performed and materials to be furnished, and the requirements of the Contract and specifications. No allowance or concession will be made for lack of such information on the part of the Contractor.

Whenever such information concerning subsurface materials or conditions is given on the drawings, it is understood, in the absence of any qualifying notation, that it was obtained in the usual manner and the location, depths, and character of the material have been recorded in good faith. There is no expressed or implied agreement that the depths or the character of the material have been correctly indicated and Bidders should take into account the possibility that conditions affecting the cost or quantities of work to be done may differ from those indicated.

1.07 APPROXIMATE ESTIMATE OF QUANTITIES

The Bidder's attention is directed to the fact that in contracts based on unit prices the estimate of quantities of work to be done and materials to be furnished under these specifications, as shown on the Proposal Form, and in the Contract, is approximate and is given only as a basis of calculation upon which to determine the lowest Bidder. The Owner does not assume any responsibility that the quantities shall obtain strictly in the construction of the Project, nor shall the Contractor plead misunderstanding or deception because of such estimate of quantities, or of the character of the work or location, or other conditions pertaining thereto. The Owner reserves the right to increase or diminish any or all of the above mentioned quantities of work or to omit any of them, as it may deem necessary, and such increase or decrease of the quantities given for any of the items shall

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

not be considered as sufficient grounds for granting an increase in the unit prices bid, except as set forth in the General Conditions.

1.08 PREPARATION OF PROPOSAL

In preparing Proposals in the manner prescribed under Paragraph 1.14, the Proposal Form, the Bid Form (when a Bid Bond is permitted as proposal security), Certificate as to Corporate Principal, Public Entity Crimes Statement, Anti-Collusion Statement, and Drug Free/Tie Preference Statement, must be properly executed in ink .

Upon the prescribed Schedule of Unit Prices, all bid prices shall be written in ink, in both words and numerals, in the blank spaces for each item, with the amounts extended if a unit price bid and all amounts totaled. In the event of any discrepancy between the written amounts and the numerals, the written amounts shall govern and will be considered as the price bid. The sum of the Total Bid as calculated from the individual items in Section 00 31 00, Schedule of Unit Prices, shall equal the Total Price as listed in Section 00 30 00, Proposal.

Except as provided below, bids containing substitutions or combinations of alternates will not be considered unless such substitutions or combinations are specifically authorized by the Proposal.

In unit price bids, the extensions, if any, and the total are for informational purposes only, and the determination of the lowest bid will be based solely on the total results of computations of the estimated quantities and the prices bid. The Bidder shall submit a completed Schedule of Unit Prices, Section 00 31 00 with each bid. The bid may be considered non-responsive without this form.

The Bidder shall sign his/her name and give his/her business address in the spaces provided therefore. If the Proposal is made as a partnership, it shall be signed by all partners; if made by a corporation, it shall be signed in the name of the corporation by one of the officers thereof and shall have affixed the seal of the corporation.

1.09 PROPOSAL SECURITY

Each Proposal shall be accompanied by a security in the form of a certified check or, when specifically permitted, a Bid Bond, payable to the Owner, in the amount indicated in the Invitation to Bid and, in either case, with properly executed Agreement of Surety. Such proposal security of the successful Bidder shall be forfeited to the Owner as liquidated damages if the successful Bidder fails to execute and deliver the Contract in conformity with the Form of Agreement, and furnish bonds and insurance certificates as specified within ten (10) days after notification by the Owner of the acceptance of his bid, *excluding Bond review by the City Attorney*. Within three (3) days after formal opening of bids, if requested by the Contractor, the securities therefore will be returned excepting those which the Owner elects to hold until the award is made and the successful Bidder qualified and executes the Contract. Thereafter, Proposal Securities, other than that of the qualified low Bidder, will be returned at once. The security of the successful Bidder will be returned to him when the Contract is executed by both parties hereto and the Performance and Payment Bonds

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

have been recorded. If all Proposals are rejected, the securities therefore will be returned immediately after the determination of such rejection.

1.10 WITHDRAWAL OF PROPOSALS

All Bidders specifically waive any right to withdraw a Proposal after it has been submitted to the Owner, except as hereinafter provided. A Bidder may withdraw a Proposal provided the Bidder makes a request to do so by telephone, telegraph, or in writing to the Owner, and provided that such requests reach the office of the Owner not later than the day previous to the date set for opening thereof. Requests by telephone or telegraph must be confirmed in writing, by the Bidder in person, or by an accredited representative of the Bidder before the time set for the opening of the Proposals. No bids may be withdrawn for a period of NINETY (90) DAYS after the date and time designated for the opening thereof.

1.11 RIGHT TO REJECT PROPOSALS

The unqualified right is reserved by the Owner to waive any informalities in, or reject any or all Proposals as may be deemed to the best interest of the Owner. Proposals which contain any omissions, erasures, alterations, additions not called for, conditional bids, or irregularities of any kind, or Proposals otherwise regular which are not accompanied by Proposal Security, may be rejected as informal. Proposals in which the bid prices are obviously unbalanced may be rejected.

1.12 CHANGES PRIOR TO THE OPENING OF BIDS

During the period allowed for preparation of bids, the Bidders may be furnished addenda or bulletins for additions to or alterations of the Drawings or Specifications, which shall be included in the work covered by the Proposal and become a part of the Contract Documents, Bidders may submit to the Engineer a written request for an interpretation thereof. The Bidder submitting the request will be responsible for its prompt delivery. Any interpretation of the Contract Documents will be made only by addendum duly issued and a copy of such addendum will be mailed or delivered to each prospective Bidder of Record. The Owner will not be responsible for any other explanations or interpretations of the proposed Contract Documents.

1.13 LOBBYING

All firms are hereby placed on **NOTICE** that the City does not wish to be lobbied, either individually or collectively about a matter for which a firm has submitted a Qualification. Firms and their agents are not to contact members of the City Commission for such purposes as meeting or introduction, luncheons, dinners, etc. During the process, **from Proposal announcement to final Commission approval**, no firm or their agent shall contact any other employee of the City in reference to this Bid, with the exception of the Finance Director or the Engineer of record. Failure to abide by this provision may serve as grounds for disqualification for award of this contract to the firm.

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

1.14 SCOPE OF WORK

Unless otherwise provided in the Construction Specifications or the Proposal, it is the intent of the Contract Documents to prescribe a complete project which the Bidder proposes to construct, by furnishing all labor, materials, equipment, tools, necessary utilities and other facilities, and performing all work necessary to incidental to such construction, in full compliance with the Drawings, Specifications, Proposal, and Contract, and any special requirements contained therein or supplements attached thereto.

Should any construction or condition be anticipated which is not covered by these Specifications, the special requirements thereof will be stated in the Proposal, and any such special requirements shall be considered a part of these specifications as though they were fully contained herein. If any special requirements stated in the Proposal conflicts with any of the provisions of these Specifications, the former shall govern.

1.15 SUBMITTING PROPOSAL

One (1) original and (1) electronic copy on USB flash drive of the Proposal, accompanied by the Proposal Security, and all addenda, if any, and all other required supporting documentation shall be submitted in an opaque, sealed envelope, addressed to the Owner. The name of the Bidder shall appear in the upper left-hand corner of the envelope and the following notation shall appear in the lower left-hand corner.

LIFT STATION 11 PIPING IMPROVEMENTS

1.16 AWARD AND EXECUTION OF CONTRACT

When a Proposal received has been determined to be satisfactory, a Contract will be awarded to the lowest responsible Bidder within the time designated in the Contract Documents.

The Bidder to whom the award is made shall execute the Contract and return it, together with the properly executed bonds and insurance certificates, to the office of the Owner, within the time specified in Paragraph 1.09 of Section 00 10 00.

If the Contractor executes his Contract as herein provided and the Contract is not executed by the Owner within thirty (30) days after the receipt thereof from the Contractor, the Owner upon written request of the Contractor will return the Proposal Security. In such event, the award of the Contract shall be considered as annulled.

The Contract, Surety Bonds, and insurance certificates shall be executed in quintuplicate, or in as many copies as the Owner may require.

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

1.17 CANCELLATION OF AWARD

The Owner reserves the right to cancel the award of any contract at any time prior to its execution by the Owner.

1.18 SURETY BONDS Not Required On This Bid

With the execution and delivery of the Contract, the successful bidder receiving the Contract award will be required to furnish within the time specified in Paragraph 1.09 of Section 00 10 00, a Payment and Performance Bond, covering faithful and satisfactory performance of the work contracted, in an amount not less than one hundred percent (100%) of the total contract price, and a Public Construction Bond in an amount not less than one hundred percent (100%) of the Contract amount, covering payment in full for all services rendered, materials furnished and labor supplied or performed. The same Surety must execute both bonds each of which shall be in the form provided in the Contract Documents.

Should any Surety upon any Bond furnished in connection with this Contract become unacceptable or be deemed unsatisfactory to the Owner at any time, the Contractor shall upon written notice from the Owner, promptly furnish acceptable or substitute security as may be required to protect the interests of the Owners or of persons supplying services, labor and materials in the prosecution of the work under Contract. No further payment shall be deemed due or shall be made under this Contract, until the new Surety or Sureties will qualify and be accepted by the Owner.

1.19 INDEMNITY AND INSURANCE

The Contractor shall not commence work under this Contract until he has obtained all insurance required under by these Specifications and such insurance has been approved by the Owner, nor shall the Contractor allow any subcontractor to commence work on a subcontract until all similar insurance required of the subcontractor has been so obtained and approved by the Contractor.

A. Certificates. The Contractor shall submit certificates or other documentary evidences to the Owner for approval, covering Workmen's Compensation Insurance; and Public Liability and Property Damage Insurance as well as any other insurance required by the Contract Documents.

   Each certificate or other documentary evidence presented shall contain therein or have contained in a rider attached thereto and made a part thereof, a clause to the effect that the insurer will notify the insured and the Owner in writing thirty (30) days prior to the cancellation of the policy. The certificate for each policy shall be executed in quintuplicate, or in as many copies as the Owner may require.

B. Accidents and Claims. The Contractor shall be held responsible for all accidents and shall indemnify to the extent permitted by law and protect the Owner from all suits, claims and actions brought against it, and all cost or liability, including attorneys fees, to which the Owner may be put for any injury or alleged injury to the person or property of another

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

resulting from negligence or carelessness in the performance of the work, or from any improper or inferior workmanship, or from inferior materials used in the work.

C. Mutual Responsibility of Contractors. Should a Contractor in the performance of his/her Contract cause damage to any person, any property, or work of another Owner or other party to the damage, arrange for an amicable settlement thereon. It is agreed by all parties herein that such disputes shall not delay completion of the work, nor be cause for claim against the Owner. Work shall be continued by the party claiming damages at his expense, subject to such damages as may be obtained by due course of law.

D. Contractor's Liability. The status of the Contractor in the work to be performed by him/her under this Contract is that of an independent Contractor and that, as such, he shall properly safeguard against any and all injury or damage to the public, to public and private property, materials and things; and that, as such, he/she alone shall be responsible for any and all damage, loss or injury to persons or property that may arise, or be incurred, in or during the conduct or progress of said work without regard to whether or not the Contractor, his/her subcontractors, agents, or employees have been negligent; and that the Contractor shall keep the Owner free, and discharge of, and from any and all responsibility for risks or casualties of every description, for any or all damage, loss or injury to persons or property arising out of the nature of the work, from the action of the elements, or from any unforeseen or unusual difficulty, the Contractor shall assume and be liable for all blame and loss of whatsoever nature by reason of neglect or violation of any federal, state, county, or local laws, regulations or ordinances; that Contractor shall indemnify and save harmless the Owner and all its officers, agents and employees from all suits or actions at law caused by the negligence, recklessness or intentional wrongful misconduct of the Contractor and persons employed or utilized by the Contractor in the performance of the construction contract and shall, if required by the Owner, produce evidence of settlement of any such action before final payment shall be made by the Owner.

1.20 CANCELLATION OF CONTRACT

As soon as practicable after the satisfactory execution of the Contract by both parties, written notice to proceed with the work will be given to the Contractor. If such notice is not given within thirty (30) days after contract execution, and the delay is not caused by the Contractor or accepted by him/her in writing, the Contract may be declared null and void by either party.

If the Contractor incurs any expense in furtherance of the Contract prior to receipt of the Notice to Proceed, he/she does so on his own responsibility.

1.21 COMPLETION TIME AND LIQUIDATED DAMAGES

The Bidder shall understand that the time limit indicated for completion of this Contract, and the amount of liquidated damages to be charged against the Contractor shall be declared in default in accordance with the provisions of the Specifications, shall be as stated in Article II of the Form of Agreement which is a part of these Contract Documents.

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

1.22 PAYMENT OF TAXES

The Contractor will be responsible for payment of all Excise, Sales and Use Taxes, and all other taxes required by law on all materials, tools, apparatus, equipment, fixtures, and incidentals which he purchases or uses for the purpose of fulfilling the work of this Contract, and he/she shall include all amounts required for such taxes with the item prices bid in his Proposal. No additional payment will be made to cover such taxes. Each Bidder shall thoroughly familiarize himself before submitting a Proposal, with all laws requiring the payment of taxes.

1.23 PUBLIC ENTITY CRIMES INFORMATION STATEMENT

A person or affiliate who has been place on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount, provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

1.24 PROHIBITION OF GIFTS TO CITY EMPLOYEES

No organization or individual shall offer or give, either directly or indirectly, any favor, gift, loan, fee, service or other item of value to any City employee, as set forth in Chapter 112, Part III, Florida Statutes, the current City Ethics Ordinance, and City Administrative Policy. Violation of this provision may result in one or more of the following consequences: a. Prohibition by the individual, firm, and/or any employee of the firm from contact with City staff for a specified period of time; b. Prohibition by the individual and/or firm from doing business with the City for a specified period of time, including but not limited to: submitting bids, ITB, and/or quotes; and, c. immediate termination of any contract held by the individual and/or firm for cause

1.25 PROTEST PROCEDURES

Any appeal or protest to the Request for Bid shall be governed by the City of Holly Hill's Purchasing Policies and Procedures shown in Resolution 2018-30. A copy of his resolution is available by request to the City Clerk.

1.26 IMMIGRATION REFORM AND CONTROL ACT

Proposer acknowledges, and without exception or stipulation, any firm(s) receiving an award shall be fully responsible for complying with the provisions of the Immigration Reform and Control Act of 1986 as located at 8 U.S.C. 1324, et seq. and regulations relating thereto, as either may be amended. Failure by the awarded firm(s) to comply with the laws referenced herein shall constitute a breach of the award agreement and the City shall have the discretion to unilaterally terminate said agreement immediately.

END OF SECTION

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

SECTION 00 30 00
PROPOSAL

FOR

CITY OF HOLLY HILL

LIFT STATION 11 PIPING IMPROVEMENTS

Bid # 21-WW-04

(To be completed in Duplicate)

Bidder's Name:_____

Submitted: _____, 20

City of Holly Hill
City Clerk
1065 Ridgewood Avenue
Holly Hill, FL 32117

Gentlemen:

The undersigned, as Bidder, hereby declares that the only person or persons interested in the Proposal, as principal or principals, is or are named herein and that no other persons than herein mentioned has any interest in the Proposal or the Contract to which the work pertains; that this Proposal is made without connection or arrangement with any other person, company, or parties making a bid or proposal and that the Proposal is in all respects fair and made in good faith without collusion or fraud.

The Bidder further declares that he has examined the site of the work and that from personal knowledge and experience, or that he/she has made sufficient test holes and/or other subsurface investigations to fully satisfy self that such site is a correct and suitable one for this work and he/she assumes full responsibility therefore; that he/she is familiar with all legal requirements (Federal, State and local laws, ordinances, rules and regulations) pertaining to the Work; that he/she has examined the Drawings and Specifications for the work and from his/her own experience or from professional advice that the Drawings and Specifications are sufficient for the work to be done and he/she has examined the other Contract Documents and all addenda relating thereto, and that he/she has satisfied himself/herself fully, relative to all matters and conditions with respect to the work to which this Proposal pertains.

The Bidder proposes and agrees, if this Proposal is accepted, to contract with the City of Holly Hill , (Owner) in the form of contract specified, to furnish all necessary materials, equipment, machinery, tools, apparatus, transportation, and labor and to perform all work necessary to complete the Work specified in the Proposal and other Contract Documents.

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

The Bidder further proposes and agrees to comply in all respects with the time limits for commencement and completion of the Work as stated in the Contract Form.

The Bidder further agrees that the deductions for liquidated damages, as stated in the Contract Form, constitute fixed and agreed liquidated damages to reimburse the Owner for additional costs to the Owner resulting from the Work not being completed within the time limit stated in the Contract Form.

The Bidder further agrees to execute a Contract and furnish satisfactory Performance and Payment Bonds, each in the amount of one-hundred percent of the Contract price, and the required Certificates of Insurance, within ten consecutive calendar days after written notice being given by the Owner of the award of the Contract, and the undersigned agrees that in case of failure on his/her part to execute the said Contract, Performance and Payment Bonds and Insurance Certificates within ten (10) consecutive calendar days after the award of the Contract, the bid guarantee accompanying his/her bid and the money payable thereon shall be paid to the Owner as liquidation of damages sustained by the Owner; otherwise, the bid guarantee shall be returned to the undersigned within fifteen days after the Contract is signed and the Performance and Payment Bonds and Insurance Certificates are filed.

The undersigned agrees to accept as full compensation for completion of the project in full compliance with the Contract Documents, the unit prices for the items named in Section 00 31 00, Schedule of Unit Prices, submitted herein with this Proposal.

The undersigned offers to furnish all materials, equipment and labor for construction of

LIFT STATION 11 PIPING IMPROVEMENTS

for the City of Holly Hill, Florida, complete in every respect in strict accordance with the drawings, specifications and any future changes therein. The Contractor shall perform these obligations for the prices listed in the "Schedule of Unit Prices: Section 00 31 00" attached and made a part of this Bid. **The bid total is:**

_____

(In Words)

Dollars $_____(In Figures)

COMPLETION TIME OF CONTRACT

The Contractor agrees that the work shall be started not later than the date indicated in the Notice to Proceed and that the total work shall be substantially completed within **60 days** and final completion within **30 days** of substantial completion**.**

The Contractor further agrees that for each calendar day, with the exception of Sundays and legal holidays that any work shall remain uncompleted after the stations completion times stipulated

above the sum of **$500.00 (Five Hundred Dollars)** per day shall be deducted from monies due the contractor, not as a penalty, but as liquidated damages. If the Contractor is declared in default in accordance with the provisions of the Specifications, liquidated damages shall be charged as provided herein, and such amounts shall be deducted from the final amount payable to the Contractor or his/her Surety. Should the total amount chargeable as liquidated damages exceed the amount due or payable to the Contractor or his/her Surety, then such excess shall be paid to the Owner by the Contractor or his/her Surety.

SUPPLEMENTAL REQUIREMENTS

The following documents are attached to and made a condition of this bid:

Schedule of Unit Prices: Section 00 31 00
Statement of Bidder's Qualifications: Section 00 32 00
Listing of Subcontractors: Section 00 33 00
Listing of Previous Experience: Section 00 33 10
Bid Bond: Section 00 41 00
Public Entity Crimes Statement: Section 00 47 00
Anti-Collusion Statement: Section 00 48 00
Drug Free/Tie Preference Statement: Section 00 48 50
Compliance with the Public Records Law: Section 00 48 60
W9 Request for Taxpayer Identification Number and Certification: Section 00 48 70
Affidavit of E-Verify Requirements Compliance: Section 00 48 80
Trench Safety Affidavit: Section 00 49 00
Certificate as to Corporate Principal: Section 00 62 00
City of Holly Hill Insurance Requirements: Section 00 80 00A

REQUIRED DISCLOSURE

At its sole discretion, the City of Holly Hill, Florida may reject any bidder the City finds to lack, or whose present or former executive employees, officers, directors, stockholders, partners or owners are found by the City to lack honesty, integrity, or moral responsibility. The discretion of the City may be exercised based on the City's own investigation, public records, or any other reliable sources of information. By submitting a bid, bidder recognizes and accepts that the City may reject the bid based upon the exercise of its sole discretion and bidder waives any claim it might have for damages or other relief resulting from the rejection of its bid based on these grounds.

SCHEDULE OF MAJOR MANUFACTURERS AND SUPPLIERS

The equipment manufacturers/suppliers on this project shall be as delineated in the following schedule. Bidders should note that the Owner and Engineer have made rigorous investigations of equipment performance and features, and as a result, Bidders are to note that the contract price for this project shall be based on Base Bid equipment. The Base Bid equipment for this project falls under one of two categories. The first category is equipment that the Owner and Engineer have determined will be supplied by a sole source of supply, for which no substitutions or alternates will be entertained or allowed. Bidder is advised that offering of any alternatives to the sole source supplied equipment will be grounds for rejection of his bid as not responsive. The second category

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

of equipment includes those items where the Owner and Engineer deem there to be more than one acceptable supplier of the particular item listed. The equipment which falls under these two categories is a shown on the subsequent pages of this Schedule of Major Manufacturers and Suppliers. Bidder is advised that the award of this Contract will be based solely on the use of Base Bid equipment.

The following comments relate only to the second category of equipment, where the Contract Documents are based upon the equipment or products available from the suppliers denoted as A, B, C, etc. below. These equipment manufacturers, along with the sole source suppliers constitute the Base Bid.

Provision is made in the Contract Documents for alternate manufacturers and suppliers whose equipment or product may be deemed equivalent in quality (see General Conditions). However, the Bidder must indicate in his Bid which Base Bid supplier he intends to use for each item of equipment listed by circling one of the listed manufacturers/suppliers. If the Bidder fails to indicate which listed manufacturer/supplier he intends to use if an alternate is rejected, he must use the supplier listed as "A". Also, if the Bidder circles more than one listed supplier, he must use the first supplier circled (unless an alternate is approved).

If the Bidder desires to propose one or more alternate manufacturers/suppliers, he may write in the name of such alternates in the spaces provided on the Alternate Manufactures/Suppliers page following the schedule. He must, nevertheless, also circle one of the listed manufacturers/suppliers because Bidders' Bid price must be based upon this Base Bid list. Wherever an alternate supplier is proposed, the Bidder must insert the amount to be deducted from the Contract Price (either lump sum or unit price) if the alternate supplier is eventually approved. If the proposed alternate supplier is determined "not equivalent" by the Engineer, the Bidder must use the circled supplier.

For any alternate supplier accepted by the Owner, the Contract Price will be reduced by the deductive amount stated in the Bid. However, the Contract Price will not be adjusted for any alternate supplier rejected.

Each proposed alternate will be evaluated in accordance with the General Conditions.

The deductive amount specified for alternate manufacturers/suppliers will not be used in determining the successful Bidder. Alternates will be considered only after award of the contract.

The Contractor shall reimburse the Owner for any costs directly attributable to the change in suppliers, such as additional field trips for the Engineer, additional redesign costs, additional review and inspection costs, etc.

The Owner may request and the Bidder shall supply complete information on proposed alternates prior to the Notice of Award.

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

SCHEDULE OF MAJOR MANUFACTURERS
AND SUPPLIERS

Category I - Sole Source Equipment Items:

Item No.	Spec. No.	Equipment/Material	Manufacturer or Supplier

Category II - Major Equipment Items:

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

ALTERNATE MANUFACTURERS/SUPPLIERS

EQUIPMENT ITEM MATERIAL	SPEC. SECTION	ALTERNATIVE MANUFACTURER / SUPPLIER (LIST ONE ONLY)	DEDUCTIBLE AMOUNT (indicate whether lump sum or unit price) ALTERNATE
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

Name (signature) Date

Name (typed and printed)

Title

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

ACKNOWLEDGMENT OF ADDENDA

Addenda will be issued via email and it is the Bidder's responsibility to confirm that all addenda have been received prior to submitting a bid for the project. Acknowledgment is hereby made of the following Addenda received since issuance of Drawings and Specifications:

Addendum No. _____ Dated: _____ Addendum No. _____ Dated:
Addendum No. _____ Dated: _____ Addendum No. _____ Dated:
Addendum No. _____ Dated: _____ Addendum No. _____ Dated:

Attached hereto is a cashier's check on the _____ Bank of

_____ or Bid Bond for the sum of

_____Dollars (_____),

made payable to _____(Owner).

_____
(Name of Bidder) (Affix Seal)

_____
(Signature of Officer)

_____
(Title of Officer)

_____
Name of Bidder

_____
Address

_____
City/State/Zip

_____
Telephone

_____
Contractor's Florida License Number

The full names and residences of persons and firms interested in the foregoing bid, as principals, are as follows:

_____

_____

_____

_____

END OF SECTION

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

SECTION 00 31 00
SCHEDULE OF UNIT PRICES

CITY OF HOLLY HILL
LIFT STATION 11 PIPING IMPROVEMENTS
BID# 21-WW-04

ITEM NO.	*DESCRIPTION*	*QTY*	*UNIT*	*UNIT COST*	*TOTAL*
1	Preconstruction Video	1	LS		
2	Bypass Pumping	1	LS		
3	Complete Valve Vault and Force Main Piping	1	LS		
4	Tie-Ins				
	a) Tie-In to Existing Force Main	1	LS		
5	DIP Fittings Add or Delete	100	LBS		
6	Existing Force Main Removal	1	LS		
7	Permits and Allowances	1	LS	$1,000.00	
8	As-Built Plans	1	LS		
9	MOT	1	LS		
10	Restoration	1	LS		
				BID TOTAL	

Submitted by: _____
Contractor: _____
Address: _____
Telephone: _____ Fax: _____
State of Florida Certified General Contractor or Underground Contractor (Required Information)
Licensee: _____ License No: _____

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

SECTION 00 32 00

STATEMENT OF BIDDER'S QUALIFICATIONS

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The bidder may submit any additional information he desires.

A. Name of bidder.

B. Permanent main office address.

C. When organized.

D. If a corporation, where incorporated.

E. How many years have you been engaged in the contracting business under your present firm or trade name?

F. Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion.)

G. General character of work performed by your company.

H.(1) Have you ever failed to complete any work awarded to you? If so, where and why?

H.(2) Provide list of any lawsuits or judgments filed by or against your company in the last three years, indicating the nature and outcome.

I. Have you ever defaulted on a contract? If so, where and why?

J. List the more important projects recently completed by your company, stating the approximate cost for each and the month and year completed.

K. List your major equipment _____.

L. Experience in construction work similar in type to this project.

M. Background and experience of the principal members of your organization, including the officers.

N. Credit available: $_____

O. Give bank reference: _____

P. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the Owner?

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

Q. The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the Owner in verification of the recitals comprising this Statement of Bidder's Qualifications.

Dated at _____ this _____ day of _____, 20____.

_____
Name of Bidder

By: _____
Title

State of _____

County of _____

_____ being duly sworn deposes and says that

he is the _____ of_____ and that

the answers to the _____ foregoing questions
Name of Organization

and all statements therein contained are true and correct.

Subscribed and sworn to before me this _____ day of _____, 20____.

_____
Notary Public

_____
Notary Public (Print or Type)

My commission expires: _____

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

SECTION 00 33 00
LISTING OF SUBCONTRACTORS

The Bidder proposes that the following subcontractors are qualified to perform the referenced work and have successfully done so on recent projects similar in nature and size. Upon approval of subcontractors listed the successful bidder shall not substitute subcontractors without approval from the Engineer. Bidder shall attach additional sheets as necessary.

SUBCONTRACTOR	COMPANY NAME	REFERENCES
		1) **2)** **3)**
		1) **2)** **3)**
		1) **2)** **3)**
		1) **2)** **3)**

END OF SECTION

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

SECTION 00 33 10
LISTING OF PREVIOUS EXPERIENCE

The bidder proposes that he/she is qualified to perform the referenced work and has successfully done so on recent projects similar in nature and size. A minimum of three (3) projects must be listed below. The Owner reserves the right to check references and confirm information provided herein.

NO.	PROJECT	OWNER	DESCRIPTION/COST	REFERENCE	DATE WORK STARTED & FINISHED MM/YR TO MM/YR
1					
2					
3					

END OF SECTION

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

SECTION 00 41 00
BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, _____ as Principal and _____ of the City of _____State of _____, a corporation existing under the laws of the State of Florida, as Surety, are held and firmly bound unto the _____ hereinafter called the Owner, in the sum of _____Dollars ($_____) lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

The condition of this obligation is such that whereas the Principal has submitted the accompanying Proposal or Bid, for the construction of:

LIFT STATION 11 PIPING IMPROVEMENTS

NOW, THEREFORE, if the Principal shall not withdraw said Bid within ninety (90) days after the opening of the same and in the event of the acceptance of his proposal by the Owner, shall, within the period specified therefore, enter into a written contract with the Owner in accordance with the Bid as accepted, and give bond with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such contract, or in the event of the withdrawal of said Bid within the period specified, of the failure to enter into such contract and give bonds within the time specified, if the Principal shall pay the Owner the difference between the amount specified in said Bid and the amount for which the Owner may procure the required work, if the latter amount be in excess of the former, then the above obligation shall be void and of no effect, otherwise to remain in full force and virtue.

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their several seals this _____ day of _____, 20__, the name and corporate seal of each corporate body being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

_____(Seal)

IN PRESENCE OF:

_____ _____(Seal)

_____ _____(Seal)

Individual or Partner

Witness

_____

_____

Address

_____

Corporate Principal

ATTEST:

_____ _____

President AFFIX
CORPORATE SEAL

_____

_____

Address

By_____

AFFIX
CORPORATE SEAL

_____

Corporate Surety

ATTEST:

_____ _____

Title

END OF SECTION

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

SECTION 00 47 00

SWORN STATEMENT UNDER SECTION 287.133(3)(a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES:

This sworn statement is submitted with Bid, Proposal **or** Contract No. _____ for _____.

This sworn statement is submitted by _____whose business address is _____and (if applicable) its Federal Employer Identification Number (FEIN) is_____. (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)

My name is _____ any my relationship to the entity named above is _____.

I understand that a "public entity crime" as defined in Paragraph 287.133(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.

I understand that "convicted" or "conviction" as defined in Paragraph 287.133(i)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contenders.

I understand that an "affiliate" as defined in Paragraph **287.133(l)(a),** Florida Statutes, means:

1. A predecessor or successor of a person convicted of a public entity crime: or

2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie that one person controls another person. A person who knowingly enters into a joint venture with a

person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

I understand that a "person" as defined in Paragraph 287.133(i)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies).

____ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (Please indicate which additional statement applies.)

____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order).

(Signature) _____ Date:_____

State of _____County of_____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, _____ who, after first being sworn by me, affixed his/her signature in the space provided above on this _____day of_____, 20__.

_____

Notary Public

My Commission Expires:

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

SECTION 00 48 00
ANTI-COLLUSION STATEMENT

By signing this form, the bidder agrees that this is made without any other understanding, agreement, or connection with any person, corporation, or firm submitting a proposal for the same purpose and that the proposal is in all respects fair and without collusion or fraud.

SIGN in ink in the space provided below. Unsigned bids will be considered incomplete, and will be disqualified, and rejected.

IT IS AGREED BY THE UNDERSIGNED BIDDER THAT THE SIGNING AND DELIVERY OF THE BID REPRESENTS THE BIDDER'S ACCEPTANCE OF THE TERMS AND CONDITIONS OF THE FORGOING SPECIFICATIONS, CONTRACT AND PROVISIONS, AND IF AWARDED, THIS CONTRACT WILL REPRESENT THE AGREEMENT BETWEEN EACH OF THE GOVERNMENTAL PARTIES.

NAME OF FIRM: _____

SIGNED BY: _____
(MUST BE SIGNED BY A COMPANY OFFICER OR AUTHORIZED AGENT)

TITLE: _____

ADDRESS: _____

CITY AND STATE: _____

TELEPHONE: _____

COMPLETION TIME: _____

NO proposals will be withdrawn for a period of ninety (90) days subsequent to the opening of the proposals, without the consent of the City of Holly Hill.

NO BID (REASON) _____

_____

_____

END OF SECTION

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

SECTION 00 48 50
DRUG FREE/TIE PREFERENCE STATEMENT

In the event of a tie bid a preference is given to vendors submitting a certification with their bid/proposal certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. This requirement affects all public entities of the State and becomes effective January 1, 1991. The special conditions are as follow:

IDENTICAL TIE BIDS - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction or, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfaction 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 this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

_____

VENDOR'S SIGNATURE

END OF SECTION

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

SECTION 00 48 60

COMPLIANCE WITH THE PUBLIC RECORDS LAW

Project Number: ITB # 21-WW-04

Upon award recommendation or ten (10) days after opening, submittals 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. The submission of a proposal authorizes release of your firm's credit data to the CITY.

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 in a separate envelope marked accordingly.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT

Valerie Manning, City Clerk
386-248-9441
vmanning@hollyhillfl.org
1065 Ridgewood Ave
Holly Hill, FL 32117

A provision that requires the contractor to comply with public records laws, specifically to:

1. Keep and maintain public records required by the public agency to perform the service.
2. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

By submitting a response to this solicitation, the company agrees to defend the CITY in the event we are forced to litigate the public records status of the company's documents.

Company Name: _____

Authorized representative (printed): _____

Authorized representative (signature): _____

Date: _____

END OF SECTION

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

Form **W-9**
(Rev. October 2007)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

Print or type See **Specific Instructions** on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership
☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ► .....
☐ Other (see instructions) ►

☐ Exempt payee

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

Requester's name and address (optional)

City, state, and ZIP code

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 your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

or

Employer identification number

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).

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 on page 4.

Sign Here **Signature of U.S. person** ► **Date** ►

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

SECTION 00 48 80

Affidavit of E-Verify Requirements Compliance

ITB 21-WW-04 Lift Station 11 Piping Improvements

The Consultant/Contractor agrees to comply with Section 448.093, Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 448.093, Florida Statutes.

1. The Consultant/Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Consultant/Contractor during the term of the Agreement and shall expressly require any subcontractors performing work or providing services pursuant to the Agreement to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subconsultant/subcontractor during the Agreement term.

2. That the Consultant/Contractor understands and agrees that its failure to comply with the verification requirements as set forth herein or its failure to ensure that all employees and subconsultant/subcontractors performing work under this Agreement are legally authorized to work in the United States and the State of Florida constitute a breach of this Agreement for which the City may immediately terminate the Agreement without notice and without penalty. The Consultant/Contractor further understands and agrees that in the event of such termination, the Consultant/Contractor shall be liable to the City for any costs incurred by the City as a result of the Consultant's/Contractor's breach

Consultant/Contractor shall execute and return the Affidavit of E-Verify Requirements Compliance to City. IN WITNESS WHEREOF, the parties have made and executed this Agreement for the purposes stated above.

_____ _____

Consultant/Contractor Name and Address

Signature

_____

Name and Title

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

SECTION 00 49 00
TRENCH SAFETY AFFIDAVIT

Trench excavations on this Project are expected to be in excess of 5 feet deep. The Occupational Safety and Health Administration excavation safety standards, 29 CFR 1926.650 Subpart P trench safety standards will be in effect during the period of construction of the Project.

Bidder acknowledges that included in the Bid Price are costs for complying with the Florida Trench Safety Act (90-096, Laws of FL) effective October 1, 1990, and hereby gives assurance that, if awarded the Contract, the Contractor or Subcontractor performing trench excavation work on the Project will comply with the applicable trench safety standards. The Bidder further identifies the costs as follows:

Trench Safety Item (Description)	Cost
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

_____
(Cost in Words)

TOTAL $ _____

FAILURE TO COMPLETE THE ABOVE SHALL RESULT IN THE BID BEING DECLARED NON-RESPONSIVE

COMPANY NAME: _____

DATE: _____ BY: _____

(Additional sheets shall be attached, as needed and, items shall be organized to correspond with the bid format)

SECTION 00 50 00

AGREEMENT

THIS AGREEMENT, entered into this _____ day of _____, 20__, by the City of Holly Hill, Florida, hereinafter called the OWNER, Party of the First Part, and a CORPORATION known as _____organized and existing under the laws of the State of_____; PARTNERSHIP known as_____ consisting of the following members:_____ an INDIVIDUAL _____ trading as _____ of _____ City _____ State of _____ Zip Code _____, hereinafter called the CONTRACTOR, Party of the Second Part.

WITNESSETH: That the parties hereto do mutually agree as follows:

ARTICLE I.

A. The Contractor agrees to furnish all labor, materials, equipment for:

Replacement of the forcemain piping and valve vault modifications at Lift Station 11.

LIFT STATION 11 PIPING IMPROVEMENTS

herein called for, in strict accordance with the Drawings and Specifications prepared by Parker Mynchenberg & Associates, Inc., Engineers, which Contract include, but is not limited to, the following Contract Documents:

a. Invitation
b. Instructions
c. Proposal
d. This Agreement
e. Performance Bond
f. Labor and Material Payment Bond
g. Insurance
h. Specifications
i. Addenda (if any)
j. Drawings

ARTICLE II.

A. The Contractor agrees that the work shall be started not later than the date indicated in the Notice to Proceed and that all work shall be completed within **60 days with an additional 30 days for final completion**.

B. The Contractor further agrees that for each calendar day, with the exception of Sundays and legal holidays, which any work shall remain uncompleted after the stations completion times stipulated above, the sum of **$500 (Five Hundred DOLLARS)** shall be deducted from monies due the Contractor, not as a penalty, but as liquidated damages. If the Contractor is declared in default in accordance with the provisions of the Specifications, liquidated damages shall be charged as provided herein, and such amounts shall be deducted from the final amount payable to the Contractor or his Surety. Should the total

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

amount chargeable as liquidated damages exceed the amount due or payable to the Contractor or his Surety, then such excess shall be paid to the Owner by the Contractor or his Surety.

ARTICLE III.

A. The Contractor shall receive and accept the compensation for the performance of the Contract (subject to additions or deductions noted therein) in accordance with the prices stipulated in the Proposal, and in the manner provided in Article IV for the Contract Price of $_____ and for additions or revisions approved in Change Orders at Unit Prices.

ARTICLE IV.

A. Payment to the Contractor shall be made as follows:

1. Not later than the fifteenth (15th) day of each calendar month, the Owner will make a partial payment to the Contractor on the basis of a duly certified and approved estimate by the Engineer of the work performed during the preceding calendar month under this Contract, and (at the option of the City) an amount equal to 90% of materials and equipment not incorporated in the work but delivered and suitably stored. When payment to the Contractor is made for stored materials and equipment, Contractor shall submit invoices marked paid by the supplier with the next month's request for payment to document that Contractor has paid for said materials and equipment or the previously paid amount for stored materials shall be deducted from any remaining payment(s) for any stored materials not so properly documented. To insure the proper performance of this Contract, the Owner will retain ten percent (10%) of the amount of each estimate until the work is fifty percent (50%) complete.

2. When work is fifty percent (50%) complete, the Owner may allow the reduction of the withholding to five percent (5%) of the dollar value of all work satisfactorily completed to date, provided that the Contractor is making satisfactory progress and there is no specific cause for greater withholding.

3. Upon completion of the entire work under Contract, the Engineer shall make a final inspection and certify such completion to the Owner. Upon approval of the completion certificate by the Owner, the Owner shall notify the Contractor and the Surety of the satisfactory completion of the work and except as otherwise provided in the Specifications, final payment therefore shall be made to the Contractor within thirty (30) days after written acceptance by the Contractor of the final certificate computation.

ARTICLE V.

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

A. The Contract shall not sublet, sell, transfer, assign, or otherwise dispose of the Contract or any portion thereof, or his right, title or interest therein, without written consent of the Owner.

ARTICLE VI.

A. The work shall be subject at all times to the supervision of the Engineer and his authorized assistants. The Engineer shall decide all questions which may arise relative to the Drawings, Specifications, and the performance of the work. Any doubt concerning the meaning of the Specifications and the Drawings, or any ambiguity or obscurity as to wording or intent of them shall be decided by the Engineer, and such decisions shall be binding upon both parties hereto, and shall not be subject to arbitration.

ARTICLE VII.

A. The Contractor shall guarantee his work and shall remedy, without cost to the Owner, any defects which may develop therein during a period of one (1) year from the date of the Owner's approval of the Completion Certificate issued by the Engineer.

ARTICLE VIII.

A. In the event of conflict between any of the Contract Documents, the provisions of this Agreement shall govern.

IN WITNESS WHEREOF, the Parties hereto have signed this Contract in quintuplicate the day and year first above written.

ATTEST: CITY OF HOLLY HILL, FLORIDA

_____ By_____

Valerie Manning Joseph A. Forte

Title City Clerk Title City Manager

_____

WITNESS: CONTRACTOR

_____ By_____

END OF SECTION

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

SECTION 00 62 00
CERTIFICATE AS TO CORPORATE PRINCIPAL

I,_____, certify that I am the _____ of the corporation named as Principal in the within Bid Bond; that _____ who signed the said Bid Bond on behalf of the Principal was then_____ of said corporation; that I know his signature, and his signature thereto is genuine; and that said Bid Bond was duly signed, sealed and attested for in behalf of said corporation by authority of its governing body.

AFFIX CORPORATE SEAL

END OF SECTION

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

SECTION 00 62 76
APPLICATION FOR PAYMENT

PART I - GENERAL

1.01 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 on Section 00 84 40 as the official pay request form.

B. Related Requirements Described Elsewhere:

1. Agreement: Section 00 50 00.
2. Section 01 32 16: Construction Progress Schedules
3. Section 01 29 73: Schedule of Values
4. Section 01 32 33: Photographic Documentation
5. Section 01 78 39: Project Record Documents
6. Section 00 84 40: Application and Certificate for Payment Form
7. Section 01 77 00: Closeout Procedures
8. Section 00 84 90: Final Release of Lien

1.02 FORMAT REQUIRED

A. Submit applications typed on the form provided in Division 0, Section 00 84 40: Application and Certificate for Payment Form, with itemized data typed on 8-1/2 inch x 11 inch or white paper continuation sheets.

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 schedule of values, approved and accepted by the Engineer as a basis for preparation of the Application for Payment Form.

1.03 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 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.

1.04 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:

5. Item number and identification as shown on application.

6. Description of specific material.

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

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 in accordance with Section 01 78 39: Project Record Documents. 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 with the requirements of Section 01 32 16: Construction Progress Schedules.

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 Section 01 32 33: Photographic Documentation.

1.05 PREPARATION OF APPLICATION FOR FINAL PAYMENT

A. Fill in application form as specified for progress payments. Provide information as required by the General Conditions and Section 01 77 00: Closeout Procedures

B. Furnish evidence of completed operations and insurance in accordance with the General Conditions.

C. Provide Contractor's Final Release of Lien (Section 00 84 90) and other close-out submittals as required by the General Conditions.

1.06 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 percents complete with the Engineer and resolve any conflict or discrepancies.

B. Application for payments 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, he will execute the Certificate for Payment and transmit the forms to the Owner, with a copy to the Contractor.

PART II - PRODUCTS (NOT USED)

PART III - EXECUTION (NOT USED)

END OF SECTION

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

Return Recorded Document to:
City Clerk
1065 Ridgewood Avenue
Holly Hill, FL 32117

LIFT STATION 11 PIPING IMPROVEMENTS

Name of Project
City Project No. **21-WW-04**
Bond No. _____

Space Reserved for Recording Data

COMBINATION PAYMENT AND PERFORMANCE BOND FOR PUBLIC CONSTRUCTION

per Section 255.05, Florida Statutes (2010)
Guaranty for Construction of Public Improvements

BY THIS BOND, We, _____, as Principal, and _____ _____, a corporation, as Surety, are bound to **CITY OF HOLLY HILL, FLORIDA**, a municipal corporation, herein called Owner or sometimes referred to as "City," in the sum of _____ and /100 Dollars ($_____), for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the terms of that certain Contract having an effective date of _____, entered into by and between the Principal and the City, hereinafter sometimes referred to as the Contract, entered into between Principal and Owner for construction of improvements reflected on the plans approved by the City Council, as prepared by Kevin A. Lee, P.E., Florida Registration No. 71501, of the engineering firm Parker Mynchenberg & Associates, Inc., the "Contract," being made a part of this bond by reference, at the times and in the manner prescribed in the Contract; and

2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the Contract (the "Work"); and

3. Pays Owner all losses, damages, delay damages (including contractually authorized liquidated damages), expenses, costs, and attorney's fees, including appellate proceedings, that Owner sustains because of a breach or material breach by Principal under the Contract Documents; and

4. Performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract, then this bond is void; otherwise it remains in full force.

Notice of Nonpayment and Time Limitations

Pursuant to Florida Statutes Section 255.05, as amended from time to time, a claimant, except a laborer, who is not in privity with the Principal, shall, before commencing or not later than forty-five (45) days after commencing to furnish labor, materials, or supplies for the prosecution of the Work, furnish the Principal with a notice that he or she intends to look to this bond for protection. A claimant who is not in privity with the Principal and who has not received payment for his or her labor, materials, or supplies shall deliver to the Principal and to the Surety written notice of the performance of the labor or delivery of the materials or supplies and of the nonpayment. The notice of nonpayment may be served at any time during the progress of the Work or thereafter but not before forty-five (45) days after the first furnishing of labor, services, or materials by the claimant or,

Capital Project
11/8/2010 - LL

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

with respect to rental equipment, not later than ninety (90) days after the date that the rental equipment was last on the job site available for use. No action for the labor, materials, or supplies may be instituted against the Principal or the Surety unless both notices have been given. Notices required or permitted under this section may be served in accordance with Section 713.18, Florida Statutes. An action, except for an action exclusively for recovery of retainage, must be instituted against the Principal or the Surety on this bond within one (1) year after the performance of the labor or completion of delivery of the materials or supplies. An action exclusively for recovery of retainage must be instituted against the Principal or the Surety within one (1) year after the performance of the labor or completion of delivery of the materials or supplies, or within ninety (90) days after receipt of final payment (or the payment estimate containing the Owner's final reconciliation of quantities if no further payment is earned and due as a result of deductive adjustments) by the Principal or Surety, whichever comes last.

Any changes in or under the contract documents and compliance or noncompliance with any formalities connected with the contract or the changes does not affect Surety's obligation under this bond.

IN WITNESS WHEREOF, this performance and payment bond is executed in duplicate originals, each of which shall be deemed an original, this _____, day of _____, 20____.

_____
(Name of Principal)

Attest:

_____ By:_____
(As to Corporate Principal) Secretary

Name/Title:_____

_____
(Witness to Principal) (*Corporate Seal*)

_____
(Surety)

_____ By:_____
(Witness to Surety)

(Attorney-In-Fact)

(*Corporate Seal*)

NOTE: Date of BOND must not be prior to date of Contract. If Developer/Principal is Partnership, all partners should execute BOND. All BONDS signed by an agent must be accompanied by a certified copy of the authority to act.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Florida.

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

SECTION 00 65 00
CERTIFICATE OF INSURANCE
FOR
PUBLIC LIABILITY AND PROPERTY DAMAGE

This is to certify _____ Company has issued to _____, of the City of _____, State of _____, the following policy or policies; Public Liability Policy No. _____ effective on _____, 20___, limits_____, Property Damage Policy No. _____ effective on _____, 20__, and expiring on _____, 20___, limits _____.

If at any time this coverage is to be canceled, the undersigned will notify the insured and _____, in writing thirty (30) days prior to cancellation of the policy.

_____

(This certificate must be made by a duly authorized official of the Insurance Company carrying the risk, or a separate certificate of similar context executed on Insurance Company's Standard Form may be attached hereto.)

END OF SECTION

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

SECTION 00 66 00
AFFIDAVIT REGARDING WORKMEN'S COMPENSATION

State of _____

County of _____

_____being duly sworn according to law, deposes and says (it, he, they) ha___ accepted the Workmen's Compensation laws of the State of Florida, with its supplements and amendments and has insured (its, his, their) liability there under in accordance with the terms of said Laws with the _____Company, under the terms of Policy No. _____ for a period from _____, 20 to _____, 20 __.

WITNESS:

_____

CONTRACTOR:

_____

By_____

Title_____

Sworn to and subscribed before me this ____ day of _____, 20___.

_____
Notary Public

_____
Notary Public (Print or Type)

My Commission Expires:_____

END OF SECTION

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

SECTION 00 66 50
CERTIFICATE OF INSURANCE
FOR
WORKMEN'S COMPENSATION

This is to certify that _____, Company has issued to _____, of the City of_____, State of , the following policy or policies: Workmen's Compensation and Employer's Liability Policy No. effective on _____, 20 _____.

re _____ Policy No. _____

effective on_____, 20_____ and expiring on _____, 20

re _____limits _____.

If at any time this coverage is to be canceled, the undersigned will notify the insured and the _____in writing thirty (30) days prior to cancellation of policy.

_____

(This certificate must be made by a duly authorized official of the Insurance Company carrying the risk, or a separate certificate of similar context executed on Insurance Company's Standard Form may be attached hereto.)

END OF SECTION

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

SECTION 00 67 00
CONTRACTOR'S STATEMENT UNDER OATH, TO OWNER

To: _____

_____

The undersigned as Contractor has heretofore, on the ___ day of _____, 20 __, has been awarded a Contract by you, as Owner, to furnish all the materials and labor in the construction of a project entitled: _____
for the Contract Price of _____ in accordance with plans and specifications therefore as prepared by Parker Mynchenberg & Associates, Inc., 1729 Ridgewood Ave., Holly Hill, FL 32117.

Said project has been completed and the Contract and Plans therefore fully complied with and all of the Contract Price has been paid by you, except the Final Payment thereon, which is now due, but is being withheld until a sworn statement is furnished, as required by _____ showing whether there are any unpaid and outstanding bills in connection with said Project.

The undersigned hereby certified, under oath, that all lienors contracting directly with or directly employed by the undersigned, on said Contract, have been paid in full, and further certifies, under oath, that there are no outstanding or unpaid bills for labor performed, or materials furnished in connection with said work or improvements.

Dated at _____ this ___ day of _____, 20___.

By_____
Contractor

Title_____

State of _____

County of _____

Sworn to and subscribed before me this _____ day of _____, 20 _____.

_____
Notary Public

My Commission Expires: _____

END OF SECTION

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

SECTION 00 68 00
RECEIPT AND RELEASE

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned_____ of _____ was heretofore, on _____, 20 ___, award a Contract by _____ for the Contract Price of to furnish all the materials and labor in the construction of a project entitled:

LIFT STATION 11 PIPING IMPROVEMENTS

in accordance with the plans and specifications therefore, as prepared by Parker Mynchenberg & Associates, Inc., Engineers, and the undersigned has completed said work and fully complied with said Contract and has heretofore received the sum of $_____ as payment thereon.

That the undersigned has this date received from _____ the sum of $_____, representing the full balance due _____, as Contractor, under the terms of said Contract, and certified that said Contract has been fully performed in accordance with the terms thereof, and that _____has paid in full all persons furnishing labor and/or materials in connection therewith, including all subcontractors and suppliers, and that there are no unpaid bills for labor performed or materials furnished in connection with said work or improvements.

That the undersigned, for value received, does hereby forever release and discharge the said _____ as described in the said Contract, from any and all liens, claims or demands whatsoever that _____ has or may have for work performed or materials furnished thereon by any subcontractor or supplier and that will hold harmless the _____from any and all loss and liability arising or to arise by reason of any unpaid bills for labor performed or materials furnished on said project in connection with said work or improvements. This document is only binding upon receipt of a check for the above balance due.

IN WITNESS WHEREOF, the undersigned has hereto set ___ hand and seal this _____ day of _____ _____, 20 ___.

Witnessed by:

_____
CONTRACTOR

_____

By_____

Title_____

State of _____
County of _____

Before me, the undersigned authority, personally appeared _____, to me well known and known to me to be the person described in and who executed the foregoing instrument, and he acknowledged before me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this ___ day of _____ , 20 ___.

My Commission Expires:

_____
Notary Public, State of Florida

END OF SECTION

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

SECTION 00 69 00
CONSENT OF SURETY
For Final Payment

Project Name:

LIFT STATION 11 PIPING IMPROVEMENTS

Location _____

Project No._____ Contract No._____

Type of Contract_____

Amount of Contract_____

In accordance with the provisions of the above-named contract between the Owner and the Contractor, the following named surety:_____ on the Payment Bond of the following named Contractor: _____ hereby approves of final payment to the Contractor, and further agrees that said final payment to the Contractor shall not relieve the Surety Company named herein of any of its obligations to the following named Owner, as set forth in said Surety company's bond: _____.

IN WITNESS WHEREOF, the Surety Company has hereunto set its hand and seal this day of _____, 20 ___.

(Name of Surety Company)

(Signature of Authorized Representative)

(Affix Corporate Seal)

TITLE

END OF SECTION

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared By

EJCDC®
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

ACEC
American Council of Engineering Companies

ASCE
American Society of Civil Engineers

NSPE
National Society of Professional Engineers

Endorsed By

CSI
Building Knowledge
Improving Project Delivery

NUCA
We Dig America

EJCDC® C-700, Standard General Conditions of the Construction Contract.
Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

Copyright© 2018

National Society of Professional Engineers
1420 King Street, Alexandria, VA 22314-2794
(703) 684-2882
www.nspe.org

American Council of Engineering Companies
1015 15th Street N.W., Washington, DC 20005
(202) 347-7474
www.acec.org

American Society of Civil Engineers
1801 Alexander Bell Drive, Reston, VA 20191-4400
(800) 548-2723
www.asce.org

The copyright for this EJCDC document is owned jointly by the three sponsoring organizations listed above. The National Society of Professional Engineers is the Copyright Administrator for the EJCDC documents; please direct all inquiries regarding EJCDC copyrights to NSPE.

NOTE: EJCDC publications may be purchased at www.ejcdc.org, or from any of the sponsoring organizations above.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

GUIDELINES FOR USE OF EJCDC® C-700, STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

1.0 PURPOSE AND INTENDED USE OF THE DOCUMENT

EJCDC® C-700, Standard General Conditions of the Construction Contract (2018), is the foundation document for the EJCDC Construction Series. The General Conditions define the basic rights, responsibilities, risk allocations, and contractual relationship of the Owner and Contractor, and establish how the Contract is to be administered.

2.0 OTHER DOCUMENTS

EJCDC documents are intended to be used as a system and changes in one EJCDC document may require a corresponding change in other documents. Other EJCDC documents may also serve as a reference to provide insight or guidance for the preparation of this document.

These General Conditions have been prepared for use with either EJCDC® C-520, Agreement Between Owner and Contractor for Construction Contract (Stipulated Price), or EJCDC® C-525, Agreement Between Owner and Contractor for Construction Contract (Cost-Plus-Fee) (2018 Editions). The provisions of the General Conditions and the Agreement are interrelated, and a change in one may necessitate a change in the other.

To prepare supplementary conditions that are coordinated with the General Conditions, use EJCDC® C-800, Supplementary Conditions of the Construction Contract (2018).

The full EJCDC Construction series of documents is discussed in the EJCDC® C-001, Commentary on the 2018 EJCDC Construction Documents (2018).

3.0 ORGANIZATION OF INFORMATION

All parties involved in a construction project benefit significantly from a standardized approach in the location of subject matter throughout the documents. Experience confirms the danger of addressing the same subject matter in more than one location; doing so frequently leads to confusion and unanticipated legal consequences. Careful attention should be given to the guidance provided in EJCDC® N-122/AIA® A521, Uniform Location of Subject Matter (2012 Edition) when preparing documents. EJCDC® N-122/AIA® A521 is available at no charge from the EJCDC website, www.ejcdc.org, and from the websites of EJCDC's sponsoring organizations.

If CSI MasterFormat™ is used for organizing the Project Manual, consult CSI MasterFormat™ for the appropriate document number (e.g., under 00 11 00, Advertisements and Invitations), and accordingly number the document and its pages.

4.0 EDITING THIS DOCUMENT

Remove these Guidelines for Use. Some users may also prefer to remove the two cover pages.

Although it is permissible to revise the Standard EJCDC Text of C-700 (the content beginning at page 1 and continuing to the end), it is common practice to leave the Standard EJCDC Text of C-700 intact and unaltered, with modifications and supplementation of C-700's provisions set forth in EJCDC® C-800, Supplementary Conditions of the Construction Contract (2018). If the Standard Text itself is revised, the

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

user must comply with the terms of the License Agreement, Paragraph 4.0, Document-Specific Provisions, concerning the tracking or highlighting of revisions. The following is a summary of the relevant License Agreement provisions:

1. The term "Standard EJCDC Text" for C-700 refers to all text prepared by EJCDC in the main body of the document. Document covers, logos, footers, instructions, or copyright notices are not Standard EJCDC Text for this purpose.
2. During the drafting or negotiating process for C-700, it is important that the two contracting parties are both aware of any changes that have been made to the Standard EJCDC Text. Thus, if a draft or version of C-700 purports to be or appears to be an EJCDC document, the user must plainly show all changes to the Standard EJCDC Text, using "Track Changes" (redline/strikeout), highlighting, or other means of clearly indicating additions and deletions.
3. If C-700 has been revised or altered and is subsequently presented to third parties (such as potential bidders, grant agencies, lenders, or sureties) as an EJCDC document, then the changes to the Standard EJCDC Text must be shown, or the third parties must receive access to a version that shows the changes.
4. Once the document is ready to be finalized (and if applicable executed by the contracting parties), it is no longer necessary to continue to show changes to the Standard EJCDC Text. The user may produce a final version of the document in a format in which all changes are accepted, and the document at that point does not need to include any "Track Changes," redline/strikeout, highlighting, or other indication of additions and deletions to the Standard EJCDC Text.

5.0 LICENSE AGREEMENT

This document is subject to the terms and conditions of the **License Agreement, 2018 EJCDC® Construction Series Documents**. A copy of the License Agreement was furnished at the time of purchase of this document, and is available for review at www.ejcdc.org and the websites of EJCDC's sponsoring organizations.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

TABLE OF CONTENTS

Page

Article 1—Definitions and Terminology 1
1.01 Defined Terms 1
1.02 Terminology 6
Article 2—Preliminary Matters 7
2.01 Delivery of Performance and Payment Bonds; Evidence of Insurance 7
2.02 Copies of Documents 7
2.03 Before Starting Construction 7
2.04 Preconstruction Conference; Designation of Authorized Representatives 8
2.05 Acceptance of Schedules 8
2.06 Electronic Transmittals 8
Article 3—Contract Documents: Intent, Requirements, Reuse 9
3.01 Intent 9
3.02 Reference Standards 9
3.03 Reporting and Resolving Discrepancies 10
3.04 Requirements of the Contract Documents 10
3.05 Reuse of Documents 11
Article 4—Commencement and Progress of the Work 11
4.01 Commencement of Contract Times; Notice to Proceed 11
4.02 Starting the Work 11
4.03 Reference Points 11
4.04 Progress Schedule 12
4.05 Delays in Contractor's Progress 12
Article 5—Site; Subsurface and Physical Conditions; Hazardous Environmental Conditions 13
5.01 Availability of Lands 13
5.02 Use of Site and Other Areas 14
5.03 Subsurface and Physical Conditions 15
5.04 Differing Subsurface or Physical Conditions 16

EJCDC® C-700, Standard General Conditions of the Construction Contract.
Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

5.05 Underground Facilities 17
5.06 Hazardous Environmental Conditions at Site 19
Article 6—Bonds and Insurance 21
6.01 Performance, Payment, and Other Bonds 21
6.02 Insurance—General Provisions 22
6.03 Contractor's Insurance 24
6.04 Builder's Risk and Other Property Insurance 25
6.05 Property Losses; Subrogation 25
6.06 Receipt and Application of Property Insurance Proceeds 27
Article 7—Contractor's Responsibilities 27
7.01 Contractor's Means and Methods of Construction 27
7.02 Supervision and Superintendence 27
7.03 Labor; Working Hours 27
7.04 Services, Materials, and Equipment 28
7.05 "Or Equals" 28
7.06 Substitutes 29
7.07 Concerning Subcontractors and Suppliers 31
7.08 Patent Fees and Royalties 32
7.09 Permits 33
7.10 Taxes 33
7.11 Laws and Regulations 33
7.12 Record Documents 33
7.13 Safety and Protection 34
7.14 Hazard Communication Programs 35
7.15 Emergencies 35
7.16 Submittals 35
7.17 Contractor's General Warranty and Guarantee 38
7.18 Indemnification 39
7.19 Delegation of Professional Design Services 39
Article 8—Other Work at the Site 40
8.01 Other Work 40
8.02 Coordination 41
8.03 Legal Relationships 41

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

Article 9—Owner's Responsibilities 42
9.01 Communications to Contractor 42
9.02 Replacement of Engineer 42
9.03 Furnish Data 42
9.04 Pay When Due 42
9.05 Lands and Easements; Reports, Tests, and Drawings 43
9.06 Insurance 43
9.07 Change Orders 43
9.08 Inspections, Tests, and Approvals 43
9.09 Limitations on Owner's Responsibilities 43
9.10 Undisclosed Hazardous Environmental Condition 43
9.11 Evidence of Financial Arrangements 43
9.12 Safety Programs 43
Article 10—Engineer's Status During Construction 44
10.01 Owner's Representative 44
10.02 Visits to Site 44
10.03 Resident Project Representative 44
10.04 Engineer's Authority 44
10.05 Determinations for Unit Price Work 45
10.06 Decisions on Requirements of Contract Documents and Acceptability of Work 45
10.07 Limitations on Engineer's Authority and Responsibilities 45
10.08 Compliance with Safety Program 45
Article 11—Changes to the Contract 46
11.01 Amending and Supplementing the Contract 46
11.02 Change Orders 46
11.03 Work Change Directives 46
11.04 Field Orders 47
11.05 Owner-Authorized Changes in the Work 47
11.06 Unauthorized Changes in the Work 47
11.07 Change of Contract Price 47
11.08 Change of Contract Times 49
11.09 Change Proposals 49
11.10 Notification to Surety 50

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

Article 12—Claims 50
12.01 Claims 50
Article 13—Cost of the Work; Allowances; Unit Price Work 51
13.01 Cost of the Work 51
13.02 Allowances 55
13.03 Unit Price Work 55
Article 14—Tests and Inspections; Correction, Removal, or Acceptance of Defective Work 56
14.01 Access to Work 56
14.02 Tests, Inspections, and Approvals 56
14.03 Defective Work 57
14.04 Acceptance of Defective Work 58
14.05 Uncovering Work 58
14.06 Owner May Stop the Work 58
14.07 Owner May Correct Defective Work 59
Article 15—Payments to Contractor; Set-Offs; Completion; Correction Period 59
15.01 Progress Payments 59
15.02 Contractor's Warranty of Title 62
15.03 Substantial Completion 62
15.04 Partial Use or Occupancy 63
15.05 Final Inspection 64
15.06 Final Payment 64
15.07 Waiver of Claims 65
15.08 Correction Period 66
Article 16—Suspension of Work and Termination 67
16.01 Owner May Suspend Work 67
16.02 Owner May Terminate for Cause 67
16.03 Owner May Terminate for Convenience 68
16.04 Contractor May Stop Work or Terminate 68
Article 17—Final Resolution of Disputes 69
17.01 Methods and Procedures 69
Article 18—Miscellaneous 69
18.01 Giving Notice 69
18.02 Computation of Times 69

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

18.03 Cumulative Remedies 70
18.04 Limitation of Damages 70
18.05 No Waiver 70
18.06 Survival of Obligations 70
18.07 Controlling Law 70
18.08 Assignment of Contract 70
18.09 Successors and Assigns 70
18.10 Headings 70

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

ARTICLE 1—DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

A. Wherever used in the Bidding Requirements or Contract Documents, a term printed with initial capital letters, including the term's singular and plural forms, will have the meaning indicated in the definitions below. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.

1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.

2. *Agreement*—The written instrument, executed by Owner and Contractor, that sets forth the Contract Price and Contract Times, identifies the parties and the Engineer, and designates the specific items that are Contract Documents.

3. *Application for Payment*—The document prepared by Contractor, in a form acceptable to Engineer, to request progress or final payments, and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

4. *Bid*—The offer of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

5. *Bidder*—An individual or entity that submits a Bid to Owner.

6. *Bidding Documents*—The Bidding Requirements, the proposed Contract Documents, and all Addenda.

7. *Bidding Requirements*—The Advertisement or invitation to bid, Instructions to Bidders, Bid Bond or other Bid security, if any, the Bid Form, and the Bid with any attachments.

8. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, or other revision to the Contract, issued on or after the Effective Date of the Contract.

9. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment in Contract Price or Contract Times; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Contract.

10. *Claim*

a. A demand or assertion by Owner directly to Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment of Contract Price or Contract Times; contesting an initial decision by Engineer concerning the

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

requirements of the Contract Documents or the acceptability of Work under the Contract Documents; contesting Engineer's decision regarding a Change Proposal; seeking resolution of a contractual issue that Engineer has declined to address; or seeking other relief with respect to the terms of the Contract.

b. A demand or assertion by Contractor directly to Owner, duly submitted in compliance with the procedural requirements set forth herein, contesting Engineer's decision regarding a Change Proposal, or seeking resolution of a contractual issue that Engineer has declined to address.

c. A demand or assertion by Owner or Contractor, duly submitted in compliance with the procedural requirements set forth herein, made pursuant to Paragraph 12.01.A.4, concerning disputes arising after Engineer has issued a recommendation of final payment.

d. A demand for money or services by a third party is not a Claim.

11. *Constituent of Concern*—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), lead-based paint (as defined by the HUD/EPA standard), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to Laws and Regulations regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

12. *Contract*—The entire and integrated written contract between Owner and Contractor concerning the Work.

13. *Contract Documents*—Those items so designated in the Agreement, and which together comprise the Contract.

14. *Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Contract Documents.

15. *Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve Milestones, if any; (b) achieve Substantial Completion; and (c) complete the Work.

16. *Contractor*—The individual or entity with which Owner has contracted for performance of the Work.

17. *Cost of the Work*—See Paragraph 13.01 for definition.

18. *Drawings*—The part of the Contract that graphically shows the scope, extent, and character of the Work to be performed by Contractor.

19. *Effective Date of the Contract*—The date, indicated in the Agreement, on which the Contract becomes effective.

20. *Electronic Document*—Any Project-related correspondence, attachments to correspondence, data, documents, drawings, information, or graphics, including but not limited to Shop Drawings and other Submittals, that are in an electronic or digital format.

21. *Electronic Means*—Electronic mail (email), upload/download from a secure Project website, or other communications methods that allow: (a) the transmission or communication of Electronic Documents; (b) the documentation of transmissions, including sending and receipt; (c) printing of the transmitted Electronic Document by the

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

recipient; (d) the storage and archiving of the Electronic Document by sender and recipient; and (e) the use by recipient of the Electronic Document for purposes permitted by this Contract. Electronic Means does not include the use of text messaging, or of Facebook, Twitter, Instagram, or similar social media services for transmission of Electronic Documents.

22. *Engineer*—The individual or entity named as such in the Agreement.

23. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Contract Price or the Contract Times.

24. *Hazardous Environmental Condition*—The presence at the Site of Constituents of Concern in such quantities or circumstances that may present a danger to persons or property exposed thereto.

    a. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated into the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of the Contract, is not a Hazardous Environmental Condition.

    b. The presence of Constituents of Concern that are to be removed or remediated as part of the Work is not a Hazardous Environmental Condition.

    c. The presence of Constituents of Concern as part of the routine, anticipated, and obvious working conditions at the Site, is not a Hazardous Environmental Condition.

25. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and binding decrees, resolutions, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

26. *Liens*—Charges, security interests, or encumbrances upon Contract-related funds, real property, or personal property.

27. *Milestone*—A principal event in the performance of the Work that the Contract requires Contractor to achieve by an intermediate completion date, or by a time prior to Substantial Completion of all the Work.

28. *Notice of Award*—The written notice by Owner to a Bidder of Owner's acceptance of the Bid.

29. *Notice to Proceed*—A written notice by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work.

30. *Owner*—The individual or entity with which Contractor has contracted regarding the Work, and which has agreed to pay Contractor for the performance of the Work, pursuant to the terms of the Contract.

31. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising Contractor's plan to accomplish the Work within the Contract Times.

32. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the Work to be performed under the Contract Documents is a part.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

33. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site. As used herein, the term Resident Project Representative (RPR) includes any assistants or field staff of Resident Project Representative.

34. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.

35. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements for Engineer's review of the submittals.

36. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

37. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Contract Documents.

38. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands or areas furnished by Owner which are designated for the use of Contractor.

39. *Specifications*—The part of the Contract that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.

40. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.

41. *Submittal*—A written or graphic document, prepared by or for Contractor, which the Contract Documents require Contractor to submit to Engineer, or that is indicated as a Submittal in the Schedule of Submittals accepted by Engineer. Submittals may include Shop Drawings and Samples; schedules; product data; Owner-delegated designs; sustainable design information; information on special procedures; testing plans; results of tests and evaluations, source quality-control testing and inspections, and field or Site quality-control testing and inspections; warranties and certifications; Suppliers' instructions and reports; records of delivery of spare parts and tools; operations and maintenance data; Project photographic documentation; record documents; and other such documents required by the Contract Documents. Submittals, whether or not approved or accepted by Engineer, are not Contract Documents. Change Proposals, Change Orders, Claims, notices, Applications for Payment, and requests for interpretation or clarification are not Submittals.

42. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion of such Work.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

43. *Successful Bidder*—The Bidder to which the Owner makes an award of contract.

44. *Supplementary Conditions*—The part of the Contract that amends or supplements these General Conditions.

45. *Supplier*—A manufacturer, fabricator, supplier, distributor, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.

46. *Technical Data*

    a. Those items expressly identified as Technical Data in the Supplementary Conditions, with respect to either (1) existing subsurface conditions at or adjacent to the Site, or existing physical conditions at or adjacent to the Site including existing surface or subsurface structures (except Underground Facilities) or (2) Hazardous Environmental Conditions at the Site.

    b. If no such express identifications of Technical Data have been made with respect to conditions at the Site, then Technical Data is defined, with respect to conditions at the Site under Paragraphs 5.03, 5.04, and 5.06, as the data contained in boring logs, recorded measurements of subsurface water levels, assessments of the condition of subsurface facilities, laboratory test results, and other factual, objective information regarding conditions at the Site that are set forth in any geotechnical, environmental, or other Site or facilities conditions report prepared for the Project and made available to Contractor.

    c. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data, and instead Underground Facilities are shown or indicated on the Drawings.

47. *Underground Facilities*—All active or not-in-service underground lines, pipelines, conduits, ducts, encasements, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or systems at the Site, including but not limited to those facilities or systems that produce, transmit, distribute, or convey telephone or other communications, cable television, fiber optic transmissions, power, electricity, light, heat, gases, oil, crude oil products, liquid petroleum products, water, steam, waste, wastewater, storm water, other liquids or chemicals, or traffic or other control systems. An abandoned facility or system is not an Underground Facility.

48. *Unit Price Work*—Work to be paid for on the basis of unit prices.

49. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.

50. *Work Change Directive*—A written directive to Contractor issued on or after the Effective Date of the Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

1.02 *Terminology*

A. The words and terms discussed in Paragraphs 1.02.B, C, D, and E are not defined terms that require initial capital letters, but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.

B. *Intent of Certain Terms or Adjectives*: The Contract Documents include the terms "as allowed," "as approved," "as ordered," "as directed" or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives "reasonable," "suitable," "acceptable," "proper," "satisfactory," or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Article 10 or any other provision of the Contract Documents.

C. *Day*: The word "day" means a calendar day of 24 hours measured from midnight to the next midnight.

D. *Defective*: The word "defective," when modifying the word "Work," refers to Work that is unsatisfactory, faulty, or deficient in that it:

1. does not conform to the Contract Documents;
2. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or
3. has been damaged prior to Engineer's recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 15.03 or Paragraph 15.04).

E. *Furnish, Install, Perform, Provide*

1. The word "furnish," when used in connection with services, materials, or equipment, means to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.
2. The word "install," when used in connection with services, materials, or equipment, means to put into use or place in final position said services, materials, or equipment complete and ready for intended use.
3. The words "perform" or "provide," when used in connection with services, materials, or equipment, means to furnish and install said services, materials, or equipment complete and ready for intended use.
4. If the Contract Documents establish an obligation of Contractor with respect to specific services, materials, or equipment, but do not expressly use any of the four words "furnish," "install," "perform," or "provide," then Contractor shall furnish and install said services, materials, or equipment complete and ready for intended use.

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

F. *Contract Price or Contract Times*: References to a change in "Contract Price or Contract Times" or "Contract Times or Contract Price" or similar, indicate that such change applies to (1) Contract Price, (2) Contract Times, or (3) both Contract Price and Contract Times, as warranted, even if the term "or both" is not expressed.

G. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2—PRELIMINARY MATTERS

2.01 *Delivery of Performance and Payment Bonds; Evidence of Insurance*

A. *Performance and Payment Bonds*: When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner the performance bond and payment bond (if the Contract requires Contractor to furnish such bonds).

B. *Evidence of Contractor's Insurance*: When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner, with copies to each additional insured (as identified in the Contract), the certificates, endorsements, and other evidence of insurance required to be provided by Contractor in accordance with Article 6, except to the extent the Supplementary Conditions expressly establish other dates for delivery of specific insurance policies.

C. *Evidence of Owner's Insurance*: After receipt of the signed counterparts of the Agreement and all required bonds and insurance documentation, Owner shall promptly deliver to Contractor, with copies to each additional insured (as identified in the Contract), the certificates and other evidence of insurance required to be provided by Owner under Article 6.

2.02 *Copies of Documents*

A. Owner shall furnish to Contractor four printed copies of the Contract (including one fully signed counterpart of the Agreement), and one copy in electronic portable document format (PDF). Additional printed copies will be furnished upon request at the cost of reproduction.

B. Owner shall maintain and safeguard at least one original printed record version of the Contract, including Drawings and Specifications signed and sealed by Engineer and other design professionals. Owner shall make such original printed record version of the Contract available to Contractor for review. Owner may delegate the responsibilities under this provision to Engineer.

2.03 *Before Starting Construction*

A. *Preliminary Schedules*: Within 10 days after the Effective Date of the Contract (or as otherwise required by the Contract Documents), Contractor shall submit to Engineer for timely review:

1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract;

2. a preliminary Schedule of Submittals; and

3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.04 *Preconstruction Conference; Designation of Authorized Representatives*

A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work, and to discuss the schedules referred to in Paragraph 2.03.A, procedures for handling Shop Drawings, Samples, and other Submittals, processing Applications for Payment, electronic or digital transmittals, and maintaining required records.

B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit and receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.05 *Acceptance of Schedules*

A. At least 10 days before submission of the first Application for Payment a conference, attended by Contractor, Engineer, and others as appropriate, will be held to review the schedules submitted in accordance with Paragraph 2.03.A. No progress payment will be made to Contractor until acceptable schedules are submitted to Engineer.

1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.

2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.

3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to the component parts of the Work.

4. If a schedule is not acceptable, Contractor will have an additional 10 days to revise and resubmit the schedule.

2.06 *Electronic Transmittals*

A. Except as otherwise stated elsewhere in the Contract, the Owner, Engineer, and Contractor may send, and shall accept, Electronic Documents transmitted by Electronic Means.

B. If the Contract does not establish protocols for Electronic Means, then Owner, Engineer, and Contractor shall jointly develop such protocols.

C. Subject to any governing protocols for Electronic Means, when transmitting Electronic Documents by Electronic Means, the transmitting party makes no representations as to long-term compatibility, usability, or readability of the Electronic Documents resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the Electronic Documents.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

ARTICLE 3—CONTRACT DOCUMENTS: INTENT, REQUIREMENTS, REUSE

3.01 *Intent*

A. The Contract Documents are complementary; what is required by one Contract Document is as binding as if required by all.

B. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents.

C. Unless otherwise stated in the Contract Documents, if there is a discrepancy between the electronic versions of the Contract Documents (including any printed copies derived from such electronic versions) and the printed record version, the printed record version will govern.

D. The Contract supersedes prior negotiations, representations, and agreements, whether written or oral.

E. Engineer will issue clarifications and interpretations of the Contract Documents as provided herein.

F. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation will be deemed stricken, and all remaining provisions will continue to be valid and binding upon Owner and Contractor, which agree that the Contract Documents will be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

G. Nothing in the Contract Documents creates:

1. any contractual relationship between Owner or Engineer and any Subcontractor, Supplier, or other individual or entity performing or furnishing any of the Work, for the benefit of such Subcontractor, Supplier, or other individual or entity; or

2. any obligation on the part of Owner or Engineer to pay or to see to the payment of any money due any such Subcontractor, Supplier, or other individual or entity, except as may otherwise be required by Laws and Regulations.

3.02 *Reference Standards*

A. *Standards Specifications, Codes, Laws and Regulations*

1. Reference in the Contract Documents to standard specifications, manuals, reference standards, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, means the standard specification, manual, reference standard, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Contract if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.

2. No provision of any such standard specification, manual, reference standard, or code, and no instruction of a Supplier, will be effective to change the duties or responsibilities of Owner, Contractor, or Engineer from those set forth in the part of the Contract Documents prepared by or for Engineer. No such provision or instruction shall be effective to assign to Owner or Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

inconsistent with the provisions of the part of the Contract Documents prepared by or for Engineer.

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies*

1. *Contractor's Verification of Figures and Field Measurements*: Before undertaking each part of the Work, Contractor shall carefully study the Contract Documents, and check and verify pertinent figures and dimensions therein, particularly with respect to applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy that Contractor discovers, or has actual knowledge of, and shall not proceed with any Work affected thereby until the conflict, error, ambiguity, or discrepancy is resolved by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract issued pursuant to Paragraph 11.01.

2. *Contractor's Review of Contract Documents*: If, before or during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) actual field conditions, (c) any standard specification, manual, reference standard, or code, or (d) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 7.15) until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract issued pursuant to Paragraph 11.01.

3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

B. *Resolving Discrepancies*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the part of the Contract Documents prepared by or for Engineer take precedence in resolving any conflict, error, ambiguity, or discrepancy between such provisions of the Contract Documents and:

a. the provisions of any standard specification, manual, reference standard, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference as a Contract Document); or

b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Requirements of the Contract Documents*

A. During the performance of the Work and until final payment, Contractor and Owner shall submit to the Engineer in writing all matters in question concerning the requirements of the Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Contract Documents, as soon as possible after such matters arise. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

B. Engineer will, with reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Contract Documents. Engineer's written clarification, interpretation, or decision will be final and binding on Contractor, unless it appeals by submitting a Change Proposal, and on Owner, unless it appeals by filing a Claim.

C. If a submitted matter in question concerns terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work under the Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly notify Owner and Contractor in writing that Engineer is unable to provide a decision or interpretation. If Owner and Contractor are unable to agree on resolution of such a matter in question, either party may pursue resolution as provided in Article 12.

3.05 *Reuse of Documents*

A. Contractor and its Subcontractors and Suppliers shall not:

1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media versions, or reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer; or

2. have or acquire any title or ownership rights in any other Contract Documents, reuse any such Contract Documents for any purpose without Owner's express written consent, or violate any copyrights pertaining to such Contract Documents.

B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein precludes Contractor from retaining copies of the Contract Documents for record purposes.

ARTICLE 4—COMMENCEMENT AND PROGRESS OF THE WORK

4.01 *Commencement of Contract Times; Notice to Proceed*

A. The Contract Times will commence to run on the 30th day after the Effective Date of the Contract or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Contract. In no event will the Contract Times commence to run later than the 60th day after the day of Bid opening or the 30th day after the Effective Date of the Contract, whichever date is earlier.

4.02 *Starting the Work*

A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work may be done at the Site prior to such date.

4.03 *Reference Points*

A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.04 *Progress Schedule*

A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.05 as it may be adjusted from time to time as provided below.

1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.05) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times.

2. Proposed adjustments in the Progress Schedule that will change the Contract Times must be submitted in accordance with the requirements of Article 11.

B. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work will be delayed or postponed pending resolution of any disputes or disagreements, or during any appeal process, except as permitted by Paragraph 16.04, or as Owner and Contractor may otherwise agree in writing.

4.05 *Delays in Contractor's Progress*

A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times.

B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor. Delay, disruption, and interference attributable to and within the control of a Subcontractor or Supplier shall be deemed to be within the control of Contractor.

C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times. Such an adjustment will be Contractor's sole and exclusive remedy for the delays, disruption, and interference described in this paragraph. Causes of delay, disruption, or interference that may give rise to an adjustment in Contract Times under this paragraph include but are not limited to the following:

1. Severe and unavoidable natural catastrophes such as fires, floods, epidemics, and earthquakes;

2. Abnormal weather conditions;

3. Acts or failures to act of third-party utility owners or other third-party entities (other than those third-party utility owners or other third-party entities performing other work at or adjacent to the Site as arranged by or under contract with Owner, as contemplated in Article 8); and

4. Acts of war or terrorism.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

D. Contractor's entitlement to an adjustment of Contract Times or Contract Price is limited as follows:

1. Contractor's entitlement to an adjustment of the Contract Times is conditioned on the delay, disruption, or interference adversely affecting an activity on the critical path to completion of the Work, as of the time of the delay, disruption, or interference.

2. Contractor shall not be entitled to an adjustment in Contract Price for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor. Such a concurrent delay by Contractor shall not preclude an adjustment of Contract Times to which Contractor is otherwise entitled.

3. Adjustments of Contract Times or Contract Price are subject to the provisions of Article 11.

E. Each Contractor request or Change Proposal seeking an increase in Contract Times or Contract Price must be supplemented by supporting data that sets forth in detail the following:

1. The circumstances that form the basis for the requested adjustment;

2. The date upon which each cause of delay, disruption, or interference began to affect the progress of the Work;

3. The date upon which each cause of delay, disruption, or interference ceased to affect the progress of the Work;

4. The number of days' increase in Contract Times claimed as a consequence of each such cause of delay, disruption, or interference; and

5. The impact on Contract Price, in accordance with the provisions of Paragraph 11.07.

Contractor shall also furnish such additional supporting documentation as Owner or Engineer may require including, where appropriate, a revised progress schedule indicating all the activities affected by the delay, disruption, or interference, and an explanation of the effect of the delay, disruption, or interference on the critical path to completion of the Work.

F. Delays, disruption, and interference to the performance or progress of the Work resulting from the existence of a differing subsurface or physical condition, an Underground Facility that was not shown or indicated by the Contract Documents, or not shown or indicated with reasonable accuracy, and those resulting from Hazardous Environmental Conditions, are governed by Article 5, together with the provisions of Paragraphs 4.05.D and 4.05.E.

G. Paragraph 8.03 addresses delays, disruption, and interference to the performance or progress of the Work resulting from the performance of certain other work at or adjacent to the Site.

ARTICLE 5—SITE; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

5.01 *Availability of Lands*

A. Owner shall furnish the Site. Owner shall notify Contractor in writing of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which permanent improvements are to be made and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.

C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

5.02 *Use of Site and Other Areas*

A. *Limitation on Use of Site and Other Areas*

1. Contractor shall confine construction equipment, temporary construction facilities, the storage of materials and equipment, and the operations of workers to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and such other adjacent areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for (a) damage to the Site; (b) damage to any such other adjacent areas used for Contractor's operations; (c) damage to any other adjacent land or areas, or to improvements, structures, utilities, or similar facilities located at such adjacent lands or areas; and (d) for injuries and losses sustained by the owners or occupants of any such land or areas; provided that such damage or injuries result from the performance of the Work or from other actions or conduct of the Contractor or those for which Contractor is responsible.

2. If a damage or injury claim is made by the owner or occupant of any such land or area because of the performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible, Contractor shall (a) take immediate corrective or remedial action as required by Paragraph 7.13, or otherwise; (b) promptly attempt to settle the claim as to all parties through negotiations with such owner or occupant, or otherwise resolve the claim by arbitration or other dispute resolution proceeding, or in a court of competent jurisdiction; and (c) to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from and against any such claim, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused directly or indirectly, in whole or in part by, or based upon, Contractor's performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible.

B. *Removal of Debris During Performance of the Work*: During the progress of the Work the Contractor shall keep the Site and other adjacent areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris will conform to applicable Laws and Regulations.

C. *Cleaning*: Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site and adjacent areas all tools, appliances, construction equipment

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

D. *Loading of Structures*: Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent structures or land to stresses or pressures that will endanger them.

5.03 *Subsurface and Physical Conditions*

A. *Reports and Drawings*: The Supplementary Conditions identify:

1. Those reports of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data;

2. Those drawings of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities), that contain Technical Data; and

3. Technical Data contained in such reports and drawings.

B. *Underground Facilities*: Underground Facilities are shown or indicated on the Drawings, pursuant to Paragraph 5.05, and not in the drawings referred to in Paragraph 5.03.A. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data.

C. *Reliance by Contractor on Technical Data*: Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely upon the accuracy of the Technical Data as defined in Paragraph 1.01.A.46.b.

D. *Limitations of Other Data and Documents*: Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto;

2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings;

3. the contents of other Site-related documents made available to Contractor, such as record drawings from other projects at or adjacent to the Site, or Owner's archival documents concerning the Site; or

4. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions, or information.

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

5.04 *Differing Subsurface or Physical Conditions*

A. *Notice by Contractor*: If Contractor believes that any subsurface or physical condition that is uncovered or revealed at the Site:

1. is of such a nature as to establish that any Technical Data on which Contractor is entitled to rely as provided in Paragraph 5.03 is materially inaccurate;

2. is of such a nature as to require a change in the Drawings or Specifications;

3. differs materially from that shown or indicated in the Contract Documents; or

4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.

B. *Engineer's Review*: After receipt of written notice as required by the preceding paragraph, Engineer will promptly review the subsurface or physical condition in question; determine whether it is necessary for Owner to obtain additional exploration or tests with respect to the condition; conclude whether the condition falls within any one or more of the differing site condition categories in Paragraph 5.04.A; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and advise Owner in writing of Engineer's findings, conclusions, and recommendations.

C. *Owner's Statement to Contractor Regarding Site Condition*: After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.

D. *Early Resumption of Work*: If at any time Engineer determines that Work in connection with the subsurface or physical condition in question may resume prior to completion of Engineer's review or Owner's issuance of its statement to Contractor, because the condition in question has been adequately documented, and analyzed on a preliminary basis, then the Engineer may at its discretion instruct Contractor to resume such Work.

E. *Possible Price and Times Adjustments*

1. Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times, to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, causes an increase or decrease in

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

a. Such condition must fall within any one or more of the categories described in Paragraph 5.04.A;

b. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03; and,

c. Contractor's entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E.

2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times with respect to a subsurface or physical condition if:

a. Contractor knew of the existence of such condition at the time Contractor made a commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract, or otherwise;

b. The existence of such condition reasonably could have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas expressly required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such commitment; or

c. Contractor failed to give the written notice required by Paragraph 5.04.A.

3. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, then any such adjustment will be set forth in a Change Order.

4. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the subsurface or physical condition in question.

F. *Underground Facilities; Hazardous Environmental Conditions*: Paragraph 5.05 governs rights and responsibilities regarding the presence or location of Underground Facilities. Paragraph 5.06 governs rights and responsibilities regarding Hazardous Environmental Conditions. The provisions of Paragraphs 5.03 and 5.04 are not applicable to the presence or location of Underground Facilities, or to Hazardous Environmental Conditions.

5.05 *Underground Facilities*

A. *Contractor's Responsibilities*: Unless it is otherwise expressly provided in the Supplementary Conditions, the cost of all of the following are included in the Contract Price, and Contractor shall have full responsibility for:

1. reviewing and checking all information and data regarding existing Underground Facilities at the Site;

2. complying with applicable state and local utility damage prevention Laws and Regulations;

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

3. verifying the actual location of those Underground Facilities shown or indicated in the Contract Documents as being within the area affected by the Work, by exposing such Underground Facilities during the course of construction;

4. coordination of the Work with the owners (including Owner) of such Underground Facilities, during construction; and

5. the safety and protection of all existing Underground Facilities at the Site, and repairing any damage thereto resulting from the Work.

B. *Notice by Contractor*: If Contractor believes that an Underground Facility that is uncovered or revealed at the Site was not shown or indicated on the Drawings, or was not shown or indicated on the Drawings with reasonable accuracy, then Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing regarding such Underground Facility.

C. *Engineer's Review*: Engineer will:

1. promptly review the Underground Facility and conclude whether such Underground Facility was not shown or indicated on the Drawings, or was not shown or indicated with reasonable accuracy;

2. identify and communicate with the owner of the Underground Facility; prepare recommendations to Owner (and if necessary issue any preliminary instructions to Contractor) regarding the Contractor's resumption of Work in connection with the Underground Facility in question;

3. obtain any pertinent cost or schedule information from Contractor; determine the extent, if any, to which a change is required in the Drawings or Specifications to reflect and document the consequences of the existence or location of the Underground Facility; and

4. advise Owner in writing of Engineer's findings, conclusions, and recommendations.

During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.

D. *Owner's Statement to Contractor Regarding Underground Facility*: After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the Underground Facility in question addressing the resumption of Work in connection with such Underground Facility, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations in whole or in part.

E. *Early Resumption of Work*: If at any time Engineer determines that Work in connection with the Underground Facility may resume prior to completion of Engineer's review or Owner's issuance of its statement to Contractor, because the Underground Facility in question and conditions affected by its presence have been adequately documented, and analyzed on a preliminary basis, then the Engineer may at its discretion instruct Contractor to resume such Work.

F. *Possible Price and Times Adjustments*

1. Contractor shall be entitled to an equitable adjustment in the Contract Price or Contract Times, to the extent that any existing Underground Facility at the Site that was not shown

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

or indicated on the Drawings, or was not shown or indicated with reasonable accuracy, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

a. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03;

b. Contractor's entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E; and

c. Contractor gave the notice required in Paragraph 5.05.B.

2. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, then any such adjustment will be set forth in a Change Order.

3. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the Underground Facility in question.

4. The information and data shown or indicated on the Drawings with respect to existing Underground Facilities at the Site is based on information and data (a) furnished by the owners of such Underground Facilities, or by others, (b) obtained from available records, or (c) gathered in an investigation conducted in accordance with the current edition of ASCE 38, Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data, by the American Society of Civil Engineers. If such information or data is incorrect or incomplete, Contractor's remedies are limited to those set forth in this Paragraph 5.05.F.

5.06 *Hazardous Environmental Conditions at Site*

A. *Reports and Drawings*: The Supplementary Conditions identify:

1. those reports known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site;

2. drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site; and

3. Technical Data contained in such reports and drawings.

B. *Reliance by Contractor on Technical Data Authorized*: Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely on the accuracy of the Technical Data as defined in Paragraph 1.01.A.46.b. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

of construction to be employed by Contractor, and safety precautions and programs incident thereto;

2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or

3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions or information.

C. Contractor shall not be responsible for removing or remediating any Hazardous Environmental Condition encountered, uncovered, or revealed at the Site unless such removal or remediation is expressly identified in the Contract Documents to be within the scope of the Work.

D. Contractor shall be responsible for controlling, containing, and duly removing all Constituents of Concern brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible, and for any associated costs; and for the costs of removing and remediating any Hazardous Environmental Condition created by the presence of any such Constituents of Concern.

E. If Contractor encounters, uncovers, or reveals a Hazardous Environmental Condition whose removal or remediation is not expressly identified in the Contract Documents as being within the scope of the Work, or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, then Contractor shall immediately: (1) secure or otherwise isolate such condition; (2) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 7.15); and (3) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 5.06.F. If Contractor or anyone for whom Contractor is responsible created the Hazardous Environmental Condition in question, then Owner may remove and remediate the Hazardous Environmental Condition, and impose a set-off against payments to account for the associated costs.

F. Contractor shall not resume Work in connection with such Hazardous Environmental Condition or in any affected area until after Owner has obtained any required permits related thereto, and delivered written notice to Contractor either (1) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (2) specifying any special conditions under which such Work may be resumed safely.

G. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, as a result of such Work stoppage, such special conditions under which Work is agreed to be resumed by Contractor, or any costs or expenses incurred in response to the Hazardous Environmental Condition, then within 30 days of Owner's written notice regarding the resumption of Work, Contractor may submit a Change Proposal, or Owner may impose a set-off. Entitlement to any such adjustment is subject to the provisions of Paragraphs 4.05.D, 4.05.E, 11.07, and 11.08.

H. If, after receipt of such written notice, Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work, following the contractual change procedures in Article 11. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 8.

I. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition (1) was not shown or indicated in the Drawings, Specifications, or other Contract Documents, identified as Technical Data entitled to limited reliance pursuant to Paragraph 5.06.B, or identified in the Contract Documents to be included within the scope of the Work, and (2) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.I obligates Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

J. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the failure to control, contain, or remove a Constituent of Concern brought to the Site by Contractor or by anyone for whom Contractor is responsible, or to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.J obligates Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

K. The provisions of Paragraphs 5.03, 5.04, and 5.05 do not apply to the presence of Constituents of Concern or to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 6—BONDS AND INSURANCE

6.01 *Performance, Payment, and Other Bonds*

A. Contractor shall furnish a performance bond and a payment bond, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of Contractor's obligations under the Contract. These bonds must remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 15.08, whichever is later, except as provided otherwise by Laws or Regulations, the terms of a prescribed bond form, the Supplementary Conditions, or other provisions of the Contract.

B. Contractor shall also furnish such other bonds (if any) as are required by the Supplementary Conditions or other provisions of the Contract.

C. All bonds must be in the form included in the Bidding Documents or otherwise specified by Owner prior to execution of the Contract, except as provided otherwise by Laws or

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

Regulations, and must be issued and signed by a surety named in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Department Circular 570 (as amended and supplemented) by the Bureau of the Fiscal Service, U.S. Department of the Treasury. A bond signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority must show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond.

D. Contractor shall obtain the required bonds from surety companies that are duly licensed or authorized, in the state or jurisdiction in which the Project is located, to issue bonds in the required amounts.

E. If the surety on a bond furnished by Contractor is declared bankrupt or becomes insolvent, or the surety ceases to meet the requirements above, then Contractor shall promptly notify Owner and Engineer in writing and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which must comply with the bond and surety requirements above.

F. If Contractor has failed to obtain a required bond, Owner may exclude the Contractor from the Site and exercise Owner's termination rights under Article 16.

G. Upon request to Owner from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, Owner shall provide a copy of the payment bond to such person or entity.

H. Upon request to Contractor from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, Contractor shall provide a copy of the payment bond to such person or entity.

6.02 *Insurance—General Provisions*

A. Owner and Contractor shall obtain and maintain insurance as required in this article and in the Supplementary Conditions.

B. All insurance required by the Contract to be purchased and maintained by Owner or Contractor shall be obtained from insurance companies that are duly licensed or authorized in the state or jurisdiction in which the Project is located to issue insurance policies for the required limits and coverages. Unless a different standard is indicated in the Supplementary Conditions, all companies that provide insurance policies required under this Contract shall have an A.M. Best rating of A-VII or better.

C. Alternative forms of insurance coverage, including but not limited to self-insurance and "Occupational Accident and Excess Employer's Indemnity Policies," are not sufficient to meet the insurance requirements of this Contract, unless expressly allowed in the Supplementary Conditions.

D. Contractor shall deliver to Owner, with copies to each additional insured identified in the Contract, certificates of insurance and endorsements establishing that Contractor has obtained and is maintaining the policies and coverages required by the Contract. Upon request by Owner or any other insured, Contractor shall also furnish other evidence of such required insurance, including but not limited to copies of policies, documentation of applicable self-insured retentions (if allowed) and deductibles, full disclosure of all relevant exclusions, and evidence of insurance required to be purchased and maintained by

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

Subcontractors or Suppliers. In any documentation furnished under this provision, Contractor, Subcontractors, and Suppliers may block out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those applicable to this Contract.

E. Owner shall deliver to Contractor, with copies to each additional insured identified in the Contract, certificates of insurance and endorsements establishing that Owner has obtained and is maintaining the policies and coverages required of Owner by the Contract (if any). Upon request by Contractor or any other insured, Owner shall also provide other evidence of such required insurance (if any), including but not limited to copies of policies, documentation of applicable self-insured retentions (if allowed) and deductibles, and full disclosure of all relevant exclusions. In any documentation furnished under this provision, Owner may block out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those relevant to this Contract.

F. Failure of Owner or Contractor to demand such certificates or other evidence of the other party's full compliance with these insurance requirements, or failure of Owner or Contractor to identify a deficiency in compliance from the evidence provided, will not be construed as a waiver of the other party's obligation to obtain and maintain such insurance.

G. In addition to the liability insurance required to be provided by Contractor, the Owner, at Owner's option, may purchase and maintain Owner's own liability insurance. Owner's liability policies, if any, operate separately and independently from policies required to be provided by Contractor, and Contractor cannot rely upon Owner's liability policies for any of Contractor's obligations to the Owner, Engineer, or third parties.

H. Contractor shall require:

1. Subcontractors to purchase and maintain worker's compensation, commercial general liability, and other insurance that is appropriate for their participation in the Project, and to name as additional insureds Owner and Engineer (and any other individuals or entities identified in the Supplementary Conditions as additional insureds on Contractor's liability policies) on each Subcontractor's commercial general liability insurance policy; and

2. Suppliers to purchase and maintain insurance that is appropriate for their participation in the Project.

I. If either party does not purchase or maintain the insurance required of such party by the Contract, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage.

J. If Contractor has failed to obtain and maintain required insurance, Contractor's entitlement to enter or remain at the Site will end immediately, and Owner may impose an appropriate set-off against payment for any associated costs (including but not limited to the cost of purchasing necessary insurance coverage), and exercise Owner's termination rights under Article 16.

K. Without prejudice to any other right or remedy, if a party has failed to obtain required insurance, the other party may elect (but is in no way obligated) to obtain equivalent insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and the Contract Price will be adjusted accordingly.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

L. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor or Contractor's interests. Contractor is responsible for determining whether such coverage and limits are adequate to protect its interests, and for obtaining and maintaining any additional insurance that Contractor deems necessary.

M. The insurance and insurance limits required herein will not be deemed as a limitation on Contractor's liability, or that of its Subcontractors or Suppliers, under the indemnities granted to Owner and other individuals and entities in the Contract or otherwise.

N. All the policies of insurance required to be purchased and maintained under this Contract will contain a provision or endorsement that the coverage afforded will not be canceled, or renewal refused, until at least 10 days prior written notice has been given to the purchasing policyholder. Within three days of receipt of any such written notice, the purchasing policyholder shall provide a copy of the notice to each other insured and Engineer.

6.03 *Contractor's Insurance*

A. *Required Insurance*: Contractor shall purchase and maintain Worker's Compensation, Commercial General Liability, and other insurance pursuant to the specific requirements of the Supplementary Conditions.

B. *General Provisions*: The policies of insurance required by this Paragraph 6.03 as supplemented must:

1. include at least the specific coverages required;

2. be written for not less than the limits provided, or those required by Laws or Regulations, whichever is greater;

3. remain in effect at least until the Work is complete (as set forth in Paragraph 15.06.D), and longer if expressly required elsewhere in this Contract, and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work as a warranty or correction obligation, or otherwise, or returning to the Site to conduct other tasks arising from the Contract;

4. apply with respect to the performance of the Work, whether such performance is by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable; and

5. include all necessary endorsements to support the stated requirements.

C. *Additional Insureds*: The Contractor's commercial general liability, automobile liability, employer's liability, umbrella or excess, pollution liability, and unmanned aerial vehicle liability policies, if required by this Contract, must:

1. include and list as additional insureds Owner and Engineer, and any individuals or entities identified as additional insureds in the Supplementary Conditions;

2. include coverage for the respective officers, directors, members, partners, employees, and consultants of all such additional insureds;

3. afford primary coverage to these additional insureds for all claims covered thereby (including as applicable those arising from both ongoing and completed operations);

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

4. not seek contribution from insurance maintained by the additional insured; and

5. as to commercial general liability insurance, apply to additional insureds with respect to liability caused in whole or in part by Contractor's acts or omissions, or the acts and omissions of those working on Contractor's behalf, in the performance of Contractor's operations.

6.04 *Builder's Risk and Other Property Insurance*

A. *Builder's Risk*: Unless otherwise provided in the Supplementary Conditions, Contractor shall purchase and maintain builder's risk insurance upon the Work on a completed value basis, in the amount of the Work's full insurable replacement cost (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). The specific requirements applicable to the builder's risk insurance are set forth in the Supplementary Conditions.

B. *Property Insurance for Facilities of Owner Where Work Will Occur*: Owner is responsible for obtaining and maintaining property insurance covering each existing structure, building, or facility in which any part of the Work will occur, or to which any part of the Work will attach or be adjoined. Such property insurance will be written on a special perils (all-risk) form, on a replacement cost basis, providing coverage consistent with that required for the builder's risk insurance, and will be maintained until the Work is complete, as set forth in Paragraph 15.06.D.

C. *Property Insurance for Substantially Complete Facilities*: Promptly after Substantial Completion, and before actual occupancy or use of the substantially completed Work, Owner will obtain property insurance for such substantially completed Work, and maintain such property insurance at least until the Work is complete, as set forth in Paragraph 15.06.D. Such property insurance will be written on a special perils (all-risk) form, on a replacement cost basis, and provide coverage consistent with that required for the builder's risk insurance. The builder's risk insurance may terminate upon written confirmation of Owner's procurement of such property insurance.

D. *Partial Occupancy or Use by Owner*: If Owner will occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work, as provided in Paragraph 15.04, then Owner (directly, if it is the purchaser of the builder's risk policy, or through Contractor) will provide advance notice of such occupancy or use to the builder's risk insurer, and obtain an endorsement consenting to the continuation of coverage prior to commencing such partial occupancy or use.

E. *Insurance of Other Property; Additional Insurance*: If the express insurance provisions of the Contract do not require or address the insurance of a property item or interest, then the entity or individual owning such property item will be responsible for insuring it. If Contractor elects to obtain other special insurance to be included in or supplement the builder's risk or property insurance policies provided under this Paragraph 6.04, it may do so at Contractor's expense.

6.05 *Property Losses; Subrogation*

A. The builder's risk insurance policy purchased and maintained in accordance with Paragraph 6.04 (or an installation floater policy if authorized by the Supplementary Conditions), will contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any insureds thereunder, or against

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

Engineer or its consultants, or their officers, directors, members, partners, employees, agents, consultants, or subcontractors.

1. Owner and Contractor waive all rights against each other and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils, risks, or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Engineer, its consultants, all individuals or entities identified in the Supplementary Conditions as builder's risk or installation floater insureds, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, under such policies for losses and damages so caused.
2. None of the above waivers extends to the rights that any party making such waiver may have to the proceeds of insurance held by Owner or Contractor as trustee or fiduciary, or otherwise payable under any policy so issued.

B. Any property insurance policy maintained by Owner covering any loss, damage, or consequential loss to Owner's existing structures, buildings, or facilities in which any part of the Work will occur, or to which any part of the Work will attach or adjoin; to adjacent structures, buildings, or facilities of Owner; or to part or all of the completed or substantially completed Work, during partial occupancy or use pursuant to Paragraph 15.04, after Substantial Completion pursuant to Paragraph 15.03, or after final payment pursuant to Paragraph 15.06, will contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any insureds thereunder, or against Contractor, Subcontractors, or Engineer, or the officers, directors, members, partners, employees, agents, consultants, or subcontractors of each and any of them, and that the insured is allowed to waive the insurer's rights of subrogation in a written contract executed prior to the loss, damage, or consequential loss.

1. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from fire or any of the perils, risks, or causes of loss covered by such policies.

C. The waivers in this Paragraph 6.05 include the waiver of rights due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other insured peril, risk, or cause of loss.

D. Contractor shall be responsible for assuring that each Subcontract contains provisions whereby the Subcontractor waives all rights against Owner, Contractor, all individuals or entities identified in the Supplementary Conditions as insureds, the Engineer and its consultants, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, relating to, or resulting from fire or other peril, risk, or cause of loss covered by builder's risk insurance, installation floater, and any other property insurance applicable to the Work.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

6.06 *Receipt and Application of Property Insurance Proceeds*

A. Any insured loss under the builder's risk and other policies of property insurance required by Paragraph 6.04 will be adjusted and settled with the named insured that purchased the policy. Such named insured shall act as fiduciary for the other insureds, and give notice to such other insureds that adjustment and settlement of a claim is in progress. Any other insured may state its position regarding a claim for insured loss in writing within 15 days after notice of such claim.

B. Proceeds for such insured losses may be made payable by the insurer either jointly to multiple insureds, or to the named insured that purchased the policy in its own right and as fiduciary for other insureds, subject to the requirements of any applicable mortgage clause. A named insured receiving insurance proceeds under the builder's risk and other policies of insurance required by Paragraph 6.04 shall maintain such proceeds in a segregated account, and distribute such proceeds in accordance with such agreement as the parties in interest may reach, or as otherwise required under the dispute resolution provisions of this Contract or applicable Laws and Regulations.

C. If no other special agreement is reached, Contractor shall repair or replace the damaged Work, using allocated insurance proceeds.

ARTICLE 7—CONTRACTOR'S RESPONSIBILITIES

7.01 *Contractor's Means and Methods of Construction*

A. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.

B. If the Contract Documents note, or Contractor determines, that professional engineering or other design services are needed to carry out Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures, or for Site safety, then Contractor shall cause such services to be provided by a properly licensed design professional, at Contractor's expense. Such services are not Owner-delegated professional design services under this Contract, and neither Owner nor Engineer has any responsibility with respect to (1) Contractor's determination of the need for such services, (2) the qualifications or licensing of the design professionals retained or employed by Contractor, (3) the performance of such services, or (4) any errors, omissions, or defects in such services.

7.02 *Supervision and Superintendence*

A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents.

B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who will not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

7.03 *Labor; Working Hours*

A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall maintain good discipline and order at the Site.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

B. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of Contractor's employees; of Suppliers and Subcontractors, and their employees; and of any other individuals or entities performing or furnishing any of the Work, just as Contractor is responsible for Contractor's own acts and omissions.

C. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site will be performed during regular working hours, Monday through Friday. Contractor will not perform Work on a Saturday, Sunday, or any legal holiday. Contractor may perform Work outside regular working hours or on Saturdays, Sundays, or legal holidays only with Owner's written consent, which will not be unreasonably withheld.

7.04 *Services, Materials, and Equipment*

A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.

B. All materials and equipment incorporated into the Work must be new and of good quality, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications will expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.

C. All materials and equipment must be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

7.05 *"Or Equals"*

A. *Contractor's Request; Governing Criteria*: Whenever an item of equipment or material is specified or described in the Contract Documents by using the names of one or more proprietary items or specific Suppliers, the Contract Price has been based upon Contractor furnishing such item as specified. The specification or description of such an item is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or equal" item is permitted, Contractor may request that Engineer authorize the use of other items of equipment or material, or items from other proposed Suppliers, under the circumstances described below.

1. If Engineer in its sole discretion determines that an item of equipment or material proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, Engineer will deem it an "or equal" item. For the purposes of this paragraph, a proposed item of equipment or material will be considered functionally equal to an item so named if:

a. in the exercise of reasonable judgment Engineer determines that the proposed item:

1) is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

2) will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole;

3) has a proven record of performance and availability of responsive service; and

4) is not objectionable to Owner.

b. Contractor certifies that, if the proposed item is approved and incorporated into the Work:

1) there will be no increase in cost to the Owner or increase in Contract Times; and

2) the item will conform substantially to the detailed requirements of the item named in the Contract Documents.

B. *Contractor's Expense*: Contractor shall provide all data in support of any proposed "or equal" item at Contractor's expense.

C. *Engineer's Evaluation and Determination*: Engineer will be allowed a reasonable time to evaluate each "or-equal" request. Engineer may require Contractor to furnish additional data about the proposed "or-equal" item. Engineer will be the sole judge of acceptability. No "or-equal" item will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an "or-equal," which will be evidenced by an approved Shop Drawing or other written communication. Engineer will advise Contractor in writing of any negative determination.

D. *Effect of Engineer's Determination*: Neither approval nor denial of an "or-equal" request will result in any change in Contract Price. The Engineer's denial of an "or-equal" request will be final and binding, and may not be reversed through an appeal under any provision of the Contract.

E. *Treatment as a Substitution Request*: If Engineer determines that an item of equipment or material proposed by Contractor does not qualify as an "or-equal" item, Contractor may request that Engineer consider the item a proposed substitute pursuant to Paragraph 7.06.

7.06 *Substitutes*

A. *Contractor's Request; Governing Criteria*: Unless the specification or description of an item of equipment or material required to be furnished under the Contract Documents contains or is followed by words reading that no substitution is permitted, Contractor may request that Engineer authorize the use of other items of equipment or material under the circumstances described below. To the extent possible such requests must be made before commencement of related construction at the Site.

1. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is functionally equivalent to that named and an acceptable substitute therefor. Engineer will not accept requests for review of proposed substitute items of equipment or material from anyone other than Contractor.

2. The requirements for review by Engineer will be as set forth in Paragraph 7.06.B, as supplemented by the Specifications, and as Engineer may decide is appropriate under the circumstances.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

3. Contractor shall make written application to Engineer for review of a proposed substitute item of equipment or material that Contractor seeks to furnish or use. The application:
    a. will certify that the proposed substitute item will:
        1) perform adequately the functions and achieve the results called for by the general design;
        2) be similar in substance to the item specified; and
        3) be suited to the same use as the item specified.
    b. will state:
        1) the extent, if any, to which the use of the proposed substitute item will necessitate a change in Contract Times;
        2) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item; and
        3) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty.
    c. will identify:
        1) all variations of the proposed substitute item from the item specified; and
        2) available engineering, sales, maintenance, repair, and replacement services.
    d. will contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including but not limited to changes in Contract Price, shared savings, costs of redesign, and claims of other contractors affected by any resulting change.

B. *Engineer's Evaluation and Determination*: Engineer will be allowed a reasonable time to evaluate each substitute request, and to obtain comments and direction from Owner. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No substitute will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an acceptable substitute. Engineer's determination will be evidenced by a Field Order or a proposed Change Order accounting for the substitution itself and all related impacts, including changes in Contract Price or Contract Times. Engineer will advise Contractor in writing of any negative determination.

C. *Special Guarantee*: Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.

D. *Reimbursement of Engineer's Cost*: Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

E. *Contractor's Expense*: Contractor shall provide all data in support of any proposed substitute at Contractor's expense.

F. *Effect of Engineer's Determination*: If Engineer approves the substitution request, Contractor shall execute the proposed Change Order and proceed with the substitution. The Engineer's denial of a substitution request will be final and binding, and may not be reversed through an appeal under any provision of the Contract. Contractor may challenge the scope of reimbursement costs imposed under Paragraph 7.06.D, by timely submittal of a Change Proposal.

7.07 *Concerning Subcontractors and Suppliers*

A. Contractor may retain Subcontractors and Suppliers for the performance of parts of the Work. Such Subcontractors and Suppliers must be acceptable to Owner. The Contractor's retention of a Subcontractor or Supplier for the performance of parts of the Work will not relieve Contractor's obligation to Owner to perform and complete the Work in accordance with the Contract Documents.

B. Contractor shall retain specific Subcontractors and Suppliers for the performance of designated parts of the Work if required by the Contract to do so.

C. Subsequent to the submittal of Contractor's Bid or final negotiation of the terms of the Contract, Owner may not require Contractor to retain any Subcontractor or Supplier to furnish or perform any of the Work against which Contractor has reasonable objection.

D. Prior to entry into any binding subcontract or purchase order, Contractor shall submit to Owner the identity of the proposed Subcontractor or Supplier (unless Owner has already deemed such proposed Subcontractor or Supplier acceptable during the bidding process or otherwise). Such proposed Subcontractor or Supplier shall be deemed acceptable to Owner unless Owner raises a substantive, reasonable objection within 5 days.

E. Owner may require the replacement of any Subcontractor or Supplier. Owner also may require Contractor to retain specific replacements; provided, however, that Owner may not require a replacement to which Contractor has a reasonable objection. If Contractor has submitted the identity of certain Subcontractors or Suppliers for acceptance by Owner, and Owner has accepted it (either in writing or by failing to make written objection thereto), then Owner may subsequently revoke the acceptance of any such Subcontractor or Supplier so identified solely on the basis of substantive, reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor or Supplier.

F. If Owner requires the replacement of any Subcontractor or Supplier retained by Contractor to perform any part of the Work, then Contractor shall be entitled to an adjustment in Contract Price or Contract Times, with respect to the replacement; and Contractor shall initiate a Change Proposal for such adjustment within 30 days of Owner's requirement of replacement.

G. No acceptance by Owner of any such Subcontractor or Supplier, whether initially or as a replacement, will constitute a waiver of the right of Owner to the completion of the Work in accordance with the Contract Documents.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

H. On a monthly basis, Contractor shall submit to Engineer a complete list of all Subcontractors and Suppliers having a direct contract with Contractor, and of all other Subcontractors and Suppliers known to Contractor at the time of submittal.

I. Contractor shall be solely responsible for scheduling and coordinating the work of Subcontractors and Suppliers.

J. The divisions and sections of the Specifications and the identifications of any Drawings do not control Contractor in dividing the Work among Subcontractors or Suppliers, or in delineating the Work to be performed by any specific trade.

K. All Work performed for Contractor by a Subcontractor or Supplier must be pursuant to an appropriate contractual agreement that specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract for the benefit of Owner and Engineer.

L. Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor for Work performed for Contractor by the Subcontractor or Supplier.

M. Contractor shall restrict all Subcontractors and Suppliers from communicating with Engineer or Owner, except through Contractor or in case of an emergency, or as otherwise expressly allowed in this Contract.

7.08 *Patent Fees and Royalties*

A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If an invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights will be disclosed in the Contract Documents.

B. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, and its officers, directors, members, partners, employees, agents, consultants, and subcontractors, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device specified in the Contract Documents, but not identified as being subject to payment of any license fee or royalty to others required by patent rights or copyrights.

C. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

7.09 *Permits*

A. Unless otherwise provided in the Contract Documents, Contractor shall obtain and pay for all construction permits, licenses, and certificates of occupancy. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of the submission of Contractor's Bid (or when Contractor became bound under a negotiated contract). Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

7.10 *Taxes*

A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

7.11 *Laws and Regulations*

A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.

B. If Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work or other action. It is not Contractor's responsibility to make certain that the Work described in the Contract Documents is in accordance with Laws and Regulations, but this does not relieve Contractor of its obligations under Paragraph 3.03.

C. Owner or Contractor may give written notice to the other party of any changes after the submission of Contractor's Bid (or after the date when Contractor became bound under a negotiated contract) in Laws or Regulations having an effect on the cost or time of performance of the Work, including but not limited to changes in Laws or Regulations having an effect on procuring permits and on sales, use, value-added, consumption, and other similar taxes. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times resulting from such changes, then within 30 days of such written notice Contractor may submit a Change Proposal, or Owner may initiate a Claim.

7.12 *Record Documents*

A. Contractor shall maintain in a safe place at the Site one printed record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, written interpretations and clarifications, and approved Shop Drawings. Contractor shall keep such record documents in good order and annotate them to show changes made during construction. These record documents, together with all approved Samples, will be available to Engineer for reference. Upon completion of the Work, Contractor shall deliver these record documents to Engineer.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

7.13 *Safety and Protection*

A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations.

B. Contractor shall designate a qualified and experienced safety representative whose duties and responsibilities are the prevention of Work-related accidents and the maintenance and supervision of safety precautions and programs.

C. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:

1. all persons on the Site or who may be affected by the Work;

2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and

3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.

D. All damage, injury, or loss to any property referred to in Paragraph 7.13.C.2 or 7.13.C.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).

E. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection.

F. Contractor shall notify Owner; the owners of adjacent property; the owners of Underground Facilities and other utilities (if the identity of such owners is known to Contractor); and other contractors and utility owners performing work at or adjacent to the Site, in writing, when Contractor knows that prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.

G. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. Any Owner's safety programs that are applicable to the Work are identified or included in the Supplementary Conditions or Specifications.

H. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

I. Contractor's duties and responsibilities for safety and protection will continue until all the Work is completed, Engineer has issued a written notice to Owner and Contractor in accordance with Paragraph 15.06.C that the Work is acceptable, and Contractor has left the Site (except as otherwise expressly provided in connection with Substantial Completion).

J. Contractor's duties and responsibilities for safety and protection will resume whenever Contractor or any Subcontractor or Supplier returns to the Site to fulfill warranty or correction obligations, or to conduct other tasks arising from the Contract Documents.

7.14 *Hazard Communication Programs*

A. Contractor shall be responsible for coordinating any exchange of safety data sheets (formerly known as material safety data sheets) or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

7.15 *Emergencies*

A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused by an emergency, or are required as a result of Contractor's response to an emergency. If Engineer determines that a change in the Contract Documents is required because of an emergency or Contractor's response, a Work Change Directive or Change Order will be issued.

7.16 *Submittals*

A. *Shop Drawing and Sample Requirements*

1. Before submitting a Shop Drawing or Sample, Contractor shall:

a. review and coordinate the Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;

b. determine and verify:

1) all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect to the Submittal;

2) the suitability of all materials and equipment offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and

3) all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto;

c. confirm that the Submittal is complete with respect to all related data included in the Submittal.

2. Each Shop Drawing or Sample must bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that Submittal, and that Contractor approves the Submittal.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

3. With each Shop Drawing or Sample, Contractor shall give Engineer specific written notice of any variations that the Submittal may have from the requirements of the Contract Documents. This notice must be set forth in a written communication separate from the Submittal; and, in addition, in the case of a Shop Drawing by a specific notation made on the Shop Drawing itself.

B. *Submittal Procedures for Shop Drawings and Samples*: Contractor shall label and submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals.

1. *Shop Drawings*

a. Contractor shall submit the number of copies required in the Specifications.

b. Data shown on the Shop Drawings must be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide, and to enable Engineer to review the information for the limited purposes required by Paragraph 7.16.C.

2. *Samples*

a. Contractor shall submit the number of Samples required in the Specifications.

b. Contractor shall clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the Submittal for the limited purposes required by Paragraph 7.16.C.

3. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.

C. *Engineer's Review of Shop Drawings and Samples*

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the accepted Schedule of Submittals. Engineer's review and approval will be only to determine if the items covered by the Submittals will, after installation or incorporation in the Work, comply with the requirements of the Contract Documents, and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction, or to safety precautions or programs incident thereto.

3. Engineer's review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

4. Engineer's review and approval of a Shop Drawing or Sample will not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 7.16.A.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer will

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

document any such approved variation from the requirements of the Contract Documents in a Field Order or other appropriate Contract modification.

5. Engineer's review and approval of a Shop Drawing or Sample will not relieve Contractor from responsibility for complying with the requirements of Paragraphs 7.16.A and B.

6. Engineer's review and approval of a Shop Drawing or Sample, or of a variation from the requirements of the Contract Documents, will not, under any circumstances, change the Contract Times or Contract Price, unless such changes are included in a Change Order.

7. Neither Engineer's receipt, review, acceptance, or approval of a Shop Drawing or Sample will result in such item becoming a Contract Document.

8. Contractor shall perform the Work in compliance with the requirements and commitments set forth in approved Shop Drawings and Samples, subject to the provisions of Paragraph 7.16.C.4.

D. *Resubmittal Procedures for Shop Drawings and Samples*

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous Submittals.

2. Contractor shall furnish required Shop Drawing and Sample submittals with sufficient information and accuracy to obtain required approval of an item with no more than two resubmittals. Engineer will record Engineer's time for reviewing a third or subsequent resubmittal of a Shop Drawing or Sample, and Contractor shall be responsible for Engineer's charges to Owner for such time. Owner may impose a set-off against payments due Contractor to secure reimbursement for such charges.

3. If Contractor requests a change of a previously approved Shop Drawing or Sample, Contractor shall be responsible for Engineer's charges to Owner for its review time, and Owner may impose a set-off against payments due Contractor to secure reimbursement for such charges, unless the need for such change is beyond the control of Contractor.

E. *Submittals Other than Shop Drawings, Samples, and Owner-Delegated Designs*

1. The following provisions apply to all Submittals other than Shop Drawings, Samples, and Owner-delegated designs:

a. Contractor shall submit all such Submittals to the Engineer in accordance with the Schedule of Submittals and pursuant to the applicable terms of the Contract Documents.

b. Engineer will provide timely review of all such Submittals in accordance with the Schedule of Submittals and return such Submittals with a notation of either Accepted or Not Accepted. Any such Submittal that is not returned within the time established in the Schedule of Submittals will be deemed accepted.

c. Engineer's review will be only to determine if the Submittal is acceptable under the requirements of the Contract Documents as to general form and content of the Submittal.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

d. If any such Submittal is not accepted, Contractor shall confer with Engineer regarding the reason for the non-acceptance, and resubmit an acceptable document.

2. Procedures for the submittal and acceptance of the Progress Schedule, the Schedule of Submittals, and the Schedule of Values are set forth in Paragraphs 2.03. 2.04, and 2.05.

F. Owner-delegated Designs: Submittals pursuant to Owner-delegated designs are governed by the provisions of Paragraph 7.19.

7.17 *Contractor's General Warranty and Guarantee*

A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer is entitled to rely on Contractor's warranty and guarantee.

B. Owner's rights under this warranty and guarantee are in addition to, and are not limited by, Owner's rights under the correction period provisions of Paragraph 15.08. The time in which Owner may enforce its warranty and guarantee rights under this Paragraph 7.17 is limited only by applicable Laws and Regulations restricting actions to enforce such rights; provided, however, that after the end of the correction period under Paragraph 15.08:

1. Owner shall give Contractor written notice of any defective Work within 60 days of the discovery that such Work is defective; and

2. Such notice will be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim must be brought within 30 days of the notice.

C. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:

1. abuse, or improper modification, maintenance, or operation, by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or

2. normal wear and tear under normal usage.

D. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents is absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents, a release of Contractor's obligation to perform the Work in accordance with the Contract Documents, or a release of Owner's warranty and guarantee rights under this Paragraph 7.17:

1. Observations by Engineer;

2. Recommendation by Engineer or payment by Owner of any progress or final payment;

3. The issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;

4. Use or occupancy of the Work or any part thereof by Owner;

5. Any review and approval of a Shop Drawing or Sample submittal;

6. The issuance of a notice of acceptability by Engineer;

7. The end of the correction period established in Paragraph 15.08;

8. Any inspection, test, or approval by others; or

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

9. Any correction of defective Work by Owner.

E. If the Contract requires the Contractor to accept the assignment of a contract entered into by Owner, then the specific warranties, guarantees, and correction obligations contained in the assigned contract will govern with respect to Contractor's performance obligations to Owner for the Work described in the assigned contract.

7.18 *Indemnification*

A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from losses, damages, costs, and judgments (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising from third-party claims or actions relating to or resulting from the performance or furnishing of the Work, provided that any such claim, action, loss, cost, judgment or damage is attributable to bodily injury, sickness, disease, or death, or to damage to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable.

B. In any and all claims against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 7.18.A will not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

7.19 *Delegation of Professional Design Services*

A. Owner may require Contractor to provide professional design services for a portion of the Work by express delegation in the Contract Documents. Such delegation will specify the performance and design criteria that such services must satisfy, and the Submittals that Contractor must furnish to Engineer with respect to the Owner-delegated design.

B. Contractor shall cause such Owner-delegated professional design services to be provided pursuant to the professional standard of care by a properly licensed design professional, whose signature and seal must appear on all drawings, calculations, specifications, certifications, and Submittals prepared by such design professional. Such design professional must issue all certifications of design required by Laws and Regulations.

C. If a Shop Drawing or other Submittal related to the Owner-delegated design is prepared by Contractor, a Subcontractor, or others for submittal to Engineer, then such Shop Drawing or other Submittal must bear the written approval of Contractor's design professional when submitted by Contractor to Engineer.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

D. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, and approvals performed or provided by the design professionals retained or employed by Contractor under an Owner-delegated design, subject to the professional standard of care and the performance and design criteria stated in the Contract Documents.

E. Pursuant to this Paragraph 7.19, Engineer's review, approval, and other determinations regarding design drawings, calculations, specifications, certifications, and other Submittals furnished by Contractor pursuant to an Owner-delegated design will be only for the following limited purposes:

1. Checking for conformance with the requirements of this Paragraph 7.19;
2. Confirming that Contractor (through its design professionals) has used the performance and design criteria specified in the Contract Documents; and
3. Establishing that the design furnished by Contractor is consistent with the design concept expressed in the Contract Documents.

F. Contractor shall not be responsible for the adequacy of performance or design criteria specified by Owner or Engineer.

G. Contractor is not required to provide professional services in violation of applicable Laws and Regulations.

ARTICLE 8—OTHER WORK AT THE SITE

8.01 *Other Work*

A. In addition to and apart from the Work under the Contract Documents, the Owner may perform other work at or adjacent to the Site. Such other work may be performed by Owner's employees, or through contracts between the Owner and third parties. Owner may also arrange to have third-party utility owners perform work on their utilities and facilities at or adjacent to the Site.

B. If Owner performs other work at or adjacent to the Site with Owner's employees, or through contracts for such other work, then Owner shall give Contractor written notice thereof prior to starting any such other work. If Owner has advance information regarding the start of any third-party utility work that Owner has arranged to take place at or adjacent to the Site, Owner shall provide such information to Contractor.

C. Contractor shall afford proper and safe access to the Site to each contractor that performs such other work, each utility owner performing other work, and Owner, if Owner is performing other work with Owner's employees, and provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work.

D. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

E. If the proper execution or results of any part of Contractor's Work depends upon work performed by others, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

F. The provisions of this article are not applicable to work that is performed by third-party utilities or other third-party entities without a contract with Owner, or that is performed without having been arranged by Owner. If such work occurs, then any related delay, disruption, or interference incurred by Contractor is governed by the provisions of Paragraph 4.05.C.3.

8.02 *Coordination*

A. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, to perform other work at or adjacent to the Site with Owner's employees, or to arrange to have utility owners perform work at or adjacent to the Site, the following will be set forth in the Supplementary Conditions or provided to Contractor prior to the start of any such other work:

1. The identity of the individual or entity that will have authority and responsibility for coordination of the activities among the various contractors;

2. An itemization of the specific matters to be covered by such authority and responsibility; and

3. The extent of such authority and responsibilities.

B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

8.03 *Legal Relationships*

A. If, in the course of performing other work for Owner at or adjacent to the Site, the Owner's employees, any other contractor working for Owner, or any utility owner that Owner has arranged to perform work, causes damage to the Work or to the property of Contractor or its Subcontractors, or delays, disrupts, interferes with, or increases the scope or cost of the performance of the Work, through actions or inaction, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times. Contractor must submit any Change Proposal seeking an equitable adjustment in the Contract Price or the Contract Times under this paragraph within 30 days of the damaging, delaying, disrupting, or interfering event. The entitlement to, and extent of, any such equitable adjustment will take into account information (if any) regarding such other work that was provided to Contractor in the Contract Documents prior to the submittal of the Bid or the final negotiation of the terms of the Contract, and any remedies available to Contractor under Laws or Regulations concerning utility action or inaction. When applicable, any such equitable adjustment in Contract Price will be conditioned on Contractor assigning to Owner all Contractor's rights against such other contractor or utility owner with respect to the damage, delay, disruption, or interference that is the subject of the adjustment. Contractor's entitlement to an adjustment of the Contract Times or Contract Price is subject to the provisions of Paragraphs 4.05.D and 4.05.E.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

B. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site.

1. If Contractor fails to take such measures and as a result damages, delays, disrupts, or interferes with the work of any such other contractor or utility owner, then Owner may impose a set-off against payments due Contractor, and assign to such other contractor or utility owner the Owner's contractual rights against Contractor with respect to the breach of the obligations set forth in this Paragraph 8.03.B.

2. When Owner is performing other work at or adjacent to the Site with Owner's employees, Contractor shall be liable to Owner for damage to such other work, and for the reasonable direct delay, disruption, and interference costs incurred by Owner as a result of Contractor's failure to take reasonable and customary measures with respect to Owner's other work. In response to such damage, delay, disruption, or interference, Owner may impose a set-off against payments due Contractor.

C. If Contractor damages, delays, disrupts, or interferes with the work of any other contractor, or any utility owner performing other work at or adjacent to the Site, through Contractor's failure to take reasonable and customary measures to avoid such impacts, or if any claim arising out of Contractor's actions, inactions, or negligence in performance of the Work at or adjacent to the Site is made by any such other contractor or utility owner against Contractor, Owner, or Engineer, then Contractor shall (1) promptly attempt to settle the claim as to all parties through negotiations with such other contractor or utility owner, or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law, and (2) indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claims, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such damage, delay, disruption, or interference.

ARTICLE 9—OWNER'S RESPONSIBILITIES

9.01 *Communications to Contractor*

A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

9.02 *Replacement of Engineer*

A. Owner may at its discretion appoint an engineer to replace Engineer, provided Contractor makes no reasonable objection to the replacement engineer. The replacement engineer's status under the Contract Documents will be that of the former Engineer.

9.03 *Furnish Data*

A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

9.04 *Pay When Due*

A. Owner shall make payments to Contractor when they are due as provided in the Agreement.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

9.05 *Lands and Easements; Reports, Tests, and Drawings*

A. Owner's duties with respect to providing lands and easements are set forth in Paragraph 5.01.

B. Owner's duties with respect to providing engineering surveys to establish reference points are set forth in Paragraph 4.03.

C. Article 5 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of conditions at the Site, and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

9.06 *Insurance*

A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 6.

9.07 *Change Orders*

A. Owner's responsibilities with respect to Change Orders are set forth in Article 11.

9.08 *Inspections, Tests, and Approvals*

A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 14.02.B.

9.09 *Limitations on Owner's Responsibilities*

A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

9.10 *Undisclosed Hazardous Environmental Condition*

A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 5.06.

9.11 *Evidence of Financial Arrangements*

A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract (including obligations under proposed changes in the Work).

9.12 *Safety Programs*

A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed.

B. Owner shall furnish copies of any applicable Owner safety programs to Contractor.

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

ARTICLE 10—ENGINEER'S STATUS DURING CONSTRUCTION

10.01 *Owner's Representative*

A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract.

10.02 *Visits to Site*

A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe, as an experienced and qualified design professional, the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.

B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 10.07. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

10.03 *Resident Project Representative*

A. If Owner and Engineer have agreed that Engineer will furnish a Resident Project Representative to represent Engineer at the Site and assist Engineer in observing the progress and quality of the Work, then the authority and responsibilities of any such Resident Project Representative will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in the Supplementary Conditions and in Paragraph 10.07.

B. If Owner designates an individual or entity who is not Engineer's consultant, agent, or employee to represent Owner at the Site, then the responsibilities and authority of such individual or entity will be as provided in the Supplementary Conditions.

10.04 *Engineer's Authority*

A. Engineer has the authority to reject Work in accordance with Article 14.

B. Engineer's authority as to Submittals is set forth in Paragraph 7.16.

C. Engineer's authority as to design drawings, calculations, specifications, certifications and other Submittals from Contractor in response to Owner's delegation (if any) to Contractor of professional design services, is set forth in Paragraph 7.19.

D. Engineer's authority as to changes in the Work is set forth in Article 11.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

E. Engineer's authority as to Applications for Payment is set forth in Article 15.

10.05 *Determinations for Unit Price Work*

A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor as set forth in Paragraph 13.03.

10.06 *Decisions on Requirements of Contract Documents and Acceptability of Work*

A. Engineer will render decisions regarding the requirements of the Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth herein for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

10.07 *Limitations on Engineer's Authority and Responsibilities*

A. Neither Engineer's authority or responsibility under this Article 10 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer, will create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.

D. Engineer's review of the final Application for Payment and accompanying documentation, and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Contractor under Paragraph 15.06.A, will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals, that the results certified indicate compliance with the Contract Documents.

E. The limitations upon authority and responsibility set forth in this Paragraph 10.07 also apply to the Resident Project Representative, if any.

10.08 *Compliance with Safety Program*

A. While at the Site, Engineer's employees and representatives will comply with the specific applicable requirements of Owner's and Contractor's safety programs of which Engineer has been informed.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

ARTICLE 11—CHANGES TO THE CONTRACT

11.01 *Amending and Supplementing the Contract*

A. The Contract may be amended or supplemented by a Change Order, a Work Change Directive, or a Field Order.

B. If an amendment or supplement to the Contract includes a change in the Contract Price or the Contract Times, such amendment or supplement must be set forth in a Change Order.

C. All changes to the Contract that involve (1) the performance or acceptability of the Work, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, must be supported by Engineer's recommendation. Owner and Contractor may amend other terms and conditions of the Contract without the recommendation of the Engineer.

11.02 *Change Orders*

A. Owner and Contractor shall execute appropriate Change Orders covering:

1. Changes in Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;

2. Changes in Contract Price resulting from an Owner set-off, unless Contractor has duly contested such set-off;

3. Changes in the Work which are: (a) ordered by Owner pursuant to Paragraph 11.05, (b) required because of Owner's acceptance of defective Work under Paragraph 14.04 or Owner's correction of defective Work under Paragraph 14.07, or (c) agreed to by the parties, subject to the need for Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters; and

4. Changes that embody the substance of any final and binding results under: Paragraph 11.03.B, resolving the impact of a Work Change Directive; Paragraph 11.09, concerning Change Proposals; Article 12, Claims; Paragraph 13.02.D, final adjustments resulting from allowances; Paragraph 13.03.D, final adjustments relating to determination of quantities for Unit Price Work; and similar provisions.

B. If Owner or Contractor refuses to execute a Change Order that is required to be executed under the terms of Paragraph 11.02.A, it will be deemed to be of full force and effect, as if fully executed.

11.03 *Work Change Directives*

A. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the modification ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Work Change Directive's effect, if any, on the Contract Price and Contract Times; or, if negotiations are unsuccessful, by a determination under the terms of the Contract Documents governing adjustments, expressly including Paragraph 11.07 regarding change of Contract Price.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

B. If Owner has issued a Work Change Directive and:

1. Contractor believes that an adjustment in Contract Times or Contract Price is necessary, then Contractor shall submit any Change Proposal seeking such an adjustment no later than 30 days after the completion of the Work set out in the Work Change Directive.

2. Owner believes that an adjustment in Contract Times or Contract Price is necessary, then Owner shall submit any Claim seeking such an adjustment no later than 60 days after issuance of the Work Change Directive.

11.04 *Field Orders*

A. Engineer may authorize minor changes in the Work if the changes do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such changes will be accomplished by a Field Order and will be binding on Owner and also on Contractor, which shall perform the Work involved promptly.

B. If Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, then before proceeding with the Work at issue, Contractor shall submit a Change Proposal as provided herein.

11.05 *Owner-Authorized Changes in the Work*

A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work. Changes involving the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters will be supported by Engineer's recommendation.

B. Such changes in the Work may be accomplished by a Change Order, if Owner and Contractor have agreed as to the effect, if any, of the changes on Contract Times or Contract Price; or by a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved; or, in the case of a deletion in the Work, promptly cease construction activities with respect to such deleted Work. Added or revised Work must be performed under the applicable conditions of the Contract Documents.

C. Nothing in this Paragraph 11.05 obligates Contractor to undertake work that Contractor reasonably concludes cannot be performed in a manner consistent with Contractor's safety obligations under the Contract Documents or Laws and Regulations.

11.06 *Unauthorized Changes in the Work*

A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents, as amended, modified, or supplemented, except in the case of an emergency as provided in Paragraph 7.15 or in the case of uncovering Work as provided in Paragraph 14.05.C.2.

11.07 *Change of Contract Price*

A. The Contract Price may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Price must comply with the provisions of Paragraph 11.09. Any Claim for an adjustment of Contract Price must comply with the provisions of Article 12.

B. An adjustment in the Contract Price will be determined as follows:

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

1. Where the Work involved is covered by unit prices contained in the Contract Documents, then by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 13.03);
2. Where the Work involved is not covered by unit prices contained in the Contract Documents, then by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.07.C.2); or
3. Where the Work involved is not covered by unit prices contained in the Contract Documents and the parties do not reach mutual agreement to a lump sum, then on the basis of the Cost of the Work (determined as provided in Paragraph 13.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 11.07.C).

C. *Contractor's Fee*: When applicable, the Contractor's fee for overhead and profit will be determined as follows:

1. A mutually acceptable fixed fee; or
2. If a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
   a. For costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2, the Contractor's fee will be 15 percent;
   b. For costs incurred under Paragraph 13.01.B.3, the Contractor's fee will be 5 percent;
   c. Where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 11.07.C.2.a and 11.07.C.2.b is that the Contractor's fee will be based on: (1) a fee of 15 percent of the costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2 by the Subcontractor that actually performs the Work, at whatever tier, and (2) with respect to Contractor itself and to any Subcontractors of a tier higher than that of the Subcontractor that actually performs the Work, a fee of 5 percent of the amount (fee plus underlying costs incurred) attributable to the next lower tier Subcontractor; provided, however, that for any such subcontracted Work the maximum total fee to be paid by Owner will be no greater than 27 percent of the costs incurred by the Subcontractor that actually performs the Work;
   d. No fee will be payable on the basis of costs itemized under Paragraphs 13.01.B.4, 13.01.B.5, and 13.01.C;
   e. The amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in Cost of the Work will be the amount of the actual net decrease in Cost of the Work and a deduction of an additional amount equal to 5 percent of such actual net decrease in Cost of the Work; and
   f. When both additions and credits are involved in any one change or Change Proposal, the adjustment in Contractor's fee will be computed by determining the sum of the costs in each of the cost categories in Paragraph 13.01.B (specifically, payroll costs, Paragraph 13.01.B.1; incorporated materials and equipment costs, Paragraph 13.01.B.2; Subcontract costs, Paragraph 13.01.B.3; special consultants costs, Paragraph 13.01.B.4; and other costs, Paragraph 13.01.B.5) and applying to each such cost category sum the appropriate fee from Paragraphs 11.07.C.2.a through 11.07.C.2.e, inclusive.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

11.08 *Change of Contract Times*

A. The Contract Times may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Times must comply with the provisions of Paragraph 11.09. Any Claim for an adjustment in the Contract Times must comply with the provisions of Article 12.

B. Delay, disruption, and interference in the Work, and any related changes in Contract Times, are addressed in and governed by Paragraph 4.05.

11.09 *Change Proposals*

A. *Purpose and Content*: Contractor shall submit a Change Proposal to Engineer to request an adjustment in the Contract Times or Contract Price; contest an initial decision by Engineer concerning the requirements of the Contract Documents or relating to the acceptability of the Work under the Contract Documents; challenge a set-off against payment due; or seek other relief under the Contract. The Change Proposal will specify any proposed change in Contract Times or Contract Price, or other proposed relief, and explain the reason for the proposed change, with citations to any governing or applicable provisions of the Contract Documents. Each Change Proposal will address only one issue, or a set of closely related issues.

B. *Change Proposal Procedures*

1. *Submittal*: Contractor shall submit each Change Proposal to Engineer within 30 days after the start of the event giving rise thereto, or after such initial decision.

2. *Supporting Data*: The Contractor shall submit supporting data, including the proposed change in Contract Price or Contract Time (if any), to the Engineer and Owner within 15 days after the submittal of the Change Proposal.

   a. Change Proposals based on or related to delay, interruption, or interference must comply with the provisions of Paragraphs 4.05.D and 4.05.E.

   b. Change proposals related to a change of Contract Price must include full and detailed accounts of materials incorporated into the Work and labor and equipment used for the subject Work.

   The supporting data must be accompanied by a written statement that the supporting data are accurate and complete, and that any requested time or price adjustment is the entire adjustment to which Contractor believes it is entitled as a result of said event.

3. *Engineer's Initial Review*: Engineer will advise Owner regarding the Change Proposal, and consider any comments or response from Owner regarding the Change Proposal. If in its discretion Engineer concludes that additional supporting data is needed before conducting a full review and making a decision regarding the Change Proposal, then Engineer may request that Contractor submit such additional supporting data by a date specified by Engineer, prior to Engineer beginning its full review of the Change Proposal.

4. *Engineer's Full Review and Action on the Change Proposal*: Upon receipt of Contractor's supporting data (including any additional data requested by Engineer), Engineer will conduct a full review of each Change Proposal and, within 30 days after such receipt of the Contractor's supporting data, either approve the Change Proposal in whole, deny it in whole, or approve it in part and deny it in part. Such actions must be in writing, with a copy provided to Owner and Contractor. If Engineer does not take action on the Change

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

Proposal within 30 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of Engineer's inaction the Change Proposal is deemed denied, thereby commencing the time for appeal of the denial under Article 12.

5. *Binding Decision*: Engineer's decision is final and binding upon Owner and Contractor, unless Owner or Contractor appeals the decision by filing a Claim under Article 12.

C. *Resolution of Certain Change Proposals*: If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties in writing that the Engineer is unable to resolve the Change Proposal. For purposes of further resolution of such a Change Proposal, such notice will be deemed a denial, and Contractor may choose to seek resolution under the terms of Article 12.

D. *Post-Completion*: Contractor shall not submit any Change Proposals after Engineer issues a written recommendation of final payment pursuant to Paragraph 15.06.B.

11.10 *Notification to Surety*

A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

ARTICLE 12—CLAIMS

12.01 *Claims*

A. *Claims Process*: The following disputes between Owner and Contractor are subject to the Claims process set forth in this article:

1. Appeals by Owner or Contractor of Engineer's decisions regarding Change Proposals;

2. Owner demands for adjustments in the Contract Price or Contract Times, or other relief under the Contract Documents;

3. Disputes that Engineer has been unable to address because they do not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters; and

4. Subject to the waiver provisions of Paragraph 15.07, any dispute arising after Engineer has issued a written recommendation of final payment pursuant to Paragraph 15.06.B.

B. *Submittal of Claim*: The party submitting a Claim shall deliver it directly to the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto; in the case of appeals regarding Change Proposals within 30 days of the decision under appeal. The party submitting the Claim shall also furnish a copy to the Engineer, for its information only. The responsibility to substantiate a Claim rests with the party making the Claim. In the case of a Claim by Contractor seeking an increase in the Contract Times or Contract Price, Contractor shall certify that the Claim is made in good faith, that the supporting data are accurate and complete, and that to the best of Contractor's knowledge

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

and belief the amount of time or money requested accurately reflects the full amount to which Contractor is entitled.

C. *Review and Resolution*: The party receiving a Claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the Claim through the exchange of information and direct negotiations. The parties may extend the time for resolving the Claim by mutual agreement. All actions taken on a Claim will be stated in writing and submitted to the other party, with a copy to Engineer.

D. *Mediation*

1. At any time after initiation of a Claim, Owner and Contractor may mutually agree to mediation of the underlying dispute. The agreement to mediate will stay the Claim submittal and response process.

2. If Owner and Contractor agree to mediation, then after 60 days from such agreement, either Owner or Contractor may unilaterally terminate the mediation process, and the Claim submittal and decision process will resume as of the date of the termination. If the mediation proceeds but is unsuccessful in resolving the dispute, the Claim submittal and decision process will resume as of the date of the conclusion of the mediation, as determined by the mediator.

3. Owner and Contractor shall each pay one-half of the mediator's fees and costs.

E. *Partial Approval*: If the party receiving a Claim approves the Claim in part and denies it in part, such action will be final and binding unless within 30 days of such action the other party invokes the procedure set forth in Article 17 for final resolution of disputes.

F. *Denial of Claim*: If efforts to resolve a Claim are not successful, the party receiving the Claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the Claim within 90 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of the inaction, the Claim is deemed denied, thereby commencing the time for appeal of the denial. A denial of the Claim will be final and binding unless within 30 days of the denial the other party invokes the procedure set forth in Article 17 for the final resolution of disputes.

G. *Final and Binding Results*: If the parties reach a mutual agreement regarding a Claim, whether through approval of the Claim, direct negotiations, mediation, or otherwise; or if a Claim is approved in part and denied in part, or denied in full, and such actions become final and binding; then the results of the agreement or action on the Claim will be incorporated in a Change Order or other written document to the extent they affect the Contract, including the Work, the Contract Times, or the Contract Price.

ARTICLE 13—COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

13.01 *Cost of the Work*

A. *Purposes for Determination of Cost of the Work*: The term Cost of the Work means the sum of all costs necessary for the proper performance of the Work at issue, as further defined below. The provisions of this Paragraph 13.01 are used for two distinct purposes:

1. To determine Cost of the Work when Cost of the Work is a component of the Contract Price, under cost-plus-fee, time-and-materials, or other cost-based terms; or

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

2. When needed to determine the value of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price. When the value of any such adjustment is determined on the basis of Cost of the Work, Contractor is entitled only to those additional or incremental costs required because of the change in the Work or because of the event giving rise to the adjustment.

B. *Costs Included*: Except as otherwise may be agreed to in writing by Owner, costs included in the Cost of the Work will be in amounts no higher than those commonly incurred in the locality of the Project, will not include any of the costs itemized in Paragraph 13.01.C, and will include only the following items:

1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor in advance of the subject Work. Such employees include, without limitation, superintendents, foremen, safety managers, safety representatives, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work will be apportioned on the basis of their time spent on the Work. Payroll costs include, but are not limited to, salaries and wages plus the cost of fringe benefits, which include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, sick leave, and vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, will be included in the above to the extent authorized by Owner.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts will accrue to Owner. All trade discounts, rebates, and refunds and returns from sale of surplus materials and equipment will accrue to Owner, and Contractor shall make provisions so that they may be obtained.

3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, which will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee will be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 13.01.

4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed or retained for services specifically related to the Work.

5. Other costs consisting of the following:

a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.

b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, which are

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.

1) In establishing included costs for materials such as scaffolding, plating, or sheeting, consideration will be given to the actual or the estimated life of the material for use on other projects; or rental rates may be established on the basis of purchase or salvage value of such items, whichever is less. Contractor will not be eligible for compensation for such items in an amount that exceeds the purchase cost of such item.

c. *Construction Equipment Rental*

1) Rentals of all construction equipment and machinery, and the parts thereof, in accordance with rental agreements approved by Owner as to price (including any surcharge or special rates applicable to overtime use of the construction equipment or machinery), and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs will be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts must cease when the use thereof is no longer necessary for the Work.

2) Costs for equipment and machinery owned by Contractor or a Contractor-related entity will be paid at a rate shown for such equipment in the equipment rental rate book specified in the Supplementary Conditions. An hourly rate will be computed by dividing the monthly rates by 176. These computed rates will include all operating costs.

3) With respect to Work that is the result of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price ("changed Work"), included costs will be based on the time the equipment or machinery is in use on the changed Work and the costs of transportation, loading, unloading, assembly, dismantling, and removal when directly attributable to the changed Work. The cost of any such equipment or machinery, or parts thereof, must cease to accrue when the use thereof is no longer necessary for the changed Work.

d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.

e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.

f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of builder's risk or other property insurance established in accordance with Paragraph 6.04), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses will be included in the Cost of the Work for the purpose of determining Contractor's fee.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

g. The cost of utilities, fuel, and sanitary facilities at the Site.

h. Minor expenses such as communication service at the Site, express and courier services, and similar petty cash items in connection with the Work.

i. The costs of premiums for all bonds and insurance that Contractor is required by the Contract Documents to purchase and maintain.

C. *Costs Excluded*: The term Cost of the Work does not include any of the following items:

1. Payroll costs and other compensation of Contractor's officers, executives, principals, general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, 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. The cost of purchasing, renting, or furnishing small tools and hand tools.

3. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.

4. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.

5. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.

6. Expenses incurred in preparing and advancing Claims.

7. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 13.01.B.

D. *Contractor's Fee*

1. When the Work as a whole is performed on the basis of cost-plus-a-fee, then:

a. Contractor's fee for the Work set forth in the Contract Documents as of the Effective Date of the Contract will be determined as set forth in the Agreement.

b. for any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price on the basis of Cost of the Work, Contractor's fee will be determined as follows:

1) When the fee for the Work as a whole is a percentage of the Cost of the Work, the fee will automatically adjust as the Cost of the Work changes.

2) When the fee for the Work as a whole is a fixed fee, the fee for any additions or deletions will be determined in accordance with Paragraph 11.07.C.2.

2. When the Work as a whole is performed on the basis of a stipulated sum, or any other basis other than cost-plus-a-fee, then Contractor's fee for any Work covered by a Change

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price on the basis of Cost of the Work will be determined in accordance with Paragraph 11.07.C.2.

E. *Documentation and Audit*: Whenever the Cost of the Work for any purpose is to be determined pursuant to this Article 13, Contractor and pertinent Subcontractors will establish and maintain records of the costs in accordance with generally accepted accounting practices. Subject to prior written notice, Owner will be afforded reasonable access, during normal business hours, to all Contractor's accounts, records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda, and similar data relating to the Cost of the Work and Contractor's fee. Contractor shall preserve all such documents for a period of three years after the final payment by Owner. Pertinent Subcontractors will afford such access to Owner, and preserve such documents, to the same extent required of Contractor.

13.02 *Allowances*

A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.

B. *Cash Allowances*: Contractor agrees that:

1. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and

2. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment for any of the foregoing will be valid.

C. *Owner's Contingency Allowance*: Contractor agrees that an Owner's contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.

D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor for Work covered by allowances, and the Contract Price will be correspondingly adjusted.

13.03 *Unit Price Work*

A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.

B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Payments to Contractor for Unit Price Work will be based on actual quantities.

C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.

D. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, and the final adjustment of Contract Price will be set forth in a Change Order, subject to the provisions of the following paragraph.

E. *Adjustments in Unit Price*

1. Contractor or Owner shall be entitled to an adjustment in the unit price with respect to an item of Unit Price Work if:

a. the quantity of the item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and

b. Contractor's unit costs to perform the item of Unit Price Work have changed materially and significantly as a result of the quantity change.

2. The adjustment in unit price will account for and be coordinated with any related changes in quantities of other items of Work, and in Contractor's costs to perform such other Work, such that the resulting overall change in Contract Price is equitable to Owner and Contractor.

3. Adjusted unit prices will apply to all units of that item.

ARTICLE 14—TESTS AND INSPECTIONS; CORRECTION, REMOVAL, OR ACCEPTANCE OF DEFECTIVE WORK

14.01 *Access to Work*

A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and authorities having jurisdiction have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply with such procedures and programs as applicable.

14.02 *Tests, Inspections, and Approvals*

A. Contractor shall give Engineer timely notice of readiness of the Work (or specific parts thereof) for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.

B. Owner shall retain and pay for the services of an independent inspector, testing laboratory, or other qualified individual or entity to perform all inspections and tests expressly required by the Contract Documents to be furnished and paid for by Owner, except that costs incurred in connection with tests or inspections of covered Work will be governed by the provisions of Paragraph 14.05.

C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

D. Contractor shall be responsible for arranging, obtaining, and paying for all inspections and tests required:

1. by the Contract Documents, unless the Contract Documents expressly allocate responsibility for a specific inspection or test to Owner;
2. to attain Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work;
3. by manufacturers of equipment furnished under the Contract Documents;
4. for testing, adjusting, and balancing of mechanical, electrical, and other equipment to be incorporated into the Work; and
5. for acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work.

Such inspections and tests will be performed by independent inspectors, testing laboratories, or other qualified individuals or entities acceptable to Owner and Engineer.

E. If the Contract Documents require the Work (or part thereof) to be approved by Owner, Engineer, or another designated individual or entity, then Contractor shall assume full responsibility for arranging and obtaining such approvals.

F. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation. Such uncovering will be at Contractor's expense unless Contractor had given Engineer timely notice of Contractor's intention to cover the same and Engineer had not acted with reasonable promptness in response to such notice.

14.03 *Defective Work*

A. *Contractor's Obligation*: It is Contractor's obligation to assure that the Work is not defective.

B. *Engineer's Authority*: Engineer has the authority to determine whether Work is defective, and to reject defective Work.

C. *Notice of Defects*: Prompt written notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.

D. *Correction, or Removal and Replacement*: Promptly after receipt of written notice of defective Work, Contractor shall correct all such defective Work, whether or not fabricated, installed, or completed, or, if Engineer has rejected the defective Work, remove it from the Project and replace it with Work that is not defective.

E. *Preservation of Warranties*: When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.

F. *Costs and Damages*: In addition to its correction, removal, and replacement obligations with respect to defective Work, Contractor shall pay all claims, costs, losses, and damages arising out of or relating to defective Work, including but not limited to the cost of the inspection, testing, correction, removal, replacement, or reconstruction of such defective Work, fines levied against Owner by governmental authorities because the Work is defective, and the costs of repair or replacement of work of others resulting from defective Work. Prior to final payment, if Owner and Contractor are unable to agree as to the measure of such claims, costs,

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

losses, and damages resulting from defective Work, then Owner may impose a reasonable set-off against payments due under Article 15.

14.04 *Acceptance of Defective Work*

A. If, instead of requiring correction or removal and replacement of defective Work, Owner prefers to accept it, Owner may do so (subject, if such acceptance occurs prior to final payment, to Engineer's confirmation that such acceptance is in general accord with the design intent and applicable engineering principles, and will not endanger public safety). Contractor shall pay all claims, costs, losses, and damages attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness), and for the diminished value of the Work to the extent not otherwise paid by Contractor. If any such acceptance occurs prior to final payment, the necessary revisions in the Contract Documents with respect to the Work will be incorporated in a Change Order. If the parties are unable to agree as to the decrease in the Contract Price, reflecting the diminished value of Work so accepted, then Owner may impose a reasonable set-off against payments due under Article 15. If the acceptance of defective Work occurs after final payment, Contractor shall pay an appropriate amount to Owner.

14.05 *Uncovering Work*

A. Engineer has the authority to require additional inspection or testing of the Work, whether or not the Work is fabricated, installed, or completed.

B. If any Work is covered contrary to the written request of Engineer, then Contractor shall, if requested by Engineer, uncover such Work for Engineer's observation, and then replace the covering, all at Contractor's expense.

C. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, then Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, and provide all necessary labor, material, and equipment.

1. If it is found that the uncovered Work is defective, Contractor shall be responsible for all claims, costs, losses, and damages arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and pending Contractor's full discharge of this responsibility the Owner shall be entitled to impose a reasonable set-off against payments due under Article 15.

2. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, then Contractor may submit a Change Proposal within 30 days of the determination that the Work is not defective.

14.06 *Owner May Stop the Work*

A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order Contractor to stop the Work,

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work will not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

14.07 *Owner May Correct Defective Work*

A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace defective Work as required by Engineer, then Owner may, after 7 days' written notice to Contractor, correct or remedy any such deficiency.

B. In exercising the rights and remedies under this Paragraph 14.07, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this paragraph.

C. All claims, costs, losses, and damages incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 14.07 will be charged against Contractor as set-offs against payments due under Article 15. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.

D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 14.07.

ARTICLE 15—PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD

15.01 *Progress Payments*

A. *Basis for Progress Payments*: The Schedule of Values established as provided in Article 2 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments for Unit Price Work will be based on the number of units completed during the pay period, as determined under the provisions of Paragraph 13.03. Progress payments for cost-based Work will be based on Cost of the Work completed by Contractor during the pay period.

B. *Applications for Payments*

1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents.

2. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment must also be accompanied by: (a) a bill of sale, invoice, copies of subcontract or purchase order payments, or other documentation

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

establishing full payment by Contractor for the materials and equipment; (b) at Owner's request, documentation warranting that Owner has received the materials and equipment free and clear of all Liens; and (c) evidence that the materials and equipment are covered by appropriate property insurance, a warehouse bond, or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.

3. Beginning with the second Application for Payment, each Application must include an affidavit of Contractor stating that all previous progress payments received by Contractor have been applied to discharge Contractor's legitimate obligations associated with prior Applications for Payment.

4. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

C. *Review of Applications*

1. Engineer will, within 10 days after receipt of each Application for Payment, including each resubmittal, either indicate in writing a recommendation of payment and present the Application to Owner, or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.

2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:

   a. the Work has progressed to the point indicated;

   b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 13.03, and any other qualifications stated in the recommendation); and

   c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.

3. By recommending any such payment Engineer will not thereby be deemed to have represented that:

   a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract; or

   b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:
    a. to supervise, direct, or control the Work;
    b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto;
    c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work;
    d. to make any examination to ascertain how or for what purposes Contractor has used the money paid by Owner; or
    e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.
5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 15.01.C.2.
6. Engineer will recommend reductions in payment (set-offs) necessary in Engineer's opinion to protect Owner from loss because:
    a. the Work is defective, requiring correction or replacement;
    b. the Contract Price has been reduced by Change Orders;
    c. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
    d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible; or
    e. Engineer has actual knowledge of the occurrence of any of the events that would constitute a default by Contractor and therefore justify termination for cause under the Contract Documents.

D. *Payment Becomes Due*

1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended (subject to any Owner set-offs) will become due, and when due will be paid by Owner to Contractor.

E. *Reductions in Payment by Owner*

1. In addition to any reductions in payment (set-offs) recommended by Engineer, Owner is entitled to impose a set-off against payment based on any of the following:
    a. Claims have been made against Owner based on Contractor's conduct in the performance or furnishing of the Work, or Owner has incurred costs, losses, or damages resulting from Contractor's conduct in the performance or furnishing of the Work, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, non-compliance with Laws and Regulations, and patent infringement;

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

b. Contractor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Site;

c. Contractor has failed to provide and maintain required bonds or insurance;

d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;

e. Owner has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;

f. The Work is defective, requiring correction or replacement;

g. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;

h. The Contract Price has been reduced by Change Orders;

i. An event has occurred that would constitute a default by Contractor and therefore justify a termination for cause;

j. Liquidated or other damages have accrued as a result of Contractor's failure to achieve Milestones, Substantial Completion, or final completion of the Work;

k. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens; or

l. Other items entitle Owner to a set-off against the amount recommended.

2. If Owner imposes any set-off against payment, whether based on its own knowledge or on the written recommendations of Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and the specific amount of the reduction, and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, if Contractor remedies the reasons for such action. The reduction imposed will be binding on Contractor unless it duly submits a Change Proposal contesting the reduction.

3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld will be treated as an amount due as determined by Paragraph 15.01.D.1 and subject to interest as provided in the Agreement.

15.02 *Contractor's Warranty of Title*

A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all Liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than 7 days after the time of payment by Owner.

15.03 *Substantial Completion*

A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete and request that Engineer issue a certificate of Substantial Completion. Contractor shall at the same time

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.

B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.

C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a preliminary certificate of Substantial Completion which will fix the date of Substantial Completion. Engineer shall attach to the certificate a punch list of items to be completed or corrected before final payment. Owner shall have 7 days after receipt of the preliminary certificate during which to make written objection to Engineer as to any provisions of the certificate or attached punch list. If, after considering the objections to the provisions of the preliminary certificate, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the preliminary certificate to Owner, notify Contractor in writing that the Work is not substantially complete, stating the reasons therefor. If Owner does not object to the provisions of the certificate, or if despite consideration of Owner's objections Engineer concludes that the Work is substantially complete, then Engineer will, within said 14 days, execute and deliver to Owner and Contractor a final certificate of Substantial Completion (with a revised punch list of items to be completed or corrected) reflecting such changes from the preliminary certificate as Engineer believes justified after consideration of any objections from Owner.

D. At the time of receipt of the preliminary certificate of Substantial Completion, Owner and Contractor will confer regarding Owner's use or occupancy of the Work following Substantial Completion, review the builder's risk insurance policy with respect to the end of the builder's risk coverage, and confirm the transition to coverage of the Work under a permanent property insurance policy held by Owner. Unless Owner and Contractor agree otherwise in writing, Owner shall bear responsibility for security, operation, protection of the Work, property insurance, maintenance, heat, and utilities upon Owner's use or occupancy of the Work.

E. After Substantial Completion the Contractor shall promptly begin work on the punch list of items to be completed or corrected prior to final payment. In appropriate cases Contractor may submit monthly Applications for Payment for completed punch list items, following the progress payment procedures set forth above.

F. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the punch list.

15.04 *Partial Use or Occupancy*

A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:

1. At any time, Owner may request in writing that Contractor permit Owner to use or occupy any such part of the Work that Owner believes to be substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 15.03.A through 15.03.E for that part of the Work.
2. At any time, Contractor may notify Owner and Engineer in writing that Contractor considers any such part of the Work substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.
3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 15.03 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.
4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 6.04 regarding builder's risk or other property insurance.

15.05 *Final Inspection*

A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work, or agreed portion thereof, is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

15.06 *Final Payment*

A. *Application for Payment*

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents (as provided in Paragraph 7.12), and other documents, Contractor may make application for final payment.
2. The final Application for Payment must be accompanied (except as previously delivered) by:
    a. all documentation called for in the Contract Documents;
    b. consent of the surety, if any, to final payment;
    c. satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any Liens or other title defects, or will so pass upon final payment.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

d. a list of all duly pending Change Proposals and Claims; and

e. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of the Work, and of Liens filed in connection with the Work.

3. In lieu of the releases or waivers of Liens specified in Paragraph 15.06.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (a) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (b) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien, or Owner at its option may issue joint checks payable to Contractor and specified Subcontractors and Suppliers.

B. *Engineer's Review of Final Application and Recommendation of Payment*: If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract have been fulfilled, Engineer will, within 10 days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of final payment and present the final Application for Payment to Owner for payment. Such recommendation will account for any set-offs against payment that are necessary in Engineer's opinion to protect Owner from loss for the reasons stated above with respect to progress payments. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

C. *Notice of Acceptability*: In support of its recommendation of payment of the final Application for Payment, Engineer will also give written notice to Owner and Contractor that the Work is acceptable, subject to stated limitations in the notice and to the provisions of Paragraph 15.07.

D. *Completion of Work*: The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment and issuance of notice of the acceptability of the Work.

E. *Final Payment Becomes Due*: Upon receipt from Engineer of the final Application for Payment and accompanying documentation, Owner shall set off against the amount recommended by Engineer for final payment any further sum to which Owner is entitled, including but not limited to set-offs for liquidated damages and set-offs allowed under the provisions of this Contract with respect to progress payments. Owner shall pay the resulting balance due to Contractor within 30 days of Owner's receipt of the final Application for Payment from Engineer.

15.07 *Waiver of Claims*

A. By making final payment, Owner waives its claim or right to liquidated damages or other damages for late completion by Contractor, except as set forth in an outstanding Claim,

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

appeal under the provisions of Article 17, set-off, or express reservation of rights by Owner. Owner reserves all other claims or rights after final payment.

B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted as a Claim, or appealed under the provisions of Article 17.

15.08 *Correction Period*

A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the Supplementary Conditions or the terms of any applicable special guarantee required by the Contract Documents), Owner gives Contractor written notice that any Work has been found to be defective, or that Contractor's repair of any damages to the Site or adjacent areas has been found to be defective, then after receipt of such notice of defect Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:

1. correct the defective repairs to the Site or such adjacent areas;
2. correct such defective Work;
3. remove the defective Work from the Project and replace it with Work that is not defective, if the defective Work has been rejected by Owner, and
4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others, or to other land or areas resulting from the corrective measures.

B. Owner shall give any such notice of defect within 60 days of the discovery that such Work or repairs is defective. If such notice is given within such 60 days but after the end of the correction period, the notice will be deemed a notice of defective Work under Paragraph 7.17.B.

C. If, after receipt of a notice of defect within 60 days and within the correction period, Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. Contractor shall pay all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others). Contractor's failure to pay such costs, losses, and damages within 10 days of invoice from Owner will be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim must be brought within 30 days of the failure to pay.

D. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.

E. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

F. Contractor's obligations under this paragraph are in addition to all other obligations and warranties. The provisions of this paragraph are not to be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

ARTICLE 16—SUSPENSION OF WORK AND TERMINATION

16.01 *Owner May Suspend Work*

A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by written notice to Contractor and Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or an extension of the Contract Times directly attributable to any such suspension. Any Change Proposal seeking such adjustments must be submitted no later than 30 days after the date fixed for resumption of Work.

16.02 *Owner May Terminate for Cause*

A. The occurrence of any one or more of the following events will constitute a default by Contractor and justify termination for cause:

1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment, or failure to adhere to the Progress Schedule);

2. Failure of Contractor to perform or otherwise to comply with a material term of the Contract Documents;

3. Contractor's disregard of Laws or Regulations of any public body having jurisdiction; or

4. Contractor's repeated disregard of the authority of Owner or Engineer.

B. If one or more of the events identified in Paragraph 16.02.A occurs, then after giving Contractor (and any surety) 10 days' written notice that Owner is considering a declaration that Contractor is in default and termination of the Contract, Owner may proceed to:

1. declare Contractor to be in default, and give Contractor (and any surety) written notice that the Contract is terminated; and

2. enforce the rights available to Owner under any applicable performance bond.

C. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.

D. Owner may not proceed with termination of the Contract under Paragraph 16.02.B if Contractor within 7 days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.

E. If Owner proceeds as provided in Paragraph 16.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds the cost to complete the Work, including all related claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects,

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

attorneys, and other professionals) sustained by Owner, such excess will be paid to Contractor. If the cost to complete the Work including such related claims, costs, losses, and damages exceeds such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this paragraph, Owner shall not be required to obtain the lowest price for the Work performed.

F. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue, or any rights or remedies of Owner against Contractor or any surety under any payment bond or performance bond. Any retention or payment of money due Contractor by Owner will not release Contractor from liability.

G. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 6.01.A, the provisions of that bond will govern over any inconsistent provisions of Paragraphs 16.02.B and 16.02.D.

16.03 *Owner May Terminate for Convenience*

A. Upon 7 days' written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):

1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;

2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and

3. other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.

B. Contractor shall not be paid for any loss of anticipated profits or revenue, post-termination overhead costs, or other economic loss arising out of or resulting from such termination.

16.04 *Contractor May Stop Work or Terminate*

A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (3) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon 7 days' written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the contract and recover from Owner payment on the same terms as provided in Paragraph 16.03.

B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, 7 days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

provisions of this paragraph are not intended to preclude Contractor from submitting a Change Proposal for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this paragraph.

ARTICLE 17—FINAL RESOLUTION OF DISPUTES

17.01 *Methods and Procedures*

A. *Disputes Subject to Final Resolution*: The following disputed matters are subject to final resolution under the provisions of this article:

1. A timely appeal of an approval in part and denial in part of a Claim, or of a denial in full, pursuant to Article 12; and
2. Disputes between Owner and Contractor concerning the Work, or obligations under the Contract Documents, that arise after final payment has been made.

B. *Final Resolution of Disputes*: For any dispute subject to resolution under this article, Owner or Contractor may:

1. elect in writing to invoke the dispute resolution process provided for in the Supplementary Conditions;
2. agree with the other party to submit the dispute to another dispute resolution process; or
3. if no dispute resolution process is provided for in the Supplementary Conditions or mutually agreed to, give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction.

ARTICLE 18—MISCELLANEOUS

18.01 *Giving Notice*

A. Whenever any provision of the Contract requires the giving of written notice to Owner, Engineer, or Contractor, it will be deemed to have been validly given only if delivered:

1. in person, by a commercial courier service or otherwise, to the recipient's place of business;
2. by registered or certified mail, postage prepaid, to the recipient's place of business; or
3. by e-mail to the recipient, with the words "Formal Notice" or similar in the e-mail's subject line.

18.02 *Computation of Times*

A. When any period of time is referred to in the Contract by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

18.03 *Cumulative Remedies*

A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract. The provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

18.04 *Limitation of Damages*

A. With respect to any and all Change Proposals, Claims, disputes subject to final resolution, and other matters at issue, neither Owner nor Engineer, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

18.05 *No Waiver*

A. A party's non-enforcement of any provision will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remainder of this Contract.

18.06 *Survival of Obligations*

A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and acceptance of the Work or termination of the Contract or of the services of Contractor.

18.07 *Controlling Law*

A. This Contract is to be governed by the law of the state in which the Project is located.

18.08 *Assignment of Contract*

A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party to this Contract of any rights under or interests in the Contract will be binding on the other party without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract.

18.09 *Successors and Assigns*

A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

18.10 *Headings*

A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

SECTION 00 70 50
RELEASE OF ALL CLAIMS

STATE OF _____

COUNTY OF _____

CITY OF _____

KNOW ALL MEN BY THESE PRESENTS, that the sum of:_____ Dollars ($_____) set out in the accompanying Estimate Statement No. _____ Final, the receipt of which is hereby acknowledged, is accepted as full and complete payment for all work done, materials furnished, and damages or claims arising under the City of Holly Hill Contract entitled _____.

WITNESSES:

_____

_____

_____
Contractor

Title:_____

(SEAL)

Taken, sworn, and subscribed to before me this _____day of _____, 20___.

_____
Notary Public Signature

_____
Notary Public (Print or Type)

(SEAL)

My commission Expires:_____

END OF SECTION

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

SECTION 00800
SUPPLEMENTARY CONDITIONS

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract (NSPE/ACEC Document No. C-700, 2018 edition) and other provisions of the Contract Documents as indicated below. All provisions which are not so amended or supplemented remain in full force and effect.

SC-1.01A.42 Delete the definition of *Substantial Completion* and insert the following in its place:

42. *Substantial Completion* - The Work (or a specified part thereof) has progressed to the point where, in the opinion of the Engineer as evidenced by Engineer's definitive Certificate of Substantial Completion, it is sufficiently complete, in accordance with the Contract Documents and that all conditions precedent to Substantial Completion have been met in accordance with the Contract Documents, so that the Work (or specified part) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to any Work refer to Substantial Completion thereof.

Add the following definitions at the end of Article 1 - definitions of the Standard General Conditions of the Construction Contract:

SC-1.01.A.51 Compensable Delay - Any delay beyond the control and without the fault or negligence of the Contractor resulting from Owner-caused changes in the Work, differing site conditions, suspensions of the Work, or termination for convenience by the Owner.

SC-1.01.A.52 Correction Period - The time during which the Contractor must correct defective Work or remove defective Work from the site and replace it with non-defective Work, all at no cost to the Owner, pursuant to paragraph 14.03 of the General Conditions, as supplemented.

SC-1.01A.53 Final Completion - The date upon which final payment is due to be paid by Owner to Contractor.

SC-1.01A.54 Excusable Delay - Any delay beyond the control and without the fault or negligence of the Contractor, the Owner, or any other Contractor caused by events or circumstances such as, but not limited to, acts of God or of the public enemy, acts of interveners, acts of the government, fires, floods, epidemics, quarantine restrictions, freight embargoes, and hurricanes, tornadoes, or new sink holes. Labor disputes and above average rainfall shall give rise only to Inexcusable Delays.

SC-1.01A.55 Float or Slack Time - The time available in the progress schedule during which an unexpected activity can be completed without delaying the Substantial Completion of the Work.

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

SC-1.01A.56 Initiation of Operation - The date when the Owner actually begins to use the entire Work for the purposes for which it was planned, designed and built, thus commences the Correction Period. The Owner shall not be deemed to have accepted the Work until Initiation of Operation.

SC-1.01A.57 Modification - (a) A written amendment of the Contract Documents signed by both parties, (b) a Change Order, or (c) a Field Order. A modification may be issued after the Effective Date of the Agreement.

SC-1.01A.58 Inexcusable Delay - Any delay caused either (i) by events or circumstances within the control of the Contractor, such as inadequate crewing, slow submittals, etc., which might have been avoided by the exercise of care, prudence, foresight, or diligence on the part of the Contractor, (ii) by weather conditions (other than hurricanes and tornadoes) or (iii) labor disputes.

SC-1.01A.59 Non-Prejudicial Delay - Any delay impacting a portion of the Work within the available total Float or Slack Time, as that term is used in Section 01 31 00: Progress Schedules, and not necessarily preventing completion of the Work within the Contract Time.

SC-1.01A.60 Prejudicial Delay - Any Excusable or Compensable Delay impacting the Work and exceeding the total Float Time available in the progress schedule, thus preventing completion of the Work within the Contract Time unless the Work is accelerated.

SC-1.01A.61 Preoperational Testing (Check-Out-Testing) - All field inspections, installation checks, water tests, performance tests, and necessary corrections required of the Contractor as a condition or conditions to achieving Substantial Completion to demonstrate to the Owner and Engineer that individual components of the Work have been properly constructed and operate in accordance with the Contract Documents for their intended purposes.

SC-1.01A.62 Start-Up Testing (Demonstration Testing) - A predefined trial period required as a condition to Initiation of Operation during which Contractor is to operate the entire Work (or any part thereof agreed to by the Owner) under actual and simulated operating conditions for the purpose (i) of making such minor adjustments and changes to the Work as may be necessary for the Work to comply with the Contact Documents and (ii) of complying with the final test requirements in the Contract Documents."

SC-2.02 Modify paragraph 2.02A of the General Conditions:

A. Owner shall furnish Contractor one portable document format (PDF) copy of contract.

SC-3.03 Add the following immediately after paragraph 3.03 A.3. of the Standard General Conditions:

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

A. The Contractor shall not take advantage of any apparent error or omissions which may be found in the Drawings or Specifications, and the Engineer shall be entitled to make such corrections therein and interpretations thereof as may be deemed necessary for the fulfillment of their intent. The Contractor shall be responsible for all errors in construction which could have been avoided by such examination and notification and shall correct, at its own expense, all Work improperly constructed through failure to notify the Engineer and request specific instructions.

SC-3.03 Add the following immediately after paragraph 3.03B:

C. Order of Precedence of Contract Documents:

1. In resolving differences resulting from conflicts, errors or discrepancies in any of the following Contract Documents, the order of precedence shall be as follows:

   a. Permits
   b. Change Orders
   c. Contract Agreement
   d. Specification
   e. Drawings

2. Within the Specifications, the order of precedence is as follows:

   a. Addenda
   b. Notice to Bidders
   c. Instructions to Bidders
   d. Supplementary General Conditions
   e. General Conditions
   f. Division 1, General Requirements
   g. Technical Specifications
   h. Referenced Standard Specifications

3. With reference to the Drawings, the order of precedence is as follows:

   a. Figures govern over scaled dimensions
   b. Detail drawings govern over general drawings
   c. Change order drawings govern over contract drawings
   d. Contract drawings govern over standard or shop drawings

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

SC-4.01 Delete paragraph 4.01 of the General Conditions in its entirety and insert the following in its place.

A. A "Notice to Proceed" may be given to the Contractor at any time after the Effective date of the Agreement. The Contract Time will commence to run on the day indicated in the Notice to Proceed. In no event will the Contract Time commence to run later than the sixtieth (60th) day after the Effective Date of the Agreement.

SC-5.04 Change the first sentence in the paragraph to "Then Contractor shall, within three (3) days after becoming aware thereof..."

SC-5.06 Add a new paragraph immediately after paragraph 5.06 K of the Standard General Conditions which is to read as following:

L. No claim of the Contractor under paragraphs 5.03, 5.05 and 5.06 shall be allowed unless, (1) the Contractor has given the notice required in sub-paragraph 5.06E, and (2) within thirty (30) days (but before final payment) after the Contractor has given written notice, the Contractor submits to the Owner a detailed claim setting forth the Contractor's right to an increase in the Contract Price or extension of the Contract Time as provided in Articles 11 and 13 of the Standard General Conditions.

SC-6.01 Add a new paragraph immediately after paragraph 6.01 C of the Standard General Conditions which is to read as follows:

1. The following requirements shall be met by all surety companies furnishing bid, performance, payment or other type of Bonds:

a. The Surety shall be rated as "A" or better as to General Policyholders Rating and Class X or better as to Financial Category by Best's Key Rating Guide, published by Alfred M. Best Company, Inc., 75 Fulton Street, New York, New York, 10038.

All Surety Companies are subject to approval and may be rejected by the Owner without cause.

2. Limitations: Bonding limits or bonding capacity refers to the limit or amount of Bond acceptable on any one (1) risk.

a. The bonding limit of the Surety shall not exceed ten percent

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

(10%) of the policyholder surplus (capital and surplus) as listed by the aforementioned Best's Key Rating Guide, on any one risk (penalty or amount of any one bond).

3. Requirements:

a. Policyholders surplus is required to be five (5) times the amount of any one bond.

b. The Agent countersigning the bond shall be resident in the County where the Project is located and/or other counties that are acceptable to the Owner.

SC-6.01 Add a new paragraph immediately after paragraph 6.01 H of the Standard General Conditions which read as follows:

I. Contractor shall pay Owner all losses, damages, expenses, costs, and attorney's fees, including but not limited to any appellate proceedings, which the Owner sustains because of default by the Contractor under the contract.

SC-7.02 Add the following sub-paragraphs immediately after paragraph 7.02 B of the Standard General Conditions which are to read as follow:

C. The Owner reserves the right to review and approve the resident superintendent.

SC-7.03 Add the following sub-paragraphs immediately after paragraph 7.03C of the Standard General Conditions which are to read as follow:

D. Maintenance work may be performed during hours other than regular working hours. Regular working hours are defined as daylight hours between one-half hour after sunrise to one-half hour before sunset. Requests to Work during other regular working hours must be submitted to the Owner at least seventy-two (72) hours in advance of the period proposed for such irregular working hours and shall set forth the proposed schedule for such hours to give the Owner ample time to arrange for its personnel to be at the site of the Work.

E. The Owner will pay for charges of Engineer and construction observation performed during regular working hours. The Contractor shall pay for additional engineering and construction observations charges required during irregular hours which may be authorized under the provisions of paragraph SC-7.03D. The rate paid to the Owner by the Contractor for additional engineering and construction observation changes shall be in accordance with the existing Contract between the Owner and Engineer.

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

F. The Contractor shall also pay for the costs of additional engineering charges and construction observation required during the correction of defective Work. Such additional costs incurred during irregular working hours and during the correction of defective Work, shall be a subsidiary obligation of the Contractor and no extra payment shall be made by the Owner on account of such Work.

SC-7.07E. Revise 2nd to last sentence of paragraph to "If Contractor has submitted the identity of certain Subcontractors or Suppliers for acceptance by Owner, and Owner has accepted it (either in writing or by failing to make written objection thereto within 45 days of identification submission), then Owner may subsequently revoke the acceptance of any such Subcontractor or Supplier so identified solely on the basis of substantive, reasonable objection after due investigation."

SC-7.13 Add the following paragraphs immediately following paragraph 7.13J.

K. The Engineer is not responsible for the safety of any person on the jobsite other than the Engineer's own employees. The Engineer has no authority to exercise any control over any construction Contractor or other entity or their employees in connection with their work or any health or safety precautions. The Owner agrees that the Contractor is solely responsible for jobsite safety and warrants that this intent shall be made evident in the Owner's agreement with the Contractor. The Owner agrees that the Engineer shall be entitled to indemnification from the Contractor for any loss incurred by the Engineer arising out of any claim brought by any person or personal injuries sustained on the jobsite and warrants that this intent shall be made evident in the Owner's agreement with the Contractor. The Engineer shall be made an additional insured under the Contractor's general liability insurance policy for personal injuries to any person sustained on the jobsite.

SC-8.02 Add the following paragraphs immediately following paragraph 8.02B:

C. The Contractor shall cooperate with all other Contractors who may be performing Work on behalf of the Owner in the vicinity of the Work to be done under this contract, and he shall conduct his operation as to interfere to the least possible extent with the Work of such Contractor.

D. If the Work is delayed because of any acts of omissions of any other Contractor, the Contractor shall have no claim against the Owner on that account.

SC-15.01D This section is hereby deleted. The requirements of Florida Statute 218.735 of the Florida Prompt Payment Act shall apply.

SC-15.08 Add the following new sub-paragraph immediately after sub-paragraph 15.08A.4:

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

5. When deemed necessary by Owner, Contractor shall furnish and install at no cost to Owner, such temporary equipment and material necessary to maintain functionality of the Work while defective Work is being corrected or replaced.

SC-15.08 Add the following new paragraphs immediately after paragraph 15.08F:

G. Subject to adjustments as described in sub-paragraph 15.08H, the period during which the Contractor must correct defective Work or remove it from the site and replace it with non-defective Work, all at no cost to the Owner (the "Correction Period"), shall be no more than one (1) year. If the date of Substantial Completion is not the same date as Initiation of Operation, such Correction Period shall commence upon Initiation of Operation, not upon the date of Substantial Completion. In such cases, the time between Substantial Completion and Initiation of Operation shall not exceed one hundred (100) days.

H. No later than thirty (30) days before Initiation of Operation the Owner shall notify the Contractor in writing of the date upon which Initiation of Operation is expected to occur, and the Contractor shall ensure that the Work is ready in its entirety by such date for use by the Owner as contemplated in the Contract Documents.

I. From the date of Substantial Completion until Initiation of Operation, the Contractor shall bear all risks of injury, loss, or damage to any part of the Work arising from the elements or from any other cause. The Contractor shall rebuild, repair, restore, and make good at no cost to the Owner, all injuries, losses, or damage to any portion of the Work occasioned by any cause and shall, at no expense to the Owner, provide suitable drainage and erect such temporary structures and take all other actions as are necessary for the protection of the Work. Suspension of the Work or the granting of an extension of the Contract Time for any cause shall not relieve the Contractor of its responsibility for the Work as herein specified. The Contractor's responsibilities under this paragraph 15.08 are in addition to, not in lieu of, all other obligations imposed by these Contract Documents.

SC-17 Delete Article 17 and all other references to "Dispute Resolution Agreement" in the Standard General Conditions. Disputes between Owner and Contractor shall be arbitrated only if and to the extent agreed to by the parties at the time each dispute arises. The Contractor shall carry on the Work and maintain the progress schedule during any dispute, regardless of how resolved, unless otherwise mutually agreed in writing. Venue for any litigation, at law or equity or arbitration, shall lie exclusively in the place of the County of the Owner’s location. This Contract, or any provision hereof, shall be construed and interpreted, and any litigation arising there from, shall be governed by the laws of the State of Florida.

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

SECTION 00 80 00-A

CONTRACTORS STANDARD INSURANCE REQUIREMENTS AND INDEMNIFICATION CLAUSE

I. INSURANCE

A. Prior to commencing work, the Contractor shall provide at his own cost and expense insurance to the City of HOLLY HILL as required below. The insurance companies must be licensed in the State of Florida and be rated by A.M. Best as A: Class X or better. The required insurance shall be evidenced by certificates and/or policies as determined by the City. All policies and certificates of insurance shall be approved by the City prior to inception of any work.

B. It is required that each Certificate of Insurance and/or policy must give 30 days prior written notice of cancellation, non-renewal or adverse change to the City of HOLLY HILL Finance Department by registered mail, return receipt requested. All such notices shall name the Contractor and identify the contract number.

C. The "City of HOLLY HILL," wherever used, shall be defined to include the City itself, elected officials, officers, employees, volunteers, representatives, agents and any affiliates.

D. The "Contractor," wherever used, shall be defined to include the Contractor, any subsidiaries or affiliates, officers, employees, volunteers, representatives, agents, contractors and subcontractors.

E. If at any time any of the required policies shall be or shall become unsatisfactory to the City as to form or substance, or if the insurance company becomes unsatisfactory to the City, the Contractor shall, upon written notice to that effect from the City, promptly obtain a new policy, submit the policy to the City for approval, and submit the Certificate of Insurance, as previously required.

If at any time the Contractor shall fail to furnish and/or maintain the required insurance, this contract may be declared suspended, discontinued or terminated, at the discretion of the City. Failure of the Contractor to take out and/or maintain any of the required insurances shall not relieve the Contractor from any liability under the contract, nor shall the insurance requirements be construed to conflict with or otherwise limit the obligations of the Contractor concerning indemnification.

F. The Contractor is required to provide new Certificates of Insurance to the City at least 20 days prior to the coverage renewal dates. If any of the insurance requirements are not complied with at their renewal dates, the City may at their option, (1) withhold payments to the Contractor until those requirements have been met or, (2) pay the renewal premium and withhold such payments from any monies due the Contractor.

G. In the event of any claims having been filed due to any operation under this contract that are in excess of the insured amounts, the excess amount of such claim, or any portion thereof, may be withheld from payments due the Contractor until such time as the Contractor shall furnish such additional security covering such claims as may be determined by the City of HOLLY HILL

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

H. The Contractor shall provide the following insurance on forms no more restrictive than the latest edition of those filed by the Insurance Services Office, and name the "City of HOLLY HILL" (as defined in "C" above) as an Insured to the extent of the City's interests.

II. LIABILITY INSURANCE

A. **WORKERS' COMPENSATION - STATUTORY** - in compliance with the Workers' Compensation law of the State of Florida including employers liability coverage of at least $100,000. If any operations are to be undertaken on or about navigable waters, coverage must be included for the U.S. Longshoremen and Harbor Workers Acts and Jones Act.

B. **COMMERCIAL GENERAL LIABILITY** - with minimum limits of:

$2,000,000	General Aggregate
$1,000,000	Products - Completed Operations Aggregate
$1,000,000	Personal and Advertisement Injury
$1,000,000	Each Occurrence
$ 100,000	Fire Damage

C. **BUSINESS AUTOMOBILE LIABILITY** - with minimum limits of $1,000,000 per occurrence combined single limit. This insurance shall include for bodily injury and property damages the following coverage's:

(1) Owned Automobiles

(2) Hired Automobiles

(3) Non-owned Automobiles

(4) Employee Non-ownership

NOTE! The required limits of liability for the above policies may include umbrella insurance with the umbrella policy making up the difference between the policy limits of the underlying policies and the total amount of coverage required. Such Umbrella Liability insurance shall be a "follow form" and be at least as broad as the underlying policies.

III. PROPERTY INSURANCE

When this contract includes construction of and/or additions to above-ground buildings or structures, Builder's Risk and/or Installation Floater policies must be provided as follows:

A. **BUILDER'S RISK** - "All risk" form in the amount of 100% of the completed value of such addition, building or structure to include personal property of others in the care, custody or control of the Contractor, and shall include a flat-premium endorsement.

(1) Maximum Deductible - $5,000 each claim

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

(2) Certified Copy of the policy must be provided to the City prior to the commencement of work.

(3) Waiver of Occupancy Clause or Warranty - to provide that the Builder's Risk coverage will continue to apply until final acceptance by the City of the building or addition, regardless of any prior occupancy.

(4) Flood Insurance must be provided when buildings or structures are located within an identified special flood hazard area. The Flood Insurance must protect the interest of the City and be in the amount of the total insurable value of such building or structure, or the maximum amount of flood insurance coverage available under the National Flood program, whichever is the lesser.

(5) For additions or repairs of existing buildings or structures, the "Builder's Risk Completed Form" covering the Contractor's interest in improvements, repairs, additions, or alterations to completed buildings, shall be included.

(6) Bridges, Viaducts or similar structures - the "Bridge Builders Risk Form" - "All risk" contract with the flat-premium endorsement should be utilized.

B. **INSTALLATION FLOATER** - when the contract is for the installation of machinery and/or equipment into an existing structure, but does not contemplate construction of or addition to the structure itself.

(1) "All Risk" coverage to include transit and installation.

(2) Amount of Insurance - 100% of installed replacement cost value

(3) Maximum Deductible - $5,000 each claim.

(4) Cessation of Insurance - Coverage is to continue in force until final acceptance by the City.

(5) Certified Copy of the policy must be provided to the City prior to commencement of work.

(6) Flood Insurance - must be provided when machinery or equipment are located within an identified special flood hazard area. The Flood Insurance must protect the interest of the city and be in the amount of the total insurable value of such machinery or equipment.

IV. CERTIFICATE OF INSURANCE CLAUSES

All policies and Certificates of Insurance of the Contractor shall contain the following clauses and agreements:

A. Insurers shall have no right of recovery or subrogation against the City of HOLLY HILL (as defined in "C" above), it being the intention of the parties that the insurance policies so effected shall protect both parties and be primary coverage for any and all losses covered by the above described insurance.

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

B. The clause "other insurance" in a policy in which the City of HOLLY HILL is named as an Insured shall not apply to the City of HOLLY HILL.

C. The insurance companies issuing the policies shall have no recourse against the City of HOLLY HILL (as defined in "C" above) for payment of any premiums or for assessments under any policy for insurance.

D. The contractor's insurer shall be requested to include a breach of warranty clause to prevent nullification of insurance because the Contractor breaches a condition of the policy.

E. Any and all deductibles in the above described insurance policies shall be assumed by and be for the account of, and at the sole risk of the Contractor.

F. Any loss payable under the Property Insurance, if any, is to be adjusted with and made payable to the City of HOLLY HILL, as their interest may appear.

V. CITY INDEMNIFICATION

The following Indemnification Agreement shall be a provision of this contract and also shall be endorsed onto or attached to the insurance policy and Certificate of Insurance:

"The Contractor agrees to protect, defend and pay on behalf of, and hold the City of HOLLY HILL and its elected officials, officers, employees, volunteers, representatives, agents and affiliates free and harmless from and against all claims for personal or bodily injury or death, or property damage or destruction of tangible property including loss of use thereof, losses, penalties, damages, settlements, costs, charges, professional fees or other expenses of every kind and character in connection with and arising directly or indirectly out of this agreement and/or performance thereof, unless such claims are a result of the City of HOLLY HILL's sole negligence. This indemnification clause includes claims made by the employees and subcontractors of the Contractor against the Owner and the Contractor hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. Nothing contained herein shall be construed as a waiver of any immunity from or a limitation of liability the City may have under the doctrine of sovereign immunity or Chapter 768.28, Fla. Stat. This indemnification provision shall survive the completion of the project and shall be in full force and effect beyond the completion of the project or the termination of this contract.

VI. ENGINEER INDEMNIFICATION

“The Contractor agrees to protect, defend and pay on behalf of, and hold the ENGINEER and its officers, employees, and affiliates free and harmless from and against all claims for personal or bodily injury or death, or property damage or destruction of tangible property including loss of use thereof, losses, penalties, damages, settlements, costs, charges, professional fees or other expenses of every kind and character in connection with and arising directly or indirectly out of this agreement and/or performance thereof, unless such claims are a result of the ENGINEER’S sole negligence. This indemnification clause includes claims made by the employees and subcontractors of the Contractor against the ENGINEER. This indemnification provision shall survive the completion of the project and shall be in full force and effect beyond the completion of the project or the termination of this contract.

The Contractor shall be responsible for such requirements through the date of final acceptance of the project by the City. With regard to the Contractor’s indemnification obligation for products

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

and completed operations, the Contractor shall be responsible for a minimum period of at least one year subsequent to the City's acceptance of the product or completed operation."

VII. The following Insurance Requirement Checklist shall be adhered to in its entirety. The coverage limits and language as indicated on the following checklist shall be reflected on the Contractor's Certificate of Insurance.

VIII. A Waiver of Subrogation shall be provided to the City.

IX. The Contractor' insurance carrier shall submit a letter showing authorization that the company is registered by the State of Florida Department of Insurance

Revised September 2005

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

CITY OF HOLLY HILL, FLORIDA
INSURANCE REQUIREMENTS CHECKLIST
CITY OF HOLLY HILL, VOLUSIA COUNTY, FLORIDA

Items marked "X" must be provided

X	**General Liability**	**Minimum Limits Required**	
X	**Commercial General Liability**	$ 2,000,000	**General Aggregate**
X	**Occurrence Form**	$ 1,000,000	**Product/Completed Operations Agg.**
___	_____	$ 1,000,000	**Personal & Advertising Injury**
___	_____	$ 1,000,000	**Each Occurrence**
___	_____	$ 100,000	**Fire Damage Pump Stations**
X	**Automobile Liability**		
	Owned, Hired & Non-Owned	$ 1,000,000	**Combined Single Limit per Occurrence**
X	**Worker's Compensation and**	**Statutory**	
	Employer's Liability	$ 100,000	**Each Accident**
		$ 500,000	**Disease - Policy Limit**
		$ 100,000	**Disease - Each Employee**
___	**Professional Liability - Errors & Omissions (*To be completed by Bidder)**		
	*** Deductible: $_____**	$_____	**Aggregate**
	*** Claims Made (Y/N):_____**	$_____	**Each Claim**
	***Occurrence (Y/N):**		
	***Defense included in Limits (Y/N):**		
X	**Builder's Risk/Installation Floater (*To be completed by Bidder)**		
	*** Flood included $_____ Limit**	$_____	**100% of Completed or Installed Value, All-Risk Form**
	*** Transportation included $_____ Limit**		
	*** Storage included $_____ Limit**		
	City must be a named insured. Copy of policy will be required.		
___	**Other**		
	_____	$	
	_____	$	

X **The Certificate of Insurance must show "The City of HOLLY HILL, elected officials and employees" and the adjacent property owners as an additional insured.**

X **Certificates must give to the City of HOLLY HILL 30 days' prior written notice of cancellation, non-renewal, or adverse change.**

X **Certificates must identify bid number and bid title.**

X **A Wavier of Subrogation shall be provided to the City**

Statement of Bidder:
We understand the requirements requested and agree to comply fully.

Bidder - Authorized Signature
A complete copy of this form with original signature must accompany bid.

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

SECTION 00 84 00
CONTRACTOR REQUEST FOR INFORMATION (RFI)

PROJECT NAME:

LIFT STATION 11 PIPING IMPROVEMENTS

OWNER: _____
ENGINEER: _____ PROJECT NO. _____
CONTRACTOR: _____ PROJECT NO. _____

RFI NO. _____ SPEC. SECT. _____ DRAWING NO. _____
RFI SHORT TITLE: _____

QUESTION/ISSUE: _____

BY: _____ DATE: _____

REPLY: _____

BY: _____ DATE: _____

CC:

- ☐ CONTRACTOR
- ☐ FIELD (INSPECTOR)
- ☐ OWNER
- ☐ ARCHITECT
- ☐ OTHER: _____

END SECTION

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

SECTION 00 84 10
NOTICE OF AWARD FORM

Date:_____

Contractor:_____

Project:

Date of Bid Opening: _____

You are notified that your bid dated _____, 20____ for the above Contract has been considered and the OWNER, expects to award you a contract for:

_____

_____.

(Indicated total Work, Alternates or Sections of Work Awarded)

The Contract Price of your contract is _____ Dollars ($_____).

Five (5) copies of each of the following proposed Contract Documents (except Project Manual and Drawings) accompany this Notice of Award:

- t Agreement Between Owner and Contractor
- t Payment and Performance Bond
- t Public Construction Bond
- t Insurance Requirements
- t Affidavit Regarding Workman's Compensation
- t Certificate of Insurance for Workman's Compensation

You must comply with the following conditions to the awarded contract within ten (10) days of the date of the Notice of Award, which is by _____, 20___.

1. You must deliver to the OWNER five (5) fully executed counterparts of the Agreement.

2. You must deliver with the executed Agreement five (5) completed original documents with original signatures on the Payment and Material Payment Bond and Public Construction 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 Material Payment Bond and Public Construction 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 five (5) 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 two (2) fully signed counterparts of the agreement with the Contract Documents attached.

OWNER'S REPRESENTATIVE:

_____

_____ Date: _____

(Authorized Signature)

_____

(Title)

END OF SECTION

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

SECTION 00 84 20
NOTICE TO PROCEED FORM

Date: _____

Contractor: _____

_____

Notice to Proceed on Project:

You are notified that the Contract Time under the above contract will commence to run on _____ _____, 20___. 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 _____ _____, 20___, and _____, 20___, respectively.

Work at the site must be started by _____, 20__ as indicated in the Contract Documents.

Enclosed is one (1) set of Drawings and one (1) bound copy of the Project Manual containing:

- Instruction to Bidders
- Bid Form
- Bid Bond
- Executed Agreement
- Payment and Performance Bond
- Public Construction Bond
- Certificates of Insurance
- General Conditions
- Supplementary Conditions
- Notice of Award
- Specifications
- Addenda Numbers ____ through ____

OWNER'S REPRESENTATIVE:

_____

_____
(Name/Title)

_____
(Date)

END OF SECTION

SECTION 00 84 30

CHANGE ORDER FORM

PROJECT:

CHANGE ORDER NO. _____

CONTRACTOR:_____

The following changes are hereby made to the Contract Documents:

CHANGE IN CONTRACT PRICE: Original Contract Price: $_____	CHANGE IN CONTRACT TIMES: Original Contract Times: Substantial Completion: _____ Final Completion:
Net changes from previous Change Orders No. _____ to No. _____. $_____	Changes in contract time from previous Change Orders No. _____ to No. _____. _____ Days
Contract Price prior to this Change Order: $_____	Contract Completion Date prior to this Change Order: Final Completion:
Net Increase (decrease) of this Change Order: $_____	Changes in contract time requested this Change Order No. __ _____ Days
Contract Price with all approved Change Orders: $_____	Contract Times with all approved Change Orders: Final Completion:

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

CHANGES ORDERED:

I. GENERAL – This change order is necessary to cover changes in the work to be performed under this Contract. The General Conditions, Supplementary Conditions, Specifications and all parts of the Project Manual listed in Article 1, Definitions, of the General Conditions apply to and govern all work under this change order.

The change in price and/or delivery date described, is considered to be fair and reasonable and has been mutually agreed upon in full agreement and final settlement of all claims arising out of the modification including all claims for delays and disruptions resulting from, caused by, or incident to such modifications and change orders.

II. REQUIRED CHANGES:

III. JUSTIFICATION:

IV. PAYMENT:

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

Acknowledgments:

The aforementioned change, and work affected thereby, is subject to all provisions of the original contract not specifically changed by this Change Order;

It is expressly understood and agreed that the approval of the Change Order shall have no effect on the original contract other than matters expressly provided herein;

The prices quoted are fair and reasonable and in proper ratio to the cost of the original work contracted for under competitive bidding; and,

The change in price and/or delivery date described is considered to be fair and reasonable and has been mutually agreed upon in full agreement and final settlement of all claims arising out of this modification including all claims for delays and disruptions resulting from, caused by, or incident to such modifications and change orders.

RECOMMENDED BY:

_____
(Engineer)

By:_____
Name Typed (Date)

_____
(Authorized Signature)

ACCEPTED BY:

_____
(Contractor)

_____
Name Typed (Date)

_____
(Authorized Signature)

APPROVED BY:

_____
Owner

By:_____
Name Typed (Date)

_____
(Authorized Signature)

END OF SECTION

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

SECTION 00 84 40

APPLICATION AND CERTIFICATE FOR PAYMENT FORM

Application No. _____ Progress _____ Final _____

Engineer's Project No.: _____

Project: _____

Contractor: _____ Contract Date: _____

Contract for : _____

Application Date: _____ For Period Ending _____

Change Order Summary			
Change Orders approved in previous months by OWNER		ADDITIONS	DEDUCTIONS
TOTAL		$ 0.00	$ 0.00
Approved this month			
Number	Date Approved		
	TOTALS	$ 0.00	$ 0.00
Net Change by Change Orders			$ 0.00

1.	ORIGINAL CONTRACT SUM	$ 0.00
2.	Net Change by Change Order	$ 0.00
3.	CONTRACT SUM TO DATE (Line 1 and 2)	$ 0.00
4.	TOTAL COMPLETED AND STORED TO DATE	$
5.	RETAINAGE: (Column I & N, Forms 00845 and 00846)	
	a. ____% of Completed Work	$
	b. ____% of Stored Material	$
	Total Retainage (Line 5a and 5b)	$ 0.00
6.	TOTAL EARNED LESS RETAINAGE	
	(Line 4 less Line 5 Total)	$ 0.00
7.	LESS PREVIOUS CERTIFICATES FOR PAYMENT	
	(Line 6 from prior Certificate)	$ 0.00
8.	***AMOUNT DUE THIS APPLICATION***	***$ 0.00***
9.	BALANCE TO FINISH, PLUS RETAINAGE	$ 0.00
	(Line 3 less Line 6)	

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

Contractor's Certification

The undersigned Contractor hereby swears under penalty of perjury that (1) all previous progress payments received from the Owner on account of Work performed under the contract referred to above have been applied by the undersigned to discharge in full all obligations of the undersigned incurred in connection with Work covered by prior Applications for Payment numbered 1 through ____ inclusive; and (2) all materials and equipment incorporated in said Project or otherwise listed in or covered by this Application for Payment are free and clear of all liens, claims, security interest and encumbrances; (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and not defective as that term is defined in the Contract Documents.

Dated _____

_____
(Contractor)

By: _____
(Name)

_____
(Title)

COUNTY OF
STATE OF

Before me on this _____ day of _____, 20____, personally appeared _____, known to me, who being duly sworn, deposes and says that (s)he is the _____ of the Contractor above mentioned; that s(he) executed the above Application for Payment and statement on behalf of said Contractor; and that all of the statements contained therein are true, correct and complete.

(Notary Seal)

_____
Notary Public

My commission Expires _____

Engineer's Recommendation

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Parker Mynchenberg & Associates, Inc.

By: _____
(Authorized Signature)

Date: _____

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

Owner's Approval

By: _____

_____
(Title)

Acct No. _____ Date: _____

END OF SECTION

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

SECTION 00844
BID ITEM PAY REQUEST FORM

Application No.
Project:

Application Date:
Period Ending:
Contractor:

Owner:

CONTRACT						Previous Payment		Work this Period		Total to Date		
Item #	Item Description	Qty.	Unit	Unit Price	Total Price	Qty	Amount	Qty	Amount	Qty	Amount	% Complete
	Total Contract Amount											
					Subtotal:							
					Stored Materials Installed/Received:							
					Subtotal:							
					Less Retainage (%)							
					Grand Total:							

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11

Section 00 84 60
Stored Materials Summary

Owner:
Project:
Bid No.:
Contractor:

Date:

Received thru:
Installed thru:

Vendor	Description	Previous Stored Qty.	Previous Stored Amount	Received this Period (+) Qty.	Received this Period (+) Amount	Installed this Period (-) Qty.	Installed this Period (-) Amount	Total Stored this Period

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

SECTION 00 84 80
CERTIFICATE OF SUBSTANTIAL COMPLETION

OWNER'S Project No.: _____ ENGINEER's Project No.: _____

CONTRACTOR: _____

Contract Date: _____

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

To: _____
Owner

And To: _____
Contractor

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

_____
Date of Substantial Completion

A tentative list of items to be completed or corrected is attached hereto. This list may not be all-inclusive, and the failure to include an item therein does not alter the responsibility of CONTRACTOR to complete all the Work in accordance with the Contract documents. When this Certification applies to a specified part of the Work the items in the tentative list shall be completed or corrected by CONTRACTOR within _____ days of the above date of Substantial Completion.

The date of Substantial Completion is the date upon which all guarantees and warranties begin, except as follows:

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

RESPONSIBILITIES:

OWNER _____

CONTRACTOR _____

The following documents are attached to and made a part of this Certificate:

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

This certificate does not constitute an acceptance of Work not in accordance with the Contract Documents nor is it a release of CONTRACTOR'S obligation to complete the Work in accordance with the Contract Documents.

Executed by ENGINEER on _____, 20___.

_____
(Engineer)

By_____

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

_____
(Contractor)

By_____

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

SECTION 00 84 90
CONTRACTOR'S FINAL RELEASE OF LIEN

Before me the undersigned authority in said County and State, appeared _____ who, being first duly sworn, deposes and says that he is _____ of _____, a company and/or corporation authorized to do business under the laws of Florida, which is the Contractor on the Contract described as: **LIFT STATION 11 PIPING IMPROVEMENTS** dated the ___ day of _____, 20___, that the said deponent is duly authorized to make this affidavit by resolution of the Board of Directors of said company and/or corporation; that deponent knows of his own knowledge that said Contract has been complied with in every particular by said Contractor and that all parts of the work have been approved by the Owner's Engineers; that there are no bills remaining unpaid for labor, material, or otherwise, in connection with said Contract and work, and that there are no suits pending against the undersigned as Contractor or anyone in connection with the work done and materials furnished or otherwise under said Contract. Deponent further says that the final estimate which has been submitted to the owner simultaneously with the making of the affidavit constitutes all claims and demands against the Owner on account of said Contract or otherwise, and the acceptance of the sum specified in said final estimate will operate as full and final release and discharge of the Owner from any further claims, demands or compensation by Contractor under the above Contract. Deponent further agrees that all guarantees under this Contract shall be in full force from the date of this release as spelled out in the Contract Documents.

Sworn to and subscribed to before me this _____day of _____, 20____.

_____
Notary Public

My Commission Expires: _____

We, the _____having heretofore executed a Performance Bond for the above-mentioned Contractor covered Project and Section as described above in the sum of _____ dollars ($_____), hereby agree that the Owner may make full payment of the final estimate, including the retained percentage, to said Contractor.

It is fully understood that the granting of the right to the Owner to make payment of the final estimate to said Contractor and/or his assigns, shall in no way release the surety company of its obligations under its bond, as set forth in the Specifications, Contract and Bond pertaining to the above Project.

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

IN WITNESS WHEREOF, the _____has caused this instrument to be executed on its behalf by its _____and/or its duly authorized attorney in fact, and its corporate seal to be hereunto affixed, all of this _____ day of _____, A.D., 20_____.

_____
Surety Company

_____
Attorney in Fact

(Power of Attorney must be attached if executed by Attorney in Fact)

STATE OF FLORIDA

COUNTY OF _____

Before me the undersigned authority, personally appeared to me well known as the person described in and who executed the foregoing instrument in the name of _____ _____and/or authority to execute the same on behalf of said _____ _____, a corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at _____this _____day of _____, 20_____.

_____
Notary Public

My Commission Expires:_____

END OF SECTION

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

SECTION 01 00 00
GENERAL REQUIREMENTS

PART 1 - GENERAL

1.01 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. The summary of the Work is presented in Section 01 11 00: Summary of Work.

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. He 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

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

Contract. Only equipment of established reputation and proven efficiency shall be used. The Contractor shall be solely responsible for the adequacy of his 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 his own investigations to inform himself 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 his expense. All existing public utilities damaged by the Contractor shall be repaired by the Contractor, at his 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

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

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 owners thereof to that end.

7. The Contractor shall give written notice to Owner and other governmental utility departments and other owners of public utilities of the location of his proposed construction operations, at least 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.

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

1.02 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 him of all errors, omissions, conflicts, and discrepancies found therein. Failure to discover or correct errors, 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 his own expense. He 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

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

assume all responsibility or 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.

1.03 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 his full responsibility under this Contract.

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

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,

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

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.

1.04 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 he 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.

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

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.

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

1.05 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.

2. The vertical bench marks provided is USGS "Public Records" monumentation and the horizontal control is the monumentation on plats contained in the "Public Records of Volusia County."

B. Surveys:

1. The Contractor shall furnish and maintain, at his own expense, stakes and other such materials.

2. The Contractor shall check such reference marks by such means as he may deem necessary and, before using them, shall call the Engineer's attention to any inaccuracies.

3. The Contractor shall, at his 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. He 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.

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

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

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

SECTION 01 11 00
SUMMARY OF WORK

PART 1 - GENERAL

1.01 WORK COVERED BY CONTRACT DOCUMENTS

A. This Contract is for the construction of the **LIFT STATION 11 PIPING IMPROVEMENTS.** The work consists of furnishing all labor, equipment, and materials for the construction of the facilities consisting of, but not limited to, the following:

Replacement of the forcemain piping and valve vault modifications at Lift Station 11.

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.

1.02 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.

1.03 PROJECT SEQUENCE

A. The Contractor shall establish his work sequence based on the use of crews to facilitate completion of construction and testing within the specified Contract time.

END OF SECTION

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

SECTION 01 20 00
PRICE AND PAYMENT PROCEDURES

PART 1 – GENERAL

1.01 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 appropriate listed work items.

B. The Contractor's attention is called to the fact that cleanup is considered a part of the work of construction. 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.
13. Maintaining the existing quality of service during construction.
14. Appurtenant work as required for a complete and operable system.
15. Maintaining or detouring or traffic.

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

D. No payment shall be made for work constructed outside the authorized limits of work.

PART 2 - MATERIALS AND EQUIPMENT

2.01 Pre-Construction Video **Bid Item 1**

Lump sum payment will be made based on delivery to the City of two copies with documentation of the video for the project route. The contract lump sum price shall be full compensation for all materials and work necessary to complete the professional videotaping in accordance with the project specifications. Construction work shall not start until DVD's are delivered and approved by the project representative**.**

2.02 Bypass Pumping **Bid Item 2**

Lump sum payment will be made at the completion of the operational lift station for temporary bypass pumping. The bypass pumping system shall be duplex pumps and each pump shall be capable of passing the flows with one unit on standby. Temporary systems shall be automatic float operated and switch over to standby, have cellular alarm notification, and have a noise level no greater than 70 dba at seven (7) meters.

2.03 Complete Valve Vault and Force Main Piping **Bid Item 3**

Lump sum payment will be made for the valve vault modifications, force main piping, and all other items necessary for a complete installation. This includes all materials, equipment and labor required to construct the station as shown on the plans and described in the specifications.

2.04 Tie-Ins **Bid Item 4**

Payment will be made at the applicable unit price for the cost of the "tie-in" performed. The lump sum price will be full compensation for all pipe, valves, fittings, materials and labor required to satisfactorily accomplish this item as detailed in the plans and specifications.

2.05 DIP Fittings (Add or Delete) **Bid Item 5**

Payment shall be made at the contract unit price per pound for all ductile iron/cast iron fittings installed by the CONTRACTORs as directed by the ENGINEER. This item is included in the CONTRACTOR cover the cost of additional fittings that are not shown on the project plans which

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

are required to meet modified routing due to field conditions. This item includes the cost of providing and installing "restrained joints" at both ends of each additional fitting installed.

2.06 Existing Force Main Removal **Bid Item 6**

Lump sum payment shall be made for satisfactory removal of the existing force main line as shown on the plans. Payment shall be full compensation for excavation, backfill, materials and labor required to remove the existing force main as shown on the plans.

2.07 Permit Allowance **Bid Item 7**

An allowance is established to pay costs associated with building permit fees and ancillary costs associated with construction of the lift station improvements. No provisions for mark-up are included within the allowance.

2.8 As-Built Plans **Bid Item 8**

Lump sum payment will be made based on delivery of record drawings produced by a licensed surveyor conforming to the specifications. Periodical record drawings shall be submitted with each pay estimate on which the ENGINEER shall rely to ensure the improvements are constructed in accordance with the design locations and elevations. Progress payments submitted without updated record drawings to document work constructed that pay period shall be a basis for rejection of the pay request until such time as adequate record drawings are submitted.

2.9 MOT **Bid Item 9**

Payment for traffic control will be made at the contract lump sum price which price and payment shall be full compensation for the material, labor, equipment, and all other related work necessary to complete required traffic control during the period of construction affecting the flow of traffic within the project area or adjacent collector roads and highways. This item shall include the costs to prepare approved traffic control plans as well as the full cost to implement the approved plans. For areas under County or State control, traffic control shall be provided in accordance with each entity's requirements. Payment shall be made based on the percent of the total construction cost completed.

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

2.10 Restoration — Bid Item 10

At the completion of construction, lump sum payment shall be made for site restoration to provide positive drainage, acceptable finish grades, base and asphalt pavement restorations. Sod shall match existing materials or as called out within the plans and specifications. All pavement, sod, grading for a final site acceptable to the City and their project representative are included in this pay item.

END OF SECTION

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

SECTION 01 29 73
SCHEDULE OF VALUES

PART 1 - GENERAL

1.01 DESCRIPTION

A. Scope of Work:

1. Submit to the Engineer a Schedule of Values allocated to the various lump sum portions of the Work, at the Pre-Construction Conference, and as otherwise specified or requested to be submitted earlier as evidence of the Apparent Low Bidder's qualifications.

2. Upon request of the Engineer support the values with data which will substantiate their correctness. The data shall include, but not be limited to quantity of materials, all sub-elements of the activity, and their units of measure.

3. The Schedule of Values shall establish the actual value for each activity of the Work to be completed taken from the approved Critical Path Method (CPM) Construction Schedule and shall be used as the basis for the Contractor's Applications for Payment.

B. Related Requirements Described Elsewhere:

1. Conditions of the Construction Contract.
2. Section 00 84 60 - Stored Material Form

1.02 FORM AND CONTENT OF SCHEDULE OF VALUES

A. Identify schedule with:

1. Title of project and location.
2. Owner and purchase order number.
3. Engineer and project number.

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

4. Name and address of Contractor.
5. Contract designation.
6. Date of submission.

B. Schedule shall list the installed value of the component parts of the Work in sufficient detail to serve as a basis for computing item prices for progress payments during construction.

C. Identify each line item with the number and the title of the respective section of the Specifications.

D. For each major item of the Work, list sub-values of major products or operations under the major item.

E. For the various portions of the Work:

1. The amount for each item shall reflect a total installed cost including a directly proportional amount of the Contractor's overhead and profit.

2. For items on which progress payments will be requested for stored materials, break down the value into:

a. The cost of the materials delivered and unloaded, with taxes paid. Paid invoices are required for materials. Payment for materials shall be limited to the invoiced amount only.

b. The total installed value.

F. Round off figures to nearest dollar amount.

G. The sum of the costs of all items listed in the schedule shall equal the total Contract Price.

H. For each item which has an installed value of more than $15,000, provide a breakdown of costs to list major products or operations under each item.

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

1.03 SUB-SCHEDULE OF UNIT MATERIAL VALUES

A. Submit a separate schedule of unit prices for materials to be stored on site and for those materials incorporated into the Work for which progress payments will be requested.

B. The unit values for the materials shall be broken down into:

1. Cost of the material, delivered and unloaded at the site, with taxes paid.

2. Copies of paid invoices for component material shall be included with the payment request in which the material first appears.

C. Only materials unique to the project may be billed when stored on site. Materials of standard use such as conduit, wire, small-diameter pipe, steel, etc., shall not be accepted for payment.

D. The installed unit value multiplied by the quantity listed shall equal the cost of that item in the Schedule of Values.

1.04 REVIEW AND RESUBMITTAL

A. After review by Engineer, revise and resubmit Schedule of Values and Schedule of Unit Material Values as required.

B. Resubmit revised schedules in same manner.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

SECTION 01 29 76
PROGRESS PAYMENT PROCEDURES

PART 1 – GENERAL

1.01 DESCRIPTION

A. Scope of Work: Submit Application for payment to the ENGINEER on 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 on Section 00 84 40 as the official pay request form.

B. Related Requirements Described Elsewhere:

1. Agreement: Section 00 50 00.

2. Construction Progress Schedule: Section 01 32 16.

3. Schedule of Values: Section 01 29 73.

4. Photographic Documentation: Section 01 32 33.

5. Project Record Documents: Section 01 78 39.

1.02 FORMAT REQUIRED

A. Submit applications typed on the form provided in Division 0, Section 00 84 40: Application and Certificate for Payment Form, with itemized data typed on eight and one-half inch by 11 inch (8-1/2" x 11") or white paper continuation sheets.

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 schedule of values, approved, and accepted by the ENGINEER as a basis for preparation of the Application for Payment Form.

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

1.03 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 percent.

3. Execute certification with signature of a responsible officer of 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.

1.04 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 in accordance with Section 01 78 39: Project Record Documents. 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 with the requirements of Section 01 32 16: Construction Progress Schedule.

E. As a prerequisite for payment, CONTRACTOR shall submit a duly executed letter from surety consenting to payment due and progress to date.

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

F. Provide construction photographs in accordance with Section 01 32 33: Photographic Documentation.

1.05 PREPARATION OF APPLICATION FOR FINAL PAYMENT

A. Fill in application form as specified for progress payments. Provide information as required by the General Conditions and Section 01 77 00: Closeout Procedures.

B. Furnish evidence of completed operations and insurance in accordance with the General Conditions.

C. Provide CONTRACTOR's Final Release of Lien (Section 00 84 90) and other close-out submittals as required by the General Conditions.

1.06 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 percents 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, he 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

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

SECTION 01 30 00
ADMINISTRATIVE REQUIREMENTS

PART 1 - GENERAL

1.01 The Contractor shall not have any right in property in any materials taken from any excavation and he 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 his obligations to remove and dispose of any of the material excavated, with or without rehandling, at his cost and expense as provided in these specifications.

1.02 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.

1.03 The Contractor shall take all necessary precautions to prevent damage to existing pipe which is to remain in service during any of his construction operations. Should such pipe be damaged by the Contractor, he shall be required to replace it to the complete satisfaction of the Engineer, at no additional cost to the Owner.

1.04 The Contractor agrees that the work shall be started no later than the date indicated in the Notice to Proceed, and that the total work shall be completed within **90** calendar days.

The Contractor further agrees that for each calendar day, with the exception of Sundays and legal holidays, that any such work shall remain uncompleted after the completion time, the sum of **One Thousand Dollars ($1,000)** per day shall be deducted by the Owner from monies due the Contractor, not as a penalty but as liquidated damages. If the Contractor is declared in default in accordance with the provisions of the specifications, liquidated damages shall be charged as provided herein, and such amounts shall be deducted from the final amount payable to the Contractor or his Surety. Should the total amount chargeable as liquidated damages exceed the amount due or payable to the Contractor or his Surety, then such excess shall be paid to the Owner by the Contractor or his Surety.

1.05 At least thirty (30) days prior to the first progress payment request, the Contractor shall submit to the Owner a schedule of anticipated draws, which estimates as accurately as possible the amount of the anticipated "work in place" which will be completed each month.

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

Failure to comply may result in delay in payment, as funds from several sources customarily serve as the project funding source.

1.06 All dewatering and bypass pumping necessary to accomplish the work of this Contract shall be done by the Contractor at no extra or additional cost to the Owner. Any permits required will be the responsibility of the Contractor.

1.07 Examination of Contract Documents and Site. Before submitting a Bid each Contractor must (a) examine the Contract Documents thoroughly, (b) visit the site to familiarize himself with local conditions that may in any manner affect cost, progress or performance of the work, (c) familiarize himself with federal, state and local laws, ordinance, rules and regulations that may in any manner affect cost, progress or performance of the work, and (d) study and carefully correlate Bidder's observations with the Contract Documents.

1.08 The Contractor is required to maintain the water service to customers within the project area at no extra cost to the Owner.

1.09 The Contractor is responsible for recording the Payment and Performance Bond and the Public Construction Bond in the Official Records of Volusia County, Florida. The Contractor shall provide copies of the recorded documents and/or the recording receipt from the County Clerk’s office to the Engineer prior to the issuance of the "Notice to Proceed". The Contractor shall be responsible for paying all costs associated with the recording of these documents and no separate contract payment shall be made to the Contractor for this item.

1.10 The Contractor acknowledges that he is responsible for complying with all aspects of the Florida Trench Safety Act (90-96, Laws of Fla.) effective October 1, 1990. He assumes all responsibility and costs entailed.

1.11 Construction materials may be stockpiled at the Holly Hill wastewater treatment plant. Additional storage locations are allowed but all arrangements and costs incurred are the responsibility of the Contractor. Prior to making arrangements with individual property owners, the Contractor shall indicate to the City and the Engineer which sites have been targeted for material storage. The City reserves the right to approve or disapprove the proposed locations.

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

1.12 The Contractor is responsible for obtaining a St. Johns River Water Management District Permit for (dewatering) consumptive use if the Contractor's "means or methods" trip the Agency's thresholds requiring permits. No separate payment or contract time extension for the Contractor obtaining the permit will be granted by the City.

1.13 The Contractor shall submit an executed "Consent of Surety for Final Payment" form, copy of which is included with the Contract Documents, prior to submitting a final request for payment as well as lien releases from all suppliers filing 'Notice to Owners' with the City.

1.14 The Contractor is advised that all bypass pumping shall be coordinated with the Public Works Department. All pumping equipment, piping, operation and clean up is the sole responsibility of the Contractor.

1.15 All unit pricing shall remain valid for the duration of the contract.

1.16 Florida Sales Tax on materials, as well as all other customary taxes on construction activities, shall be paid for by the Contractor at no additional expense to the Owner.

1.17 All service outages shall be coordinated through the Public Works Department. Provisions shall be made for extended outages provisions may include temporary piping and services or alternative means of maintaining potable water service for affected residents. It is the Contractor's responsibility to notify the homeowner's of any potential impacts resulting from construction activities. The contractor shall document all notification procedures and provide written notification to the residents which specifically describe time frames for scheduled outages. Any claims for damages resulting from construction activities are the sole responsibility of the contractor.

1.18 The Contractor will set up an account and pay for all water used in the construction of the proposed improvements.

1.19 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 Project Engineer.

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

1.20 The Contractor must submit a work plan and traffic control plan in writing prior to commencement of work. The plan is subject to the approval of the fire department, police department, public works department and the Engineer.

1.21 The Contractor shall schedule his work in a manner that will result in a continuous process from commencement through completion. The intention of this requirement is to complete an area once work has commenced and avoid skipping from one site to another and disrupting several areas of the City simultaneously.

1.22 The Contractor must maintain access to driveways while construction is in progress.

1.23 This work may have an impact upon system customers. The Contractor shall have someone on call to take emergency calls on a 24 hour per day seven day per week basis. This individual will be able to respond to emergency calls from City personnel.

END OF SECTION

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

SECTION 01 31 19
PROJECT MEETINGS

PART 1 - GENERAL

1.01 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.

4. The Owner shall:

a. Attend meetings to ascertain that the Work is expedited consistent with Contract Documents and construction schedules.

B. RELATED REQUIREMENTS DESCRIBED ELSEWHERE:

1. Section 01 32 16 - Construction Progress Schedules

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

2. Section 01 33 23 - Shop Drawings, Product Data, and Samples
3. Section 01 78 39 - Project Record Documents

1.02 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.

D. Attendance:

1. Owner's representative.
2. Engineer and his sub-consultants.
3. Resident project representative.
4. Contractor and his 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

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

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

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

1.03 RESIDENT MEETING(S)

A. Purpose: To present construction approach to effected 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 his superintendent.
5. Major subcontractors, as appropriate.
6. Residents.

E. Suggested Agenda: To be determined by Engineer/Owner

1.04 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.

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

D. Attendance:

1. Owner's representative.
2. Engineer.
3. Resident project representative.
4. Contractor and his superintendent.
5. Major subcontractors, as appropriate.
6. Utility representatives.

E. Suggested Agenda: To be determined by Engineer.

1.05 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 minimum frequency of once per week and at a maximum frequency of once per month. Invites shall be distributed via electronic mail.

C. Location: A local site, convenient for all parties, designated by the Engineer.

D. Attendance:

1. Owner's representative.
2. Engineer and sub-consultants, as appropriate.
3. Resident project representative.
4. Contractor and his 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.

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

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

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

SECTION 01 32 16
CONSTRUCTION PROGRESS SCHEDULES

PART 1 - GENERAL

1.01 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.

B. Related Requirements Described Elsewhere:

1. Conditions of the Contract.
2. Section 01 11 00 - Summary of Work
3. Section 01 31 19 - Project Meetings
4. Section 00 62 76 - Application for Payment Form
5. Section 01 33 23 - Shop Drawings, Project Data, and Samples
6. Section 01 29 73 - Schedule of Values

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

1.02 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.

1.03 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: 24 inches by 36 inches.

B. Format of Listings: The chronological order of the start of each item of work for each structure.

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

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.

1.04 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 for construction progress schedules shall be in accordance with Section 01 33 23: Shop Drawings, Product Data, and Samples. Indicate on the schedule the following:

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

1. The dates for Contractor's submittals.
2. The date submittals will be required for Owner-furnished products, if applicable.
3. 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.

1.05 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.

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

D. If the Work falls behind the critical path schedule by two (2) weeks or more, the Contractor shall prepare a recovery schedule.

1.06 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.

Within ten (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 fifteen (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.

C. Within ten (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

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

Engineer within fifteen (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.

D. 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.

E. 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 1.09 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.

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

F. 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.

1.07 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.

1.08 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.

1.09 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:

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

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 1.09, 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 fourteen (14) days nor be less than one (1) day unless otherwise accepted by the Engineer.

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

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.

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

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

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

SECTION 01 32 33
PHOTOGRAPHIC DOCUMENTATION

PART 1 - GENERAL

1.01 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
4. Periodic Construction video recordings
5. Completion construction photographs
6. Web-based construction photographic documentation

C. Related Requirements Described Elsewhere:

1. Section 01 00 00 - General Requirements
2. Section 01 11 00 - Summary of Work
3. Section 01 30 00 - Administrative Requirements
4. Section 01 78 39 - Project Record Documents

D. 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.

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

1.02 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.

B. Digital Photographs: Submit image files within three (3) days of taking photographs

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 Architect.
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.

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 Architect and Construction Manager.
d. Name of Contractor.

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

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 Architect 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 Architect 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.

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 Architect 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.

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

g. Weather conditions at time of recording.

1.03 COST OF PHOTOGRAPHY

A. The Contractor shall pay costs for specified ground and aerial photography, videography, and web-based documentation.

1.04 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.

1.05 USAGE RIGHTS

A. Obtain and transfer copyright usage rights from the Photographer to the Owner for unlimited reproduction of photographic documentation.

PART 2 - PRODUCTS

2.01 PHOTOGRAPHIC MEDIA

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 Architect.

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

2.02 WEB-BASED PHOTOGRAPHIC DOCUMENTATION

A. Project Camera: Provide fixed exterior camera installation, mounted to provide unobstructed view of construction site from location approved by Architect.

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 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

3.01 CONSTRUCTION PHOTOGRAPHS

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 Project site, available always for reference. Identify images in the same manner as those submitted to Architect and Construction Manager.

D. Preconstruction Photographs: Before starting construction, take photographs of Project site and surrounding properties, including existing items to remain during construction, from different vantage points, as directed by Architect and Construction Manager.

1. Flag excavation areas and construction limits before taking construction photographs.
2. Take twenty (20) photographs to show existing conditions adjacent to property before starting the Work.
3. Take twenty (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.

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

E. Periodic Construction Photographs: Take twenty (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. Architect and Construction Manager - Directed Construction Photographs: From time to time, Architect 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 twenty (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 Architect 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 twenty (20) color photographs after date of Substantial Completion for submission as project record documents. Architect and Construction Manager will inform photographer of desired vantage points.

1. Do not include date stamp.

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

I. Additional Photographs: Architect 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 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 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.

3.02 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 Project site.

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

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 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 Project site and surrounding properties from different vantage points, as directed by Architect and Construction Manager.

1. Flag excavation areas and construction limits before recording construction video recordings.
2. Show existing conditions adjacent to Project site before starting the Work.
3. Show existing buildings either on or adjoining 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.

G. Time-Lapse Sequence Construction Video Recordings: Record video recording to show status of construction and progress.

1. Frequency: During each of the following construction phases, set up video recorder to automatically record one frame of video recording every five (5)

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

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 Architect and Construction Manager and Contractor, photographer shall select vantage points.

3.03 WEB-BASED CONSTRUCTION PHOTOGRAPHIC DOCUMENTATION

A. Live Streaming Construction Site Images: Provide Web-accessible image of current site image from fixed, viewer-controlled, location camera(s), updated at fifteen (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 fifteen (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.

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

3.04 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 as specified in Section 01 78 39.
3. Contractor one (1) set.

END OF SECTION

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

SECTION 01 33 23
SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

PART 1 - GENERAL

1.01 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 twenty (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.

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

9. Status of O&M manuals submitted.
10. Specification Section.
11. Drawings Sheet Number.

D. Related Work Specified Elsewhere

1. Section 01 60 00: Product Requirements

1.02 CONTRACTOR'S RESPONSIBILITY

A. It is the duty of the Contractor to check all drawings, data and samples prepared by or for him 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 of Section 01 60 00.

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.

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

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 him, 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 thirty (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 he proposed to supply both as pertaining to his own work and any work affected under other parts, headings, or divisions of Drawings and Specifications.

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

1.03. 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 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

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

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 Sections, 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.

1.04 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-

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

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

E. If drawings show variations from Contract requirements because of standard shop practice or for other reasons, the Contractor shall describe such variations in his letter of transmittal. If acceptable, proper adjustment in the Contract shall be implemented where appropriate. If the Contractor fails to describe such variations, he 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

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

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.

1.05 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 1.05 A. above, shall be submitted to the Engineer where required by the Contract Documents or requested by the Engineer, and shall be submitted at least thirty (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, calculation 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 his responsibility with regard to the fulfillment of the terms of the Contract. All risks

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

of error are assumed by the Contractor; the Owner and Engineer shall have no responsibility therefore.

1.06 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.

(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 1.06 B. above. He shall enclose a copy of this letter with the shipment and send a copy of this letter to the

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

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 his expense, if so, requested at time of submission.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

SECTION 01 45 29
TESTING LABORATORY SERVICES

PART 1 - GENERAL

1.01 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. Related Requirements Described Elsewhere:

1. Testing laboratory inspection, sampling and testing is required for, but not limited to the following:

a. Section 31 23 00 - Excavation and Fill

b. Section 03 30 00 - Cast-in-Place Concrete

c. Section 33 05 05 - Hydrostatic Testing

C. The following schedule defines the responsibility for various tests.

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

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 in Section 33 05 05	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

D. 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.

1.02 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 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

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

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)		

1.03 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

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

1.04 FIELD TESTS

A. All sewers, water lines, piping and equipment shall be tested in the field in the presence of the Engineer or his authorized assistant, 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.

1.05 PAVING TESTS

A. The following tests will be made, unless otherwise stipulated by the Engineer, by a testing laboratory approved by the Engineer:

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

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)

1.06 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.

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

B. All laboratory and field tests will be paid for by the Contractor; he 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.

1.07 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.

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

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.

1.08 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.

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

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

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

SECTION 01 57 13
TEMPORARY EROSION AND SEDIMENTATION CONTROLS

PART 1 - GENERAL

1.01 DESCRIPTION

A. Scope of Work:

1. The Work specified in this Section consists of designing, providing, maintaining and removing temporary erosion and sedimentation controls for construction activities impacting **less** than one acre, as required by Rules and Regulations and permit conditions.

2. Temporary erosion controls include, but are not limited to, grassing, mulching, setting, watering and re-seeding on-site surfaces, soil and borrow area surfaces, providing interceptor ditches at ends of berms and at those locations which will ensure that erosion during construction will be either eliminated or maintained within acceptable limits as established by the Owner.

3. Temporary sedimentation controls include, but are not limited to silt dams, traps, barriers, and appurtenances at the foot of sloped surfaces which will ensure that sedimentation pollution will be either eliminated or maintained within acceptable limits as established by the Owner.

4. Temporary dust controls include, but are not limited to mulching, establishing temporary vegetation, water spraying, surface roughening through tilling, barriers, and spray on adhesives which will ensure minimal dust deposition into water bodies and reduce airborne dust that may cause low visibility or respiratory hazards.

5. Contractor is responsible for designing, providing, maintaining and removing effective temporary erosion, sediment and dust control measures during construction or until final controls become effective.

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

B. Related Work Described Elsewhere:

1. Section 31 23 00 - Excavation and Fill

2. Section 32 92 00 - Turf and Grasses

PART 2 - PRODUCTS

2.01 EROSION CONTROL

A. Netting shall be fabricated of material acceptable to the Owner.

2.02 SEDIMENTATION CONTROL

A. Bales shall be clean, see-free cereal hay type.

B. Netting shall be fabricated of material acceptable to the Owner.

C. Filter stone shall be crushed stone which conforms to Florida Department of Transportation (FDOT) specifications.

D. Concrete block shall be hollow, non-load bearing type.

E. Concrete shall be exterior grade not less than 1-inch thick.

F. Sediment Fence

PART 3 – EXECUTION

3.01 EROSION CONTROL

A. Minimum procedures for grassing are:

1. Scarify slopes to a depth of not less than 6 inches and remove large clods, rock, stumps, roots larger than 1/2 inch in diameter and debris.

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

2. Sow seed within 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 and growing of grass. Reseed areas which exhibit unsatisfactory growth. Backfill and seed eroded areas.

3.02 SEDIMENTATION CONTROL

A. Install and maintain silt dams, traps, barriers, and appurtenances as shown on the approved descriptions and working drawings. Hay bales which deteriorate and filter stone which is dislodged shall be replaced.

3.03 PERFORMANCE

A. Should any of the temporary erosion and sediment control measures employed by the Contractor fail to produce results which comply with the requirements of the State of Florida, the Owner or Engineer, the Contractor shall immediately take whatever steps are necessary to correct the deficiency at his own expense.

END OF SECTION

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

SECTION 01 60 00
PRODUCT REQUIREMENTS

PART 1 - GENERAL

1.01 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.

1.02 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

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

approval of Engineer. No material shall be delivered to the work without prior approval of Engineer.

B. Within twenty (20) days after the Effective Date of the Agreement, Contractor shall submit to Engineer, data relating to materials and equipment he proposes 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.

1.03 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.

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

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 he selects 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 ten (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.

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

3. After the period of 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.

1.04 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 five (5) 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.

1.05 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.

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

B. Provide equipment and personnel to handle products by methods to prevent soiling or damage to products or packaging.

1.06 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 this 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.

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

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 of off 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

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

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.

1.07 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.

1.08 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 1.06, 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.

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

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 him. 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 insure 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 ninety (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.

1.09 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.

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

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 weeks of operation.

END OF SECTION

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

SECTION 01 71 13
MOBILIZATION

PART I - GENERAL

1.01 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' plant 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.

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

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.

1.02 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.

1.03 PAYMENT FOR MOBILIZATION/DEMOBILIZATION

A. The Contractor's attention is directed to the condition that no payment for mobilization, or any part thereof, will be approved for payment under the Contract. Mobilization/Demobilization is a subsidiary obligation of the Contractor.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

SECTION 01 74 00
CLEANING AND WASTE MANAGEMENT

PART I - GENERAL

1.01 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.

1.02 DISPOSAL REQUIREMENTS

A. Conduct cleaning and disposal operations to comply with codes, ordinances, regulations and anti-pollution laws.

PART II - PRODUCTS

2.01 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

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

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 III - EXECUTION

3.01 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.

3.02 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.

3.03 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.

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

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.

3.04 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.

3.05 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

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

SECTION 01 75 16
STARTUP PROCEDURES

PART 1 - GENERAL

1.01 DESCRIPTION

A. The Work may be segmented into several phases of construction in a logical order to meet the project schedule. Portions of the Work may be utilized prior to Substantial Completion of all the Work. Also, certain items of equipment are to be temporarily utilized in a phased segment of the Work and then relocated in a subsequent phase in a permanent installation.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.01 PRELIMINARY MATTERS

A. Start-up Certification: Prior to start-up, successfully complete all testing required of the individual components of work in the presence of the ENGINEER or their representative.

B. Demonstrate to the ENGINEER that all temporary jumpers and/or bypass have been removed and that all components are operating under their own controls as designated.

C. Coordinate start-up activities with equipment suppliers, subcontractors, and the Owner's operating personnel at the site and with the ENGINEER prior to commencing system start-up. All coordination is the responsibility of the Contractor.

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

3.02 START-UP

A. Confirm that all equipment is properly installed and that the flow path through the new work is unobstructed.

B. Make adjustments as necessary.

3.03 START-UP DEMONSTRATION AND TESTING

A. After all Work components have been constructed, field tested and started up in accordance with the individual specifications, perform the start-up demonstration and testing in the presence of the ENGINEER and the Owner. The demonstration shall be held upon completion of all systems at a date to be agreed upon in writing with the Owner.

B. Acceptability of the Work's performance will be based on the Work performing as specified, under these actual and simulated operating conditions as defined in the Contract Documents. The intent of the start-up demonstration and testing is for the Contractor to demonstrate to the Owner and the ENGINEER the Work will function as a complete and operable system under normal operating conditions and is ready for acceptance.

C. Certificate of Completed Demonstration: Submit five (5) copies of Demonstration Certification memo signed by the Contractor, Subcontractor and Owner and insert one (1) copy in each Operation and Maintenance Manual.

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

EQUIPMENT TRAINING & STARTUP CHECKLIST

PROJECT:_____

OWNER:_____

ENGINEER:_____

CONTRACTOR:_____

DATE:_____

STRUCTURE:_____

EQUIPMENT DESCRIPTION:

_____

VENDOR:_____

REPRESENTATIVE:_____ INIT.:_____

# of training days required:_____ # received:

STARTUP/TRAINING DESCRIPTION:

COMMENTS:

ACCEPTABLE:__ PARTIALLY ACCEPTABLE:__ NON-ACCEPTABLE:

ATTENDEES:

NAME	AFFILIATION	DATE
_____	_____	
_____	_____	
_____	_____	
_____	_____	
_____	_____	

END OF SECTION

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

SECTION 01 77 00
CLOSEOUT PROCEDURES

PART 1 - GENERAL

1.01 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.

B. Related Requirements Described Elsewhere:

1. Startup Procedures: Section 01 75 16
2. Cleaning and Waste Management: Section 01 74 00
3. Project Record Documents: Section 01 78 39
4. Operation and Maintenance Data: Section 01 78 23
5. Bonds: Section 01 78 33
6. Warranties: Section 01 78 36

1.02 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 to the requirements of Section 01 78 23.

2. All equipment has been checked-out by the equipment manufacturer and Certificates of Manufacturer's Check-Out has been submitted as required by Section 01 75 16.

3. All start-up and demonstration testing completed, and Certificates of Completed Demonstration submitted to the requirements of Section 01 75 16.

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

4. Project Record Documents are complete and have been submitted and reviewed to the requirements of Section 01 78 39.

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 1.02 A. are met the Contractor shall submit to the Engineer:

1. A written notice that he 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 a reasonable time 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.

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

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 reasonable time, reinspect the Work. The Contractor will be liable for reinspection fees as described in paragraph 1.04, herein.

E. When the Engineer finds that the Work is substantially complete, he 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, he 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.

1.03 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 Technical Sections of the Specifications.

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

3. Contractor to submit evidence of compliance with requirements of governing authorities.

B. After satisfying the requirements of paragraph 1.03 A. and when Contractor considers the Work complete, he 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 reasonable time, make an inspection to verify the status of completion with reasonable promptness 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 a reasonable amount of time, reinspect the Work and the Contractor shall be liable for reinspection fees as described in paragraph 1.04, herein.

D. When the Engineer finds that the Work is acceptable under the Contract Documents, the Contractor may make closeout submittals.

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

1.04 REINSPECTION FEES

A. Should the Engineer perform reinspections 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.

1.05 CONTRACTOR'S CLOSEOUT SUBMITTALS

A. Warranties and Bonds: To requirements of Sections 01 78 36 and 01 78 33.

B. Evidence of Payment and Release of Liens: To requirements of General and Supplementary Conditions.

C. Certificate of Insurance for Products and Completed Operations.

1.06 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

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

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.

1.07 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

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

SECTION 01 78 23
OPERATION AND MAINTENANCE DATA

PART 1 - GENERAL

1.01 DESCRIPTION

A. Scope of Work:

1. Compile product data and related information appropriate for Owner's maintenance and operation of products furnished under Contract.

2. Prepare operating and maintenance data as specified in this Section and as referenced in other pertinent sections of the Specifications.

3. Instruct Owner's personnel in maintenance of products and in operation of equipment and systems.

B. Related Requirements Described Elsewhere:

1. Section 01 33 23: Shop Drawings, Product Data, and Samples
2. Section 01 78 39: Project Record Documents
3. Section 01 78 33: Bonds
4. Section 01 78 36: Warranties

1.02 QUALITY ASSURANCE

A. Preparation of data shall be done by personnel:

1. Trained and experienced in maintenance and operation of described products.
2. Familiar with requirements of this Section.
3. Skilled as a technical writer to the extent required to communicate essential data.
4. Skilled as draftsman competent to prepare required drawings.

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

1.03 FORM OF SUBMITTALS

A. Prepare data in form of an instructional manual for use by Owner's personnel.

B. Hard Copy Format:

1. Size: 8½” x 11 inches
2. Paper: 20 pound minimum, white, for typed pages.
3. Text: Manufacturer's printed data, or neatly typewritten
4. Drawings:

   a. Provide reinforced punched binder tab, bind in with text.

   b. Reduce larger drawings and fold to size of text pages but not larger than 14 inches x 17 inches.

5. Provide fly-leaf for each separate product, or each piece of operating equipment.

   a. Provide typed description of products and major component parts of equipment.

   b. Provide indexed tabs.

6. Cover: Identify each volume with typed or printed title "OPERATING AND MAINTENANCE INSTRUCTIONS". List:

   a. Title of project.

   b. Identity of separate structure as applicable.

   c. Identity of general subject matter covered in the manual.

7. Binders:

   a. Commercial quality three-post binders with durable and cleanable plastic covers.

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

b. Maximum post width: 2 inches.

c. When multiple binders are used, correlate the data into related consistent groupings.

C. Electronic Format Copy

1. Provide electronic copy of operation and maintenance data on CD/DVD or portable storage unit device. File(s) should be organized/named to correspond with hard copy.

1.04 CONTENT OF MANUAL

A. Neatly typewritten table of contents for each volume, arranged in systematic order.

1. Contractor, name of responsible principal, address and telephone number.

2. A list of each product required to be included, indexed to content of the volume.

3. List, with each product, name, address and telephone number of:

a. Subcontractor or installer.

b. A list of each product required to be included, indexed to content of the volume.

c. Identify area of responsibility of each.

d. Local source of supply for parts and replacement.

4. Identify each product by product name and other identifying symbols as set forth in Contract Documents.

B. Product Data:

1. Include only those sheets which are pertinent to the specified product.

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

2. Annotate each sheet to:

a. Clearly identify specific product or part installed.

b. Clearly identify data applicable to installation.

c. Delete references to inapplicable information.

C. Drawings:

1. Supplement product data with drawings as necessary to clearly illustrate:

a. Relations of component parts of equipment and systems.

2. Coordinate drawings with information in Project Record Documents to assure correct illustration of completed installation.

3. Do not use Project Record Documents as maintenance drawings.

D. Written text, as required to supplement product data for the particular installation:

1. Organize in consistent format under separate headings for different procedures.

2. Provide logical sequence of instructions of each procedure.

E. Copy of each warranty, bond and service contract issued.

1. Provide information sheet for Owner's personnel, give:

a. Proper procedures in event of failure.
b. Instances which might affect validity of warranties or bonds.

1.05 MANUAL FOR MATERIALS AND FINISHES

A. Submit four copies of the complete manual in final form.

B. Content: for architectural products, applied materials and finishes:

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

1. Manufacturer's data, giving full information on products

    a. Catalog number, size, and composition.

    b. Color and texture designations.

    c. Information required for reordering special manufactured products.

2. Instructions for care and maintenance

    a. Manufacturer's recommendation for types of cleaning agents and methods.

    b. Cautions against cleaning agents and methods which are detrimental to product.

    c. Recommend schedule for cleaning and maintenance.

C. Content, for moisture protection and weather-exposed products:

1. Manufacturer's data, giving full information on products.

    a. Applicable standards

    b. Chemical composition

    c. Details of installation

2. Instructions for inspection, maintenance and repair

D. Additional requirements for maintenance data: Applicable sections of the Specifications.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

SECTION 01 78 33
BONDS

PART 1 - GENERAL

1.01 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.

B. Related Work Described Elsewhere:

1. Instructions to Bidders: Bid Bonds
2. Performance Bond and Payment Bond

1.02 SUBMITTAL REQUIREMENTS

A. Assembly 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:

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

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.

1.03 FORM OF SUBMITTALS

A. Prepare in duplicate packets.

B. Format:

1. Size 8 ½" 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

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

SECTION 01 78 36
WARRANTIES

PART 1 - GENERAL

1.01 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.

1.02 SUBMITTAL REQUIREMENTS

A. Assembly warranties and service and maintenance contracts, executed by each of the respective manufacturers, suppliers, and subcontractors.

B. Number of original signed copies required: Two 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 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, address and telephone numbers.

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

1.03 FORM OF SUBMITTALS

A. Prepare in duplicate packets

B. Format:

1. Size 8 ½" 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 "WARRANTIES". 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.

1.04 WARRANTY SUBMITTALS REQUIREMENTS

A. For all major pieces of equipment, submit a warranty 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 $1,000. 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 one-year 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 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-year warranty from the

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

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.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

SECTION 01 78 39
PROJECT RECORD DOCUMENTS

PART 1 - GENERAL

1.01 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

B. RELATED WORK SPECIFIED ELSEWHERE

1. Section 00 73 00: Supplementary Conditions

1.02 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.

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

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.

1.03 MARKING DEVICES

A. Provide felt tip marking pens for recording information in the color code designated by the Engineer.

1.04 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.

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

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.

1.05 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 his 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

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

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 14, 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 St. Johns River Water Management (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

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

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.)

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

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 St. Johns River 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.

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

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

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

SECTION 03 30 00
CAST IN PLACE CONCRETE

PART 1 - GENERAL

1.01 WORK INCLUDED

A. The work included under this section consists of furnishing all materials, forms, transportation and equipment, and performing all necessary labor to do all the plain and reinforced concrete work shown on the Drawings, or incidental to the proper execution of the work, or as herein specified.

B. Composition: Concrete shall be composed of cement, fine aggregate, coarse aggregate, and water so proportioned and mixed as to produce a plastic workable mixture in accordance with all requirements under this section suitable to the specific conditions of placement.

1.02 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.

1.03 CODES AND STANDARDS

A. ACI 301 "Specifications for Structural Concrete for Buildings", ACI 318” Building Code Requirements for Structural Concrete”, ACI 347 "Recommended Practice for Concrete Formwork"; ACI 304 "Recommended Practice for Measuring, Mixing, Transporting, and Placing Concrete"; comply with applicable provisions except as otherwise indicated.

1.04 TESTING

A. Air content shall be in accordance with American Society for Testing Materials Standard Methods C 173, one for each set of compressive strength specimens.

B. Sampling of freshly mixed concrete shall be in accordance with ASTM C172.

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

C. Slump: ASTM C-143

D. Test results will be reported in writing to Engineer, Contractor, Owner and Concrete producer on same day tests are made.

E. Laboratory Reports: Submit 2 copies of laboratory test or evaluation reports for concrete materials and mix designs.

PART 2 - MATERIALS AND EQUIPMENT

2.01 PORTLAND CEMENT

A. Shall comply with the standard specifications for Portland Cement, A.S.T.M. designation C-150, Type II, or Type III (high-early), where indicated on drawings.

2.02 CONCRETE AGGREGATE

A. Shall conform to standard specifications for concrete aggregate, A.S.T.M. Designation C-33 or to ASTM C-330. Maximum size of aggregate shall not exceed one-fifth of the narrowest dimension between reinforcing bars.

B. Fine Aggregate - Fine aggregate shall be clean, hard, strong, durable, uncoated particles of natural sand known as Lake Wales, Interlachen, or approved equal. The source, composition, quality and gradation of the fine aggregate shall be subject aid the approval of the Engineer. Samples of the sand shall be furnished, together with certified copies of the gradation and analysis from the recognized testing laboratory.

1. The weight of extraneous or deleterious substances shall not exceed the following percentages:

Loss by Decantation	3%
Shale	1%
Clay Lumps	1%
Coal and Lignite	1%

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

2. The fine aggregate shall be reasonable well graded from coarse to fine and when tested by means of laboratory sieves shall meet the following requirements in percent of total weight:

Total Retained On	Percent Retained
No. 4 Sieve	0 - 5
No. 10 Sieve	3 - 30
No. 30 Sieve	30 - 70
No. 50 Sieve	65 - 95
No. 100 Sieve	95 - 100

C. Deficiencies in the percentages of the fine aggregates passing the No. 50 and No. 100 Sieves may be remedied by the addition of pozzolanic or cementitious materials excepting Portland cement. Such materials must meet the approval of the Engineer.

D. 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 Engineers. Samples of the coarse aggregate shall be furnished together with certified copies of the gradation and analysis from a recognized testing laboratory.
2. All coarse aggregate shall be washed and shall be free from disintegrated pieces, salt, alkali, vegetable matter and adherent coatings. The total percentage of all deleterious substances shall not exceed 5 percent by weight. The substances designated shall not be present in excess of the following amounts.

Loss by Decantation	1%
Clay Lumps or Other Soluble Materials	3%
Soft Fragments	5%

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

3. Where the cover over reinforcing is 2 inches or more, the maximum size of aggregate shall be 12 inches. Where the cover over reinforcing is less than 2 inches, the maximum size of aggregate shall be 3/4 inch. The maximum size of aggregate shall not exceed one-fifth of the narrowest dimension between forms nor three-fourths of the minimum clear spacing between reinforcing bars. The grading of the coarse aggregate in the concrete shall be within the following limits.

	Percent Passing
Maximum Size Square Mesh Screen	97 - 100%
2 Maximum Size Square Mesh Screen	40 - 70%
No. 4 Sieve	0 - 6%

2.03 WATER

A. Water shall be clean and free from oil, acids, alkalis, organic materials or other injurious substances.

2.04 REINFORCEMENT

A. Reinforcing Bars: ASTM A615, Grade 60, deformed bars of USA manufacture.

B. Welded Wire Fabric: ASTM A185, gauges, spacing and dimensions as indicated.

C. Metal Bar Supports: CRSI MSP-1, Chapter 3, Class 2, Type B, Stainless Steel Protected Bar Supports, or otherwise approved by the Engineer. Use concrete supports for reinforcement in concrete placed on grade.

D. Tie Wire: 16 gauge minimum, black, soft annealed.

E. Coupler Splice Devices: Cadweld tensions couplers, capable of developing the ultimate strength of the bar as manufactured by Erico Products, Incorporated, Solon, Ohio, or equal.

F. Epoxy coated or FRP rebar shall be used for all marine applications.

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

2.05 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. Glass Fiber Reinforced Plastic (FRP) Forms: Smooth coated forms, braced so as not to bend, dent or dimple under wet concrete loads, vibrator impact and tool impact, and at least 0.11 inch thick. Design forms for external bracing at piers and columns, without use of form ties.

G. Plugged Cone Form Ties: Rod type, with ends or end fasteners which can be removed without spalling the concrete and which leave a hole equal in depth to the required reinforcement clearance. Form ties shall be of a design in which the hole left by the removed end or end fastener is easily filled to match the surface of the hardened concrete. Provide removable cones 13 inches in diameter by 12 inches

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

deep. Provide preformed mortar plugs to match the color of the concrete, recessed 3 inches, adhered with an approved two-part epoxy.

H. Weep Hole Forms: PVC polyethylene, or ABS pipe, matching color of the concrete, 4 inch inside diameter, with outlet projecting 12 inches form wall and cutoff in a plane parallel to it.

I. Circular and Elliptical Column Forms: Fabricate of two pieces, clamped watertight using gaskets and without horizontal joints. Install horizontal construction joints only where indicated or as directed by the Engineer.

J. Beam Forms: Provide in one length without form joints and suitable for cambering up to 1/160 of span without distortion of profile or opening of seams.

K. Forms of Hammerhead Pier Caps: Provide in one length with adjustable soffits, bulkheads and screens as necessary to accommodate different hammerhead beam configurations. Provide no construction joints in hammerhead pier caps. Where three or fewer identical hammerhead pier caps occur within a line section, steel braced HDO plywood forms may be substituted for steel forms if:

1. Working drawings of formwork are submitted.

2. Internal form ties are regularly spaced no less than 48 inches each way and are made watertight.

3. Form ties have removable cones, which are filled to match concrete.

4. Joints in panels are fully watertight.

5. The resulting surface matches the appearance of steel formed hammerhead caps, with no visible discoloration due to form leakage.

L. Styrofoam Board: Expanded polystyrene extruded into board form, closed cell, moisture resistant, capable of maintaining indicated clear space between concrete structures.

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

M. Control Joint Filler: Use epoxy joint filler equal to BurkEpoxy Joint Filler to fill voids left by saw cuts and to resist against spalling caused by vehicle traffic in concrete slabs.

N. Inserts: Galvanized cast steel or galvanized welded steel, complete with anchors to concrete and fittings such as bolts, wedges and straps. Provide hanger inserts spaced to match grid of suspended ceilings.

O. Shoring: As designed and executed by Contractor to support all loads.

P. Chamfer Strips: Polyvinyl strips designed to be nailed in the forms to provide a 3/4-inch chamfer at exposed edges of concrete members.

Q. Form Release Agent: A blend of natural and synthetic chemicals that employs a chemical reaction to provide quick, easy and clean release of concrete from forms, and equal to Eucoslip, by the Euclid Chemical Company, or Release #1, by The Burke Company. Use a non-staining release agent that leaves the concrete with a paintable surface.

2.06 ADMIXTURES

A. Air Entraining Admixture: ASTM C260.

B. Water Reducing and Retarding Admixture:

1. Concrete Without Superplasticizer:

a. Water Reducing Admixtures: ASTM C494, Type A, equal to Eucon WR-75 by the Euclid Company, Pozzolith 200N by Master Builders, Plastocrete 161 by Sika Chemical Corporation, and containing no calcium chloride.

b. Water Reducing and Retarding Admixtures: ASTM C494, Type D, equal to Eucon Retarder-75 by the Euclid Company, Pozzolith 100 XR by Master Builders, Plastiment by Sika Chemical Corporation, and containing no calcium chloride.

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

c. Accelerating Admixtures: ASTM C494, Type C or E, equal to Accelguard 80 by the Euclid Company, Darex Set Accelerator by W.R. Grace, and containing no calcium chloride.

2. Concrete with Superplasticizer:

a. Water Reducing, High Range Admixtures: ASTM C494, Type F or G, equal to Eucon 37 by the Euclid Company, Rheobild 716 by Master Builders, Daracem 100 by W.R. Grace, Sikament by Sika Chemical Corporation, and consisting of a second generation admixture, free of chlorides and alkalis (except for those attributable to water) composed of a synthesized sulfonated complex polymer, enabling the concrete to maintain its rheoplastic state in excess of two hours if necessary.

b. Manufacturer's Job Site Representation: Provide the services of a competent field service representative from the manufacturer of each of the admixtures selected for use to provide at the job site advice and consultation on the use of the admixture materials, including the effect on the concrete in place, including recommending maximum discharge time for superplasticizer method and procedure to induce superplasticizer into mixer, quantities of admixtures to be used if variations are required because of temperature/humidity, wind or other environmental considerations, and to be available on short call at any time requested by the Owner, Contractor, or concrete producer.

3. Concrete used in Marine Applications:

a. Micro Silica admixtures shall be used for concrete installed in marine and coastal applications. Concrete designs shall met the appropriate requirements of EN206-1, BS 8500 and BS 5075. Contractor shall provide plant certification for all mix designs used in marine and coastal applications.

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

2.07 GROUT

A. Nonshrink, Nonmetallic Grout: The Burke Company's Non-Ferrous, Non-Shrink Grout, Sauereisen F-100 Level Fill, Master Builders Masterflow 713, Euclid NS Grout, or equal pre-mixed type.

B. Nonshrink Metallic Grout: The Burke Company's Metallic Spec Grout, Master Builders Embeco 636 Grout pre-mixed type, or equal.

C. Epoxy Grout: Sikadur 42 Grout-Pak, or equal, for grouting sleeves for anchor bolts, etc.

D. Clarifier Basin Grout: Class B concrete of coarse aggregate shall pass the 3/4 inch sieve.

2.08 MEMBRANE CURING COMPOUND.

A. Membrane curing compound shall be wax-free, pigmented, 100 percent resin base compound such as A.C. Horn's "Horncure 30 C", Hunt Process Corporation; Southern's "All-Resin", or equal.

2.09 BONDING AGENT.

A. Bonding agent shall be Colma Fix, as manufactured by Sika Chemical Corporation, of Passaic, New Jersey or equal. To be considered equal, the material must be a two-component epoxy-polysulphide resin system, and it must have a demonstrated record of strong adhesion to both wet and dry concrete in either the hardened or the plastic state. It must also be of equal strength.

2.10 ACCESSORIES

A. Precast Concrete Block Supports for Reinforcing Bars: Comply with ACI 315. Provide blocks with No. 4 dowels bent 90° to support top bars.

B. Membrane: 6 mil polyethylene film.

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

C. Water Stops: Polyvinyl chloride meeting all requirements of U.S. Army Corps of Engineer's Specification CRD-C-572 and equal to Burke Water Stops as manufactured by The Burke Company. Provide flat dumbbell type and center bulb type, 9 inches x 3/8 inch at wall thickness of 12 inches or greater, and 6 inches x 3/8 inches at wall thickness less than 12 inches. Provide 6-inch split-ribbed with center bulb type at connections of new concrete structures with existing concrete. Provide water stops as indicated on the Drawings.

D. Preformed Expansion Joint Filler:

1. Bituminous type conforming to the requirements of ASTM D994.

2. Nonextruding type, self-expanding cork, ¾-inch thick or as otherwise shown on the Drawings, conforming to the requirements of ASTM D1752, Type III, and compatible with the specified joint sealant compound.

E. Joint Sealant: A multipart gray polyurethane sealant, meeting U.S. Federal Specification TT-S-00227E (3) Type 1, Class A self-leveling for horizontal joints, and Type II, Class A, non-sag for vertical joints, and recommended by the manufacturer for continuous immersion in water. Provide sealants as manufactured by Products Research and Chemical Corporation, Mameco International, The Burke Company, W.R. Meadows, or equal.

F. Tongue and Groove Joint Forms: 24-gauge steel forms complete with steel stakes and splice plates, designed for joints not to receive a poured seal, and equal to Burke Keyed Kold Joint as manufactured by The Burke Company.

G. Inserts: Galvanized steel to fit the proposed hanger or support.

H. Mortar for Repair of Concrete: Same materials as used for concrete, except omit coarse aggregate and use not more than one-part cement to two and on-half parts sand by damp loose volume. Use no more mixing water than is necessary for handling and placing.

I. Burlap Mats: Conform to AASHTO Specification M182.

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

J. Epoxy Bonding Agent: Euco #452, BurkEpoxy MV, Sikadur Hi Mod, Concresive 1001-LPL, or equal.

K. Powered Epoxy Coating for Anchor Bolts: Powdered epoxy resin as manufactured by the 3M Company, Scotchkote No. 213, Armstrong No. R349.

2.11 CONDUITS AND PIPES EMBEDDED IN CONCRETE

A. Conduits, pipes and sleeves of any material not harmful to concrete shall be permitted to be embedded in concrete with approval of the engineer, provided they are not considered to replace structurally the displaced concrete.

B. Conduits and pipes of aluminum shall not be embedded in structural concrete unless effectively coated or covered to prevent electrolytic action between aluminum and steel.

C. Conduits and pipes, with their fittings, embedded within a column shall not displace more than 4% of the area of cross section on which strength is calculated or which is required for fire protections.

D. Conduits, pipes, sleeves passing through a slab, wall or beam shall not impair significantly the strength of the construction.

E. Except when plans for conduits and pipes are approved by the engineer, conduits and pipes embedded within a slab, wall, or beam shall satisfy the following:

1. They shall not be larger in outside dimension than one-third overall thickness of slab, wall, or beam in which they are embedded.

2. They shall not be spaced closer than three diameters or widths on center.

2.12 PIPES CONTAINING LIQUID, GAS, OR VAPOR

A. Pipes that will contain liquid, gas or vapor may be embedded in structural concrete under the following conditions:

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

1. Pipes and fittings shall be designed to resist effects of the material, pressure, and temperature to which they will be subjected.

2. No liquid, gas, or vapor, except water not exceeding 90°F (32C) nor 50 psi (345 kPa) pressure, shall be placed in the pipes until the concrete has attained its design strength.

3. Concrete cover for pipes, conduits and fittings shall be not less than 12 inches (38 mm) for concrete exposed to earth or weather or in contact with ground.

4. Reinforcement with an area of not less than 0.002 times area of concrete section shall be provided normal to piping.

5. Piping and conduit shall be so fabricated and installed that cutting, bending or displacement of reinforced from its proper location will not be required.

PART 3 - EXECUTION

3.01 PROPORTIONING

A. The proportions of aggregate to cement shall be such as to produce 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 (30) nor more than fifty (50) percent of the total weight of the aggregate.

B. The total content, including the surface water contained in the aggregate, shall not exceed 5.7 gallons per sack of cement. The slump shall not exceed four (4) inches. Air-entraining admixture shall be Darex AEA as manufactured by the Dewey and Almy Chemical Company.

C. The amount of air entrained in the freshly mixed concrete shall not be less than three (3) percent nor more than six (6) percent. The minimum cement content in sacks per cubic yard of concrete shall not be less than six (6) sacks per cubic yard for Class "A" concrete.

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

D. 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", (A.S.T.M. designation C-94).

1. Class "A" concrete for all structures shall have minimum compressive strength of 4000 psi at 28 days.

2. Class "B" concrete for sidewalks shall have minimum compressive strength of 3000 psi at 28 days.

3. All concrete shall be Class "A" unless otherwise shown on the drawings.

3.02 MIXING AND PLACING

A. Concrete shall be mixed, conveyed and deposited in accordance with the "A.C.I. Building Code" (A.C.I. 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	Additives (if any)
2.	Type of cement and weight	Site arrival time
3.	Quantity of water and time added	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.

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

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 90 minutes after the water has been introduced, and not for more than 45 minutes if any approved retarding agent is not used.

4. Minimum mixing time shall be 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. Mixes.

1. Mix Design: Conform to ACI 318, Section 4.3. Submit data on consecutive tests and standard deviation.

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

2. Maximum Water-Cement Ratio:

.37 (lbs/lb) - Concrete with superplasticizer
.38 (lbs/lb) – Concrete in Marine Environments
.45 (lbs/lb) - Class A concrete without superplasticizer
.55 (lbs/lb) - Class B concrete without superplasticizer
.65 (lbs/lb) - Class C concrete without superplasticizer

3. Air Content: 5 percent plus or minus 1.5 percent (Class A and B).

4. Slump: 4 inches plus or minus 1 inch for Class A and B without superplasticizer.

7 inches plus or minus 1 inch for Class A and B with superplasticizer.
8 inches plus or minus 1 inch for tremie concrete or as specified by details.

H. 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 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. Concrete shall be placed in layers not over 12 inches deep before compacting. Concrete shall be compacted by internal vibrating equipment supplemented by spading and hand-rodding between reinforcing steel and

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

form to eliminate air bubbles and honeycomb. Vibrators shall not be used to move the concrete laterally inside the forms. Duration of vibration shall be limited to the time necessary to provide satisfactory consolidation without causing segregation, not less than five and not more than 15 seconds per square foot of exposed top surface. The vibrator shall be constantly relocated and shall be placed in each specific spot only once for each layer. The Contractor shall take steps to assure that sufficient personnel are available to devote full time to operating vibrator, spading and rodding.

5. Wall concrete shall be placed in layers as indicated above, with the first lift preceded by a 1-inch minimum layer of 1:2-1/2 cement-sand grout, with a 6-inch to 8-inch slump, placed on existing concrete not more than 20 minutes before concrete placement. The surface of previously placed hardened concrete shall be clean and wet before grouting or shall be treated with a bonding agent as required. Puddles of water in horizontal recessed keys shall be avoided by the use of drain recesses to outside edge of concrete. Concrete in walls and deep beams shall be placed in lifts not to exceed three layers at 12 inches each for the full length of the pour before proceeding higher. The placing of concrete shall not be delayed more than 20 minutes between layers or lifts.

6. Slab forms shall be thoroughly cleaned after placing wall concrete below. Concrete in beams or walls shall be placed to bottom of floor slab. After concrete in walls below floor slab has been in place for approximately 30 minutes, the concrete for the floor slab and upper portion of the beam shall be placed and vibrated.

7. When concrete is conveyed by chutes, the equipment shall be of proper size and design to insure 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.

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

All chutes and spouts shall be thoroughly cleaned before and after each run. All debris and water shall be discharged outside the forms.

3.03 CURING AND PROTECTION

A. Curing:

1. Immediately after surface defects have been repaired, apply a spray coat of curing compound to all exposed surfaces, including slabs, walls, beams and columns in accordance with the manufacturer's recommendations. Protect exposed steel keyways and other embedded items from the curing compound. Water cure, as specified in paragraph B hereunder, all concrete surfaces that are to be exposed to wastewater, surfaces that are to be coated with a coal tar epoxy system, and concrete floors requiring a bond for special finishes.

2. Do not apply compound during periods of rainfall. Should the film become damaged from any cause within the required curing period, immediately repair the damaged portions with additional compound. Upon removal of forms, immediately coat the newly exposed surfaces to provide a curing treatment equal to that provided for the surface.

3. Curing and Sealing Compound: Use clear compound conforming to Federal Specification TT-C-800A, 30% solids content minimum, having test data from an independent laboratory indicating a maximum moisture loss of 0.030 grams per sq. cm. when applied at a coverage rate of 300 sq. ft per gallon, and equal to Super Floor Coat or Super Pliocure by The Euclid Chemical Company or Masterseal 66 by Master Builders. Furnish manufacturer's certification as required.

4. Apply specified clear curing and sealing compound to all horizontal areas so noted on the Drawings or in the Specifications. Apply immediately after final finishing. Apply this compound to non-structural construction joints of slabs on grade to act as a bond breaker prior to placement of adjacent concrete.

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

B. Water Curing Method: Cure all concrete that is to be water cured by either the wet burlap method, by continuous fogging or by covering with waterproof sheet.

1. Wet Burlap Method: Cover concrete surface with a double thickness of burlap, cotton mats, or other approved material, kept thoroughly saturated with water. Keep the forms wet until removed and upon removal, start the curing specified herein immediately. Cure the concrete for a period of 7 days for normal Portland cement or 4 days for high early strength cement. Do not submerge concrete poured in the dry until it has attained sufficient strength to adequately sustain the stress involved and do not subject it to flowing water across its surface until it has cured 4 days.

2. Continuous Fogging: Perform continuous fogging by fogging with a nozzle which so atomizes the flow of water that a mist, and not a spray, is formed. Fog the concrete surface regularly without allowing any part of the surface to become dry. Take all necessary precautions to prevent erosion of the concrete surface by the water.

3. Covering with Waterproof Sheets: Keep the entire area to be cured continuously wet by fogging, as specified in the fogging paragraph above, for at least 18 hours and then immediately cover with waterproof curing sheet conforming to ASTM C171, waterproof paper and polyethylene film, free of holes or tears. Keep sheet fully flat, without wrinkles or air bubbles, held down tautly at all edges. Do not use this method on slabs which will be exposed to view.

3.04 PLACING REINFORCEMENT

A. All reinforcement shall be detailed, fabricated and erected in accordance with the A.C.I. "Manual of Standard Practice for Detailing Reinforced Concrete Structure", (A.C.I. 315), including bar supports and spacers. At splices all reinforcing bars shall be lapped a minimum of twenty-four (24) bar diameters but not less than twelve (12) inches.

B. The reinforcing shall be fabricated to the shapes and dimensions shown and shall be placed where indicated on the drawing. Before placing, all reinforced steel shall be thoroughly cleaned of rust, mill scale or coatings, which would reduce or destroy

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

the bond. Reinforcing bars shall conform to the requirements of the latest editions of the A.C.I. Code and the CRSI Manuals.

C. Wire mesh, unless otherwise shown on the drawings or specified, shall be 6" x 6" No. 10 woven or electrically welded wire fabric conforming to the requirements of ASTM Designation A185, latest revision.

D. Space chairs and bolsters in accordance with ACI 315 and 318 using height to furnish cover over reinforcing required. Chairs with plastic feet or stainless steel shall be used in all beams and elevated slabs. Chairs for other concrete adjacent to or on the ground may be pieces of concrete block or concrete brick compressed into subgrade with the rebars bearing directly on the pointed edge of the masonry supports, or chairs set on precast concrete pads compressed into the subgrade.

E. When placed in the forms, reinforcement shall be clean and free of all loose rust, scale, dust, dirt, paint, oil or other foreign material, and shall be accurately and securely positioned both laterally and vertically before placing concrete. Minimum clearances between the steel and face of concrete shall be maintained as shown.

F. The rebars shall be fastened together at every intersection or at intervals not greater than 24 bar diameters by wire ties or by some alternate method acceptable to the Engineer. In areas where large bars are closer together, the wire ties may be spaced not more than 30 bar diameters apart, rather than as specified above.

3.05 FORMS

A. Installation and erection shall be in accordance with ACI 347 and as specified hereinafter.

B. 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 so as 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.

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

C. 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.

Chamfer strips made from nominal dimensional 1" x 1" 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. Slots, chases, recesses or other openings as shown on the drawings or as needed for the work of any other trades shall be boxed out.

G. Box out for all temporary openings and build forms to seal them up when and as required.

H. 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.

I. 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.

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

J. 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.

K. 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.

L. Bonding to Existing Surfaces: Clean existing concrete surfaces that are to have new concrete bonded thereto of all grease, oil, dust, dirt and loose particles and coat with an epoxy bonding agent just prior to placing of the new concrete. Apply the bonding agent as recommended by the manufacturer and allow the agent to become tacky before the new
concrete is placed. Do not allow the bonding agent to overlap or be spilled on the surfaces to be exposed after the work is completed.

3.06 FORM REMOVAL

A. Maintain formwork in place for the following structural conditions until the concrete has attained the minimum percentage of indicated design compressive strength or for the period of time specified in the following table.

Note: Time periods in the table include all days except those in which the temperature falls below 40 degrees F.

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

Structural Member or Condition	Normal Strength Concrete	Normal High-Early Strength Concrete	Minimum Compressive Strength for Form Removal (% Design Strength)
Cantilevers	12 days	7 days	90
Over 20 feet between supports	12 days	7 days	90
Stairway	10 days	5 days	80
Floor Slabs	5 days	3 days	70
Free standing walls, column and piers	5 days	3 days	70
Walls, piers columns, sides of beams, footings slabs on grade, and vertical surfaces	24-48 hours	12-24 hours	70
Front face form of curbs	6-24 hours	6 hours	70

3.07 CONCRETE FINISHINGS

A. Repair of Surface Defects:

1. General: Repair surface defects, including tie holes immediately after form removal. Dampen the area to be patched and an area at least 6 inches wide surrounding it to prevent absorption of water from the patching mortar. Notify the Engineer prior to commencing operations.

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

2. Removal of Defective Concrete: Remove all honeycombed and other defective concrete down to sound concrete. Cut edges perpendicular to the surface or slightly under cut. Sand blast surfaces to receive repair.

3. Bonding Grout: Thoroughly dampen surfaces to be patched and apply a coat of bonding grout consisting of one-part cement to one part fine sand passing a No. 30 sieve and having the consistency of thick cream.

4. Placing Patching Mortar: After the bonding grout begins to lose its water sheen, apply a premixed patching mortar, thoroughly consolidating it into place and striking it off so as to leave the patch slightly higher than the surrounding surface. Leave mortar undisturbed for one hour to permit initial shrinkage and then finally finish.

5. Tie Holes: After being cleaned and thoroughly dampened, fill the tie holes solid with patching mortar.

B. Concrete Finishes:

1. Formed Surfaces: After removal of forms, chip off all irregular projections, grind flush with adjacent surfaces and finish concrete surfaces in accordance with the following schedule:

Finish Designation	Area Applied
F-1	Exterior walls below grade not exposed to water: Repair defective concrete, fill depressions deeper than 2 inch, and fill tie holes.
F-2	Exterior and interior walls exposed to water: Repair defective concrete, remove fins, fill depressions 3 inch or deeper, and fill tie holes.
F-3	Walls of structures of buildings exposed to view and underside of formed floors or slabs: In addition to Finish F-2, fill depressions and airholes in mortar. Dampen surfaces and then spread a slurry

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

consisting of one-part cement and one and one-half parts sand by damp loose volume on the
surface with clean burlap pads or sponge rubber floats. Remove any surplus by scraping and then rubbing with clean burlap.

F-4 Tops of walls, beams and similar unformed surfaces occurring adjacent to formed surfaces: Strike smooth after concrete is placed and float to a texture reasonably consistent with that of formed surfaces.

2. Slab Surfaces:

a. General: After concrete has been consolidated, finish all concrete slabs with a floated finish. After floating, trowel finish all concrete slabs, except for areas to receive roofing, insulation, tile or topping, and immediately light broom finish. Where a finish is not indicated, provide a troweled finish.

Finish Designation	Area Applied
S-1	Slabs and floors not water bearing: Smooth steel trowel finish.
S-2	Slabs and floors which are water bearing and slab surfaces on which mechanical equipment moves: Steel trowel finish free from trowel marks and all irregularities.
S-3	Slabs, floors and stair treads of structures or buildings exposed to view: Steel trowel finish without local depressions or high points and apply a light hair-broom finish. Do not use stiff bristle brooms or brushes. Leave hair-broom lines parallel to the direction of slab drainage.
S-4	Slabs and floors at slopes greater than 10%: Steel trowel finish without local depressions or high points. Apply a stiff bristle broom finish. Leave broom lines parallel to the direction of slope drainage.

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

S-5 Exposed edges of slabs, floors and tops of walls: Finish with a 3-inch radius edge if a chamfer is not indicated.

C. Floated Finish: After concrete has been placed, consolidated, struck off and leveled, do not work the surface further until water sheen has disappeared and the surface has hardened sufficiently to permit floating. During the first floating, check the planeness of the slab with a 10-foot straightedge applied at no less than two angles. Cut down all high spots and fill all low spots to produce a surface having the required tolerance. Then refloat the slab to a uniform sandy texture.

D. 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.

E. 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.

F. 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 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.

G. Saw Cut Joints: Cut joints that are to be saw cut not sooner than 2 hours after the concrete is poured and not later than 8 hours after the pour.

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

3.07 TESTS

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 specimen test cylinders shall be taken from each pour of five (5) cubic yards or more. One additional test shall be taken from each thirty (30) cubic yards or fraction thereof in each pour in excess of thirty (30) cubic yards.

B. Test specimens shall be taken from manhole bottom pours of less than five (5) 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.

3.08 EXPANSION JOINTS, CONSTRUCTION JOINTS AND WATER STOPS

A. 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.

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

B. 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.

C. Water Stops. Material for water stops shall be 9-inch PVC multi-rib center-bulb type for expansion joints, and 1/4" x 4" and 1/8" x 4" structural steel sheets for construction joints. PVC joint material shall be as manufactured by The Burke Company, or approved equal.

END OF SECTION

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

SECTION 03 60 00
GROUTING

PART 1 - GENERAL

1.01 WORK INCLUDED

A. Provide all labor, materials, tools and equipment and perform all grouting as specified hereinafter and indicated on the Drawings.

1.02 RELATED WORK

A. Section 03 30 00: Cast-In-Place Concrete

1.03 SUBMITTALS

A. Submit manufacturer's literature for review on the following items:

1. Non-shrink grout data including grout properties, mixing, surface preparation and installation instructions.

1.04 DELIVERY AND STORAGE

A. Deliver and store grouting materials in unbroken containers with seals and labels intact as packaged by the manufacturer.

PART 2 - PRODUCTS

2.01 MATERIALS

A. Non-shrink, Nonmetallic Grout: The Burke Company's Non-Ferrous, Non-Shrink Grout, Sauereisen F-100 Level Fill, Master Builders Masterflow 713, Euclid NS Grout, or equal pre-mixed type.

B. Non-shrink Metallic Grout: The Burke Company's Metallic Spec Grout, Master Builders Embeco 636 Grout pre-mixed type, or equal.

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

C. Epoxy Grout: Sikadur 42 Grout-Pak, or equal, for grouting sleeves for anchor bolts, etc.

PART 3 - EXECUTION

3.01 PREPARATION

A. Clean all bonding surfaces or dust and oil.

3.02 INSTALLATION

A. Non-shrink Grout:

1. Use non-shrink, nonmetallic grout for grouting precast concrete wall panel connections, column base plates, anchor bolts, reinforcing bars, pipe sleeves, machinery supports and pump base plates. Use epoxy grout for anchor bolts, etc., where indicated on the Drawings.

2. Mix and place non-shrink grout as recommended by the manufacturer.

3. Mix grout as close to the work area as possible and transport quickly to its final position in a manner which will not permit segregation of materials.

4. Cure non-shrink grout with water saturated burlap for at least three days or with an application of Super Rez Seal cure and seal compound applied immediately after grout placement.

5. Do not operate machinery set on grout pads until the grout has cured for at least 24 hours.

END OF SECTION

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

SECTION 31 22 00
GRADING

PART 1 - GENERAL

1.01 Work Includes

A. Excavation and embankment necessary for grading the site shall be considered to include that required for roads, walks, culvert installations, and drainage ditches and channels.

PART 2 - EXECUTION

2.01 Preparation

A. After the removal of topsoil, the then existing surface is to be excavated or filled to the elevations and slopes indicated on the Drawings, or as directed by the Engineer. Additional fill, if required, and is not available elsewhere, shall be excavated from borrow areas selected by the Contractor, but subject to the approval of the Engineer. Unless otherwise provided, all borrow pits shall be located entirely outside the limits of the site.

B. On areas where roadway pavement is to be placed, the subgrade therefore shall be no more than 0.10 foot above or below the established grade; in other areas, the finished grade shall be not more than 0.15 foot above or below the established grade.

C. Where rock is encountered at road subgrade or finished grade in areas other than roads, it shall be removed for a depth of six (6) inches below such subgrade or finished grade elevation.

D. Subgrades and shoulders for the access and service roads shall be constructed to the lines and grades indicated, and in conformance with the applicable requirements of the "Standard Specifications" for the Florida State Department of Transportation.

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

2.02 Embankment

A. On hillsides in which the existing slope is steeper than four to one, the Engineer may require the surface to be plowed to provide binding of the embankment with the original ground. When, in the opinion of the Engineer, existing slopes are excessive, the Engineer may require the original ground to be cut into the steps or berms.

B. All materials removed from classes of excavation, which are determined as suitable by the Engineer, shall be used in the formation of embankments. Excavated material which is not required for embankments shall be disposed of by the Contractor, at his responsibility and expense, outside the limits of the site, unless the Engineer gives notice of some point of disposal within the site. No material shall be disposed of in any flood channel area.

C. Earth or other friable materials shall be placed in successive horizontal layers of loose material not more than nine (9) inches in depth, spread uniformly by use of graders or other approved devices, and rolled until thoroughly compacted with an approved three (3) wheel power roller weighing not less than ten (10) tons. The Engineer may permit the Contractor to use approved sheep-foot tamping rollers. Embankments at points inaccessible to the roller shall be made in horizontal layers of loose material not exceeding six (6) inches in depth and thoroughly compacted by mechanical tampers.

D. Where rock only is available, it shall be placed in loose layers not exceeding two (2) feet in depth and rolled as provided above. Rock fills shall only be considered as such where the earth or other finer materials is uniformly distributed and is considerably less than sufficient to fill the voids and interstices; otherwise it shall be considered and placed as earth fill. The top layer of rock fills shall not exceed eight (8) inches in depth, and the interstices shall be thoroughly filled with small spall, shale, gravel, or other similar approved material and thoroughly compacted. This top layer of rock shall be kept at least eight (8) inches below the elevation of subgrade for payments, and finished grade elsewhere, with the balance of the fill formed by topsoil or other approved material, as required.

E. No roots, leaves, grass, or any form of vegetation shall be placed or allowed to remain in filled or graded areas.

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

F. The Contractor shall be responsible for the stability of all embankments and shall replace all sections which, in the opinion of the Engineer, have been damaged or displaced due to carelessness or neglect on the part of the Contractor due to natural causes, such as storms.

G. During grading operations, cuts and fills shall be kept shaped and drained at all times.

END OF SECTION

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

SECTION 31 23 00
EXCAVATION AND FILL

PART 1 - GENERAL

1.01 SCOPE

A. The work covered by this section and required by this Contract includes the completion of all excavation, backfilling and embankment to the lines and grades indicated by the drawings, as further specified below, and necessary to the following operations:

1. Stripping, storing and replacing topsoil;

2. Excavation and backfill for pipe trenches;

3. Excavation and embankment for road, grading and drainage of the site;

4. Excavation and backfill for buildings and structures; and

5. Borrow excavation.

1.02 CHARACTER OF MATERIAL.

A. The Contractor must satisfy himself regarding the character and amount of loam, clay, sand, quicksand, muck, gravel, rock, water and all other material to be encountered in the work to be performed.

1.03 DESCRIPTION

A. The Contractor shall excavate, protect and backfill all foundations, trenches, tunnels and other excavations that may be necessary for completing the work to be done under this Contract. All excavation shall be in open cuts, except where and to such extent as the Engineer may authorize or direct that the same be done in tunnel, or where such is specified in the Special Requirements or Contract drawings. Trenches may, in general, be excavated and backfilled either by machinery, or by hand as the Contractor may elect; provided, however, that the Engineer shall be empowered, wherever he shall decide that such necessity exists, to direct that hand

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

excavation by employed; and, provided, further that backfilling by hand shall be done to the extent hereinafter specified. The Contractor shall have not claim for extra compensation due to the fact that hand, instead of machine, excavation may be necessary from any cause whatever.

B. The Contractor shall perform all excavation of every description and of whatever substances encountered, to the lines and grades or depths indicated by the drawings, as specified herein, or as directed by the Engineer. Embankments shall be prepared in accordance with the Specifications, and as necessary to bring the ground surface to the subgrade elevation for roads and to finished grade elevations for other areas as shown on the drawings, or directed by the Engineer. All excavated material not required for backfill or embankment shall be removed and wasted or otherwise disposed of as directed or specified.

C. The term "subgrade" as used herein shall have the meaning given below:

1. The bed of a trench prepared as specified to receive pipes or other conduits;

2. The area upon which the lower surface of roadway paving, walks, gutters, or curb rests;

3. The surface of excavation or embankment areas prepared to receive topsoil; and

4. The areas upon which rest the planned bottom of footings, foundations, or slabs.

PART 2 - MATERIALS

2.01 TOPSOIL

A. Stripping. The area from which topsoil is to be stripped and the locations where it is to be stored shall be as shown on the drawings or as specified below. The topsoil shall be stripped to a depth of not less than six inches (6”). On all areas where any type of grading is to be performed, including the areas within the lines of buildings and structures, the topsoil shall be carefully removed and spread either on areas

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

already graded or prepared for topsoil, or in stockpiles conveniently located to the areas which are later to receive application of topsoil.

B. Spreading. On areas intended to receive topsoil, the compacted subgrade shall be scarified to a depth of two inches (2") for bonding topsoil with subsoil. The topsoil shall then be evenly spread, compacted and graded to the finished elevations shown on the drawings or as specified by the Engineer. Compaction shall be effected by a single pass of an approved roller.

2.02 REMOVAL AND STORAGE OF MATERIAL

A. In locations where the working space is limited, the material excavated from the first one hundred feet (100') of any trench, or from such additional length as may be required, shall upon order of the Engineer, be removed at the Contractor's own cost and expense, as soon as excavated. The materials subsequently excavated shall be used to refill the trench. In no case will the Contractor be allowed to cast excavated material beyond curb of right-of-way lines, or on sidewalks or lawns, and the failure or refusal of the Contractor to comply with this requirement shall be sufficient cause for the Engineer to stop all work under the Contract.

B. In case more material is excavated from any trench than can be backfilled over the completed sewer or can be stored within the limits of the right-of-way, leaving space for the traffic and drainage as herein provided, the excess material shall be removed to some convenient place, provided by the Contractor. The Contractor shall at his own cost and expense bring back as much of the material so removed, as may be required to properly backfill the trench, if of the proper kind; or, if so directed by the Engineer, the Contractor shall, at his own cost and expense, furnish such other suitable material as may be necessary.

C. When it is necessary to haul soft or wet material over the streets, the Contractor shall provide suitable tight vehicles, or a pattern approved by the Engineer for this purpose.

2.03 SHEETING, BRACING AND SHORING

A. The Contractor shall furnish the material for, and do all timber shoring, bracing and sheeting necessary to perform and protect the excavation, and as required by the

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

Engineer to protect the work, other structures, the public, and the Contractor's employees. If trench protection is necessary, per OSHA requirements, the Contractor shall account for the anticipated expense in the appropriate bid item, or in the unit cost for pipe installed, or a combination of both. If the Engineer deems that sheeting, bracing, or shoring is necessary, it shall be supplied by the Contractor at no additional expense to the Owner. Such sheeting, etc. may be removed as the work progresses, but where, in the opinion of the Engineer, damage may result through removal; it shall be left in place with payment therefore made as hereinafter provided. The right of the Engineer to order sheeting, etc. left in place shall not render the issuance of such order obligatory on the part of the Engineer.

B. All sheeting, etc. shall be arranged so that it may be withdrawn, as the trenches are backfilled, without injury to the pipe and its appurtenances, and without injury to or settlement of adjacent structures and pavements. All voids caused by withdrawal shall be immediately filled with sand or other satisfactory material and compacted by ramming or other method satisfactory to the Engineer.

C. No timber sheeting, bracing or shoring shall be left within 18 inches (18”) of any natural ground surfaces or within 12 inches (12”) of the subgrade of any rigid or flexible type pavement, or railroad roadbed. In any trench shoring system, no vertical member shall remain directly over the pipe and no horizontal member shall remain within 12 inches (12”) of any pipe. After backfilling is started, no sheeting shall extend below the horizontal diameter of the pipe without the Engineer's approval. Sheeting left in place shall be cut off at such point as the Engineer may order, and the portions cut off shall be removed from the work.

D. If the Engineer determines that the material furnished is not of proper size or quality, or not properly placed, the Contractor shall furnish and place other and satisfactory material in an acceptable manner, and shall not be entitled to additional compensation for such corrective work.

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

PART III - EXECUTION

3.01 ORDER OF WORK

A. The Contractor shall submit a progress schedule as specified in Article 2.40 and shall carry on his work in strict accordance therewith. Deviations from the progress schedule may be made only with the approval of the Engineer.

B. Manholes shall be constructed either at the same time as the main sewer or immediately after its completion.

3.02 SEWER LINES AND GRADES. Sewer lines and grades shall be laid out and maintained during construction in the following manner.

A. Prior to the commencement of trench excavation, the Contractor shall prepare and submit to the Engineer for approval, detailed cut sheets provided by the Contractor's surveyor. The surveyor shall be registered in the State of Florida. Cut sheet shall show; the beginning and ending of manholes; the distance between manholes; the grade, size and type of line, the depth of cut; etc. The form of cut sheets shall be satisfactory to the Engineer. All expense for the preparation of cut sheets shall be borne by the contractor and be included in the unit price per foot of pipe. Cut sheets must be approved by the Engineer in writing before pipe laying operations may be permitted. It shall be the responsibility of the Contractor to prepare cut sheets far enough in advance of his anticipated trenching schedule so that avoidable delay in the work will not occur.

B. Before beginning the excavation for any run of main sewer, the Contractor's forces, under the direction of the Engineer, shall:

1. Set control points for line and grade as given on the Drawings or as otherwise determined by the Engineer. In unpaved or unsurfaced areas, these points shall be placed on the top of stakes securely driven into the ground. In paved areas, there may be spikes driven into the paving or crosses cut into the paving, and in either case, enclosed in a painted circle. Stakes or points shall be sufficiently offset from the centerline so as to be undisturbed during the excavation and pipe laying operations. The offset

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

shall be on the side of the centerline opposite to that on which excavation will be thrown.

2. As the rough excavation is completed, the Contractor's surveyor shall place grade or batter boards of finished, straight lumber across the trench opposite each stake or point. The grade boards shall be securely supported so as not to be subject to accidental displacement. The top of each board shall be leveled and set at the same distance above the sewer invert. A nail shall then be driven into the top of each board on the centerline of the sewer and each nail connected by a string line pulled taut.

3. The preparation of the final subgrade and the pipe laying shall then proceed in the manner specified herein, beginning at the manhole having the lower invert and working upgrade and using the string line as control for maintaining sewer grade and horizontal alignment. A straight wooden pole suitably marked and with a right-angled offset at the bottom to project past the bell of the pipe and rest upon the pipe invert, shall be used to check the vertical distance from string line to invert.

C. The use of laser beams shall be acceptable as a method of controlling pipe alignment and grade.

3.03 WIDTH AND DEPTH OF TRENCHES

A. From the subgrade elevation to an elevation at least 12 inches (12”) above the top of the outside barrel of the pipe, the banks of trenches in all cases shall be excavated to vertical lines, and the trenches shall be not less than 12 inches (12”) nor more than 16 inches (16”) wider nor more than eight inches (8”) in width is provided on each side of the barrel of the pipe. If sheeting is required, the foregoing dimensions shall be applicable to the inside faces of the sheeting.

B. From a point twelve inches (12”) above the top of the outside barrel of the pipe to the surface, the banks of trenches in all streets, roads or highways, paved or unpaved, shall be kept as nearly vertical as possible, and in no case shall the width of trench at the top exceed the outside diameter of the pipe plus 40 inches (40”). If the specified maximum width of trench cannot otherwise be maintained, the Contractor shall install temporary sheeting at his own cost and expense. Where

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

sewers are to be constructed on rights-of-way or easements in open country, the specified maximum width of trench at the top may be exceeded only if the construction is kept entirely within the limits of the easements or rights-of-way and can be carried on without damage to adjoining property.

C. Except at locations where excavation of rock or unsuitable material is required, care shall be taken not to excavate below the depths specified, when rock is encountered, it shall be removed to a depth six inches (6") below the outside bottom of the pipe at the barrel. When the material encountered at subgrade is unstable, it shall be removed from under the pipe and on each side of the pipe for a distance of one (1) diameter of the pipe. Such rock or unsuitable material excavation below subgrade shall be backfilled with moist clay, sand, bankrun gravel, or other suitable material compacted to the satisfaction of the Engineer, and the bed thus formed shaped as required above. In rock excavation, if trenches are shattered by blasting below the lines of excavation specified herein, the trench shall be refilled to subgrade with sand, well tamped earth, or concrete, if required by the Engineer, at the Contractor's expense. If earth trenches are excavated beyond the specified depths, they shall be backfilled to the proper grade with suitable, thoroughly tamped material at the expense of the Contractor.

3.04 PREPARATION OF FOUNDATION

A. In earth trenches, the bottom thereof shall be carefully rounded to fit the lower ninety degrees (90°) of the circumference of the pipe, i.e., so that one-fourth (1/4) of the external circumference of the pipe will rest firmly on the undisturbed soil. Bell-holes shall be excavated to ensure that the barrel of the pipe will rest for its entire length upon the trench bottom.

B. Bell-holes shall be properly cut to provide free support of the pipe barrel and shall be directed by the Engineer. All irregularities and cavities, either in earth or rock excavation, in the bottom of trenches or tunnels, shall be filled up to a level which will support ninety degrees (90°) of the lower pipe circumference with selected material free from large gravel, rocks and stones, firmly compacted before pipe lines are laid therein.

C. Where, in the opinion of the Engineer, the ground does not afford a sufficiently firm foundation, the Contractor shall construct a timber foundation, or shall

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

excavate the trench to such increased depth as may be directed, and then shall bring up the bottom of the trench to the required level and form with such material and in such manner as the Engineer may direct.

3.05 CONCRETE CRADLE AND ENCASEMENT

A. The profiles generally indicate the approximate vertical limits where concrete cradle and encasement are necessary to support the anticipated loads on completed sewers for the widths of trench as required for each size and class of pipe, based on the crushing strength of the pipe.

B. The Contractor is warned that if the trench widths or clearances between pipe and trench walls or face of sheeting, as specified above, are exceeded, he will be required to furnish in all locations at his own expense either concrete cradle or encasement as directed by the Engineer.

C. It is anticipated that subsurface conditions may require a cradle for a portion of the project to provide an adequate foundation, even though the ultimate anticipated load on the pipe is less than the minimum crushing strength for sand bearing. The Contractor shall place the cradle or encasement at the location, and of the materials, as directed and required by the Engineer. The Contractor will not be paid for any cradle beyond the required widths of trench.

D. All excavation made beyond the required limits shall be at the Contractor's expense.

3.06 LENGTH OF OPEN TRENCH

A. The Engineer shall have the right to limit the amount of trench opened in advance of pipe laying and the amount of pipe laid in advance of backfilling, but in no case, except when leakage tests are required by the Engineer, shall these amounts exceed three hundred feet (300') and one hundred feet (100'), respectively. Trench excavation shall be fully completed, except for the shaping of the bottom of the trench, at least 20 feet (20') in advance of the pipe placement and shall be kept free from obstructions, except that at the close of work at night, or at the discontinuance of work, the pipe laying may be completed to within five feet (5') of the end of the open trench.

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

B. The Engineer shall be empowered, at any time, to require the refilling of open trenches over completed pipe lines, if, in his judgment, such action is necessary, and the Contractor shall thereby have no claim for extra compensation even though to accomplish said refilling, he is compelled temporarily to stop excavation or other work at any place.

C. If the work is stopped on any trench, for any reason except by order of the Engineer, and the excavation is left open for an unreasonable length of time (in the opinion of the Engineer) in advance of construction, the Contractor shall, if so directed, refill such trench at his own cost and shall not again open said trench until he is ready to complete the structure therein.

3.07 ACCOMMODATION OF TRAFFIC

A. Streets shall not be unnecessarily obstructed and, unless the Engineer, in writing, shall authorize the complete closing of the street, the Contractor shall take such measures at his own expense as may be necessary to keep the street or road open and safe for traffic.

B. The Contractor shall construct and maintain without extra compensation such adequate and proper bridges over excavations as may be necessary or as directed for the safe accommodation of pedestrians or vehicles. The Contractor shall furnish and erect without cost to the Owner substantial barricades at crossings of trenches, or along the trench, to protect the traveling public.

C. The Contractor shall not obstruct fire hydrants.

D. The roadway on one side of the line of work shall be kept open at all times.

E. The streets, crosswalks and sidewalks shall be kept clean, clear and free for the passage of vehicles or pedestrians, unless otherwise authorized in writing by the Engineer. A straight and continuous passageway on sidewalks and over crosswalks, at least three feet (3') in width, shall be preserved free from all obstruction.

F. Where deemed necessary, such additional passageway as may be directed shall be maintained free from obstructions.

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

G. In narrow or congested streets or alleys, when so directed, the Contractor shall complete his work up to a point designated by the Engineer before opening the work ahead, in order to give access to garages and other places. The Contractor shall in all cases so arrange his work as to cause the least inconvenience to property owners consistent with the proper precaution of the work as determined by the Engineer.

3.08 ACCOMMODATION OF DRAINAGE

A. Gutters, sewers, drains and ditches shall be kept open at all times for surface drainage. No damming or ponding of water in gutters or other waterways will be permitted, except where stream crossings are necessary and then only to an extent which the engineer shall consider necessary. The Contractor will be responsible for all clean-up to existing utilities caused by their activities.

B. The Contractor shall not direct any flow of water across or over pavements except through approved pipes or properly constructed troughs and he shall, when so required at his own expense and cost, provide pipes or troughs of such sizes and lengths as may be required and place the same as directed.

C. The grading in the vicinity of sewer trenches shall be controlled so that the ground surface is properly pitched to prevent water running into trenches.

3.09 PUMPING

A. The Contractor shall keep all excavations free from water, at his own expense, while structural work is in progress, and to such extent as may be necessary while excavation work along is being carried on.

B. The Contractor shall build all dams and other devices necessary for this purpose, including lowering the water table below trench bottom by well points and pumping, and provide and operate pumps of sufficient capacity for dewatering the excavations.

C. He shall provide for the disposal of the water removed from excavation in such manner as shall not cause injury to the public health, to public or private property, to the work of other Contractors, to any portion of the work completed or in

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

progress, or produce any impediment to the use of the highways, roads, lanes, and streets by the public.

D. Any dewatering required shall be performed at the Contractor's expense. Payment for dewatering shall be included in the Contractor's bid prices for pipe or other structures requiring dewatering for installation. If holes made for installation of well points are installed in a roadway, shoulder, or under a structure, these holes shall be filled with lean grout prior to backfill and compaction. Any permits needed for dewatering shall be obtained and paid for by the contractor.

3.10 EMBANKMENT

A. Where embankment is necessary to support the foundations of the pipe or structure, it shall be made to the height, width and slopes shown on the drawings, or as directed. The entire embankment, or such portion thereof as may be deemed necessary by the Engineer, shall be made prior to the construction of the sewer, structure, or the foundation thereof, at such time and in such order as the Engineer may direct; and the embankment, sewer, or structure, and appurtenances, which may be laid thereon or therein, shall be maintained by the Contractor, at his own cost and expense, until the completion of the period of one (1) year from and after the date of the Certificate of Completion and Acceptance.

B. After carefully grubbing and clearing the ground, removing all loose rock and stone, and all muck and improper material, to such a depth as the Engineer may determine, the embankment shall be built up of good loam, gravel or sand, or other selected and approved material, free from all stone above four inches (4”) diameter, and not containing in any place a proportion of stones exceeding one (1) part stone to three (3) parts earth.

C. In cast material which is unsatisfactory for the foundation of any embankment is encountered, said material shall be removed to such depth, and for such length and width as may be directed by the Engineer. Payment for the removal of material unfit for the foundation of an embankment will be made at the price bid or stipulated per cubic yard for excavation below subgrade.

D. The material for embankment shall be deposited in layers of not more than nine inches (9”) in thickness; each layer shall be separately compacted by heavy,

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

grooved iron rollers, or where such rollers cannot be used, by heavy paver's rammers. The embankment shall be watered during rolling, if so required. No breaks or irregularities in the distribution of the material or the formation of the layers will be allowed. The whole embankment shall be carried up evenly to the height given by the Engineer in such a manner as to make a compact and solid foundation. When pipe is to be laid in a fill, the embankment shall be brought to a height of at least one foot (1') above the proposed top of the pipe before the trench is excavated. The embankment shall then be excavated to the proper form and grade, and the sewer placed thereon; after which the embankment shall be carried up to a height of not less than three feet (3') above the top of the sewer, the material being placed and rolled or rammed in layers as above described.

3.11 BACKFILLING TRENCHES

A. It is the intent of the following requirements for the backfilling of trenches to specify materials and methods which will:

1. Result in thorough compaction of the backfilled material without the displacement of the grade or alignment of the sewer line and its appurtenances, and

2. Eliminate settlement of the backfilled material.

B. If displacement of the sewer or settlement of the backfilled material does occur, it will be considered as conclusive evidence of improper workmanship or the inclusion of unsuitable materials or both, and it shall be the Contractor's responsibility, at his own expense, to remove and recompact the settled material and regrade and realign the sewer. During the course of the backfilling operation, the Engineer may, at any location of depth of trench, make tests to determine whether the Contractor's compaction operations are sufficient to meet the requirements specified below.

C. The procedure of backfilling shall be as follows:

1. After the structure, pipe, or conduit and its appurtenances have been installed or constructed, the excavation, to a height of at least two feet (2') above the top of pipe or conduit, shall be refilled with clean earth deposited

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

in four inch (4") layers and solidly rammed down and tamped around the pipe, or conduit and under it, with mechanical tampers and proper tools made for this purpose. The operation shall be done in such manner as not to disturb the structure. The area around the pipe shall be hand-tamped.

2. The earth, to the height specified above, shall be carefully thrown in with hand shovels; under no condition shall any other means than hand shoveling, such as pushing in with heavy equipment be used.

3. The remainder of the trench, except as described below, shall then be refilled evenly to the required height in layers, each layer not to exceed six inches (6") in thickness after compaction. Mechanical tampers shall be used so as to produce a density of backfill (as determined by weight) at the bottom of each layer of not less than ninety-five percent (95%) of the optimum density of that material based upon the AASHTO T-180 modified proctor. The earth shall be properly rammed as directed, and wetted as required as the work progresses.

4. Care shall be taken to carry the fill up evenly on opposite side of the sewer, other trench excavations, and around the sides of all structures.

D. If, in the opinion of the Engineer, the material being used for backfilling is of such character that satisfactory results cannot be obtained by tamping and ramming, the Contractor shall backfill and puddle the excavations in such manner and at such times as the Engineer may direct.

E. If the material excavated is not clean earth, as above specified, the best of the materials excavated shall be used in backfilling, in position and manner as directed by the Engineer.

F. In rock trenches, selected earth, sand or gravel shall be provided and used as backfill in the manner hereinbefore described to a height of two feet (2') above the top of the sewer. The backfill for the balance of the trench in all cases shall be of good earth, sand or gravel, which may contain stores not more than six inches (6") in largest dimensions, but not in proportion exceeding twenty percent (20%) of the total volume of backfill.

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

G. No bulkheads, or retaining walls for the backfilling, will be allowed in the trenches over the sewer, except for temporary use.

H. Should there be a deficiency of proper material for refilling the Contractor shall furnish acceptable material at his own cost and expense.

I. No house ashes, putrescible refuse or other material of unsatisfactory character shall be used in refilling, and the Contractor shall not permit the trench to be used as a dumping ground for refuse.

J. Testing of backfill in trenches shall be performed as deemed necessary by the Engineer or his representatives; the Contractor will supply and pay for the testing.

3.12 BORROW EXCAVATION

A. In cases where the amount of embankment exceeds the amount of excavation within the limits of the site as indicated by the Drawings, and where material is not available from other sources of contracts, the Contractor shall obtain sufficient, suitable material from borrow pits located entirely beyond the limits of the site unless the Engineer gives written permission to obtain such material from an area within the site.

B. The Contractor shall notify the Engineer sufficiently in advance of borrow excavation requirements to permit the Engineer to determine necessity and to view the proposed borrow pit.

C. Borrow obtained from within the site shall be removed to uniform lines and grades satisfactory to the Engineer, and in such a manner as not to detract from the general appearance of the improvement and shall not create unsatisfactory conditions.

D. All borrow pits shall be stripped of brush, roots, grass and other vegetation prior to removal of material for embankment purposes.

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

3.13 BUILDINGS AND STRUCTURES

A. Excavation.

1. All excavation for buildings and structures shall be performed in the dimensions indicated on the Drawings. If suitable bearing is not encountered at the planned footing or foundation elevations, the excavation shall be carried to such elevations as are approved by the Engineer.

2. Prior to construction of foundations, the excavation shall be inspected by the Engineer and no foundation work shall be started prior to the Engineer's approval of the excavation. Care shall be exercised to avoid excavation below the depths indicated on the Drawings or as directed by the Engineer.

3. Where excavation is made below plan elevation or below elevations directed by the Engineer. Where excavation is made below plan elevation or below elevations directed by the Engineer, through the fault of the Contractor, the excavation shall be restored to the proper elevation in the manner described for backfill below, or the heights of walls or footings shall be increased, as may be directed by the Engineer, at the expense of the Contractor.

B. Drainage.

1. Grading in the vicinity of structures shall be controlled to prevent water running into excavated areas. Any accumulation of water in excavations shall be removed by pumping or other means at the Contractor's expense.

C. Backfill.

1. After completion of footings and walls, and the removal of forms, and prior to backfilling, the excavation shall be cleaned of all trash and debris.

2. Backfill material shall consist of the excavation or other materials free from trash, lumbar or other debris. It shall be placed in horizontal layers not exceeding six inches (6”) in depth, moistened if required and compacted by hand or mechanical tampers to a density to prevent excessive settlement.

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

3.14 RESPONSIBILITY FOR CONDITION OF EXCAVATION

A. The Contractor shall be responsible for the condition of all excavations made by him. All slides and cave-ins shall be removed without extra compensation, at whatever time and under whatever circumstances they may occur.

B. The failure of the Engineer to order the use of bracing or sheeting or a better quality, grade or section, or larger sizes of steel or timber, or to order sheeting, bracing, struts, or shoring to be left in place, or the failure to give orders or directions as to the manner or methods of placing or driving sheeting, bracing jacks, wales, rangers, or other members, shall not in any way or to any extend relieve the Contractor of any responsibility concerning the condition of excavation or of any of his obligations under the Contract; nor shall any delay, whether caused by any action or want of action on the part of the Contractor, or by any act of the Owner, or his agents, or employees, resulting in the keeping of an excavation open longer than would otherwise have been necessary, relieve the Contractor or from the necessity of properly and adequately protecting the excavation from caving or slipping, nor from any of his obligations under the Contract relating to injury of persons or property, nor entitle him to any claim for extra compensation.

3.15 PROTECTION OF PROPERTY AND STRUCTURES

A. The Contractor shall, at his own expense, sustain in their places, and protect from direct or indirect injury, all pipes, tracks, walls, buildings, and other structures or property in the vicinity of his work, whether above or below the ground, or that may appear in the excavation. He shall at all times have a sufficient quantity of timber and plank, chains, ropes, trench boxes, and other material and equipment, on the ground and shall use them as necessary for sheeting his excavations and for sustaining or supporting any structures that are uncovered, undermined, endangered, threatened or weakened.

B. The Contractor shall take all risks attending the presence of proximity of pipes, poles, tracks, walls, buildings, and other structures and property, of every kind and description, in or over his excavation, or in the vicinity of his work, whether above or below the surface of the ground; and he shall be responsible for all damages and assume all expense for direct or indirect injury, caused by his work, to any of time,

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

or to any person or property by reason of injury to them, whether such structures are not shown on the Drawings.

C. Where necessary, in order to keep one side of the street or roadway free from any obstruction or to keep the material piled alongside the excavation from falling on private property outside the right of way, a safe and suitable fence shall be placed alongside the excavation.

D. In the event of encountering quicksand, subsurface streams or similar dangerous contingencies, or where passing especially heavy building or any structures which by their construction or position might bring a great pressure upon the excavations the right is reserved by the Engineer to direct that such buildings, or structures, shall be underpinned, or supported and protected, or that special sheeting shall be driven in such a manner and to such depth, as may be directed, or that only a short length of excavation shall be opened at one time; and furthermore, if necessary, that the excavation shall be securely sheeted and braced on all sides, after the manner of a shaft, and that the permanent work shall be constructed in the same manner and the shaft backfilled before another opening is made. Any work done as above directed shall be at the cost and expense of the Contractor.

E. The Engineer reserves the right under such conditions to stop the excavation or any other part of the work, and to require the Contractor to complete the structure and the backfilling up to such a point as the Engineer may direct before proceeding further with the excavation; and the Contractor shall not thereby become entitled to demand or to receive any allowance or compensation, other than an extension of the contract time for as many days as the Engineer may determine that the work was delayed by such stoppage.

3.16 OBSTRUCTION SHOWN ON DRAWINGS

A. Certain information regarding the reputed presence, size, character, and location of existing underground structures, pipes and conduits has been shown on the Contract Drawings. There is no certainty of the accuracy of this information. The location of underground structures shown may be inaccurate and other obstructions not shown may be encountered.

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

B. The Contractor hereby distinctly agrees that the Owner is 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 he shall have no claim for delay or extra compensation on account of incorrectness of information given, or on account of the insufficiency or absence of information regarding obstructions either revealed or not revealed by the Drawings; and that he shall have no claim for relief from an obligation of responsibility under the Contract, in case the location, size or character of any pipe or other underground structure is not as indicated on the Drawings; or in case any pipe or other underground structure is encountered that is not shown on the Drawings.

C. The Contractor is solely and completely responsible for contacting utility providers and locating services to field locate existing utilities 48 hours in advance of his activities. If inadequate locations are made, or if hand-digging of "test holes" is deemed necessary, this shall be accomplished and affected by the Contractor at no additional expense to the Owner.

3.17 REMOVAL OF OBSTRUCTIONS

A. Should the position of any pipe, conduits, pole, or other structures, above or below the ground be such as, in the opinion of the Engineer, to require its removal, realignment, or change due to work to be done under the Contract, the work of removal, realignment, or change will be done as extra work, or will be done by the Owner of the obstructions, without cost to the Contractor; but the Contractor shall uncover and sustain the structures, at his own expense, before such removal and before and after such realignment or change as constituting part of the Contract; and the Contractor shall not be entitled to any claim for damage or extra compensation on account of the presence of said structure, or on account of any delay in the removal or rearrangement of the same.

B. The Contractor shall, without extra compensation, break through and reconstruct, if necessary, the invert or arch of any sewer, culver, or conduit that may be encountered, if the said structure is in such a position that in the judgment of the Engineer, as not to require its removal, realignment or complete reconstruction.

C. The Contractor shall not interfere with any persons, firms or corporations, or with the Owner in protecting, removing, changing, or replacing their pipes, conduits,

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

poles, or other structures; but he shall suffer said persons, firms, or corporations, or the Owner to take all such measures as they may deem necessary or advisable for the purpose aforesaid, and the Contractor shall thereby be in no way relieved of any of his responsibilities under this Contract. At railway or railroad track crossings or paralleling, any expense to which the Owner of the trackage is put in shoring up tracks, or in maintaining traffic, shall be borne by the Contractor, whether the same is billed directly to him, or the Owner. Should any such bill be unpaid by the Contractor, before final payment under the Contract is made, the Owner shall be empowered to pay said bill and retain the amount thereof, from any monies due, or to become due the Contractor.

D. Except where trees are in rights-of-way, in immediate proximity to the excavation, they shall not be cut down except by authorization of the Engineer and the Contractor shall have no claim for the extra compensation owing to the fact that he may be required to excavate by hand, or tunnel in the vicinity of trees that may be left standing.

3.18 CHANGE OF EXCAVATION LOCATION

A. In case the Engineer shall direct that the location of a trench or other excavation be changed from that shown on the Drawings, on account of the presence of an obstruction, or from other cause, or if a changed location shall be authorized upon the Contractor's request, the Contractor shall not be entitled to extra compensation, or to a claim for damage, provided that the change is made before the excavation is begun. If, however, such change, made at the direction of the Engineer, involves the abandonment of excavation already made, such abandoned excavation, together with the necessary refill, will be classed as miscellaneous excavation. In the event that the excavation is abandoned in favor of a new location, at the Contractor's request, the abandoned excavation and refill shall be at the Contractor's expense.

B. Minor changes in alignment of pipe or other structures to accommodate the actual location of existing facilities shall be considered typical of construction activities and no additional compensation will be made for changes of this nature.

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

3.19 CLEANUP

A. As the trenches are filled in and the work completed, the Contractor shall immediately and at his own cost and expense remove and dispose of all surplus earth, stone or other material from the work, in such manner and at such point or points, as he may select or provide, subject to the approval of the Engineer; or he may deposit the same, either with or without rehandling, at any point or points on the line of the work covered by the Contract, if so directed by the Engineer; and shall leave all roads, sidewalks and other places free, clear and in good order. In case the Contractor shall fail or neglect to do so, or to make satisfactory progress in doing so within twenty-four (24) hours after the receipt of a written notice from the Engineer, the Owner may remove such surplus material and clear the roadways, sidewalks and other places, and the cost of said work shall be charged to the Contractor and deducted from any monies due or to become due him under the Contract.

B. All surplus earth or other material wasted on public property shall be evenly spread and left in a neat and smooth condition. All removed materials shall become the property of the Owner, if they so desire. If the Owner does not want the removed materials, surplus materials will be removed by the Contractor at no extra cost to the Owner.

C. As soon as the trenches are refilled, all surplus earth, sand or rubbish shall be removed and kept removed to a point not more than two hundred feet (200') from the head of the open trench, unless otherwise authorized by the Engineer.

3.20 MAINTENANCE OF BACKFILLED TRENCH SURFACES

A. The Contractor shall crown to such height, as directed by the Engineer, the top of all backfilled trench excavations. The Contractor shall also maintain these crowned surfaces to the satisfaction of the Engineer, without additional compensation, from the time of crowning operation to and including a period of eight (8) months beyond date of a Certificate of Completion of the work under this contract.

B. The Contractor shall be responsible for any injury or damage resulting from lack of required trench maintenance during the prescribed maintenance period. If the Contractor does not satisfactorily provide specified maintained surfaces or begin

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

repairs of such surfaces when needed, within twenty-four (24) hours after written notice from the Engineer, such work may be done by the Owner and the cost thereof charged against the Contractor.

END OF SECTION

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

SECTION 31 23 19
DEWATERING

PART 1 - GENERAL

1.01 DESCRIPTION OF WORK

A. Scope: In general, the work specified in this section of the specifications shall consist of supplying labor, materials, and plant, and performing all work necessary to lower and control the groundwater levels and hydrostatic pressures to permit all excavations and construction specified under this Contract to be performed in the dry.

B. Examination of Site: The Contractor shall take all steps that he considers necessary to familiarize himself with the site conditions, the ground conditions and the groundwater conditions. It is expressly understood that neither the Owner nor the Engineer will be held responsible for any interpretations or conclusions drawn by the Contractor.

PART 2 - PRODUCT

2.01 METHOD AND EQUIPMENT

A. The Contractor may use any dewatering method he deems feasible so long as it results in working in the dry and in stable soil conditions. It is the intent of these specifications that an adequate dewatering system be installed to lower and control the groundwater in order to permit excavation, construction of the structures, construction of pipelines, and the placement of the fill materials, all to be performed under dry conditions. The dewatering system shall be adequate to pre-drain the water-bearing strata above and below the bottom of the foundations, the drains, the sewers and all other excavations. An adequate weight of fill material shall be in place prior to discontinuing operation of dewatering to prevent buoyancy of the structure.

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

PART 3 - EXECUTION

3.01 GENERAL

A. The Contractor shall be solely responsible for the arrangement, location and depths of the dewatering system necessary to accomplish the work described under this section of the specifications. The dewatering shall be accomplished in a manner that will reduce the hydrostatic head below any excavation to the extent that the water level and piezometric water levels in the construction area are below the prevailing excavation surface; will prevent the loss of fines, seepage, boils, quick conditions, or softening of the foundation strata; will maintain stability of the sides and bottom of the excavation; and will result in all construction operations being performed in the dry.

B. Disposal of Water: The Contractor shall promptly dispose of all water removed from the excavations in such a manner as will not endanger public health, damage public or private property, or affect adversely any portion of the work under construction or completed by him or any other Contractor. Contractor shall obtain written permission from the Owner of any property involved before digging ditches or constructing water courses for the removal of water.

C. Siltation and Erosion:

1. The Contractor shall take steps and make suitable provisions to minimize siltation and erosion which may result from, or as a result of, his operations during the course of construction of this project.

2. The methods and provisions utilized by the Contractor to minimize siltation and erosion shall be approved by the Engineer and shall be in conformance with current Florida Department of Environmental Protection and St. Johns River Water Management District practices and regulations.

D. Inadequate System: If the dewatering requirements are not satisfied due to inadequacy or failure of the dewatering system, then loosening of the foundation strata, or instability of the slopes, or damage to the foundations or structures may occur. The supply of all labor, materials, and plant, and the performance of all work

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

necessary to carry out additional work for reinstatement of the structures of foundation soil resulting from such inadequacy or failure shall be undertaken by the Contractor to the approval of the Engineer, and at no additional expense to the Owner.

END OF SECTION

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

SECTION 32 92 00
TURF AND GRASSES

PART I - GENERAL

1.01 WORK INCLUDED

A. The work specified in this section consists of grassing, or of grassing and mulching on slopes, shoulders and other areas. The work of grassing shall include seeding and fertilizing; also watering as required. Any of the items of work covered by this section may be eliminated from the contract, at the discretion of the Engineer. Sodding is included herewith and shall conform to the lines and grades as shown on the plans.

PART II - MATERIALS AND EQUIPMENT

2.01 MATERIALS AND EQUIPMENT

A. The materials used for the work in this section shall conform to the requirements hereinafter specified.

2.02 SOD

A. Sod shall be well matted with roots. St. Augustine shall be used in residential areas. Bahia shall be used in the right-of-way areas, not covered by St. Augustine grass.

B. The sod shall be taken up in commercial-size rectangles, preferably 12-inch by 12-inch, except where 6-inch strip sodding is called for.

C. 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. It shall be planted as soon as possible after being dug and shall be shaded and kept moist from the time it is dug until it is planted. The sod shall be approved by the Engineer before placing.

D. Source Requirements for Sod and Mulch. No mulch material or sod shall be used which is not certified as being free of the imported fire ant, and before any mulch or sod is brought to the project, the Contractor will be required to furnish the

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

Engineer a written certification and clearance, from pest control officials of either the State or the Federal Department of Agriculture, verifying that the materials are being obtained from an area outside of the zone of quarantine of the imported fire ant, or that they are free of the imported fire ant.

2.03 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.

2.04 EQUIPMENT

A. Fertilizer Spreader

1. The device for spreading dry fertilizer or for spraying liquid fertilizer shall meet the approval of the Engineer.

B. Seed Spreader

1. The seed spreader shall be an approved mechanical head spreader or other approved type of spreader and may be integral with the cultipacker roller equipment specified below.

C. Equipment for Cutting Mulch into Soil

1. The mulching equipment shall be a rotovator, or other equipment determined by the Engineer to be equally suitable for cutting the specified materials uniformly into the soil and to the required controlled depth.

2. Harrows will not be allowed.

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

D. Rollers

1. A cultipacker, traffic roller, or other roller approved by the Engineer, will be required for rolling the grassed and mulched areas.

E. Water-Metering Devices

1. The vehicle used for applying the water to the grassed areas shall be equipped with an approved metering device installed at such point on the vehicle as to measure the water at the time of its being applied to the grassed areas.

PART III - EXECUTION

3.01 TIME OF BEGINNING OPERATIONS

A. Whenever a suitable length of roadway is completed and ready for planting the Contractor shall, if directed by the Engineer, proceed at once with the planting of the available shoulder or embankment areas.

3.02 WEATHER AND SOIL LIMITATIONS

A. Fertilizing, seeding or mulching operations will not be permitted when wind velocities exceed 15 miles per hour.

B. Seed shall be sowed only when the soil is moist and in proper condition to induce growth.

3.03 SOIL MANIPULATION

A. All soil manipulation shall be done at right angles to the direction of slope.

3.04 WATERING

A. The soil shall be maintained in a moist condition for a period of at least two weeks after the planting.

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

3.05 APPLYING AND MIXING FERTILIZER

A. Rate of Application

1. At the Contractor's option either dry or liquid commercial grade fertilizer may be used.

2. The rate of application for dry fertilizer shall be 800 to 1000 pounds per acre, with application in the upper range for sandy soils in the lower range for loamy soils. The exact rate will be set by the Engineer.

3. Liquid fertilizer shall be applied at an equivalent rate which will provide the same amount of plant food as required for dry fertilizer (or at approximately 74 to 92 gallons per acre).

B. Application

1. The fertilizer shall be spread or sprayed uniformly over the area to be grassed by use of the approved distributing device, except that on steep slopes or other areas
where machine-spreading may not be practicable, spreading may be done by hand or by hose if the Engineer so directs.

2. Immediately after dry fertilizer is spread, it shall be harrowed in and mixed with the soil to a depth of approximately four inches.

3. When liquid fertilizer is sprayed, the soil, if dry, shall be moistened by sprinkling before the liquid fertilizer is applied not later than seven days after the seed is in place.

3.06 MULCHING

A. When Dry Mulch is Used:

1. When mulching is called for, approximately two inches, loose thickness, of the straw or hay material shall then be applied uniformly over the grassing

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

area, and the mulch material cut into the soil with the equipment specified, so as to produce a loose mulch thickness of three to four inches.

2. Care shall be exercised so that the materials are not cut too deeply into the soil.

B. When Green Mulch is Used:

1. When green mulch is used, the green mulch shall be incorporated into the soil not later than two days after being cut, and not artificial watering shall be done before the mulch is applied.

2. It shall be spread in a layer of approximately two inches loose thickness, and cut into the soil with the equipment specified.

3. The material shall not be cut too deeply into the soil.

3.07 SEEDING

A. Soon after the mulch material has been cut into the soil, and while the soil is still loose and moist, the seed shall be scattered uniformly over the grassing area.

The rate of spread for the seed shall be as follows:

1. Where mulching is not called for, or where dry mulch is used, the rate shall be 60 pounds per acre. In the period from March 15 to October 15 the seed mixture shall be 30 pounds of Bahia and 30 pounds of Bermuda. In the remainder of the year, the mixture shall be 20 pounds each of Bahia, Bermuda and rye seed.

2. When green mulch is used, the required rate of spread shall be reduced to 45 pounds per acre, because of the faster growing rate of the green mulch as compared with that of the seeds. The seed mixture shall be 22-1/2 pounds of Bahia and 22-1/2 pound of Bermuda, except that in the period October 15 to March 15 the mixture shall be 15 pounds each of Bahia, Bermuda and rye grass seed.

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

3. Seeding may be done in conjunction with the rolling if the equipment used is designed for that purpose.

4. Rolling. Immediately after completion of the seeding, the entire grassed or mulched area shall be rolled thoroughly with the equipment specified. At least two trips over the entire area will be required.

3.08 SODDING

A. Wherever sodding is indicated on the plans, it shall include all of the requirements of this section except "Mulching".

3.09 MAINTENANCE

A. The Contractor shall be responsible for keeping the ground moist by watering until an acceptable stand of grass is grown. He will also be required to repair at his own expense any damage due to washouts, erosion or other causes which might occur prior to final acceptance of this work.

END OF SECTION

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

SECTION 33 01 00
OPERATION AND MAINTENANCE OF UTILITIES

PART 1 - GENERAL

1.01 DESCRIPTION

A. Scope of Work: 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 process and utility piping, valves, valve boxes and all castings and appurtenances within, complete and ready for operation as shown on the Drawings and specified herein.

B. RELATED WORK SPECIFIED ELSEWHERE

1. Section 31 23 00: Excavation and Fill

1.02 QUALITY ASSURANCE

A. Construction Requirements:

1. All underground lines shall be installed with at least 30 inches of cover or as detailed on the drawings.

2. For underground utilities changes in pipe alignment and use of fittings may be allowed, subject to approval of the Engineer as to layout. Deflection shall not exceed 80 percent of the maximum allowable deflection as stated in the pipe manufacturer's installation instructions.

B. Pipe Inspection:

1. The Contractor shall obtain from the pipe manufacturers a certificate of inspection to the effect that the pipe and fittings 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.

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

2. All pipe and fitting 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 pipe or fittings.

1.03 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 spec section(s).

a. Mill test certificates or certified test reports on pipe and fittings

b. Details of restrained and flexible joints

c. Valve vaults

d. Valve boxes

e. All gate, plug, ball, solenoid, check valves, and automatic air release valves

f. Couplings

g. Service saddles, curb, & corp stops.

h. Flexible expansion joints

i. Pressure gauges

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

j. Identification tape

k. Joint lubricant

l. Detailed piping layout drawings and pipe laying schedule

m. Temporary plug and anchorage system for hydrostatic pressure test

n. Tie rods

o. 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. For example, separate submittals will be required for gate, plug, ball, solenoid, check and automatic air release valves. 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 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.

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

1.04 DELIVERY, STORAGE AND HANDLING

A. During shipping, delivering and installing pipe, fittings, valves, backflow preventers, 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.

1.05 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' 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

2.01 DUCTILE IRON PIPE AND FITTINGS

A. Ductile Iron Pipe: Ductile iron pipe shall conform to the requirements of ANSI/AWWA C150/A21.50, latest revision. The minimum thickness class for all pipe greater than 12" diameter shall be pressure Class 250, and all pipe 12" or less in diameter shall be pressure Class 350.

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

Pipe shall have a minimum rated water working pressure of 250 psi and shall be furnished in laying lengths of 20 feet or less, unless specifically shown otherwise on the Drawings. The pipe shall be lined and coated as specified below.

1. Interior Lining for Raw Activated Sludge (RAS), Sludge Lines and Force Mains: Ductile iron fittings and specials shall be coated with 40 mils nominal dry film thickness of Protecto 401 or approved equal in accordance with the manufacturers recommended actions.

2. Interior Lining for Potable and Reclaimed Water Piping: Ductile iron pipe, fittings and specials shall be cement lined in accordance with ASNI/AWWA C104, current revision, "Cement-Mortar Lining for Ductile Iron and Gray Iron Pipe and Fittings for Water". The cement lining shall have a standard thickness and after curing the lining shall have a seal coat of bituminous material in accordance with ANSI/AWWA C104, current revision.

3. Exterior Coatings: The exterior of ductile iron pipe fittings and specials to be installed underground shall be coated at the factory with standard bitumastic coating.

4. Polyethylene Encasement: Where indicated the Contractor shall utilize polyethylene encasement in accordance with ANSI/AWWA C105-T1. The polyethylene shall conform with ASTMD-1248-68 and be color coded to the service application.

5. Ductile iron pipe, fittings and specials to be installed aboveground shall be furnished with a shop applied primer on the exterior. The shop primer shall be as specified in accordance with manufacturers recommendations.

B. Fittings: Fittings for ductile iron pipe shall be either mechanical joint, restrained joint or flanged joint as indicated on the Drawings and shall have a minimum working pressure of 250 psi. Fittings shall be ductile iron and shall conform to ANSI/AWWA C110, ANSI/AWWA C111 and ANSI/AWWA C153, latest revisions for flanged and mechanical joint pipe. Fittings shall be coated and lined as specified above for ductile iron pipe. The rubber gaskets for flanged, mechanical, and push on joints shall be as described below.

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

C. Push-On Joints: Pipe using push-on joints shall be in strict accordance with ANSI/AWWA C111, latest revision and shall be as manufactured by American Cast Iron Pipe Company (Fastite Joint), United States Pipe Company (Tyton Joint), or Clow Corporation (Super Bell Tite Joint). Jointing materials shall be provided by the pipe manufacturer and installation shall be in strict accordance with the manufacturer's recommended practice.

D. Mechanical Joints: Jointing materials for mechanical joints shall be provided by the pipe and fitting manufacturer. Materials assembly and bolting shall be in strict accordance with ANSI/AWWA C111 and ANSI/AWWA C153, latest revisions. Tee head bolts and nuts for mechanical joints shall be manufactured of CORTEN, high strength, low alloy, corrosion resistant steel as manufactured by NSS Industries, Plymouth, Michigan or an equal approved by the Engineer.

E. Flanged Joints: Flanges shall be American Standard for 125 pound steam pressure with any special drilling and tapping as required to insure correct alignment and bolting. Gaskets shall be rubber full face type, minimum thickness of 1/8 inch. Flanged joints shall be made with bolts and nuts, studs with a nut on each end, or studs with nuts where the flange is tapped.

The number of size of bolts shall conform to the same American National Standard as the flanges. Unless noted otherwise, bolts and nuts shall be Grade B conforming to the ASTM Specifications for Steel Machine Bolts and Nuts and Tap Bolts, Designation A 307. Bolts and studs shall be of the same quality as machine bolts. Bolts and nuts shall have hexagonal heads. Where noted on the Drawings or where flanges are underground, stainless steel nuts and bolts shall be used for flanges. Stainless steel shall be Type 316 in accordance with ASTM A320, Class 2.

1. Machined Surfaces: Machined surfaces shall be cleaned and coated with a suitable rust preventative coating at the shop immediately after being machined.

F. Restrained Joints: Restrained joints shall be provided for all buried piping systems at the location required to restrain the system thrust. Pipe joints and fitting shall be restrained as specified below.

1. Manufactured Restrained Joints: Manufactured restrained joints shall be Flex-Ring, Lok-Ring or Lok-Fast manufactured by the American Cast Iron

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

Pipe Company, Lok-Tyte or Tr-Flex Type manufactured by the United States Pipe Company as manufactured by McWane, or an equal approved by the Engineer. Joints shall be manufacturer's standard specifically modified push-on type joints with joint restraint provided by ductile iron retainer rings joined together by corrosion resistant, high strength steel tee head bolts and nuts or with joint restraint provided by a welded on retainer ring and a split flexible ring assembled behind the retainer ring.

Restrained joint pipe and fittings shall be ductile iron only and shall comply with applicable portions of this specification. Manufactured restrained joints shall be capable of deflection during assembly. Deflection shall not exceed 80 percent of the manufacturer's recommendations.

Tee head bolts and nuts for restrained joints shall be manufactured of CORTEN, high strength, low alloy, corrosion resistant steel as manufactured by NSS Industries, Plymouth, Michigan, or an equal approved by the Engineer.

2. Alternate Restrained Joints:

a. When prior approval is obtained from the Engineer, ductile iron pipe and fittings with mechanical joints may be restrained using a follower gland which includes a restraining mechanism. When actuated during installation, the restraining device shall impart multiple wedging action against the pipe wall which increases resistance as internal pressure in the pipeline increases. The pipe must be suitable for use with the proposed device.

The joint shall maintain flexibility after installation. Glands shall be manufactured of ductile iron conforming to ASTM A536 and restraining devices shall be of head treated ductile iron with a minimum hardness of 370 BHN. The gland shall have standard dimension and bolting patterns for mechanical joints conforming to ASNI/AWWA C111 and C153, latest revisions.

Tee head bolts and nuts shall be manufactured of corrosion resistant, high strength, low alloy CORTEN steel in accordance with ASTM A242.

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

The restraining wedges shall have twist off nuts to insure proper torquing. The mechanical joint restraint device shall have a minimum working pressure rating of 250 psi with a minimum safety factor of 2 to 1 and shall
be MEGALUG^{R} as manufactured by EBBA Iron, Inc.. No other retainer gland type device will be acceptable. After installation prior to backfilling, all parts of the joint restraint system shall be coated with coal tar epoxy equal to Kop-Coat Bitumastic No. 300-M.

b. When prior approval is obtained from the Engineer, ductile iron pipe and fittings with push on joints may be restrained using a restraining gasket similar to the "Field Lok" gasket manufactured by U.S. Pipe & Foundry. The device must be suitable for the pipe and pressure rating intended and is subject to approval by the Engineer. The required length of restrained joint pipe shall be provided on either side of all valves and fittings employing restraining devices. Restrained lengths shall be calculated per DIPRA standards based on Type II laying conditions and an operating pressure of 150 psi, unless otherwise indicated.

2.02 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.

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

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 C-905 with a minimum DR of 25, pressure rating of 165 psi, with gasketed integral bell ends. Pipe shall be designed for maximum working pressure of not less than 150 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 PVC 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 white, 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.

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

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 MEGALUG^{R} 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 MEGALUG^{R} 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. Thrust Blocking. Provided concrete reaction or thrust backing on all pressure pipe lines four (4) inches in diameter or larger (except those having flanged joints or restrained joints) at all tees, plugs,

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

caps, and at bends defecting 222E or more, or movement shall be prevented by attaching suitable metal rods or straps as directed by the Engineer. Concrete used for this purpose shall be Class "C". Reference reaction blocking table shown on construction plan details.

d. 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.

2.03 PVC FITTINGS (4 INCHES AND LARGER PVC PIPE)

1. Fittings shall be PVC and manufactured of the same design as the PVC pipe. PVC fittings 4 inches through 36 inches shall be PVC injection molded made of materials meeting or exceeding the requirements of cell class 12454-B material as defined in ASTM D1784. Fittings shall be manufactured with pipe that meets or exceeds AWWA C-905 standard. All PVC fittings must comply with or exceed ANSI/AWWA C907, Uni-B-12, Uni-B-14 standards. All PVC fittings must be certified by CSA to the CSA B137.3 standard as third party certification. The fittings must be of the same design as the PVC pipe with an HDB of 4000 psi and minimum SDR 25 wall thickness design. All fittings must have UL-FM approval, and shall comply with or exceed all ASTM Standards for fittings. Fittings must have NSF-61 certification for contact with potable water. PVC fittings shall be pressure rated to 165 psi or greater.

2. All restrained joint systems shall be pressure rated the same as the PVC pipe and fittings. All components of the restraint system shall meet or exceed all requirements of ANSI/AWWA C-111/A21.11 latest revision. Restraints shall provide a full 360 degree contact on the pipe with sufficient gripping action to secure the clamp to the pipe and be designed so that the restraint action is increased as a result of increases in the line pressure. Restraint devices for PVC pipe and fittings shall consist of split restraint ring installed on the spigot, connected to a split ring which seats behind the gasket race of the fitting. The split restraint ring shall incorporate a series of machined serrations (not “as cast”) on the inside diameter to provide positive restraint, exact fit and 360 degree contact and support

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

of the pipe wall. The two halves of the split backup ring shall interlock without the need for additional bolts and shall form a beveled leading edge to assure exact fit behind the fitting gasket race. Restraint devices shall be of ductile iron, ASTM A536, Grade 65-45-12 and connecting bolts shall be of high strength, low alloy material in accordance with ASNI/AWWA C111/A21.11. Restraint devices shall be Uni-Flange 1300 series or other approved restrained joint devices.

2.04 WALL SLEEVES, SEALS, PIPES AND NON-STANDARD CASTINGS

A. Wall Sleeves: Wall sleeves shall be of cast iron, ductile iron or carbon steel. The sleeve shall be hot dipped galvanized after fabrication and shall have a waterstop located in the center of the wall. Sleeves shall be provided with seals and shall be sized as required for the installation of seals. Sleeves shall terminate flush with finished surfaces of walls and ceilings, and shall extend 2 inches above the finished floor unless otherwise shown on the Drawings.

1. Wall sleeves shall be installed for all piping passing through building walls and floors, except where noted on the Drawings. Sleeves shall be of sufficient size to pass the pipe without binding. Escutcheons shall be provided at walls and floor to completely conceal the sleeves smaller than 3 inches. Escutcheons shall be 304 SS split-type.

B. Wall Sleeve Seals: Wall sleeve seals shall be modular mechanical type consisting of interlocking synthetic rubber links shaped to continuously fill the annular space between the pipe and wall sleeve. Links shall be loosely assembled with bolts to form a continuous rubber belt around the pipe with a pressure plate under each bolt head and nut. After the seal assembly is positioned in the sleeve, tightening of the bolts shall cease the rubber sealing elements to expand and provide an absolutely water-tight seal between the pipe and wall sleeve. The synthetic rubber shall be suitable for exposure to sludge and groundwater. Bolts, nuts and hardware shall be 18-8 stainless steel. The seals shall be Link Seal as manufactured by Thunderline Corporation or equal, and the wall sleeve and seal shall be sized as recommended by the seal manufacturer.

C. Wall Pipes: Wall pipes shall be of the size and types indicated on the Drawings. All wall pipes shall be of ductile iron and shall have a central fin not less than 2 inch thick and the same diameter as the bolting flange cast midway of the length to form a waterstop. Each wall pipe shall be of the same grade, thickness and interior

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

coating as the piping to which it is joined. Those portions of the wall pipes that are buried shall have a coal tar epoxy outside coating.

D. 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.

2.05 PIPE COUPLINGS

A. Couplings:

1. Pipe couplings used to joint two pieces of plain end pipe shall be sized to suit the outside diameter of the pipe ends to be jointed. Transition couplings shall be used to join pipes of different outside diameters. Pipe couplings shall be bolted type with steel middle ring and end followers. The couplings shall be restrained for the test pressure of line using approved retaining system.

2. All carbon steel parts of the coupling shall be coated on the interior and exterior with a fusion bonded thermosetting epoxy coating with a 12 mil nominal coating thickness. The coating shall be equal to AL-CLAD as manufactured by Dresser Industries, Inc.

3. Gaskets for the coupling shall be wedge type manufactured of Buna-N resilient rubber.

4. Bolts shall be manufactured of high strength Type 304 stainless steel with Type 316 stainless steel hexagonal nuts. Bolts and nuts shall conform dimensionally to ANSI/AWWA C111, latest revision.

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

5. Couplings shall be Style 38 as manufactured by Dresser Industries, Inc. or an equal approved by the Engineer.

2.06 PVC BALL AND BALL CHECK VALVES

A. PVC Ball Valves: All PVC ball valves 2 inch through 4 inch in size shall be of a one piece capsule type manufactured of Type 1, Grade 1 PVC. Ball valves shall be true union design with two-way blocking capability and shall have solvent welded socket or NPT threaded ends. Ball valves shall have Teflon seats with Viton backing cushions and Viton O-ring seals, and shall be designed for a 150 psi water working pressure at 120° F. Valves shall be supplied with ABS lever operating handles. PVC ball valves shall be manufactured by Asahi/America, or equal approved by the Engineer.

B. PVC Ball Check Valves: All PVC ball check valves 1 inch through 2-1/2 inch in size shall be of a solid thermoplastic construction manufactured of Type 1, Grade 1 PVC. Ball check valves shall be true union design with solvent welded socket or NPT threaded ends. Ball check valves shall be furnished with a solid thermoplastic ball. Ball seat shall be Teflon coated Viton. The same seal shall function as both the ball seat and the union seal. PVC ball check valves shall be designed for a 150 psi water working pressure at 120° F. Valves shall be manufactured by Asahi/America, or an equal approved by the Engineer.

2.07 GATE VALVES

A. Bronze Gate Valves: Gate valves installed aboveground, less than 2 inches in size and smaller, shall be Class 150 all bronze valves conforming to Fed. Spec. WW-V-54d, Type I, Class B designed for a non-shock water pressure of 300 psi. Bronze for valve body and internals shall be in accordance with ASTM B16.18. Valves shall be furnished with screwed ends, handwheel operator, non-rising stem, one-piece solid wedge disc and screwed bonnet. Valves shall be as manufactured by Crane, Powell or an approved equal.

B. Ductile Iron Gate Valves:

1. Ductile iron gate valves shall open by turning to the left (counter-clockwise), when viewed from the stem. When fully open, gate valves shall have a clear waterway equal to the nominal diameter of the pipe. Operating

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

nut or hand wheel shall have an arrow cast in the metal indicating the direction of opening. Each valve shall have the manufacturer's distinctive marking, pressure rating and year of manufacture cast in the body. Prior to shipment from the factory, each valve shall be tested by applying to it a hydrostatic pressure equal to twice the specified working pressure. Hydrostatic and leakage tests shall be conducted in strict accordance with ANSI/AWWA C509, latest revisions.

2. Gate valves with nominal sizes from 2 to 24 inches shall conform to ASNI/AWWA C509, latest revision, and shall be designed for a minimum working pressure of 250 psi. Valves shall be ductile iron body resilient seat type with O-ring stem seals. The valve stem, stem nut, glands and bushings shall be manufactured of zinc free bronze. Valve disc shall be constructed to assure uniform seating pressure between disc seat ring and body seating surface. Resilient seat of valve shall be formed by a special corrosion and chloramine resistant, synthetic elastomer which is permanently bonded to and completely encapsulates a ductile iron valve disc.

   Interior of valve body shall be coated with a fusion bonded, thermosetting epoxy coating in accordance with AWWA C550, latest revision. Coating shall be holiday free with a minimum thickness of 12 mils. Surfaces shall be clean, dry and free from rust and grease before coating. Exterior surfaces shall be coated as specified hereinafter. Resilient seated type gate valves shall be as manufactured by U.S. Pipe or equal.

3. Valve Joints: All gate valves shall have either mechanical joint, restrained joint or flanged ends to fit the pipe run in which they are to be used. Gate valves installed on push on joint pipe shall have mechanical joint ends unless otherwise specified.

4. Valve Operators: Gate valves shall open left (counter-clockwise) when viewed from the stem. Unless otherwise shown on the Drawings or specified herein, gate valves shall have non-rising stems. Buried gate valves shall be furnished with a 2 inch square AWWA standard nut operator with a valve box and cover. Gate valves located aboveground or inside structures shall be furnished with a handwheel operator which shall have an arrow cast in the metal indicating the direction of opening. Gate valves used as

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

isolation valves for reduced pressure backflow preventers shall be of the open screw and yoke (OS&Y) design with a handwheel operator.

5. Exterior Valve Coatings: All exterior surfaces of iron body gate valves shall be clean, dry and free from rust and grease before coating. For buried service, the exterior ferrous parts of all valves shall be coated at the factory with coal tar epoxy with a minimum total finish dry film thickness of 20 mils. Prior to backfilling, all uncoated units, bolts, glands, rods and other parts of joints shall be coated in the field with coal tar epoxy equal to Kop-Coat Bitumastic No. 300-M. For valves installed aboveground, the exterior ferrous parts of all valves shall be shop primed at the factory with one coat, minimum dry film thickness 1.5 mils, of a primer with rust-inhibitive pigments and synthetic resins. Following installation, aboveground valves shall be finish painted in accordance with manufactures recommendations.

2.08 PINCH CHECK VALVES

A. Valves are to be of the flow operated check type with flanged joint ends on both check sleeve and metal body. Port areas shall be 100% of the mating pipe port area. The port area shall contour down to a duckbill which shall allow passage of flow in one direction and prevent reverse flow in the other direction. The flexible duckbill sleeve shall be one piece rubber construction with fabric reinforcement. The flange shall be drilled to ASNI B16.1, Class 125/ANSI B16.5 Class 150 standard. Valve body shall be drilled and tapped for flushing connection on top and bottom of the housing. Valve body shall be two piece split body construction. The two halves shall be sealed by diamond shaped cross section
rubber gaskets permanently locked by a groove cast in the valve body. Company name and location shall be cast onto the valve body. The valve shall be designed for a maximum back pressure of 100 psi. The valve shall be red valve series 33 or equal.

B. Interior Valve Coating: Prior to shipment from the factory, the interior ferrous surfaces of the valve, except for finished, non-ferrous or bearing surfaces, shall be coated with a fusion bonded, thermosetting epoxy coating in accordance with AWWA C550, latest revision. Coating shall be holiday free with a minimum thickness of 12 mils. Surfaces shall be clean, dry and free from rust and grease before coating.

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

C. Exterior Valve Coating: All exterior surface of swing check valves shall be clean, dry and free from rust and grease before coating. For valves installed in below ground valve vaults, the exterior ferrous parts of all valves shall be coated at the factory with coal tar epoxy with a minimum total finish dry film thickness of 20 mils. Following installation, all uncoated nuts, bolts, glands, rods and other parts of joints shall be coated in the field with coal tar epoxy equal to Kop-Coat Bitumastic No. 300-M. For valves installed aboveground, the exterior ferrous parts of all valves shall be shop primed at the factory with one coat, minimum dry film thickness 1.5 mils, of a primer with rust-inhibitive pigments and synthetic resins. Following installation aboveground valves shall be finish painted in accordance with manufacturer's recommendations.

2.09 PLUG VALVES

A. General: Plug valves shall be non-lubricated eccentric type with flanged or mechanical joint ends as specified below. Valves shall open by turning to the left (counter-clockwise), when viewed from the stem. Port area of valves shall be a minimum of 80 percent of full pipe area. Valve pressure ratings, body flanges and wall thicknesses shall be in full conformance with ASNI B16.1, latest revision. Valves shall seal leak-tight against full rated pressure in both directions. Prior to shipment from the factory, each valve shall be hydrostatically tested as follows: Valve seats shall be tested to provide leak tight shut off to 175 psi for valves through 12 inch and 150 psi for valves 14 inches and larger, with pressure in either direction. In addition, a hydrostatic shell test shall be performed with a plug open to a pressure twice that of rating specified above to demonstrate overall pressure integrity of the valve body. Plug valves shall be eccentric plug valves as manufactured by DeZurik, Milliken, or approved equal.

B. Eccentric Plug Valves: Eccentric plug valves shall be Series 100 as manufactured by DeZurick or equal. Valve bodies shall be constructed of high strength cast iron conforming to ASTM A126, Class B and AWWA C504, latest revisions. Valve bodies shall be cast with raised eccentric seats which have a corrosion resistant welded in overlay of not less than 90 percent pure nickel on all surfaces contacting the plug face. Valve seats shall be in accordance with AWWA C504 and AWWA C507, latest revisions. Valves shall be furnished with resilient faced plugs with Neoprene facing, suitable for use with sludge. Valves shall be furnished with replaceable, permanently lubricated, stainless steel, sleeve-type bearings in the upper and lower plug stem journals. Plug stem bearings shall comply with AWWA

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

C504 and C507, latest revisions. Valves shall be bolted bonnet design. Valves shaft seals shall be designed so that they can be repacked without removing the bonnet and the packing shall be adjustable. Packing material shall be Buna-Vee type packing. Valve shaft seals shall be in accordance with AWWA C504 and AWWA C507, latest revisions. All exposed valve nuts, bolts, springs, washers and the like shall be Type 304 stainless steel.

C. Interior Valve Lining: All interior ferrous surfaces of the valve that will have contact with the leachate except the valve seating surfaces shall be coated with a factory applied, fusion bonded, thermosetting epoxy coating in accordance with AWWA C550, latest revisions. Coating shall be holiday free with a minimum thickness of 12 mils. Surfaces shall be clean, dry and free from rust, oil and grease before coating.

D. Exterior Valve Coating: All exterior surfaces of plug valves shall be clean, dry and free from rust and grease before coating. For buried service, the exterior ferrous parts of all valves shall be coated at the factory with coal tar epoxy with a minimum total finish dry film thickness of 20 mils. Prior to backfilling, all uncoated nuts, bolts, glands, rods and other parts of joints shall be coated in the field with coal tar epoxy equal to Kop-Coat Bitumastic No. 300-M. For valves installed above ground, the exterior ferrous parts of all valves shall be shop primed at the factory with one coat, minimum dry film thickness 1.5 mils, of a primer with rust inhibitive pigments and synthetic resins. Following installation aboveground valves shall be finish painted in accordance with manufacturer's recommendations.

E. Valve Joints: All plug valves installed aboveground, in valve vaults or on flanged piping shall have flanged ends. Flanges shall comply with facing, drilling and thickness of ANSI Standards for Class 125 dimension. Nuts and bolts for flanged connections in valve vaults or corrosive atmospheres shall be Type 316 stainless steel in accordance with ASTM A320, Class 2. Nuts and bolts for aboveground installations or non-corrosive atmospheres shall be carbon steel in accordance with ASTM A307, Grade B. All buried plug valves shall have mechanical joint ends with dimensions, bolting patterns and assembly in strict accordance with ANSI/AWWA C111, latest revision. Tee head bolts and nuts for mechanical joints shall be manufactured of CORTEN-A, high strength, low alloy, corrosion resistant steel as manufactured by NSS Industries, Plymouth, Michigan or an equal approved by the Engineer.

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

F. Mechanical Valve Actuators:

1. All plug valves installed in valve vaults or buried underground shall have actuators designed for buried and submerged service. Valves shall have seals on all shafts and gaskets on valve and actuator covers to prevent entry of water and dirt. Actuator mounting brackets for buried and submerged service shall be totally enclosed and shall have gasket seals. All exposed valve nuts, bolts, springs, washers and the like shall be Type 304 stainless steel.

2. All plug valves 6 inch in size and larger shall be furnished with mechanical gear actuators. Gear actuators shall be furnished with AWWA Standard 2 inch square operating nuts for buried valves, or handwheel, chainwheel or 2 inch square nut operators for aboveground or valve vault installation, as shown on the Drawings. Gear actuator shall be sized for the maximum pressure differential across the valve, equal to the pressure rating of the valve. All gearing shall be enclosed in a high strength cast iron housing, suitable for running in a lubricant. Housing shall be provided with seals on all shafts to prevent the entry of dirt and water into the actuator. Actuator shaft and quadrant shall be supported on permanently lubricated bronze bearings. Actuator shall clearly indicate valve position for aboveground and valve vault installations and an adjustable stop shall be provided to set closing torque. Actuator shall be capable of withstanding an over-torque without damage up to 450 foot pounds for 2 inch square nut operators and to 300 foot pounds for handwheel or chainwheel operators.

3. Four inch and smaller aboveground valves shall be furnished with manual actuators, one-quarter turn to open. Actuator shall be supplied with an AWWA Standard 2 inch operating nut with a standard valve operating lever.

2.10 BUTTERFLY VALVES

A. General: All butterfly valves shall be of the tight closing, rubber seat type with rubber seats that are securely fastened to the valve body or disc. No metal to metal seating surfaces will be permitted. Valves shall be bubble tight at rated pressures with flow in either direction, and shall be satisfactory for applications involving

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

throttling service and/or frequent operation and for applications involving valve operation after long periods of inactivity and for buried installation. Valve discs shall rotate 90 degrees from the full open position to the tight shut position. Valves shall meet the full requirements of AWWA Standard C 504 for Class 150B, short body, flanged or mechanical joint as required. Wafer design valves are not acceptable, except when indicated on the Drawings. The manufacturer shall have manufactured tight closing, rubber seat butterfly valves for a period of at least five years. All valves shall be Henry Pratt Company, DeZurik, Mueller, or equal.

B. Valve Body: Valve bodies shall be constructed of cast iron ASTM A126 Class B or ASTM A48 Class 40. Ends shall be mechanical joint for buried service and flanged for aboveground use. Flange drilling shall be 125 pound in accordance with ANSI B16.1. Two trunnions for shaft bearings shall be integral with each valve body. When disc has the rubber seat, the valve body shall have a 18-8 Type 304 stainless steel body seat. The port diameter shall be no smaller than one inch less than the nominal valve size.

C. Valve Shaft: The valve shaft may consist of a one piece unit extending completely through the valve unit or may be the "stub shaft" type. Materials to be stainless steel 18-8 Type 304.

D. Valve Discs: Valve discs shall be constructed either of cast iron ASTM A126 Class B, ductile iron ASTM A536 or cast iron ASTM A48 each with Type 316 stainless steel seating edge or the entire disc may be constructed of cast 316 stainless steel. The stainless steel seating edge is not applicable to rubber seat disc type valves.

E. Valve Seats: Valve seats shall be of a synthetic or natural rubber compound and any be mounted on the valve body.

F. Valve Bearings: Valves shall be fitted with sleeve type bearings. Bearings shall be corrosion resistant and self-lubricating.

G. Valve Packings: Packing shall be self-adjusting Chevron type or of the O-ring type.

H. Interior and Exterior Valve Coatings: The valve shall be coated similarly as described in Section 2.07 B(2) and B(5).

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

2.11 SWING CHECK VALVES

A. Swing check valves 2-inch through 12-inch in size shall conform to AWWA C-508, latest revision, and shall be designed for a minimum water working pressure of 150 psi. Check valves shall have cast iron body, swing type and ends shall be flanged, Class 125 in accordance with ANSI B16.1 When open, the valve shall have a straight way passage with a minimum flow area equal to the full pipe area. Swing check valves shall be completely bronze fitted with renewable bronze seat ring and a rubber faced disc; valve hinge pin shall be stainless steel. Check valves shall be supplied with an outside lever and weight.

B. Swing check valves shall absolutely prevent the return of water back through the valve when the inlet pressure decreases below the downstream pressure. The check valve shall be constructed such that the disc and body seat ring may be easily removed and replaced without removing the valve from the line. Each valve shall by hydrostatically tested at the factory, at a test pressure of 300 psi.

C. Interior Valve Coating: Prior to shipment from the factory, the interior ferrous surfaces of the valve, except for finished, non-ferrous or bearing surfaces, shall be coated with a fusion bonded, thermosetting epoxy coating in accordance with AWWA C-550, latest revision. Coating shall be holiday-free with a minimum thickness of 12 mils. Surfaces shall be clean, dry and free from rust and grease before coating.

D. Exterior Valve Coating: All exterior surface of swing check valves shall be clean, dry and free from rust and grease before coating. For valves installed in below ground valve vaults, the exterior ferrous parts of all valves shall be coated at the factory with coal tar epoxy with a minimum total finish dry film thickness of 20 mils. Following installation, all uncoated nuts, bolts, glands, rods and other parts of joints shall be coated in the field with coal tar epoxy equal to Kop-Coat Bitumastic No. 300-M. For valves installed aboveground, the exterior ferrous parts of all valves shall be shop primed at the factory with one coat, minimum dry film thickness 1.5 mils, of a primer with rust-inhibitive pigments and synthetic resins. Following installation aboveground valves shall be finish painted in accordance with manufacturer's recommendations.

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

E. All swing check valves shall be provided with a limit switch to indicate valve close position to pump starter, VFD, or control panel.

2.12 SERVICE SADDLES AND CORPORATION STOPS

A. Service Saddles: Service saddles shall have ductile iron bodies in accordance with ASTM A536, latest revision, with double stainless steel straps. Bodies shall be brass or ductile iron, body shall have a fusion bonded nylon coating with a minimum thickness of 12 mils. Straps shall be Type 304 stainless steel with premium grade Type 304 L stainless steel bolts and Type 304 stainless steel washers and nuts. The nuts shall be Teflon coated.

The gasket material shall be an elastomeric compound resistant to degradation by oil, natural gas, acids, alkalies, most aliphatic fluids and leachate. The outlet of the saddle shall have NPT threads. Service saddles shall be Rockwell No. 317, Ford or an equal approved by the Engineer.

B. Corporation Stops: Corporation stops shall be all bronze construction in accordance with AWWA C80, latest revision. Inlet threads shall be NPT iron pipe threads and the outlet connections shall be of the packed joint type suitable for use with Schedule 80 PVC pipe. Corporation stops shall be Ford Ball Corp Type FB 1102, McDonald or an equal approved by the Engineer.

C. Polyethylene Tubing. Service tubing shall be nominal wall polyethylene tubing conforming to the requirements of ASTM D-2737 and AWWA C-901. Tubing shall be manufactured from prime virgin PE-3408 high density polyethylene (HDPE) resin. Each coil of tubing shall be spiral wrapped with four (4) inch wide black .004 polyethylene film with minimum 2% carbon black content to shield the tubing from ultraviolet and violet light. Reclaimed water service tubing shall be lavender in color.

D. Tubing shall be DR 9.0 CTS OD and supplied in 100 foot rolls. Tubing shall conform to all requirements set forth in AWWA C901. Tubing shall be marked with the following information at not more than 5 foot intervals: nominal size, material code designation, dimension ration and diameter base, AWWA pressure class, AWWA designation and manufacturer's name or trademark and product record code.

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

E. Fittings for use with polyethylene (PE) tubing shall be brass containing a pressure sealing O-ring and undirectional grip ring and shall be designed for "press-on" or "stab-on" installation, and manufactured by Ford Meter Box Company.

2.13 SOLENOID VALVES

A. Solenoid valves shall be 2 way type for normally closed operation designed for not less than a 150 psi water working pressure. The valves shall have forged stainless steel Series 300 bodies for 3/4 inch and smaller and brass bodies for 1 inch and larger with NPT threaded ends, Buna N seals/disks and NEMA 4X Red hat II solenoid enclosures. The valves shall operate on 120 VAC power, shall have threaded conduit hubs, standby manual operators and shall not require a minimum operating pressure differential for standby operation. The valves shall be provided with a manual override. The valves shall be Series 8210G for 3/4 inch and smaller and Series 8221G for one inch and larger as manufactured by Automatic Switch Company or approved equal.

2.14 FLEXIBLE EXPANSION JOINTS

A. Flexible expansion joints shall be of the molded wide arch design manufactured of chloroprene (neoprene) rubber with polyester reinforcement. Chloroprene (neoprene) body shall be supplied with a hypalon coating. Joints shall be flanged suitable for 150 psi water working pressure and in accordance with ANSI B16.1 dimensions and bolting patterns. Flanged ends shall be furnished and galvanized, split ductile iron retaining rings.

B. Provide limit restraint bolts on all pump suction and discharge lines. Expansion joints 6 inches and larger in size shall have a minimum of four limit restraint bolts. Restraint bolts and nuts shall be Type 304 stainless steel.

C. Minimum performance for flexible expansion joints shall be as follows:

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

Size (in.)	Axial Compression (inches)	Axial Elongation (inches)	Lateral Deflection (inches)	Angular Deflection (degrees)
2	1-3/4	3/4	3/4	30
3	d.o.	d.o.	d.o.	30
4	d.o.	d.o.	d.o.	25
5	d.o.	d.o.	3/4	25
6	d.o.	d.o.	1	20
8	d.o.	d.o.	d.o.	20

D. Flexible expansion joints shall be Style 1015 Maxi-Joint as manufactured by General Rubber Corporation, Style 100 Metrasphere as manufactured by the Metraflex Company or an equal approved by the Engineer. Flexible joints for pump suction and discharge piping shall be designed for leachate service at 250 degrees F.

2.15 PRESSURE GAUGE ASSEMBLIES

A. Pressure gauges shall have the following design features: glycerin filled, 2 inch dial, aluminum dial with black numerals on white background, Type 316 stainless steel bourdon tube and movement, 300 series stainless steel case and ring, safety glass lens, threaded lens retaining ring, adjustable pointer with over-pressure stop and zero pointer stop, blowout protection, 2 inch Type 316 stainless steel stem mounting and 1.0 percent accuracy based on full scale. Provide Type 316 stainless steel pressure snubbers on all gauges not protected by seals. Pressure gauges shall be as manufactured by U.S. Gauge, Ashcroft, Marshalltown, Marsh, or approved equal.

B. Pressure Gauge Service and Ranges: Pressure gauges shall be furnished for the following services with the indicated ranges. Diaphragm seals shall be furnished for gauges as indicated.

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

2.16 VALVE BOXES

A. Furnish, assemble, and place a valve box over the operating nut for each buried valve. The valve box shall be designed so as to prevent the transmission of surface loads directly to the valve or piping.

B. Valve boxes shall be of the adjustable slide type of suitable length with an interior diameter of not less than 5 inches. The valve boxes shall be manufactured of cast iron and shall be of the two piece design including a bottom section and top section with cover. The cast iron cover shall be shaped and labeled for the appropriate service designation. The top section shall be adjustable for elevation and shall be set to allow equal movement above and below finished grade.

C. The castings shall be manufactured of clean, even grain, gray cast iron conforming to ASTM A48, Class 30B for Gray Iron Castings; and shall be smooth, true to pattern, free from blow holes, sand holes, projections and other harmful defects. The seating surfaces of both the cover and the top section shall be machined so that the cover will not rock after it has been seated.

D. The valve boxes shall be coated inside and outside with an asphaltic coating prior to machining, so that the machined seating surfaces will be free of any coating. Cast iron valve box assemblies shall be Clow Corp. No F2452, Tyler Corp. Series 6855 or 6865 or an approved equal.

E. Valve extension stems shall be provided for all buried valves when operating nut is deeper than 3 feet below final grade.

2.17 PIPE AND VALVE IDENTIFICATION SYSTEMS

A. Not Included

2.18 GLOBE VALVES AND ANGLE VALVES

A. Globe valves and angle valves shall be suitable for throttling flows of liquid, oil, gas and air lines. Valves shall have end connections as indicated on the Drawings and shall be suitable for a working pressure of not less than 150 psi.

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

B. Each valve shall have self-lubricating TFE-impregnated asbestos packing to provide a tight stem steel. Valves shall have a removable bonnet in order to facilitate dismantling and reassembly of the valves.

C. Globe valves shall be Crane Model No. 1, Stockham Valves Figures B-16, or equal. Angle valves shall be Crane Model No. 2, Stockham Valves Figure B-216, or equal.

2.19 PRESSURE REGULATING VALVE

A. Pressure regulating valves shall be of bronze body construction, seat shall be of stainless steel, diaphragm shall be Buna N.

B. Regulator shall have a maximum pressure limit of 100 psi and the pressure reduction range shall be to 5 psi for all the services except for belt washwater. The maximum and minimum pressure variation range for the belt washwater shall be per gravity belt supplier's recommendations. The regulator shall be a direct acting, spring loaded, diaphragm type for hydraulic operation, and shall be capable of delivering a constant pressure. An adjusting screw shall be easily accessible for changing the outlet pressure.

C. Valves shall be installed in strict accordance with the manufacturer's recommendations. The manufacturer shall be Watts, or equal.

2.20 TIE RODS

A. When prior approval is obtained from the Engineer, ductile iron pipe, fittings, and valves may be restrained using tie bolt joint restraint. Joint restraint materials for this method of restraint shall be the Super-Star SST Series Joint Restraint Joint System as manufactured by Star National Products, a Division of Star Industries, Inc., Columbus, Ohio, or an equal approved by the Engineer.

B. All bolts, nuts, washers, tie rods and other fasteners for the joint restraint system shall be manufactured of CORTEN high strength, low alloy, corrosion resistant steel in conformance with ASTM A242. Tie bolts shall be manufactured of heat treated CORTEN steel. Tie rods and all fasteners for the system shall be galvanized in conformance with the requirements of ASTM A123. Tie rods shall have a

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

minimum diameter of 3/4 inch. The number of tie rods required per joint shall be as recommended by the manufacturer.

C. Prior to backfilling after installation, all parts of the joint restraint system shall be coated with coal tar epoxy equal to Kop-Coat Bitumastic No. 300-M, for a minimum dry film thickness of 20 mils.

2.21 REDUCED PRESSURE BACKFLOW PREVENTERS

A. Standards of Construction: Backflow prevention devices shall be manufactured in accordance with AWWA C506, latest revision, American Society of Sanitary Engineering Standards, and the University of Southern California Foundation for Cross Connection Control and Hydraulic Research "Manual of Cross Connection Control", latest edition.

B. Product Handling: Exercise care in transporting and handling backflow preventers to avoid damage. Inside of backflow preventers shall be kept free of dirt and debris.

C. Reduced pressure principle backflow preventers shall include an integral sensing system that will automatically open a relief valve whenever the differential pressure between the inlet supply and the reduced pressure zone drops to 2 psi. The relief valve shall remain open until a positive pressure differential of 2 psi is re-established. if pressure upstream of the first check valve drops to atmospheric or below, the relief valve shall remain fully open providing an internal air gap between the first check valve and the water level in the reduced pressure zone. The unit shall also be constructed such that any minor leakage of the second check valve will result in visible flow from the relief valve, event if the first check valve is totally disabled.

D. Reduced pressure principle backflow preventers shall have all bronze bodies for sizes 22 inches and smaller and all ductile iron bodies for sizes 3 inches and larger. Ductile iron bodies shall be coated with a fusion bonded thermosetting epoxy coating in accordance with AWWA C550 with a minimum, holiday free, coating thickness of 12 mils. The reduced pressure backflow preventer shall consist of two independently operated, spring loaded, wye pattern, poppet type check valves designed for installation in a normal horizontal flow attitude. An independent spring loaded relief valve shall be located between the two check valves. Check

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

valve assemblies, springs and seats and all other internal parts shall be constructed of Type 316 stainless steel. Relief valve body and trim shall be constructed of bronze. Check valve and relief valve seats shall be field replaceable without removing the device from the service line. Backflow preventers shall be designed for a working pressure of 200 psi and a temperature range of 32°F to 140°F. The backflow preventer shall be manufactured as a complete unit including test cocks, and upstream and downstream isolation valves. The test cocks shall be manufactured of bronze and shall be arranged such that the unit can be tested without removing the unit from the line.

E. Isolation Valves: Reduced pressure backflow preventers shall be furnished complete with isolation valves, For sizes 22 inches and smaller, the isolation valves shall be all bronze ball valves with Buna N O-rings and valve seats, and a lever operating handle. Ball valves shall be in accordance with AWWA C80, latest revision. For sizes 3 inches and larger, the isolation valves shall be resilient seated gate valves with flanged ends and OS&Y handwheel operators. Gate valves shall be as specified and described hereinbefore.

F. Exterior Coating: The exterior ferrous surfaces of the reduced pressure backflow preventer and the isolation valves shall be shop primed at the factory with one coat, minimum dry film thickness 1.5 mils, of a primer with rust inhibitive pigments and synthetic resins compatible with the finish coats. Following installation, the backflow preventer unit and aboveground piping shall be finish painted in accordance with manufacturer's recommendations. All surfaces to be coated shall be clean, dry and free of rust, oil and grease.

G. Acceptable Manufacturers: Reduced pressure principle backflow preventers shall Model 825 as manufactured by Febco, or an equal approved by the Engineer.

2.22 TAPPING SLEEVES AND VALVES

A. Tapping sleeves shall be designed for a water working pressure of 150 psi and shall be mechanical joint end type. Tap shall be done under pressure and without interruptions of service. Taps shall be tested at factory to 175 psi.

B. Tapping valves shall be as specified herein under Gate Valves.

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

C. The manufacturer shall furnish the services of a supervisor who will direct all operations for the installation of material, attachment of tapping machine and operation of the machine in making the connection. The Contractors shall bear all such rental and supervision costs, and all other related costs.

D. Tapping sleeves and valves shall be the product of one of the following manufacturers, or equal: Mueller, Clow, M&H.

2.23 FLANGED ADAPTERS (WHEN APPLICABLE)

A. For joining plain end or grooved end pipe to flanged pipes and fittings.

B. Adapters shall conform in size and bolt hole placement to ANSI standards for steel and/or cast iron flanges 125 or 150 pound standard unless otherwise required for connections.

C. Exposed Sleeve Type:

1. Constructed from steel.

2. Coating: In accordance with manufacturer's recommendations.

3. Bolts: Carbon steel.

4. Acceptable Manufacturers:

a. Dresser Manufacturing Company - Style 128 for cast iron ductile iron and steel pipes with diameters of two (2) inches through 96 inches.

b. Or equal.

2.24 FIRE HYDRANTS

A. Hydrants shall comply with AWWA Standard C402 "Fire Hydrants for Ordinary Water Works Service", and shall be equipped with a minimum of one (1) pump outlet nozzle 4 inches in diameter and two (2) hose nozzles 2 inches in diameter.

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

Threads, nozzle caps, operating nuts and color shall conform to City standards. Units shall be traffic types with breakable safety clips, or flange, and stem, with safety coupling located below barrel break line to preclude valve opening. Hydrants shall be dry top. Outlet nozzles shall be on the same place, with minimum distance of 18 inches from center of nozzles to ground line. Valve shall be compressive type with 52 inches minimum opening and hose inlet connection to be 6 inches minimum. Hydrants shall open left by Mueller A-423 or Clow Medallion Hydrant (AWWA C-502). Hydrants must drain.

2.25 INSERT VALVE

A. General

The Ductile Iron Insert Valve shall be a rated for 250 psig and shall be a Resilient Wedge Gate Valve as specified in this section. The valve shall be able to be installed into an existing pressurized pipeline while maintaining constant pressure and service as usual. After closing the wedge and adequately restraining the valve body the downstream pipe can be completely removed and replaced (allowing for upsizing of the pipe if necessary). The host pipe shall not be a permanent component of the Insert Valve. The Insert Valve shall be UL listed and approved to ***NSF / ANSI Standard 61- Drinking Water System Components.*** The insert valve must be installed by a qualified installer per the manufacturer's requirements.

B. **Construction:** Sizes 12" and smaller must be capable of working on Cast/Grey Iron or Ductile Iron Class A, B, C and D, IPS PVC, C900 and C909 PVC, Steel, AC pipe diameters without changing either top or bottom portion of split valve body. The 250 psig maximum working rating markings must be cast into the body of the valve. After the installation of the Insert valve body on to the existing pipe a pressure test of 1.1 times that of the contents shall sustained for 15 minutes. Once the pressure test is affectively achieved the Insert valve body must not be moved in accordance with AWWA Standards. If the Insert valve is moved the pressure test must be completed again. The Insert valve must not be moved or repositioned once the pressure test is achieved.

C. **Resilient Wedge Gate Assembly:** The construction of the Resilient Wedge shall comply with AWWA C509 requirements. The ductile iron wedge shall be fully encapsulated with EPDM rubber by a high pressure and high temperature compression or injection mold process. This will assure the ductile gate is fully

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

coated with molded rubber – no exposed iron. The resilient wedge shall seat on the valve body and not the pipe to obtain the optimum seating and flow control results. The resilient wedge shall be totally independent of the carrier pipe. The resilient wedge shall not come into contact with the carrier pipe or depend on the carrier pipe to create a seal. Abrasion results thus shorting the life and quality of the shut down if the wedge contacts the pipe. Pressure equalization on the down or upstream side of the closed wedge shall not be necessary to open the valve. The wedge shall be symmetrical and seal equally well with flow in either direction. The Resilient wedge must ride inside the body channels to maintain wedge alignment throughout its travel to achieve maximum fluid control regardless of high or low flow pressure or velocity. An oversized flow way shall be unobstructed to provide optimum flow. The valve shall be fully epoxy coated on the interior and the exterior a minimum of 10 mils epoxy in compliance with AWWA C550 and certified to ANSI/NSF-61. The fusion-bonded coating shall be applied prior to assembly so that even the bolt holes and body-to-bonnet flange surfaces are fully epoxy coated.

D. The valve shall have triple O-Ring stem seals, two O-Rings above, and one below the thrust collar. The lower two O-Rings provide a permanently sealed lubrication chamber that will make the valve easier to operate over a longer period of time. The upper O-Ring ensures that sand, dirt or grit cannot enter the valve to cause damage to the lower O-Rings. This is especially important for buried and sewage service applications. Side flange seals shall be of the O-Ring type of either round, oval, or rectangular cross-sectional shape.

E. American Made Quality: All primary parts and components to be exclusively and completely assembled, manufactured, machined and coated in the USA. The purchaser shall, with reasonable notice, have the right to plant visitation at his/her expense. Bolting materials shall develop the physical strength requirements of ASTM A307 with dimensions conforming to ANSI B18.2.1.

F. Split Restraint Devices: Shall consist of multiple gripping wedges incorporated into a follower gland meeting the applicable requirements of ANSI/AWWA C110/A21.10. The devices shall have a working pressure rating of 350 psi for 4-12 inch. Ratings are for water pressure and must include a minimum safety factor of 2 to 1 in all sizes. Chemical and modularity tests shall be performed as recommended by the Ductile iron Society, on a per ladle basis. Three test bars shall be incrementally poured per production shift as per U.L. specifications and ASTM A536. Testing for tensile, yield and elongation shall be done in accordance with

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

ASTM E8.Gland body wedges and wedge actuating components shall be cast from grade 65-45-12 ductile iron material in accordance with ASTM A536. Mechanical joint restraint shall require conventional tools and installation procedures per AWWA C600, while retaining full mechanical joint deflection during assembly as well as allowing joint deflection after assembly. Proper actuation of the gripping wedges shall be ensured with torque limiting twist off nuts. Set screw pressure point type hardware shall not be used.

The Insert valve shall be as manufactured by **Team Industrial Services** 13131 Dairy Ashford Rd Sugar land, TX 77478 1-800-662-8326 281-331-6154, Team InsertValve Patent number 6,776,187 and 7,225,827 or approved equal.

PART 3 - EXECUTION

3.01 INSPECTION

A. All pipe, fittings, valves 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.

3.02 GENERAL INSTALLATION REQUIREMENTS

A. Excavation, backfill, and compaction shall conform to the provisions of Section 312300.

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.

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

C. Pipe, fittings, valves 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 80 percent 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.

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

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.

3.03 INSTALLATION OF DUCTILE IRON PIPE

A. Handling and Cutting Pipe:

1. Care shall be taken in handling, cutting, and laying ductile iron pipe and fittings to avoid damaging the pipe and interior coal tar epoxy or cement mortar lining, scratching or marring machined surfaces, and abrasion of the pipe coating. All cracked pipe and fittings shall be removed at once from the work at no additional cost to the Owner.

2. Pipe cutting shall be done in a neat workmanlike manner without creating damage to the pipe and interior coal tar epoxy or cement mortar lining. Ductile iron pipe may be cut using an abrasive pipe saw, rotary wheel cutter, guillotine pipe saw, milling wheel saw or oxyacetylene torch. Cut ends and rough edges of ductile iron pipe shall be ground smooth. For push-on joint connections, the cut end shall be beveled to prevent gasket damage during joint assembly. Interior lining shall be repaired at cut ends per the manufacturer's instructions prior to joint assembly.

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

B. Laying Pipe and Fittings:

1. Bedding for Ductile Iron Pipe: Minimum bedding requirements shall be Type 2 as defined in ANSI/AWWA C600, latest revision. Provide proper bedding required, in accordance with thickness class of pipe being laid and depth of cover. Proper pipe laying conditions shall be in accordance with ANSI/AWWA C150 and C151, latest revision, and ANSI/AWWA C600, latest revision.

2. All ductile iron pipe and fittings shall be laid in accordance with American Water Works Association Standard ANSI/AWWA C600, latest revision, entitled "Standard for Installation of Ductile Iron Water Mains and Their Appurtenances", with the following sections specifically applying:

   a. Section 3.3 - Pipe Installation

   b. Section 3.4 - Joint Assembly

C. Ductile Iron Pipe Joints:

1. Type: The joints of all pipelines shall be made absolutely tight. The particular joint used shall be approved by the Engineer prior to installation. Where shown on the Drawings or where, in the opinion of the Engineer, settlement or vibration is likely to occur, all pipe joints shall be bolted mechanical type or restrained type as specified above, or as indicated on the Drawings.

2. Push-on Joints: Push-on joints shall be made in strict accordance with the the manufacturer's recommendations. Lubricant, if required, shall be an inert, non-toxic, water soluble compound incapable of harboring, supporting, or culturing bacterial life. Manufacturer's installation recommendations shall be submitted to the Engineer for review and approval before commencing work. The bell of the pipe shall be cleaned of excess tar or other obstructions and wiped out before the cleaned and prepared spigot of the next pipe is inserted. The new pipe shall be shoved firmly into place until properly seated and held securely until the joint has been completed.

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

3. Mechanical Joint: All types of mechanical joint pipes shall be laid and jointed in full conformance with manufacturer's recommendations, which shall be submitted to the Engineer for review and approval before work is begun. Only skilled workmen shall be permitted to makeup mechanical joints. Torque wrenches, set as specified ion AWWA Standard C111, shall be used; or spanner type wrenches not longer than specified therein may be used without the permission of the Engineer.

4. Flanged Joints: Flanged joints shall be made up by inserting the gasket between the flanges. The threads of the bolts and the faces of the gaskets shall be coated with suitable lubricant immediately before installation.

5. Restrained Joints: Restrained joints shall be provided where indicated on the Drawings. Joint assembly shall be made in strict accordance with the manufacturer's instructions, which shall be submitted to the Engineer for review and approval before commencing work.

3.04 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.

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

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 10 percent 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

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

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.

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

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.

3.05 FITTING INSTALLATION FOR UNDERGROUND PIPING

A. The weight of ductile iron fittings shall not be carried by the pipe on which they are installed. The fitting shall be supported by a concrete cradle as shown on the standard details. Concrete used for supports shall have a minimum compressive strength of 3000 psi at 28 days. Concrete for support cradle shall be poured against undisturbed soil.

B. 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.

3.06 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 6 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.

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

3.07 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.

3.08 INSTALLATION OF VALVES

A. Valves of the size and type shown on the Drawings shall be set plumb and installed at the locations indicated on the Drawings. Valves shall be installed in accordance with manufacturer's installation instructions and with the Details shown on the Drawings.

B. Valves shall be installed such that they are supported properly in their respective positions, free from distortion and strain. Valves shall be installed such that their weight is not borne by pumps and equipment that are not designed to support the weight of the valve.

C. Valves shall be carefully inspected during installation; they shall be opened wide and then tightly closed and the various nuts and bolts shall be tested for tightness. Special care shall be taken to prevent any foreign matter from becoming lodged in the valve seat. Check and adjust all valves for smooth operation.

D. Install valves with the operating stem in either horizontal or vertical position.

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

E. Allow sufficient clearance around the valve operator for proper operation.

F. Clean iron flanges by wire brushing before installing flanged valves. Clean carbon steel flange bolts and nuts by wire brushing, lubricate threads with oil or graphite, and tighten nuts uniformly and progressively. Clean threaded joints by wire brushing or swabbing. Apply Teflon joint compound or Teflon tape to pipe threads before installing threaded valves. Joints shall be watertight.

G. For buried valves, a valve box shall be centered accurately over the operating nut and the entire assembly shall be plumb. The tops of valve boxes shall be adjusted to the proper elevation as specified below and as shown on the Drawings.

1. In paved areas, tops of valve box covers shall be set flush with pavement. Following paving operations, a 16 inch square shall be neatly cut in the pavement around the box and the paving removed. The top of the box shall then be adjusted to the proper elevation and a 30 inch square by 6 inch thick concrete pad poured around the box cover. Concrete pads in traffic areas shall be reinforced with No. 4 reinforcement bars as shown on the Drawings. Concrete for the pad shall be 3000 psi compressive strength.

2. In unpaved areas, tops of valve box covers shall be set 2 inches above finished grade. After the top of the box is set to the proper elevation, a 16 inch square by 6 inch thick concrete pad shall be poured around the box cover. Concrete for the pad shall be 3000 psi compressive strength.

H. Valves shall be tested hydrostatically, concurrently with the pipeline in which they are installed. Protect or isolate any parts of valves, operators, or control and instrumentation system whose pressure rating is less than the pressure test(s). If valve joints leak during pressure testing, loosen or remove the nuts and bolts, reseat or replace the gasket, reinstall or retighten the bolts and nuts and hydrostatically retest the joints.

I. Following installation, all aboveground valves shall be painted in accordance with the painting system specified in accordance with manufacturer's recommendations. Following installation of buried valves or valves installed in valve vaults, repair any scratches, marks and other types of surface damage, etc., with a coating equal to the original coating supplied by the manufacturer. Prior to backfilling, all nuts,

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

bolts and other parts of the valve joints shall be coated with two coats, 10 mils DFT per coat, of coal tar epoxy equal to Kop-Coat Bitumastic No. 300-M.

3.09 SEPARATION OF NON-POTABLE WATER MAINS AND POTABLE WATER MAINS

A. Reclaimed water mains shall be installed with at least a 3 foot horizontal separation from any potable water main. Force mains and gravity sewers shall have a 6 foot separation from potable mains. At crossings the installation shall provide of a minimum vertical
separation distance of 12 inches between the outside of the crossing non-potable and potable water mains. This separation shall be provided where the potable water main is either below or above the non-potable water main. When the 12 inch minimum vertical separation distance cannot be maintained, the potable water main shall be encased in concrete. Concrete encasement shall be as specified above. The potable water main shall be encased for 10 feet each way of the crossing.

3.10 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.

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

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 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.

3.11 INSTALLATION OF TIE RODS

A. Tie rods shall be installed in strict accordance with the manufacturer's written installation requirements. Unless otherwise indicated on the Drawings, the size and number of tie rods for a joint or installation shall be as recommended by the manufacturer's design chart for a working pressure of 150 psi.

B. Following installation and prior to backfilling, all parts of the tie rod joint restraint system, including tie rods, tie bolts, nuts, washers, and other fasteners, shall be coated with two coats, 10 mils DFT per coat, of coal tar epoxy equal to Kop-Coat Bitumastic No. 300-M.

3.12 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.

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

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 3 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

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

SECTION 33 01 30.09
SANITARY SEWER BYPASS PUMPING

PART – GENERAL

1.01 DESCRIPTION OF WORK

A. The work covered by this section consists of providing all labor, equipment, material, and supplies and performing all operations required to bypass pump sewage around a manhole or sewer section in which work is to be performed. The CONTRACTOR shall be prepared to bypass pump sewage as part of his operations. The CONTRACTOR shall provide all pumps, piping and other equipment necessary to accomplish bypass pumping; perform all construction; obtain all permits; pay all costs; and perform complete restoration of all existing facilities to conditions equal or better than existed prior to construction and to the satisfaction of the ENGINEER. All costs to accomplish bypass pumping, at the required volume, and all associated work including restoration, shall be considered incidental to the work and no additional compensation will be allowed.

1.02 GENERAL

A. When the depth of flow in the sewer line being televised or repaired is above the maximum allowable for the proposed work, then the CONTRACTOR shall reduce the flow to the level shown below by manual operation of pump stations, plugging or blocking of the flow or by pumping and bypassing of the flow as acceptable to the ENGINEER. For manual operation of pump stations, the CONTRACTOR shall coordinate such operations with the appropriate City personnel. Plugging or blocking of the flow shall only be allowed when the CONTRACTOR can demonstrate that the upstream gravity collection system can accommodate the surcharging without any adverse impact.

B. The depth of flow in the sewer line being televised or repaired shall not exceed that shown for the respective pipe sizes and for the operations indicated.

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

C. Initial Television Inspection. For the initial television inspection, the sewer line shall be blocked completely. No flow, except infiltration, will be allowed through the sewer line.

D. Television Inspection Before and After Lining Installation. For the television inspection before and after lining installation the sewer line shall be blocked completely. No flow, except infiltration before lining, will be allowed through the sewer line.

E. Other Television Inspection, including Warranty.

Pipe Size	Maximum Depth of Flow
6" – 10" Pipe	20 Percent (20%) of Pipe Diameter
12" – 24" Pipe	25 Percent (25%) of Pipe Diameter
Above 24" Pipe	30 Percent (30%) of Pipe Diameter

F. Television Inspection After Joint Testing/Sealing. For the television inspection after joint testing/sealing the sewer line shall be blocked completely. No flow will be allowed through the sewer line.

G. Joint Testing/Sealing

Pipe Size	Maximum Depth of Flow
6" – 10" Pipe	20 Percent (20%) of Pipe Diameter
12" – 24" Pipe	30 Percent (30%) of Pipe Diameter
Above 24" Pipe	35 Percent (35%) of Pipe Diameter

H. Pipe Lining Installation. For the pipe lining installation, the sewer line shall be blocked completely. No flow, except infiltration, will be allowed through the sewer line.

I. Manhole Repairs. For manhole repairs, the flow through the manhole shall be controlled or blocked completely, as required, to properly complete the repairs as specified.

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

1.03 SUBMITTALS

The CONTRACTOR shall submit a written plan describing his means and methods for flow control and bypass pumping to the ENGINEER for review.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION

3.01 PLUGGING AND BLOCKING

A. A sewer line plug shall be inserted into the line upstream of the section being televised or repaired. The plug shall be so designed that all or any portion of the upstream flow can be released. During the television inspections and repair operations the flow through the line being worked shall be reduced to within the maximum limits stated above. After the work has been completed, the flow shall be restored to normal.

3.02 PUMPING AND BYPASSING

A. When pumping and bypass pumping is required, as determined by the ENGINEER, the CONTRACTOR shall supply all necessary pumps, conduits, and other equipment to divert the flow around manhole section in which work is to be performed. The bypass system shall be of sufficient capacity to handle existing flow plus additional flow that may occur during rainstorm events. The CONTRACTOR will be responsible for furnishing the necessary labor and supervision to set up and operate the pumping and bypassing system. Pumps and equipment shall be continuously monitored by the CONTRACTOR during the periods that pumping and bypassing are required. If pumping is required on a 24-hour basis, engine shall be equipped in a manner to keep noise to a minimum.

3.03 FLOW CONTROL PRECAUTIONS

A. When flow in a sewer line is plugged, blocked or bypassed by the CONTRACTOR, he shall take sufficient precautions to protect the public health and to protect the sewer lines from damage that might result from sewer surcharging, Further, the

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

CONTRACTOR shall take precautions to insure that sewer flow control operations do not cause flooding or damage to public or private property being served by the sewers involved and he shall be responsible for any damage resulting from his flow control operations.

B. When flow in a sewer line is plugged or blocked by the CONTRACTOR, he shall monitor the conditions upstream of the plug and shall be prepared to immediately start bypass pumping, if needed. Any liquid or solid matter which is bypass pumped from the sewer collection system shall be discharged to another sewer manhole or appropriate vehicle or container only. No such liquid or solid matter shall be allowed to be discharged, stored, or deposited on the ground, swale, road, stormwater drainage system or open environment. The CONTRACTOR shall protect all pumps, conduit and other equipment used for bypass pumping from traffic.

C. Should the liquid or solid matter from the sewer collection system be spilled, discharged, leaked, or otherwise deposited to the open environment as a result of the CONTRACTOR's flow control operations, he shall be responsible for all cleanup and disinfection of the affected area and all costs associated with same. The CONTRACTOR shall also be responsible for notifying the sewer system operating personnel and appropriate regulatory agencies and performing all required cleanup operations at no additional cost to the OWNER.

END OF SECTION

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

SECTION 33 05 05.31
HYDROSTATIC TESTING

PART 1 - GENERAL

1.01 DESCRIPTION OF REQUIREMENTS

A. The CONTRACTOR shall be responsible for the pressure testing of all systems prior to placing them in service.

B. The pressure testing shall be as required to prove that the piping is left in proper condition for satisfactory operation under the conditions specified.

PART 2 - MATERIALS AND EQUIPMENT
(Not Applicable)

PART 3 - EXECUTION

3.01 PRESSURE AND LEAKAGE TESTS

A. Tests shall be conducted in the presence of and to the satisfaction of the ENGINEER and of authorities having jurisdiction over the work. Notice shall be given prior to start of tests.

B. Field pressure and leakage tests shall be conducted on the following:

C. Force Mains.

1. Mains shall be subjected to a leakage test. This test measures the amount of water required to be supplied to newly laid pipe to maintain a specific pressure after the pipe has been filled with water and the air expelled. The duration of this test shall be not less than two hours and the test pressure shall be 100 psig as measured at the end point in the line. The maximum allowable leakage shall not exceed the limits specified in AWWA C-600.

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

3.02 ENGINEER'S RIGHT TO RETESTING

A. Should the CONTRACTOR refuse or neglect to make any tests necessary to demonstrate the integrity of the completed system, the ENGINEER may retain the services of an outside consultant to make all such tests and their resulting adjustments and balance.

B. The costs for such tests shall be deducted from amounts owing to the CONTRACTOR and shall not be borne by the OWNER.

END OF SECTION

Attachment: Exhibit A - Bid Specifications (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

Attachment: Exhibit B - Cain Enterprises Bid (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

SECTION 00 30 00
PROPOSAL

FOR

CITY OF HOLLY HILL

LIFT STATION 11 PIPING IMPROVEMENTS

Bid # 21-WW-04

(To be completed in Duplicate)

Bidder's Name: Cain Enterprises LLC dba Engineering Solutions International

Submitted: July 19, 2022

City of Holly Hill
City Clerk
1065 Ridgewood Avenue
Holly Hill, FL 32117

Gentlemen:

The undersigned, as Bidder, hereby declares that the only person or persons interested in the Proposal, as principal or principals, is or are named herein and that no other persons than herein mentioned has any interest in the Proposal or the Contract to which the work pertains; that this Proposal is made without connection or arrangement with any other person, company, or parties making a bid or proposal and that the Proposal is in all respects fair and made in good faith without collusion or fraud.

The Bidder further declares that he has examined the site of the work and that from personal knowledge and experience, or that he/she has made sufficient test holes and/or other subsurface investigations to fully satisfy self that such site is a correct and suitable one for this work and he/she assumes full responsibility therefore; that he/she is familiar with all legal requirements (Federal, State and local laws, ordinances, rules and regulations) pertaining to the Work; that he/she has examined the Drawings and Specifications for the work and from his/her own experience or from professional advice that the Drawings and Specifications are sufficient for the work to be done and he/she has examined the other Contract Documents and all addenda relating thereto, and that he/she has satisfied himself/herself fully, relative to all matters and conditions with respect to the work to which this Proposal pertains.

The Bidder proposes and agrees, if this Proposal is accepted, to contract with the City of Holly Hill , (Owner) in the form of contract specified, to furnish all necessary materials, equipment, machinery, tools, apparatus, transportation, and labor and to perform all work necessary to complete the Work specified in the Proposal and other Contract Documents.

Attachment: Exhibit B - Cain Enterprises Bid (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

The Bidder further proposes and agrees to comply in all respects with the time limits for commencement and completion of the Work as stated in the Contract Form.

The Bidder further agrees that the deductions for liquidated damages, as stated in the Contract Form, constitute fixed and agreed liquidated damages to reimburse the Owner for additional costs to the Owner resulting from the Work not being completed within the time limit stated in the Contract Form.

The Bidder further agrees to execute a Contract and furnish satisfactory Performance and Payment Bonds, each in the amount of one-hundred percent of the Contract price, and the required Certificates of Insurance, within ten consecutive calendar days after written notice being given by the Owner of the award of the Contract, and the undersigned agrees that in case of failure on his/her part to execute the said Contract, Performance and Payment Bonds and Insurance Certificates within ten (10) consecutive calendar days after the award of the Contract, the bid guarantee accompanying his/her bid and the money payable thereon shall be paid to the Owner as liquidation of damages sustained by the Owner; otherwise, the bid guarantee shall be returned to the undersigned within fifteen days after the Contract is signed and the Performance and Payment Bonds and Insurance Certificates are filed.

The undersigned agrees to accept as full compensation for completion of the project in full compliance with the Contract Documents, the unit prices for the items named in Section 00 31 00, Schedule of Unit Prices, submitted herein with this Proposal.

The undersigned offers to furnish all materials, equipment and labor for construction of

LIFT STATION 11 PIPING IMPROVEMENTS

for the City of Holly Hill, Florida, complete in every respect in strict accordance with the drawings, specifications and any future changes therein. The Contractor shall perform these obligations for the prices listed in the "Schedule of Unit Prices: Section 00 31 00" attached and made a part of this Bid. **The bid total is:**

Seventy five thousand two hundred twenty two dollars and fifty cents
(In Words)

Dollars $ 75,222.50 (In Figures)

COMPLETION TIME OF CONTRACT

The Contractor agrees that the work shall be started not later than the date indicated in the Notice to Proceed and that the total work shall be substantially completed within **60 days** and final completion within **30 days** of substantial completion.

The Contractor further agrees that for each calendar day, with the exception of Sundays and legal holidays that any work shall remain uncompleted after the stations completion times stipulated

above the sum of **$500.00 (Five Hundred Dollars)** per day shall be deducted from monies due the contractor, not as a penalty, but as liquidated damages. If the Contractor is declared in default in accordance with the provisions of the Specifications, liquidated damages shall be charged as provided herein, and such amounts shall be deducted from the final amount payable to the Contractor or his/her Surety. Should the total amount chargeable as liquidated damages exceed the amount due or payable to the Contractor or his/her Surety, then such excess shall be paid to the Owner by the Contractor or his/her Surety.

SUPPLEMENTAL REQUIREMENTS

The following documents are attached to and made a condition of this bid:

Schedule of Unit Prices: Section 00 31 00
Statement of Bidder's Qualifications: Section 00 32 00
Listing of Subcontractors: Section 00 33 00
Listing of Previous Experience: Section 00 33 10
Bid Bond: Section 00 41 00
Public Entity Crimes Statement: Section 00 47 00
Anti-Collusion Statement: Section 00 48 00
Drug Free/Tie Preference Statement: Section 00 48 50
Compliance with the Public Records Law: Section 00 48 60
W9 Request for Taxpayer Identification Number and Certification: Section 00 48 70
Affidavit of E-Verify Requirements Compliance: Section 00 48 80
Trench Safety Affidavit: Section 00 49 00
Certificate as to Corporate Principal: Section 00 62 00
City of Holly Hill Insurance Requirements: Section 00 80 00A

REQUIRED DISCLOSURE

At its sole discretion, the City of Holly Hill, Florida may reject any bidder the City finds to lack, or whose present or former executive employees, officers, directors, stockholders, partners or owners are found by the City to lack honesty, integrity, or moral responsibility. The discretion of the City may be exercised based on the City's own investigation, public records, or any other reliable sources of information. By submitting a bid, bidder recognizes and accepts that the City may reject the bid based upon the exercise of its sole discretion and bidder waives any claim it might have for damages or other relief resulting from the rejection of its bid based on these grounds.

SCHEDULE OF MAJOR MANUFACTURERS AND SUPPLIERS

The equipment manufacturers/suppliers on this project shall be as delineated in the following schedule. Bidders should note that the Owner and Engineer have made rigorous investigations of equipment performance and features, and as a result, Bidders are to note that the contract price for this project shall be based on Base Bid equipment. The Base Bid equipment for this project falls under one of two categories. The first category is equipment that the Owner and Engineer have determined will be supplied by a sole source of supply, for which no substitutions or alternates will be entertained or allowed. Bidder is advised that offering of any alternatives to the sole source supplied equipment will be grounds for rejection of his bid as not responsive. The second category

Attachment: Exhibit B - Cain Enterprises Bid (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

of equipment includes those items where the Owner and Engineer deem there to be more than one acceptable supplier of the particular item listed. The equipment which falls under these two categories is a shown on the subsequent pages of this Schedule of Major Manufacturers and Suppliers. Bidder is advised that the award of this Contract will be based solely on the use of Base Bid equipment.

The following comments relate only to the second category of equipment, where the Contract Documents are based upon the equipment or products available from the suppliers denoted as A, B, C, etc. below. These equipment manufacturers, along with the sole source suppliers constitute the Base Bid.

Provision is made in the Contract Documents for alternate manufacturers and suppliers whose equipment or product may be deemed equivalent in quality (see General Conditions). However, the Bidder must indicate in his Bid which Base Bid supplier he intends to use for each item of equipment listed by circling one of the listed manufacturers/suppliers. If the Bidder fails to indicate which listed manufacturer/supplier he intends to use if an alternate is rejected, he must use the supplier listed as "A". Also, if the Bidder circles more than one listed supplier, he must use the first supplier circled (unless an alternate is approved).

If the Bidder desires to propose one or more alternate manufacturers/suppliers, he may write in the name of such alternates in the spaces provided on the Alternate Manufactures/Suppliers page following the schedule. He must, nevertheless, also circle one of the listed manufacturers/suppliers because Bidders' Bid price must be based upon this Base Bid list. Wherever an alternate supplier is proposed, the Bidder must insert the amount to be deducted from the Contract Price (either lump sum or unit price) if the alternate supplier is eventually approved. If the proposed alternate supplier is determined "not equivalent" by the Engineer, the Bidder must use the circled supplier.

For any alternate supplier accepted by the Owner, the Contract Price will be reduced by the deductive amount stated in the Bid. However, the Contract Price will not be adjusted for any alternate supplier rejected.

Each proposed alternate will be evaluated in accordance with the General Conditions.

The deductive amount specified for alternate manufacturers/suppliers will not be used in determining the successful Bidder. Alternates will be considered only after award of the contract.

The Contractor shall reimburse the Owner for any costs directly attributable to the change in suppliers, such as additional field trips for the Engineer, additional redesign costs, additional review and inspection costs, etc.

The Owner may request and the Bidder shall supply complete information on proposed alternates prior to the Notice of Award.

Attachment: Exhibit B - Cain Enterprises Bid (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

SCHEDULE OF MAJOR MANUFACTURERS AND SUPPLIERS

Category I - Sole Source Equipment Items:

Item No.	Spec. No.	Equipment/Material	Manufacturer or Supplier
NA			

Category II - Major Equipment Items:

Attachment: Exhibit B - Cain Enterprises Bid (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

ALTERNATE MANUFACTURERS/SUPPLIERS

	EQUIPMENT ITEM MATERIAL	SPEC. SECTION	ALTERNATIVE MANUFACTURER / SUPPLIER (LIST ONE ONLY)	DEDUCTIBLE AMOUNT (indicate whether lump sum or unit price) ALTERNATE
1.	NA			
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				

July 19, 2022

Name (signature) Date

Fred Lane

Name (typed and printed)

General Manager

Title

Attachment: Exhibit B - Cain Enterprises Bid (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

ACKNOWLEDGMENT OF ADDENDA

Addenda will be issued via email and it is the Bidder's responsibility to confirm that all addenda have been received prior to submitting a bid for the project. Acknowledgment is hereby made of the following Addenda received since issuance of Drawings and Specifications:

Addendum No. _____ Dated: _____
Addendum No. _____ Dated: _____
Addendum No. _____ Dated: _____

Addendum No. _____ Dated:
Addendum No. _____ Dated:
Addendum No. _____ Dated:

Attached hereto is a cashier's check on the _____ Bank of _____ or Bid Bond for the sum of 5% _____ Dollars (5%), made payable to City of Holly Hill (Owner).

Cain Enterprises LLC dba Engineering Solutions International
(Name of Bidder) (Affix Seal)

(Signature of Officer)

Fred Lane - General Manager
(Title of Officer)

Cain Enterprises LLC dba Engineering Solutions International
Name of Bidder

3780 NE 40th Pl.
Address

Ocala, FL 34479
City/State/Zip

(352) 390-6555
Telephone

CUC 048362 and CBC 045628
Contractor's Florida License Number

The full names and residences of persons and firms interested in the foregoing bid, as principals, are as follows:

Fred Lane 3780 NE 40th Pl., Ocala, FL 34479

END OF SECTION

Attachment: Exhibit B - Cain Enterprises Bid (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

SECTION 00 31 00
SCHEDULE OF UNIT PRICES

CITY OF HOLLY HILL
LIFT STATION 11 PIPING IMPROVEMENTS
BID# 21-WW-04

ITEM NO.	*DESCRIPTION*	*QTY*	*UNIT*	*UNIT COST*	*TOTAL*
1	Preconstruction Video	1	LS	$ 1,767.50	$ 1,767.50
2	Bypass Pumping	1	LS	$ 7,351.87	$ 7,351.87
3	Complete Valve Vault and Force Main Piping	1	LS	$ 38,318.00	$ 38,318.00
4	Tie-Ins				
	a) Tie-In to Existing Force Main	1	LS	$ 4,470.00	$ 4,470.00
5	DIP Fittings Add or Delete	100	LBS	$ 84.95	$ 8,495.13
6	Existing Force Main Removal	1	LS	$ 3.735.00	$ 3,735.00
7	Permits and Allowances	1	LS	$1,000.00	$ 1,000.00
8	As-Built Plans	1	LS	$ 5,145.00	$ 5,145.00
9	MOT	1	LS	$ 2,205.00	$ 2,205.00
10	Restoration	1	LS	$ 2,735.00	$ 2,735.00
				BID TOTAL	$ 75,222.50

Submitted by: Cain Enterprises LLC dba Engineering Solutions International
Contractor: Fred Lane
Address: 3780 NE 40th Pl., Ocala, FL 34479
Telephone: (352) 390-6555 Fax:
State of Florida Certified General Contractor or Underground Contractor (Required Information) CUC 048362
Licensee: Fred Lane License No: CBC 045628

Attachment: Exhibit B - Cain Enterprises Bid (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

SECTION 00 32 00

STATEMENT OF BIDDER'S QUALIFICATIONS

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The bidder may submit any additional information he desires.

A. Name of bidder. Cain Enterprises LLC dba Engineering Solutions International

B. Permanent main office address. 3780 NE 40th Pl., Ocala, FL 34479

C. When organized. 02/03/2006

D. If a corporation, where incorporated. Florida

E. How many years have you been engaged in the contracting business under your present firm or trade name? 14+ years

F. Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion.) See Attached

G. General character of work performed by your company. Water, Wastewater, Engineering, Construction, and Operations

H.(1) Have you ever failed to complete any work awarded to you? If so, where and why? No

H.(2) Provide list of any lawsuits or judgments filed by or against your company in the last three years, indicating the nature and outcome.

I. Have you ever defaulted on a contract? If so, where and why? No

J. List the more important projects recently completed by your company, stating the approximate cost for each and the month and year completed. See Attached

K. List your major equipment __See Attached_____.

L. Experience in construction work similar in type to this project. See Attached

M. Background and experience of the principal members of your organization, including the officers. See Attached

N. Credit available: $_3,000,000.00 (Two million Dollars)_____

O. Give bank reference: _Main Street Bank - Kelly Rodgers (386) 785-1162

P. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the Owner? Yes

Attachment: Exhibit B - Cain Enterprises Bid (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

Q. The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the Owner in verification of the recitals comprising this Statement of Bidder's Qualifications.

Dated at ESI Office this 18th day of July, 2022.

Cain Enterprises LLC dba Engineering Solutions International
Name of Bidder

By: Fred Lane - General Manager
Title

State of Florida

County of Marion

Fred Lane being duly sworn deposes and says that he is the General Manager of Cain Enterprises LLC dba Engineering Solutions International and that the answers to the City of Holly Hill foregoing questions
Name of Organization

and all statements therein contained are true and correct.

Subscribed and sworn to before me this 18th day of July, 2022.

Notary Public

Kymberly M. Knight
Notary Public (Print or Type)

My commission expires: 6/22/2024

KYMBERLY M KNIGHT
Notary Public-State of Florida
Commission # HH 5795
My Commission Expires
June 22, 2024

Attachment: Exhibit B - Cain Enterprises Bid (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

EQUIPMENT OF CAIN ENTERPRISES LLC dba

ENGINEERING SOLUTIONS INTERNATIONAL

Five (5) Fleet Trucks

Three (3) Crane Trucks

Two (2) Mini Excavators

One (1) Skid Steer

Five (5) Mud Hawg

Four Inch (4") Double Diaphragm Pump

Vac Trailer

Plate Tampers

Jack hammers

Eight (8) Cut saws

Four (4) Generators

Light Towers

Five (5) Welders

Pressure Washer

Three (3) Trash Pumps

Covered and Uncovered Trailers

Two (2) survey transits

Two (2) Air compressors

Winch

* Open availability for any additional equipment that may be needed through several different companies at our disposal

Attachment: Exhibit B - Cain Enterprises Bid (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

CAIN ENTERPRISES LLC dba

ENGINEERING SOLUTIONS INTERNATIONAL

CONSTRUCTION PERSONNEL

Fred Lane – 30+ years of experience in underground construction. Lift Stations, Water main, force main, and sewer main experience. Pressure and gravity line experience. Pipe laying, excavating, concrete experience, all aspects of construction and underground piping

Lee Cain – 20+ years of experience in underground construction. Lift Stations, Water main, force main, and sewer main experience. Pressure and gravity line experience. Pipe laying, excavating, concrete experience, all aspects of construction and underground piping

Ray McCloskey - Construction and Maintenance of water and wastewater treatment facilities including all aspects: electrical, mechanical, plumbing and structural components. Experience in underground pipe laying, machine operator, excavating, pressure and gravity lines, and concrete work.

Mark Champion - Construction and Maintenance of water and wastewater treatment facilities including all aspects: electrical, mechanical, plumbing and structural components. Experience in underground pipe laying, machine operator, excavating, pressure and gravity lines, and concrete work.

Dwayne Sweat – Construction experience including but not limited to: ditch digging, pipe laying, concrete work, underground water, sewer and force mains, water and waste water plant repair and maintenance.

Steve Moore – Construction experience including but not limited to: ditch digging, pipe laying, concrete work, underground water, sewer and force mains, water and waste water plant repair and maintenance.

Bill Satter - Construction experience including but not limited to: Machine operator, ditch digging, pipe laying, concrete work, underground water, sewer and force mains, pressure and gravity and manhole setting

Dalton Marsh - Construction experience including but not limited to: Machine operator, ditch digging, pipe laying, concrete work, underground water, sewer and force mains, pressure and gravity and manhole setting

- Construction crew experienced in running all ESI equipment.

Attachment: Exhibit B - Cain Enterprises Bid (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

Attachment: Exhibit B - Cain Enterprises Bid (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

SECTION 00 33 00
LISTING OF SUBCONTRACTORS

The Bidder proposes that the following subcontractors are qualified to perform the referenced work and have successfully done so on recent projects similar in nature and size. Upon approval of subcontractors listed the successful bidder shall not substitute subcontractors without approval from the Engineer. Bidder shall attach additional sheets as necessary.

SUBCONTRACTOR	COMPANY NAME	REFERENCES
United Rental - Bypass	United Rental Branch 699 1150 E Landstreet Rd Orlando, Fl 32824	1) 2) 3)
		1) 2) 3)
		1) 2) 3)
		1) 2) 3)

END OF SECTION

SECTION 00 33 10
LISTING OF PREVIOUS EXPERIENCE

The bidder proposes that he/she is qualified to perform the referenced work and has successfully done so on recent projects similar in nature and size. A minimum of three (3) projects must be listed below. The Owner reserves the right to check references and confirm information provided herein.

NO.	PROJECT	OWNER	DESCRIPTION/COST	REFERENCE	DATE WORK STARTED & FINISHED MM/YR TO MM/YR
1	See Attached				
2					
3					

END OF SECTION

Attachment: Exhibit B - Cain Enterprises Bid (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

CAIN ENTERPRISES LLC dba

ENGINEERING SOLUTIONS INTERNATIONAL

EXPERIENCE

- Holly Hill - WW Valve replacement at LS #19, #20, #21, and #24.
- Sparton - Construct new WWTP, all piping, concrete, trenching, installation of pumps and motors.
- Crestwood – Replacement of 24,000 linear feet of water main in existing subdivision including 6", 8", 10" and 12" piping. Subcontracted from Oxford Pipeline, Craig Barrette (Owner) For reference please call and email (352) 504-8750 or cbarrette@oxfordpipeline.com
- Grand Oaks - Placement of 1500 linear feet of 2" water main, 1500 linear feet of 6" gravity sewer main, and 300 linear feet of force main. Subcontracted from Oxford Pipeline, Craig Barrette (Owner) For reference please call and email (352) 504-8750 or cbarrette@oxfordpipeline.com
- Dixie Groves - Replacement of 14,900 linear feet of 4" PVC water main in existing subdivision. Subcontracted from Oxford Pipeline, Craig Barrette (Owner) For reference please call and email (352) 504-8750 or cbarrette@oxfordpipeline.com

Attachment: Exhibit B - Cain Enterprises Bid (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

SECTION 00 41 00
BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, Cain Enterprises, LLC dba Engineering Solutions International as Principal and Harco National Insurance Company of the City of Raleigh State of North Carolina, a corporation existing under the laws of the State of ~~Florida~~ Illinois, as Surety, are held and firmly bound unto the City of Holly Hill, Florida hereinafter called the Owner, in the sum of Five Percent of Amount Bid Dollars ($ 5% of Amount Bid) lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

The condition of this obligation is such that whereas the Principal has submitted the accompanying Proposal or Bid, for the construction of:

LIFT STATION 11 PIPING IMPROVEMENTS

NOW, THEREFORE, if the Principal shall not withdraw said Bid within ninety (90) days after the opening of the same and in the event of the acceptance of his proposal by the Owner, shall, within the period specified therefore, enter into a written contract with the Owner in accordance with the Bid as accepted, and give bond with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such contract, or in the event of the withdrawal of said Bid within the period specified, of the failure to enter into such contract and give bonds within the time specified, if the Principal shall pay the Owner the difference between the amount specified in said Bid and the amount for which the Owner may procure the required work, if the latter amount be in excess of the former, then the above obligation shall be void and of no effect, otherwise to remain in full force and virtue.

Attachment: Exhibit B - Cain Enterprises Bid (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their several seals this 19th day of July, 2022, the name and corporate seal of each corporate body being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

IN PRESENCE OF:

_____ _____(Seal)

_____ _____(Seal)

_____(Seal)
Individual or Partner

Witness

_____

_____
Address

Cain Enterprises, LLC dba Engineering Solutions International
Corporate Principal

ATTEST:

_____

President AFFIX
CORPORATE SEAL

3780 NE 40th Pl.

Ocala, FL 34470
Address

By _____

AFFIX
CORPORATE SEAL

Harco National Insurance Company
Corporate Surety

ATTEST:

Thomas E Dew

_____
Title Jane M. Dew, Attorney-In-Fact

END OF SECTION

Attachment: Exhibit B - Cain Enterprises Bid (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

POWER OF ATTORNEY

Bond # Bid Bond

HARCO NATIONAL INSURANCE COMPANY
INTERNATIONAL FIDELITY INSURANCE COMPANY

Member companies of IAT Insurance Group, Headquartered: 4200 Six Forks Rd, Suite 1400, Raleigh, NC 27609

KNOW ALL MEN BY THESE PRESENTS: That **HARCO NATIONAL INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of Illinois, and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of New Jersey, and having their principal offices located respectively in the cities of Rolling Meadows, Illinois and Newark, New Jersey, do hereby constitute and appoint

LAUREN BLAIR, KAYLA A WOODWARD, KEVIN E MCDANIEL, JANE M DEW, LISA A. MCALEENAN, DEANNA M MAURER, ANNE M. GLIEDT, STEPHANIE L. KLEARMAN

St. Louis, MO

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** and is granted under and by authority of the following resolution adopted by the Board of Directors of **INTERNATIONAL FIDELITY INSURANCE COMPANY** at a meeting duly held on the 13th day of December, 2018 and by the Board of Directors of **HARCO NATIONAL INSURANCE COMPANY** at a meeting held on the 13th day of December, 2018.

"**RESOLVED**, that (1) the Chief Executive Officer, President, Executive Vice President, Senior Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** have each executed and attested these presents on this 31st day of December, 2021

INTERNATIONAL FIDELITY INSURANCE COMPANY CORPORATE SEAL 1904 NEW JERSEY

STATE OF NEW JERSEY
County of Essex

STATE OF ILLINOIS
County of Cook

HARCO NATIONAL INSURANCE COMPANY CORPORATE SEAL 1984 ILLINOIS

Kenneth Chapman
Executive Vice President, Harco National Insurance Company
and International Fidelity Insurance Company

On this 31st day of December, 2021, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.

SHIRELLE A. OUTLEY My Comm. Exp. 04-04-2023 NOTARY PUBLIC No. 50079910 NEW JERSEY

IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

Shirelle A. Outley a Notary Public of New Jersey
My Commission Expires April 4, 2023

CERTIFICATION

I, the undersigned officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day, July 19, 2022

A01019

Irene Martins, Assistant Secretary

Attachment: Exhibit B - Cain Enterprises Bid (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

Attachment: Exhibit B - Cain Enterprises Bid (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

SECTION 00 47 00

SWORN STATEMENT UNDER SECTION 287.133(3)(a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES:

This sworn statement is submitted with Bid, Proposal **or** Contract No. 21-WW-04 for City of Holly Hill.

This sworn statement is submitted by Cain Enterprises LLC whose business address is 3780 NE 40th Pl., Ocala, FL 34479 and (if applicable) its Federal Employer Identification Number (FEIN) is 56-2558251. (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)

My name is Fred Lane any my relationship to the entity named above is General Manager.

I understand that a "public entity crime" as defined in Paragraph 287.133(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.

I understand that "convicted" or "conviction" as defined in Paragraph 287.133(i)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contenders.

I understand that an "affiliate" as defined in Paragraph **287.133(l)(a),** Florida Statutes, means:

1. A predecessor or successor of a person convicted of a public entity crime: or

2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie that one person controls another person. A person who knowingly enters into a joint venture with a

person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

I understand that a "person" as defined in Paragraph 287.133(i)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies).

X Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (Please indicate which additional statement applies.)

____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order).

Attachment: Exhibit B - Cain Enterprises Bid (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

(Signature) _____ Date: July 18, 2022

State of Florida County of Marion

PERSONALLY APPEARED BEFORE ME, the undersigned authority, Fred Lane who, after first being sworn by me, affixed his/her signature in the space provided above on this 18th day of July, 20 22

Notary Public Kymberly M. Knight

My Commission Expires: 06/22/2024

KYMBERLY M KNIGHT
Notary Public-State of Florida
Commission # HH 5795
My Commission Expires
June 22, 2024

Attachment: Exhibit B - Cain Enterprises Bid (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

SECTION 00 62 00
CERTIFICATE AS TO CORPORATE PRINCIPAL

I, Fred Lane, certify that I am the General Manager / Managing Partner of the corporation named as Principal in the within Bid Bond; that Fred Lane who signed the said Bid Bond on behalf of the Principal was then Managing Partner of said corporation; that I know his signature, and his signature thereto is genuine; and that said Bid Bond was duly signed, sealed and attested for in behalf of said corporation by authority of its governing body.

AFFIX CORPORATE SEAL

END OF SECTION

Attachment: Exhibit B - Cain Enterprises Bid (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

Attachment: Exhibit B - Cain Enterprises Bid (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

SECTION 00 48 00
ANTI-COLLUSION STATEMENT

By signing this form, the bidder agrees that this is made without any other understanding, agreement, or connection with any person, corporation, or firm submitting a proposal for the same purpose and that the proposal is in all respects fair and without collusion or fraud.

SIGN in ink in the space provided below. Unsigned bids will be considered incomplete, and will be disqualified, and rejected.

IT IS AGREED BY THE UNDERSIGNED BIDDER THAT THE SIGNING AND DELIVERY OF THE BID REPRESENTS THE BIDDER'S ACCEPTANCE OF THE TERMS AND CONDITIONS OF THE FORGOING SPECIFICATIONS, CONTRACT AND PROVISIONS, AND IF AWARDED, THIS CONTRACT WILL REPRESENT THE AGREEMENT BETWEEN EACH OF THE GOVERNMENTAL PARTIES.

NAME OF FIRM: Cain Enterprises LLC dba Engineering Solutions International

SIGNED BY: _____
(MUST BE SIGNED BY A COMPANY OFFICER OR AUTHORIZED AGENT)

TITLE: Fred Lane - General Manager

ADDRESS: 3780 NE 40th Pl.

CITY AND STATE: Ocala, FL 34479

TELEPHONE: (352) 390-6555

COMPLETION TIME: 60+30=90 days

NO proposals will be withdrawn for a period of ninety (90) days subsequent to the opening of the proposals, without the consent of the City of Holly Hill.

NO BID (REASON) _____

_____

_____

END OF SECTION

Attachment: Exhibit B - Cain Enterprises Bid (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

SECTION 00 48 50
DRUG FREE/TIE PREFERENCE STATEMENT

In the event of a tie bid a preference is given to vendors submitting a certification with their bid/proposal certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. This requirement affects all public entities of the State and becomes effective January 1, 1991. The special conditions are as follow:

IDENTICAL TIE BIDS - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction or, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfaction 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 this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Fred Lane - General Manager

VENDOR'S SIGNATURE

END OF SECTION

SECTION 00 48 60

COMPLIANCE WITH THE PUBLIC RECORDS LAW

Project Number: ITB # 21-WW-04

Upon award recommendation or ten (10) days after opening, submittals 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. The submission of a proposal authorizes release of your firm's credit data to the CITY.

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 in a separate envelope marked accordingly.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT

Valerie Manning, City Clerk
386-248-9441
vmanning@hollyhillfl.org
1065 Ridgewood Ave
Holly Hill, FL 32117

A provision that requires the contractor to comply with public records laws, specifically to:

1. Keep and maintain public records required by the public agency to perform the service.
2. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

By submitting a response to this solicitation, the company agrees to defend the CITY in the event we are forced to litigate the public records status of the company's documents.

Company Name: Cain Enterprises LLC dba Engineering Solutions International

Authorized representative (printed): Fred Lane

Authorized representative (signature): _____

Date: July 18, 2022

END OF SECTION

Attachment: Exhibit B - Cain Enterprises Bid (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

SECTION 00 48 80

Affidavit of E-Verify Requirements Compliance

ITB 21-WW-04 Lift Station 11 Piping Improvements

The Consultant/Contractor agrees to comply with Section 448.093, Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 448.093, Florida Statutes.

1. The Consultant/Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Consultant/Contractor during the term of the Agreement and shall expressly require any subcontractors performing work or providing services pursuant to the Agreement to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subconsultant/subcontractor during the Agreement term.

2. That the Consultant/Contractor understands and agrees that its failure to comply with the verification requirements as set forth herein or its failure to ensure that all employees and subconsultant/subcontractors performing work under this Agreement are legally authorized to work in the United States and the State of Florida constitute a breach of this Agreement for which the City may immediately terminate the Agreement without notice and without penalty. The Consultant/Contractor further understands and agrees that in the event of such termination, the Consultant/Contractor shall be liable to the City for any costs incurred by the City as a result of the Consultant's/Contractor's breach

Consultant/Contractor shall execute and return the Affidavit of E-Verify Requirements Compliance to City. IN WITNESS WHEREOF, the parties have made and executed this Agreement for the purposes stated above.

Cain Enterprises LLC dba Engineering Solutions International
3780 NE 40th Pl., Ocala, FL 34479

Consultant/Contractor Name and Address

Signature

Fred Lane - General Manager

Name and Title

Attachment: Exhibit B - Cain Enterprises Bid (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

Attachment: Exhibit B - Cain Enterprises Bid (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

SECTION 00 49 00
TRENCH SAFETY AFFIDAVIT

Trench excavations on this Project are expected to be in excess of 5 feet deep. The Occupational Safety and Health Administration excavation safety standards, 29 CFR 1926.650 Subpart P trench safety standards will be in effect during the period of construction of the Project.

Bidder acknowledges that included in the Bid Price are costs for complying with the Florida Trench Safety Act (90-096, Laws of FL) effective October 1, 1990, and hereby gives assurance that, if awarded the Contract, the Contractor or Subcontractor performing trench excavation work on the Project will comply with the applicable trench safety standards. The Bidder further identifies the costs as follows:

Trench Safety Item (Description)	Cost
Sloping	$ 1.00

One dollar and no cents

(Cost in Words)

TOTAL $ 1.00

FAILURE TO COMPLETE THE ABOVE SHALL RESULT IN THE BID BEING DECLARED NON-RESPONSIVE

COMPANY NAME: Cain Enterprises LLC dba Engineering Solutions International

DATE: July 18, 2022 BY: Fred Lane - General Manager

(Additional sheets shall be attached, as needed and, items shall be organized to correspond with the bid format)

CITY OF HOLLY HILL, FLORIDA
INSURANCE REQUIREMENTS CHECKLIST
CITY OF HOLLY HILL, VOLUSIA COUNTY, FLORIDA

Items marked "X" must be provided

			Minimum Limits Required	
X	General Liability			
	X	Commercial General Liability	$ 2,000,000	General Aggregate
	X	Occurrence Form	$ 1,000,000	Product/Completed Operations Agg.
	___	_____	$ 1,000,000	Personal & Advertising Injury
	___	_____	$ 1,000,000	Each Occurrence
	___	_____	$ 100,000	Fire Damage Pump Stations
X	Automobile Liability			
	Owned, Hired & Non-Owned		$ 1,000,000	Combined Single Limit per Occurrence
X	Worker's Compensation and Employer's Liability		Statutory	
			$ 100,000	Each Accident
			$ 500,000	Disease - Policy Limit
			$ 100,000	Disease - Each Employee
___	Professional Liability - Errors & Omissions (*To be completed by Bidder)			
	* Deductible: $_____		$_____	Aggregate
	* Claims Made (Y/N):_____		$_____	Each Claim
	*Occurrence (Y/N):			
	*Defense included in Limits (Y/N):			
X	Builder's Risk/Installation Floater (*To be completed by Bidder)			
	* Flood included $_____ Limit		$_____	100% of Completed or Installed Value, All-Risk Form
	* Transportation included $_____ Limit			
	* Storage included $_____ Limit			
	City must be a named insured. Copy of policy will be required.			
___	Other			
	_____		$	
	_____		$	

X The Certificate of Insurance must show "The City of HOLLY HILL, elected officials and employees" and the adjacent property owners as an additional insured.

X Certificates must give to the City of HOLLY HILL 30 days' prior written notice of cancellation, non-renewal, or adverse change.

X Certificates must identify bid number and bid title.

X A Wavier of Subrogation shall be provided to the City

Statement of Bidder:
We understand the requirements requested and agree to comply fully.

Bidder - Authorized Signature
A complete copy of this form with original signature must accompany bid.

Attachment: Exhibit B - Cain Enterprises Bid (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/16/2022

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 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
Brick City Insurance
1701 NE 42nd Ave Unit 403
Ocala FL 34470

CONTACT NAME: Melanie North
PHONE (A/C, No, Ext): 352-421-9257 **FAX (A/C, No):**
E-MAIL ADDRESS: melanie@brickcityins.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : EVANSTON INS CO	35378
INSURER B : Infinity Assurance Insurance Company	39497
INSURER C : Florida Citrus Business & Industries Fund	15764
INSURER D : Markel American Insurance Company	28932
INSURER E :	
INSURER F :	

INSURED
Cain Enterprises, LLC
DBA Engineering Solutions International
3780 NE 40th Place
Ocala FL 34479

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:			MKLV2ENV102428	09/25/2021	09/25/2022	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 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
B	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS			509-82006-3938-001	09/25/2021	09/25/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 1,000,000 $ $ $ $
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE 	$ $ $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [N] N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			10664154-2022	04/25/2022	04/25/2023	[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	Professional/Pollution Liability			MKLV2ENV102428	09/25/2021	09/25/2022	1,000,000/2,000,000	
D	Leased/Rented Equipment			MKLM2IM0000367	09/25/2021	09/25/2022	100,000 Limit	

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

CERTIFICATE HOLDER
Cain Enterprises, LLC
DBA Engineering Solutions International
3780 NE 40th Place
Ocala FL 34479

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
Kyle Futch

© 1988-2014 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

Attachment: Exhibit B - Cain Enterprises Bid (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

AGENCY CUSTOMER ID: _____

LOC #: _____

ACORD®

ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
Brick City Insurance		Cain Enterprises, LLC 3780 NE 40th Place Ocala, 34479
POLICY NUMBER 509-82006-3938-001		
CARRIER Infinity Assurance Insurance Company	NAIC CODE 39497	EFFECTIVE DATE: 09/25/2021

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

© 2008 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

Attachment: Exhibit B - Cain Enterprises Bid (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

Form **W-9**
(Rev. October 2018)
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.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Cain Enterprises LLC

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

Engineering Solutions International

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

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☑ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ **S**

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

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

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

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

3780 NE 40th Pl

6 City, state, and ZIP code

Ocala, FL 34479

Requester's name and address (optional)

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

5	6	–	2	5	5	8	2	5	1

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** ▶ [signature] **Date** ▶ 1/3/2022

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

Attachment: Exhibit B - Cain Enterprises Bid (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

SECTION 00 30 00
PROPOSAL

FOR

CITY OF HOLLY HILL

LIFT STATION 11 PIPING IMPROVEMENTS

Bid # 21-WW-04

(To be completed in Duplicate)

Bidder's Name: Danus Utilities, Inc.

Submitted: 7/19/2022, 20

City of Holly Hill
City Clerk
1065 Ridgewood Avenue
Holly Hill, FL 32117

Gentlemen:

The undersigned, as Bidder, hereby declares that the only person or persons interested in the Proposal, as principal or principals, is or are named herein and that no other persons than herein mentioned has any interest in the Proposal or the Contract to which the work pertains; that this Proposal is made without connection or arrangement with any other person, company, or parties making a bid or proposal and that the Proposal is in all respects fair and made in good faith without collusion or fraud.

The Bidder further declares that he has examined the site of the work and that from personal knowledge and experience, or that he/she has made sufficient test holes and/or other subsurface investigations to fully satisfy self that such site is a correct and suitable one for this work and he/she assumes full responsibility therefore; that he/she is familiar with all legal requirements (Federal, State and local laws, ordinances, rules and regulations) pertaining to the Work; that he/she has examined the Drawings and Specifications for the work and from his/her own experience or from professional advice that the Drawings and Specifications are sufficient for the work to be done and he/she has examined the other Contract Documents and all addenda relating thereto, and that he/she has satisfied himself/herself fully, relative to all matters and conditions with respect to the work to which this Proposal pertains.

The Bidder proposes and agrees, if this Proposal is accepted, to contract with the City of Holly Hill , (Owner) in the form of contract specified, to furnish all necessary materials, equipment, machinery, tools, apparatus, transportation, and labor and to perform all work necessary to complete the Work specified in the Proposal and other Contract Documents.

Attachment: Exhibit C - Danus Utilities Bid (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

Attachment: Exhibit C - Danus Utilities Bid (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

The Bidder further proposes and agrees to comply in all respects with the time limits for commencement and completion of the Work as stated in the Contract Form.

The Bidder further agrees that the deductions for liquidated damages, as stated in the Contract Form, constitute fixed and agreed liquidated damages to reimburse the Owner for additional costs to the Owner resulting from the Work not being completed within the time limit stated in the Contract Form.

The Bidder further agrees to execute a Contract and furnish satisfactory Performance and Payment Bonds, each in the amount of one-hundred percent of the Contract price, and the required Certificates of Insurance, within ten consecutive calendar days after written notice being given by the Owner of the award of the Contract, and the undersigned agrees that in case of failure on his/her part to execute the said Contract, Performance and Payment Bonds and Insurance Certificates within ten (10) consecutive calendar days after the award of the Contract, the bid guarantee accompanying his/her bid and the money payable thereon shall be paid to the Owner as liquidation of damages sustained by the Owner; otherwise, the bid guarantee shall be returned to the undersigned within fifteen days after the Contract is signed and the Performance and Payment Bonds and Insurance Certificates are filed.

The undersigned agrees to accept as full compensation for completion of the project in full compliance with the Contract Documents, the unit prices for the items named in Section 00 31 00, Schedule of Unit Prices, submitted herein with this Proposal.

The undersigned offers to furnish all materials, equipment and labor for construction of

LIFT STATION 11 PIPING IMPROVEMENTS

for the City of Holly Hill, Florida, complete in every respect in strict accordance with the drawings, specifications and any future changes therein. The Contractor shall perform these obligations for the prices listed in the "Schedule of Unit Prices: Section 00 31 00" attached and made a part of this Bid. **The bid total is:**

One Hundred Ten Thousand, Eight Hundred-Fifty and 00/100 Dollars

(In Words)

Dollars $ 110,850.00 (In Figures)

COMPLETION TIME OF CONTRACT

The Contractor agrees that the work shall be started not later than the date indicated in the Notice to Proceed and that the total work shall be substantially completed within **60 days** and final completion within **30 days** of substantial completion.

The Contractor further agrees that for each calendar day, with the exception of Sundays and legal holidays that any work shall remain uncompleted after the stations completion times stipulated

above the sum of **$500.00 (Five Hundred Dollars)** per day shall be deducted from monies due the contractor, not as a penalty, but as liquidated damages. If the Contractor is declared in default in accordance with the provisions of the Specifications, liquidated damages shall be charged as provided herein, and such amounts shall be deducted from the final amount payable to the Contractor or his/her Surety. Should the total amount chargeable as liquidated damages exceed the amount due or payable to the Contractor or his/her Surety, then such excess shall be paid to the Owner by the Contractor or his/her Surety.

SUPPLEMENTAL REQUIREMENTS

The following documents are attached to and made a condition of this bid:

Schedule of Unit Prices: Section 00 31 00 ✓
Statement of Bidder's Qualifications: Section 00 32 00 ✓
Listing of Subcontractors: Section 00 33 00 ✓
Listing of Previous Experience: Section 00 33 10 ✓
Bid Bond: Section 00 41 00 N/A
Public Entity Crimes Statement: Section 00 47 00 ✓
Anti-Collusion Statement: Section 00 48 00 ✓
Drug Free/Tie Preference Statement: Section 00 48 50 ✓
Compliance with the Public Records Law: Section 00 48 60 ✓
W9 Request for Taxpayer Identification Number and Certification: Section 00 48 70 ✓
Affidavit of E-Verify Requirements Compliance: Section 00 48 80 ✓
Trench Safety Affidavit: Section 00 49 00 ✓
Certificate as to Corporate Principal: Section 00 62 00 ✓
City of Holly Hill Insurance Requirements: Section 00 80 00A ✓

REQUIRED DISCLOSURE

At its sole discretion, the City of Holly Hill, Florida may reject any bidder the City finds to lack, or whose present or former executive employees, officers, directors, stockholders, partners or owners are found by the City to lack honesty, integrity, or moral responsibility. The discretion of the City may be exercised based on the City's own investigation, public records, or any other reliable sources of information. By submitting a bid, bidder recognizes and accepts that the City may reject the bid based upon the exercise of its sole discretion and bidder waives any claim it might have for damages or other relief resulting from the rejection of its bid based on these grounds.

SCHEDULE OF MAJOR MANUFACTURERS AND SUPPLIERS

The equipment manufacturers/suppliers on this project shall be as delineated in the following schedule. Bidders should note that the Owner and Engineer have made rigorous investigations of equipment performance and features, and as a result, Bidders are to note that the contract price for this project shall be based on Base Bid equipment. The Base Bid equipment for this project falls under one of two categories. The first category is equipment that the Owner and Engineer have determined will be supplied by a sole source of supply, for which no substitutions or alternates will be entertained or allowed. Bidder is advised that offering of any alternatives to the sole source supplied equipment will be grounds for rejection of his bid as not responsive. The second category

Attachment: Exhibit C - Danus Utilities Bid (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

of equipment includes those items where the Owner and Engineer deem there to be more than one acceptable supplier of the particular item listed. The equipment which falls under these two categories is a shown on the subsequent pages of this Schedule of Major Manufacturers and Suppliers. Bidder is advised that the award of this Contract will be based solely on the use of Base Bid equipment.

The following comments relate only to the second category of equipment, where the Contract Documents are based upon the equipment or products available from the suppliers denoted as A, B, C, etc. below. These equipment manufacturers, along with the sole source suppliers constitute the Base Bid.

Provision is made in the Contract Documents for alternate manufacturers and suppliers whose equipment or product may be deemed equivalent in quality (see General Conditions). However, the Bidder must indicate in his Bid which Base Bid supplier he intends to use for each item of equipment listed by circling one of the listed manufacturers/suppliers. If the Bidder fails to indicate which listed manufacturer/supplier he intends to use if an alternate is rejected, he must use the supplier listed as "A". Also, if the Bidder circles more than one listed supplier, he must use the first supplier circled (unless an alternate is approved).

If the Bidder desires to propose one or more alternate manufacturers/suppliers, he may write in the name of such alternates in the spaces provided on the Alternate Manufactures/Suppliers page following the schedule. He must, nevertheless, also circle one of the listed manufacturers/suppliers because Bidders' Bid price must be based upon this Base Bid list. Wherever an alternate supplier is proposed, the Bidder must insert the amount to be deducted from the Contract Price (either lump sum or unit price) if the alternate supplier is eventually approved. If the proposed alternate supplier is determined "not equivalent" by the Engineer, the Bidder must use the circled supplier.

For any alternate supplier accepted by the Owner, the Contract Price will be reduced by the deductive amount stated in the Bid. However, the Contract Price will not be adjusted for any alternate supplier rejected.

Each proposed alternate will be evaluated in accordance with the General Conditions.

The deductive amount specified for alternate manufacturers/suppliers will not be used in determining the successful Bidder. Alternates will be considered only after award of the contract.

The Contractor shall reimburse the Owner for any costs directly attributable to the change in suppliers, such as additional field trips for the Engineer, additional redesign costs, additional review and inspection costs, etc.

The Owner may request and the Bidder shall supply complete information on proposed alternates prior to the Notice of Award.

Attachment: Exhibit C - Danus Utilities Bid (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

SCHEDULE OF MAJOR MANUFACTURERS AND SUPPLIERS

Category I - Sole Source Equipment Items:

Item No.	Spec. No.	Equipment/Material	Manufacturer or Supplier
		N/A	

Category II - Major Equipment Items:

Attachment: Exhibit C - Danus Utilities Bid (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

ALTERNATE MANUFACTURERS/SUPPLIERS

	EQUIPMENT ITEM MATERIAL	SPEC. SECTION	ALTERNATIVE MANUFACTURER / SUPPLIER (LIST ONE ONLY)	DEDUCTIBLE AMOUNT (indicate whether lump sum or unit price) ALTERNATE
1.	N/A			
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				

7/19/2022

Name (signature) Date

Daniel J Pardus

Name (typed and printed)

President

Title

Attachment: Exhibit C - Danus Utilities Bid (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

ACKNOWLEDGMENT OF ADDENDA

Addenda will be issued via email and it is the Bidder's responsibility to confirm that all addenda have been received prior to submitting a bid for the project. Acknowledgment is hereby made of the following Addenda received since issuance of Drawings and Specifications:

Addendum No. _____ Dated: _____
Addendum No. _____ Dated: _____
Addendum No. _____ Dated: _____

Addendum No. _____ Dated:
Addendum No. _____ Dated:
Addendum No. _____ Dated:

Attached hereto is a cashier's check on the N/A Bank of

N/A or Bid Bond for the sum of

_____ Dollars (_____),

made payable to _____ (Owner).

Bid Amount - $110,850.00

Danus Utilities, Inc. - Daniel J Pardus
(Name of Bidder) (Affix Seal)

(Signature of Officer)

President
(Title of Officer)

Danus Utilities, Inc.
Name of Bidder

2320 Beardall Ave
Address

Sanford, FL 32771
City/State/Zip

386-804-0068
Telephone

CUC1224744
Contractor's Florida License Number

The full names and residences of persons and firms interested in the foregoing bid, as principals, are as follows:

Daniel J Pardus

2320 Beardall Ave, Sanford, FL 32771

END OF SECTION

Attachment: Exhibit C - Danus Utilities Bid (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

SECTION 00 31 00
SCHEDULE OF UNIT PRICES

CITY OF HOLLY HILL
LIFT STATION 11 PIPING IMPROVEMENTS
BID# 21-WW-04

ITEM NO.	*DESCRIPTION*	*QTY*	*UNIT*	*UNIT COST*	*TOTAL*
1	Preconstruction Video	1	LS	$1,500.00	$1,500.00
2	Bypass Pumping	1	LS	$8,000.00	$8,000.00
3	Complete Valve Vault and Force Main Piping	1	LS	$56,000.00	$56,000.00
4	Tie-Ins				
	a) Tie-In to Existing Force Main	1	LS	$17,750.00	$17,750.00
5	DIP Fittings Add or Delete	100	LBS	$1.00	$100.00
6	Existing Force Main Removal	1	LS	$8,500.00	$8,500.00
7	Permits and Allowances	1	LS	$1,000.00	$1,000.00
8	As-Built Plans	1	LS	$6,000.00	$6,000.00
9	MOT	1	LS	$3,000.00	$3,000.00
10	Restoration	1	LS	$9,000.00	$9,000.00
				BID TOTAL	$110,850.00

Submitted by: Daniel J Pardus
Contractor: Danus Utilities, Inc.
Address: 2320 Beardall Ave, Sanford, FL 32771
Telephone: 386-804-0068 Fax: 407-878-1254
State of Florida Certified General Contractor or Underground Contractor (Required Information)
Licensee: Daniel J Pardus License No: CUC1224744

Attachment: Exhibit C - Danus Utilities Bid (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

SECTION 00 32 00

STATEMENT OF BIDDER'S QUALIFICATIONS

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The bidder may submit any additional information he desires.

A. Name of bidder.
Danus Utilities, Inc.

B. Permanent main office address.
2320 Beardall Ave, Sanford, FL 32771

C. When organized.
8/2009

D. If a corporation, where incorporated.
Florida

E. How many years have you been engaged in the contracting business under your present firm or trade name? 13 Years

F. Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion.) See Attachment 1 - Open Contracts

G. General character of work performed by your company.
Certified Underground Utilities and Excavation Contractor

H.(1) Have you ever failed to complete any work awarded to you? If so, where and why?
No

H.(2) Provide list of any lawsuits or judgments filed by or against your company in the last three years, indicating the nature and outcome.
N/A

I. Have you ever defaulted on a contract? If so, where and why?
No

J. List the more important projects recently completed by your company, stating the approximate cost for each and the month and year completed.
See Atachment 2

K. List your major equipment See Attachment 3 - Equipment List.

L. Experience in construction work similar in type to this project.
See Attachment 4 - Job References

M. Background and experience of the principal members of your organization, including the officers. See Atachment 5 - Resumes

N. Credit available: $ $500,000.00

O. Give bank reference: Seacoast Bank - Bill Zirkelbach - 386-274-6020

P. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the Owner? Yes - Upon Request

Attachment: Exhibit C - Danus Utilities Bid (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

Q. The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the Owner in verification of the recitals comprising this Statement of Bidder's Qualifications.

Dated at Seminole County this 19 day of July, 2022.

Name of Bidder Daniel J Pardus

By: President
Title

State of Florida

County of Seminole

Daniel J Pardus being duly sworn deposes and says that

he is the President of Danus Utilities, Inc. and that

the answers to the City of Holly Hill foregoing questions
Name of Organization

and all statements therein contained are true and correct.

Subscribed and sworn to before me this 19 day of July, 2022.

Notary Public

Robert H Brown
Notary Public (Print or Type)

My commission expires: October 23, 2025

ROBERT H. BROWN
MY COMMISSION EXPIRES
OCTOBER 23, 2025
#H1 145052
Bonded thru
Notary Public Underwriters
NOTARY PUBLIC, STATE OF FLORIDA

Attachment: Exhibit C - Danus Utilities Bid (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

DANUS UTILITIES

2320 Beardall Ave, Sanford, FL 32771 • P.O. BOX 291671, Port Orange, FL 32129 • (386) 233-5588
State License # CUC 1224744

OPEN CONTRACTS				
	EST. COMPLETION	CONTRACT NAME	OWNER INFORMATION	VALUE
	October 2022	Temple Terrace Tree Top Lift Station	City of Temple Terrace	$ 760,925.00
	November 2022	Titusville Cuaseway LS Improvements	City of Titusville	$ 775,825.00
	February 2023	Brevard County Lift Station M-16	Brevard County	$ 2,668,550.00
	January 2023	Brevard County Lift Station S-26	Brevard County	$ 946,000.00

Attachment: Exhibit C - Danus Utilities Bid (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

DANUS UTILITIES

2320 Beardall Ave, Sanford, FL 32771 • P.O. BOX 291671, Port Orange, FL 32129 • (386) 233-5588
State License # CUC 1224744

PAST PROJECTS

	COMPLETION Date	CONTRACT NAME	OWNER INFORMATION	VALUE
	June 2021	Barrington WWTP	Utilities, Inc.	$ 333,000.00
	June 2020	CDBG 18 NR Lift Station Rehabilitation and Replacement	City of Macclenny	$ 1,278,515.00
	August 2020	Seminola Master Lift Station	City of Casselberry	$ 1,008,520.00
	May 2020	Temple Terrace Lift Station A	Temple Terrace	$ 296,890.00
	May 2020	Flagler Beach Westside Sewer Improvements	City of Flagler Beach	$ 300,665.00
	August 2020	Lift Station 93 Rehabilitation	City of Palm Bay	$ 106,966.00

Attachment: Exhibit C - Danus Utilities Bid (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

Attachment 3

DANUS UTILITIES

Equipment List

Vehicles	
1	2015 Dodge 5500 Utility Truck w/ Auto Crane and Tools (2)
2	2000 Ford F-350 Utility Truck
3	2020 Ford F-450 Flatbed Truck
4	2020 Ford F-250 Blue Truck
5	2015 Ford F-250 Red Truck
6	2008 Chevrolet C4500 Duramax Flatbed
7	2009 Ford F-150 Red Truck
	2016 Ford F-150 Red Truck
8	2017 Ford F-150 Red Truck
9	2006 Ford F-150 Silver
Trailers	
1	2018 SureTrac Flat "Blue" Trailer
2	2015 Big Tex Flat "Black" Trailer
3	Big Tex 70PI Dewatering Trailer
4	2017 SureTrac Dump Trailer
5	2013 Big Tex 14LX Dump Trailer
6	2007 Drag Dump Hydraulic Dump
7	Vermeer 750 Gallon Vactor
8	2005 750 Super Vac
9	2019 Raven Spray Rig
By-Pumps	
1	2018 Godwin 8" By-Pass #1
2	Godwin 4" By-Pass
3	Godwin 4" By-Pass
4	DBA 4" Dewatering Pump
Machinary	
1	2013 CAT 304 Mini Excavator
2	2013 CAT 259 Skid Steer W/ Attachments
3	CAT 320E Excavator
4	2019 Cat Skid Steer
5	Bobcat 331 Mini Excavator
Miscellaneous Equipment	
1	McCroy HDPE Butt Fusion Machine
2	Central Thermoplast HDPE Electro Fusion Machine
3	Generators / Welders
4	Bosch Jack Hammer
5	ISC 695-F4 5HP Concrete Chain Saw
6	Stihl 14" Gas Chop Saws (3)
7	Confined Space Tripods
8	Gas Detectors
9	Hilti Chisel Hammer
10	Compactor / Tamper
11	All Required Piping tools

Attachment: Exhibit C - Danus Utilities Bid (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

DANUS UTILITIES
2320 Beardall Ave, Sanford, FL 32771 • P.O. BOX 291671, Port Orange, FL 32129 • (386) 233-5588
State License # CUC 1224744

Job References

START DATE	COMPLETE DATE	DESCRIPTION	OWNER INFORMATION AND CONTACTS	VALUE
12/2021	4/2022	City of Palm Bay: Lift Station 21 Rehabilitation. Work consisted of by-passing the location, prep, and cleaning wet-well. Equipment removal with demolition of old top slab. Installed discharge piping and valve assembly along with new top slab and hatch. Coated wet-well as well.	City of Palm Bay 120 Malabar Rd, Suite 200 Palm Bay, FL 32907	$ 99,000.00
3/2021	11/2021	City of Temple Terrace: Lift Station SA. This project included the rehabilitation of Lift Station SA with the installation of a new wet well (precast well and top slab), 3 new submersible pumps, all piping (12" and 24") associated with the lift station (header piping, valve vault piping and appurtenances). The inside of the receiving gravity manhole is to be rehabilitated/re-coated. Demo of previous lift station building as well as restoration of the lot.	City of Temple Terrace 11250 N.56th Street Temple Terrace, FL 33617 Engineering: Kimley-Horn Mike Semago Mike.Semago@kimley-horn.com	$ 1,979,790.80
12/2020	7/2021	City of Daytona Beach: Clyde Morris Manholes Rehabilitation Project consisted of the rehabilitation of 29 manholes. They were lined using Urathane or epoxy coating. Some were located in the pavement and had ring and cover replacement. Bench and invert work was done where it had been lacking.	City of Daytona Beach 301 S. Ridgewood Avenue Daytona Beach, FL 32114 Jeff Lane 386-671-8513 lanejeff@codb.us	$ 231,682.50
10/2020	4/2021	**St Johns County Lift Stations Rehabilitation.** - The work consisted of the Mayo Clinic (PS 114), Corpus Christi (PS 115), and I-95 Rest Area (Mile Marker 302) North Bound (PS 118) Lift Station Upgrades project required the contractor to furnish all labor, materials, equipment, and incidentals necessary for improvements to the titled lift stations located in Saint Augustine, FL. Work included bypass pumping, demolition, relining existing wet wells and influent manholes, new wet well tops and hatches, new submersible pumps, new force main piping, valves, and appurtenances and connection to existing force main, electrical and instrumentation, coordination with FPL, fencing, site work, and permitting per all applicable St. Johns County Utility Department (SJCUD) standards and as provided in the Contract documents.	St. Johns County 500 San Sebastian View St. Augustine FL 32084. Teri Pinson, P.E. - (904) 209-2604 tpinson@sjcfl.us	$ 1,057,610.98
9/2020	5/2021	City of Casselbery - ITB-2019-0525 PW 1811 SEMINOLA MASTER LIFT STATION RENOVATION: Consists of the rehabilitation and replacement of equipment, materials, and/or structures at the Seminola Master Lift Station, including installation of a new concrete wet well; rehabilitation of the existing wet well to an influent manhole; installation of new submersible pumps, piping and fittings, control panel, electrical wiring, concrete and asphalt driveway, and emergency generator and fuel tank; and restoration of the site.	City of Casselberry Tara Lamoureux. City of Casselberry 95 Triplet Lake Drive Casselberry, FL 32707 (407) 262-7725, ext. 1228 Engineering: Reiss Engineering Eric Gassen: 407-679-5358. EGassen@rbacompanies.com	$ 1,203,442.65
5/2020	12/2020	Brevard County: Rehabilitation of Lift Station T-09. Work consisted of by-passing the location, prep and installation of wet well fiberglass liner, install of 12" wet well top slab and hatch, install of 6" gate valve, force main discharge piping and valves, install of 40' ROHN Tower, antenna, conduit, and wiring.	Brevard County, FL 2725 Judge Fran Jamieson Way Viera, Florida 32940 Robert Edmiston 321-617-7391 robert.edmiston@brevardfl.gov	$ 155,500.00
2/2020	6/2020	City of West Melbourne: Rehabilitation of 4 Lift Stations including: installation and wiring of city supplied control panels. Installation of fiberglass liners and floors. Installation of HDPE discharge piping, duplex guide rail systems, wet-well top slabs, pipes, valves, and fittings. Removal of debris and restoration.	City of West Melbourne 1415 Henry Ave. West Melbourne, FL 32904 Mike DeBerry 321-727-3710 Michael.DeBerry@jacobs.com	$ 401,876.00
1/2020	6/2020	City of Winter Park - Lift Station 66 Rehabilitation. Work consisted of high pressure water blasting, controlled by-passing at 500 GPM, application of Raven 405 Epoxy coating, installed new stainless-steel base plates and base elbows, installed new top slab, and installed new 4" piping.	City of Winter Park Water and Sewer Admin 1409 Howell Branch Rd. Bldg. #1 Winter Park, FL 32789 Lon Katschor 407-599-3254 lkastschor@cityofwinterpark.org	$ 78,733.70
11/2019	4/2020	City of West Melbourne: WWTP Headworks Structure, Floor, and Walls Coating. Provided all labor, materials, equipment, and all supervision nesscary to prepare and coat the interior of existing concrete structures. Patched/Repaired all minor voids as nesscary with Raven approved repair mortars up to 1/2" thick. The top was coated with Raven 405 Ultra Build Epoxy at 200 mil thick. The monolithic epoxy coating of entire structure inspected with high voltage Holiday detection equipment.	City of West Melbourne 1415 Henry Ave. West Melbourne, FL 32904 Mike DeBerry 321-727-3710 Michael.DeBerry@jacobs.com	$ 143,814.00

Attachment: Exhibit C - Danus Utilities Bid (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

DANUS UTILITIES
2320 Beardall Ave, Sanford, FL 32771 • P.O. BOX 291671, Port Orange, FL 32129 • (386) 233-5588
State License # CUC 1224744

Job References

START DATE	COMPLETE DATE	DESCRIPTION	OWNER INFORMATION AND CONTACTS	VALUE
10/2019	4/2020	Flagler Rehabilitation Project: Rehabilitation of 3 lift stations in the City of Flagler Beach. Work consisted of removing and replacing pumps, elbows, stainless rails, check/plug valves, concrete slabs, etc.	City of Flagler Beach 105 S 2nd St. Flagler Beach, FL 32136 Alliant Engineering, Inc. 7406 Fullerton St, Suite 110 Jacksonville, FL 32256 Marcus DePasquale 904-683-8352	$ 305,655.00
11/2019	1/2020	City of Macclenny CDBG 18 NR Lift Station Rehabilitation and Replacement: The Project consists of constructing three (3) new duplex submersible pump stations; rehabilitating two (2) duplex self-priming pump stations; associated gravity sewer and force main work; bypass pumping; demolition; sitework; electrical, including emergency standby generators; and associated restoration.	Macclenny, FL 118 E Macclenny Ave. Macclenny, FL 32063 Mittauer & Associates, Inc. 580-1 Wells Road Orange Park, FL 32073 Tim Norman 904-278-0030	$ 1,029,213.00
01/2020	04/2020	Brevard County Lift Station S-04: The project consists of the installation of the proposed Lift Station S-04, including but not limited to; the rehabilitation of the existing wet well, installation of a new wet well, pumps, risers, valves, piping, valve pad, control panel, and associated electrical components, telemetry infrastructure, and the associated instrumentation and controls; gravity wall, sidewalk, and guiderails; and all other incidentals necessary to complete the work in accordance with the Contract Documents.	Brevard County, FL 2725 Judge Fran Jamieson Way Viera, Florida 32940 Owen Callard 321-633-2089 Owen.Callard@brevardfl.gov Engineering: Bussen-Mayer Scott Nickle 321-453-0010	$ 781,135.00
09/2019	04/2020	City of Temple Terrace Lift Station A: This project consists of the rehabilitation of an existing lift station and installation of approximately 30 LF of 8" DI Forcemain. Lift station rehabilitation includes replacing all pumps, wet well piping, fittings, valves and lining the existing wet wells.	City of Temple Terrace 11250 N.56th Street Temple Terrace, FL 33617 Engineering: Kimley-Horn Mike Semago Mike.Semago@kimley-horn.com 727-498-3633	$ 296,890.00
10/2019	02/2020	City of Holly Hill Lift Station 13 Rehabilitation: The rehabilitation of the City of Holly Hill Lift Station #13 includes the conversion of the can lift station into a submersible station. Work includes bypass pumping, demolition of (2) existing pumps, piping, and valves to abandon pump can. Installation of two (2) new submersible pumps, top slab, piping, valves, valve vault, electrical panel and control panel.	City of Holly Hill 1065 Ridgewood Ave Holly Hill, FL 32117 Rick Glass 386-566-1600 rglass@hollyhillfl.org Engineering: Mead & Hunt Kevin Lee 386-414-5053	$ 240,430.00
10/2019	01/2020	Holiday Isle Lift Station Improvements-Installation of new 8 ft diameter precast concrete wetwell and 5 ft diameter precast doghouse/pour-in-place receiving manhole, coating the existing and proposed wetwell/manhole interior with Raven405 or approved equal, precast concretetop slab withHoliday Isle Lift Station access hatch, 316 stainless steel piping, valves, guide rails, pump bases, submersible pumps, diesel bypass pump, and water service for lift station, relocation/replacement of existing 4" and 6" backflow preventers, concrete slab/driveway, concrete masonry block wall with stucco finish and cantilever gate, electrical rack including control panel, explosion-proof terminal boxes, RTU, electrical wiring, service disconnect, and electrical meter per SJCUD standards, temporary bypass pumping and demolition / removal of existing lift station components and building and conversion of theexisting wetwell into a manhole.	St. Johns County Purchasing Dept. 500 San Sebastian View St. Augustine FL 32084. James Overton 904-209-2514 joverton@sjcfl.us	$ 399,010.00
05/2019	11/2019	City of Ormond Beach Lift Stations 3M, Tomoka Meadows, & Ashford Lakes Improvements - The work consists of improvements to Lift Stations 3M, Tomka Meadows & Ashford Lakes. For Lift Station 3M, electrical and control improvements; including voltage change and SCADA reprogramming; wet well top slab replacement; removal of fiberglass pole and light fixture; bypass pumping; installation of new light on existing concrete pole; new drain line. For the Lift Station at Tomoka Meadows, work consists of removal of a fiberglass pole and light fixture; installation of a new light on existing concrete pole;	City of Ormond Beach 22 South Beach Street Ormond Beach, FL 32174 Ron Burk: 386-676-3368 Ron.Burk@ormondbeach.org Engineering: McKim & Creed, Inc. 139 Executive Circle, Suite	$ 378,400.00

Attachment: Exhibit C - Danus Utilities Bid (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

DANUS UTILITIES
2320 Beardall Ave, Sanford, FL 32771 • P.O. BOX 291671, Port Orange, FL 32129 • (386) 233-5588
State License # CUC 1224744

Job References

START DATE	COMPLETE DATE	DESCRIPTION	OWNER INFORMATION AND CONTACTS	VALUE
04/2019	11/2019	Brevard County Lift Station N-04 Demolition & Gravity Line Installation- The project consisted of replacing an existing sanitary sewerage lift station with a new sanitary sewerage gravity main and all other incidentals necessary to complete the work in accordance with the Contract Documents. The incoming waste water flow to the existing station must be continuously pumped at all times; this required the contractor to provide a means of pumping during down times of the existing station due to construction or change over to new gravity main.	Brevard County, FL 2725 Judge Fran Jamieson Way Viera, Florida 32940 Owen Callard 321-633-2089 Owen.Callard@brevardfl.gov Engineering: Honeycutt and Associates: Rodney Honeycutt: 321-269-7847	$ 421,993.00
06/2019	11/2019	Brevard County Lift Station T-45 Rehabilitation The project involved complete rehabilitation of an existing duplex, submersible sanitary sewer lift station.	Brevard County, FL 2725 Judge Fran Jamieson Way Viera, Florida 32940 Owen Callard 321-633-2089 Owen.Callard@brevardfl.gov	$ 108,600.00
05/2019	10/2019	Lift Station 60 Automatic Transfer Switch Upgrade Contractor was responsible for providing labor and materials to install a new three-way bypass/isolation valve system on the existing 30" DIP Force Main at lift station 60. The bypass valve required a valve vault. Contractor provided the excavation and restoration required. Affected areas were restored to grade and sodded. Contractor ensured all work meets the UCNSB wastewater rules and standards.	Utilities Commission, City of New Smyrna Beach 200 Canal Street New Smyrna Beach, FL 32168 Darren Phegley: 386-275-2475 dphegley@ucnsb.org	$ 836,539.40
01/2019	09/2019	City of Groveland Sunshine Parkway WWTF Headworks Relining Trench excavation, addition of 16" diameter raw wastewater piping, and lining of two effluent boxes in existing headworks structure.	City of Groveland 156 South Lake Avenue Groveland, FL 34736 Ricky Rodriguez: 352-557-1109	$ 124,749.50
01/2019	05/2019	City of Cocoa - Lift Station 29 Gravity Main - This project involves the removal, grade correction and replacement of approximately 100 lineal ft of 10" gravity sewer.	City of Cocoa 65 Stone Street Cocoa, FL 32922 Chris Collier 407-616-1921 ccollier@cocoafl.org County Engineering	$ 167,850.00
01/2019	04/2019	Brevard County Lift Station T-14 Rehabilitation The project consists of the rehabilitation of Lift Station T-14 to include rehabilitation of existing wet well; demolition of underground valve box and its replacement with an aboveground valve pad; replacement of the pumps, base elbows, discharge piping, guiderail system, valves / fittings, electrical and RTU panels; and connection to the existing force main. The project also involves bypass pumping during rehabilitation and site restoration such as construction access driveway and replanting of the screening hedge after completion of rehabilitation.	Brevard County, FL 2725 Judge Fran Jamieson Way Viera, Florida 32940 Owen Callard 321-633-2089 Owen.Callard@brevardfl.gov	$ 340,800.00
04/2018	10/2018	Lift Stations 2A and 2B Rehabilitation - Including: By-pass new pumps, new control panel, pipes, valves and fittings, coatings and precast.	Brevard County, FL 2725 Judge Fran Jamieson Way Viera, Florida 32940 Owen Callard 321-633-2089 Owen.Callard@brevardfl.gov Engineering: Honeycutt and Associates: Rodney Honeycutt: 321-269-7847	$ 644,500.00
06/2018	10/2018	Brevard County Lift Station X-15 Rehabilitation - The project consists of relocating three existing blowers from inside a building to outside; construction of a pre-engineered canopy; replacement of existing air piping and valves; temporary blower equipment and piping as necessary to maintain continuous operation of the facility.	Brevard County, FL 2725 Judge Fran Jamieson Way Viera, Florida 32940 Owen Callard 321-633-2089 Owen.Callard@brevardfl.gov Engineering: Wade Trim Inc. Rodrigo Cruz 321-728-3389	$ 110,800.00
8/2017	09/2018	Town of Longbaot Key - 7 Lift Station Rehabilitation Project - Including: By-pass pumping. Replacement of pipes, valves and fittings, base plates, guide rails, topslab and hatches and coatings.	Town of Longboat Key 501 Bay Isle Road Longboat Key, FL 34228 Brad Walter - 941-316-1999 bwalter@longboatkey.org Engineering: Town of Longboat Key 321-269-7847	$ 557,969.51
01/2018	06/2018	Seminole Tribe of Florida - Hollywood Police Station Rehabilitation - This sewer lift station rehabilitation project generally consists of demolishing the major components of the existing lift station, except for the wet well, and reconstructing with new components in accordance with STOF Public Works.	Seminole Tribe of Florida 6300 Stirling Road Hollywood, FL 33024 Rudy Garcia - 954-966-6300. RudyGarcia@semtribe.com Engineering: Jacobs Engineering-Walmer Martinez - 787-901-1627	$ 233,150.00

Attachment: Exhibit C - Danus Utilities Bid (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

DANUS UTILITIES
2320 Beardall Ave, Sanford, FL 32771 • P.O. BOX 291671, Port Orange, FL 32129 • (386) 233-5588
State License # CUC 1224744

Job References

START DATE	COMPLETE DATE	DESCRIPTION	OWNER INFORMATION AND CONTACTS	VALUE
02/2017	02/2018	Brevard County - Lift Station C-12 Rehabilitation - The project consists of rehabilitation of Lift Station C-12 to include rehabilitation of the existing wet well; removal and disposal / salvaging of existing pumps, valves, fittings and piping from the dry pit; demolition of the top five (5) feet of dry pit and filling it with suitable soil; construction of an above ground valve pad; installation of new pumps, base elbows, discharge piping, valves, and fittings and connection to the existingforce main; installation of a electrical control panel, pedestal box, RTU panel with antenna. The project alsoinvolves site improvements including construction of a fence with gate and an access driveway. By-pass pumping of the wastewater during the rehabilitation of the lift station is included and all other incidentals necessary to complete the work in accordance with the Contract Documents.	Brevard County, FL 2725 Judge Fran Jamieson Way Viera, Florida 32940 Owen Callard: 321-633-2089 Owen.Callard@brevardfl.gov	$ 234,580.00
12/2016	01/2018	Brevard County Lift Stations S-09 and S-15 Replacement - Bid No. B-4-16-88: Including - The project consists of replacing two (2) existing "dry-well" lift stations with new submersible lift stations (Using Tremmie method), including new valve pads, tie-in to the existing force mains, new power service, new control panel, new telemetry tower (with a 3KVA step down transformer), site grading, chain link fence and gates, new access driveway.	Brevard County, FL 2725 Judge Fran Jamieson Way Viera, Florida 32940 Owen Callard 321-633-2089 Owen.Callard@brevardfl.gov Engineering: Honeycutt and Associates: Rodney Honeycutt: 321-269-7847	$ 1,205,242.00
09/2017	01/2018	Brevard County - Lift Station S-17 Replacement - Replace the existing dry well/wet well S-17 Lift Station within the public Right-of-Way for Burns Boulevard. The new lift station will consistof a 10 foot diameter wet well and twin 10 horsepower submersible pumps. A proposed 10 inch force mainwill connect to an existing 10 inch force main located within Burns Boulevard. The existing dry well will becut down below grade and filled with sand. The existing wet well will be converted to a terminal manhole and all other incidentals necessary to complete the work in accordance with the Contract Documents.	Brevard County, FL 2725 Judge Fran Jamieson Way Viera, Florida 32940 Owen Callard: 321-633-2089 Owen.Callard@brevardfl.gov Engineering: Honeycutt and Associates: Rodney Honeycutt: 321-269-7847	$ 499,948.00
01/2017	08/2017	SSNOCWTA - Winter Park Central Lift Stations Improvements - 2015.16-33: Including By-pass, Demolition of existing equipment, replacement of risers, replacement of piping valves and fittings. Concrete/grout repair for base plates and voids. Installation of steel plate for riser pipes, wet well catchment bowl and drop pipe, guide rails, swing gate, crane hoist and runway beam, sluice gate, hatches for effluent vault, wet well and influent control structure, wet well and influent control structure liners. Replace electrical and instrumentation. Canopy structure and restoration.	South Seminole & Orange County Waste Water Transmission Authority 410 Lake Howell Rd, Maitland, FL 32751 Ed Gil DeRubio - 407-628-3419 Engineering: Reiss Engineering Eric Gassen: 407-679-5358. ergassen@REISSENG.com	$ 589,093.50
02/2017	05/2017	City of Ormond Beach - Lift Station 8M-1 Improvements - BID NO. 2016-05: Work includes electrical improvements: replacement of the existing valve box; rehabilitation of the existing perimeter knee wall: wet well improvements, including replacement of the existing top slab, lining the existing wet well interior and replacement of the existing riser pipes, guide rails, brackets and pumps. In addition, the work includes removal of an existing camphor tree stump; lining of an existing manhole; replacement of a settled gravity sewer main and surface restoration.	City of Ormond Beach 22 South Beach Street Ormond Beach, FL 32174 Ron Burk: 386-676-3368 Ron.Burk@ormondbeach.org Engineering: McKim & Creed, Inc. 139 Executive Circle, Suite 201 Daytona Beach, FL 32114 Scott Spooner: 386-274-2828	$ 216,050.00
12/2016	02/2017	City of Holly Hill Lift Station 16 Rehabilitation - BID NO. 16WW01: Including demolition, bypass pumping, supply and installation of PVF, pigging, electrical, directional drill of HDPE force main, tie-in to existing lift station and manhole, air release valve assembly, abandoning of existing force main, MOT and restoration.	City of Holly Hill 1065 Ridgewood Ave Holly Hill, FL 32117 Walt Smyzer wsmyser@hollyhillfl.org 386-248-9463 Engineering: Quentin L Hampton Associates 386-761-6810	$ 236,640.00
08/2016	11/2016	Brevard County Lift Stations B-08 and B-11 Replacement - Bid No. B-4-16-13: Including: Demolition, bypass pumping, installation of gravity lines and manhole, installation of wet well, pumps, piping and valves, electrical, control panel, telemetry tower, antenna, and RTU, fence, gate, concrete driveway and ground cover, and restoration.	Brevard County, FL 2725 Judge Fran Jamieson Way Viera, Florida 32940 Owen Callard: 321-633-2089 Owen.Callard@brevardfl.gov Engineering: Honeycutt and Associates: Rodney Honeycutt: 321-269-7847	$ 830,950.00

Attachment: Exhibit C - Danus Utilities Bid (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

DANUS UTILITIES
2320 Beardall Ave, Sanford, FL 32771 • P.O. BOX 291671, Port Orange, FL 32129 • (386) 233-5588
State License # CUC 1224744

Job References

START DATE	COMPLETE DATE	DESCRIPTION	OWNER INFORMATION AND CONTACTS	VALUE
06/2016	08/2016	SSNOCWTA - Five Points and Consumers Lift Stations Improvements - 2015-16-14: Including - By-pass, Demolition of existing equipment, replacement of risers, replacement of piping valves and fittings, installation of odor control, replace electrical and instrumentation, Installation of new generator ATS and related items.	South Seminole & Orange County Waste Water Transmission Authority 410 Lake Howell Rd, Maitland, FL 32751 Ed Gil DeRubio - 407-628-3419 Engineering: Reiss Engineering ergassen@REISSENG.com Eric Gassen: 407-679-5358	$ 536,180.00
05/2016	06/2016	Brevard County Lift Station F-10 Electrical Upgrade - B-4-16-17: Including furnishing and installing a Triplex Pump Control Panel, electrical disconnects, battery charging system for the existing emergency generator, complete and integrated grounding system, and making improvements to instruments, controls, alarms, and lighting. This work also involves the re-installation of an Owner-furnished RTU system and includes providing and maintaining a temporary bypass pumping system, performing required demolition of old components, performing all demonstration tests, and furnishing and installing all hardware, fasteners, conduits, wiring, and other incidentals.	Brevard County, FL 2725 Judge Fran Jamieson Way Viera, Florida 32940 Owen Callard: 321-633-2089 Owen.Callard@brevardfl.gov Tetra Tech (Engineering): Rasesh Shah 407-480-3926	$ 209,000.00
12/2015	02/2016	Brevard County Lift Station S-07 Replacement - Bid No. B-4-15-90: Including - The modification to existing wet well, removal of pumps, pumps building, control panel, tower, meter and all electrical connections. The work also consists of installing new sanitary wet well, dual submersible pumps, force main, control panel, transfer switch, telemetry tower and all other incidentals necessary to complete the work in accordance with the Contract Documents.	Brevard County, FL 2725 Judge Fran Jamieson Way Viera, Florida 32940 Owen Callard 321-633-2089 Owen.Callard@brevardfl.gov Engineering: Quentin L Hampton Associates 386-761-6810	$440,339.00
10/2015	11/2015	Ormond Beach Saddler's Run Lift Station Rehabilitation Project - Bid # 2015-25: Including - By-pass new pumps, new control panel, pipes, valves and fittings, coatings and precast.	City of Ormond Beach, FL 22 South Beach Street Ormond Beach, FL 32174 Ron Burk: 386-676-3368 Ron.Burk@ormondbeach.org Engineering - City Engineer	$179,450.00
11/2015	11/2015	City of Deltona Whitewood and Wellington Rehab Project - ITB # PW 15-10: Including - Removal and replacement of the manhole immediately upstream of lift station #1 and lining of wetwell. Demolition and removal of existing manhole, by-pass pumping, installation of replacement manhole with liner and additional piping required to reestablish the connections and also the lining of existing wetwell.	City of Deltona 2345 Providence Blvd. Deltona, FL 3725 Jeff Elder 386-804-2372 JElder@deltonafl.gov Engineering: Quentin L Hampton Associates 386-761-6810	$93,250.00
09/2015	10/2015	Holly Hill Lift Station # 17 Rehabilitation Project - Bid # 15 WW02. Including: By-pass new pumps, new control panel, pipes, valves and fittings, coatings and precast.	City of Holly Hill 1065 Ridgewood Ave Holly Hill, FL 32117 Walt Smyzer wsmyser@hollyhillfl.org 386-248-9463 Engineering: Quentin L Hampton Associates 386-761-6810	$208,990.00
08/2015	08/2015	Holly Hill Lift Station # 6 Rehabilitation Project - Bid # 14-WW01 Including- By-pass new pumps, new control panel, pipes, valves and fittings, coatings and precast.	City of Holly Hill 1065 Ridgewood Ave Holly Hill, FL 32117 Walt Smyzer 386-248-9463 Engineering: Quentin L Hampton Associates 386-761-6810	$247,761.00
06/2015	07/2015	Sagittarius Pump Station Improvements - By-pass new pumps, new control panel, pipes, valves and fittings, coatings and precast.	South Seminole & Orange County Waste Water Transmission Authority 410 Lake Howell Rd, Maitland, FL 32751 Ed Gil DeRubio - 407-628-3419 Engineering: Reiss Engineering Eric Gassen: 407-679-5358 ergassen@REISSENG.com	$193,308.00
04/2015	06/2015	Volusia County Lift Station Project, Rehabilitation of Lift Stations SE1, SE6 and SE11 - Including: By-pass new pumps, new control panel, pipes, valves and fittings, coatings and precast.	Volusia County, FL 123 W Indiana Ave Delend, FL 32720 Scott Mays 386-943-7027 smays@volusia.org Engineering: Jones, Edmunds & Associates 800-237-1053	$599,297.00

Attachment: Exhibit C - Danus Utilities Bid (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

DANUS UTILITIES
2320 Beardall Ave, Sanford, FL 32771 • P.O. BOX 291671, Port Orange, FL 32129 • (386) 233-5588
State License # CUC 1224744

Job References

START DATE	COMPLETE DATE	DESCRIPTION	OWNER INFORMATION AND CONTACTS	VALUE
05/2015	06/2015	Installation of fiberglass liner in existing manhole on Raper Dairy Road for the City of Orlando, FL	Insituform Technologies, Inc. 3016 N Hwy 301 N Tampa, FL 33619 Brandon Gerber BGerber@insituform.com 813-627-0007	$85,000.00
02/2015	03/2015	Town of Longboat Key Lift Station 8F Rehabilitation - Including: By-pass new pumps, new control panel, pipes, valves and fittings, coatings and precast.	Town of Longboat Key, FL 501 Bay Isles Road Longboat Key, FL 34228 Brad Walter Phone: 941- 316-1999 Engineering: DMK Engineering. 941-412-1293	$ 261,393.00
5/29/14	6/24/14	4 Lift Station Rehabilitations - Including: By-pass, new precast , electrical and pipes valves and fittings.	City of Deltona, FL 2345 Providence Blvd Deltona, FL 32725 Jeff Elder 386-804-2372 JElder@deltonafl.gov Engineering - City Engineer	$ 68,400.00
5/9/14	5/16/14	Various Lift Station Repipes - including: By-pass and piping.	City of Ormond Beach, FL 22 South Beach Street Ormond Beach, FL 32174 Ron Burk: 386-676-3368 Ron.Burk@ormondbeach.org Engineering - City Engineer	$ 56,750.00
05/2014	05/2014	Lowes Gravity Improvements - Including: install new 8' x 18' deep precast, lift station valve box, electrical, 5000' of 8", 6", and 4" force main, demo old drain field and pumping station.	Lowes Home Centers Howard Bayless 863-680-2293 Engineering: Upham & Associates 386-672-9515	$ 421,000.00
05/2014	05/2014	Lift Stations 2A and 2B Rehabilitation - Including: By-pass new pumps, new control panel, pipes, valves and fittings, coatings and precast.	Town of Longboat Key, FL 501 Bay Isles Road Longboat Key, FL 34228 Brad Walter bwalter@longboatkey.org Phone: 941- 316-1999 Engineering: DMK Engineering 941-412-1293	$ 213,014.00
03/2019		City of Dunedin Lift Station #8 & #15 Emergency Pump System Furnish and install one (1) self-priming pump system with new concrete equipment pad at Lift Station 8 and one (1) self-priming pump system at Lift Station 15. Work will include new suction and discharge piping to/from self-primping pumps, piping to connect to existing force main(s), valves and appurtenances, electrical conduit and wiring, startup and testing of the system.	City of Dunedin 750 Milwaukee Avenue Dunedin, FL 34698 Timothy Calvit: 727-298-3211	$ 476,245.00
2/10/14	4/11/14	Waste Water Treatment Plan Headworks Rehabilitation - Including: By-pass of 6 MGD, coating of structure.	City of Port Orange, FL 1000 City Center Circle Port Orange FL, 32129 Fred Griffith - 386-506-5753 Engineering: Quentin L Hampton & Associates (386) 761-6810	$ 536,480.00
3/24/14	3/28/14	Install water service and gravity sewer laterals	City of New Smyrna Beach 210 Sams Ave New Smyrna Beach, FL 32168 Randy Walters - 386-424-3026 rwalter@ucnsb.org Engineering - City Engineer	$ 43,250.00
2014	2014	Various Lift Station Rehabilitations - Including: By-pass new pumps, new control panel, pipes, valves and fittings, coatings and precast.	City of Deltona, FL 2345 Providence Blvd Deltona, FL 32725 Jeff Elder 386-804-2372 JElder@deltonafl.gov Engineering: City Engineer	$ 203,023.00

Attachment: Exhibit C - Danus Utilities Bid (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

DANUS UTILITIES

2320 Beardall Ave, Sanford, FL 32771 ♦ P.O. BOX 291671, Port Orange, FL 32129 ♦ (386) 233-5588

State License # CUC 1224744

Resumes of Key Employees

Dan Pardus – President/Project manager: 27 years' experience in underground utilities as an owner and project manager. Dan Pardus is the sole owner /operator of Danus Utilities Inc. Dan Pardus founded Danus Utilities Inc. Dan holds a current Florida Underground Utility Contractor License. Other certifications include; Confined Space, 10-hour OSHA, HDPE Butt Fusion Welding, Backflow Repair / Tester and MOT. Danus Utilities currently has 18 full time employees. 3000 sq. ft. shop is located at 2320 Beardall Ave, Sanford FL 32771. Danus Utilities Inc. offers complete rehab services and installation to lift stations, manholes and sanitary sewer force main /gravity sewer connections installation of fiberglass liners in wet wells and manholes. Danus Utilities, Inc. is also a certified Raven applicator and various coating to precast surfaces. HDPE electro/butt fusion welding. Chemical pump grouting of precast structures. vactor services, cleaning and lining of lines. Dan's success in all his past business ventures is due to the fact he is a hands-on owner that works side by side with all his employees to ensure the finished product is the best it can be. Before Danus Utilities, Inc. Dan Pardus was Project Manager / Superintendent for J & H Waterstop, Inc. supervising lift station rehab jobs for Manatee County, Brevard County, Orange County, The City of Deltona, and the City of Winter Haven. He operated the bobcat and backhoe, supervised dewatering, installations of the piping, valves, fittings, and supervised the force main tie-ins, and supervised subs including electrical, asphalt, and concrete contractors, and supervised crane operators setting structures and performing trench box shoring and scheduled and performed startup of pumps. His additional duties included preparation of submittals to the engineering firm, holding pre-construction meetings with City Dept. Heads, review of plans, set up by-pass system and maintenance of traffic, ordered and scheduled material and equipment, ensured compliance with OSHA regulations. Starting his underground career in 1993 Dan Pardus was owner of Multi-Communications and was the Project Manager and equipment operator supervising crews running conduits on 1-75 installing 20 miles of 4" duct and pull boxes. He also supervised the installation, maintenance, and servicing of all cable systems located in Volusia County, installing coax and fiber cables, jack and boring of roads and driveways, splice taps, setting ground rods, and underground pull boxes. His responsibilities included operating the ditch witch, and plow trencher combo, digging pull boxes in with backhoe, holding pre-construction meetings, reviewing plans, applying for permits, scheduling jobs and material and equipment deliveries, ensuring all work was in compliance with D.O.T and ensuring job site safety

Attachment: Exhibit C - Danus Utilities Bid (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

Stephen Coxon– Forman: Stephen Joined the Danus Utilities Team in August of 2016 as an Utilities Laborer. He quickly learned the ins and outs in the field and was moved into a foreman role supervising all phases of lift station rehabilitations, manhole lining, water and wastewater treatment plant repairs/ improvements, excavation of sanitary sewer/water mains. Management of crew and materials. job and consumer safety control. Stephen holds current Confined Space, Excavation and Trench Safety Certifications and a Class A CDL License. He is a competent heavy equipment operator Backhoe/Loader. Has been an active working participant on-site at over 100 plus lift station Rehabs or new Lift station installations in the throughout Florida. Stephen has competently performed the following: Installing new and rehabs lift station pipe, valves and fittings, construction of new lift stations from the pre-cast only stages. He operates an autocrane, bob cat and backhoe. Assisted in lift station bypassing & dewatering setups for rehabs. Installation of Force main tie-ins and all piping associated with tie-ins. Pouring concrete slabs and driveways. Removal and installation of lift station pumps & controls.

Brian Dauria – Forman - Spray Crew: Brian joined Danus Utilities in January 2016, for the express purpose of developing the equipment and specifications for spraying various epoxy coating products. Brian has been responsible for the building and maintaining our plural component spray equipment as well as several airless pumps which we use in the spray coating business. Before joining Danus Utilities, Mr. Dauria was a project manager for Plastic Composites Inc, Layne In-liner, and Murray Logan Construction. His responsibilities included the supervision of various projects which included dealing with sewer systems from manholes to wet wells. Brian has managed the spray coating crews for the last three years. His responsibilities include quality control for each project, including the maintenance of the equipment, training of the personnel, safety, and time management for each project. He has managed over 500,000 sq. ft. of coating installation over the last ten years, while maintaining a record of no accidents, and spraying each product within specified ratio for the manufacturer's specification. Brian has been recertified to spray Raven Lining Systems product and Tnemec products. Further, he is qualified in spraying various cement products. Brian is responsible for assisting in all new employee training on all coating products.

Danus Utilities is approved to install Raven Lining Systems 10-year warranty products and Tnemec Coatings.

Attachment: Exhibit C - Danus Utilities Bid (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

Raymond Rogers – Estimator/Project Manager: Raymond began his career in 1989 as a delivery driver for Hughes Supply, and diligently worked his way up the ranks to Branch Manager before leaving in 2004. He worked as an Estimator/Project Manager/Product Specialist for 5 years finishing several successful projects along the way. From 2009 to 2013 Raymond worked for the City of Clermont continuing to expand his knowledge of sewer and water systems. He was an Environmental Services Manager in charge of the Distribution Division, Collections Division, Storm Water Division and Inventory for Warehouse Supplies. In 2013 Raymond had the opportunity to join Danus Utilities as an Estimator/Project Manager/Product Specialist. Since then he has helped with the successful completion of hundreds of projects and is an integral part of the success of Danus Utilities, Inc.

Utility Technicians/Laborers: Danus Utilities has 3 crews of hand-picked members that have a combined over 30 years of combined service. There certifications include OSHA-10, Confined Space Safety, Competent Person and Excavation Safety, Raspatory Protection, Hazard Communication supported Scaffolding, and Ladder Safety. With these crew members Danus Utilities is able to provide services that exceed our customers' expectations.

Attachment: Exhibit C - Danus Utilities Bid (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

SECTION 00 33 00
LISTING OF SUBCONTRACTORS

The Bidder proposes that the following subcontractors are qualified to perform the referenced work and have successfully done so on recent projects similar in nature and size. Upon approval of subcontractors listed the successful bidder shall not substitute subcontractors without approval from the Engineer. Bidder shall attach additional sheets as necessary.

SUBCONTRACTOR	COMPANY NAME	REFERENCES
Asphalt	D & W Paving	1) City of Daytona Beach 2) City of Ormond Beach 3) City of Holly Hill
		1) 2) 3)
		1) 2) 3)
		1) 2) 3)

END OF SECTION

Attachment: Exhibit C - Danus Utilities Bid (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

SECTION 00 33 10
LISTING OF PREVIOUS EXPERIENCE

The bidder proposes that he/she is qualified to perform the referenced work and has successfully done so on recent projects similar in nature and size. A minimum of three (3) projects must be listed below. The Owner reserves the right to check references and confirm information provided herein.

NO.	PROJECT	OWNER	DESCRIPTION/COST	REFERENCE	DATE WORK STARTED & FINISHED MM/YR TO MM/YR
1	Lift Station A	City of Temple Terrace	This project included the rehabilitation of Lift Station SA with the installation of a new wet well (precast well and top slab), 3 new submersible pumps, all piping (12" and 24") associated with the lift station (header piping, valve vault piping and appurtenances). The inside of the receiving gravity manhole is to be rehabilitated/re-coated. Demo of previous lift station building as well as restoration of the lot. $1,979,790.80	Mike Semego Kimley-Horn Eng. 727-498-3633 Mike.Semago@kimley-horn.com	12/2021 - 4/2022
2	St Johns County Lift Stations Rehabilitation. - The work consisted of the Mayo Clinic (PS 114), Corpus Christi (PS 115), and I-95 Rest Area (Mile Marker 302) North Bound (PS 118) Lift Station Upgrades project.	St Johns County	Work included bypass pumping, demolition, relining existing wet wells and influent manholes, new wet well tops and hatches, new submersible pumps, new force main piping, valves, and appurtenances and connection to existing force main, electrical and instrumentation, coordination with FPL, fencing, site work, and permitting per all applicable St. Johns County Utility Department (SJCUD) standards and as provided in the Contract documents. $1,057,610.98	Teri Pinson, P.E. - (904) 209-2604 tpinson@sjcfl.us	10/2020 - 4/2021
3	Seminola Master Lift Station	City of Casselberry	Consists of the rehabilitation and replacement of equipment, materials, and/or structures at the Seminola Master Lift Station, including installation of a new concrete wet well; rehabilitation of the existing wet well to an influent manhole; installation of new submersible pumps, piping and fittings, control panel, electrical wiring, concrete and asphalt driveway, and emergency generator and fuel tank; and restoration of the site. $1,203,442.56	Stefano Ceriana CHA Engineering (407) 679-5358	9/2020 - 5/2021

END OF SECTION

Attachment: Exhibit C - Danus Utilities Bid (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

SECTION 00 41 00
BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, N/A as Principal and _____ of the City of _____ State of _____, a corporation existing under the laws of the State of Florida, as Surety, are held and firmly bound unto the _____ hereinafter called the Owner, in the sum of _____ Dollars ($_____) lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

The condition of this obligation is such that whereas the Principal has submitted the accompanying Proposal or Bid, for the construction of:

LIFT STATION 11 PIPING IMPROVEMENTS

NOW, THEREFORE, if the Principal shall not withdraw said Bid within ninety (90) days after the opening of the same and in the event of the acceptance of his proposal by the Owner, shall, within the period specified therefore, enter into a written contract with the Owner in accordance with the Bid as accepted, and give bond with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such contract, or in the event of the withdrawal of said Bid within the period specified, of the failure to enter into such contract and give bonds within the time specified, if the Principal shall pay the Owner the difference between the amount specified in said Bid and the amount for which the Owner may procure the required work, if the latter amount be in excess of the former, then the above obligation shall be void and of no effect, otherwise to remain in full force and virtue.

Attachment: Exhibit C - Danus Utilities Bid (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their several seals this _____ day of _____, 20__, the name and corporate seal of each corporate body being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

IN PRESENCE OF:

_____ _____(Seal)

_____ _____(Seal)

_____ _____(Seal)

Individual or Partner

Witness

_____

_____

Address

_____

Corporate Principal

ATTEST:

_____ _____

President AFFIX
CORPORATE SEAL

_____

_____

Address

By_____

AFFIX
CORPORATE SEAL

_____

Corporate Surety

ATTEST:

_____ _____

Title

END OF SECTION

Attachment: Exhibit C - Danus Utilities Bid (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

SECTION 00 47 00

SWORN STATEMENT UNDER SECTION 287.133(3)(a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES:

This sworn statement is submitted with Bid, Proposal **or** Contract No. 21-WW-04 for City of Holly Hill.

This sworn statement is submitted by Danus Utilities, Inc. whose business address is 2320 Beardall Ave, Sanford, FL 32771 and (if applicable) its Federal Employer Identification Number (FEIN) is 27-0404772. (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: ----------.)

My name is Daniel J Pardus any my relationship to the entity named above is President.

I understand that a "public entity crime" as defined in Paragraph 287.133(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.

I understand that "convicted" or "conviction" as defined in Paragraph 287.133(i)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contenders.

I understand that an "affiliate" as defined in Paragraph **287.133(l)(a),** Florida Statutes, means:

1. A predecessor or successor of a person convicted of a public entity crime: or

2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie that one person controls another person. A person who knowingly enters into a joint venture with a

Attachment: Exhibit C - Danus Utilities Bid (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

I understand that a "person" as defined in Paragraph 287.133(i)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies).

X Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (Please indicate which additional statement applies.)

____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order).

Attachment: Exhibit C - Danus Utilities Bid (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

(Signature) _____ Date: 7/19/2022

State of Florida County of Seminole

PERSONALLY APPEARED BEFORE ME, the undersigned authority, Daniel J Pardus who, after first being sworn by me, affixed his/her signature in the space provided above on this 19 day of July, 2022.

_____
Notary Public

ROBERT H. BROWN
MY COMMISSION EXPIRES
OCTOBER 23, 2025
#H 145062
Bonded thru
Notary Public Underwriters
NOTARY PUBLIC, STATE OF FLORIDA

My Commission Expires: October 23, 2025

Attachment: Exhibit C - Danus Utilities Bid (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

SECTION 00 48 00
ANTI-COLLUSION STATEMENT

By signing this form, the bidder agrees that this is made without any other understanding, agreement, or connection with any person, corporation, or firm submitting a proposal for the same purpose and that the proposal is in all respects fair and without collusion or fraud.

SIGN in ink in the space provided below. Unsigned bids will be considered incomplete, and will be disqualified, and rejected.

IT IS AGREED BY THE UNDERSIGNED BIDDER THAT THE SIGNING AND DELIVERY OF THE BID REPRESENTS THE BIDDER'S ACCEPTANCE OF THE TERMS AND CONDITIONS OF THE FORGOING SPECIFICATIONS, CONTRACT AND PROVISIONS, AND IF AWARDED, THIS CONTRACT WILL REPRESENT THE AGREEMENT BETWEEN EACH OF THE GOVERNMENTAL PARTIES.

NAME OF FIRM: Danus Utilities, Inc.

SIGNED BY: _____
(MUST BE SIGNED BY A COMPANY OFFICER OR AUTHORIZED AGENT)

TITLE: President

ADDRESS: 2320 Beardall Ave

CITY AND STATE: Sanford, FL 32771

TELEPHONE: 386-804-0068

COMPLETION TIME: 60/90 Days

NO proposals will be withdrawn for a period of ninety (90) days subsequent to the opening of the proposals, without the consent of the City of Holly Hill.

NO BID (REASON) N/A

END OF SECTION

Attachment: Exhibit C - Danus Utilities Bid (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

Attachment: Exhibit C - Danus Utilities Bid (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

SECTION 00 48 50
DRUG FREE/TIE PREFERENCE STATEMENT

In the event of a tie bid a preference is given to vendors submitting a certification with their bid/proposal certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. This requirement affects all public entities of the State and becomes effective January 1, 1991. The special conditions are as follow:

IDENTICAL TIE BIDS - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction or, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfaction 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 this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

VENDOR'S SIGNATURE

END OF SECTION

SECTION 00 48 60

COMPLIANCE WITH THE PUBLIC RECORDS LAW

Project Number: ITB # 21-WW-04

Upon award recommendation or ten (10) days after opening, submittals 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. The submission of a proposal authorizes release of your firm's credit data to the CITY.

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 in a separate envelope marked accordingly.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT

Valerie Manning, City Clerk
386-248-9441
vmanning@hollyhillfl.org
1065 Ridgewood Ave
Holly Hill, FL 32117

A provision that requires the contractor to comply with public records laws, specifically to:

1. Keep and maintain public records required by the public agency to perform the service.
2. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

By submitting a response to this solicitation, the company agrees to defend the CITY in the event we are forced to litigate the public records status of the company's documents.

Company Name: Danus Utilities, Inc.

Authorized representative (printed): Daniel J Pardus

Authorized representative (signature): _____

Date: July 19, 2022

END OF SECTION

Attachment: Exhibit C - Danus Utilities Bid (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

Form **W-9**
(Rev. October 2007)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

Print or type See Specific Instructions on page 2.

Name (as shown on your income tax return)
Danus Utilities, Inc.

Business name, if different from above

Check appropriate box: ☐ Individual/Sole proprietor ☒ Corporation ☐ Partnership
☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶
☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)
2320 Beardall Ave

Requester's name and address (optional)
City of Holly Hill

City, state, and ZIP code
Sanford, FL 32771

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 your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

or

Employer identification number
27 0404772

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).

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 on page 4.

Sign Here Signature of U.S. person ▶ [signature] Date ▶ 7/19/2022

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

Attachment: Exhibit C - Danus Utilities Bid (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

SECTION 00 48 80

Affidavit of E-Verify Requirements Compliance

ITB 21-WW-04 Lift Station 11 Piping Improvements

The Consultant/Contractor agrees to comply with Section 448.093, Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 448.093, Florida Statutes.

1. The Consultant/Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Consultant/Contractor during the term of the Agreement and shall expressly require any subcontractors performing work or providing services pursuant to the Agreement to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subconsultant/subcontractor during the Agreement term.

2. That the Consultant/Contractor understands and agrees that its failure to comply with the verification requirements as set forth herein or its failure to ensure that all employees and subconsultant/subcontractors performing work under this Agreement are legally authorized to work in the United States and the State of Florida constitute a breach of this Agreement for which the City may immediately terminate the Agreement without notice and without penalty. The Consultant/Contractor further understands and agrees that in the event of such termination, the Consultant/Contractor shall be liable to the City for any costs incurred by the City as a result of the Consultant's/Contractor's breach

Consultant/Contractor shall execute and return the Affidavit of E-Verify Requirements Compliance to City. IN WITNESS WHEREOF, the parties have made and executed this Agreement for the purposes stated above.

Danus Utilities, Inc.
2320 Beardall Ave, Sanford, FL 32771
Consultant/Contractor Name and Address

Signature

Daniel J Pardus - President

Name and Title

Attachment: Exhibit C - Danus Utilities Bid (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

SECTION 00 49 00
TRENCH SAFETY AFFIDAVIT

Trench excavations on this Project are expected to be in excess of 5 feet deep. The Occupational Safety and Health Administration excavation safety standards, 29 CFR 1926.650 Subpart P trench safety standards will be in effect during the period of construction of the Project.

Bidder acknowledges that included in the Bid Price are costs for complying with the Florida Trench Safety Act (90-096, Laws of FL) effective October 1, 1990, and hereby gives assurance that, if awarded the Contract, the Contractor or Subcontractor performing trench excavation work on the Project will comply with the applicable trench safety standards. The Bidder further identifies the costs as follows:

Trench Safety Item (Description)	Cost
Trench Box	$1,000.00
Trench Shoring	$1,000.00

Two Thousand and 00/100 Dollars
(Cost in Words)

TOTAL $ 2,000.00

FAILURE TO COMPLETE THE ABOVE SHALL RESULT IN THE BID BEING DECLARED NON-RESPONSIVE

COMPANY NAME: Danus Utilities, Inc.

DATE: 7/19/2022 BY: Daniel J Pardus - President

(Additional sheets shall be attached, as needed and, items shall be organized to correspond with the bid format)

Attachment: Exhibit C - Danus Utilities Bid (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

SECTION 00 62 00
CERTIFICATE AS TO CORPORATE PRINCIPAL

I, Alice M Pardus, certify that I am the Secretary of the corporation named as Principal in the within Bid Bond; that Daniel J Pardus who signed the said Bid Bond on behalf of the Principal was then President of said corporation; that I know his signature, and his signature thereto is genuine; and that said Bid Bond was duly signed, sealed and attested for in behalf of said corporation by authority of its governing body.

Alice M Pardus - Secretary

AFFIX CORPORATE SEAL

END OF SECTION

Attachment: Exhibit C - Danus Utilities Bid (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/15/2022

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
Caton-Hosey Insurance
3731 Nova Rd.
Port Orange FL 32129

CONTACT NAME: Melissa Adrian, CPSR
PHONE (A/C, No, Ext): (386) 767-3161 **FAX (A/C, No):** (386) 760-1770
E-MAIL ADDRESS: melissa@catonhosey.com

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	National Builders (Vinings)	16632
INSURER B :	Auto-Owners Ins	18988
INSURER C :	Travelers Property & Casualty Company	36161
INSURER D :	Federal Insurance Company	20281
INSURER E :		
INSURER F :		

INSURED
Danus Utilities, Inc
4133 Saddle Club Dr
New Smyrna Beach FL 32168

COVERAGES **CERTIFICATE NUMBER:** CL2261528605 **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 [X] Contractual Liability [X] XCU Included GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [X] LOC [ ] OTHER:			PKG-0197186-04	07/02/2022	07/02/2023	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 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
B	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			4806741403	07/02/2022	07/02/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) PIP-Basic	$ 1,000,000 $ $ $ $ 10,000
C	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000			CUP-2S131915-22-NF	07/02/2022	07/02/2023	EACH OCCURRENCE AGGREGATE [ ]	$ 4,000,000 $ 4,000,000 $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WCV 0264441 06	07/02/2022	07/02/2023	[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
D	Rented & Leased Equipment			45471710	06/24/2022	06/24/2023	Limit Deductible	$350,000 $1,000

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

CERTIFICATE HOLDER

Proof of Coverage

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

© 1988-2015 ACORD CORPORATION. All rights reserved

Attachment: Exhibit C - Danus Utilities Bid (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve Vault

Attachment: Exhibit D - US Water Services Corp Bid (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve

SECTION 00 30 00
PROPOSAL

FOR

CITY OF HOLLY HILL

LIFT STATION 11 PIPING IMPROVEMENTS

Bid # 21-WW-04

(To be completed in Duplicate)

U.S. Water Services
Bidder's Name: Corporation

Submitted: July 19, 20 22

City of Holly Hill
City Clerk
1065 Ridgewood Avenue
Holly Hill, FL 32117

Gentlemen:

The undersigned, as Bidder, hereby declares that the only person or persons interested in the Proposal, as principal or principals, is or are named herein and that no other persons than herein mentioned has any interest in the Proposal or the Contract to which the work pertains; that this Proposal is made without connection or arrangement with any other person, company, or parties making a bid or proposal and that the Proposal is in all respects fair and made in good faith without collusion or fraud.

The Bidder further declares that he has examined the site of the work and that from personal knowledge and experience, or that he/she has made sufficient test holes and/or other subsurface investigations to fully satisfy self that such site is a correct and suitable one for this work and he/she assumes full responsibility therefore; that he/she is familiar with all legal requirements (Federal, State and local laws, ordinances, rules and regulations) pertaining to the Work; that he/she has examined the Drawings and Specifications for the work and from his/her own experience or from professional advice that the Drawings and Specifications are sufficient for the work to be done and he/she has examined the other Contract Documents and all addenda relating thereto, and that he/she has satisfied himself/herself fully, relative to all matters and conditions with respect to the work to which this Proposal pertains.

The Bidder proposes and agrees, if this Proposal is accepted, to contract with the City of Holly Hill , (Owner) in the form of contract specified, to furnish all necessary materials, equipment, machinery, tools, apparatus, transportation, and labor and to perform all work necessary to complete the Work specified in the Proposal and other Contract Documents.

The Bidder further proposes and agrees to comply in all respects with the time limits for commencement and completion of the Work as stated in the Contract Form.

The Bidder further agrees that the deductions for liquidated damages, as stated in the Contract Form, constitute fixed and agreed liquidated damages to reimburse the Owner for additional costs to the Owner resulting from the Work not being completed within the time limit stated in the Contract Form.

The Bidder further agrees to execute a Contract and furnish satisfactory Performance and Payment Bonds, each in the amount of one-hundred percent of the Contract price, and the required Certificates of Insurance, within ten consecutive calendar days after written notice being given by the Owner of the award of the Contract, and the undersigned agrees that in case of failure on his/her part to execute the said Contract, Performance and Payment Bonds and Insurance Certificates within ten (10) consecutive calendar days after the award of the Contract, the bid guarantee accompanying his/her bid and the money payable thereon shall be paid to the Owner as liquidation of damages sustained by the Owner; otherwise, the bid guarantee shall be returned to the undersigned within fifteen days after the Contract is signed and the Performance and Payment Bonds and Insurance Certificates are filed.

The undersigned agrees to accept as full compensation for completion of the project in full compliance with the Contract Documents, the unit prices for the items named in Section 00 31 00, Schedule of Unit Prices, submitted herein with this Proposal.

The undersigned offers to furnish all materials, equipment and labor for construction of

LIFT STATION 11 PIPING IMPROVEMENTS

for the City of Holly Hill, Florida, complete in every respect in strict accordance with the drawings, specifications and any future changes therein. The Contractor shall perform these obligations for the prices listed in the "Schedule of Unit Prices: Section 00 31 00" attached and made a part of this Bid. **The bid total is:**

one hundred twenty nine thousand two hundred fifty dollars and 00/100
(In Words)

Dollars $ 129,250.00 (In Figures)

COMPLETION TIME OF CONTRACT

The Contractor agrees that the work shall be started not later than the date indicated in the Notice to Proceed and that the total work shall be substantially completed within **60 days** and final completion within **30 days** of substantial completion.

The Contractor further agrees that for each calendar day, with the exception of Sundays and legal holidays that any work shall remain uncompleted after the stations completion times stipulated

Attachment: Exhibit D - US Water Services Corp Bid (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve

above the sum of **$500.00 (Five Hundred Dollars)** per day shall be deducted from monies due the contractor, not as a penalty, but as liquidated damages. If the Contractor is declared in default in accordance with the provisions of the Specifications, liquidated damages shall be charged as provided herein, and such amounts shall be deducted from the final amount payable to the Contractor or his/her Surety. Should the total amount chargeable as liquidated damages exceed the amount due or payable to the Contractor or his/her Surety, then such excess shall be paid to the Owner by the Contractor or his/her Surety.

SUPPLEMENTAL REQUIREMENTS

The following documents are attached to and made a condition of this bid:

Schedule of Unit Prices: Section 00 31 00
Statement of Bidder's Qualifications: Section 00 32 00
Listing of Subcontractors: Section 00 33 00
Listing of Previous Experience: Section 00 33 10
Bid Bond: Section 00 41 00
Public Entity Crimes Statement: Section 00 47 00
Anti-Collusion Statement: Section 00 48 00
Drug Free/Tie Preference Statement: Section 00 48 50
Compliance with the Public Records Law: Section 00 48 60
W9 Request for Taxpayer Identification Number and Certification: Section 00 48 70
Affidavit of E-Verify Requirements Compliance: Section 00 48 80
Trench Safety Affidavit: Section 00 49 00
Certificate as to Corporate Principal: Section 00 62 00
City of Holly Hill Insurance Requirements: Section 00 80 00A

REQUIRED DISCLOSURE

At its sole discretion, the City of Holly Hill, Florida may reject any bidder the City finds to lack, or whose present or former executive employees, officers, directors, stockholders, partners or owners are found by the City to lack honesty, integrity, or moral responsibility. The discretion of the City may be exercised based on the City's own investigation, public records, or any other reliable sources of information. By submitting a bid, bidder recognizes and accepts that the City may reject the bid based upon the exercise of its sole discretion and bidder waives any claim it might have for damages or other relief resulting from the rejection of its bid based on these grounds.

SCHEDULE OF MAJOR MANUFACTURERS AND SUPPLIERS

The equipment manufacturers/suppliers on this project shall be as delineated in the following schedule. Bidders should note that the Owner and Engineer have made rigorous investigations of equipment performance and features, and as a result, Bidders are to note that the contract price for this project shall be based on Base Bid equipment. The Base Bid equipment for this project falls under one of two categories. The first category is equipment that the Owner and Engineer have determined will be supplied by a sole source of supply, for which no substitutions or alternates will be entertained or allowed. Bidder is advised that offering of any alternatives to the sole source supplied equipment will be grounds for rejection of his bid as not responsive. The second category

Attachment: Exhibit D - US Water Services Corp Bid (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve

of equipment includes those items where the Owner and Engineer deem there to be more than one acceptable supplier of the particular item listed. The equipment which falls under these two categories is a shown on the subsequent pages of this Schedule of Major Manufacturers and Suppliers. Bidder is advised that the award of this Contract will be based solely on the use of Base Bid equipment.

The following comments relate only to the second category of equipment, where the Contract Documents are based upon the equipment or products available from the suppliers denoted as A, B, C, etc. below. These equipment manufacturers, along with the sole source suppliers constitute the Base Bid.

Provision is made in the Contract Documents for alternate manufacturers and suppliers whose equipment or product may be deemed equivalent in quality (see General Conditions). However, the Bidder must indicate in his Bid which Base Bid supplier he intends to use for each item of equipment listed by circling one of the listed manufacturers/suppliers. If the Bidder fails to indicate which listed manufacturer/supplier he intends to use if an alternate is rejected, he must use the supplier listed as "A". Also, if the Bidder circles more than one listed supplier, he must use the first supplier circled (unless an alternate is approved).

If the Bidder desires to propose one or more alternate manufacturers/suppliers, he may write in the name of such alternates in the spaces provided on the Alternate Manufactures/Suppliers page following the schedule. He must, nevertheless, also circle one of the listed manufacturers/suppliers because Bidders' Bid price must be based upon this Base Bid list. Wherever an alternate supplier is proposed, the Bidder must insert the amount to be deducted from the Contract Price (either lump sum or unit price) if the alternate supplier is eventually approved. If the proposed alternate supplier is determined "not equivalent" by the Engineer, the Bidder must use the circled supplier.

For any alternate supplier accepted by the Owner, the Contract Price will be reduced by the deductive amount stated in the Bid. However, the Contract Price will not be adjusted for any alternate supplier rejected.

Each proposed alternate will be evaluated in accordance with the General Conditions.

The deductive amount specified for alternate manufacturers/suppliers will not be used in determining the successful Bidder. Alternates will be considered only after award of the contract.

The Contractor shall reimburse the Owner for any costs directly attributable to the change in suppliers, such as additional field trips for the Engineer, additional redesign costs, additional review and inspection costs, etc.

The Owner may request and the Bidder shall supply complete information on proposed alternates prior to the Notice of Award.

Attachment: Exhibit D - US Water Services Corp Bid (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve

SCHEDULE OF MAJOR MANUFACTURERS AND SUPPLIERS

Category I - Sole Source Equipment Items:

N/A

Item No.	Spec. No.	Equipment/Material	Manufacturer or Supplier

Category II - Major Equipment Items:

N/A

Attachment: Exhibit D - US Water Services Corp Bid (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve

ALTERNATE MANUFACTURERS/SUPPLIERS

EQUIPMENT ITEM MATERIAL	SPEC. SECTION	ALTERNATIVE MANUFACTURER / SUPPLIER (LIST ONE ONLY)	DEDUCTIBLE AMOUNT (indicate whether lump sum or unit price) ALTERNATE
1. N/A			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

7/19/2022

Name (signature) Date

Gary Deremer

Name (typed and printed)

President

Title

Attachment: Exhibit D - US Water Services Corp Bid (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve

ACKNOWLEDGMENT OF ADDENDA

Addenda will be issued via email and it is the Bidder's responsibility to confirm that all addenda have been received prior to submitting a bid for the project. Acknowledgment is hereby made of the following Addenda received since issuance of Drawings and Specifications:

Addendum No. _____ Dated: _____
Addendum No. _____ Dated: _____
Addendum No. _____ Dated: _____

Addendum No. _____ Dated:
Addendum No. _____ Dated:
Addendum No. _____ Dated:

Attached hereto is a cashier's check on the _____ Bank of _____ or Bid Bond for the sum of Five Percent of Bid Amount Dollars (5% of Bid Amount), made payable to City of Holly Hill (Owner).

U.S. Water Services Corporation
(Name of Bidder) (Affix Seal)

(Signature of Officer)

Gary Deremer, President
(Title of Officer)

U.S. Water Services Corporation
Name of Bidder

4939 Cross Bayou Blvd.,
Address

New Port Richey FL 34652
City/State/Zip

727 848 8292
Telephone

CGC003307 & CUC1223914
Contractor's Florida License Number

The full names and residences of persons and firms interested in the foregoing bid, as principals, are as follows:

Gary Deremer, President/ CEO - 8625 Seapointe Court, New Port Richey, FL 34668
Cecil Delcher, VP - 11702 Forest Hills Dr., Tampa FL 33612
Edward Mitchell, GM/ Sr. VP - 2337 Highland Woods Dr., Dunedin, FL 34698

END OF SECTION

Attachment: Exhibit D - US Water Services Corp Bid (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve

SECTION 00 31 00
SCHEDULE OF UNIT PRICES

CITY OF HOLLY HILL
LIFT STATION 11 PIPING IMPROVEMENTS
BID# 21-WW-04

ITEM NO.	*DESCRIPTION*	*QTY*	*UNIT*	*UNIT COST*	*TOTAL*
1	Preconstruction Video	1	LS	1,689.00	1,689.00
2	Bypass Pumping	1	LS	9,536.00	9,536.00
3	Complete Valve Vault and Force Main Piping	1	LS	43,166.00	43,166.00
4	Tie-Ins				
	a) Tie-In to Existing Force Main	1	LS	8,793.00	8,793.00
5	DIP Fittings Add or Delete	100	LBS	9.80	980.00
6	Existing Force Main Removal	1	LS	13,635.00	13,635.00
7	Permits and Allowances	1	LS	$1,000.00	1,000.00
8	As-Built Plans	1	LS	8,268.00	8,268.00
9	MOT	1	LS	10,823.00	10,823.00
10	Restoration	1	LS	31,360.00	31,360.00
				BID TOTAL	129,250.00

Submitted by: Gary Deremer, President
Contractor: U.S. Water Services Corporation
Address: 4939 Cross Bayou Blvd., New Port Richey FL 34652
Telephone: 727 848 8292 Fax: 727 849 8860
State of Florida Certified General Contractor or Underground Contractor (Required Information)
Licensee: Gary Deremer / Cecil Delcher License No: CUC1223914
CGC003307

Attachment: Exhibit D - US Water Services Corp Bid (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve

SECTION 00 32 00

STATEMENT OF BIDDER'S QUALIFICATIONS

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The bidder may submit any additional information he desires.

A. Name of bidder.
U.S. Water Services Corporation

B. Permanent main office address.
4939 Cross Bayou Blvd., New Port Richey FL 34652

C. When organized.
April 28, 2003

D. If a corporation, where incorporated.
Florida

E. How many years have you been engaged in the contracting business under your present firm or trade name?
19+

F. Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion.)
Attachment F

G. General character of work performed by your company.
Underground Utility Construction, Rehabilitation and Repair

H.(1) Have you ever failed to complete any work awarded to you? If so, where and why?
No

H.(2) Provide list of any lawsuits or judgments filed by or against your company in the last three years, indicating the nature and outcome.
None

I. Have you ever defaulted on a contract? If so, where and why?
No

J. List the more important projects recently completed by your company, stating the approximate cost for each and the month and year completed.
Attachment J

K. List your major equipment Attachment K.

L. Experience in construction work similar in type to this project.
Attached

M. Background and experience of the principal members of your organization, including the officers.
Attachment M

N. Credit available: $ 7.5MM

O. Give bank reference: Attachment O

P. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the Owner?
Yes

Attachment: Exhibit D - US Water Services Corp Bid (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve

Q. The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the Owner in verification of the recitals comprising this Statement of Bidder's Qualifications.

Dated at 9:00 AM this 19th day of July, 20 22.

U.S. Water Services Corporation
Name of Bidder

By: _____
Title
Gary Deremer, President

State of Florida

County of Pasco

Gary Deremer being duly sworn deposes and says that

he is the President of U.S. Water Services Corporation and that

the answers to the U.S. Water Services Corporation foregoing questions
Name of Organization

and all statements therein contained are true and correct.

Subscribed and sworn to before me this 19th day of July, 2022.

Christina R. Crego
Notary Public

Christina R. Crego
Notary Public (Print or Type)

CHRISTINA R CREGO
Notary Public-State of Florida
Commission # HH 85112
My Commission Expires
January 26, 2025

My commission expires: January 26, 2025

Attachment: Exhibit D - US Water Services Corp Bid (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve

SECTION 00 33 00
LISTING OF SUBCONTRACTORS

The Bidder proposes that the following subcontractors are qualified to perform the referenced work and have successfully done so on recent projects similar in nature and size. Upon approval of subcontractors listed the successful bidder shall not substitute subcontractors without approval from the Engineer. Bidder shall attach additional sheets as necessary.

SUBCONTRACTOR	COMPANY NAME	REFERENCES
N/A		1) 2) 3)
		1) 2) 3)
		1) 2) 3)
		1) 2) 3)

END OF SECTION

Attachment: Exhibit D - US Water Services Corp Bid (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve

Attachment: Exhibit D - US Water Services Corp Bid (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve

SECTION 00 33 10
LISTING OF PREVIOUS EXPERIENCE

The bidder proposes that he/she is qualified to perform the referenced work and has successfully done so on recent projects similar in nature and size. A minimum of three (3) projects must be listed below. The Owner reserves the right to check references and confirm information provided herein.

NO.	PROJECT	OWNER	DESCRIPTION/COST	REFERENCE	DATE WORK STARTED & FINISHED MM/YR TO MM/YR
1	2019 Lift Station Rehabilitation	City of North Port	Rehabilitation of 9 Lift Stations	Jennifer Fehrs 941-240-8008 jfehrs@cityofnorthport.com	05/2020-04/2021
2	Lift Station 815 Rehabilitation	Charlotte County BOCC	Demo & Removal of existing equipment, piping and appurtenances in existing wet well.	Kathy Lindback 941-743-1378 kathy.kindback@charlottecountyfl.gov	06/2019-05/2020
3	Lake Suzy Pumping System LS7 Booster Upg and Booster LS 15	DeSoto County BOCC	Construction of new duplex sewer lift station, and upgrade to existing duplex sewer lift station	Jeannine Tatum 863-491-7500 j.tatum@desotobocc.com	06/2018-07/2019
	Ocean Gate, Atlantic Oaks, and Marsh Creek Lift Station Improvements	St Johns County BOCC	Rehabilitation of three lift stations	Leigh Daniels 904-209-0150 jdaniels@sjcfl.us	09/2017-01/2019
	Refurbishment of Lift Station 106, 112,114, 124, 214 & 304	City of Cape Coral	Refurbishment of 6 lift stations, including rehab of existing wet wells	Kathy Rose 239-574-0831 krose@capecoral.net	10/2016-03/2018

END OF SECTION

SECTION 00 41 00
BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, U. S. Water Services Corporation as Principal and Swiss Re Corporate Solutions America Insurance Corporation of the City of Kansas City State of Missouri, a corporation existing under the laws of the State of Florida, as Surety, are held and firmly bound unto the City of Holly Hill hereinafter called the Owner, in the sum of *** FIVE PERCENT OF AMOUNT BID *** Dollars ($ 5% of Bid) lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

The condition of this obligation is such that whereas the Principal has submitted the accompanying Proposal or Bid, for the construction of:

LIFT STATION 11 PIPING IMPROVEMENTS

NOW, THEREFORE, if the Principal shall not withdraw said Bid within ninety (90) days after the opening of the same and in the event of the acceptance of his proposal by the Owner, shall, within the period specified therefore, enter into a written contract with the Owner in accordance with the Bid as accepted, and give bond with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such contract, or in the event of the withdrawal of said Bid within the period specified, of the failure to enter into such contract and give bonds within the time specified, if the Principal shall pay the Owner the difference between the amount specified in said Bid and the amount for which the Owner may procure the required work, if the latter amount be in excess of the former, then the above obligation shall be void and of no effect, otherwise to remain in full force and virtue.

Attachment: Exhibit D - US Water Services Corp Bid (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their several seals this 19th day of July, 2022 the name and corporate seal of each corporate body being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

IN PRESENCE OF:

_____ (Seal)

_____ _____ (Seal)

_____ _____ (Seal)
Individual or Partner

Witness

_____

_____
Address

U. S. Water Services Corporation
Corporate Principal

ATTEST:
Edward Mitchell, Secretary

_____
President AFFIX CORPORATE SEAL

4939 Cross Bayou Blvd.

New Port Richey, FL 34652
Address

By_____
AFFIX
CORPORATE SEAL

Swiss Re Corporate Solutions America Insurance Corporation
Corporate Surety

ATTEST:
Witness

_____
Allyson Foss Wing Title Attorney-in-Fact & FL Licensed Resident Agent

END OF SECTION

Inquiries: (407) 834-0022

Attachment: Exhibit D - US Water Services Corp Bid (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve

SWISS RE CORPORATE SOLUTIONS

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION F/K/A NORTH AMERICAN SPECIALTY INSURANCE COMPANY ("SRCSAIC")
SWISS RE CORPORATE SOLUTIONS PREMIER INSURANCE CORPORATION F/K/A WASHINGTON INTERNATIONAL INSURANCE COMPANY ("SRCSPIC")
WESTPORT INSURANCE CORPORATION ("WIC")

GENERAL POWER OF ATTORNEY

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

J.W. GUIGNARD, BRYCE R. GUIGNARD, PAUL J. CIAMBRIELLO, APRIL L. LIVELY, JENNIFER L. HINDLEY, MARGIE L. MORRIS, DEBORAH ANN MURRAY, M. GARY FRANCIS, CHRISTINE MORTON, KELLY PHELAN and ALLYSON FOSS WING

JOINTLY or SEVERALLY

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

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

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

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

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

SWISS RE CORPORATE SOLUTIONS AMERICA INS CORP CORPORATE SEAL 1973 MISSOURI

SWISS RE CORPORATE SOLUTIONS PREMIER INS CORP CORPORATE SEAL MISSOURI

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

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

WESTPORT INSURANCE CORPORATION CORPORATE SEAL MISSOURI

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

this 29TH day of APRIL, 2022

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

State of Illinois
County of Cook ss

On this 29TH day of APRIL, 20 22, before me, a Notary Public personally appeared Erik Janssens, Senior Vice President of SRCSAIC and Senior Vice President of SRCSPIC and Senior Vice President of WIC and Gerald Jagrowski, Vice President of SRCSAIC and Vice President of SPCSPIC and Vice President of WIC, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.

YASMIN A. PATEL OFFICIAL SEAL Notary Public, State of Illinois My Commission Expires May 28, 2023

Yasmin A. Patel, Notary

I, Jeffrey Goldberg, the duly elected Senior Vice President and Assistant Secretary of SRCSAIC and SRCSPIC and WIC, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said SRCSAIC and SRCSPIC and WIC, which is still in full force and effect.
IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 19th day of July, 20 22.

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

Attachment: Exhibit D - US Water Services Corp Bid (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve

Attachment: Exhibit D - US Water Services Corp Bid (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve

SECTION 00 47 00

SWORN STATEMENT UNDER SECTION 287.133(3)(a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES:

This sworn statement is submitted with Bid, Proposal **or** Contract No. 21-WW-04 for Lift Station 11 Rehabilitation.

This sworn statement is submitted by U.S. Water Services Corporation whose business address is 4939 Cross Bayou Blvd., New Port Richey FL 34652 and (if applicable) its Federal Employer Identification Number (FEIN) is 20-0008821. (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)

My name is Gary Deremer any my relationship to the entity named above is President.

I understand that a "public entity crime" as defined in Paragraph 287.133(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.

I understand that "convicted" or "conviction" as defined in Paragraph 287.133(i)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contenders.

I understand that an "affiliate" as defined in Paragraph **287.133(l)(a),** Florida Statutes, means:

1. A predecessor or successor of a person convicted of a public entity crime: or

2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie that one person controls another person. A person who knowingly enters into a joint venture with a

person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

I understand that a "person" as defined in Paragraph 287.133(i)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies).

X Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (Please indicate which additional statement applies.)

____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order).

Attachment: Exhibit D - US Water Services Corp Bid (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve

(Signature) _____ Date: 7/19/2022

State of Florida County of Pasco

PERSONALLY APPEARED BEFORE ME, the undersigned authority, Gary Deremer who, after first being sworn by me, affixed his/her signature in the space provided above on this 19th day of July, 2022

CHRISTINA R CREGO
Notary Public-State of Florida
Commission # HH 85112
My Commission Expires
January 26, 2025

Notary Public

My Commission Expires: January 26, 2025

Attachment: Exhibit D - US Water Services Corp Bid (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve

Attachment: Exhibit D - US Water Services Corp Bid (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve

SECTION 00 48 00
ANTI-COLLUSION STATEMENT

By signing this form, the bidder agrees that this is made without any other understanding, agreement, or connection with any person, corporation, or firm submitting a proposal for the same purpose and that the proposal is in all respects fair and without collusion or fraud.

SIGN in ink in the space provided below. Unsigned bids will be considered incomplete, and will be disqualified, and rejected.

IT IS AGREED BY THE UNDERSIGNED BIDDER THAT THE SIGNING AND DELIVERY OF THE BID REPRESENTS THE BIDDER'S ACCEPTANCE OF THE TERMS AND CONDITIONS OF THE FORGOING SPECIFICATIONS, CONTRACT AND PROVISIONS, AND IF AWARDED, THIS CONTRACT WILL REPRESENT THE AGREEMENT BETWEEN EACH OF THE GOVERNMENTAL PARTIES.

NAME OF FIRM: U.S. Water Services Corporation

SIGNED BY: _____
(MUST BE SIGNED BY A COMPANY OFFICER OR AUTHORIZED AGENT)

TITLE: Gary Deremer, President

ADDRESS: 4939 Cross Bayou Blvd.,

CITY AND STATE: New Port Richey FL 34652

TELEPHONE: 727 848 8292

COMPLETION TIME: 60 Days + 30 Days for Final Completion

NO proposals will be withdrawn for a period of ninety (90) days subsequent to the opening of the proposals, without the consent of the City of Holly Hill.

NO BID (REASON) _____

_____

_____

END OF SECTION

Attachment: Exhibit D - US Water Services Corp Bid (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve

SECTION 00 48 50
DRUG FREE/TIE PREFERENCE STATEMENT

In the event of a tie bid a preference is given to vendors submitting a certification with their bid/proposal certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. This requirement affects all public entities of the State and becomes effective January 1, 1991. The special conditions are as follow:

IDENTICAL TIE BIDS - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction or, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfaction 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 this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

VENDOR'S SIGNATURE

Gary Deremer, President

END OF SECTION

SECTION 00 48 60

COMPLIANCE WITH THE PUBLIC RECORDS LAW

Project Number: ITB # 21-WW-04

Upon award recommendation or ten (10) days after opening, submittals 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. The submission of a proposal authorizes release of your firm's credit data to the CITY.

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 in a separate envelope marked accordingly.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT

Valerie Manning, City Clerk
386-248-9441
vmanning@hollyhillfl.org
1065 Ridgewood Ave
Holly Hill, FL 32117

A provision that requires the contractor to comply with public records laws, specifically to:

1. Keep and maintain public records required by the public agency to perform the service.
2. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

By submitting a response to this solicitation, the company agrees to defend the CITY in the event we are forced to litigate the public records status of the company's documents.

Company Name: U.S. Water Services Corporation

Authorized representative (printed): Gary Deremer, President

Authorized representative (signature): _____

Date: 7/19/2022

END OF SECTION

Attachment: Exhibit D - US Water Services Corp Bid (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve

Form **W-9**
(Rev. October 2007)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)
U.S. Water Services Corporation

Business name, if different from above

Check appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership
☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ .....
☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)
4939 Cross Bayou Blvd.,

Requester's name and address (optional)

City, state, and ZIP code
New Port Richey FL 34652

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 your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

or

Employer identification number
20 0008821

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).

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 on page 4.

Sign Here Signature of U.S. person ▶ [signature] Date ▶ 7/19/2022

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

END OF SECTION

Attachment: Exhibit D - US Water Services Corp Bid (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve

SECTION 00 48 80

Affidavit of E-Verify Requirements Compliance

ITB 21-WW-04 Lift Station 11 Piping Improvements

The Consultant/Contractor agrees to comply with Section 448.093, Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 448.093, Florida Statutes.

1. The Consultant/Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Consultant/Contractor during the term of the Agreement and shall expressly require any subcontractors performing work or providing services pursuant to the Agreement to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subconsultant/subcontractor during the Agreement term.

2. That the Consultant/Contractor understands and agrees that its failure to comply with the verification requirements as set forth herein or its failure to ensure that all employees and subconsultant/subcontractors performing work under this Agreement are legally authorized to work in the United States and the State of Florida constitute a breach of this Agreement for which the City may immediately terminate the Agreement without notice and without penalty. The Consultant/Contractor further understands and agrees that in the event of such termination, the Consultant/Contractor shall be liable to the City for any costs incurred by the City as a result of the Consultant's/Contractor's breach

Consultant/Contractor shall execute and return the Affidavit of E-Verify Requirements Compliance to City. IN WITNESS WHEREOF, the parties have made and executed this Agreement for the purposes stated above.

U.S. Water Services Corporation

Consultant/Contractor Name and Address

4939 Cross Bayou Blvd.,
New Port Richey FL 34652

Signature

Gary Deremer, President

Name and Title

Attachment: Exhibit D - US Water Services Corp Bid (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve

Attachment: Exhibit D - US Water Services Corp Bid (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve

SECTION 00 49 00
TRENCH SAFETY AFFIDAVIT

Trench excavations on this Project are expected to be in excess of 5 feet deep. The Occupational Safety and Health Administration excavation safety standards, 29 CFR 1926.650 Subpart P trench safety standards will be in effect during the period of construction of the Project.

Bidder acknowledges that included in the Bid Price are costs for complying with the Florida Trench Safety Act (90-096, Laws of FL) effective October 1, 1990, and hereby gives assurance that, if awarded the Contract, the Contractor or Subcontractor performing trench excavation work on the Project will comply with the applicable trench safety standards. The Bidder further identifies the costs as follows:

Trench Safety Item (Description)	Cost
Standard Trench Box (100 LF x $50.00/LF)	$5,000.00
Shoring (50 SY x $100.00/SY)	$5,000.00

Ten Thousand Dollars
(Cost in Words)

TOTAL $ 10,000.00

FAILURE TO COMPLETE THE ABOVE SHALL RESULT IN THE BID BEING DECLARED NON-RESPONSIVE

COMPANY NAME: U.S. Water Services Corporation

DATE: 7/19/2022 BY: _____
Gary Deremer, President

(Additional sheets shall be attached, as needed and, items shall be organized to correspond with the bid format)

SECTION 00 62 00
CERTIFICATE AS TO CORPORATE PRINCIPAL

I, Edward Mitchell, certify that I am the Secretary of the corporation named as Principal in the within Bid Bond; that Gary Deremer who signed the said Bid Bond on behalf of the Principal was then President of said corporation; that I know his signature, and his signature thereto is genuine; and that said Bid Bond was duly signed, sealed and attested for in behalf of said corporation by authority of its governing body.

AFFIX CORPORATE SEAL

US Water Services Corporation CORPORATE SEAL 2003 FLORIDA

END OF SECTION

Attachment: Exhibit D - US Water Services Corp Bid (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve

SECTION 00 80 00-A

CONTRACTORS STANDARD INSURANCE REQUIREMENTS AND INDEMNIFICATION CLAUSE

I. INSURANCE

A. Prior to commencing work, the Contractor shall provide at his own cost and expense insurance to the City of HOLLY HILL as required below. The insurance companies must be licensed in the State of Florida and be rated by A.M. Best as A: Class X or better. The required insurance shall be evidenced by certificates and/or policies as determined by the City. All policies and certificates of insurance shall be approved by the City prior to inception of any work.

B. It is required that each Certificate of Insurance and/or policy must give 30 days prior written notice of cancellation, non-renewal or adverse change to the City of HOLLY HILL Finance Department by registered mail, return receipt requested. All such notices shall name the Contractor and identify the contract number.

C. The "City of HOLLY HILL," wherever used, shall be defined to include the City itself, elected officials, officers, employees, volunteers, representatives, agents and any affiliates.

D. The "Contractor," wherever used, shall be defined to include the Contractor, any subsidiaries or affiliates, officers, employees, volunteers, representatives, agents, contractors and subcontractors.

E. If at any time any of the required policies shall be or shall become unsatisfactory to the City as to form or substance, or if the insurance company becomes unsatisfactory to the City, the Contractor shall, upon written notice to that effect from the City, promptly obtain a new policy, submit the policy to the City for approval, and submit the Certificate of Insurance, as previously required.

If at any time the Contractor shall fail to furnish and/or maintain the required insurance, this contract may be declared suspended, discontinued or terminated, at the discretion of the City. Failure of the Contractor to take out and/or maintain any of the required insurances shall not relieve the Contractor from any liability under the contract, nor shall the insurance requirements be construed to conflict with or otherwise limit the obligations of the Contractor concerning indemnification.

F. The Contractor is required to provide new Certificates of Insurance to the City at least 20 days prior to the coverage renewal dates. If any of the insurance requirements are not complied with at their renewal dates, the City may at their option, (1) withhold payments to the Contractor until those requirements have been met or, (2) pay the renewal premium and withhold such payments from any monies due the Contractor.

G. In the event of any claims having been filed due to any operation under this contract that are in excess of the insured amounts, the excess amount of such claim, or any portion thereof, may be withheld from payments due the Contractor until such time as the Contractor shall furnish such additional security covering such claims as may be determined by the City of HOLLY HILL

Attachment: Exhibit D - US Water Services Corp Bid (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve

H. The Contractor shall provide the following insurance on forms no more restrictive than the latest edition of those filed by the Insurance Services Office, and name the "City of HOLLY HILL" (as defined in "C" above) as an Insured to the extent of the City's interests.

II. LIABILITY INSURANCE

A. **WORKERS' COMPENSATION - STATUTORY** - in compliance with the Workers' Compensation law of the State of Florida including employers liability coverage of at least $100,000. If any operations are to be undertaken on or about navigable waters, coverage must be included for the U.S. Longshoremen and Harbor Workers Acts and Jones Act.

B. **COMMERCIAL GENERAL LIABILITY** - with minimum limits of:

$2,000,000	General Aggregate
$1,000,000	Products - Completed Operations Aggregate
$1,000,000	Personal and Advertisement Injury
$1,000,000	Each Occurrence
$ 100,000	Fire Damage

C. **BUSINESS AUTOMOBILE LIABILITY** - with minimum limits of $1,000,000 per occurrence combined single limit. This insurance shall include for bodily injury and property damages the following coverage's:

(1) Owned Automobiles

(2) Hired Automobiles

(3) Non-owned Automobiles

(4) Employee Non-ownership

NOTE! The required limits of liability for the above policies may include umbrella insurance with the umbrella policy making up the difference between the policy limits of the underlying policies and the total amount of coverage required. Such Umbrella Liability insurance shall be a "follow form" and be at least as broad as the underlying policies.

III. PROPERTY INSURANCE

When this contract includes construction of and/or additions to above-ground buildings or structures, Builder's Risk and/or Installation Floater policies must be provided as follows:

A. **BUILDER'S RISK** - "All risk" form in the amount of 100% of the completed value of such addition, building or structure to include personal property of others in the care, custody or control of the Contractor, and shall include a flat-premium endorsement.

(1) Maximum Deductible - $5,000 each claim

Attachment: Exhibit D - US Water Services Corp Bid (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve

(2) Certified Copy of the policy must be provided to the City prior to the commencement of work.

(3) Waiver of Occupancy Clause or Warranty - to provide that the Builder's Risk coverage will continue to apply until final acceptance by the City of the building or addition, regardless of any prior occupancy.

(4) Flood Insurance must be provided when buildings or structures are located within an identified special flood hazard area. The Flood Insurance must protect the interest of the City and be in the amount of the total insurable value of such building or structure, or the maximum amount of flood insurance coverage available under the National Flood program, whichever is the lesser.

(5) For additions or repairs of existing buildings or structures, the "Builder's Risk Completed Form" covering the Contractor's interest in improvements, repairs, additions, or alterations to completed buildings, shall be included.

(6) Bridges, Viaducts or similar structures - the "Bridge Builders Risk Form" - "All risk" contract with the flat-premium endorsement should be utilized.

B. **INSTALLATION FLOATER** - when the contract is for the installation of machinery and/or equipment into an existing structure, but does not contemplate construction of or addition to the structure itself.

(1) "All Risk" coverage to include transit and installation.

(2) Amount of Insurance - 100% of installed replacement cost value

(3) Maximum Deductible - $5,000 each claim.

(4) Cessation of Insurance - Coverage is to continue in force until final acceptance by the City.

(5) Certified Copy of the policy must be provided to the City prior to commencement of work.

(6) Flood Insurance - must be provided when machinery or equipment are located within an identified special flood hazard area. The Flood Insurance must protect the interest of the city and be in the amount of the total insurable value of such machinery or equipment.

IV. CERTIFICATE OF INSURANCE CLAUSES

All policies and Certificates of Insurance of the Contractor shall contain the following clauses and agreements:

A. Insurers shall have no right of recovery or subrogation against the City of HOLLY HILL (as defined in "C" above), it being the intention of the parties that the insurance policies so effected shall protect both parties and be primary coverage for any and all losses covered by the above described insurance.

Attachment: Exhibit D - US Water Services Corp Bid (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve

B. The clause "other insurance" in a policy in which the City of HOLLY HILL is named as an Insured shall not apply to the City of HOLLY HILL.

C. The insurance companies issuing the policies shall have no recourse against the City of HOLLY HILL (as defined in "C" above) for payment of any premiums or for assessments under any policy for insurance.

D. The contractor's insurer shall be requested to include a breach of warranty clause to prevent nullification of insurance because the Contractor breaches a condition of the policy.

E. Any and all deductibles in the above described insurance policies shall be assumed by and be for the account of, and at the sole risk of the Contractor.

F. Any loss payable under the Property Insurance, if any, is to be adjusted with and made payable to the City of HOLLY HILL, as their interest may appear.

V. CITY INDEMNIFICATION

The following Indemnification Agreement shall be a provision of this contract and also shall be endorsed onto or attached to the insurance policy and Certificate of Insurance:

"The Contractor agrees to protect, defend and pay on behalf of, and hold the City of HOLLY HILL and its elected officials, officers, employees, volunteers, representatives, agents and affiliates free and harmless from and against all claims for personal or bodily injury or death, or property damage or destruction of tangible property including loss of use thereof, losses, penalties, damages, settlements, costs, charges, professional fees or other expenses of every kind and character in connection with and arising directly or indirectly out of this agreement and/or performance thereof, unless such claims are a result of the City of HOLLY HILL's sole negligence. This indemnification clause includes claims made by the employees and subcontractors of the Contractor against the Owner and the Contractor hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. Nothing contained herein shall be construed as a waiver of any immunity from or a limitation of liability the City may have under the doctrine of sovereign immunity or Chapter 768.28, Fla. Stat. This indemnification provision shall survive the completion of the project and shall be in full force and effect beyond the completion of the project or the termination of this contract.

VI. ENGINEER INDEMNIFICATION

"The Contractor agrees to protect, defend and pay on behalf of, and hold the ENGINEER and its officers, employees, and affiliates free and harmless from and against all claims for personal or bodily injury or death, or property damage or destruction of tangible property including loss of use thereof, losses, penalties, damages, settlements, costs, charges, professional fees or other expenses of every kind and character in connection with and arising directly or indirectly out of this agreement and/or performance thereof, unless such claims are a result of the ENGINEER'S sole negligence. This indemnification clause includes claims made by the employees and subcontractors of the Contractor against the ENGINEER. This indemnification provision shall survive the completion of the project and shall be in full force and effect beyond the completion of the project or the termination of this contract.

The Contractor shall be responsible for such requirements through the date of final acceptance of the project by the City. With regard to the Contractor's indemnification obligation for products

Attachment: Exhibit D - US Water Services Corp Bid (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve

and completed operations, the Contractor shall be responsible for a minimum period of at least one year subsequent to the City's acceptance of the product or completed operation."

VII. The following Insurance Requirement Checklist shall be adhered to in its entirety. The coverage limits and language as indicated on the following checklist shall be reflected on the Contractor's Certificate of Insurance.

VIII. A Waiver of Subrogation shall be provided to the City.

IX. The Contractor' insurance carrier shall submit a letter showing authorization that the company is registered by the State of Florida Department of Insurance

Revised September 2005

Attachment: Exhibit D - US Water Services Corp Bid (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve

CITY OF HOLLY HILL, FLORIDA
INSURANCE REQUIREMENTS CHECKLIST
CITY OF HOLLY HILL, VOLUSIA COUNTY, FLORIDA

Items marked "X" must be provided

			Minimum Limits Required	
X	General Liability			
X		Commercial General Liability	$ 2,000,000	General Aggregate
X		Occurrence Form	$ 1,000,000	Product/Completed Operations Agg.
___		_____	$ 1,000,000	Personal & Advertising Injury
___		_____	$ 1,000,000	Each Occurrence
___		_____	$ 100,000	Fire Damage Pump Stations
X	Automobile Liability			
	Owned, Hired & Non-Owned		$ 1,000,000	Combined Single Limit per Occurrence
X	Worker's Compensation and		Statutory	
	Employer's Liability		$ 100,000	Each Accident
			$ 500,000	Disease - Policy Limit
			$ 100,000	Disease - Each Employee
___	Professional Liability - Errors & Omissions (*To be completed by Bidder)			
	* Deductible: $_____		$_____	Aggregate
	* Claims Made (Y/N):_____		$_____	Each Claim
	*Occurrence (Y/N):			
	*Defense included in Limits (Y/N):			
X	Builder's Risk/Installation Floater (*To be completed by Bidder)			
	* Flood included $_____ Limit		$_____	100% of Completed or Installed Value, All-Risk Form
	* Transportation included $_____ Limit			
	* Storage included $_____ Limit			
	City must be a named insured. Copy of policy will be required.			
___	Other			
	_____		$	
	_____		$	

X The Certificate of Insurance must show "The City of HOLLY HILL, elected officials and employees" and the adjacent property owners as an additional insured.

X Certificates must give to the City of HOLLY HILL 30 days' prior written notice of cancellation, non-renewal, or adverse change.

X Certificates must identify bid number and bid title.

X A Wavier of Subrogation shall be provided to the City

Statement of Bidder:
We understand the requirements requested and agree to comply fully.

Bidder - Authorized Signature
A complete copy of this form with original signature must accompany bid.

Gary Deremer, President

Attachment: Exhibit D - US Water Services Corp Bid (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve

Ron DeSantis, Governor

Halsey Beshears, 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

DELCHER, CECIL R

U S WATER SERVICES CORPORATION
4939 CROSS BAYOU BOULEVARD
NEW PORT RICHEY FL 34652

LICENSE NUMBER: CGC003307

EXPIRATION DATE: AUGUST 31, 2022

Always verify licenses online at MyFloridaLicense.com

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

Halsey Beshears, 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

DEREMER, GARY ANDREW

US WATER SERVICES CORPORATION
4821 US HWY 19 STE 2
NEW PORT RICHEY FL 34652

LICENSE NUMBER: CUC1223914

EXPIRATION DATE: AUGUST 31, 2022

Always verify licenses online at MyFloridaLicense.com

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.

State of Florida
Department of State

I certify from the records of this office that U.S. WATER SERVICES CORPORATION is a corporation organized under the laws of the State of Florida, filed on April 30, 2003, effective April 28, 2003.

The document number of this corporation is P03000047833.

I further certify that said corporation has paid all fees due this office through December 31, 2022, that its most recent annual report/uniform business report was filed on January 24, 2022, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the First day of February, 2022

GREAT SEAL OF THE STATE OF FLORIDA
IN GOD WE TRUST

Secretary of State

Tracking Number: 6540178847CU

To authenticate this certificate,visit the following site,enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication

Attachment: Exhibit D - US Water Services Corp Bid (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve

FLORIDA DEPARTMENT of STATE — DIVISION OF CORPORATIONS

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

Detail by Entity Name

Florida Profit Corporation
U.S. WATER SERVICES CORPORATION

Filing Information

Document Number	P03000047833
FEI/EIN Number	20-0008821
Date Filed	04/30/2003
Effective Date	04/28/2003
State	FL
Status	ACTIVE
Last Event	AMENDED AND RESTATED ARTICLES
Event Date Filed	03/31/2020
Event Effective Date	NONE

Principal Address

4939 CROSS BAYOU BOULEVARD
NEW PORT RICHEY, FL 34652

Changed: 03/31/2004

Mailing Address

4939 CROSS BAYOU BOULEVARD
NEW PORT RICHEY, FL 34652

Changed: 05/09/2005

Registered Agent Name & Address

DEREMER, GARY A
4939 CROSS BAYOU BOULEVARD

Attachment: Exhibit D - US Water Services Corp Bid (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve

NEW PORT RICHEY, FL 34652

Name Changed: 03/31/2020

Address Changed: 03/31/2020

Officer/Director Detail

Name & Address

Title CEO

DEREMER, GARY
4939 CROSS BAYOU BLVD.
NEW PORT RICHEY, FL 34652

Title VP

DELCHER, CECIL
4939 CROSS BAYOU BLVD.
NEW PORT RICHEY, FL 34652

Title VP

AMIOTT, RALPH
4939 CROSS BAYOU BOULEVARD
NEW PORT RICHEY, FL 34652

Title VP

KADER, MOHAMMED
4939 CROSS BAYOU BOULEVARD
NEW PORT RICHEY, FL 34652

Title VP, Secretary

Mitchell, Edward
4939 CROSS BAYOU BOULEVARD
NEW PORT RICHEY, FL 34652

Title CFO

RUPE, KAYCEE
4939 CROSS BAYOU BOULEVARD
NEW PORT RICHEY, FL 34652

Title VP

SALIBA, CHRIS
4939 CROSS BAYOU BOULEVARD

Attachment: Exhibit D - US Water Services Corp Bid (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve

NEW PORT RICHEY, FL 34652

Title VP

RENDELL, WILLIAM TROY
4939 CROSS BAYOU BOULEVARD
NEW PORT RICHEY, FL 34652

Title VP

DUPONT, JEFFREY
4939 CROSS BAYOU BOULEVARD
NEW PORT RICHEY, FL 34652

Title VP

VOSS, AARON
4939 CROSS BAYOU BOULEVARD
NEW PORT RICHEY, FL 34652

Title VP

SMITH, CARL
4939 CROSS BAYOU BOULEVARD
NEW PORT RICHEY, FL 34652

Title SVP

Elias, Dan
4939 CROSS BAYOU BOULEVARD
NEW PORT RICHEY, FL 34652

Title SVP

Jones, Kenneth
4939 CROSS BAYOU BOULEVARD
NEW PORT RICHEY, FL 34652

Title VP

Benderski, Ron
4939 CROSS BAYOU BOULEVARD
NEW PORT RICHEY, FL 34652

Annual Reports

Report Year	Filed Date
2020	01/16/2020
2021	01/20/2021

Attachment: Exhibit D - US Water Services Corp Bid (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve

2022 01/24/2022

Document Images

01/24/2022 -- ANNUAL REPORT	View image in PDF format
01/20/2021 -- ANNUAL REPORT	View image in PDF format
03/31/2020 -- Amended and Restated Articles	View image in PDF format
01/16/2020 -- ANNUAL REPORT	View image in PDF format
09/25/2019 -- Amendment	View image in PDF format
04/04/2019 -- ANNUAL REPORT	View image in PDF format
03/02/2018 -- ANNUAL REPORT	View image in PDF format
04/24/2017 -- ANNUAL REPORT	View image in PDF format
04/15/2016 -- ANNUAL REPORT	View image in PDF format
02/19/2015 -- ANNUAL REPORT	View image in PDF format
02/26/2014 -- ANNUAL REPORT	View image in PDF format
03/18/2013 -- ANNUAL REPORT	View image in PDF format
04/19/2012 -- ANNUAL REPORT	View image in PDF format
04/13/2011 -- ANNUAL REPORT	View image in PDF format
04/02/2010 -- ANNUAL REPORT	View image in PDF format
04/29/2009 -- ANNUAL REPORT	View image in PDF format
03/31/2008 -- ANNUAL REPORT	View image in PDF format
04/30/2007 -- ANNUAL REPORT	View image in PDF format
04/30/2006 -- ANNUAL REPORT	View image in PDF format
05/09/2005 -- ANNUAL REPORT	View image in PDF format
03/31/2004 -- ANNUAL REPORT	View image in PDF format
08/07/2003 -- Amendment	View image in PDF format
06/09/2003 -- Off/Dir Resignation	View image in PDF format
04/30/2003 -- Domestic Profit	View image in PDF format

Previous On List Next On List Return to List

U.S. Water Services Corporation

Search

Events **No Name History**

Attachment: Exhibit D - US Water Services Corp Bid (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve

ATTACHMENT F
WORK CURRENTLY IN PROGRESS

PROJECT NAME	ANTICIPATED DATE OF COMPLETION	CURRENT CONTRACT AMOUNT	OWNER NAME / ADDRESS	OWNER CONTACT / TITLE	OWNER PHONE/ MOBILE/ FAX	OWNER WEBSITE/ EMAIL
PW 2007 Sausalito Force Main Replacement Project	12/2022	$1,456,568.00	City of Casselberry 95 Triplet Lake Drive, Casselberry, Florida 32707	Procurement and Contract Mgmt Div.	407-262-7700 X 1142	procurement@casselberry.org
Berkeley Manor Flow Diversion (Regency Oaks Drive) Lift Station Rehabilitation	12/2022	$737,754.91	Hernando County BOCC 1653 Blaise Drive Brooksville, FL 34601	Brad Smith	(352) 758 4858	BSmith@hernandocounty.us
Hill-N-Dale Water Main Replacement	12/2022	$777,940.00	Hernando County BOCC 1653 Blaise Drive Brooksville, FL 34601	Brad Smith	(352) 758 4858	BSmith@hernandocounty.us
American Beach Water and Sewer District Well and Septic Tank Phase Out Program	01/2024	$7,831,538.00	American Beach Water and Sewer District C/O Nassau County BOCC 96135 Nassau Place, Suite 1 Yulee, FL 32097	Lanaee Gilmore, CPPO, CPPB, Procurement Director	904-530-6040	lgilmore@nassaucountyfl.com; meyerman@nassaucountyfl.com
Herbert & Nova Master Lift Station Rehabilitation	09/2022	$997,536.00	City of Port Orange Finance Department 1000 City Center Circle Port Orange, FL 32129	Joseph Castro, Buyer	P: 386 506 5717; F: 386 506 5711	www.port-orange.org / jcastro@port-orange.org
Lift Station B-03 Rehabilitation	TO BE DETERMINED	$660,554.00	Brevard County Purchasing Services 2725 Judge Fran Jamieson Way, Bldg., C 3rd Floor Suite C-303 Viera, FL 32940	Stephanie Reynolds, Procurement Analyst	(321) 617 7390	stephanie.reynolds@brevardfl.gov

ATTACHMENT J
WORK RECENTLY COMPLETED

PROJECT NAME	DATE WORK COMPLETED	FINAL CONTRACT AMOUNT	OWNER NAME / ADDRESS	OWNER CONTACT / TITLE	OWNER PHONE/ MOBILE/ FAX	OWNER WEBSITE/ EMAIL
Smyrna Dunes Park Lift Station and Septic Abandonment	02/17/22	$196,114.00	County of Volusia Purchasing and Contracts Division 123 West Indiana Avenue, Room 302 Deland, Florida 32720-4608	Inga Fegley, NIGP-CPP, CPPO, CPPB	386 626 6623 / 386 626 6629	ifegley@volusia.org
Quality Drive Lift Station Rehabilitation	08/29/21	$876,394.29	Hernando County BOCC 1653 Blaise Drive Brooksville, FL 34601	Brad Smith	(352) 758 4858	BSmith@hernandocounty.us
2019 Lift Station Rehabilitation	04/30/21	$660,149.36	City of North Port 4970 City Hall Blvd., Suite 337 North Port FL 34286	Jennifer Fehrs, P.E. Engineering	(941) 240 8008 / C (941) 223 4138	jfehrs@cityofnorthport.com
Satellite Lift Station R&R 2018, Group 2	01/19/21	$632,834.19	Manatee County Public Works 1022 26th Avenue East Bradenton FL 34208	Anthony Benitez, Project Engineer II	(941) 704 7450 X 7333	anthony.benitez@mymanatee.org
Lift Station 815 Rehabilitation	05/31/20	$573,376.88	Charlotte County BOCC 18500 Murdock Circle, Suite 344 Port Charlotte FL 33948	Kathy Lindback/ Denise Caruthers	(941) 743 1378 / F (941) 743 1384	kathy.lindback@charlottecountyfl.gov
DeSoto County Lake Suzy Pumping System LS 7 Upgrade & Booster LS 15	07/03/19	$556,353.38	DeSoto County BOCC 201 E Oak Street Arcadia FL 34266	Jeannine Tatum, Utillities Coordinator	(863) 491 7500	J.Tatum@desotobocc.com
Pasco County LS Rehabilitation	02/20/19	$1,029,987.05	FGUA (Florida Governmental Utility Authority) 280 Wekiva Springs Rd., Suite 2070 Longwood FL 32779	Robert Dickson, P.E. CPM/ Dewey David Huff, CPM	(407) 629 6900 / F (407) 629 6963	Rdickson@govmserv.com/ Dhuff@govmserv.com
City of North Port 2017 Lift Station Rehabilitation Project	02/04/19	$974,250.97	City of North Port 4970 City Hall Blvd., Suite 337 North Port FL 34286	Patsy Adkins Interim City Clerk	(941) 429 7064 / F (941) 429 7008	padkins@cityofnorthport.com
Ocean Gate, Atlantic Oaks, and Marsh Creek Lift Station Improvements	01/31/19	$411,104.94	SJC BOCC 500 San Sebastian View St Augustine FL 32084	Leigh Daniels, CPPB Senior Buyer	(904) 209 0150/ F (904) 209 0155	Jdaniels@sjcfl.us
Quail Hollow, Spyglass and Summerhouse Lift Station Improvements	01/31/19	$399,361.25	SJC BOCC 500 San Sebastian View St Augustine FL 32084	Leigh Daniels, CPPB Senior Buyer	(904) 209 0150/ F (904) 209 0155	Jdaniels@sjcfl.us
City of Cape Coral Refurbishment of Lift Station 106, 112, 114, 124, 214 & 304	03/22/18	$1,078,348.67	City of Cape Coral PO Box 150027 Cape Coral FL 33915	Kathy Rose, Contract Specialist	(239) 574 0831 / F (239) 242 3679	Krose@capecoral.net
St Andrew LS Improvements	11/29/17	$217,375.60	SJC BOCC 500 San Sebastian View St Augustine FL 32084	Leigh Daniels, CPPB Senior Buyer	(904) 209 0150/ F (904) 209 0155	Jdaniels@sjcfl.us
Lift Station Rehabilitation Project 2017 Phase 1	08/14/17	$176,389.66	City of North Port 4970 City Hall Blvd., Suite 337 North Port FL 34286	Patsy Adkins Interim City Clerk	(941) 429 7064 / F (941) 429 7008	padkins@cityofnorthport.com
City of Starke Lift Station Upgrades	06/25/17	$452,702.00	City of Starke 209 N Thompson St., (PO Drawer C) Starke FL 32091	Tom Ernharth, City Manager	(904) 964 5027 / F (904) 966 0584	ternharth@cityofstarke.org

ATTACHMENT K

Make Name	VIN Model	Status	Model Year	Asset Type
CHEVROLET	3500 W CRANE	Active	2012	Truck LD
FORD	F-550	Active	2003	Truck LD
FORD	F-550	Active	2012	Truck LD
BOBCAT	SKIDSTEER	Active	2012	Equipment
JOHN DEERE	544D LOADER	Active	1986	Equipment
JOHN DEERE	BACKHOE	Active	1986	Equipment
EQUIPMENT	DITCH WITCH TRENC	Active	1984	Equipment
EQUIPMENT	OBRIEN JET RODDER	Active	2010	Equipment
EQUIPMENT	ONAN PORT GENER	Active	1995	Equipment
EQUIPMENT	TRADEWIND PORT GEN	Active	2013	Equipment
EQUIPMENT	AKSA PORT GENERATOR	Active	2018	Equipment
TRAILER	TRAILER	Active	2007	Trailer
EMERSON	XSPORT ENCL TRL	Active	2004	Trailer
GOODWIN	4IN BYPASS PUMP	Active	2012	Equipment
BOBCAT	331	Active	2008	Equipment
GATOR MADE	EQUIPMENT	Active	2015	Trailer
GOODWIN	BYPASS PUMP	Active	2013	Equipment
TRAILER	FREEDMON 16FT ENCL	Active	2017	Trailer
GOODWIN	BYPASS PUMP	Active	2017	Equipment
GOODWIN	BYPASS PUMP	Active	2017	Equipment

Attachment M

Key Personnel				
Name / Position / Address	**Percentage Owned**	**Date Started with organization**	**Date Started in Construction**	**Prior Positions and Experience in Construction**
Gary Deremer, President/ CEO - 8625 Seapointe Court, New Port Richey, FL 34668	71.35%	04/01/03	01/01/84	Over 36 years direct experience relating to operations, maintenance and rehabilitation of water and wastewater utility systems.
Ralph Amiott, VP - 19104 Harborbridge Ln., Lutz, FL 33558	10.26%	04/01/03	01/01/83	Over 37 years direct experience relating to operations, maintenance and rehabilitation of water and wastewater utility systems.
Cecil Delcher, VP - 11702 Forest Hills Dr., Tampa FL 33612	7.47%	05/09/03		
Mohammed Y. Kader P.E. , VP / Director of Enigneering - 9806 Palazzo St., Seffner, FL 33584		04/01/03	11/01/87	32 years of experience in permitting, design and management of wastewater and stormwater systems in Florida and Georgia.
Edward Mitchell, GM/ Sr. VP - 2337 Highland Woods Dr., Dunedin, FL 34698	2.79%	10/01/13	07/01/86	Maintains corporate margins for 77 million dollar utility company with 450 employees which specializes in water and wastewater operations, engineering, maintenance and construction management. Develop business efficiencies for cost savings; organizational development; primary client management for 400 clients; corporate marketing and media relations.
Tony Perez, Maintenance Supervisor		01/01/13	01/01/08	Oversees scheduling and contract completin. Responsible for management and oversight of 14 employees

Attachment D

U.S. Water Services Corporation

Water and Wastewater Utility Operations, Maintenance, Engineering, Management, Construction

FINANCIAL REFERENCES

Wells Fargo Bank – Commercial Banking Division
Andrew Tyner, Relationship Manager
100 South Ashley Drive, Suite 1000, Tampa, FL 33602
Phone: (813) 225 4318
Email: Andrew.Tyner@wellsfargo.com

TD Bank – Secondary Banking Relationship
Dan Howat, Managing Director
2307 W Kennedy Boulevard, 2nd Floor, Tampa, FL 33609
Phone: (813) 466 4662
Email: Dan.Howat@td.com

Bank of Tampa – Commercial Banking
Jordan Young, Commercial Relationship Manager
601 Bayshore Boulevard, Suite 100, Tampa, FL 33606
Phone: (813) 872 1292
Email: JYoung@bankoftampa.com

Coastal Bay Wealth Management – Corporate Investment & 401K Fund Management
Michael Cox, President
5709 Tidalwave Drive, New Port Richey, FL 34652
Phone: (727) 910 2001
Email: Michael.Cox@raymondjames.com

Guignard Company - Bonding Agent
Gary Francis, Contract Bond Specialist
1904 Boothe Circle, Longwood, FL 32750
Phone: (407) 834 0022
Fax: (407) 260 1767
Email: gary@guignardcompany.com

Gary Deremer, President/CEO

4939 Cross Bayou Boulevard * New Port Richey * Florida * 34652 Tel: 727-848-8292 Fax: 727-848-7701
Toll Free: 866-753-8292

Attachment: Exhibit D - US Water Services Corp Bid (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve

Attachment P

U.S. WATER SERVICES CORPORATION
NEW PORT RICHEY, FLORIDA
REVIEWED FINANCIAL STATEMENTS
YEARS ENDED DECEMBER 31, 2021 AND 2020

Attachment: Exhibit D - US Water Services Corp Bid (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve

CONTENTS

	PAGE
ACCOUNTANT'S REVIEW REPORT	1
FINANCIAL STATEMENTS	
BALANCE SHEETS	2
STATEMENTS OF INCOME	3
STATEMENTS OF RETAINED EARNINGS	4
STATEMENTS OF CASH FLOWS	5 - 6
NOTES TO FINANCIAL STATEMENTS	7 - 19
SUPPLEMENTARY INFORMATION	
SCHEDULES OF GENERAL AND ADMINISTRATIVE EXPENSES	20
FINANCIAL RATIO ANALYSIS	21

Attachment: Exhibit D - US Water Services Corp Bid (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve

Brimmer, Burek & Keelan, LLP

Certified Public Accountants
5601 Mariner Street, Suite 200 • Tampa, Florida 33609
bbkm.com • (813) 282-3400 • Fax (813) 287-8369

Donald T. Keyes, CPA
Kara K. Keyes, CPA
Frank D. Lagor, CPA
Heather R. Kovalsky, CPA
Susan W. Evans, CPA
Cong C. Nguyen, CPA

Members of:
Center for Audit Quality

American Institute of Certified Public Accountants

Florida Institute of Certified Public Accountants

INDEPENDENT ACCOUNTANT'S REVIEW REPORT

To the Board of Directors
U.S. Water Services Corporation
New Port Richey, Florida

We have reviewed the accompanying balance sheet of U.S. Water Services Corporation (S Corporation) as of December 31, 2021 and 2020, and the related statement of income and retained earnings and cash flows for the years then ended, and the related notes to the financial statements. A review includes primarily applying analytical procedures to management's financial data and making inquiries of Company management. A review is substantially less in scope than an audit, the objective of which is the expression of an opinion regarding the financial statements as a whole. Accordingly, we do not express such an opinion.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement whether due to fraud or error.

Accountant's Responsibility

Our responsibility is to conduct the review engagements in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. Those standards require us to perform procedures to obtain limited assurance as a basis for reporting whether we are aware of any material modifications that should be made to the financial statements for them to be in accordance with accounting principles generally accepted in the United States of America. We believe that the results of our procedures provide a reasonable basis for our conclusion.

Accountant's Conclusion

Based on our reviews, we are not aware of any material modifications that should be made to the accompanying financial statements in order for them to be in accordance with accounting principles generally accepted in the United States of America.

Attachment: Exhibit D - US Water Services Corp Bid (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve

Report on Supplementary Information

The supplementary information included on pages 19-20 is presented for purposes of additional analysis and is not a required part of the basic financial statements. The information is the representation of management. We have reviewed the information and, based on our review, we are not aware of any material modifications that should be made to the information in order for it to be in accordance with accounting principles generally accepted in the United States of America. We have not audited the information and, accordingly, do not express an opinion on such information.

BRIMMER, BUREK & KEELAN LLP

Brimmer Burek Keelan LLP

Certified Public Accountants

April 6, 2022

Attachment: Exhibit D - US Water Services Corp Bid (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve

U.S. WATER SERVICES CORPORATION
NEW PORT RICHEY, FLORIDA
BALANCE SHEETS
DECEMBER 31, 2021 AND 2020

ASSETS

	2021	2020
Current Assets		
Cash	$ 300,318	$ 3,593,698
Trading Securities Investments	17,275,222	15,648,245
Account Receivables	15,255,799	11,380,306
Notes Receivable	412,169	5,977
Contract Assets	6,997,302	5,587,618
Prepaid Expenses	1,905,233	1,569,985
Total Current Assets	42,146,043	37,785,829
Property and Equipment - Net	8,340,073	8,137,724
Other assets		
Deposits	26,961	22,409
Notes Receivable	17,061	31,692
Total Other Assets	44,022	54,101
Total Assets	$ 50,530,138	$ 45,977,654

LIABILITIES AND STOCKHOLDERS' EQUITY

Current Liabilities		
Current Portion of Capital Lease Obligation	$ 582,049	$ 332,767
Current Portion of Long-Term Debt	343,915	381,590
Accounts Payable	883,722	683,447
Accrued Expenses	4,800,195	5,040,894
Other Liabilities	299,989	248,242
Contract Liabilities	818,406	544,018
Total Current Liabilities	7,728,276	7,230,958
Long Term Portion of Capital Lease Obligation	1,688,629	1,075,507
Long-Term debt	1,089,746	1,384,042
Total Liabilities	10,506,651	9,690,507
Stockholders' equity		
Common stock ($0.001 par value; authorized and issued - 4000 shares outstanding - 3,539 and 3,588 shares, respectively	4	4
Additional paid-in capital	996	996
Retained earnings	44,786,022	40,418,386
Treasury Stock at Cost	(4,763,535)	(4,132,239)
Total stockholders' equity	40,023,487	36,287,147
Total liabilities and stockholders' equity	$ 50,530,138	$ 45,977,654

Please read accountant's review report and accompanying notes.

Attachment: Exhibit D - US Water Services Corp Bid (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve

U.S. WATER SERVICES CORPORATION
NEW PORT RICHEY, FLORIDA
STATEMENTS OF INCOME AND RETAINED EARNINGS
FOR THE YEARS ENDED DECEMBER 31, 2021 AND 2020

	2021	Percentage of Revenue	2020	Percentage of Revenue
Revenues	$ 103,526,981	100.0%	$ 93,573,734	100.0%
Cost of Revenues				
Bonds and Permits	226,333	0.2%	210,514	0.2%
Direct Materials	25,942,341	25.1%	23,931,683	25.6%
Equipment Rental	391,856	0.4%	243,288	0.3%
Repair and Maintenance	2,851,107	2.8%	1,974,962	2.1%
Direct Labor	25,293,222	24.4%	25,975,048	27.8%
Subcontractors	7,535,222	7.3%	5,687,652	6.1%
Other Costs	3,200,833	3.1%	3,018,055	3.2%
	65,440,914	63.2%	61,041,202	65.2%
Gross Profit	38,086,067	36.8%	32,532,532	34.8%
General and Administrative Expenses	21,366,375	20.6%	17,215,404	18.4%
Income (Loss) from Operations	16,719,692	16.2%	15,317,128	16.4%
Other Income (Expense)				
Interest Income	395,054	0.4%	72,483	0.1%
Interest Expense	(88,344)	-0.1%	(82,138)	-0.1%
Gain (Loss) on Disposal of Equipment	156,700	0.2%	43,139	0.0%
Gain (Loss) on investments	1,253,612	1.2%	890,895	1.0%
	1,717,022	1.7%	924,379	1.0%
Net Income	$ 18,436,714	17.8%	$ 16,241,507	17.4%

Please read accountant's review report and accompanying notes.

Attachment: Exhibit D - US Water Services Corp Bid (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve

U.S. WATER SERVICES CORPORATION
NEW PORT RICHEY, FLORIDA
STATEMENTS OF STOCKHOLDERS' EQUITY
DECEMBER 31, 2021 AND 2020

	Common Stock	Treasury Stock	Retained Earnings	Total
Balance at January 1, 2020	$ 1,000	$ (4,167,729)	$ 35,811,879	$ 31,645,150
Net Income	-	-	16,241,507	16,241,507
Sale of Treasury Stock	-	851,763	-	851,763
Repurchase of Treasury Stock	-	(816,273)	-	(816,273)
Distributions To Stockholders	-	-	(11,635,000)	(11,635,000)
Balance at December 31, 2020	1,000	(4,132,239)	40,418,386	36,287,147
Net Income	-	-	18,436,714	18,436,714
Sale of Treasury Stock	-	1,019,786	-	1,019,786
Repurchase of Treasury Stock	-	(1,651,082)	-	(1,651,082)
Distributions To Stockholders	-	-	(14,069,078)	(14,069,078)
Balance at December 31, 2021	$ 1,000	$ (4,763,535)	$ 44,786,022	$ 40,023,487

Please see accountant's review report and accompanying notes.

Attachment: Exhibit D - US Water Services Corp Bid (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve

U.S. WATER SERVICES CORPORATION
NEW PORT RICHEY, FLORIDA
STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED DECEMBER 31, 2021 AND 2020

	2021	2020
CASH FLOWS FROM OPERATING ACTIVITIES:		
Net income (loss)	$ 18,436,714	$ 16,241,507
Adjustments to reconcile net income (loss) to net cash provided (used) by operating activities:		
Depreciation	2,185,366	1,833,673
(Gain) on sale of equipment	(156,700)	(43,139)
(Increase) decrease in:		
Accounts and notes receivable	(4,267,054)	2,240,863
Contract Assets	(1,409,684)	123,396
Prepaid Expenses	(335,248)	(98,428)
Deposits	(4,552)	75,349
Other Assets	-	-
Increase (decrease) in:		
Accounts payable	200,275	328,952
Accrued liabilities	(240,699)	(783,046)
Other liabilities	51,747	28,263
Contract liabilities	274,388	(279,568)
Net cash provided (used) by operating activities	14,734,553	19,667,822
CASH FLOWS FROM INVESTING ACTIVITIES:		
Proceeds on notes receivable	-	-
Proceeds from sale of property and equipment	206,415	547,536
Purchases of property and equipment	(1,215,656)	(2,392,671)
Purchase of Investment Securities - Net	(1,626,977)	(15,648,245)
Net cash provided (used) by investing activities	(2,636,218)	(17,493,380)
CASH FLOWS FROM FINANCING ACTIVITIES:		
Proceeds from capital lease obligation	-	-
Payments on capital lease obligation	(359,370)	(332,773)
Payments on long-term debt	(331,971)	-
Distributions to stockholders	(14,069,078)	(11,635,000)
Sale of treasury stock	1,019,786	851,763
Purchase of treasury stock	(1,651,082)	(816,273)
Net cash provided (used) by financing activities	(15,391,715)	(11,932,283)
Net increase (decrease) in cash and equivalents	(3,293,380)	(9,757,841)
Cash and equivalents, beginning of year	$ 3,593,698	$ 13,351,539
Cash and equivalents, end of year	$ 300,318	$ 3,593,698

Please read accountant's review report and accompanying notes.

Attachment: Exhibit D - US Water Services Corp Bid (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve

U.S. WATER SERVICES CORPORATION
NEW PORT RICHEY, FLORIDA
STATEMENTS OF CASH FLOWS (Continued)
FOR THE YEARS ENDED DECEMBER 31, 2021 AND 2020

SUPPLEMENTAL DISCLOSURES OF CASH FLOW INFORMATION:

	2021	2020
Interest paid	$ 82,138	$ 108

NON-CASH DISCLOSURE ON INVESTING AND FINANCING ACTIVITIES:

Acquisition of equipment and buildings	$ 2,437,430	$ -
Equipment notes payable issued	(1,221,774)	-
Cash paid for property and equipment	$ 1,215,656	$ -

Please read accountant's review report and accompanying notes.

Attachment: Exhibit D - US Water Services Corp Bid (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve

U.S. WATER SERVICES CORPORATION
NEW PORT RICHEY, FLORIDA
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2021 AND 2020

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

This summary of significant accounting policies is presented to assist in understanding the Company's financial statements. These accounting policies conform to accounting principles generally accepted in the United States of America and have been consistently applied in the preparation of the financial statements.

Business Operations

U.S. Water Services Corporation (The Company) is a Florida Corporation established specifically to service water and wastewater utilities. The Company provides utility operations, engineering, plant troubleshooting, design/build services, plant maintenance, rehabilitation, and regulatory compliance management.

Management Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

Cash and Equivalents

The Company considers all highly liquid investments with a maturity of three months or less to be cash equivalents.

The Company from time to time during the year may have bank balances in excess of its insured limits. Management has deemed this as a normal business risk.

Financial Instruments

Financial instruments consist of cash and cash equivalents, accounts receivable, investments, accounts payable and long-term debt. The carrying value of cash, accounts receivable, and accounts payable approximate fair value due to their short-term nature. Investments, if any, are carried at cost which approximates the current market value based on quoted market prices in active markets (Level 1 in the fair value hierarchy). Debt is estimated to approximate fair value based on the discounted present value using current market interest rates.

Reclassification

During the year ended December 31, 2020, the Company reclassified $996 from common stock to additional paid-in capital as the result of the Board approval of the 4 for 1 stock split and the change in par value of common stock from $1 to $0.001 on March 30, 2020.

Attachment: Exhibit D - US Water Services Corp Bid (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Concentrations of Credit Risk

The Company generates contract receivables in the normal course of business. The Company grants credit to customers throughout Florida, Georgia, Illinois, Iowa, Oklahoma and Texas. The Company reserves the right to file statutory liens on all significant projects in which collection problems are anticipated. The liens serve as collateral for contract receivables.

Accounts Receivable

Account receivables are carried net of allowance for doubtful accounts. Account receivables are recognized in the period the Company's right to consideration is unconditional. The allowance for doubtful accounts is increased by provisions charged to expense and reduced by accounts charged off, net of recoveries. The allowance is maintained at a level considered adequate to provide for potential account losses based on management's evaluation of the anticipated impact on the balance of current economic conditions, changes in the character and size of the balance, past and expected future loss experience and other pertinent factors.

Changes to the allowance for doubtful accounts were as follows:

	As of and for the Years Ended December 31,	
	2021	2020
Balance at Beginning of Year	$ 425,691	$ 388,541
Provision for Doubtful Accounts	1,648	(4,946)
Bad Debt Expense (Recoveries)	(172,622)	42,096
Balance at End of Year	$ 254,717	$ 425,691

Property and Equipment

Property and equipment are recorded at cost less accumulated depreciation. Depreciation of property and equipment is provided on straight-line methods over the following estimated useful lives:

	Years
Vehicles	5 - 10
Furniture and Fixtures	1 - 7
Tools and Equipment	3 - 10
Leasehold Improvements	Term of Lease

Attachment: Exhibit D - US Water Services Corp Bid (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Asset Impairment Assessments

The Company reviews long lived assets for impairment whenever events or circumstances indicate that the carrying value of such assets may not be fully recoverable. Impairment is recognized to the extent that the sum of undiscounted estimated future cash flows expected to result from use of the assets is less than carrying value. If impairment is recognized, the carrying value of the impaired asset is reduced to its fair value.

Investment in Joint Venture

Investment in joint venture represents a 50% interest in a joint venture known as "U.S. Water/Wade Trim, LLC". Investment in joint venture is accounted for under the equity method of accounting. The Company's share of losses are not recognized in excess of equity balances. The joint venture was formed to provide services with the award of the joint proposal prepared by both the Company and Wade Trim of Florida, Inc. organizations and pertaining specifically to the FGUA RFP dated 2005. The goal is for both organizations to serve the awarded contracts as the contracts dictate services associated with each organization. At December 31, 2021 and 2020, there was no investment in joint venture recorded as the Company's share of losses exceed equity balances.

Income Taxes

The Company has elected to be taxed as an S Corporation under the provisions of the Internal Revenue Code. Income of the Company is taxable to the stockholders and no provision for income taxes has been made in the financial statements. The Company anticipates making future distributions to the stockholders in amounts at least sufficient to pay taxes on the Company's taxable income.

Advertising

Advertising and marketing costs are charged to operations when incurred and were $22,461 and $141,415 for the years ended December 31, 2021 and 2020, respectively.

Self-Insurance

The Company is partially self-insured for workers' compensation coverage. The workers' compensation liability included in accrued expenses includes an estimate of claims incurred as of the balance sheet date which have not been reported to the Company. Operations are charged with the cost of claims reported and an estimate of the claims incurred but not reported.

Attachment: Exhibit D - US Water Services Corp Bid (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Warranties

The Company provides a warranty covering defects specific to its portion of contracts. Estimated future warranty obligations are provided by charges to operations in the year in which the related revenue is recognized. Warranty costs are accrued based on actual claim experience.

Changes in the warranty reserve are as follows:

	As of and for the Years Ended December 31, 2021	2020
Balance at Beginning of Year	$ 500,000	$ 500,000
Provision for Warranty Losses	401,219	-
Warranty Expenses	-	-
Balance at End of Year	$ 901,219	$ 500,000

NOTE 2 - REVENUE FROM CONTRACTS WITH CUSTOMERS

In May 2014, the FASB issued accounting standards update ("ASU") 2014-09, *Revenue from Contracts with Customers (Topic 606)*, which outlines a single, comprehensive model for accounting for revenue from contracts with customers.

In accordance with ASC 606, the Company recognizes revenue when it transfers promised goods or services to customers in an amount that reflects the consideration to which the Company expects to be entitled in exchange for those goods or services. In determining when and how revenue is recognized from contracts with customers, the Company performs the following five step analysis: (1) identification of contract with customer, (2) determination of performance obligations, (3) measurement of the transactions price, (4) allocation of the transaction price to the performance obligation, and (5) recognition of revenue when or as the Company satisfies each performance obligation.

The Company recognizes revenue using the percentage-of-completion method, based primarily on contract costs incurred to date compared to total estimated contract costs (an input method). The percentage-of-completion cost-to-cost method (cost-to-cost method) is the most representative depiction of the Company's performance because it directly measures the value of the asset transferred to the customer. Subcontractor materials, labor and equipment are included in revenue and cost of revenue when management believes that the Company is acting as a principal rather than as an agent.

Attachment: Exhibit D - US Water Services Corp Bid (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve

NOTE 2 - REVENUE FROM CONTRACTS WITH CUSTOMERS (Continued)

Changes to total estimated contract cost or losses, if any, are recognized in the period in which they are determined as assessed at the contract level. Pre-contract costs are expensed as incurred unless they are expected to be recovered from the customer.

The nature of the Company's contracts gives rise to several types of variable consideration, including pending and unpriced change orders, claims, awards, incentive fees, liquidated damages, and penalties. The Company recognizes revenue for variable consideration when it is probable that a significant reversal in the amount of cumulative revenue recognized will not occur. The Company estimates the amount of revenue to be recognized on variable consideration using the expected value (i.e., the sum of a probability-weighted amount) or the most likely amount method, whichever is expected to better predict the amount.

Due to uncertainties inherent in the estimation process, it is possible that estimates of costs to complete a performance obligation will be revised in the near-term. For those performance obligations for which revenue is recognized using a cost-to-cost input method, changes in total estimated costs, and related progress towards complete satisfaction of the performance obligation, are recognized on a cumulative catch-up basis in the period in which the revisions to the estimates are made. When the current estimate of total costs for a performance obligation indicates a loss, a provision for the entire estimated loss on the unsatisfied performance obligation is made in the period in which the loss becomes evident.

The Company does not adjust the contract price for the effects of a significant financing component if the Company expects, at contract inception, that the period between when the Company transfers a service to a customer and when the customer pays for that service will be one year or less.

Under the typical payment terms of the Company's contracts, amounts are billed as work progresses in accordance with agreed-upon contractual terms at periodic intervals (e.g., biweekly or monthly) and customer payments are typically due within 30 days of billing, depending on the contract.

Revenue by segment

	2021	2020
Revenue by product offerings:		
Utility operations	$ 68,819,651	$ 68,422,545
Maintenance	17,342,512	15,586,469
Service dept & billing	5,905,934	1,197,239
Other revenue	11,458,884	8,367,481
	$ 103,526,981	$ 93,573,734

Attachment: Exhibit D - US Water Services Corp Bid (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve

NOTE 2 - REVENUE FROM CONTRACTS WITH CUSTOMERS (Continued)

Revenue recognition methodology

Over time	$ 18,425,155	$ 25,888,009
At a point in time	85,101,826	67,685,725
	$ 103,526,981	$ 93,573,734

Sales with Related Party Entities

U.S. Water Services Corporation's (USWSC) organic growth strategies is to conduct business with separate entities owned by common shareholders of USWSC. In 2021, USWSC provided services to 33 outside companies all owned by numerous shareholders of USWSC. The majority shareholder is holding majority ownership of all entities. Sales to these entities amounted to approximately $4,349,000 and $3,918,000 for the years ended December 31, 2021, and 2020, respectively. The sales to related entities are included in the gross sales reported in the income statement. Additionally, the Company purchased approximately $800,000 and $391,000 from the related party entities.

Contract Assets and Contract Liabilities

The timing of revenue recognition may differ from the timing of invoicing to customers. Contract assets include unbilled amounts from revenues recognized under the cost-to-cost measure of progress exceed the amounts invoiced to the Company's customers, as the amounts are not currently billable under the terms of our contracts. In addition, many of the Company's time and materials arrangements are billed in arrears pursuant to contract terms that are standard within the industry, resulting in contract assets being recorded, as revenue is recognized in advance of billings. Contract assets are generally classified as current.

Contract liabilities from the Company's long-term construction contracts arise when amounts invoiced to its customers exceed revenues recognized under the cost-to-cost measure of progress. Contract liabilities additionally include advanced payments from the Company's customers on certain contracts. Contract liabilities decrease as the Company recognizes revenue from the satisfaction of the related performance obligation and are recorded as either current or long-term, depending upon when the Company expects to recognize such revenue.

Attachment: Exhibit D - US Water Services Corp Bid (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve

NOTE 2 - REVENUE FROM CONTRACTS WITH CUSTOMERS (Continued)

Contract Assets and Contract Liabilities (Continued)

Contract assets and liabilities consist of the following:

	Years Ended December 31,	
	2021	2020
Costs Incurred on Uncompleted Construction Contracts	$ 16,037,228	$ 33,236,018
Estimated Earnings	2,387,927	4,359,855
	18,425,155	37,595,873
Less Billings to Date	12,246,259	32,552,272
Net contract assets	$ 6,178,896	$ 5,043,601

These amounts are reflected in the financial statements as follows:

	December 31,	
	2021	2020
Contract Assets	$ 6,997,302	$ 5,587,618
Contract Liabilities	(818,406)	(544,018)
	$ 6,178,896	$ 5,043,600

Revenue recognized for the years ended December 31, 2021 and 2020 that was included in the contract liability balance at the beginning of each year was $544,018 and $831,471, respectively.

Transaction Price Allocated to Remaining Unsatisfied Performance Obligations

The transaction price allocated to remaining unsatisfied performance obligations (remaining performance obligation) was approximately $10,846,000 and $9,983,000 at December 31, 2021 and 2020, respectively.

Attachment: Exhibit D - US Water Services Corp Bid (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve

U.S. WATER SERVICES CORPORATION
NEW PORT RICHEY, FLORIDA
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2021 AND 2020

NOTE 3 - CONTRACT RECEIVABLES

Contract receivables consist of the following:

	December 31, 2021	December 31, 2020
Completed Contracts and Contracts in Progress	$ 15,397,879	$ 11,353,703
Retention	112,636	452,294
Allowance for Doubtful Accounts	(254,717)	(425,691)
	$ 15,255,798	$ 11,380,306

NOTE 4 - NOTES RECEIVABLE

The Company has notes receivable from customers and employees who have worked out payment arrangements. These notes receivable have variable interest rates and varying payment terms.

NOTE 5 - PROPERTY AND EQUIPMENT

Property and equipment is summarized as follows:

	2021	2020
Transportation equipment	$ 14,799,782	$ 13,963,878
Warehouse equipment	4,116,723	3,617,865
Leasehold improvements	568,880	508,641
	19,485,385	18,090,384
Less accumulated deprecation	(11,145,312)	(9,952,660)
	$ 8,340,073	$ 8,137,724

Depreciation expense was $2,185,366 and $1,833,673 for the years ended December 31, 2021 and 2020, respectively.

Attachment: Exhibit D - US Water Services Corp Bid (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve

NOTE 6 - LINE OF CREDIT

The Company has a line of credit agreement with a maximum borrowing limit of $7,500,000, due January 2023, and is secured by the Company's assets. Interest is payable monthly at the one-month SOFR plus 1.40%. There is an unused commitment fee of .10%. As of December 31, 2021 and 2020, there were no amounts outstanding on the line of credit. The Company's line of credit is subject to certain financial covenants.

The one-month SOFR rate was 0.05% and 0.07% at December 31, 2021 and 2020, respectively.

NOTE 7 - ACCRUED EXPENSES

Accrued expenses consisted of the following:

	2021	2020
Accrued Expenses	$ 2,506,131	$ 3,175,417
Accrued Vacation Liabilities	732,790	684,554
Payroll and Other Taxes	1,561,477	1,180,923
	$ 4,800,398	$ 5,040,894

NOTE 8 - NOTE PAYABLE

The carrying value of long-term debt approximates its fair value. Long-term debt consisted of the following:

	2021	2020
Notes payable on vehicles	$ 1,433,661	$ 1,765,632
Less current portion of long-term debt	(343,915)	(381,590)
Total long-term debt	$ 1,089,746	$ 1,384,042

Attachment: Exhibit D - US Water Services Corp Bid (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve

U.S. WATER SERVICES CORPORATION
NEW PORT RICHEY, FLORIDA
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2021 AND 2020

NOTE 8 - NOTE PAYABLE (Continued)

The schedule of maturities of long-term debt in future periods is as follows:

2022	$	343,915
2023		354,165
2024		364,664
2025		370,917
2026		-
Total	$	1,433,661

The Company financed vehicles with The Bank of Tampa during 2020. Monthly payments on these installment notes payable are approximately $31,799 in principal and with 2.90% in interest. These notes have maturities extending through the year 2025. The balance at December 31, 2021 and 2020 was $1,433,660 and $1,756,632, respectively. All notes are collateralized by the vehicles.

The Company financed vehicles with TD Bank during 2021. Monthly payments on these installment notes payable are approximately $21,619 in principal and with 2.38% in interest. These notes have maturities extending through the year 2025. The balance at December 31, 2021 and 2020 was $1,221,774 and $-0-, respectively. All notes are collateralized by the vehicles.

NOTE 9 - LEASES

Operating Leases

The Company leases equipment and offices under operating lease agreements which expire through December 2025. Rent expense was $929,443 and $734,009 for the years ended December 31, 2021 and 2020, respectively, including $269,809 and $269,556 to related parties through common ownership for the years ended December 31, 2021 and 2020, respectively.

Attachment: Exhibit D - US Water Services Corp Bid (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve

U.S. WATER SERVICES CORPORATION
NEW PORT RICHEY, FLORIDA
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2021 AND 2020

NOTE 9 - LEASES (Continued)

Total future minimum lease payments are as follows:

Year Ending December 31	Related Party	Third Party	Total
2022	$ 243,128	$ 301,451	$ 544,579
2023	229,724	177,684	407,408
2024	69,260	154,453	223,713
2025	-	152,323	152,323
2026	-	24,790	24,790
	$ 542,112	$ 810,701	$ 1,352,813

Capital Leases

The Company leases vehicles under a capital lease, which expires in December 2025. The economic substance of the lease is the Company is financing the acquisition of the asset through the lease, and accordingly, it is recorded in the Company's assets and liabilities.

Vehicles held under the capital lease at December 31, 2021 is as follows:

Vehicles	$ 3,054,685
Less Accumulated Amortization	859,618
	$ 2,195,067

Amortization expense amounted to $427,967 for the year ended December 31, 2021, and is included in depreciation expense.

Attachment: Exhibit D - US Water Services Corp Bid (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve

U.S. WATER SERVICES CORPORATION
NEW PORT RICHEY, FLORIDA
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2021 AND 2020

NOTE 9 - LEASES (Continued)

Minimum future lease payments under the capital lease as of December 31, 2021 are as follows:

Year Ending December 31	
2022	$ 636,473
2023	636,473
2024	605,053
2025	259,424
2026	259,424
	2,396,847
Less Amount Representing Interest	126,169
Capital Lease Obligation	2,270,678
Less Current Portion of Capital Lease Obligation	582,049
	$ 1,688,629

NOTE 10 - RETIREMENT PLAN

The Company sponsors a retirement plan established under the provisions of Internal Revenue Code Section 401(k) covering substantially all of its full-time employees. The Company matches 50% of each participant's annual contribution up to a maximum of $2,500 per participant. Contributions to the plan were $488,908 and $456,159 for the years ended December 31, 2021 and 2020, respectively.

NOTE 11 - SIGNIFICANT CUSTOMER

The Company derived approximately 44% and 42% of its contract revenues from one customer during the years ended December 31, 2021 and 2020, respectively. The Company had contract receivables of $9,696,800 and $5,704,330 from this customer at December 31, 2021 and 2020, respectively. The net amount of contract assets related to this customer was $3,126,533 and $3,037,989 at December 31, 2021 and 2020, respectively.

Attachment: Exhibit D - US Water Services Corp Bid (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve

U.S. WATER SERVICES CORPORATION
NEW PORT RICHEY, FLORIDA
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2021 AND 2020

NOTE 12 - TREASURY STOCKS

Effective April 1, 2020, the Company repurchased 92 shares of treasury stock from 1 employee for $816,273. Additionally, the Company sold 96 shares of treasury stock to 20 employees for $851,763. The sale of this stock was recorded using the average-cost method.

Effective April 1, 2021, the Company repurchased 136 shares of treasury stock from 2 employees for $1,651,082. Additionally, the Company sold 84 shares of treasury stock to 25 employees for $743,956 and awarded 3 shares as employee bonus. The sale of this stock was recorded using the average-cost method.

NOTE 13 - CONTINGENCIES

The Company, from time to time, is involved in various legal proceedings and claims in the ordinary course of its business. In the opinion of management, the probable resolution of such contingencies will not have a material adverse effect on the financial position or results of operations of the Company.

NOTE 14 - SUBSEQUENT EVENTS

On January 18, 2022, the company acquired Ramboll Americas O&M Solutions, LLC ("RAOMS"), previously owned by Ramboll Group A/S. The purchase price of $14,077,000 exceeded the fair value of the net assets of RAOMS by $11,441,634. RAOMS provides water and wastewater contract operations and maintenance for 24 industrial clients throughout 18 different states. The results of operations of RAOMS will be included with the results of the company from January 18, 2022. Assuming the acquisition had occurred on January 1, 2021, the company's net sales, and net income would have been $128,250,000 and $21,867,000 respectively.

The date to which events occurring after December 31, 2021, the date of the most recent balance sheet, have been evaluated for possible adjustment to the financial statements or disclosure is April 6, 2022, which is the date on which the financial statements were available to be issued.

Attachment: Exhibit D - US Water Services Corp Bid (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve

SUPPLEMENTARY INFORMATION

Attachment: Exhibit D - US Water Services Corp Bid (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve

U.S. WATER SERVICES CORPORATION
NEW PORT RICHEY, FLORIDA
SCHEDULES OF GENERAL AND ADMINISTRATIVE EXPENSES
DECEMBER 31, 2021 AND 2020

	Years Ended December 31,			
	2021		2020	
	Amount	Percentage of Revenue	Amount	Percentage of Revenue
Advertising and Marketing	$ 53,747	0.1%	$ 33,646	0.0%
Automobile Expense	1,961,872	1.9%	2,154,009	2.3%
Bad Debt Expense (Recovery)	(172,622)	-0.2%	42,096	0.0%
Bank Service Charges (Refunds)	4,715	0.0%	(20,345)	0.0%
Contributions	71,187	0.1%	49,073	0.1%
Depreciation and Amortization	2,185,366	2.1%	1,833,673	2.0%
Dues and Subscriptions	57,626	0.1%	57,526	0.1%
Employee Development and Relocation	108,282	0.1%	91,534	0.1%
Equipment Rental	258,061	0.2%	251,951	0.3%
Fuel	1,742,989	1.7%	1,353,149	1.4%
Insurance	5,781,824	5.6%	5,255,102	5.6%
Lodging and Travel	399,734	0.4%	299,536	0.3%
Meals and Entertainment	211,410	0.2%	216,780	0.2%
Office Rent	537,587	0.5%	482,058	0.5%
Office Expense	615,944	0.6%	668,075	0.7%
Payroll Expense	6,157,237	5.9%	3,182,069	3.4%
Penalties and Fines	701	0.0%	118	0.0%
Postage and Delivery	74,334	0.1%	69,700	0.1%
Professional Fees	319,627	0.3%	267,229	0.3%
Repairs and Maintenance	95,403	0.1%	101,792	0.1%
Taxes and Licenses	139,410	0.1%	80,321	0.1%
Telephone and Utilities	624,465	0.6%	620,042	0.7%
Uniforms	137,476	0.1%	126,270	0.1%
	$ 21,366,375	20.6%	$ 17,215,404	18.4%

Attachment: Exhibit D - US Water Services Corp Bid (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve

U.S. WATER SERVICES CORPORATION
NEW PORT RICHEY, FLORIDA
FINANCIAL RATIO ANALYSIS
FOR THE YEARS ENDED DECEMBER 31, 2021 AND 2020

		2021		2020
Debt Service Coverage Ratio	Net Income + Depreciation & Amortization + Interest Expense	$ 20,710,425	20:1	$ 18,157,318
	Interest Expense +Current Maturities of LTD + Current Portion of Capital Lease Obligation	1,014,308		796,498
Minimum Tangible Net Worth	Stockholders' Equity	$ 40,023,487		$ 36,287,147
	Less: Intangible assets	-		-
	Less: Due from Shareholder	-		-
	Less Intercompany AR	-		-
	Tangible Net Worth	$ 40,023,487		$ 36,287,147
Maximum Debt to Tangible Net Worth	Long Term Debt	$ 2,778,375	0.069:1	$ 2,459,549
	Tangible Net Worth	$ 40,023,487		$ 36,287,147
Current Ratio	Current Asset	$ 42,146,043	5.5:1	$ 37,785,829
	Current Liability	$ 7,728,276		$ 7,230,958
Fixed Charge Coverage Ratio	Net Income+Interest Expense+Depreciation & Amortization-Distributions+Contributions	$ 6,641,347	6.55:1	$ 6,522,318
	Interest expense+ Current Maturities of LTD+Current Portion of Capital Lease Obligations	1,014,308		$ 798,498
Asset Coverage Ratio	75% net of Accounts Receivable	$ 11,441,849	4.1:1	$ 8,535,230
	Long Term Debt	$ 2,778,375		$ 2,459,549
Minimum EBITDA	Net Income	$ 18,436,714		$ 16,241,507
	Plus: Interest Expense	88,344		82,138
	Plus: Depreciation & Amortization	2,185,366		1,833,673
	Plus: Taxes	-		-
	EBITDA	$ 20,710,424		$ 18,157,318

Please read accountant's review report.

Packet Pg. 1047
5.3.d
Attachment: Exhibit D - US Water Services Corp Bid (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and Valve

PARKER MYNCHENBERG & ASSOCIATES, INC.

1729 Ridgewood Avenue
Holly Hill, Florida 32117
(386) 677-6891
FAX (386) 677-2114
E-Mail: info@parkermynchenberg.com

July 27, 2022

Mr. Antoine Khoury, P.E
City Engineer/Public Works Director
City of Holly Hill
453 LPGA Blvd
Holly Hill, FL 32117

Via Email: akhoury@hollyhillfl.org

City of Holly Hill
Lift Station #11 Piping Improvements
Award Recommendation

Dear Antoine,

As you are aware, the City received bids for the above-referenced project on July 19, 2022. Three (3) contractors submitted bids of which Cain Enterprises, LLC dba Engineering Solutions International (ESI), of Ocala, submitted the lowest bid of $75,222.50.

We have reviewed ESI's bid package and have found it to be complete and responsive. ESI has completed three (3) projects for the City of Holly Hill which completed successfully, but had issues during construction. We recommend award of this project with the following conditions:

1. ESI commits to staffing the project with a superintendent
2. Construction on-site cannot begin until all parts are delivered
3. Working hours on-site to be a minimum of 8:00 a.m. to 3:00 p.m.
4. Submit equipment list to the City for review/approval prior to construction

Please contact our office if there are any questions.

Sincerely,

Kevin Lee, P.E.

KL/mm

Enclosure: Bid Tabulation

cc: Mr. John Dally, City of Holly Hill – jdally@hollyhillfl.org

Attachment: Exhibit E - Engineer's Award Recommendation (2022-R-69 : Award Recommendation for Lift Station #11 Replacement Piping and

CITY OF HOLLY HILL
LIFT STATIONS #11 PIPING IMPROVEMENTS
BID TABULATION
TUESDAY, JULY 19, 2022

				Cain Enterprises		Danus Utilities		US Water Services	
ITEM NO.	***DESCRIPTION***	***QTY***	***UNIT***	***UNIT COST***	***TOTAL***	***UNIT COST***	***TOTAL***	***UNIT COST***	***TOTAL***
1	Preconstruction Video	1	LS	$1,767.50	$1,767.50	$1,500.00	$1,500.00	$1,689.00	$1,689.00
2	Bypass Pumping	1	LS	$7,351.87	$7,351.87	$8,000.00	$8,000.00	$9,536.00	$9,536.00
3	Complete Valve Vault and Force Main Pipin	1	LS	$38,318.00	$38,318.00	$56,000.00	$56,000.00	$43,166.00	$43,166.00
4	Tie-Ins								
	a) Tie-In to Existing Force Main	1	LS	$4,470.00	$4,470.00	$17,750.00	$17,750.00	$8,793.00	$8,793.00
5	DIP Fittings Add or Delete	100	LBS	$84.95	$8,495.13	$1.00	$100.00	$9.80	$980.00
6	Existing Force Main Removal	1	LS	$3,735.00	$3,735.00	$8,500.00	$8,500.00	$13,635.00	$13,635.00
7	Permits and Allowances	1	LS	$1,000.00	$1,000.00	$1,000.00	$1,000.00	$1,000.00	$1,000.00
8	As-Built Plans	1	LS	$5,145.00	$5,145.00	$6,000.00	$6,000.00	$8,268.00	$8,268.00
9	MOT	1	LS	$2,205.00	$2,205.00	$3,000.00	$3,000.00	$10,823.00	$10,823.00
10	Restoration	1	LS	$2,735.00	$2,735.00	$9,000.00	$9,000.00	$31,360.00	$31,360.00
				TOTAL	**$75,222.50**		**$110,850.00**		**$129,250.00**

HOLLY HILL
FLORIDA

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Resolution

MEETING DATE: **September 12, 2022**
FROM: **Antoine Khoury**
SUBJECT: **A Resolution of the City Commission of the City of Holly Hill, Florida, Authorizing the City Manager to Execute the Memorandum of Agreement with the Florida Department of Transportation for the State Highway Rights-Of-Way Maintenance Agreement; Providing for Severability; and Providing for an Effective Date.**
NUMBER: **2022-R-70**
APPLICANT:
PLANNER:

DISCUSSION:

The City of Holly Hill has an agreement (AS283) with the Florida Department of Transportation (FDOT), whereby the City is reimbursed for Maintenance of highway roadsides within the City. Under this agreement FDOT compensates the City for routine maintenance. This agreement expires October 4, 2022. FDOT has presented the attached memorandum of agreement, Contract #AST42.

FISCAL ANALYSIS:

This quarterly compensation is for work performed by City staff and contractual service providers.

STAFF RECOMMENDATION:

Authorize the City Manager to approve "Memorandum of Agreement," Contract AST42 with the Florida Department of Transportation for State Roads Rights-of-Way Maintenance and authorize the City Manager to execute the same.

COMMISSION GOAL:

Goal #1: Develop and maintain a sound and sustainable financial plan for the city that establishes sufficient reserves for all funds, ensures (whenever possible) that user fees pay for services rendered, provides a realistic capital improvement program, and encourages public/private sector partnerships and intergovernmental partnerships.

Goal #4: Provide proficient public health and safety services in terms of police and fire protection, water, storm water, waste water and solid waste management and disaster preparedness with a focus on intergovernmental collaboration, private sector partnerships, and utilization of technologies and proven innovations.

MOTION:

AUTHORIZE THE CITY MANAGER TO EXECUTE A MEMORANDUM OF AGREEMENT BETWEEN THE CITY OF HOLLY HILL, AND THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR THE MAINTENANCE OF STATE ROAD RIGHTS-OF-WAY BY THE CITY; SETTING FORTH AN EFFECTIVE DATE.

ATTACHMENTS:

- Contract AST42 (PDF)
- Exhibit B (PDF)
- Exhibit C (PDF)

Resolution No. 2022-70

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE THE MEMORANDUM OF AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR THE STATE HIGHWAY RIGHTS-OF-WAY MAINTENANCE AGREEMENT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE THE MEMORANDUM OF AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR THE STATE HIGHWAY RIGHTS-OF-WAY MAINTENANCE AGREEMENT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Holly Hill has an agreement with the Florida Department of Transportation whereby the City is reimbursed for maintenance of highway roadsides and median strips located along US1 and Nova Road. Under this contract the FDOT compensates the City for routine maintenance; and

WHEREAS, this contract expires on October 4, 2022. FDOT has presented the attached contract; and

WHEREAS, Contract AST42 with the Florida Department of Transportation will commence on the effective date of the Notice to Proceed and will continue for a period of three (3) years; and

WHEREAS, the Florida Department of Transportation has requested the City of Holly Hill execute this new memorandum of agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA:

SECTION 1. That the City Manager of the City of Holly Hill is hereby authorized to execute that "Memorandum of Agreement - Highway Maintenance, Contract #AST42," between the City of Holly Hill and Florida Department of Transportation, a copy of which is attached hereto and incorporated herein by reference.

SECTION 2. SEVERABILITY. If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

SECTION 3. EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption.

APPROVED AND AUTHENTICATED on this 12th day of SEPTEMBER, 2022.

FLORIDA DEPARTMENT OF TRANSPORTATION REV. 07/21/2021

HIGHWAY MAINTENANCE MEMORANDUM OF AGREEMENT

Attachment: Contract AST42 (2022-R-70 : Memorandum of Agreement with the Florida Department of Transportation for the State Roads ROA

CONTRACT NO.: AST42

FINANCIAL PROJECT NO.:244912-1-78-03

This AGREEMENT, entered this _____ day of _____, 20____, by and between the Florida Department of Transportation, a component agency of the State of Florida, hereinafter called the **DEPARTMENT** and City of Holly Hill, a municipal corporation duly enacted under the laws of the State of Florida, hereinafter called the **LOCAL GOVERNMENT**.

RECITALS

WHEREAS, as part of the continual updating of the State of Florida Highway System, the **DEPARTMENT,** for the purpose of safety and functionality**,** has constructed roadway, roadside areas, and medians on that part of the State Highway system within the limits of the **LOCAL GOVERNMENT** or adjacent to;

WHEREAS, the **LOCAL GOVERNMENT** acknowledges that there is mutual benefit in effectively maintaining these areas and the **LOCAL GOVERNMENT** is of the opinion that said roadway, roadside areas and median strips shall be attractively maintained;

WHEREAS, the parties hereto mutually recognize the need for entering into an Agreement designating and setting forth the responsibilities of each party;

WHEREAS, the **LOCAL GOVERNMENT**, by Resolution _____ dated the _____day of_____, 20____ attached hereto as **EXHIBIT"A"**, which by reference hereto shall become a part hereof, desires to enter into this Agreement and authorizes its officers to do so.

NOW THEREFORE, for and in consideration of mutual benefits to flow each to each other, the parties covenant and agree as follows:

PROVISIONS

1) The **LOCAL GOVERNMENT** shall be responsible for routine maintenance activities of all roadway features within the **DEPARTMENT's** right of way having limits described in **EXHIBIT "B"**, or subsequent amended limits mutually agreed upon in writing by both parties. For the purpose of this Agreement, the maintenance activities to be performed by the **LOCAL GOVERNMENT** are defined in **EXHIBIT "C"**, or as defined by amended definitions agreed upon in writing by both parties.

2) The **LOCAL GOVERNMENT** shall perform the maintenance activities as described in **EXHIBIT "C"** in accordance with **DEPARTMENT** publications**:**

   a) Maintenance Rating Program (MRP) Handbook, latest edition, which by reference hereto shall become a part hereof. The activities shall be performed in a manner that results in a minimum MRP score of 80.

b) Standard Plans, current edition, which by reference hereto shall become a part hereof.

3) The **LOCAL GOVERNMENT** shall be responsible for monitoring maintenance operations and the maintenance of traffic ("MOT") throughout the term of the Agreement in accordance with the latest edition of FDOT Standard Specifications, Section 102. The **LOCAL GOVERNMENT** is responsible for the development of a MOT plan and making any changes to that plan as necessary. The MOT plan shall be in accordance with the latest version of FDOT Standard Plans, Index 102-600 series.

4) The **DEPARTMENT** may, at its discretion, perform periodic inspections of any or all locations. If it is determined that any of the roadway features defined in **EXHIBIT "C"** are not being maintained as required by this Agreement, the **DEPARTMENT** will issue a notice of such deficiency to the **LOCAL GOVERNMENT's** point of contact by email or certified mail. The **LOCAL GOVERNMENT** shall have thirty (30) days to correct the deficiency (ies) and to notify the **DEPARTMENT** by email or certified mail, that the deficiency (ies) has been corrected. If said deficiency or deficiencies are not corrected within this time period the **DEPARTMENT** may at its option, proceed as follows:

a) Maintain the roadway features declared deficient with the **DEPARTMENT** or **DEPARTMENT** Contractor's material, equipment and personnel. The actual cost for such work will be deducted from payment to the **LOCAL GOVERNMENT**; or
b) Terminate this Agreement in accordance with the provisions of this Agreement.

5) In the event of a Governor Declared Emergency, a natural disaster or significant occurrence (hurricane, tornado, vehicle accident, hazardous waste spills, etc.) the **LOCAL GOVERNMENT** and the **DEPARTMENT** will cooperate and coordinate the use of their respective resources to provide for clean up, removal, and disposal of debris or other substances from the **DEPARTMENT's** right of way described in **EXHIBIT "B"** or any amended limits mutually agreed upon in writing by both parties hereto. The **DEPARTMENT** will not deduct any payment to the **LOCAL GOVERNMENT**, costs for impairment of performance of any activity or part thereof defined in **EXHIBIT "C"**, as a result of such event and the redirection of **LOCAL GOVERNMENT** forces towards fulfillment of the responsibility under this article. This paragraph shall not be interpreted to reduce the **LOCAL GOVERNMENT's** right to compensation or reimbursement from any other sources (i.e.: FEMA) for the debris removal or other activities of the **LOCAL GOVERNMENT** subsequent to a natural disaster or accident.

6) During the term of this Agreement, the **DEPARTMENT** may from time to time engage in transportation projects on the roads covered by this Agreement. Some of these projects may involve the **DEPARTMENT's** construction contractor temporarily assuming maintenance responsibility for the limits of the project. In that event, the **DEPARTMENT** will notify the **LOCAL GOVERNMENT** of the limits of the project and the time frame for that project. During that time and for those limits, the **LOCAL GOVERNMENT** may be released from its obligation to perform maintenance on those roads and the compensation to be paid under this Agreement may be reduced for the duration of the construction project. The reduction in compensation shall be based on the formula used to initially compute the amount of compensation under this Agreement. The **LOCAL GOVERNMENT** will be notified of the amount of the reduction as part of the aforementioned notice.

Attachment: Contract AST42 (2022-R-70 : Memorandum of Agreement with the Florida Department of Transportation for the State Roads ROA

TERM

1) After this Agreement has been executed by the parties, the **DEPARTMENT** will issue a Notice to Proceed to the **LOCAL GOVERNMENT which may be sent by electronic mail at the DEPARTMENT's discretion**. The term of this Agreement commences on the effective date of the Notice to Proceed and will continue for a period of three (3) years from the effective date on the Notice to Proceed. This Agreement may be renewed for a period that may not exceed one three (3) year term.

2) A renewal may be made at the discretion of the **DEPARTMENT** and will be subject to the same terms and conditions set forth in this Agreement. A renewal shall be contingent upon satisfactory performance evaluations by the **DEPARTMENT** and subject to the availability of funds. Renewals must be mutually agreed upon by both parties and in writing and must be executed prior to the expiration date of its preceding term.

3) In the event this Agreement extends beyond the **DEPARTMENT's** current Fiscal year that begins July 1 of each year and ends June 30 of each succeeding year, the **LOCAL GOVERNMENT** and the **DEPARTMENT** mutually agree that the State of Florida's performance and obligation to pay under this contract is contingent upon and annual appropriation by the Legislature. In addition, Section 339.135(6)(a), Florida Statutes, is incorporated by reference, and is set forth herein below as follows:

F.S. "339.135(6)(a)"- The Department, during any Fiscal Year, shall not expend money, incur any liability, or enter into any Contract which, by its terms, involves any expenditure of money in excess of the amounts budgeted as available for expenditure during such Fiscal Year. Any Contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid under such contract. The Department shall require a statement from the Comptroller of the Department that funds are available prior to entering into any such Contract or any other binding commitment of funds. Nothing herein shall prevent the making of Contracts for periods exceeding one (1) year, but any Contract so made shall be executory only for the value of services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all Contracts of the Department which are for an amount in excess of $25,000 and having a term for a period of more than one year.

COMPENSATION

1) The **DEPARTMENT** agrees to pay the **LOCAL GOVERNMENT,** following a Notice to Proceed, compensation for the cost of maintenance as described in the Provisions Section of this Agreement. The payment will be for the amount of $8625.75 per quarter, equating to $34502.00 per year for the duration of the term.

2) Payment shall be made only after receipt of goods and services as provided in Section 215.422, Florida Statutes. Detailed quarterly invoices and any associated documents, including Maintenance Management Systems (MMS) breakdown of all activities, shall be submitted to the **DEPARTMENT's** Project Administrator: Christopher Engels. Delivery shall be effective upon receipt of a proper quarterly invoice and any required associated documents.

   a) Upon receipt, the **DEPARTMENT** has seven (7) working days to inspect and approve the goods and services, unless otherwise specified herein. The **DEPARTMENT** has twenty (20) days to

Attachment: Contract AST42 (2022-R-70 : Memorandum of Agreement with the Florida Department of Transportation for the State Roads ROA

deliver a request for payment (voucher) to the Department of Finance. The twenty (20) days are measured from the latter of the date the invoice is received, at the location stated herein, or the goods and services are received, inspected and approved.

b) Any penalty for delay in payment shall be in accordance with Section 215.422, Florida Statutes. Section 215.422(5), Florida Statutes, provides that all purchasing Agreements between a State agency and a vendor, applicable to this section, shall include a statement of the vendor's rights and the State's responsibilities under this section. The vendor's rights shall include being provided with the name and telephone number of the Vendor Ombudsman within the Department of Financial Services.

c) If payment is not available within forty (40) days, a separate interest penalty as established pursuant to Section 215.422, Florida Statutes, will be due and payable, in addition to the invoice amount, to the **LOCAL GOVERNMENT.** Interest penalties of less than one ($1.00) dollar shall not be enforced unless the **LOCAL GOVERNMENT** requests payment. Invoices, which have been returned to the **LOCAL GOVERNMENT** because of **LOCAL GOVERNMENT** preparation errors, will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is received by the **DEPARTMENT.**

d) A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from the **DEPARTMENT**. The Vendor Ombudsman may be contacted at (850) 413-5516 or by calling the Department of Financial Services Consumer Hotline, 1-800-342-2762.

3) Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.

4) Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request of the **DEPARTMENT** at all times during the period of this Agreement and for three (3) years after final payment is made. Copies of these documents and records shall be furnished to the **DEPARTMENT** upon request. Records of costs incurred include the **LOCAL GOVERNMENT's** general accounting records and project records, together with supporting documents and records of the **LOCAL GOVERNMENT**, all subcontractors performing work, and all other records of the **LOCAL GOVERNMENT** and subcontractors considered necessary by the **DEPARTMENT** for a proper audit of costs.

CONDITIONS FOR TERMINATION

1) This Agreement or any part thereof is subject to termination at the discretion of the **DEPARTMENT** under any of the following conditions:
   a) In the event the Legislature fails to make an annual appropriation to pay for the **LOCAL GOVERNMENT's** services to be performed hereunder.
   b) The **LOCAL GOVERNMENT** has not complied with the provisions of this Agreement as described herein, or has demonstrated a pattern of repeated non-compliance.
   c) The **DEPARTMENT** determines that the Agreement is no longer feasible.

2) Either party may terminate this Agreement in writing with thirty (30) days' notice.

Attachment: Contract AST42 (2022-R-70 : Memorandum of Agreement with the Florida Department of Transportation for the State Roads ROA

NOTICES AND POINTS OF CONTACT

All correspondence regarding this Agreement shall be directed to the following points of contact:

a) For the **DEPARTMENT**:

Title: Project Manager
Name: Christpher Engels
Address: 1650 Kepler Rd, Deland FL. 32724
Telephone: 386-740-3422
Email: christopher.engels@dot.state.fl.us

b) For the **LOCAL GOVERNMENT:**

Title: Public Works Director
Name: Antoine Khoury
Address: 453 LPGA Blvd. Holly Hill, Fl. 32117
Telephone: 386-248-9463
Email: akhoury@hollyhillfl.org

ADDITIONAL PROVISIONS AND LEGAL REQUIREMENTS

1) **LEGAL REQUIREMENTS.** This Agreement is executed and entered into in the State of Florida and will be construed, performed, and enforced in all respects in strict conformity with local, state, and federal laws, rules, and regulations.
   a) If any term or provision of the Agreement is found to be illegal or unenforceable, the remainder of the Agreement will remain in full force and effect and such term or provision will be deemed stricken.
   b) The **LOCAL GOVERNMENT** shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the **LOCAL GOVERNMENT** in conjunction with this Agreement. Failure by the **LOCAL GOVERNMENT** to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by the **DEPARTMENT**.
   c) The **LOCAL GOVERNMENT** and the **DEPARTMENT** agree that the **LOCAL GOVERNMENT**, its employees, contractors, subcontractors, consultants, and sub consultants are not agents of the **DEPARTMENT** as a result of this Agreement.
   d) The **LOCAL GOVERNMENT** shall not cause any liens or encumbrances to attach to any portion of the **DEPARTMENT's** right-of-way.
   e) Nothing herein shall be construed as a waiver of either party's sovereign immunity.

2) **PUBLIC ENTITY CRIME.** The **LOCAL GOVERNMENT** affirms that it is aware of the provisions of Section 287.133(2)(a), Florida Statutes. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or

Attachment: Contract AST42 (2022-R-70 : Memorandum of Agreement with the Florida Department of Transportation for the State Roads ROA

consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty six (36) months from the date of being placed on the convicted vendor list. The **LOCAL GOVERNMENT** agrees that it shall not violate Section 287.133(2)(a), Florida Statutes, and further acknowledges and agrees that any conviction during the term of this Agreement may result in the termination of this Agreement.

3) **UNAUTHORIZED ALIENS.** The **DEPARTMENT** will consider the employment of unauthorized aliens, by any contractor or subcontractor, as described by Section 274A(e) of the Immigration and Nationalization Act, cause for termination of this Agreement.

4) **NON-DISCRIMINATION.** The **LOCAL GOVERNMENT** will not discriminate against any employee employed in the performance of this Agreement, or against any applicant for employment because of age, ethnicity, race, religious belief, disability, national origin, or sex. The **LOCAL GOVERNMENT** shall provide a harassment-free workplace, with any allegation of harassment given priority attention and action by management. The **LOCAL GOVERNMENT** shall insert similar provisions in all contracts and subcontracts for services by this Agreement.

5) **DISCRIMINATORY VENDOR LIST.** The **LOCAL GOVERNMENT** affirms that it is aware of the provisions of Section 287.134(2)(a), Florida Statutes. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity. The **LOCAL GOVERNMENT** further agrees that it shall not violate Section 287.134(2)(a), Florida Statutes, and acknowledges and agrees that placement on the list during the term of this Agreement may result in the termination of this Agreement.

6) **ATTORNEY FEES.** Each Party shall bear its own attorney's fees and costs.

7) **TRAVEL.** There shall be no reimbursement for travel expenses under this Agreement.

8) **PRESERVATION OF REMEDIES.** No delay or omission to exercise any right, power, or remedy accruing to either Party upon breach or default by either Party under this Agreement, will impair any such right, power or remedy of either party; nor will such delay or omission be construed as a waiver of any breach or default or any similar breach or default.

9) **MODIFICATION.** This Agreement may not be modified unless done so in a writing executed by both Parties to this Agreement.

10) **NON-ASSIGNMENT.** The **LOCAL GOVERNMENT** may not assign, sublicense, or otherwise transfer its rights, duties, or obligations under this Agreement without the prior written consent of the **DEPARTMENT**. Any assignment, sublicense, or transfer occurring without the required prior written approval of the **DEPARTMENT** will be null and void. The **DEPARTMENT** will at all times be entitled to assign or transfer its rights, duties, or obligations under this Agreement to another governmental entity in the State of Florida, upon giving prior written notice to the **LOCAL GOVERNMENT**. In the event

Attachment: Contract AST42 (2022-R-70 : Memorandum of Agreement with the Florida Department of Transportation for the State Roads ROA

that the **DEPARTMENT** approves transfer of the **LOCAL GOVERNMENT's** obligations, the **LOCAL GOVERNMENT** remains responsible for all work performed and all expenses incurred in connection with this Agreement.

11) The **LOCAL GOVERNMENT** agrees to include the following indemnification in all contracts with contractors, subcontractors, consultants, and subconsultants, who perform work in connection with this Agreement:

"The contractor / subcontractor / consultant / subconsultant shall indemnify, defend, save and hold harmless the State of Florida, Department of Transportation and all of its officers, agents or employees from all suits, actions, claims, demands, liability of any nature whatsoever arising out of, because of, or due to any negligent act or occurrence of omission or commission of the contractor / subcontractor / consultant / subconsultant, its officers, agents or employees."

12) **BINDING AGREEMENT.** This Agreement is binding upon and inures to the benefit of the Parties and their respective successors and assigns. Nothing in this Agreement is intended to confer any rights, privileges, benefits, obligations, or remedies upon any other person or entity except as expressly provided for in this Agreement.

13) **INTERPRETATION.** No term or provision of this Agreement shall be interpreted for or against any party because that party or that party's legal representative drafted the provision.

14) **ENTIRE AGREEMENT.** This Agreement, together with the attached exhibits and documents made a part by reference, embodies the entire agreement of the Parties. There are no provisions, terms, conditions, or obligations other than those contained in this Agreement. This Agreement supersedes all previous communication, representation, or agreement, either verbal or written, between the Parties. No amendment will be effective unless reduced to writing and signed by an authorized officer of the **LOCAL GOVERNMENT** and the authorized officer of the **DEPARTMENT** or his/her delegate.

15) **DUPLICATE ORIGINALS.** This Agreement may be executed in duplicate originals.

16) **E-VERIFY – the LOCAL GOVERNMENT shall:**

a) utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the **LOCAL GOVERNMENT** during the term of the contract; and

b) expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

The remainder of this page is intentionally left blank

Attachment: Contract AST42 (2022-R-70 : Memorandum of Agreement with the Florida Department of Transportation for the State Roads ROA

17) The Parties agree to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055(5), Florida Statutes.

EXECUTION

IN WITNESS WHEREOF, the parties have caused these presents to be executed the day and year first above written.

LOCAL GOVERNMENT:

By: _____

_____
Printed Name & Title

Attest: _____

_____
Printed Name & Title

Legal Approval: _____

DEPARTMENT:

By: _____

Ron Meade, P.E. District Maintenance Engineer
Printed Name & Title

Attest: _____

Tina Carroll, Administrative Manager
Printed Name & Title

Legal Approval: _____

Attachment: Contract AST42 (2022-R-70 : Memorandum of Agreement with the Florida Department of Transportation for the State Roads ROA

EXHIBIT B

PROJECT LIMITS:

SECTION	S.R.	LOCATION	LENGTH
79190-000	5A	10TH Street to Alabama Ave (MP: 10.640 - 11.949)	1.309
79190-006	5A New Nova Rd	Brentwood Ave to 10th Street (MP: 0.00 - 1.030) 6FT behind guardrail	1.030
79030-000	5	US-1 from Mason Ave to Aragon St. (MP: 1.196 - 3.780)	2.584

Attachment: Exhibit B (2022-R-70 : Memorandum of Agreement with the Florida Department of Transportation for the State Roads ROA Maint)

EXHIBIT C

MAINTENANCE ACTIVITIES:

(Maintenance Activities to be included and part of this Agreement will be checked in the INC. column)

INC.	ACTIVITY	DESCRIPTION
☐	433	**Sodding:** Cutting and placing sod in areas along the roadside associated with reworking non-paved shoulders, slopes, ditches, median islands, utility strips and repairing washouts.
☐	435	**Seeding, Fertilizing and Mulching:** Seeding, fertilizing, and mulching of the roadside.
☐	436	**Reworking Non-Paved Shoulders, Front Slopes, and Roadside Ditches (Mechanical):** Reworking non-paved shoulders, front slopes, roadside ditches and turnouts either by the addition of suitable material and reshaping, or by cutting down built-up areas.
☐	451	**Clean Drainage Structures:** Cleaning storm drains, French drains, manholes, side drains, cross drains, inlets, piped outfalls, box culverts, and other miscellaneous drain structures.
☐	459	**Concrete Sidewalk Repair:** Repair or replacement of existing sections of concrete sidewalk.
☐	461	**Roadside Ditches – Clean and Reshape:** Cleaning and reshaping of ditches other than outfalls.
☒	471	**Large Machine Mowing:** Mowing of roadside areas with large mowers where conditions accommodate the efficient use of 7 foot and larger mowers, alone or in combination.
☒	482	**Slope Mowing:** Grass, brush, and weed cutting along slopes too steep to safely mow or are inaccessible for conventional mowing tractors.
☒	485	**Small Machine Mowing:** Mowing the roadside with small hand or riding mowers have a cutting width of 40 inches or less.
☒	487	**Manual Weed Control**: Brush, weed, and grass cutting 100 mm (4") or less in diameter performed with hand tools.
☒	490	**Fertilizing:** Fertilizing to provide required nutrients to establish and maintain an acceptable roadside turf.
☒	492	**Tree Trimming & Removal:** The trimming of the height and sides of trees and removal of undesirable trees (over 4 inches in diameter or trimming that cannot be done under Activity 487 Weed Control - Manual). To include the chipping and/or removal of all debris from work site.
☐	493	**Landscaped Area Maintenance:** All efforts required for proper maintenance of landscaped areas, including litter removal, mowing, edging, fertilizing, weeding, mulching, etc.
☒	494	**Chemical Grass and Weed Control**: The application (handgun, basal or cut stump) of herbicides to slopes, ditches, fence, guardrail, barrier wall, reinforced earthen walls, sidewalks, bridges, curb and gutter, obstructions, shoulders, and other areas not assessable to mowers. Not to include chemical applications within landscape or mitigation areas.

Attachment: Exhibit C (2022-R-70 : Memorandum of Agreement with the Florida Department of Transportation for the State Roads ROA Maint)

☐	498	**Storm Water Management:** To maintain, to the maximum extent practicable, all surface/storm water management systems to a functioning state as designed and in compliance with the permit conditions and/or applicable rules and regulations.
☐	527	**Fence Repair:** To provide highway safety and deter unauthorized and unrestrained access to highway facilities.
☒	541	**Roadside Litter Removal:** Cleaning roadways and roadsides of debris, such as cans, bottles, paper, Adopt-A-Highway litter. Includes the hauling and disposal of litter. Does not include wayside parks, rest areas and service plaza barrels.
☐	542	**Road Sweeping (Manual):** To remove debris from the roadway where mechanical means are not feasible before a drainage or safety problem is created or before it becomes unsightly.
☒	543	**Road Sweeping (mechanical):** Machine sweeping of roadway to protect the facility from excessive accumulation of debris.
☒	545	**Edging & Sweeping:** Removal of vegetation and debris from the curb, gutter and sidewalk.
☐		
☐		
☐		
☐		
☐		
☐		
☐		
☐		

Attachment: Exhibit C (2022-R-70 : Memorandum of Agreement with the Florida Department of Transportation for the State Roads ROA Maint)

HOLLY HILL
FLORIDA

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Resolution

MEETING DATE: **September 12, 2022**
FROM: **Antoine Khoury**
SUBJECT: **A Resolution of the City of Holly Hill, Florida, Authorizing Piggybacking a Contract with USSI for the Assessment, Evaluation and Prioritization of 577 Sewer Manholes Within the City and Authorize the City Manager to Execute an Agreement for the Purchase of Services; Providing for Severability; and Providing for an Effective Date.**
NUMBER: **2022-R-71**
APPLICANT:
PLANNER:

DISCUSSION:

The City of Holly Hill Water Treatment Plant averages 1.1 to 1.2 million gallons a day while the Waste Water Treatment Plant treats an average 1.86 million gallons per day. During the rainy season the number goes up to about 2 to 2.5 million gallons a day, which is an indication of stormwater infiltration into the wastewater system. Seventy to Seventy-five percent of waste water collection system has been lined but the manholes have not been evaluated. Some of these manholes are built with brick and mortar and are deteriorating by evidence of bricks and mortar pieces showing up in the plant that is causing some damage to plant filters, pumps and debris screens.

The purpose of this request is assess, evaluate and prioritize the 577 sewer manholes in the city based on the conditions of the manholes.

Toho Water Authority has a contract with USSI for assessment, evaluation and prioritizing manholes that staff would like to piggyback. The contract is attached under Exhibit A.

Current City of Holly Hill Purchasing Manual

Policy 2.39 Other Government Entities' Contracts.

> The City may utilize (piggy-back) any other government entity's open contract that have been competitively bid and awarded to the low responsive, responsible bidder meeting the specifications, in accordance with City Purchasing regulations. The City may also piggyback off U.S. General Services Administration, GSA Contracts. When another entity's contracts is the be utilized, a copy of that contract shall be forwarded to the Finance Department for review and evaluation to determine if it meets the City's requirement regarding competitive bidding and award.

Chapter 287, Florida Statutes, grants the authority to piggyback the purchase of goods and services as a form of intergovernmental cooperative purchasing in which a public purchaser requests competitive sealed bids, enters into a contract, and arranges, as part of the contract, for other public purchasing units to purchase from the selected vendor under the same terms and conditions as itself in order to take advantage of the better pricing that large purchasers are able to obtain in order to reduce administrative time and costs involved in the procurement process (i.e., cost of preparing bid specifications, advertising, etc.).

FISCAL ANALYSIS:

The project code for this evaluation is 22WW03 with a budget of $100,000. The cost estimate from USSI exceeds that amount and is attached under Exhibit B. The BAR is attached as Exhibit C and is needed to increase the budget by $15,000 to be able to complete this evaluation at a cost of $113,997.17.

Funds are available in acct # 407-8110-580-63-00

STAFF RECOMMENDATION:

That the City Commission approve the Resolution as submitted by staff.

COMMISSION GOAL:

Goal #1: Develop and maintain a sound and sustainable financial plan for the city that establishes sufficient reserves for all funds, ensures (whenever possible) that user fees pay for services rendered, provides a realistic capital improvement program, and encourages public/private sector partnerships and intergovernmental partnerships.

Goal #2: Enhance City aesthetics through beautification and maintenance of city property and public rights of way, consistent enforcement of zoning and property maintenance codes, and development of reasonable design standards and a corresponding process which is applicable to all new developments and business improvements in the city.

Goal #4: Provide proficient public health and safety services in terms of police and fire protection, water, storm water, waste water and solid waste management and disaster preparedness with a focus on intergovernmental collaboration, private sector partnerships, and utilization of technologies and proven innovations.

MOTION:

APPROVING THE PIGGY-BACK AGREEMENT AND AUTHORIZE THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH USSI FOR THE PURCHASE OF SERVICES TO ASSESS, EVALUATE AND PRIORITIZE 577 SEWER MANHOLES

WITHIN THE CITY.

ATTACHMENTS:

- Exhibit A - Toho Water Auth Contract (PDF)
- Exhibit B - Estimate from USSI 7-20-2022 (PDF)
- Exhibit C - BAR (PDF)

Resolution No. 2022-71

A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING PIGGYBACKING A CONTRACT WITH USSI FOR THE ASSESSMENT, EVALUATION AND PRIORITIZATION OF 577 SEWER MANHOLES WITHIN THE CITY AND AUTHORIZE THE CITY MANAGER TO EXECUTE AN AGREEMENT FOR THE PURCHASE OF SERVICES; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING PIGGYBACKING A CONTRACT WITH USSI FOR THE ASSESSMENT, EVALUATION AND PRIORITIZATION OF 577 SEWER MANHOLES WITHIN THE CITY AND AUTHORIZE THE CITY MANAGER TO EXECUTE AN AGREEMENT FOR THE PURCHASE OF SERVICES; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Staff desires to assess, evaluate and prioritize 577 deteriorating manholes within the City; and

WHEREAS, Chapter 287, Florida Statutes, grants the authority to piggyback the purchase of goods and services as a form inter-governmental cooperative purchasing in which a public purchaser requests competitive sealed bids, enters into a contract, and arranges, as part of the contract, for other public purchasing units to purchase from the selected vendor under the same terms and conditions as itself in order to take advantage of the better pricing that large purchasers are able to obtain in order to reduce administrative time and costs involved in the procurement process (i.e., cost of preparing bid specifications, advertising, etc.); and

WHEREAS, pursuant to the City's purchasing policy, "piggyback" contracts are allowed for existing government contracts; and

WHEREAS, the City has determined that in this circumstance, piggybacking onto an agreement entered into by Toho Water Authority, is the most economically advantageous way to procure these goods and services; and

WHEREAS, the City Commission of the City now desires to (i) authorize and approve staff to piggy-back a contract with USSI to assess, evaluate and prioritize 577 manholes within the City and authorize the City Manager to execute an agreement for the purchase of this service.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION

OF THE CITY OF HOLLY HILL, FLORIDA:

SECTION 1. That the City Commission of the City of Holly Hill approve the piggybacking of the Toho Water Authority contract and authorize the City Manager to execute an agreement for the purchase of services to assess, evaluate and prioritize 577 sewer manholes with the City.

SECTION 2. SEVERABILITY. If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

SECTION 3. EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption.

APPROVED AND AUTHENTICATED on this 12th day of SEPTEMBER, 2022.

"PROTECTING OUR NATURAL RESOURCES THROUGH TECHNOLOGY"

"PIGGY BACK"

PACKAGE

USSI
752 COMMERCE DR. SUITE 15
VENICE, FL 34292
941-926-2646 USSIUSA.COM

Attachment: Exhibit A - Toho Water Auth Contract (2022-R-71 : Sewer Manhole Evaluation and Need Priorities)

CONTENTS:

1. INVITATION TO BID
2. USSI PROPOSAL
3. AWARD
4. CONTRACT

USSI
752 COMMERCE DR. SUITE 15
VENICE, FL 34292
941-926-2646 USSIUSA.COM

Attachment: Exhibit A - Toho Water Auth Contract (2022-R-71 : Sewer Manhole Evaluation and Need Priorities)

SECTION

1

INVITATION TO BID

USSI
752 COMMERCE DR. SUITE 15
VENICE, FL 34292
941-926-2646 **USSIUSA.COM**

Attachment: Exhibit A - Toho Water Auth Contract (2022-R-71 : Sewer Manhole Evaluation and Need Priorities)

INVITATION FOR BID

BID TITLE:

IN-FLOW ABATEMENT SERVICES

BID NO:

IFB-20-076

ISSUE DATE:

MARCH 11, 2020

SUBMIT BID TO:

Toho Water Authority
Procurement Services
1628 S. John Young Pkwy.
Kissimmee, FL 34741

(**Directions:** From 192, take John Young Parkway south; turn right onto Mohawk Lane just south of RaceTrac; continue straight onto Toho Water Authority's property to stop sign, then turn right; follow signs to Warehouse Building.)

CONTACT PERSON:	Jill Selby, Procurement Coordinator
EMAIL ADDRESS:	procurement@tohowater.com
PHONE:	(407) 944-5180
FAX:	(407) 931-4308

PRE-BID CONFERENCE:	**N/A**
DEADLINE FOR WRITTEN QUESTIONS:	**Friday, March 20, 2020 at 5:00 p.m.**
BID DUE:	**THURSDAY, APRIL 2, 2020 AT 2:00 P.M.**

TOHO WATER AUTHORITY IS A NON-SMOKING AGENCY.

SMOKING IS STRICTLY PROHIBITED IN ALL FACILITIES AND ON ALL AUTHORITY PROPERTIES.

Attachment: Exhibit A - Toho Water Auth Contract (2022-R-71 : Sewer Manhole Evaluation and Need Priorities)

SECTION 1
GENERAL TERMS AND CONDITIONS

PLEASE READ CAREFULLY

BIDDER OR OFFEROR: THESE CONDITIONS AND INSTRUCTIONS TO BIDDERS shall be binding on all Bidders or Offerors and, except to the extent otherwise provided, are incorporated by reference in all contracts resulting from any written Request for Quotation (RFQ), Invitation for Bid (IFB) or Request for Proposal (RFP) issued, collectively the ("Request"), to which they are attached and response thereto (Bid) or (Proposal). Use of the term "bid" in these General Terms and Conditions and Instructions to Bidders or Offerors is not intended to be restricted to an IFB and shall also affect written RFQ's or RFP's.

These instructions are standard for all contracts for commodities or services issued through the Tohopekaliga Water Authority (the "Authority") Procurement Services Division. The Authority may delete, supersede, or modify any of these standard instructions for a particular contract by indicating such change in the IFB Special Conditions, Technical Specifications, Instructions, Proposal Pages, Addenda, and Legal Advertisement.

PART I - CONDITIONS OF BIDDING

1.1 **CLARIFICATION OF TERMS:** If any Bidder or Offeror has questions about the specifications or other solicitation documents in connection with an RFQ, RFP or IFB, the prospective Bidder or Offeror must contact the buyer whose name appears on the face of the solicitation no later than five (5) business days prior to the date set for the opening of Bid or Proposals or receipt of Proposals. Any revisions to the solicitation will be made only by addendum issued by the buyer. Notifications regarding specifications may not be considered if received in less than five (5) business days of the date set for opening of Bid or Proposals or receipt of Bids or Proposals.

1.2 **USE OF AUTHORITY FORM AND TERMS AND CONDITIONS:** Failure to submit a solicitation on the official Authority form provided for that purpose or unauthorized modification of or additions to any portion of the solicitation documents may be a cause for rejection of the Bid or Proposal. The Authority reserves the right to decide, on a case-by-case basis, in its sole discretion, whether to reject any Bid or Proposal which has been modified. The Authority shall not be responsible for any errors or omissions of the Bidder or Offeror.

The solicitation shall be signed by a representative authorized to legally bind the firm submitting the Bid or Proposal. By signing the solicitation, the Bidder or Offeror agrees to the terms and conditions of the solicitation and certifies that it has inspected the job site(s) and shall be deemed to be aware of the conditions under which the work must be accomplished. Claims, as a result of failure to inspect the job site, shall not be considered by the Authority.

1.3 **EXCEPTIONS:** For purposed of Bid or Proposal evaluation, Bidder or Offeror must indicate any exceptions, no matter how slight, from the General Terms and Conditions, Special Conditions, Specifications or Addenda in the space provided on the Bid or Proposal form. No exceptions by a Bidder or Offeror will be considered or deemed a part of the Bid or Proposal submitted unless such exceptions are listed in the Bid or Proposal and referenced in the space provided on the Bidder or Offeror proposal form. If exceptions are not stated or referenced as required, it will be assumed that the product or service fully complies with the Authority's terms, conditions, and specifications.

Attachment: Exhibit A - Toho Water Auth Contract (2022-R-71 : Sewer Manhole Evaluation and Need Priorities)

By receiving a Bid or Proposal, the Authority does not necessarily accept any exceptions contained in the Bid or Proposal. All exceptions submitted are subject to review and approval by the Authority. If any Bid or Proposal contains material exceptions that, in the Authority's sole opinion, make that Bid or Proposal conditional in nature, the Authority reserves the right to reject the Bid or Proposal in its entirety or that part of the Bid or Proposal which contains material exceptions.

1.4 **NO BID RESPONSE:** Vendors electing not to submit a Bid or Proposal in response to this solicitation should complete the attached "No Bid" Response form.

1.5 **BID OR PROPOSALS FIRM FOR ACCEPTANCE:** Bidder or Offeror warrants, by virtue of bidding, that its Bid or Proposal and the prices quoted in its Bid or Proposal will be firm for acceptance by the Authority for a period of ninety (90) days from the date of Bid or Proposal opening unless otherwise stated in the solicitation.

1.6 **LATE BID OR PROPOSAL & MODIFICATION OF BID OR PROPOSAL:** Any Bid or Proposal modification received at the office designated in the solicitation after the exact time specified for receipt of the Bid or Proposal or the modification is considered a late Bid or Proposal modification and may not be considered.

The Authority is not responsible for delays in delivery of the mail by the U.S. Postal Service, private carriers or the inter office mail system. It is the sole responsibility of the Bidder or Offeror to ensure its Bid or Proposal reaches the Procurement Services Office by the designated date and hour.

a. The official time used in the receipt of Bid or Proposals is that time stamped by the automatic time stamp machine in the Procurement Services Office. Date/time stamps marked after the designated time of receipt will be rejected.
b. Late Bid or Proposal modifications will be returned to the Bidder or Offeror UNOPENED, if solicitation number, acceptance date, and Bidder/Offeror return address is shown on the container.
c. If the Authority closed its office due to inclement weather, the time for Bid or Proposals opening or receipt of Bid or Proposals will be extended to the next business day, same time.
d. Vendors may modify their Bid or Proposals prior to the date and time specified for the bid opening. Facsimile modification of Bid or Proposals shall not be accepted unless the solicitation allowed submittal by facsimile.

1.7 **WITHDRAWAL OF BID OR PROPOSALS:** A Bidder or Offeror for a contract may request withdrawal of his or her Bid/Proposal under the following circumstances:

a. Bid or Proposals may be withdrawn on written requests from the Bidders or Offerors received at the address shown in the solicitation prior to the time of acceptance.
b. Requests for withdrawal of Bid or Proposals after opening of such Bid or Proposals but prior to award shall be transmitted to the Authority's Procurement Services Division, in writing, accompanied by full documentation supporting the request. If the request is based on a claim of error, documentation must show the basis of error. Such documentation may take the form of supplier quotations, vendor work sheets, etc. If bid bonds were tendered with the Bid/Proposal the Authority may exercise its right of collection.
c. Bid or Proposals shall not be withdrawn after award of a contract or issuance of a purchase order. No plea or claim of mistake in the solicitation or resulting contract or purchase order shall be available as a defense in any legal proceeding brought upon a contract or purchase order awarded to a Bidder/Offeror as a result of the breach or nonperformance of such contract or purchase order.

Attachment: Exhibit A - Toho Water Auth Contract (2022-R-71 : Sewer Manhole Evaluation and Need Priorities)

1.8 ERROR IN BID OR PROPOSALS: When an error is made in extending total prices, the unit bid price will govern. Erasures in Bid or Proposals must be initialed by the Bidder or Offeror. Carelessness in quoting prices or in preparation of bid or otherwise, will not relive the Bidder or Offeror of its responsibilities to provide the good or service. Bidders or Offerors are cautioned to recheck their Bid or Proposal for possible errors. Errors discovered after public opening cannot be corrected and the Bidder or Offeror will be required to perform if his or her Bid or Proposal is accepted.

1.9 IDENTIFICATION OF BID ENVELOPE: The signed Bid or Proposal envelope and requested copies should be returned in a separate envelope or package, sealed and identified with the following information:

IFB No. and Title/Due Date
Name of Bidder or Offeror
Street
City, State, Zip Code
Attn: Procurement Services

Please attach the label provided (Attachment G) on the outside mailing package.

If a Bid or Proposal is not addressed with the information as shown above, the Bidder or Offeror takes the risk that the envelope may be inadvertently opened and the information compromised, which may cause the Bid or Proposal to be disqualified. Bid or Proposals may be hand delivered to the designated location in the office issuing the solicitation. No other correspondence or other proposals should be placed in the envelope.

1.9.1 PRICING

a. Bidder or Offeror warrants by virtue of bidding that prices, terms and conditions quoted in its Bid or Proposal will be firm for acceptance for a period of ninety (90) days from the date of Bid or Proposal opening unless otherwise stated by the Authority or Bidder or Offeror.
b. Prices should be stated in units of quantity as specified in the Bid/Proposal form.
c. Life cycle cost analysis may be considered when determining the lowest responsive and responsible Bid or Proposal. This analysis may consider, in addition to purchase price, any proposed upward or downward escalator clauses proposed for the initial contract term and any potential renewal terms; operating and related costs over the life of the item including maintenance, down time, energy costs, salvage value, etc.
d. Bid or Proposal prices shall be for complete installation ready for the Authority's use and shall include all applicable freight and installation charges; extra charges not allowed.
e. When an annual contract is not requested by the Authority and the Bid or Proposal is for products or services to be delivered on a one-time only or staggered basis, only firm pricing shall be given consideration. General terms such as "price in effect at time of delivery" shall not be considered.

1.10 OPENING: At the time fixed for the opening of responses to a Bid or Proposal, all Bid or Proposals will be opened and the names of the Bidders or Offerors and the amount shall be read aloud and made readily available to the public. If a public opening of a Request for Proposal is held, only the names of the Bidders of Offerors will be read publicly.

Attachment: Exhibit A - Toho Water Auth Contract (2022-R-71 : Sewer Manhole Evaluation and Need Priorities)

1.12 **TIE BID OR PROPOSALS:** A Drug Free Workplace Statement must be completed, signed, and returned prior to award of Bid or Proposal. This form will be used whenever two or more Bid or Proposals that are identical with respect to price, quality, delivery, and service are received; a Bid or Proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process.

1.13 **TAX EXEMPTION:** The Authority is exempt from Federal excise and State sales taxes. Tax exemption number is 85-8012897680C-2 and is also stipulated on our Purchase Orders.

1.14 **NO CONTACT POLICY:** No Bidder or Offeror shall initiate or otherwise have contact related to the solicitation (RFQ, IFB or RFP) with an Authority representative, officer or employee, other than with the Procurement Services Division, after the date and time established for receipt of Bids or Proposals. Any contact initiated by a Bidder or Offeror with any Authority representative, officer or employee other than through the Procurement Services Division, concerning this solicitation is prohibited and may cause the disqualification of the Bidder or Offeror from this procurement process.

1.15 **LICENSES, PERMITS, AND FEES:** All Bid or Proposals submitted shall have included a list of any business and professional licenses, permits, or fees required by the Authority.

PART II - DEFINITIONS/ORDER OF PRECEDENCE

2.1 **BIDDING DEFINITIONS:** The Authority will use the following definitions in its these CONDITIONS AND INSTRUCTIONS TO BIDDERS OR OFFERORS and in its general conditions, special conditions, technical specifications, instructions to Bidders or Offerors, addenda, and any other document used in the bidding process:

a. INVITATION FOR BID – (IFB) when the Authority is requesting Bids from qualified Bidders.
b. REQUEST FOR PROPOSAL – (RFP) when the Authority is requesting proposals from qualified Offerors.
c. REQUEST FOR QUOTATION – (RFQ) when the Authority is requesting quotes from qualified Bidders or Offerors.
d. BID – a price and terms quote received in response to an IFB.
e. PROPOSAL – a proposal received in response to an RFP or RFQ.
f. BIDDER – person or firm submitting a Bid.
g. OFFEROR – person or firm submitting a Proposal.
h. RESPONSIVE BIDDER – a person whose bid conforms in all material respects to the terms and conditions included in the IFB.
i. RESPONSIBLE BIDDER – a person who has the capability in all respects to perform in full the contract requirements, as stated in the IFB, and the integrity and reliability that will assure good faith performance.
j. CONTRACTOR – a successful bidder or offeror who is awarded a purchase order, award contract, blanket purchase order agreement, or term contract to provide goods or services to the Authority.
k. CONTRACT – a written agreement for the procurement or disposal of equipment, materials, supplies, or services but not for public construction.
l. PUBLIC ENTITY CRIME and CONVICTED VENDOR LIST have the meanings set out in Section 287.133, Florida Statutes.

Attachment: Exhibit A - Toho Water Auth Contract (2022-R-71 : Sewer Manhole Evaluation and Need Priorities)

2.2 SPECIAL CONDITIONS: Any and all Special Conditions contained in this IFB that may be in variance or conflict with these General Conditions shall have precedence over these General Conditions, except as otherwise provided. If no changes or deletions to the General Conditions are made in the Special Conditions, then the General Conditions shall prevail in their entirety.

PART III - SPECIFICATIONS

3.1 BRAND NAME OR EQUAL: When the technical specifications call for a brand name, manufacturer, make, model, or offeror catalog number with acceptance of APPROVED EQUAL, it shall be for the purpose of establishing a level of quality and features desired and acceptable to the Authority. In such cases, the Authority will be receptive to any unit that would be considered by qualified Authority personnel as an approved equal. In that the specified make and model represent a level of quality and features desired by the Authority, the Bidder or Offeror must state clearly in its bid any exceptions from those specifications. It is the Bidder's or Offeror's responsibility to provide adequate information in its Bid or Proposal, to enable the Authority to ensure that the Bid or Proposal meets the required criteria. If adequate information is not submitted with the Bid or Proposal, it may be rejected. The Authority will be the sole judge in determining if the item Bid or Proposal qualifies as an approved equal.

3.2 FORMAL SPECIFICATIONS: When a solicitation contains a specification which states no substitutes, no deviation there from will be permitted and the Bidder or Offeror will be required to furnish articles in conformity with that specification.

3.3 EQUIPMENT STANDARDS: Any equipment delivered shall be standard new equipment, latest model, the best quality, and the highest grade work, except as otherwise specifically stated in the Bid or Proposal. Any part of nominal appurtenances which are usually provided in the manufacturer's stock model shall be furnished.

3.4 ANNUAL CONTRACT USAGE REQUIREMENTS: Whenever a Bid or Proposal is sought seeking a source of supply for an annual contract for products or services, the quantities or usage shown are estimates only. No guarantee or warranty is given or implied by the Authority as to the total amount that may not be purchased from any resulting contract. These quantities are for Bidder or Offerors information only and will be used for tabulation and presentation of Bid or Proposals

PART IV - BIDDING AND AWARD PROCEDURES

4.1 AWARD OR REJECTION OF BID OR PROPOSALS: The Authority reserves the right to accept or reject any or all Bid or Proposals and to waive minor irregularities or variations to specifications contained in Bid or Proposals, and minor irregularities in the bidding process. The Authority reserves the right to award the contract on a split order basis; lump sum basis, individual item basis, or such combination as shall best serve the interest of the Authority. The Authority reserves the right to make an award to the responsive and responsible bidder whose product or service meet the terms, conditions, and specifications of the IFB and whose Bid or Proposal is considered to best the Authority's interest. In determining the responsiveness of the offer and the responsibility of the Bidder or Offeror, the following shall be considered:

a. the ability, capacity and skill of the Bidder or Offeror to perform as required
b. whether the Bidder or Offeror can perform promptly, or within the time specified, without delay or interference
c. the character, integrity, reputation, judgment, experience and efficiency of the bidder
d. the quality of past performance by the Bidder or Offeror

Attachment: Exhibit A - Toho Water Auth Contract (2022-R-71 : Sewer Manhole Evaluation and Need Priorities)

e. the previous and existing compliance by the Bidder or Offeror with related laws, ordinances, administrative rules and orders and resolutions and requirements of the Authority.
f. the sufficiency of the Bidder's or Offeror's financial resources
g. the availability, quality and adaptability of the Bidder's or Offeror's supplies or services to the required use
h. the ability of the Bidder or Offeror to provide future maintenance, service or parts
i. the number and scope of conditions attached to the Bid or Proposal.

If the IFB or RFQ provides for a contract trial period, the Authority reserves the right, in the event the selected Bidder or Offerors does not perform satisfactorily, to award for a trial period to the next ranked Bidder or Offeror or to award a contract to the next ranked Bidder or Offeror, if that Bidder or Offeror has successfully provided services to the Authority in the past. This procedure to continue until a Bidder or Offeror is selected or the contract is re-bid, at the sole option of the Authority.

4.2 **QUALIFICATIONS OF BIDDERS OR OFFERORS:** The Authority may make such reasonable investigations as it deems proper and necessary to determine the ability of the Bidder or Offeror to perform the work/furnish the item(s) and the Bidder or Offeror or shall furnish to the Authority all such information and data for this purpose as may be requested. The Authority reserves the right to inspect Bidder's or Offeror's physical facilities prior to award to satisfy questions regarding the Bidder's or Offeror capabilities. The Authority further reserves the right to reject any Bid or Proposal if the evidence submitted by or investigations of such Bidder or Offeror is properly qualified to carry out the obligations of the contract and to complete the work/furnish the item(s) contemplated herein.

4.3 **USE OF OTHER GOVERNMENTAL CONTRACTS:** The Authority reserves the right to reject any part of all of any Bid or Proposal received and utilize other available governmental contracts, is such action is in its best interest.

4.4 **PUBLIC ENTITY CRIMES:** "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Bid or Proposal on a contract to provide any goods or services to a public entity, may not submit a Bid or Proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit Bid or Proposals on leases of real property to a public entity, may not be awarded or perform works as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."

4.5 **PUBLIC RECORDS:** Florida law provides that municipal records shall at all times is open for personal inspection by any person. Section 119.01, F.S., the Public Records Law. Sealed Bid or Proposals received by the Authority in connection with an IFB, RFP or RFQ shall be deemed to be public records subject to public inspection upon award, recommendation for award, or 10 days after bid opening, whichever occurs first. However, certain exemptions to the public records law are statutorily provided for in Section 119.07, F.S. If the Bidder or Offeror believes any of the information contained in its response is exempt from the Public Records Law, and then the Bidder or Offeror must in his or her response specifically identify the material which is deemed to be exempt and cite the legal authority for the exemption, otherwise, the Authority will treat all materials received as non-exempt. The Authority's determination of whether an exemption applies shall be final, and the Bidder or Offeror agrees to defend, indemnify and hold harmless the Authority and the Authority's officers, employees and agents, against any loss or damages,

Attachment: Exhibit A - Toho Water Auth Contract (2022-R-71 : Sewer Manhole Evaluation and Need Priorities)

including but not limited to attorneys' fees, incurred by any person or entity as a result of the Authority's treatment of records as public records.

4.6 **PROHIBITION OF INTEREST:** No member, officer, agent, or employee of the Authority, either for himself or as agent for anyone else or as a stockholder or owner in any other legal entity, shall participate in or benefit directly or indirectly from any sale, purchase, lease, contract or other transaction entered into by the Authority. No contract will be awarded to a bidding firm in violation of the foregoing provision or in violation of Part III of Chapter 112, Florida Statutes. Any firm in which any member of the Board of Supervisors of the Authority or any officer or employee of the Authority or such individual's spouse or child is an officer, partner, director or proprietor or in which any such individual or any combination of them has a material interest as defined in Part III of Chapter 112, Florida Statutes, must disclose such interest and must fully comply with state law, including the Authority's governing act and Part III of Chapter 163, Florida Statutes and may be precluded from obtaining an award.. Bidders or Offerors must disclose any such affiliation or material interest. Failure to disclose any such affiliation or material interest will result in disqualification of the Bidder or Offeror and removal of the Bidder or Offeror from the Authority's Bidder's or Offeror's list and prohibition from engaging in any business with the Authority.

PART V - BONDS AND INSURANCE

5.1 **PERFORMANCE BOND/IRRECOVABLE LETTER OF CREDIT:** If a performance bond or irrevocable letter of credit is required in the Special Conditions, the Contractor shall within fifteen (15) working days after notification of award, furnish to the Authority a performance bond or an unconditional irrevocable letter of credit payable to the Toho Water Authority, Florida in the face amount specified in the Special Conditions as surety for faithful performance under the terms and conditions of the contract. If the bond is on an annual coverage basis, renewal for each succeeding year shall be submitted to the Authority thirty (30) days prior to the termination date of the existing performance bond. The performance bond must be executed by a surety company of recognized standing, authorized to do business in the State of Florida and having a resident agent. If a letter of credit is chosen, it must be in a form acceptable to the Authority, drawn on a local bank acceptable to the Authority and issued in favor of the Authority. If the Bidder or Offeror wishes to use a non-local bank, he must have prior Authority approval of the requirements to draw against the letter of credit.

5.2 **BID SURETY:** If Special Conditions require a bid security, it shall be submitted in the amount stated. A bid security can be in the form of a bid bond, postal money order, cashier's check, or irrevocable letter of credit. Bid security will be returned to the unsuccessful Bidders or Offerors as soon as practicable after opening of Bid or Proposals. Bid security will be returned to the successful Bidder or Offeror after acceptance of the performance bond or irrevocable letter of credit, if required; acceptance of insurance coverage, if required; and full execution of contract documents, if required; or conditions as stated in the Special Conditions.

5.3 **LETTERS OF CREDIT:** Generally, the Authority will require that the bank be rated A or better by a major rating agency. If the rating of the bank is downgraded below investment grade or if due to other circumstances, the Authority has concerns about the credit worthiness of an issuing bank, the Bidder or Offeror may be required to replace the letter of credit with a letter of credit issued by a different bank acceptable to the Authority or with a performance bond or, in the case of Bid Security with a letter of credit issued by a different bank acceptable to the Authority or with a bid bond, postal money order, cashier's check.

5.4 **INSURANCE:** If the Contractor is required to go on the Authority property to perform work or services as a result of IFB award, the Contractor shall assume full responsibility and expense to

Attachment: Exhibit A - Toho Water Auth Contract (2022-R-71 : Sewer Manhole Evaluation and Need Priorities)

obtain all necessary insurance as required by the Authority or specified in the Special Conditions. The Contractor shall provide to the Authority original certificates and coverage and receive notification of approval of those certificates by the Authority's Risk Manager prior to engaging in any activities under this contract. The Contractor's insurance is subject to the approval of the Authority's Risk Manager. The certificates must list the Authority as ADDITIONAL INSURED and shall have no less than thirty (30) days written notice of cancellation or material change. Further modification of the insurance requirements may be made at the sole discretion the Authority's Risk Manager if circumstances change or adequate protection of the Authority is not presented.

PART VI - PURCHASE ORDER AND CONTRACT TERMS

6.1 CONFIDENTIALITY AND OWNERSHIP OF DATA: Any reports, information, intellectual property, data, drawings, specification estimates and summaries given to or prepared or assembled by the Contractor under the Scope of Work of the contract, shall not be made available to any individual or organization by the Contractor without prior written approval of the Authority. All of these items shall become the property of the Authority upon payment of fees as required by the contract.

6.2 OBLIGATIONS OF THE AUTHORITY AND CONTRACTOR: Authority: The Authority shall furnish to the Contractor all available information as listed in the solicitation that may be useful for the contract work. The Authority shall assist the Contractor in obtaining access to enter upon public and private property as required to perform the contract work. The Authority shall designate a representative who shall serve as the principal contact and give direction to the Contractor throughout the duration of the contract. Contractor: The Contractor represents that he has, or shall secure at his expense, all personnel, including subcontractors required to perform and complete the Scope of Work.

6.3 PAYMENT TERMS: Unless otherwise provided in the solicitation payment will be made thirty (30) days after receipt of a proper invoice with complete supporting documentation, or thirty (30) days after receipt of all goods or acceptance of work, whichever is the latter.

6.4 SAFETY STANDARDS: All manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupational Safety and Health Act of 1970 as amended, and be in compliance with Chapter 442, Florida Statutes. Any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered as a result of this order must be accompanied by a completed Material Safety Data Sheet (MSDS).

6.5 OTHER GOVERNMENTAL ENTITIES: If the Bidder or Offeror is awarded a contract as a result of this RFP, IFB or RFQ he or she will, if has sufficient capacity or quantities available, provide to other governmental agencies so requesting, the products or services awarded in accordance with the terms and conditions of the RFP, IFB or RFQ and resulting contract. Prices shall be F.O.B. delivered to the requesting agency.

6.6 VERBAL INSTRUCTIONS PROCEDURE: No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any discussions with any Authority employee. Only those communications which are in writing from an authorized Authority representative may be considered. Only written communications from Contractors, which are assigned by a person designated as authorized to bind the Contractor, will be recognized by the Authority as duly authorized expressions on behalf of Contractors.

Attachment: Exhibit A - Toho Water Auth Contract (2022-R-71 : Sewer Manhole Evaluation and Need Priorities)

6.7 **INDEPENDENT CONTRACTOR**: The Contractor is an independent contractor under this Agreement. Personal services provided by the Bidder or Offeror shall be employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the Authority. Personal policies, tax responsibilities, social security, health insurance, employee benefits, purchasing policies unless otherwise stated in this IFB and other similar administrative procedures applicable to services rendered under this contract shall be those of the Contractor.

6.8 **INDEMNITY/HOLD HARMLESS AGREEMENT**: The Contractor agrees to protect, defend, indemnify, and hold harmless the Authority and its officers, employees and agents from and against any and all losses, penalties, damages, settlements, claims, costs, charges for other expenses, litigation, whether in court or before an administrative body, or liabilities of every and any kind including attorney fees, in connection with or arising directly or indirectly out of the work agreed to or performed by Contractor under the terms of any agreement that may arise due to the bidding process. Without limiting the foregoing, any and all such claims, suits, or other actions relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged violations of any applicable Statute, ordinance, administrative order, rule or regulation, or decree of any court shall be included in the indemnity hereunder.

6.9 **TERMINATION FOR CAUSE:** If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor shall violate any of the provisions of this Agreement, the Authority may upon written notice to the Contractor terminate the right of the Contractor to proceed under this Agreement, or with such part or parts of the Agreement as to which there has been default, and may hold the Contractor liable for any damages caused to the Authority by reason of such default and termination. In the event of such termination, any completed services performed by the Contractor under this Agreement shall at the option of the Authority become the Authority's property and the Contractor shall be entitled to receive equitable compensation for any work completed to the satisfaction of the Authority, not to exceed an amount equal to percentage of the contract price representing the percentage of the work completed satisfactorily. The Contractor, however, shall not be relieved of liability to the Authority for damages sustained by the Authority by reason of any breach of the Agreement by the Contractor and the Authority may withhold any payments to the Contractor for the purpose of setoff until such time as the amount of damages due to the Authority from the Contractor can be determined.

6.10 **TERMINATION FOR CONVENIENCE:** The Authority reserves the right, in its best interest as determined by the Authority, to cancel contract by giving written notice to the Contractor thirty (30) days prior to the effective date of such cancellation.

6.11 **CANCELLATION FOR UNAPPROPRIATED FUNDS:** The obligation of the Authority for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period and continuation of the contract into subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

6.12 **RECORDS/AUDIT:** The Contractor shall maintain during the term of the contract all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The form of all records and reports shall be subject to the approval of the Authority's Auditors. The Contractor agrees to make available to the Authority's Auditors during normal business hours all books of account, reports, and records relating to this contract for the duration of the contract and retain them for a minimum period of one (1) year beyond the last day of the contract term.

Attachment: Exhibit A - Toho Water Auth Contract (2022-R-71 : Sewer Manhole Evaluation and Need Priorities)

6.13 **LAWS/ORDINANCES:** The Contractor shall observe and comply with all Federal, state, local and municipal laws, ordinances rules and regulations as well as all resolutions or directives of the Authority that would apply to this contract.

6.14 **NON DISCRIMINATION:** There shall be no discrimination as to race, sex, color, creed, age or national origin in the operations conducted under this contract.

6.15 **ELIGIBILITY:** If applicable, the Contractor must first register with the Department of State of the State of Florida in accordance with Florida Statutes, prior to entering into a contract with the Authority.

6.16 **COPYRIGHTS OR PATENT RIGHTS:** The Bidder or Offeror certifies by submission of Bid/Proposal that there has been no violation of copyrights or patent rights in manufacturing, producing, or selling the product or services shipped or ordered as a result of this Bid or Proposal. The successful Bidder or Offeror shall, at its own expense defend any and all actions or suits charging such infringement and will save the Authority, its officers, employees, and agents harmless from any and all liability, loss, or expense occasioned by any such violation.

6.17 **INVOICES:** Invoices for items ordered, delivered and accepted shall be submitted by the Contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the IFB/RFP number and or purchase order number.

6.18 **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Authority after due oral and written notice, may procure them from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs.

6.19 **DELIVERY:** In the appropriate space, the Bidder or Offeror shall state the time of proposed delivery or project completion in number of calendar days. Unless otherwise specified, calendar days shall be presumed. Unless otherwise specified, quote the earliest delivery possible as this may be considered a factor in making award. Delivery expressed in calendar days may be given preference over such general terms as "stock immediately" and "as soon as possible." As time will be of the essence for any orders placed as a result of this bid, the Authority reserves the right to cancel such orders or any part thereof, without obligation if delivery is not made at the time(s) specified on the bid form.

PART VII - DELIVERY PROVISION

7.1 **SHIPPING INSTRUCTIONS-CONSIGNMENT:** Unless otherwise specified in the solicitation of each case, crate, barrel, package, etc., delivered under the contract must be plainly stenciled or securely tagged, stating the Contractor's name, purchase order number, and delivery address as indicated in the order. Where shipping containers are to be used, each container must be marked with the purchase order number, name of Contractor, the name of the item, the item number, and the quantity contained therein. Deliveries must be made within the hours of 8:00 a.m. – 5:00 p.m. Deliveries at any other time will not be accepted unless specific arrangements have been previously made with designated individual at the delivery point. No deliveries will be accepted on Saturdays, Sundays and holidays unless previous arrangements have been made. It shall be the responsibility of the Contractor to insure compliance with these instructions for items that are drop shipped.

7.2 **RESPONSIBILITY FOR SUPPLIES TENDERED:** The Contractor shall be responsible for loss or damage to materials or supplies covered by the contract until they are delivered at the designated point, a physical inspection is made by the Authority and the material or supplies are accepted by

Attachment: Exhibit A - Toho Water Auth Contract (2022-R-71 : Sewer Manhole Evaluation and Need Priorities)

the Authority. The Contractor shall bear all risk of loss or damage to rejected materials or supplies and for all materials and supplies prior to acceptance by the Authority. Rejected materials or supplies must be removed by and at the expense of the Contractor promptly after notification of rejection, unless public health and safety require immediate destruction or other disposal of rejected delivery. If rejected materials are not removed by the Contractor within ten (10) days after date of notification, the Authority may return the rejected materials or supplies to the Contractor at his or her risk and expense or dispose of them as its own property.

7.3 **TESTING AND INSPECTION:** The Authority reserves the right to conduct any test/inspection it may deem advisable to assure that of supplies and services conform to the specifications. Inspection and acceptance of materials or supplies will be made after delivery at destinations herein specified unless otherwise stated. If inspection is made after delivery at destination herein specified, the Authority will bear the expense of inspection except for the value of samples used in case of rejection. Final inspection shall conclusive except in regard to latent defects, fraud or such gross mistakes as to amount to fraud. Final inspection and acceptance or rejection of the materials or supplies will be made as promptly as practicable, but failure to inspect and accept or reject materials or supplies shall not impose liability on the Authority for such materials or supplies as are not in accordance with the specifications.

7.4 **COMPLIANCE:** Delivery must be made as ordered and in accordance with the solicitation or as directed by the Procurement Services Office when not in conflict with the bid/contract. The decision the Authority as to reasonable compliance with delivery terms shall be final. Burden of proof of delay in receipt of goods by the purchaser shall rest with the Contractor. Any request for extension of time of delivery from that specified must be approved by the Procurement Services Office, such extension applying only to the particular item or shipment affected. Should the Contractor be delayed by the Authority, there shall be added to the time of completion a time equal to the period of such delay caused by the Authority. However, the Contractor shall not be entitled to claim damages of extra compensation for such delay or suspension.

7.5 **POINT OF DESTINATION:** All materials shipped to the Authority must be shipped F.O.B. DESTINATION unless otherwise stated in the contract. The materials must be delivered to the "Ship To" address indicated on the purchase order.

7.6 **REPLACEMENT:** Materials or components that have been rejected by the Procurement Services Office, in accordance with the terms of the contract, shall be replaced by the Contractor at no cost to the Authority.

7.7 **PACKAGING SLIPS OR DELIVERY TICKETS:** All shipments shall be accompanied by packing slips or delivery tickets and shall contain the following information for each item delivered:

a. purchase order number/contract number
b. name of article and stock number
c. quantity ordered
d. quantity shipped
e. quantity back ordered
f. the name of the Contractor

Contractors are cautioned that failure to comply with these conditions shall be considered sufficient reason for refusal to accept the goods.

Attachment: Exhibit A - Toho Water Auth Contract (2022-R-71 : Sewer Manhole Evaluation and Need Priorities)

7.8 **SAMPLES:** Evidence in the form of samples may be requested if brand being quoted upon is other than as specified. The Authority reserves the right to request that such samples be furnished at the time of bid opening. The Authority also reserves the right to request samples after the date of bid opening. Requested samples must be furnished free of expense to the Authority and if not used in testing or destroyed, will, upon request, be returned at the Bidder's or Offeror's expense.

PART VIII - BIDDER/OFFEROR/CONTRACTOR REMEDIES

8.1 **PROTEST OF AWARD OR DECISION TO AWARD/EXHAUSTION OF ADMINISTRATIVE PROCEEDING:** Any protest must be made within three (3) days following posting of the bid/proposal award. Protest procedures are available from the Authority Procurement Services Department. Notice of decision or intended decision concerning a Bid or Proposal solicitation or award will be given by posting the Bid or Proposal tabulation or recommended award at the location where the Bid or Proposals were opened. The Bidder or Offeror must exhaust this administrative proceeding before bringing suit. Failure to file a protest within the time prescribed herein and to exhaust the remedy provided by the Authority for such bid protest shall constitute a waiver of the right to bring suit.

8.2 **DISPUTES:** In the case of any doubt or differences of opinion as to the items to be furnished hereunder, the decision of the Authority's Procurement Agent shall be final and binding on both parties.

8.3 **NO CONSEQUENTIAL DAMAGES:** Consequential damages shall not be available to a Contractor for breach of contract by the Authority.

8.4 **NO DAMAGES REMEDY TO OFFEROR OR BIDDER:** An Offeror or Bidder who is unsuccessful shall not have a damages remedy as a result of the rejection of the Bid or Offer but shall be limited to the administrative remedies provided by the Authority and, after exhausting such remedies, the further remedy of declaratory relief or, in a proper case, injunction. Venue shall in all cases be in Osceola County, Florida.

8.5 **PERSONAL PRONOUNS AND TERMINOLOGY.** The personal pronouns, are used interchangeably regardless of sex and regardless of the legal status or identity of the entity or person to which the terms apply.

END OF SECTION 1

Attachment: Exhibit A - Toho Water Auth Contract (2022-R-71 : Sewer Manhole Evaluation and Need Priorities)

SECTION 2
INSTRUCTIONS TO BIDDER

2.0 INSTRUCTIONS TO BIDDER

2.1 PURPOSE

The purpose of these specifications is to select a Contractor to provide inflow abatement services for Toho Water Authority.

2.2 PARTIES DEFINED

A. The term "Authority" used in the bid documents refers to Toho Water Authority. The term "Contractor" refers to the person or firm to whom an award is made to perform the work under this contract.

B. The term "Contractor" refers to the person or firm to whom an award is made to perform the work under this contract.

C. The term "Successful Bidder" refers to the lowest, qualified, responsive and responsible Contractor to whom the Authority makes an award.

2.3 PRE-BID CONFERENCE AND PRE-CONSTRUCTION MEETING

There will be no pre-bid conference for this solicitation.

2.4 CLARIFICATION OF REQUIREMENTS

Questions regarding clarification or interpretation of this solicitation shall be addressed **in writing via email no later than FRIDAY, MARCH 20, 2020, at 5:00 p.m.** to the Procurement Services Department at procurement@tohowater.com. **Phone calls will not be accepted**. However, unless modified by a written addendum issued by the Procurement Services department, the specifications and conditions contained herein stand as stated. Verbal communications are neither authoritative nor binding. Any verbal interpretation in conflict with these specifications as written should immediately be directed in writing to the Procurement Services department. Any interpretation provided to any vendor in response to inquiries regarding this solicitation which may affect the outcome of this bid will be furnished in writing via addendum to all vendors on DemandStar at www.demandstar.com and on VendorLink at www.myvendorlink.com.

2.5 EXAMINATION OF BID DOCUMENTS

It is the responsibility of each Bidder before submitting a bid:

- To examine thoroughly the Bid Documents
- To study and carefully correlate the Bidder's knowledge and observations of the Bid Documents and such other related data
- To promptly notify the Authority of all conflicts, errors, ambiguities or discrepancies which the Bidder has discovered in or between the Bid Documents and such other related documents or conditions.

2.6 BID OPENING AND INSTRUCTIONS FOR SUBMITTING BID

A. The deadline for submitting bids and the location for opening bids is shown on the cover sheet. Bids will be opened publicly and read aloud immediately following the deadline for submitting bids. **No bid shall be considered if it arrives after the scheduled due date and time. No exceptions will be made.**

Attachment: Exhibit A - Toho Water Auth Contract (2022-R-71 : Sewer Manhole Evaluation and Need Priorities)

B. Each Bidder shall submit one (1) original and one (1) copy of the bid submittal. The submittal shall also include a CD or memory stick containing the entire bid formatted to be ready with Microsoft software or Adobe PDF software.

C. All bids must be submitted in a sealed package(s) and date and time stamped by an Authority representative on or prior to the due date and time specified on the front page. No other form of submission will be accepted (i.e., E-mail, Facsimile, etc.). Bid packages must be identified on the outside as follows:
Solicitation No. and Title/Due Date
Name of Bidder
Street
City, State, Zip Code
Attn: Procurement Services

Please use the form provided (Attachment G) on the outside mailing package.

D. Bids will be available for inspection during normal business hours in the Procurement Services Department within 30 days of the closing date, by appointment (Florida Statute 119.071(1)(b)).

E. A copy of the completed bid tabulation will be available on DemandStar at www.demandstar.com and on VendorLink at www.myvendorlink.com within thirty (30) days after bid opening.

2.7 SIGNATURE

The Bidder shall sign the bid in the proper section with a manual signature of an authorized representative, and shall enter his title and date of the bid. Failure to properly sign the bid shall invalidate the bid and it shall not be considered for award. No erasures are permitted. If a correction is necessary, draw a single line through the entered figure and enter the corrected figure above it. Corrections must be initialed by the person signing the bid prior to submittal of the bid.

2.8 IRREVOCABLE OFFER

Any bid may be withdrawn up until the date and time set above for opening of the bid. Any bid not so withdrawn shall, upon opening, constitute an irrevocable offer for a period of ninety (90) days to sell the Authority the goods or services set forth in the attached specification until one (1) or more of the bids have been duly accepted by the Authority.

2.9 RESERVED RIGHTS

The Authority reserves the right to accept or reject any and/or all bids, or any part thereof and/or to waive irregularities and technicalities. Also, the Authority reserves the right to accept all or any part of the bid and to increase or decrease quantities to meet additional or reduced requirements of the Authority. Any sole response received by the first submission date may or may not be rejected by the Authority depending on available competition and timely needs of the Authority. For each item or for all items combined, the bid of the lowest responsive, responsible bidder will be accepted, unless all bids are rejected.

To be responsive, a bidder shall submit a bid that conforms in all material respects to the requirements set forth in the bid.

To be a responsible, a bidder shall have the capability in all respects to perform fully the contract requirements, and the tenacity, perseverance, experience, integrity, reliability, capacity, facilities,

Attachment: Exhibit A - Toho Water Auth Contract (2022-R-71 : Sewer Manhole Evaluation and Need Priorities)

equipment, and credit which will assure good faith performance. Also, the Authority reserves the right to make such investigation as it deems necessary to make this determination. Such information may include but shall not be limited to: current financial statements; verification of availability of equipment and personnel, and past performance records.

2.10 CODE OF ETHICS

With respect to this bid, if any bidder violates or is a party to a violation of the Code of Ethics of the Authority per the Authority's procurement regulations and/or the State of Florida per Florida Statutes, Chapter 12, Part III, Code of Ethics for Public Officers and Employees, such bidder may be disqualified from furnishing the goods or services for which the bid is submitted and shall be further disqualified from submitting any future bids for goods or services for the Authority.

2.11 SHAM OR COLLUSIVE BIDS

The bids of any bidder or bidders who engage in collusive bidding shall be rejected. Any bidder who submits more than one bid in such a manner as to make it appear that the bids submitted are on a competitive basis from different parties shall be considered a collusive bidder.

2.12 AWARD

Award will be made to the lowest responsive and responsible bidder within ninety (90) days after the bid opening. Unless canceled or rejected, a responsive bid from the lowest responsible bidder shall be accepted as submitted. The Authority reserves the right to make an award in whole or in part at its discretion.

2.13 RE-AWARD

If for some reason the awarded vendor cannot fulfill the bid requirements, a letter of cancellation will be sent and that vendor will be removed from the bid. The Authority will then either contact the next vendor in line to see if they are still interested in an award of the bid to replace the cancelled vendor. The Authority reserves the right to re-bid.

2.13 NOTICE OF AWARD

Notice of award will also be posted on DemandStar at www.demandstar.com and on VendorLink at www.myvendorlink.com.

2.14 BID FORM

See **Submittal Requirements** for complete details. No bid will be considered unless it is submitted upon the Bid Form supplied for this project. The blank spaces in the Bid Form shall be filled in correctly and completely for each and every item for which a description is given. All names must be typed or printed on or below the signature.

Where prices are requested, the Bidder must state the price(s) for which he proposes to do each part of the work contemplated, and the total amount for all parts included in any or all of the combinations of the work. The Bid Form must be completed and signed by an agent who is fully authorized to bind the individual submitting the offer to sell, to the terms, conditions, and specifications contained herein as well as any addenda to this solicitation.

2.15 CONTRACT TERM/RENEWAL

The initial contract period shall be for three (3) years to commence upon the issuance of purchase order or execution of the agreement. The contract may be renewed subject to written notice of

Attachment: Exhibit A - Toho Water Auth Contract (2022-R-71 : Sewer Manhole Evaluation and Need Priorities)

agreement for one (1) additional two (2) year period beyond the primary contract period. Unit prices bid shall be held firm for the initial term and the two (2) year renewal period.

2.16 ADDENDA TO THE SOLICITATION

A. The Authority reserves the right to amend this solicitation at any time prior to the deadline for submitting Bids or Proposals. If it becomes necessary to revise any part of this solicitation, notice of the revision will be posted on DemandStar at www.demandstar.com and on VendorLink at www.myvendorlink.com. If, in the opinion of the Procurement Services Agent, the deadline for the submission of proposals does not provide sufficient time for consideration of any Addendum, then such deadline may be extended at the discretion of the Authority.

B. It shall be the responsibility of each Bidder to contact the Procurement Services contact identified on the cover page to this solicitation prior to submission of a bid or proposal hereunder in order to determine whether any addenda have been issued in connection with this procurement. Notwithstanding any provision to the contrary, the failure of any Bidder to receive any addenda shall neither constitute grounds for withdrawal of its proposal nor relieve such Bidder from any responsibility for incorporating the provisions of any addenda in its proposal.

2.17 RECIEPT OF ADDENDA

Receipt of any addenda issued shall be acknowledged on the addenda and returned with Bid. **Failure to acknowledge your receipt of any addenda may result in your bid being considered non-responsive.**

2.18 LATE BIDS

Bids or unsolicited amendments to bids arriving after the closing date and time shall not be considered. Bids received after the bid submission deadline shall be returned to the Bidder unopened providing that sufficient bid identification information is shown on the outside of the bid envelope.

2.19 BID PRICES

In the event there is a discrepancy between the unit prices and the extended totals, the unit prices shall govern. In the event there is a discrepancy between the prices written in words and written in figures, the prices written in words shall govern. In case of error in the Bidder's extended summation, the computed total of the Authority shall govern. The total amount of the summation of Bid extension shall be the basis of awarding the contract to the lowest responsible Bidder.

Should the lowest responsible bid exceed the funds budgeted for the project, the Authority reserves the right to negotiate with the lowest responsive and responsible Bidder in the best interest of the Authority.

2.20 CONTRACTUAL AGREEMENT

An agreement will be required for this service and must be signed by the Bidder prior to execution by the Authority, whereupon the bidder becomes the Contractor upon approval.

2.21 DISCLOSURE OF BID CONTENT

All material submitted becomes the property of the Authority and may be returned only at the Authority's option. The Authority has the right to use any or all ideas presented in any reply to this Bid. Selection or rejection of any Bid does not affect this right.

Attachment: Exhibit A - Toho Water Auth Contract (2022-R-71 : Sewer Manhole Evaluation and Need Priorities)

The Authority is governed by the Public Record Law, Chapter 119, Florida Statutes. Only trade secrets as defined in Section 812.081(1)(c), Florida Statutes or financial statements required by the Authority as defined in 119.071(1)(c), Florida Statutes (hereinafter "Confidential Materials"), may be exempt from disclosure. If a respondent submits Confidential Materials, the information must be segregated, accompanied by an executed Non-Disclosure Agreement for Confidential Materials and each pertinent page must be clearly labeled "confidential" or "trade" secret. The Authority will not disclose such Confidential Materials, subject to the conditions detailed within the Agreement, which is attached to this solicitation. When such segregated and labeled materials are received with an executed Agreement, the Authority shall execute the Agreement and send the respondent a "Receipt for Trade Secret Information."

2.22 ASSIGNMENT

The successful Bidder will not be permitted to assign its contract with the Authority, or to subcontract any of the work requirements to be performed, without obtaining prior written approval from the Authority.

2.23 REFERENCES

Each Bidder must submit with its Bid, five (5) references (**See Attachment C, Reference Form**). References shall be of similar scope of operations as the Authority to whom the Bidder has supplied the same services within the past three (3) years. References must be able to attest without reservation to the fact that the Bidder provided the contracted goods/services without a significant problem of any kind, and at any time during the contract period. Failure to provide this information may be cause for rejection of the Bid.

END OF SECTION 2

Attachment: Exhibit A - Toho Water Auth Contract (2022-R-71 : Sewer Manhole Evaluation and Need Priorities)

SECTION 3

3.0 SCOPE OF SERVICES AND TECHNICAL REQUIREMENTS

3.1 INTRODUCTION AND INTENT

The purpose of these specifications is to select a Contractor to provide inflow abatement services for Toho Water Authority.

3.2 RESPONSIBILITIES OF CONTRACTOR

The following tasks shall be performed by the Contractor within wastewater pumping station collection basins designated by the Authority.

A. INSPECTING MANHOLES

Inspect manholes for damage, leakage or other operating or structural problems. This inspection should include documentation of adverse conditions (including a photograph) and GPS location. All data should be correlated to the manhole asset number provided by the Authority.

It is not intended that manhole inspections meet the standards of NASSCO's MACP, but they must provide adequate information to indicate the need for follow up owner investigation and potential action. At a minimum, manhole inspections shall include the following data attributes:

- Owner provided unique identifier
- Date of inspection
- GPS XY coordinates
- Closest street address
- Ring & Cover material
- Chimney material
- Manhole type ("brick" or "pre-cast")
- Manhole lined? ("yes" or "no")
- Liner Type ("none", "cementitious", "epoxy", "other")
- Steps ("yes" or "no")
- Downstream Pipe Material (NASSCO material codes)
- Pipe Size Outgoing
- Pipe Size Incoming
- Manhole Depth (fractional feet)
- Frame Diameter (inches)
- Cover Diameter (inches)
- Ring & Cover Condition
- Manhole Wall Condition
- Step Condition
- Invert Condition
- Roots Present
- Corrosion Present
- General Condition
- Comments
- Flows to Manhole ID

Inspection results shall be provided by wastewater lift station basin and organized in a spreadsheet or database table. Results shall be provided electronically.

Attachment: Exhibit A - Toho Water Auth Contract (2022-R-71 : Sewer Manhole Evaluation and Need Priorities)

B. SEALING MANHOLES CHIMNEYS

The work covered under this section includes, but is not limited to all labor, equipment, materials, supervision and any other efforts required to seal the manhole chimney as outlined herein. The intent of the chimney seal is to prevent inflow from the area beneath the rim of the manhole, but above the cone. The chimney includes the ring, cement extensions, lift rings, brick or cement used to raise the manhole ring.

The chimney seal shall be installed using ElastaSeal® internal manhole sealing system or equivalent as approved by the Engineer (approval will be based on parameters below and installed experience in the southeastern United States) that specifies a primer material to stick to the concrete, and a flexible seal. The seal is to be of an aramid fiber reinforced flexible, but resistant material to account for surface loading changes that create most chimney damage. The sealing materials shall have the following parameters:

Primer coat:

- Specific gravity > 1.0
- >90 % solids as measured by ASTM D2369
- Elongation 650 +/- 50 as measured by ASTM D412
- Adhesive strength > 700 psi on steel or concrete as measured by Eclometer 109
- Tensile strength = 3200 +/- 50 psi as measured by ASTM D412
- Tear resistance =325 +/- 10 psi as measured by ASTM D624
- Nonflammable as measured by ASTM D-93 in a Pensky-Martens closed cup
- Temperature Range -65 to 200 F
- Minimal water absorption capacity (<0.5%)

Top Coat:

- Specific gravity > 1.0
- >99 % solids as measured by ASTM D2369
- As applied, solids greater than 70%
- Ultimate Elongation equal to or greater than 850% +/- 50 as measured by ASTM D412
- Elongation as applied equal to or greater than 325% +/- 10 as measured by ASTM D412
- Adhesive strength > 700 psi on steel or concrete as measured by Eclometer 109
- Tensile strength = 2300 +/- 50 psi as measured by ASTM D412
- Tear resistance =345 +/- 10 psi as measured by ASTM D624
- Nonflammable as measured by ASTM D-93 in a Pensky-Martens closed cup
- Temperature Range -65 to 200 F
- Kevlar® fiber (Aramid Fiber Reinforcer)
- Minimal water absorption capacity (<0.5%)
- Shore A Hardness equal to 75 +/- 5 as measured by ASTM 2240

Neither material shall contain VOCs. The final sealing system shall remain flexible with time to account for surface loading variations.

Kevlar™ is a registered Trademark of E.I. DuPont Corporation

Seal coat shall be resistant to damage after 14 days of immersion in:

- Salt
- Gasoline
- Hydrogen sulfide
- Antifreeze
- Low pH

Attachment: Exhibit A - Toho Water Auth Contract (2022-R-71 : Sewer Manhole Evaluation and Need Priorities)

Primer and top coat shall have, as a minimum, a five (5) year warranty. This warranty shall dictate that any repairs within the warranty period shall include the labor and materials necessary to repair or recoat the manhole chimney.

Installation

- All loose mortar, concrete brick or other materials shall be removed by the Contractor as they would interfere with seal performance and adhesion.
- High pressure sandblast chimney and ring to create a dry, clean surface. Surface shall be clean from dust and moisture.
- Mastic Primer coat shall be applied to clean chimney material and applied in accordance with manufacturer instructions. Coating shall cure for a minimum of 30 minutes or as specified by the manufacturer prior to application of lining
- Lining material shall be applied on top of primer in accordance with manufacturer instructions.
- The primer and lining shall have a finished, dry thickness greater than 120 mils.
- The manhole shall be opened once to install primer and liner to minimize disruptions to traffic.
- NOTE: Concrete must be at least 28 days old with a compressive strength of 3500 psi prior to application of sealant.

NOTE: If the manhole chimney is in such a state of disrepair that it cannot accommodate the proper installation sealer, the Contractor shall make a notation in the comment section of the manhole inspection report to provide the Authority the opportunity to repair or replace it.

C. INSTALLATION OF RAIN DISHES

The work covered under this section includes, but is not limited to all labor, equipment, materials, supervision and any other efforts required to install rain dishes in manholes. Dishes shall be effective in keeping out rain, sand, dirt chemical spills and other materials from entering manhole.

The rain dish shall be Inflow Defender™ manhole inflow dish or equivalent, as approved by the Engineer, consisting of the following:

- The inflow dish body shall be manufactured from high density polyethylene material, comply with UL Standard, 94-HB, and meet all associated ASTM specifications related to Prime HDPE 250. Dish thickness shall be a uniform .125 inches thick. Inflow dish body to be fabricated with molded ribbing members in bowl area for structural integrity. Inflow dish to have smooth radius molded edges for additional strength and prevention of cracking.
- The gasket seal shall be made of closed cell neoprene material and have a pressure sensitive adhesive on one side for adhering to inflow dish body, seating rim. Gasket to be .5 inches wide and shall have a minimum thickness of .125 inches.
- The lift strap shall be made from a woven nylon material, securely adhered to the inflow dish body interior, with a corrosion resistant fastener assembly consisting of no less than two washers with the largest being no smaller than 1.25 inches.
- For proper abatement results, the inflow dish, when installed, must seat fully flush within the manhole frame rim seat area. Frame must be cleaned of all dirt and debris prior to installation.
- Manufacturer shall have five-year warranty on manhole inflow dishes standard. Manufacture date molded into Inflow Dish Body. Gasket Seal does not need to be included in the warranty.
- To ensure proper fit with manholes, inflow dishes will be manufactured to specific measurements field obtained by contractor.

Alternative inflow dish manufacturer must provide engineer with their inflow dish specifications and samples for review and acceptance.

Attachment: Exhibit A - Toho Water Auth Contract (2022-R-71 : Sewer Manhole Evaluation and Need Priorities)

Installation

- Remove manhole cover
- Contractor shall wipe all manhole ring flange area to remove soil and moisture from the interior of ring.
- Measure manhole interior to find smallest diameter.
- Install appropriate rain dish.

A list of manholes receiving rain dishes shall be provided to the Authority.

D. SMOKE TESTING

The Contractor shall furnish all items (labor, equipment, materials and supervision) necessary to complete smoke testing of all assigned basins.

Smoke Testing will be used to determine:

- The sources of entry into the collection system of surface waters (surface inflow) on both public and private property. This includes catch basins, storm sewer or irrigation.
- The sources of entry into the collection system of illegal connections on both public and private property such as downspout connections or industrial connections, yard drains, or cooling water
- The sources of entry into the collection system due to broken or missing cleanouts
- Lost manholes
- Breaks in the main sewers or laterals that leach to the surface
- Contractor shall document each case of improper entry or damage to the collection system and provide a report which will include the physical address, GPS coordinates, a detailed map indicating the breach point and include photographic proof of same to Authority.

Preparations

- Smoke testing of all collections systems may affect occupants of buildings connected to the line being tested. Such factors as defected in the sewer system of buildings, dry traps, defective wax beneath toilets, terminated vents or breaks, missing or unsealed cleanouts of any kind will cause smoke to enter the building. It is imperative to avoid a public relations problem caused by panic or alarm if workers or residents suddenly see smoke in their building.
- Adequate preparation plus notification of all residents by door hanger a minimum of 72 hours in advance of smoke testing shall be the responsibility of the Contractor. All customer notification material must be presented to the Authority for acceptance prior to use.
- It shall be the responsibility of the Contractor to provide adequate notification to the fire department, police department and emergency services of the anticipated smoke testing schedule and to notify the departments at the start of each day in an area to avoid the departments diverting their attention to false alarms caused by smoke testing.
- It shall be the responsibility of the Contractor to insure that all operators who participate in the smoke testing be fully trained and briefed in the handling of residents and business owners who discover smoke in their buildings or in their yards.
- It shall be the responsibility of the contractor to assure that all operators involved in smoke testing be trained that any smoke in a building is an indication of sewer gases from the sewer entering the building and to advise the homeowner that immediate action to correct the problem is needed for the health and safety of the building occupants.

Operation

At the start of each operation, the smoke blower will be located over the manhole. (Smoke testing shall not be conducted on windy or wet days). The blower will be started and liquid smoke will be employed. Smoke bombs are not to be used. As soon as the liquid smoke has been blown into the manhole, the operators and recorders shall be instructed to move out according to pre-arranged plans to canvas the area affected by the smoke testing. Observers will look for smoke rising

Attachment: Exhibit A - Toho Water Auth Contract (2022-R-71 : Sewer Manhole Evaluation and Need Priorities)

from the ground that may indicate:

- The sources of entry into the collection system of surface waters (surface inflow) on both public and private property. This includes catch basins, storm sewer or irrigation.
- The sources of entry into the collection system of illegal connections on both public and private property such as downspout connections or industrial connections, yard drains, or cooling water
- The sources of entry into the collection system due to broken or missing cleanouts
- Lost manholes
- Brakes in the main sewers or laterals that leach to the surface

Observers will pay particular attention to smoke rising around the foundation of the house where the service pipe likely enters the building.

Recording
Contractor shall employ electronic means to document each case of improper entry or damage to the collection system. These electronic means shall embed the collected information directly into the file of each defect to avoid recording errors.

As a minimum, smoke testing observations will include:
- Wastewater lift station basin identifier
- The street address
- GPS coordinates of observation
- A digital photograph illustrating the observation (minimum of 5 megapixel)
- Specific notes to permit follow-up activity (source, reason, location)
- Type of break ("lateral", "manhole", "main")
- Ring & Cover Break ("broken", "alignment", "missing", "seating")
- Lateral Break ("open" or "broken")
- Material Type of Cleanout
- Size of Cleanout (diameter)
- Private or Public

The contractor shall locate the observations along with the recorded information on a detailed map and report to the Authority. Locations and call outs for each defect shall be included on the map. Paint a mark on the street, using green temporary marking chalk, to assist the Authority in finding defects for follow-up activity

Reports will be provided to the Authority no later than 5 business days from the completion of any given section or basin. Reports will be provided in hardcopy and electronic format.

Smoke Test Result Reporting
Contractor shall document each case of improper entry or damage to the collection system and provide best case estimate as to the flow and cost incurred by the Authority as a result of the defect. To accomplish this, the observers will:
- Record the type of defect
- Record the severity of the defect
- Record the topography influencing the defect
- Record the volumes of smoke emanating from the defect

Contractor shall apply the recorded information to generate a detailed report to the Authority which will:
- Estimate the amount of gallons entering the various defects per one-inch rain fall

Attachment: Exhibit A - Toho Water Auth Contract (2022-R-71 : Sewer Manhole Evaluation and Need Priorities)

- Estimate the amount of gallons entering the smoked area per one-inch rain fall
- Estimate the cost to process the inflow entering the various defects per one-inch rain fall
- Estimate the cost to process the inflow entering the smoked area per one-inch rain fall

Provide a detailed estimate of the percentage of inflow and cost to process the inflow, broken down into four categories:

- Lift station
- Chimney Sections
- Ring and Cover
- Laterals

E. INSTALLATION OF CLEANOUT CAPS

The work covered under this section includes, but is not limited to all labor, equipment, materials, supervision and any other efforts required to replace cleanout caps where necessary within the Authority's control.

Minor cleanout repairs, limited to replacement of missing or broken cap, coupling or riser (limited to 12" below grade) can be performed by the Contractor provide the homeowner agrees and signs a release. It is expected that the Contractor will attempt to notify the homeowner and acquire approval to perform the repairs (limited to those identified above).

Where applicable, these locations shall be correlated to smoke test observation locations.

F. INSTALLATION OF CLEANOUT PLUG (Optional Activity)

The Authority may elect to install Cleanout Plugs, in lieu of Cleanout Caps. The Authority's representative will make this decision based on the potential for repeated damage to cleanout caps resulting in continued inflow into the collection system.

The work covered under this section includes, but is not limited to all labor, equipment, materials, supervision and any other efforts required to install LDL® or equivalent plugs in the broken or open cleanouts within the Authority's control during smoke testing.

The plug shall be a LDL® Clean-Out Plug or equivalent consisting of the following:

- Plug body shall be molded, one piece, synthetic urethane polymer material designed to align and seal cleanout.
- Inner seal of plug shall consist of a pvc material fabricated with an internal tapered, beveled seat with a thickness of .187 in and overall height of 1.25 in.
- Plug will not permit gases to escape past it.
- Plug will not permit sewage to flow past it.
- Plug will be removable by utility crews from the surface using embedded hardware molded into the plug body with a corrosion resistant material
- Retrieval hasp and hardware shall be made of corrosion resistant material and shall protrude at least one inch above the plug body and have a thickness of 0.187 in.
- Plug shall have embedded steel to permit surface detection by metal detector.

Installation

- Remove cleanout cap (broken or otherwise).
- Contractor shall wipe all cleanouts to remove soil and moisture from the interior of cleanout stack. All loose materials shall be removed by Contractor as they would interfere with plug.
- Contractor will scuff the interior of stack with a file hone.

Attachment: Exhibit A - Toho Water Auth Contract (2022-R-71 : Sewer Manhole Evaluation and Need Priorities)

- Swab interior scuffed area with PVC cleaner.
- Swab exterior of inner seal ring of plug with PVC cleaner.
- Apply PVC glue to interior walls of cleanout and exterior of inner seal ring of plug.
- With surface tools, slide inner seal ring into appropriate point in cleanout. Align with depth gauge installation tool. Twist to glue in place.
- Let cure for 60 seconds.
- Install plug.

NOTE: If the clean-out stack is in such a state of disrepair that it cannot accommodate the proper installation of the cleanout plug, the Contractor shall make a notation in the comment section of the smoke testing report to provide the Authority the opportunity to repair or replace it.

Where applicable, these locations shall be correlated to smoke test observation locations.

G. REPORT

The Contractor shall furnish all items (labor, equipment, materials and supervision) necessary to complete a project report. The project report will provide the Authority with a record of work completed and observations made throughout the project. A spreadsheet containing the following will be provided as part of the report:

Manholes

- Frame – type, size and general condition of frame and cover
- Chimney – type, general condition and existence of liner in chimney
- Barrel and invert – type, general condition
- Pipes – type, sizes, number of pipes in manholes
- Depth and conditions of manhole, noting any invasion of roots or corrosion in manhole structure

Cleanouts (included for all requiring cap replacement)

- Depth and condition of the cleanout, noting any invasion of roots in service line or damage

The Authority shall provide a map of the collection system within the project area. The map will label each manhole and sewer cleanout with a unique identifier. This identifier shall be used to reference to work performed and observations made.

H. LIFT STATION BASIN INFILTRATION INVESTIGATION

Conduct field investigation to determine the volume of infiltration entering the collection system through structural defects. Identify gravity mains for follow-up CCTV based on upstream and downstream manhole water levels and estimated flow rates. Investigations should be performed during periods of low use – as defined by the Authority's diurnal curves.

Methodology to be used for the investigation shall be documented and followed. Observed data used to reach conclusions or make recommendations must be provided in the report. Recommendation provided in the report should be prioritize in order of significant.

3.3 QUALIFICATIONS OF BIDDER

A. Only responsible Bidders who have knowledge and experience of, and are currently engaged in In-Flow Abatement Services will be considered for award. All work shall be performed by skilled and properly licensed Contractors with a minimum of five (5) years of experience in the respective trade or service. Bidder may submit copies of any other licenses or certificates which further demonstrate his/her capabilities.

Attachment: Exhibit A - Toho Water Auth Contract (2022-R-71 : Sewer Manhole Evaluation and Need Priorities)

B. Bidders must provide evidence of authorization to do business in the State of Florida via registration on Sunbiz or covenant to obtain such authorization prior to award of Contract.

C. To demonstrate qualifications to perform the Work, Bidders must be prepared to submit information including, but not limited to, financial data, previous experience history, references, and evidence of authority to conduct business in the jurisdiction where the Project is located. This information must be received by TWA within ten days of Bidder receiving the written request by the Authority. Submittals requested pursuant to this paragraph is in addition to those required herein.

D. In order to demonstrate competence to perform the work, Bidder shall at minimum, provide the following:
   1. List of public utility clients in Florida (a minimum of five) where similar projects have been completed, including name, address, phone number and position of utility contact. The list shall note the work completed (smoke testing, manhole sealing, manhole inspection/chimney sealing and installation of cleanout caps with the specified products used).
   2. An example of the report provided to a public utility client as a result of performing the work.
   3. Five years of experience applying the specified chimney seal product and examples of completed work.
   4. Referenced projects work must include smoke testing, sealing manhole chimneys, installation of manhole inflow dishes, installation of cleanout caps and creation of an asset inventory/condition report of the manholes.

END OF SECTION 3

Attachment: Exhibit A - Toho Water Auth Contract (2022-R-71 : Sewer Manhole Evaluation and Need Priorities)

SECTION 4

4.0 SPECIAL TERMS AND CONDITIONS

4.1 PRECEDENCE IN TERMS

In the event of a conflict, the Special Terms and Conditions shall take precedence.

4.2 ALTERNATE BIDS NOT ACCEPTED

If two different bids are included in a single envelope, both will be rejected at the bid opening.

4.3 INCURRED EXPENSES

This IFB does not commit the Authority to award a contract, nor shall the Authority be responsible for any cost or expense which may be incurred by the bidder in preparing and submitting the Submittal called for in this IFB, or any cost or expense incurred by the bidder prior to the execution of a contract agreement.

4.4 BANKRUPTCY/INSOLVENCY

At the time of bid submittal, the Successful bidder shall not be in the process of or engaged in any type of proceedings in insolvency or bankruptcy, either voluntary or involuntary, or in receivership proceedings. If the Successful bidder is awarded a contract for six (6) months or longer, and files for bankruptcy, insolvency or receivership, the Authority may, at its option, terminate and cancel said contract, in which event all rights hereunder shall immediately cease and terminate.

4.5 INDEPENDENT CONTRACTOR STATUS AND COMPLIANCE WITH THE IMMIGRATION REFORM AND CONTROL ACT OF 1986

The Contractor is and shall remain an independent Contractor and is neither agent, employee, partner, or joint venture, of the Authority. Contractor acknowledges that it is responsible for complying with the provisions of the Immigration Reform and Control Act of 1986 located at 8 U.S.C. 1324 et. Seq., and regulations relating thereto, as either may be amended from time to time. Failure to comply with the above provisions shall be considered a material breach and shall be grounds for immediate termination of the contract, at the discretion of the Authority.

4.6 INVOICE/PAYMENT

Invoices for payment shall be emailed to the Toho Water Authority at accountspayable@tohowater.com. The Authority will endeavor to make a payment on a correct invoice within 30 days after receipt of an invoice acceptable to the Authority. The Contractor shall submit invoices upon acceptance by the Authority. Invoices shall include, but are not limited to the following:

- Contractor's name
- Contractor's address and phone number
- The Authority's Purchase Order Number and Contract Number
- Date of delivery
- Itemized description and contract pricing

4.7 CERTIFICATE OF INSURANCE

Before performing any contract work, the Successful Bidder shall procure and maintain, during the life of the contract, unless otherwise specified, insurance listed below. The policies of insurance shall be primary and written on forms acceptable to the Authority and placed with insurance carriers approved and licensed by the Insurance Department in the State of Florida and meet a minimum financial AM Best

Attachment: Exhibit A - Toho Water Auth Contract (2022-R-71 : Sewer Manhole Evaluation and Need Priorities)

Company rating of no less than "A – Excellent: FSC VII." No changes are to be made to these specifications without prior written specific approval by the Authority Procurement Services Department.

A. **Worker's Compensation:** The Successful bidder will provide Worker's Compensation coverage for all employees at the site location and in case any work is subcontracted, will require the successful Offeror to provide Worker's Compensation for all his employees. The limits will be statutory for Worker's Compensation and $1,000,000.00 for Employer's Liability.
B. **Comprehensive General Liability:** The Successful bidder will provide for all operations including, but not limited to Contractual and Products Completed Operations. The limits will not be less than $1,000,000.00.
C. **Comprehensive Automobile Liability:** The Successful Offeror will provide coverage for all owned and non-owned vehicles for limits not less than $1,000,000.00.
D. **Umbrella Liability:** The Successful bidder will provide an umbrella in excess to the coverage in paragraphs B and C of not less than $1,000,000.00.
E. **Hazardous Materials Insurance**: For the purpose of this section, the term "hazardous materials" includes all materials and substances that are now designated or defined as hazardous by Florida or Federal law or by the rules and regulations of Florida or any Federal Agency. If the work being performed involves hazardous materials, the need to procure and maintain any or all of the following coverage will be specifically addressed upon review of exposure. However, if hazardous materials are identified while carrying out this contract, no further work is to be performed in the area of the hazardous material until the Authority has been consulted as to the potential need to procure and maintain any or all of the following coverage through an addendum to the contract.

The Authority shall retain the right to review, at any time, coverage from, and amount of insurance. The procuring of required policies of insurance shall not be construed to limit the Contractor liability or to fulfill the indemnification provisions and requirement s of this Contract. The Contractor shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this Contract and shall be solely responsible for the payment of all deductibles and retentions to which such policies are subject, whether or not the Authority is an insured under this policy.

Contract award will be subject to compliance with the insurance requirements. Certificates of insurance evidencing coverage and compliance with the conditions to this Contract, and showing the Authority's proposal number, if any, and description of work, and copies of all endorsements are to be furnished to the Authority's Procurement Services Department prior to commencement of work, and a minimum of ten (10) calendar days after the expiration of the insurance contract when applicable. All insurance certificates shall be received by the Authority's Procurement Services Department before the Contractor shall commence or continue to work.

All policies required by this Contract, with the exception of Professional Liability and Workers' Compensation, or unless specific approval is given by the Authority, are to be written on an occurrence basis, shall name the Authority as additional insured as their interest may appear under this Contract.

END OF SECTION 4

Attachment: Exhibit A - Toho Water Auth Contract (2022-R-71 : Sewer Manhole Evaluation and Need Priorities)

SECTION

2

PROPOSAL

USSI
752 COMMERCE DR. SUITE 15
VENICE, FL 34292
941-926-2646 **USSIUSA.COM**

Attachment: Exhibit A - Toho Water Auth Contract (2022-R-71 : Sewer Manhole Evaluation and Need Priorities)

SECTION 6
REVISED BID FORM

DATE: March 30th, 2020

Have you supplied all the Submittal Requirements outlined below?

- [X] One (1) completed original and two (2) copies of the Bid submittal, plus CD or memory stick
- [X] Any addenda pertaining to this solicitation
- [X] Drug Free Certification
- [X] List of five (5) References
- [X] List of Possible Subcontractors (**Not allowed for this bid.**)
- [X] Certificate(s) of Insurance (evidencing coverage as required)
- [X] Copy of proper professional licenses or credentials including your local business tax receipt
- [ ] Bidder Qualifications per Section 3.4

All costs related to the performance of all the work outlined, excluding permits and fees, shall be included in the bid pricing.

	Item/Description	Qty.	Unit	Unit Price	Extended Price
1	Mobilization &Demobilization	1	Lump Sum	$1500.00	$1500.00
2	Indemnification	1	Lump Sum	$100.00	$100.00
3	General Requirements, Bonds, Permits	1	Lump Sum	$100.00	$100.00
4	Maintenance of Traffic	1	Lump Sum	$100.00	$100.00
5	Smoke Testing and Report Preparation	160,000	Linear Foot	$.34	$54,400.00
6	Seal Manhole Chimneys	801	Each	$330.00	$264,330.00
7	Insert Dishes into Manholes	801	Each	$35.50	$28,435.50
8	Replace Cleanout Caps				
	8a. 6-inch cleanout riser pipes	80	Each	$10.00	$800.00
	8b. 4-inch cleanout riser pipes	721	Each	$5.00	$3,605.00
9	Install Cleanout Pipes				
	9a. 6-inch cleanout riser pipes	67	Each	$129.00	$8,643.00
	9b. 4-inch cleanout riser pipes	608	Each	$86.00	$52,288.00
10	LS Basin Report	160,000	Linear Feet.	$.25	$40,000.00
11	Lift Station Area Infiltration Investigation	80,000	Linear Feet	$.13	$10,400
	TOTAL BASE BID				$464,701.50

Total Base Bid in Words:
Four Hundred Sixty Four Thousand Seven Hundred One Dollars And Fifty Cents

Attachment: Exhibit A - Toho Water Auth Contract (2022-R-71 : Sewer Manhole Evaluation and Need Priorities)

A. To accept the stipulation of all Terms and Conditions and Specifications including delivery and other provisions.
B. To enter into and execute a Contract if awarded on the basis of this Bid.
C. To accomplish the work in accordance with the Bid documents and Specifications.

Failure of the Bidder to provide pricing for all unit priced items and/or the Base Bid and ALL requested Additive/deductive bid items, or alternate bids, may be cause for rejection of the bid as non-responsive.

☑ We do not take exception to the Scope of Work

☐ We take exception to the Scope of Work as follows:

_____

_____

_____

The Authority reserves the right to reject any or all bids, to waive informalities, and to accept all or any part of any bid as they may deem to be in the best interest of the Authority.

The Undersigned Agrees:

A. To accept the stipulation of all Terms and Conditions and Specifications including delivery and other provisions.
B. To enter into and execute a Contract if awarded on the basis of this Bid.
C. To accomplish the work in accordance with the Bid documents and Specifications.

Company Name: USSI LLC

Address: 752 Commerce Drive Suite 15

City: Venice State: FL Zip: 34292

Print Name: Eric McRoberts Title: Business Development

Telephone: 941-725-2123 Fax: 941-926-8917 Email: eric@ussiusa.com

Federal Tax ID: 65-0891727

Signature: Eric McRoberts Date: 3-30-2020

END OF SECTION 6

Attachment: Exhibit A - Toho Water Auth Contract (2022-R-71 : Sewer Manhole Evaluation and Need Priorities)

SECTION

3

AWARD

USSI
752 COMMERCE DR. SUITE 15
VENICE, FL 34292
941-926-2646 **USSIUSA.COM**

Attachment: Exhibit A - Toho Water Auth Contract (2022-R-71 : Sewer Manhole Evaluation and Need Priorities)

IN WITNESS WHEREOF, the Parties hereto, by their duly authorized representatives, have executed this Agreement effective the 27th day of May, 2020.

USSI, LLC

By: _____
Print Name: Dion Vlasak
Title: CEO

Attest: _____
Print Name: Eric McRoberts
Address: 752 Commerce Drive Suite 15
Venice FL 34292

TOHOPEKALIGA WATER AUTHORITY

By: _____
Print Name: Todd P. Swingle
Title: Executive Director

Attest: _____
Print Name: Anthony J. Cotter
Title: General Counsel
Address: 951 Martin Luther King Blvd.
Kissimmee, Florida 34741

STATE OF Florida
COUNTY OF Sarasota

The foregoing instrument was executed before me by means of [ ] physical presence or [ ] online notarization this 7 day of May, 2020, by Dion Vlasak as CEO of USSI, LLC., a Florida limited liability company, on behalf of the company who is personally known to me OR has produced Florida Driver's License as identification.

ASHLEY M MARCOTTE
Notary Public - State of Florida
Commission # GG 960656
My Comm. Expires Feb 20, 2024

Signature: _____
Print Name: Ashley M Marcotte
NOTARY PUBLIC, State of Florida
My Commission Expires: Feb. 20, 2024

(Stamp)

Attachment: Exhibit A - Toho Water Auth Contract (2022-R-71 : Sewer Manhole Evaluation and Need Priorities)

FIRST AMENDMENT
to
AGREEMENT
for
IN-FLOW ABATEMENT SERVICES
(IFB-20-076)

THIS FIRST AMENDMENT TO AGREEMENT FOR IN-FLOW ABATEMENT SERVICES (IFB-20-076) is made by and between Tohopekaliga Water Authority, an independent special district established and created pursuant to Chapter 189, Florida Statutes, by special act of the Florida Legislature, whose mailing address is 951 Martin Luther King Boulevard, Kissimmee, Florida 34741 (the "AUTHORITY or TOHO") and USSI, LLC, a Florida limited liability company, whose mailing address is 752 Commerce Drive, Suite 15, Venice, Florida 34292 (the "CONTRACTOR"). The AUTHORITY and the CONTRACTOR may individually be referred to as a "Party" and collectively as the "Parties."

W I T N E S S E T H:

WHEREAS, on May 27, 2020, the Board of Supervisors (the "Board") approved an agreement with the CONTRACTOR for the provision of in-flow abatement services (the "Services") under Agreement IFB-20-076 (the "Original Agreement"); and

WHEREAS, the AUTHORITY desires to continue receiving the Services provided by the CONTRACTOR under the Original Agreement; and

WHEREAS, pursuant to Section 25, entitled "Modifications," the Original Agreement may be modified by way of a written instrument, mutually accepted by the Parties; and

WHEREAS, the Parties have agreed to enter into this First Amendment to amend the Original Agreement, as more specifically set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and provisions contained herein, the Parties agree as follows:

1. The unit price list set forth in the Exhibit "B" to the Original Agreement shall be repealed and replaced with the revised Exhibit "B," a copy of which is attached and incorporated herein by reference.

2. Section 30, entitled "Employment Eligibility Verification (E-Verify)," shall be repealed and replaced to read as follows:

Attachment: Exhibit A - Toho Water Auth Contract (2022-R-71 : Sewer Manhole Evaluation and Need Priorities)

SECTION 30. EMPLOYMENT ELIGIBLITY VERIFICATION (E-VERIFY)

a) As a condition precedent to entering into this Agreement, and in compliance with Section 448.095, Florida Statutes, the CONTRACTOR and its subcontractors shall register with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021.

b) The CONTRACTOR shall require each of its subcontractors to provide the CONTRACTOR with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with any unauthorized alien. The CONTRACTOR shall maintain a copy of the subcontractor's affidavit as part of and pursuant to the record retention requirements of this Agreement.

c) The CONTRACTOR or any subcontractor who has a good faith belief that a person or entity with which it is contracting knowingly violated Section 448.09(1), Florida Statutes, or the provisions of this section, shall terminate the contract with the person or entity.

d) The AUTHORITY upon good faith belief that a subcontractor knowingly violated the provisions of this section, but the CONTRACTOR otherwise complied, shall promptly notify the CONTRACTOR and the CONTRACTOR shall immediately terminate the contract with the subcontractor.

e) A contract terminated under the provisions of this section is not a breach of contract and may not be considered as such. Any contract terminated under the provisions of this section may be challenged pursuant to Section 448.095(2), Florida Statutes. The CONTRACTOR acknowledges that upon termination of this Agreement by the AUTHORITY for a violation of this section by the CONTRACTOR, the CONTRACTOR may not be awarded a public contract for at least one (1) year. The CONTRACTOR further acknowledges that the CONTRACTOR is liable for any additional costs incurred by the AUTHORITY as a result of any contract for a violation of this section.

f) **Subcontracts.** The CONTRACTOR or subcontractor shall insert in any subcontracts the clauses set forth in this section, including this subsection, requiring the subcontractors to include these clauses in any lower tier subcontracts. The CONTRACTOR shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

g) Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security website: http://www/dhs/gov/E-verify.

3. The changes set forth herein shall become effective upon this First Amendment being executed by both Parties.

Attachment: Exhibit A - Toho Water Auth Contract (2022-R-71 : Sewer Manhole Evaluation and Need Priorities)

4. All of the terms and conditions of the Original Agreement, not otherwise revised or amended in this First Amendment, and any subsequent amendment(s) shall remain in full force and effect. To the extent of any conflict between this First Amendment and the Original Agreement, the terms of this First Amendment shall prevail.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]
[SIGNATURES ON FOLLOWING PAGE]

Attachment: Exhibit A - Toho Water Auth Contract (2022-R-71 : Sewer Manhole Evaluation and Need Priorities)

IN WITNESS WHEREOF, the Parties hereto, by their duly authorized representatives, have executed this First Amendment effective the 11 day of May, 2022.

USSI, LLC, a Florida limited liability company

By: _____
Print Name: Dion Vlasak
Title: CEO

Attest: _____
Print Name: Eric McRoberts
Title: VP Sales + Marketing
Address: 752 Commerce Drive #C
Venice FL 34292

TOHOPEKALIGA WATER AUTHORITY

By: _____
Print Name: Hector Lizasuain
Title: Board of Supervisors, Chairman

Attest: _____
Print Name: William Land
Title: Board of Supervisors, Secretary
Address: 951 Martin Luther King Blvd.
Kissimmee FL 34741

STATE OF Florida
COUNTY OF Sarasota

The foregoing instrument was executed before me by means of [X] physical presence or [ ] online notarization, this 02 day of May, 2022 by Wendy Bautista as Dion Vlasak of USSI, LLC, a Florida limited liability company, on behalf of the company, who is [ ] personally known to me OR [X] has produced Florida Driver License as identification.

_____
Notary Public, State of Florida

(Stamp)

WENDY BAUTISTA
Notary Public - State of Florida
Commission # HH 174843
My Comm. Expires Sep 12, 2025
Bonded through National Notary Assn.

Attachment: Exhibit A - Toho Water Auth Contract (2022-R-71 : Sewer Manhole Evaluation and Need Priorities)

EXHIBIT "B"

Revised Unit Price List

Attachment: Exhibit A - Toho Water Auth Contract (2022-R-71 : Sewer Manhole Evaluation and Need Priorities)

EXHIBIT B

SECTION 6
REVISED BID FORM

DATE: April 19, 2022

Have you supplied all the Submittal Requirements outlined below?

☒ One (1) completed original and two (2) copies of the Bid submittal, plus CD or memory stick

☒ Any addenda pertaining to this solicitation

☒ Drug Free Certification

☒ List of five (5) References

☒ List of Possible Subcontractors **(Not allowed for this bid.)**

☒ Certificate(s) of Insurance (evidencing coverage as required)

☒ Copy of proper professional licenses or credentials including your local business tax receipt

☐ Bidder Qualifications per Section 3.4

All costs related to the performance of all the work outlined, excluding permits and fees, shall be included in the bid pricing.

	Item/Description	Qty.	Unit	Unit Price	Extended Price
1	Mobilization &Demobilization	1	Lump Sum	$ 1,605.00	$ 1,605.00
2	Indemnification	1	Lump Sum	$ 107.00	$ 107.00
3	General Requirements, Bonds, Permits	1	Lump Sum	$ 107.00	$ 107.00
4	Maintenance of Traffic	1	Lump Sum	$ 107.00	$ 107.00
5	Smoke Testing and Report Preparation	160,000	Linear Foot	$ .36	$ 57,600.00
6	Seal Manhole Chimneys	801	Each	$ 353.10	$ 282,833.00
7	Insert Dishes into Manholes	801	Each	$ 37.98	$ 30,421.98
8	Replace Cleanout Caps				
	8a. 6-inch cleanout riser pipes	80	Each	$ 10.70	$ 856.00
	8b. 4-inch cleanout riser pipes	721	Each	$ 5.35	$ 3,857.35
9	Install Cleanout Pipes				
	9a. 6-inch cleanout riser pipes	67	Each	$ 138.03	$ 9,248.01
	9b. 4-inch cleanout riser pipes	608	Each	$ 92.02	$ 55,948.16
10	LS Basin Report	160,000	Linear Feet.	$ .27	$ 43,200.00
11	Lift Station Area Infiltration Investigation	80,000	Linear Feet	$ .14	$ 11,200.00
	TOTAL BASE BID				$ 497,090.50

Total Base Bid in Words:

Four Hundred Ninety Seven Thousand Ninety Dollars and Fifty Cents

Attachment: Exhibit A - Toho Water Auth Contract (2022-R-71 : Sewer Manhole Evaluation and Need Priorities)

The Undersigned Agrees:

A. To accept the stipulation of all Terms and Conditions and Specifications including delivery and other provisions.
B. To enter into and execute a Contract if awarded on the basis of this Bid.
C. To accomplish the work in accordance with the Bid documents and Specifications.

Failure of the Bidder to provide pricing for all unit priced items and/or the Base Bid and ALL requested Additive/Deductive bid items, or alternate bids, may be cause for rejection of the bid as non-responsive.

☐ We do not take exception to the Scope of Work

☐ We take exception to the Scope of Work as follows:

_____
_____
_____

The Authority reserves the right to reject any or all bids, to waive informalities, and to accept all or any part of any bid as they may deem to be in the best interest of the Authority.

The Undersigned Agrees:

A. To accept the stipulation of all Terms and Conditions and Specifications including delivery and other provisions.
B. To enter into and execute a Contract if awarded on the basis of this Bid.
C. To accomplish the work in accordance with the Bid documents and Specifications.

Company Name: _____

Address: _____

City_____ State: _____ Zip: _____

Print Name_____ Title: _____

Telephone: _____Fax: _____Email: _____

Federal Tax ID: _____

Signature: _____Date: _____

Attachment: Exhibit A - Toho Water Auth Contract (2022-R-71 : Sewer Manhole Evaluation and Need Priorities)

Attachment: Exhibit A - Toho Water Auth Contract (2022-R-71 : Sewer Manhole Evaluation and Need Priorities)

SECTION

4

CONTRACT

USSI
752 COMMERCE DR. SUITE 15
VENICE, FL 34292
941-926-2646 **USSIUSA.COM**

IFB-20-076
AGREEMENT
for
IN-FLOW ABATEMENT SERVICES

THIS AGREEMENT FOR IN-FLOW ABATEMENT SERVICES (the "Agreement") is made and entered between Tohopekaliga Water Authority, an independent special district established and created pursuant to Chapter 189, Florida Statutes, by special act of the Florida Legislature, 951 Martin Luther King Boulevard, Kissimmee, Florida 34741 (the "AUTHORITY" or "TWA") and USSI, LLC, a limited liability company, whose mailing address is 752 Commerce Drive, Suite 15, Venice, FL 34292 (the "CONTRACTOR"). The AUTHORITY and CONTRACTOR may be individually referred to as a "Party" or collectively as the "Parties."

WITNESSETH:

WHEREAS, the AUTHORITY has competitively solicited for in-flow abatement services pursuant to IFB-20-076 (the "Solicitation"); and

WHEREAS, the CONTRACTOR has exhibited by its response to the Solicitation, a copy of which is attached and incorporated by reference as Exhibit "A," that it is capable of providing the required services; and

WHEREAS, the Parties hereto have agreed to the terms and conditions, as set forth herein based on the Solicitation.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and provisions contained herein, the Parties agree as follows:

SECTION 1. TERM.

The term of this Agreement shall become effective on May 13, 2020 and continue through May 12, 2023, unless otherwise terminated by either Party. This Agreement may be renewed for one (1) additional two (2) year period, subject to written agreement executed by both Parties.

SECTION 2. SCOPE OF SERVICES.

The CONTRACTOR shall provide the services and accessories, as more specifically listed in **Exhibit "A"** (collectively the "Services") based upon the unit prices, as set forth in the CONTRACTOR's original bid, a copy of which is attached and incorporated by reference as Exhibit "B" (the "Original Bid").

SECTION 3. OBLIGATIONS OF THE CONTRACTOR.

Obligations of the CONTRACTOR shall include, but not be limited to, the following:

Attachment: Exhibit A - Toho Water Auth Contract (2022-R-71 : Sewer Manhole Evaluation and Need Priorities)

A. The CONTRACTOR shall provide and pay for all labor, tools, materials, permits, equipment, transportation, supervision, and any and all other items or services, of any type whatsoever, which are necessary to fully complete and deliver the Services requested by the AUTHORITY. The CONTRACTOR shall not have the authority to create, or cause to be filed, any liens for labor and/or materials on, or against, the AUTHORITY, or any property owned by the AUTHORITY. Any such lien, attachment, or encumbrance, until removed, shall preclude any and all claims or demands by the CONTRACTOR for any payment expected by virtue of this Agreement.

B. The CONTRACTOR will ensure that all of its employees, agents, sub-contractors, representatives, volunteers, and the like, fully comply with all of the terms and conditions set forth herein, when providing Services for the AUTHORITY under this Agreement.

C. The CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences, safety programs, and procedures necessary to complete the work, properly and fully, as set forth in the Scope of Services.

D. The CONTRACTOR shall maintain an adequate and competent staff, and shall remain authorized to do business within the State of Florida for the term of this Agreement, including renewals. The CONTRACTOR may subcontract the services requested by the AUTHORITY, with prior written approval from AUTHORITY; however, the CONTRACTOR shall remain fully responsible for the satisfactory completion of all subcontracted work.

SECTION 4. STANDARD OF CARE.

A. The CONTRACTOR has represented to the AUTHORITY that it possesses a level of knowledge, experience, and expertise that is commensurate with firms in the areas of practice required for the Services provided under this Agreement. By executing this Agreement, the CONTRACTOR agrees that the CONTRACTOR will exercise that degree of care, knowledge, skill, and ability as any other similarly situated contractor possessing the degree of skill, knowledge, experience, and expertise within the local area, working on similar activities. The CONTRACTOR shall perform the requested Services in an efficient manner, consistent with the AUTHORITY's stated Scope of Services and industry standards.

B. The CONTRACTOR covenants and agrees that it and its employees, agents, sub-contractors, representatives, volunteers, and the like, shall be bound by the same standards of conduct as stated above.

SECTION 5. COMPENSATION.

A. The amount paid under this Agreement for acceptable performance of in-flow

Attachment: Exhibit A - Toho Water Auth Contract (2022-R-71 : Sewer Manhole Evaluation and Need Priorities)

abatement services, as described in **Exhibit "A",** shall not exceed Five Hundred Thousand Dollars ($500,000.00) for the term of this Agreement, based on the unit prices specified in Original Bid (**Exhibit "B").**

B. Compensation for Services completed by the CONTRACTOR shall be paid in accordance with section 218.70, Florida Statutes, Florida's Prompt Payment Act.

C. Services performed in accordance with this Agreement are subject to the annual appropriation of funds by the AUTHORITY. The AUTHORITY reserves the right, in its sole discretion, to forego use of the CONTRACTOR for any project that may fall within the Scope of Services listed herein. In the event the AUTHORITY is not satisfied with the Services provided by the CONTRACTOR, the AUTHORITY will hold any amounts due until the CONTRACTOR has appropriately addressed the problem to the satisfaction of the AUTHORITY.

SECTION 6. TERMINATION.

The AUTHORITY may terminate this Agreement, with or without cause, upon thirty (30) days written notice to CONTRACTOR prior to the effective date of such cancellation.

SECTION 7. TERMINATION FOR CAUSE.

The AUTHORITY may terminate this Agreement, without further obligation, upon written notice to the CONTRACTOR if the CONTRACTOR breaches any material term of the Agreement and such breach remains uncured for thirty (30) days after receipt of said notice.

SECTION 8. PAYMENT WHEN SERVICES ARE TERMINATED.

A. In the event of termination of this Agreement by the AUTHORITY, and not due to the fault of the CONTRACTOR, the AUTHORITY shall compensate the CONTRACTOR for all authorized Services performed prior to the effective date of termination.

B. In the event of termination of this Agreement due to the fault of the CONTRACTOR, or at the written request of the CONTRACTOR, the AUTHORITY shall compensate the CONTRACTOR for all authorized Services completed, prior to the effective date of termination, which have resulted in a usable product or otherwise tangible benefit to the AUTHORITY. All such payments shall be subject to an offset for any damages incurred by the AUTHORITY resulting from any delay occasioned by early termination. The CONTRACTOR shall in no way construe this provision as the AUTHORITY's sole available remedy in the event of breach by the CONTRACTOR.

SECTION 9. INSURANCE.

A. The CONTRACTOR shall procure and maintain the following types of insurance,

Attachment: Exhibit A - Toho Water Auth Contract (2022-R-71 : Sewer Manhole Evaluation and Need Priorities)

with the respective limits, and shall provide proof of the same to the AUTHORITY, in the form of a Certificate of Insurance prior to the start of any work hereunder:

1. Worker's Compensation: The CONTRACTOR shall provide Worker's Compensation coverage for all employees at the site location and in the case any work is subcontracted, shall require the subcontractor to provide Worker's Compensation for all its employees. The limits shall be statutory for Worker's Compensation and $1,000,000.00 for Employer's Liability.

2. Commercial General Liability: The CONTRACTOR shall provide for all operations including, but not limited to, Contractual and Products Completed Operations. The limits shall not be less than $1,000,000.00.

3. Comprehensive Automobile Liability: The CONTRACTOR shall provide coverage for all owned and non-owned vehicles with limits not less than $1,000,000.00.

4. Umbrella Liability: The CONTRACTOR shall provide an umbrella policy in excess to the coverage provided for in the above paragraphs of not less than $1,000,000.00.

B. The CONTRACTOR shall name "Tohopekaliga Water Authority" as a certificate holder and as additional insured, to the extent of the Services provided hereunder, on all required insurance policies, except for Worker's Compensation policy, and provide the AUTHORITY with proof of the same.

C. The CONTRACTOR, and any authorized sub-contractor(s), shall provide the AUTHORITY's Procurement Services with a Certificate of Insurance evidencing such coverage for the duration of this Agreement. The Certificate of Insurance shall be dated and show:

1. The name of the insured CONTRACTOR;
2. The specified job by name and job number;
3. The name of the insurer;
4. The number of the policy;
5. The effective date;
6. The termination date;
7. A statement that the insurer will mail notice to the AUTHORITY at least thirty (30) days prior to any material changes in the provisions or cancellation of the policy; and
8. A waiver of subrogation in favor of the AUTHORITY.
9. Coverage shall be primary and non-contributory.

D. Receipt of certificates or other documentation of insurance or policies, or copies of policies by the AUTHORITY, or by any of its representatives, which indicates less coverage than is required, does not constitute a waiver of the CONTRACTOR's obligation to fulfill the insurance requirements specified herein.

Attachment: Exhibit A - Toho Water Auth Contract (2022-R-71 : Sewer Manhole Evaluation and Need Priorities)

E. The CONTRACTOR shall ensure that any sub-contractor(s), hired to perform any of the duties contained in the Scope of Services of this Agreement, procure and maintain the same insurance requirements set forth herein. In addition, the CONTRACTOR shall maintain proof of the same on file and make readily available upon request by the AUTHORITY.

SECTION 10. AUTHORITY OBLIGATIONS.

At the CONTRACTOR's request, the AUTHORITY agrees to provide, at no cost to the AUTHORITY, all pertinent information known to be available to the AUTHORITY to assist the CONTRACTOR in providing and performing the required Services.

SECTION 11. DOCUMENTS CONSTITUTING ENTIRE AGREEMENT.

The following documents are hereby incorporated and made part of this Agreement:

1. Exhibit A – Solicitation document IFB-20-076.
2. Exhibit B – Original bid submitted by Contractor

In the event of a conflict between the covenants, terms, and/or provisions of this Agreement and Exhibit "A," the provisions of this Agreement shall take precedence.

SECTION 12. APPLICABLE LAW, VENUE, JURY TRIAL.

The laws of the State of Florida shall govern all aspects of this Agreement. In the event it becomes necessary for either Party to initiate legal action regarding this Agreement, venue shall lie in Osceola County, Florida. The Parties hereby 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.

In all respects, this Agreement is governed by and construed in accordance with the laws of the State of Florida without giving effect to any choice of law rules thereof that may direct the application of the laws of another jurisdiction.

SECTION 13. PUBLIC RECORDS COMPLIANCE.

A. If the Contractor has questions regarding the application of Chapter 119, Florida Statutes, to the Contractor's duty to provide public records relating to this Agreement, contact the custodian of public records at the following:

Records Retention

Attachment: Exhibit A - Toho Water Auth Contract (2022-R-71 : Sewer Manhole Evaluation and Need Priorities)

951 Martin Luther King Blvd.
Kissimmee, Florida 34741
(407) 483-3822
publicrecordsrequests@tohowater.com

B. The CONTRACTOR understands that by virtue of this Agreement all of its documents, records and materials of any kind, relating to the relationship created hereby, shall be open to the public for inspection in accordance with Florida law. If CONTRACTOR shall act on behalf of the AUTHORITY, as provided under section 119.011(2), Florida Statutes, as amended, the CONTRACTOR, subject to the terms of section 287.058(1) (c), Florida Statutes, as amended, and any other applicable legal and equitable remedies, shall:

1) Keep and maintain public records that ordinarily and necessarily would he required by the AUTHORITY in order to perform the Service; and
2) Provide the public with access to public records on the same terms and conditions that the AUTHORITY would provide the records and at a cost that does not exceed the cost provided by Florida law; and
3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and
4) Meet all requirements for retaining public records and transfer, at no cost, to the AUTHORITY all public records in possession of the CONTRACTOR upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirement. All records stored electronically must be provided to the AUTHORITY in a format that is compatible with the information technology systems of the AUTHORITY; and
5) If the CONTRACTOR does not comply with a public records request, the AUTHORITY shall enforce the contract provisions in accordance with the Agreement.

SECTION 14. INDEPENDENT CONTRACTOR.

This Agreement does not create an employee/employer relationship between the Parties. It is the Parties' intention that the CONTRACTOR, its employees, sub-contractors, representatives, volunteers, and the like, will be an independent contractor, and not an employee of the AUTHORITY for all purposes including, but not limited to, the application of the following, as amended: the Fair Labor Standards Act minimum wage and overtime payments; the Federal Insurance Contribution Act; the Social Security Act; the Federal Unemployment Tax Act; the provisions of the Internal Revenue Code; the State of Florida revenue and taxation laws; the State of Florida workers' compensation laws; the State of Florida unemployment insurance laws; and the Florida Retirement System benefits. The CONTRACTOR will retain sole and absolute discretion in the judgment of the manner and means of carrying out the CONTRACTOR's activities and responsibilities hereunder.

Attachment: Exhibit A - Toho Water Auth Contract (2022-R-71 : Sewer Manhole Evaluation and Need Priorities)

SECTION 15. APPLICABLE LICENSING.

The CONTRACTOR, at its sole expense, shall obtain all required federal, state, and local licenses, occupational and otherwise, required for successfully providing the Services set forth herein.

SECTION 16. COMPLIANCE WITH ALL LAWS.

The CONTRACTOR, at its sole expense, shall comply with all laws, ordinances, judicial decisions, orders, and regulations of federal, state, AUTHORITY, and municipal governments, as well as their respective departments, commissions, boards, and officers, which are in effect at the time of execution of this Agreement or are adopted at any time following the execution of this Agreement.

SECTION 17. INDEMNIFICATION.

To the fullest extent permitted by law, the CONTRACTOR shall defend, indemnify, and hold harmless the AUTHORITY, its officials, agents, and employees from, and against, any and all claims, suits, judgments, demands, liabilities, damages, costs, and expenses (including, but not limited to, attorneys' fees, paralegals' fees, consultants' fees, and costs at all administrative. Pretrial, trial, and appellate levels) of any kind or nature whatsoever, arising directly or indirectly out of or caused, in whole or part, by any act or omission of the CONTRACTOR or its subcontractors (if any), anyone directly or indirectly employed by them, or anyone for whose acts any of them may be liable.

SECTION 18. SOVEREIGN IMMUNITY.

The AUTHORITY expressly retains all rights, benefits and immunities of sovereign immunity, in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any section, article, or paragraph of this Agreement to the contrary, nothing in this Agreement shall be deemed as a waiver of the sovereign immunity or the limits of liability, which may have been or may be adopted by the Florida Legislature, and the cap on the amount and type of liability of AUTHORITY for damages, attorney fees and costs, regardless of the number or nature of claims in tort, equity or contract, which shall not exceed the dollar amount for tort, as set by the Florida Legislature. Nothing in this Agreement shall inure to the benefit of any third party for allowing any claim against the AUTHORITY, otherwise barred under the Doctrine of Sovereign Immunity or operation of law.

SECTION 19. BANKRUPTCY OR INSOLVENCY.

If the CONTRACTOR shall file a Petition in Bankruptcy, or if the same shall be adjudged bankrupt or insolvent by any Court; or if a receiver of the property of the CONTRACTOR shall be appointed in any proceeding brought by or against the CONTRACTOR; or if the CONTRACTOR shall make an assignment for the benefit of creditors; or proceedings shall be commenced on or against the CONTRACTOR's operations of the premises, the AUTHORITY may terminate this Agreement immediately notwithstanding the notice requirements of Section 6 hereof.

Attachment: Exhibit A - Toho Water Auth Contract (2022-R-71 : Sewer Manhole Evaluation and Need Priorities)

SECTION 20. BINDING EFFECT.

This Agreement shall be binding upon and inure to the benefit of the Parties hereto, their heirs, personal representatives, successors, and/or assigns.

SECTION 21. ASSIGNMENT.

This Agreement shall only be assignable by the CONTRACTOR upon the express written consent of the AUTHORITY.

SECTION 22. SEVERABILITY.

All clauses found herein shall act independently of each other. If any provision of this Agreement is held to be invalid, void, or otherwise unenforceable, by a court of competent jurisdiction, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

SECTION 23. WAIVER.

Failure of the Parties to insist upon strict performance of any of the covenants, terms, provisions, or conditions of this Agreement, or to exercise any right or option herein contained, shall not be construed as a waiver or a relinquishment for the future of any such covenant, term, provision, condition, or right of election, which same shall remain in full force and effect.

SECTION 24. NOTICE.

The Parties hereto agree and understand that written notice, mailed or delivered to the last known mailing address, shall constitute sufficient notice to the AUTHORITY and the CONTRACTOR. All notices required and/or made pursuant to this Agreement, given to the AUTHORITY and the CONTRACTOR, shall be in writing and provided by way of the United States Postal Service, first class mail, postage prepaid, addressed to the following addresses of record:

AUTHORITY: Toho Water Authority
Attention : Procurement Services (Warehouse)
1628 S. John Young Parkway
Kissimmee, Florida 34741

CONTRACTOR: USSI, LLC
752 Commerce Drive Suite 15
Venice, FL 34292

SECTION 25. MODIFICATION

The covenants, terms, and provisions of this Agreement may be modified by way of a written instrument, mutually accepted by the Parties hereto. In the event of a conflict between the

Attachment: Exhibit A - Toho Water Auth Contract (2022-R-71 : Sewer Manhole Evaluation and Need Priorities)

covenants, terms, and/or provisions of this Agreement and any written Amendment(s) hereto, the provisions of the latest executed instrument shall take precedence.

SECTION 26. HEADINGS.

All headings of the sections, exhibits, and attachments contained in this Agreement are for the purpose of convenience only and shall not be deemed to expand, limit or change the provisions contained in such sections, exhibits, and attachments.

SECTION 27. ADMINISTRATIVE PROVISIONS.

In the event the AUTHORITY issues a purchase order, memorandum, letter, or any other instrument addressing the services, work, and materials to be provided and performed pursuant to this Agreement, it is hereby specifically agreed and understood that any such purchase order, memorandum, letter, or other instrument is for the AUTHORITY's internal purposes only, and any and all terms, provisions, and conditions contained therein, whether printed or written, shall in no way modify the covenants, terms, and provisions of this Agreement and shall have no force or effect thereon.

SECTION 28. CONFLICT OF INTEREST.

The CONTRACTOR warrants that the CONTRACTOR has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Agreement, and that the 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 Agreement. For the breach or violation of this Section, the AUTHORITY shall have the right to terminate this Agreement immediately, without liability and without regard to the notice requirements of Section 6 hereof.

SECTION 29. PUBLIC ENTITY CRIMES.

As required by section 287.133, Florida Statutes, the CONTRACTOR warrants that it is not on the convicted contractor list for a public entity crime committed within the past thirty-six (36) months. The CONTRACTOR further warrants that it will neither utilize the services of, nor contract with, any supplier, sub-contractor, or consultant in connection with this Agreement for a period of thirty-six (36) months from the date of being placed on the convicted contractor list.

SECTION 30. EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY)

In accordance with State of Florida, Office of the Governor, Executive Order 11-116 (superseding Executive Order 11-02; Verification of Employment Status), in the event performance of this Agreement is or will be funded using state or federal funds, the CONTRACTOR must comply with the Employment Eligibility Verification Program ("E-Verify Program"), as set forth in 48 CFR 52.222-54 (as amended), incorporated hereby this reference, which was developed by the federal government to verify the eligibility of individuals to work in the United States. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition

Attachment: Exhibit A - Toho Water Auth Contract (2022-R-71 : Sewer Manhole Evaluation and Need Priorities)

Register, the CONTRACTOR must comply with the following: (1) enroll in the E-Verify Program; (2) use E-Verify to verify the employment eligibility of all new hires working in the United States, except if the CONTRACTOR is a state or local government, the CONTRACTOR may choose to verify only new hires assigned to the Agreement; (3) use E-Verify to verify the employment eligibility of all employees assigned to the Agreement; and (4) include these requirement in certain subcontract, such as construction. Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: http://www.dhs.gov/E-Verify.

SECTION 31. JOINT AUTHORSHIP

This Agreement shall be construed as resulting from joint negotiation and authorship. No part of this Agreement shall be construed as the product of any one of the Parties hereto.

SECTION 32. EQUAL OPPORTUNITY EMPLOYER

The CONTRACTOR is an Equal Opportunity Employer and will comply with all equal opportunity employment laws. The CONTRACTOR will further ensure that all sub-contractors it utilizes in providing the Services required under this Agreement will comply with all equal opportunity employment laws.

SECTION 33. AUDITING, RECORDS, AND INSPECTION

In the performance of this Agreement, the CONTRACTOR shall keep books, records, and accounts of all activities, related to the Agreement, in compliance with generally accepted accounting procedures. Throughout the term of this Agreement, books, records, and accounts related to the performance of this Agreement shall be open to inspection during regular business hours by an authorized representative of the AUTHORITY, and shall be retained by the CONTRACTOR for a period of three years after termination or completion of the Agreement, or until the full Authority audit is complete, whichever comes first. The AUTHORITY shall retain the right to audit the books during the three-year retention period. All books, records, and accounts related to the performance of this Agreement shall be subject to the applicable provisions of the Florida Public Records Act, chapter 119, Florida Statutes. The AUTHORITY also has the right to conduct an audit within sixty (60) days from the effective date of this Agreement to determine whether the CONTRACTOR has the ability to fulfill its contractual obligations to the satisfaction of the AUTHORITY. The AUTHORITY has the right to terminate this Agreement based upon its findings in this audit without regard to the termination provision set forth herein.

SECTION 34. PROJECT MANAGERS

The AUTHORITY and the CONTRACTOR have identified individuals as Project Managers, listed below, who shall have the responsibility for managing the work performed under this Agreement. The person or individual identified by the CONTRACTOR to serve as its Project Manager for this Agreement, or any replacement thereof, is subject to prior written approval and acceptance by the AUTHORITY. If the AUTHORITY or CONTRACTOR replace their current Project Manager with another individual, an amendment to this Agreement shall not be required. The AUTHORITY will notify the CONTRACTOR, in writing, if the current AUTHORITY Project Manager is replaced by another individual.

Attachment: Exhibit A - Toho Water Auth Contract (2022-R-71 : Sewer Manhole Evaluation and Need Priorities)

A. The contact information for the AUTHORITY's Project Managers is as follows:

Tim Noyes
Asset Manager, Engineering
Toho Water Authority
407-944-5040
tnoyes@tohowater.com

B. The CONTRACTOR Project Manager's contact information is as follows:

Eric McRoberts
USSI, LLC
752 Commerce Drive Suite 15
Venice FL 34292
941-725-2123
eric@ussiusa.com

SECTION 35. SIGNATORY

Each signatory below represents and warrants that he or she has the full power, and is duly authorized by their respective Party, to enter into and perform under this Agreement. Such signatory further represents that he or she has fully reviewed and understands the terms and conditions set forth in this Agreement, including exhibits, and fully intends to abide by and comply with all of the terms and conditions set forth herein.

"SECTION 36. COUNTERPARTS, ELECTRONIC TRANSACTION, AND ELECTRONIC SIGNATURES

This Agreement may be electronically executed by the Parties in counterparts up to but not exceeding the number of Parties, each of which shall be deemed an original and all of which, taken together, shall constitute one agreement. Each Party may deliver its executed signature page by email transmission to the other Parties at the email addresses set forth herein. Delivery shall be effective and complete upon completion of such email transmission. The Parties agree that electronic signatures may be use in the execution of this Agreement in accordance with Parts I and II of Chapter 668, Florida Statutes.

[THIS SPACE IS INTENTIONALLY LEFT BLANK.]

Attachment: Exhibit A - Toho Water Auth Contract (2022-R-71 : Sewer Manhole Evaluation and Need Priorities)

IN WITNESS WHEREOF, the Parties hereto, by their duly authorized representatives, have executed this Agreement effective the 27th day of May, 2020.

USSI, LLC

By: _____
Print Name: Dion Vlasak
Title: CEO

Attest: _____
Print Name: Eric McRoberts
Address: 752 Commerce Drive Suite 15
Venice FL 34292

TOHOPEKALIGA WATER AUTHORITY

By: _____
Print Name: Todd P. Swingle
Title: Executive Director

Attest: _____
Print Name: Anthony J. Cotter
Title: General Counsel
Address: 951 Martin Luther King Blvd.
Kissimmee, Florida 34741

STATE OF Florida
COUNTY OF Sarasota

The foregoing instrument was executed before me by means of [ ] physical presence or [ ] online notarization this 7 day of May, 2020, by Dion Vlasak as CEO of USSI, LLC., a Florida limited liability company, on behalf of the company who is personally known to me OR has produced Florida Driver's License as identification.

ASHLEY M MARCOTTE
Notary Public - State of Florida
Commission # GG 960656
My Comm. Expires Feb 20, 2024

Signature: _____
Print Name: Ashley M Marcotte
NOTARY PUBLIC, State of Florida
My Commission Expires: Feb. 20, 2024

(Stamp)

Attachment: Exhibit A - Toho Water Auth Contract (2022-R-71 : Sewer Manhole Evaluation and Need Priorities)

USSI, LLC
752 Commerce Drive Suite 15
Venice, FL 34292
+1 9414085091
dion@ussiusa.com

ADDRESS
City of Holly Hill
John Daley
453 LPGA Blvd
Holly Hill, FL 32117

Estimate 1852

DATE 07/20/2022

EXPIRATION DATE 08/22/2022

ACTIVITY	QTY	RATE	AMOUNT
Manhole Inspections Manhole Inspection (per foot)	415,871	0.27	112,285.17
Mobilization & Demobilization Mobilization & Demobilization	1	1,605.00	1,605.00
Maintenance of Traffic Maintenance of traffic	1	107.00	107.00
TOHO Contract Per: Tohopekaliga Water Authority (TOHO) Contract Agreement IFB-20-076	1	0.00	0.00

Per Toho Contract

SUBTOTAL	113,997.17
TAX	
TOTAL	$113,997.17

Accepted By

Accepted Date

Attachment: Exhibit B - Estimate from USSI 7-20-2022 (2022-R-71 : Sewer Manhole Evaluation and Need Priorities)

Revision Date: 3/11/15

CITY OF HOLLY HILL
Budget Amendment Request
Fiscal Year 2021-2022

Requesting Department		Date
Public Works		8/25/20

TAKE FUNDS FROM ACCOUNT NUMBER:	ACCOUNT DESCRIPTION:	AMOUNT(Round to $100's)
407-8110-580-63-00	22-WW-06 SB#64 Compliance	$ 15,000.0
	Total	$ 15,000.0 (Rounded to $100's)

ADD FUNDS TO ACCOUNT NUMBER:		
407-8110-580-63-00	22-WW-03 Sewer Manhole Rehab	$ 15,000.0
	Total	$ 15,000.0 (Rounded to $100's)

Purpose of Transfer: (include as much detail as possible)

These funds are needed to complete the Manhole Evaluation and Prioritizing the Rehab of the manholes based need and conditions. SB #64 funding is to reduce and eliminate the discharge of treated wastewater systems in the Halifax river. This rehab will reduce the amount of treated water that is sent to the Halifax River.

Note: Funds can only be transferred within the same fund and same department without requiring further commission action. In addition funds can only be expended after amendment is completed.

---------- Management Approvals----------

Antoine Khoury — Department Head Signature — 8-25-2022 Date

City Manager Signature — Date

---------- For Finance Use Only ----------

Step 1: Finance Review

Finance Director Signature — Date

Step 2: Budget Adjustment Entry

Funds are available for this request? ☐ Yes ☐ No

HTE Group #

Employee Signature — Date

Attachment: Exhibit C - BAR (2022-R-71 : Sewer Manhole Evaluation and Need Priorities)

HOLLY HILL
FLORIDA

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Agenda Item

MEETING DATE: **September 12, 2022**
FROM: **Valerie Manning**
SUBJECT: **Fully Insured Group Insurance and Ancillary Lines of Coverage - January 1, 2023 - December 31, 2023**
NUMBER: **(ID # 3891)**
APPLICANT:
PLANNER:

DISCUSSION:

Each year the City's agent of record, Brown and Brown, Employee Benefits Division solicits requests for proposals to carriers to provide group insurance coverage for the City of Holly Hill's eligible employees and retirees.

Based on the analysis of the insurance coverage options and rates received from these carriers, it is recommended by staff to bind coverage with the following carriers and plans:

Type of Coverage	Carrier	Est. Annual Premium	% Change
Health Insurance HDHP T95	Florida Health Care	$933,287	3.0%
Life Insurance	USAble	$26,308	0.0%
Dental Insurance (Employee-Paid)	FL Comb Life (BCBS)	$57,682	0.0%
Vision Insurance (Employee-Paid)	Eyemed	$7,849	0.0%

The FHCP T32 HMO plan will no longer be an option available to employees, their dependents and the retirees. Health Insurance is provided to the employee with the employee having to pay a portion if they choose to elect to purchase coverage for their eligible dependents. Life insurance is an employer-paid benefit which provides basic life with AD&D coverage for current employees and voluntary coverage paid solely by employees and retirees. Dental and vision insurance is voluntary coverage and the listed above premiums are paid solely by the individual employee that elects to receive coverage.

FISCAL ANALYSIS:

The City's contribution on the behalf of each employee is fully funded within the 2022-2023 budget.

STAFF RECOMMENDATION:

Authorize the City Manager to enter into a contract with Florida Health Care Plans, Florida Combined Life BCBS Dental, EyeMed Vision and USAble Life to provide group benefit insurance for the plan year of 1/01/2023 to 12/31/2023 in accordance with the attached proposals. A total annual one-time contribution maximum of $1,900.00 (prorated based on date of hire) will be deposited into the employee's individual health savings account for employees enrolled in the FHC T95 (HDHP) Health Savings Plan. This deposit will be made in the first paycheck of January contingent upon participation and the provisions included in the Wellness Initiative Plan.

COMMISSION GOAL:

Goal #1: Develop and maintain a sound and sustainable financial plan for the city that establishes sufficient reserves for all funds, ensures (whenever possible) that user fees pay for services rendered, provides a realistic capital improvement program, and encourages public/private sector partnerships and intergovernmental partnerships.

MOTION:

AUTHORIZE THE CITY MANAGER TO EXECUTE THE CONTRACTS WITH FLORIDA HEALTH CARE PLANS, INC., FLORIDA COMBINED LIFE BCBS DENTAL, EYEMED VISION CARE, AND USABLE LIFE TO PROVIDE GROUP INSURANCE FOR THE PLAN YEAR OF JANUARY 1, 2023 TO DECEMBER 31, 2023.

- Employee Benefits Coverage & Services 2023 (PDF)

Brown & Brown INSURANCE

A Proposal of Employee Benefits Coverage and Services

City of Holly Hill

Jessica Scott
Sr. Vice President

Mike Rusin, GBDS
Service Operations Leader

Hailey Cronk, GBDS
Brokerage Analyst

Proposal Date: September 2, 2022

Effective Date: January 01, 2023

Attachment: Employee Benefits Coverage & Services 2023 (3891 : Fully Insured Group Insurance and

Brown & Brown

Brown & Brown is one of the largest and most respected independent insurance intermediaries in the nation, with over 70 years of continuous service. The Company is ranked as the sixth largest such organization in the United States by Business Insurance magazine.

Brown & Brown's clientele is as diverse as the American economy itself. There is hardly a business, industrial or professional insurance situation that has not presented itself to Brown & Brown including: Health/Medical, Retail, Construction, Marine, Transportation, e-Commerce,High Technology, Financial, Legal, Agricultural, Colleges and Universities, Golf Courses and Country Clubs, Governmental Entities, General Aviation, Hospitals, Hotels, Motels, Resorts, Manufacturing, Medical Care Facilities, Museums, Nursing Homes, Restaurants, Religious Institutions, Schools and many more.

Employee Benefits is just one area of expertise we can provide. Our benefit programs include Medical, Dental, Vision, Cobra, Life, Disability and Section 125 pre-tax reimbursement accounts just to name a few. We are able to provide fully insured programs for employers of all sizes and self-funded programs to meet the special needs of employers interested in that type of arrangement. In addition to providing the insurance programs, we assist in the design, cost-containment, management and development of your employee benefit package.

All Employee Benefit clients are assigned an "In House" service representative to assist with Billing, Claims, Eligibility, Enrollment, or any other issues or questions that arise.

For our clients that opt for self-insured programs, we not only provide the mentioned above, but also supply detailed reports to help you monitor your program closely. We also place the reinsurance, help design a plan to meet your needs and work closely with you and the Third Party administrator during the implementation as well as throughout the year to ensure the plan operates smoothly.

As for property and casualty, Brown & Brown is a recognized leader in the area of professional liability, governmental and municipal insurance programs, pollutions liability and many other specialized areas of risk. All property and casualty clients are assigned an "In-House" service representative along with a claims analyst to assist with daily issues, along with some of the best marketing representatives to search for the most competitive products and services our clients desire.

Commitment to Our Clients

The Employee Benefits Division at Brown & Brown of Florida, Inc. is focused on providing you with the best products at the most competitive rates possible. We ensure a very high level of customer service by remaining involved with you after the plan's effective date.

In addition to the Brown & Brown of Florida, Inc. Account Executive, all clients are assigned a team of dedicated service and marketing professionals committed to fast, efficient and friendly service during plan renewal and every other day of the year.

- We provide assistance with carriers to resolve any issues concerning policy administration, claims and billing.

- We provide expertise in designing, analyzing, and maintaining an employee benefits program that will help you attract and retain quality employees.
- We provide timely guidance on local and national trends in employee benefits and in the carrier marketplace.

As part of the 6th largest insurance broker in the country (as determined by Business Insurance magazine) we have the resources to partner with clients of all sizes and industries to maximize benefits and contain costs.
The Employee Benefits Division in Daytona Beach, FL is fully automated and highly efficient in marketing plan renewals and new business. We have access to all local and national carriers, third party administrators, and other specialists in the employee benefits industry including:

Medical · Dental · Vision · Life · Disability Plans · Cafeteria Plans · 401(k) Plans · Self-funded and Partially Self-funded arrangements · Employee Assistance Programs · Voluntary (employee-paid) Long-Term Disability, Short-Term Disability, Dental and Accident & Sickness plans.

Phone
(800) 877-2769
(386) 252-9601

Address
Brown & Brown of Florida, Inc.
300 North Beach Street
Daytona Beach, FL 32114

Website
www.bbinsurance.com

NYSE Listed: BRO

Attachment: Employee Benefits Coverage & Services 2023 (3891 : Fully Insured Group Insurance and

Disclaimer Information

The analysis of the following plans is a summary. You must refer to the contract and plan description for a full list of coverages and exclusions. In some instances broader coverage may be available. The rates and benefits in this proposal are based upon underwriting factors which included, but are not limited to, the census provided, the effective date shown, the status of employees/dependents (i.e. actively at work, COBRA, FMLA), final enrollment, etc. If any of the aforementioned changes prior to the proposed effective date, the final provisions, including rates, for these plans may vary or result in the proposed plan to be withdrawn. The rates shown are not guaranteed. Executive summaries are created by Brown & Brown of Florida, Inc. and neither the carrier nor Brown & Brown of Florida, Inc. will be held responsible for typographical or clerical errors. This proposal may not be a complete listing of all available benefit options. Different benefit levels may be available. This proposal is the proprietary work product of Brown and Brown of Florida, Inc. and is not authorized for further use or distribution. All insurance carriers have their own operating procedures. A change in carrier could affect certain benefits and coverage.

Brown and Brown of Florida, Inc. representatives are available to explain any items presented. It is assumed that the recipients of this proposal will seek an explanation of any items that may be in question. If coverage is moving to another carrier, please do not cancel your in force coverage until advised by Brown and Brown of Florida, Inc. Most carriers require a minimum of 30 days written notice to cancel coverage. Please check your policy contracts to be sure you meet the terms of your carrier cancellation provision and avoid duplicate coverage. The network provider/facility lists obtained via paper directories or carrier websites may contain providers and facilities that are no longer participating in the insurance carriers' networks. We cannot be responsible for any changes to the provider/facility listings that are not reflected. To ensure that a specific provider or facility is still participating in the provider's preferred network, we recommend contacting the provider/facility directly. For a current list, you may look on the Internet or call the toll-free number provided in each of the directories. Brown & Brown representatives may from time to time provide guidance regarding certain legal requirements affecting health plans, including the requirements of federal and state health care reform legislation. Such guidance is based on good-faith interpretation of laws and regulations currently in effect, and is not intended to be a substitute for legal advice. Employers should contact their own legal counsel for advice for legal requirements.

Failure to adhere to provisions of the Affordable Care Act (such as pay-or-pay, employer reporting requirements, benefit mandates, etc.) may result in significant fees and penalties to the employer. For a more comprehensive explanation of what fees and penalties may apply to you, you may contact your Brown and Brown of Florida, Inc. representative at any time. You are required to comply with Health Care Reform's Summary of Benefits & Coverage (SBC) distribution guidelines, which include requirements for SBC distribution at the plan renewal date. If an employee must enroll to continue coverage, the SBD must be provided when open enrollment materials are distributed. If enrollment materials are not distributed, employees must receive an SBC by the first day they are eligible to enroll. For insured plans, if coverage continues automatically for the new year, the SBC must be provided at least 30 days before the beginning of the new plan year. If the policy is not issued by that date, the SBC must be provided within seven business days once the information is available. Please refer to the Department of Health & Human Services' (HHS) official guidance for complete details regarding renewal and other SBC distribution guidelines.

Compensation: In addition to the commissions or fees received by us for assistance with the placement, servicing, claims handling, or renewal of your insurance coverage's, other parties, such as excess and surplus lines broker, wholesale brokers, reinsurance intermediaries, underwriting managers, and similar parties, some of which may be owned in whole or in part by Brown & Brown, Inc. may also receive compensation for their role in providing insurance products or services to you pursuant to their separate contracts with insurance or reinsurance carriers. That compensation is derived from your premium payments. Additionally, it is possible that we, or our corporate parents or affiliates, may receive contingent payments or allowances from insurers based on factors which are not client-specific, such as the performance and/or size of an overall book of business produced with an insurer. We generally do not know if such a contingent payment will be made by a particular insurer, or the amount of any such contingent payment, until the underwriting year is closed. That compensation is partially derived from your premium dollars, after being combined (or "pooled") with the premium dollars other insured that have purchased similar types of coverage. We may also receive invitations to programs sponsored and paid for by the insurance carriers to inform brokers regarding their products and services, including possible participation in company-sponsored events such as trips, seminars, and advisory council meetings, based upon the total volume of business placed with the carrier you select. We may, on occasion, receive loans or credit from insurance companies. Additionally, in the ordinary course of our business, we may receive and retain interest on premiums you pay from the date we receive them until the date of premiums are remitted to the insurance company or intermediary. In the event that we assist with placement and other details of arranging for the financing of your insurance premium, we may also receive a fee from the premium finance company.

Questions and Information Request:
Should you have any questions, or require additional information, please contact this office at 1-800-877-2769 or, if you prefer, submit your question or request online at http://www.bbinsurance.com/customerinquiry.shtml.

Attachment: Employee Benefits Coverage & Services 2023 (3891 : Fully Insured Group Insurance and

Attachment: Employee Benefits Coverage & Services 2023 (3891 : Fully Insured Group Insurance and

NOTICE OF CARRIER FINANCIAL STATUS

Brown & Brown makes every attempt to place coverage with carriers rated A- or better* through AM Best (www.ambest.com), a national credit rating agency with a specific focus on the insurance industry. Because an AM Best rating is not required by the various state departments of insurance, there are many carriers in the Employee Benefits industry that elect not to participate in AM Best's rating process for various reasons. Therefore, Brown & Brown periodically places coverage with carriers rated less than A- or non-rated by AM Best.

Please be advised that Brown & Brown does monitor carriers rated less than A- or non-rated on an ongoing basis. However, because Brown & Brown cannot certify the financial soundness or stability of any insurance company or alternative risk transfer entity, or otherwise predict whether the financial condition of a company might improve or deteriorate, we encourage you to review the financial information for each carrier at AM Best's website (www.ambest.com), a state department of insurance website, the applicable carrier website and/or with your accountant, legal counsel and other advisors.

If you need assistance identifying the appliable issuing carriers for your current coverage, renewal coverage, or the coverage options being presented to you, please feel free to contact us at 386-252-9601 for assistance. Alternative quotes with an A- or better rated carrier may also be available upon your request.

Carrier Requirements
Large Group (50 +)

Florida Health Care Plans

Submission deadline is 15th of month prior
Group questionnaire required
Minimum participation is 75% all eligible
Telemedicine: Doctor on Demand included, additional copays apply

Please Note:
If you are moving your coverage to a new carrier, please do not cancel your in force coverage until advised by Brown & Brown of Florida, Inc.. Most carriers require a minimum of 30 days written notice to cancel coverage (even if it is at the anniversary of the policy). Please check your policy contracts to be sure you meet the terms of your carrier cancellation provision to avoid duplicate coverage.

These deadlines represent the final date most carrier's will accept for the selected effective date, however it does not guarantee that implementation will be completed and ID cards will be delivered by the effective date.

Attachment: Employee Benefits Coverage & Services 2023 (3891 : Fully Insured Group Insurance and

FEDERAL COMPLIANCE WARNING

Summary Plan Descriptions (SPDs) Must Be Distributed to Your Plan Participants

The Problem

ERISA (the federal Employee Retirement Income Security Act) requires employers who are plan administrators of their group health plans to comply with 2 important requirements or risk potential penalties and possible audits:
1. Maintain and distribute Summary Plan Descriptions (SPDs) to plan participants which accurately reflect the contents of the plan and which include specific information as required under federal law.

2. Group health plans must be administered in accordance with a written Plan Document which must be made available to plan participants and beneficiaries upon request.

Many companies mistakenly assume that insurance contracts, certificates of insurance and benefits summaries fulfill the ERISA requirements for an SPD and Plan Document--but they don't include the required or recommended provisions that protect the plan and the employer.

Penalties for Non-Compliance

Employers/plan administrators may be liable for serious penalties if they don't provide an SPD or have a current Plan Document:
• Failure to provide an SPD or Plan Document within 30 days of receiving a request from a plan participant or beneficiary can result in a penalty of up to $110/day per participant or beneficiary for each violation.
• Lack of an SPD could trigger a plan audit by the U.S. Department of Labor (DOL).
• The DOL has increased its audit staff and national enforcement initiatives to investigate employers' compliance with Health Care Reform, resulting in companies of all sizes being audited and being required to provide an SPD and Plan Document.

The Solution

Typically, the cost to develop an SPD and Plan Document can be very expensive--but we have solved this problem with a sophisticated system developed together with a major ERISA law firm that makes it easy and economical to comply with federal requirements.

Brown & Brown Daytona Beach Retail will provide you with a Wrap SPD and Wrap Plan Document which are designed to wrap around existing certificates of insurance and benefit plan booklets to provide the required provisions and information necessary to comply with ERISA. To be compliant, the Wrap SPD and accompanying benefit plan component documents must be distributed to plan participants. Our document compliance solution includes the following benefits:
• Customized Wrap SPD and Wrap Plan Document that provide the required ERISA provisions and information that will help you achieve compliance.
• Distribution guidelines that explain how and when to provide these compliance documents to your plan participants.
• The ability to keep your documents current and updated should the federal government issue new amendments or if plan information needs to be changed.
PCP Plan Documents—IRS Requirement [NOTE: Only include this paragraph if applicable.]

A Premium Conversion Plan (PCP) is a type of cafeteria plan under Internal Revenue Code Section 125. It provides employees with an opportunity to make their required employee contributions for certain benefits on a pre-tax basis. Under the Code, a PCP must have a written plan document. If you provide this type of benefit to your employees and your business is audited by the IRS, this is one of the documents they will probably request. As part of our services, we can generate a PCP Plan Document and SPD to help you avoid adverse consequences in the event of an IRS audit.

Cost:
• ERISA Wrap Document & Summary Plan Description - $150
• Cafeteria Plan/Premium Conversion Plan - $50
• Updates/Summary of Material Modification - $100

Attachment: Employee Benefits Coverage & Services 2023 (3891 : Fully Insured Group Insurance and

Executive Summary of Medical & Prescription Drug Coverage
City of Holly Hill
January 1, 2023 - December 31, 2023

	Current | Renewal		Revised
Vendor	Florida Healthcare Plans	Florida Healthcare Plans	Florida Healthcare Plans
Plan Name	HDHP T95	T32	HDHP T95
Plan Type	HSA	HMO	HSA
Plan Details	*Network*	*Network*	*Network*
	Single / *Family*	*Single* / *Family*	*Single* / *Family*
Plan Deductible	$1,500 / $3,000	$0 / $0	$1,500 / $3,000
Embedded Deductible:	No	N/A	No
Calendar or Policy Year:	Calendar	Calendar	Calendar
Coinsurance:	20%	15%	20%
Maximum Out-of-Pocket:	$3,000 / $6,000	$2,500 / $5,000	$3,000 / $6,000
(Includes Deductible, Copay, Rx)	Yes, Yes, Yes	N/A, Yes, Yes	Yes, Yes, Yes
Physician Services			
Office Visit:	Deductible + Coinsurance	$20	Deductible + Coinsurance
Specialist:	Deductible + Coinsurance	$35	Deductible + Coinsurance
Chiropractic:	Deductible + Coinsurance	$15	Deductible + Coinsurance
Telemedicine:	Ded (PCP) | Ded + $30 (Mental Health)	$0 (PCP) | $30 (Mental Health)	Ded (PCP) | Ded + $30 (Mental Health)
Hospital / Emergency Services			
Inpatient Hospital Per Admission:	Deductible + Coinsurance	$250/Day (5 Days Max)	Deductible + Coinsurance
Emergency Room:	Deductible + Coinsurance	$200	Deductible + Coinsurance
Urgent Care:	Deductible + Coinsurance	$75	Deductible + Coinsurance
Outpatient Surgical Facility:	Deductible + Coinsurance	$400	Deductible + Coinsurance
Ambulatory Surgery Center:	Deductible + Coinsurance	$200	Deductible + Coinsurance
Diagnostic Services			
Lab & X-Ray Outpatient:	Deductible + Coinsurance	$0	Deductible + Coinsurance
Advanced Imaging Services (MRI, MRA, PET, CT):	Deductible + Coinsurance	$25	Deductible + Coinsurance
Prescription Drug			
Deductible:	Calendar Year Deductible	N/A	Calendar Year Deductible
Prescription Tier:	$3 | $10 | $30 | $55 | 15% | 25%	$3 | $10 | $30 | $55 | 15% | 25%	$3 | $10 | $30 | $55 | 15% | 25%
Walgreens Tier:	$15 | $15 | $35 | $60	$15 | $15 | $35 | $60	$15 | $15 | $35 | $60
Mail Order Prescription (90 Day Supply):	$6 | $27 | $87 | $162	$6 | $27 | $87 | $162	$6 | $27 | $87 | $162
Non-Network Plan Details	*Non-Network*	*Non-Network*	*Non-Network*
Plan Deductible	$2,800 / $5,600	N/A	$2,800 / $5,600
Coinsurance:	40%	N/A	40%
Maximum Out-of-Pocket:	$6,000 / $12,000	N/A	$6,000 / $12,000
Per Occurrence Deductible (Inpatient/Outpatient):	N/A	N/A	N/A

Plan Rates | Current Enrollment		Current	Renewal		Current	Renewal		Revised
Employee:	85	$582.42	$627.95	6	$830.50	$853.90	91	$599.92
Employee + Spouse:	8	$995.95	$1,073.81	3	$1,420.16	$1,460.17	11	$1,025.88
Employee + Child(ren):	3	$995.95	$1,073.81	0	$1,420.16	$1,460.17	3	$1,025.88
Family:	6	$1,223.09	$1,318.71	1	$1,744.05	$1,793.19	7	$1,259.84
Estimated Monthly Premiums:	102	$67,800	$73,100	10	$10,988	$11,297	112	$77,774
Estimated Annual Premiums:		**$813,596**	**$877,199**		**$131,850**	**$135,565**		**$933,287**
Rate Change from Current (%):			7.8%			2.8%		3.0%

	Current	Renewal	Revised
Estimated Grand Total Annual Premiums:	**$945,447**	**$1,012,764**	**$933,287**
PEPY	$8,441	$9,043	$8,333
Rate Change from Current (%):		7.1%	-1.3%
Rate Change from Current ($):		$67,318	-$12,160

Notes: 2022 Deductibles: $1,400 (Indv.), $2,800 (Fam.)

Rates subject to final enrollment and underwriting

Attachment: Employee Benefits Coverage & Services 2023 (3891 : Fully Insured Group Insurance and

Executive Summary of Dental Coverage

City of Holly Hill
January 1, 2023 - December 31, 2023

		Current
Vendor		Florida Combined Life (BCBS)
Network:		BlueDental Choice
Plan Name:		Plus Voluntary
		Network
Plan Details		***Single*** / ***Family***
Coinsurance Percentage (Preventive | Basic | Major | Ortho):		100% | 80% | 50% | 50%
Deductible (Family Maximum):		$50 / $150
Deductible Waived for Preventive:		Yes
Calendar or Policy Year Maximum:		$5,000
Orthodontic Lifetime Maximum:		$1,000
Included Adult Ortho:		Yes
Dental Services		***Benefit Level*** / ***Frequency***
Routine Exam & Cleaning:		Preventive / 2 per year
Fluoride Treatment:		Preventive / 2 per year, under 14
X-Ray (Bitewings):		Preventive / 1 per year
X-Ray (Full Mouth):		Preventive / 1 per 3 years
Sealants:		Preventive / Under age 16
Fillings:		Basic / 1 per year
Oral Surgery (Simple):		Basic
Oral Surgery (Complex):		Basic
Root Canal Therapy:		Basic
Periodontal Scaling:		Basic
Periodontal Surgery:		Basic
Crowns:		Major / 1 per 5 years
Bridges		Major / 1 per 5 years
Dentures:		Major / 1 per 5 years
Implants:		Major / 1 per lifetime
Non-Network Details		***Non-Network***
Coinsurance Percentage (Preventive | Basic | Major | Ortho):		100% | 80% | 50% | 50%
Deductible (Family Maximum):		$50 / $150
Deductible Waived for Preventive:		Yes
Calendar Year Maximum:		$5,000
Percent of UCR:		90th
Waiting Periods:		None
Late Entrant Penalties:		Not Permitted
Allows Annual Open Enrollment:		Yes
Included Rollover:		Yes
Employer Contribution:		0%
Participation Requirement:		Greater of 35% or 10 lives
Rate Guarantee:		1 Yr Remaining (01/01/2022 - 12/31/2023)

Plan Rates | Current Enrollment		Current
Employee:	64	$31.80
Employee + Spouse:	20	$65.45
Employee + Child(ren):	9	$73.29
Family:	7	$114.72
Total:	100	
Estimated Monthly Premiums:		$4,807
Estimated Annual Premiums:		**$57,682**
PEPY		**$577**

Notes:

Attachment: Employee Benefits Coverage & Services 2023 (3891 : Fully Insured Group Insurance and

Executive Summary of Vision Coverage

City of Holly Hill
January 1, 2023 - December 31, 2023

		Current
Vendor		Eyemed
Network		Eyemed Select
Plan Name		PPO Vision
Copays		***Network***
Exam:		$10
Materials:		$25
Contact Fitting & Follow-up:		up to $40
Frequencies		
Exams:		12 months
Lenses:		12 months
Frames:		24 months
Contacts:		12 months
Allowances		
Frames:		$100
Contact (Elective):		$115
Contact (Medically Necessary):		Covered in full
Non-Network Allowances		***Non-Network***
Exam:		up to $35
Single Vision:		up to $35
Bifocal:		up to $49
Trifocal:		up to $74
Frames:		up to $50
Contact (Elective):		up to $92
Contact (Medically Necessary):		up to $210
Employer Contribution:		0%
Participation Requirement:		10 enrolled
Rate Guarantee:		3 Yrs Remaining (1/1/2022 - 12/31/2025)

Plan Rates | Current Enrollment		Current
Employee:	62	$4.86
Employee + Spouse:	18	$9.23
Employee + Child(ren):	6	$9.72
Family:	9	$14.26
Total:	95	
Estimated Monthly Premiums:		$654
Estimated Annual Premiums:		**$7,849**
PEPY		**$83**

Notes:

Attachment: Employee Benefits Coverage & Services 2023 (3891 : Fully Insured Group Insurance and

Executive Summary of Group Life & AD&D Coverage

City of Holly Hill
January 1, 2023 - December 31, 2023

Basic Life:	6,958,590
AD&D:	5,239,000

		Current		
Vendor			USAble	
Class Definition | Plan Details:		Benefit	Maximum	Guarantee Issue
Class 1:	Mayor & Commissioners	$20,000	$20,000	$20,000
Class 2:	Union Police Officers	1x's Salary	$50,000	$50,000
Class 3:	Union Firefighters	1x's Salary	$50,000	$50,000
Class 4:	Union EE's not eligible in another group	1x's Salary	$50,000	$50,000
Class 5:	Non-Union EE's w/ salaries >$49,000	1x's Salary	$100,000	$100,000
Class 6:	Non-Union EE's w/ salaries <$49,000	1x's Salary	$50,000	$50,000
Class 7:	City Manager	1x's Salary	$175,000	$175,000
Class 8:	Retirees who retired on or after to July 7, 2007	1x's Salary	$150,000	$150,000
Class 9:	Retirees who retired prior to July 7, 2007	1x's Salary	$150,000	$150,000
Plan Details (Dependent):				
Spouse		$5,000	$5,000	$5,000
Child		Birth to 6 mths:		$1,000
		6 mths to 26 yrs:		$2,500
Not to exceed:			26 Years	
Reduction Schedule:		50% at age 75 (Class 1,2,3,4,5,6,7,8) 35% at age 65, 58% at age 70, 72% at age 75 (Class 9)		
Waiver of Premium:			Included	
Conversion:			Included	
Accelerated Death Benefit:			Included	
Seatbelt/Safe Driver Benefit:			Included (Classes 1 - 7)	
Actively at Work Provision:			Included	
Employer Contribution:			100%	
Participation Requirement:			100%	
Rate Guarantee:			1 Yr Remaining (01/01/2021 - 12/31/2023)	
Plan Rates			Current	
Basic Life			$0.300	
AD&D			$0.020	
Dependent (Not included in premium)			$1.680	
Estimated Monthly Premiums:			$2,192	
Estimated Annual Premiums:			**$26,308**	

Notes:

Attachment: Employee Benefits Coverage & Services 2023 (3891 : Fully Insured Group Insurance and

Executive Summary of Voluntary Group Life & AD&D Coverage
City of Holly Hill
January 1, 2023 - December 31, 2023

	Current	
Vendor	USAble	
Plan Details (Employee)	***Mayor, Commissioners, & All Other Eligible Employees***	
Benefit (Increments of):	$10,000	
Not to Exceed:	5x's Salary	
Maximum Benefit:	$500,000	
Guarantee Issue:	$120,000	
Plan Details (Dependent)		
Spouse Benefit (Increments of):	$5,000	
Maximum Benefit:	$250,000	
Guarantee Issue:	$30,000	
Not to Exceed:	100% of the employees amount	
Child(ren) Benefit:	Birth - 6 months	$1,000
Child(ren) Benefit:	6 months-26 years	$2k, $4k, $6k, $8k, $10k
Full-Time Student:	26 years	
Reduction Schedule:	50% at age 75	
Waiver of Premium:	Included	
Portability:	Included	
Accelerated Death Benefit:	Included	
Seatbelt/Safe Driver Benefit:	Included	
Actively at Work Provision:	Included	
Employer Contribution:	0%	
Participation Requirement:	25%	
Rate Guarantee:	1 Yr Remaining (01/01/2022 - 12/31/2023)	

Plan Rates per $1,000	Current	
	Employee	Spouse
Under 20	$0.072	$0.042
Age 20 - 24	$0.072	$0.042
Age 25 - 29	$0.082	$0.051
Age 30 - 34	$0.102	$0.068
Age 35 - 39	$0.146	$0.076
Age 40 - 44	$0.208	$0.085
Age 45 - 49	$0.330	$0.127
Age 50 - 54	$0.524	$0.195
Age 55 - 59	$0.806	$0.365
Age 60 - 64	$1.258	$0.560
Age 65 - 69	$2.184	$1.077
Age 70 - 74	$3.896	$1.077
Age 75 - 79	$7.634	$1.077
Age 80 - 84	$7.634	$1.077
Age 85 - 89	$7.634	$1.077
Age 90+	$7.634	$1.077
AD&D	$0.023	$0.023
Child	$0.225	
AD&D	$0.026	

Notes:

Premium Calculation
Step 1: Benefit _____ / 1000 = _____ # Units
Step 2: # Units _____ x _____ Age-banded Rate = $_____ Premium Per Month

Example: 44 year old, $200,000 Benefit
$200,000 / 1000= 200 Units
200 x Age 44 rate = $41.60

Attachment: Employee Benefits Coverage & Services 2023 (3891 : Fully Insured Group Insurance and

HOLLY HILL
FLORIDA

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Resolution

MEETING DATE: **September 12, 2022**
FROM: **Susan Lincoln**
SUBJECT: **A Resolution of the City of Holly Hill, Florida, Amending the Fiscal Year 2021-2022 Annual Operating Budget and Capital Budget, Appropriating Operating and Capital Projects for the Fiscal Year 2021-2022 Budget; Setting Forth Revenues and Expenditures; Providing for Severability; and Providing for an Effective Date.**
NUMBER: **2022-R-72**
APPLICANT:
PLANNER:

DISCUSSION:

On June 28, 2022, the City Manager provided the City Commission with the estimate from FPL to move forward with Phase 3 of the overhead to underground project. The estimate for FPL alone was approximately $1.6 Million, which would be reduced by $300,000 for the discount FPL applies. Until the city obtains full engineering from all the utilities involved, the total final cost will not be known, however, the staff is estimating Phase 3 of the project to be approximately $5 Million.

By consensus the City Commission directed the City Manager to move forward with Phase 3 of the project. At this time, this Resolution will establish the Revenue and Expenses Budget in the CRA Capital Projects Fund for $3,813,235, which is currently in Budget Reserves in the CRA Fund.

FINANCIAL ANALYSIS:

The Community Redevelopment Fund has $3,813,235 in budget reserves account 130-8110-589-9910. This Resolution will transfer the budget from reserves to "SPECIAL REVENUES/CRA CAPITAL PROJECTS" 130-8110-581-0139. This Resolution will also amend the CRA Capital Projects fund to establish Revenue Budget in account 139-0000-381-0130 and Expense Budget in CRA Capital Projects Fund - Other Uses/Infrastructure account 139-8110-580-6300 for expenses related to Phase 3 of the Overhead to Underground Project 22ST08.

STAFF RECOMMENDATION:

To approve the budget Resolution to establish CRA Capital Projects for Phase 3 of the Overhead to Underground project in the amount of $3,813,235.

COMMISSION GOAL:

Goal #1: Develop and maintain a sound and sustainable financial plan for the city that establishes sufficient reserves for all funds, ensures (whenever possible) that user fees pay for services rendered, provides a realistic capital improvement program, and encourages public/private sector partnerships and intergovernmental partnerships.

MOTION:

APPROVE AMENDING THE FISCAL YEAR 2021-2022 ANNUAL OPERATING BUDGET, APPROPRIATING PROJECT FUNDS TO THE FISCAL YEAR 2021-2022 BUDGET; SETTING FORTH REVENUES AND EXPENSES FOR THE CRA CAPITAL PROJECTS FUND.

ATTACHMENTS:

- EXHIBIT A-BUDGET RESOLUTION PHASE 3 OF OVERHEAD TO UNDER GROUND FY2022 (PDF)

Resolution No. 2022-72

A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, AMENDING THE FISCAL YEAR 2021-2022 ANNUAL OPERATING BUDGET AND CAPITAL BUDGET, APPROPRIATING OPERATING AND CAPITAL PROJECTS FOR THE FISCAL YEAR 2021-2022 BUDGET; SETTING FORTH REVENUES AND EXPENDITURES; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, AMENDING THE FISCAL YEAR 2021-2022 ANNUAL OPERATING BUDGET, APPROPRIATING PROJECT TO THE FISCAL YEAR 2021-2022 CRA CAPITAL PROJECT FUND BUDGET; SETTING FORTH REVENUES AND EXPENDITURES AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Holly Hill City Commission adopted Resolution 2021-R-73 approving the Annual Operating Budget for Fiscal Year 2021-2022; and

WHEREAS, the City of Holly Hill, by Resolution 2021-R-91, amended the operating budget for Fiscal Year 2021-2022; and

WHEREAS, the City of Holly Hill City Commission desires to appropriate the necessary reserve funds for continuation and completion of certain City operations and continuing projects and to set forth and appropriate certain revenues and expenses.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA:

SECTION 1. BUDGET AMENDMENT. The project funds and reserve funds are hereby appropriated as set forth in Composite Exhibit "A" attached hereto, which reflects revenues and corresponding expenditures for the designated projects for fiscal year 2021-2022 budget.

SECTION 2. SEVERABILITY. If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

SECTION 3. EFFECTIVE DATE. The Budget item adopted in the preceding section shall govern the expenditures relating to operations and projects for the City during the current fiscal year effective October 1, 2021 through September 30, 2022. This Resolution shall become effective immediately upon its adoption.

APPROVED AND AUTHENTICATED on this 12th day of SEPTEMBER, 2022.

Exhibit "A"

FY 2021 - 2022 BUDGET ADMENDMENT

REVENUES AND EXPENSES FY 2021 - 2022	REVENUE	EXPENSE
130 - CRA		
139 - CRA CAPITAL PROJECTS	$ 3,813,235	$ 3,813,235
TOTAL ALL FUNDS	**$ 3,813,235**	**$ 3,813,235**

Attachment: EXHIBIT A-BUDGET RESOLUTION PHASE 3 OF OVERHEAD TO UNDER GROUND FY2022 (2022-R-72 : FY 2021-2022 Budget

HOLLY HILL
FLORIDA

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Resolution

MEETING DATE: **September 12, 2022**
FROM: **Antoine Khoury**
SUBJECT: **A Resolution of the City Commission of the City of Holly Hill, Florida, Approving the Fire Station Preliminary Design and Approving Staff to Move Forward with Construction Plans Production and Authorizing the City Manager to Execute the Same; Providing for Severability; and Providing an Effective Date.**
NUMBER: **2022-R-73**
APPLICANT:
PLANNER:

DISCUSSION:

The City of Holly Hill has requested that Hall and Ogle prepare a preliminary design of the proposed Fire Station located north of the existing station and east of the Boys and Girls Club, outside the fenced area. Public Works staff and the Fire Chief have been part of the design process and have made comments and requests to get to this final concept as presented in this preliminary design plans.

FISCAL ANALYSIS:

This project has been identified and adopted by the City Commission June 28, 2022 via Resolution 2022-R-44 with a project number 22BG06 and funding is available in ACCT# 301-8110-580-62-00.

STAFF RECOMMENDATION:

Staff is requesting city commission approve/adopt the preliminary design for the fire station and authorize staff to move forward to the construction plans production phase.

COMMISSION GOAL:

Goal #1: Develop and maintain a sound and sustainable financial plan for the city that establishes sufficient reserves for all funds, ensures (whenever possible) that user fees pay for services rendered, provides a realistic capital improvement program, and encourages public/private sector partnerships and intergovernmental partnerships.

Goal #2: Enhance City aesthetics through beautification and maintenance of city property and public rights of way, consistent enforcement of zoning and property maintenance codes, and development of reasonable design standards and a corresponding process which is applicable to all new developments and business improvements in the city.

Goal #4: Provide proficient public health and safety services in terms of police and fire protection, water, storm water, waste water and solid waste management and disaster preparedness with a focus on intergovernmental collaboration, private sector partnerships, and utilization of technologies and proven innovations.

MOTION:

TO ADOPT AND AUTHORIZE MOVING TO THE CONSTRUCTION PLAN PRODUCTION PHASE BASED ON THE FIRE STATION CONCEPT AS PRESENTED/ATTACHED.

ATTACHMENTS:

- Fire Station Concept plan (PDF)

Resolution No. 2022-73

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING THE FIRE STATION PRELIMINARY DESIGN AND APPROVING STAFF TO MOVE FORWARD WITH CONSTRUCTION PLANS PRODUCTION AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING THE FIRE STATION PRELIMINARY DESIGN AND APPROVING STAFF TO MOVE FORWARD WITH CONSTRUCTION PLANS PRODUCTION, AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Fire Station project has been identified and adopted by the City Commission on June 28, 2022 via Resolution 2022-R-44; and

WHEREAS, Public Works staff and the Fire Chief have made comments and requests to get the final concept as presented in the preliminary design plans; and

WHEREAS, staff is requesting the Commission approve/adopt the preliminary design for the Fire Station and authorize staff to move forward with the construction plans production.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA:

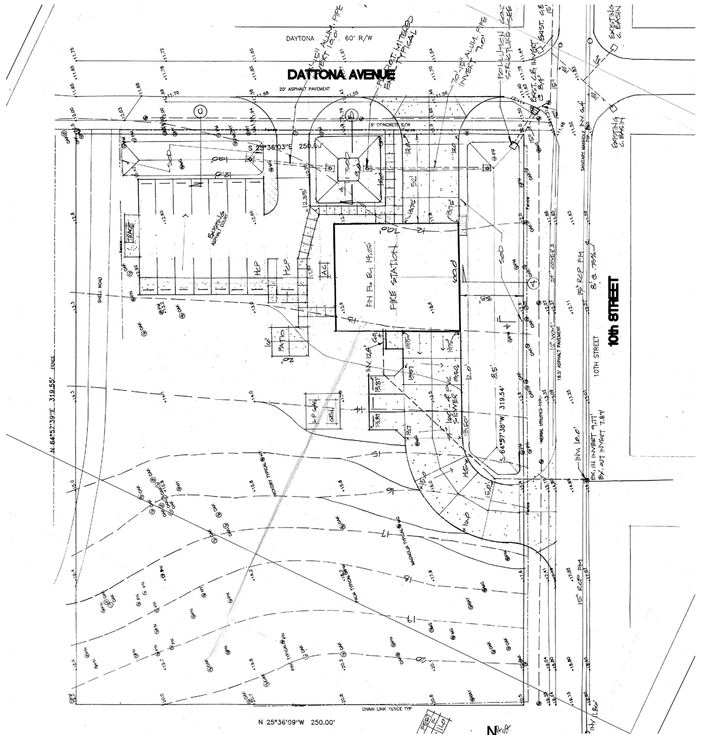
SECTION 1. That the City Commission of the City of Holly Hill approve the preliminary design for the Fire Station and authorize staff to move forward with the construction plans production.

SECTION 2. SEVERABILITY. If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

SECTION 3. EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption.

APPROVED AND AUTHENTICATED on this 12th day of SEPTEMBER, 2022.

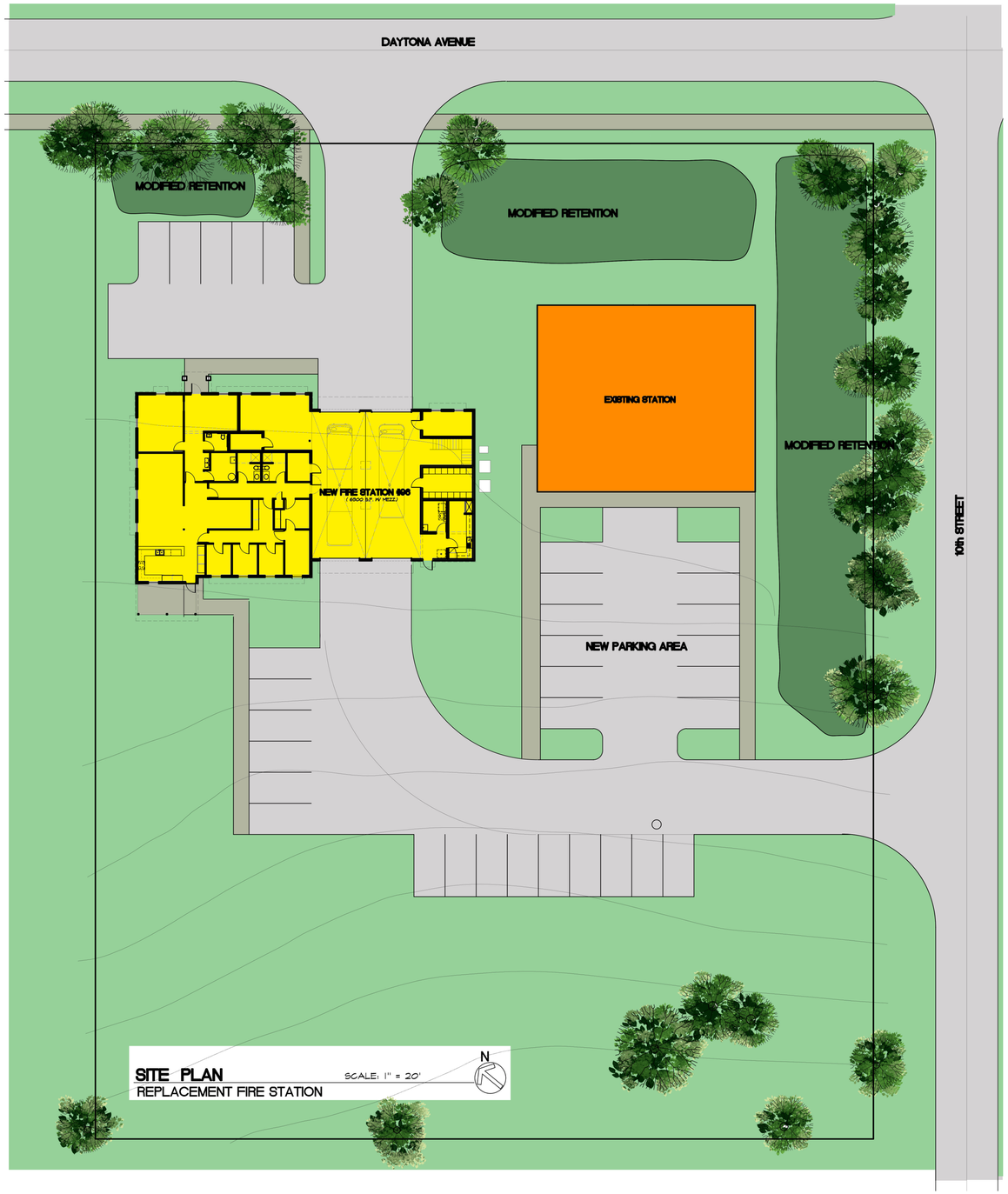
REPLACEMENT FIRE STATION #96
CITY OF HOLLY HILL
1020 DAYTONA AVENUE
HOLLY HILL, FLORIDA



SITE SURVEY SCALE: 1" = 40'
REPLACEMENT FIRE STATION

SCHEDULE OF DRAWINGS

A1.0	SCHEMATIC SITE PLAN SURVEY
A2.0	FLOOR PLAN EAST ELEVATION
A3.0	EXTERIOR ELEVATIONS BUILDING SECTIONS
A4.0	EXTERIOR RENDERINGS



SITE PLAN SCALE: 1" = 20'
REPLACEMENT FIRE STATION

HALL & OGLE
ARCHITECTS, INC.
208 MAGNOLIA AVENUE
DAYTONA BEACH, FLORIDA 32114
www.hoarchitects.com
PH.(386) 255-6163
FAX.(386)257-5650
AA-C000925

SEAL

REVISIONS

NO.	DATE	DESCRIPTION

DOCUMENT HISTORY

Replacement Fire Station # 96
City of Holly Hill, Fl.
1020 Daytona Avenue
Holly Hill , Florida

ARCHITECT OF RECORD
JOHN E. HALL AR0010727
DAVID D. OGLE AR93986

DESIGNED BY	DRAWN BY
JEH	SC/ JH
ISSUE DATE	AE PROJECT NUMBER
2-SEPT.-2022	2204

SHEET TITLE
Schematic Design Study

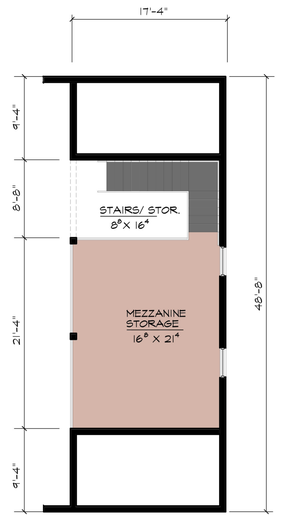
DRAWING NO.

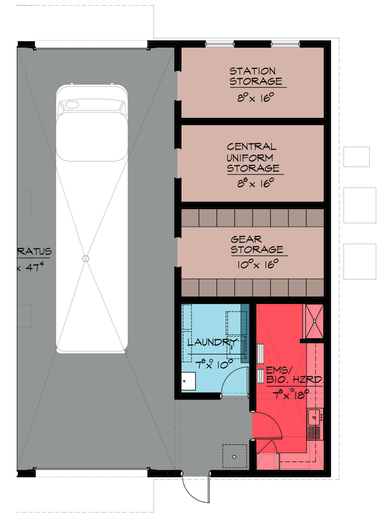
Attachment: Fire Station Concept plan (2022-R-73 : Preliminary Design for the Fire Station and Proceed with Construction Plans Approval)

FLOOR PLAN SCALE: 1/8" = 1'-0"

SCHEMATIC DESIGN 5950 SF.
ALTERNATE W/ MEZZ. 6300 SF.

N





FLOOR PLAN SCALE: 1/8" = 1'-0"

SCHEMATIC DESIGN 5950 SF.

N

HALL & OGLE ARCHITECTS, INC.
208 MAGNOLIA AVENUE
DAYTONA BEACH, FLORIDA 32114
www.hoarchitects.com
PH.(386)255-6163
FAX.(386)257-5650
AA-C000925

SEAL

REVISIONS

NO.	DATE	DESCRIPTION

Replacement Fire Station # 96
City of Holly Hill, Fl.
1020 Daytona Avenue
Holly Hill , Florida

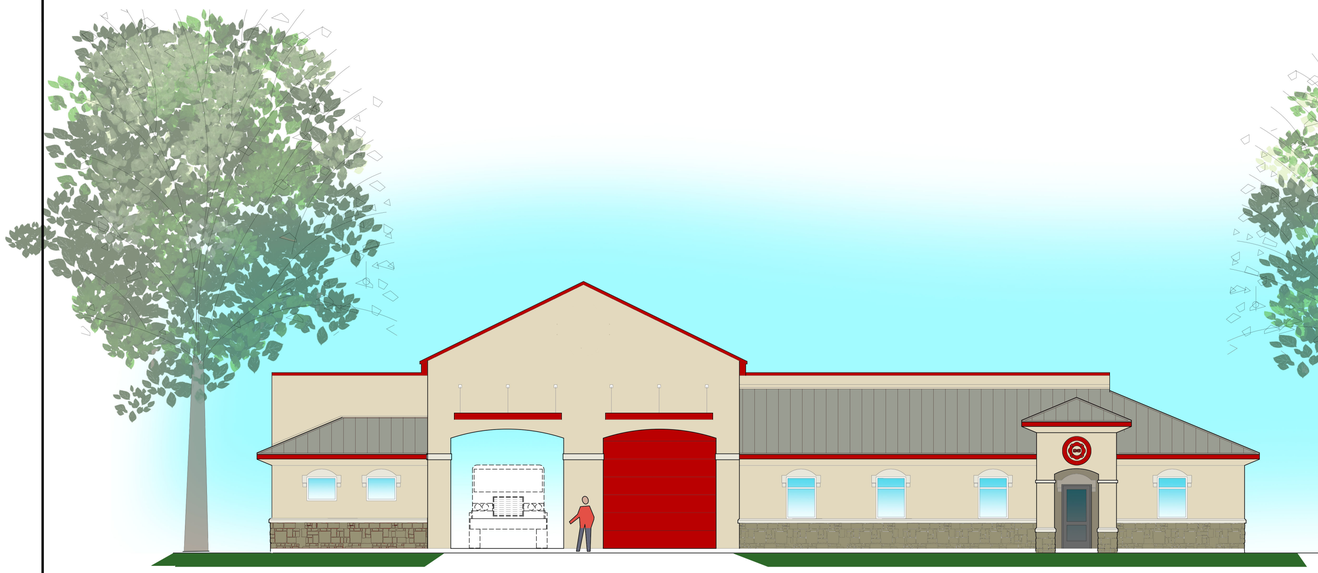
ARCH/ENGR OF RECORD
JOHN E. HALL AR0010727
DAVID D. OGLE AR93986

DESIGNED BY	DRAWN BY
JEH	SC/ JH
ISSUE DATE	AE PROJECT NUMBER
2-SEPT.-2022	2204

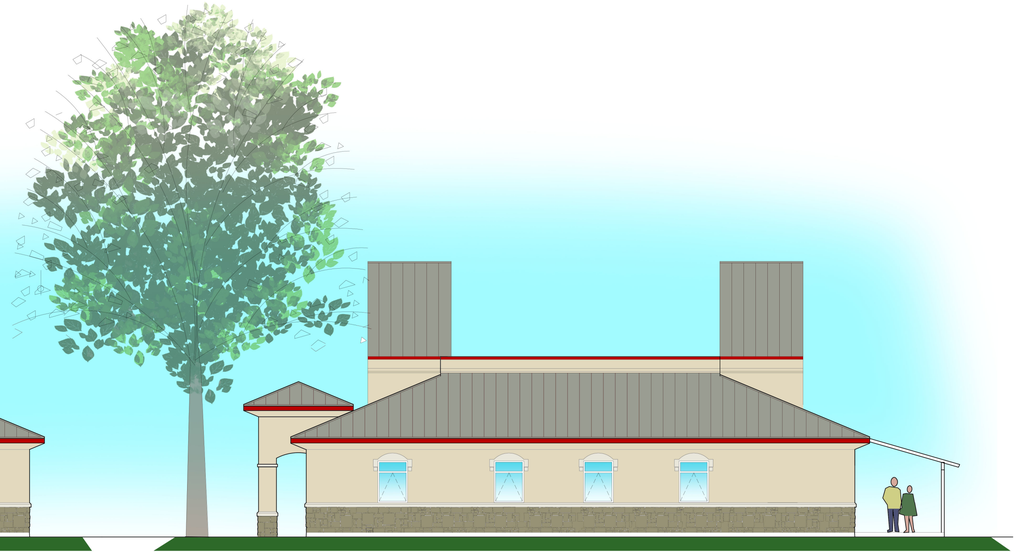
SHEET TITLE
Schematic Design Study

DRAWING NO.

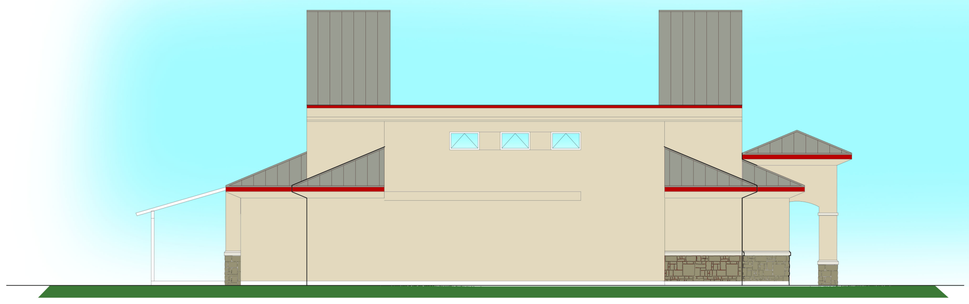
Attachment: Fire Station Concept plan (2022-R-73 : Preliminary Design for the Fire Station and Proceed with Construction Plans Approval)



EAST ELEVATION SCALE: 1/8" = 1'-0"
SCHEMATIC DESIGN

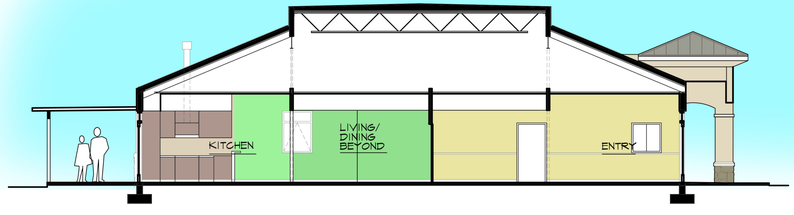


NORTH ELEVATION SCALE: 1/8" = 1'-0"

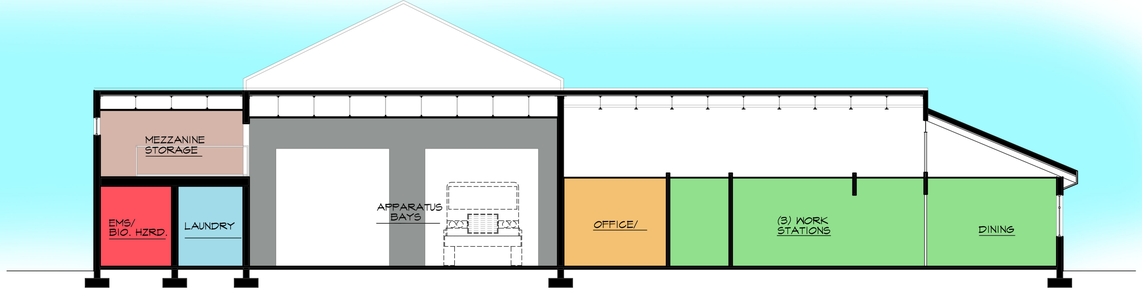


SOUTH ELEVATION SCALE: 1/8" = 1'-0"

WEST ELEVATION SCALE: 1/8" = 1'-0"



BUILDING SECTION SCALE: 1/8" = 1'-0"
SCHEMATIC DESIGN



BUILDING SECTION SCALE: 1/8" = 1'-0"
SCHEMATIC DESIGN

HALL & OGLE
ARCHITECTS, INC.
208 MAGNOLIA AVENUE
DAYTONA BEACH, FLORIDA 32114
www.hoarchitects.com
PH (386) 255-6163
FAX (386)257-5650
AA-C000925

SEAL

REVISIONS

NO.	DATE	DESCRIPTION

DOCUMENT HISTORY

Replacement Fire Station # 96
City of Holly Hill, Fl.
1020 Daytona Avenue
Holly Hill , Florida

ARCH/ENGR OF RECORD
JOHN E. HALL AR0010727
DAVID D. OGLE AR93986

DESIGNED BY	DRAWN BY
JEH	SC/ JH
ISSUE DATE	AE PROJECT NUMBER
2-SEPT.-2022	2204

SHEET TITLE
Schematic Design Study

DRAWING NO.
A3.0

Attachment: Fire Station Concept plan (2022-R-73 : Preliminary Design for the Fire Station and Proceed with Construction Plans Approval)

HALL & OGLE
ARCHITECTS, INC.
208 MAGNOLIA AVENUE
DAYTONA BEACH, FLORIDA 32114
www.hoarchitects.com
PH (386) 255-6163
FAX (386)257-5850
AA-C000925

SEAL

REVISIONS

DOCUMENT HISTORY

NO.	DATE	DESCRIPTION

Replacement Fire Station # --
City of Holly Hill, Fl.

1020 Daytona Avenue
Holly Hill , Florida

ARCHENGR OF RECORD
JOHN E. HALL AR0010727
DAVID D. OGLE AR93986

DESIGNED BY	DRAWN BY
JEH	SC/ JH
ISSUE DATE	AE PROJECT NUMBER
2-SEPT.-2022	2204

SHEET TITLE

Schematic Design Study

DRAWING NO.

A4.0

Attachment: Fire Station Concept plan (2022-R-73 : Preliminary Design for the Fire Station and Proceed with Construction Plans Approval)

HALL & OGLE
ARCHITECTS, INC.
208 MAGNOLIA AVENUE
DAYTONA BEACH, FLORIDA 32114
www.hoarchitects.com
PH (386) 255-6163
FAX (386)257-5650
AA-C000925

SEAL

REVISIONS

DOCUMENT HISTORY

NO.	DATE	DESCRIPTION

Replacement Fire Station # --
City of Holly Hill, Fl.
1020 Daytona Avenue
Holly Hill , Florida

ARCHITECT OF RECORD
JOHN E. HALL AR0010727
DAVID D. OGLE AR93986

DESIGNED BY	DRAWN BY
JEH	SC/ JH
ISSUE DATE	AE PROJECT NUMBER
2-SEPT.-2022	2204

SHEET TITLE
Schematic Design Study

DRAWING NO.
A4.1

Attachment: Fire Station Concept plan (2022-R-73 : Preliminary Design for the Fire Station and Proceed with Construction Plans Approval)

HOLLY HILL
FLORIDA

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Agenda Item

MEETING DATE: **September 12, 2022**
FROM: **Joseph Forte**
SUBJECT: **Request for a Code Enforcement Lien Reduction - 1539 Decatur Avenue**
NUMBER: **(ID # 3892)**
APPLICANT:
PLANNER:

DISCUSSION:

The City has received a request for a Reduction of Lien "code enforcement liens" that have been placed on the real property located at 1539 Decatur Avenue (Parcel ID# 424222210130).

Dawn Burton is the property owner of the property and was issued a Notice of Violation on June 21, 2019 for violations of Section 26-61 (ii) Junk and, 114-33 (2) Zoning. A hearing was held on September 17, 2019 in front of the Special Master. The Special Master released a Finding of fact and Conclusion of Law stating that the property was in violation and issued a $250.00 fine plus a $50.00 per day fine for each of four remaining violations for each day the violation exist.

The property was brought into compliance on December 31, 2019 but accumulated 67 days of fines. A Claim of Lien was recorded with the Clerk of the Court on January 15, 2020 in the amount of $250.00 for the Special Master Administrative Hearing fine ordered on September 17, 2019 and a Special Master Administration fine of $50.00 per day, per violation against the property for the two sited violations commencing.

A copy of the entire file is available in the Code Enforcement Office.

FISCAL ANALYSIS:

Special Master daily fines for non-compliance:	$6,700.00

Direct expenses to the city include:

Special Master Fee for one meeting.	$ 250.00
Filing fees.	$ 20.00
Code Enforcement staff time of 6 hours at 15.30 + 35%	$ 123.93
Community Development Director time of 1 hour.	$ 53.54

Percentage of original lien at 10%.	$ 670.00
Total to be paid to release the lien.	$1,117.43

STAFF RECOMMENDATION:

Reduce the lien from $6,700.00 to a balance owed to the City in the amount of $1,117.43**.**

COMMISSION GOAL:

N/A

MOTION:

To reduce the lien of $6,70.00 to an administrative fee in the amount of $1,117.43 payable no later than October 14, 2022. Failure to pay the lien by October 14, 2022, will cause the entire lien to remain in place without an opportunity to request an additional lien reduction and the city may choose to fill foreclosure on the property.

- 1539 Decatur Ave. Lien Reduction Request (PDF)

DISCUSSION:

The City has received a request for a Reduction of Lien "code enforcement liens" that have been placed on the real property located at 1539 Decatur Avenue (Parcel ID# 424222210130).

Dawn Burton is the property owner of the property and was issued a Notice of Violation on June 21, 2019 for violations of Section 26-61 (ii) Junk and, 114-33 (2) Zoning. A hearing was held on September 17, 2019 in front of the Special Master. The Special Master released a Finding of fact and Conclusion of Law stating that the property was in violation and issued a $250.00 fine plus a $50.00 per day fine for each of four remaining violations for each day the violation exist.

The property was brought into compliance on December 31, 2019 but accumulated 67 days of fines. A Claim of Lien was recorded with the Clerk of the Court on January 15, 2020 in the amount of $250.00 for the Special Master Administrative Hearing fine ordered on September 17, 2019 and a Special Master Administration fine of $50.00 per day, per violation against the property for the two sited violations commencing.

A copy of the entire file is available in the Code Enforcement Office.

FISCAL ANALYSIS:

Special Master daily fines for non-compliance:	$6,700.00

Direct expenses to the city include:

Special Master Fee for one meeting.	$ 250.00
Filing fees.	$ 20.00
Code Enforcement staff time of 6 hours at 15.30 + 35%	$ 123.93
Community Development Director time of 1 hour.	$ 53.54
Percentage of original lien at 10%.	$ 670.00
Total to be paid to release the lien.	$1,117.43

STAFF RECOMMENDATION:

Reduce the lien from $6,700.00 to a balance owed to the City in the amount of $1,117.43.

COMMISSION GOAL:

Attachment: 1539 Decatur Ave. Lien Reduction Request (3892 : Request for a Code Enforcement Lien Reduction - 1539 Decatur Avenue)

9.6.22

RE: 1539 Decatur

Case # 19-840

Joe:

I typed out Dawn Burton's statement below. Please note that this application came in **before** Randy updated the fines. This was Cheri's case and she had no documentation to support the dates and the fines. Once Randy updated HTE the daily fine changed to $6,700 plus the $250 magistrate fee. The CORRECT AMOUNT DUE IS $6950.00. The daily fine stopped on 12/31/19.

Peg

Initial violation (per records given to me) 6/21/19, correction date 6/24/19 – court 9/17/19 - $250 fine – unpaid as of this date – per paperwork given to pay fine over 100,000 – as city still continued to charge 100.00 per day – complaint 12/2019 then amount 19,850 – court reviewed – current 6,850 – I have not Worked since May 2022 – I cannot afford the 6,850 to date to clear lien – attached is paperwork given to me – I was not informed of 100.00 per day fine – Thank you for consideration on this matter.

Attachment: 1539 Decatur Ave. Lien Reduction Request (3892 : Request for a Code Enforcement Lien Reduction - 1539 Decatur Avenue)

MEMORANDUM

DATE: August 11, 2022

TO: CITY MANAGER

THROUGH: CODE ENFORCEMENT

FROM: CODE ENFORCEMENT

RE: CASE # 19-840
REQUEST FOR REDUCTION OF LIEN

Please find attached the Request for Reduction of Lien for your review, as well as a copy of the history of the case. The lien totals **$6,950.00** in this case.

Staff feels this application meets the requirements to proceed with the Request for Reduction of Lien.

Please review the information and issue a determination of approval or denial on this form. Pursuant to Administrative Code Section 3.20, your decision regarding approval or denial shall be based on whether the request fails any one of the established guidelines listed below:

(1) If a property owner has purchased property on which a lien was recorded, a waiver or reduction on lien shall not be granted, in such cases, the lien should have been considered in reaching a purchase price.

☐ FAILS
☒ DOES NOT FAIL

(2) If the title insurance policy is issued upon the purchase of the property and the title insurance failed to identify or consider the lien, a waiver or reduction in lien shall not be granted. In such cases, the lien should have been discovered by the title insurer and providing a reduction of waiver would place the County in the position of indemnifying the title insurer against its losses, which losses should be reflected in premium charges.

☐ FAILS
☒ DOES NOT FAIL

(3) A request for a waiver of reduction in lien shall not be granted if the Board of City Commissioners has previously reduced the amount of the lien. This

☐ FAILS
☒ DOES NOT FAIL

Attachment: 1539 Decatur Ave. Lien Reduction Request (3892 : Request for a Code Enforcement Lien Reduction - 1539 Decatur Avenue)

Lien Reduction Request Information Sheet

Property Address: 1539 Decatur Avenue Date Prepared: 8/11/2022

Owner of Property: Dawn M Burton

Date of Notice of Violation: 6/21/2019

Violations:

1. 26-61 (11) Junk Date of Compliance 12/31/2019 Exhibit A
2. 114-33 (2) Zoning Date of Compliance 12/31/2019 Exhibit A
3. _____ Date of Compliance _____ Exhibit _____
4. _____ Date of Compliance _____ Exhibit _____
5. _____ Date of Compliance _____ Exhibit _____
6. _____ Date of Compliance _____ Exhibit _____

Date of Special Master Hearing: 9/17/2019 Daily Fines Start Date: 10/25/2019

Daily Fines of $ 100.00 for 67 days equals $ 6,700.00 Dollars

Daily Fines of $ _____ for _____ days equals _____ Dollars

Notes if Applicable:

_____

_____

Fiscal Analysis:

_____ Grass Cutting

250.00 Special Master Administrative Fine(s)

6,700.00 Daily Accumulated Fines

10.00 Filing Fees for Liens

_____ Finance Department Cost (Amount of Staff Hours: _____)

_____ Code Enforcement Cost (Amount of Staff Hours: 6 +) 1 for Brian & 1 For Jo

10.00 Lien Release Fees

_____ Other: _____

_____ Subtotal

_____ Interest

_____ TOTAL

Attachment: 1539 Decatur Ave. Lien Reduction Request (3892 : Request for a Code Enforcement Lien Reduction - 1539 Decatur Avenue)

Exhibit A

Prepared 8/11/22, 8:26:50 — Case Master Inquiry - (CEN200I001) — Page
Program HTDFTAL — Screen detail for Program: CE CEN200I, Fees
User ID HLLHRSA — Case 19-00000840

Property Information
Address: 1539 DECATUR AVE
HOLLY HILL, FL 321172141
Location ID: 10586
PARCEL NUMBER: 4 2 42 22 21 0130
Short Parcel ID:
Zoning: R-2 R2 SFR - LOW-MED DENSITY
Subdivision:

Property Address Map
1539 DECATUR AVE HOLLY HILL,FL 321172141 .00 .00 X 424222210130 10586

Case General Information
Case status: CL CLOSED
Status date: 7/27/2022
Case type: RPM RESIDENTIAL PROPERTY MAINT
Reported date: 6/21/2019
Origination: OI OFFICER INITIATED
Default inspector: CLT
Credit balance: .00

Owner Information
Owner name: BURTON, DAWN M
Address: 1539 DECATUR AVENUE
City: HOLLY HILL, FL 321172141
Phone: 0
Notice: Y
Flip: Y

Violations

Type	Status	Location	Quantity	Date Established	Date Resolved
SANITARY (JUNK)	LI	FRONT SIDE REAR	1	6/21/2019	4/07/2020
ZONING	LI	R-1	1	6/21/2019	4/07/2020

Case Data

Description	Data
CN CORRECTION DATE	06-24-19
NOV POTENTIAL HEARING DA	
SPECIAL MASTER HEARING D	9/17/19
2ND MAILING ADDRESS	
FINE	$250.00

Active Inspections

Type	Insp ID	Schedule Date
No scheduled inspections exist		

Type	Description	Transaction	Amount Due	Amount Billed	Starting date	Ending date	Daily fee	Lien amount	Lien paid
40	SPEC MAG ADM FEE	250.00	250.00	.00	9/25/2019		.00	.00	.00
50	SPEC MAG DAILY FINE	6700.00	6700.00	.00	10/25/2019	12/31/2019	100.00	.00	

Attachment: 1539 Decatur Ave. Lien Reduction Request (3892 : Request for a Code Enforcement Lien Reduction - 1539 Decatur Avenue)

Previous Years Certified Tax Roll Values

Year	Land Value	Impr Value	Just Value	Non-Sch Assd	County Exemptions	County Taxable	HX Savings
2021	$17,745	$71,040	$88,785	$48,974	$25,000	$23,974	$39,811
2020	$17,745	$70,867	$88,612	$48,298	$25,000	$23,298	$40,314
2019	$17,914	$65,183	$83,097	$47,212	$25,000	$22,212	$35,885
2018	$15,158	$55,522	$70,680	$46,332	$25,000	$21,332	$24,348
2017	$13,780	$46,209	$59,929	$45,379	$25,000	$20,379	$14,550
2016	$9,261	$42,225	$51,486	$44,446	$25,000	$19,446	$7,040
2015	$9,407	$40,541	$49,948	$44,137	$25,000	$19,137	$5,811
2014	$10,800	$40,253	$51,053	$43,787	$25,000	$18,787	$7,266
2013	$10,452	$32,688	$43,140	$43,140	$25,000	$18,140	$0

Land Data

#	Land Use	Ag	Type	Units	Acres	Sq Feet	FF	Depth	Rate	Just Value
1	0101-IMP PVD THRU .49 AC	N	F-FRONT FOOT				65.0	150	285	$19,451
									Total Land Value:	$19,451

Building(s) - Residential

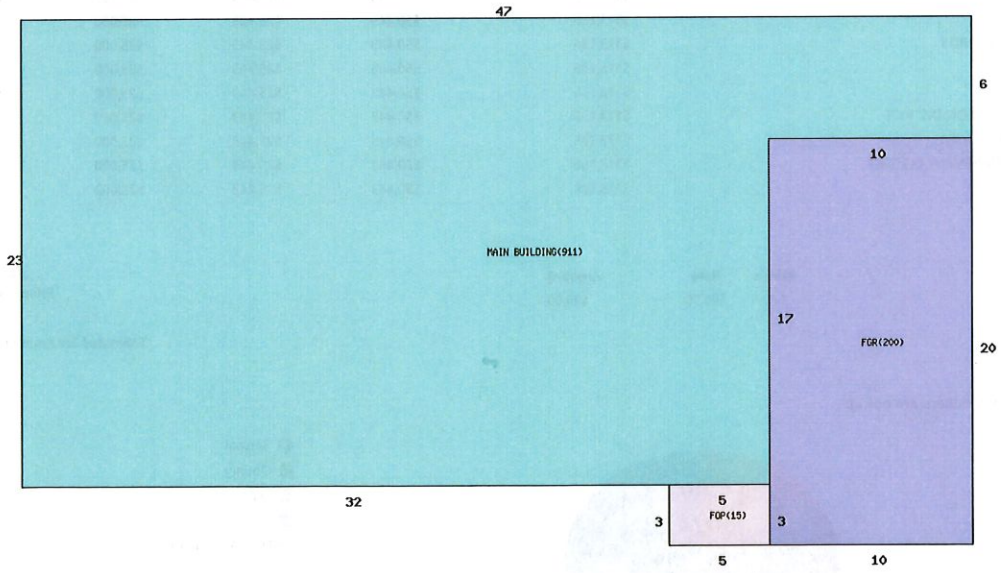
Card (Bldg) #: 1

Style:		**# Stories:**	1	**2 Fixture Baths:**	0
Description:	R1 - Single Family	**# Bedrooms:**	1	**3 Fixture Baths:**	1
Quality Grd:	300	**Floor Type:**	10 - TERRAZZO MONOLITHIC	**4 Fixture Baths:**	0
Arch Design:				**5 Fixture Baths:**	0
Year Built:	1968	**Wall Type:**	3 - PLASTER	**6 Fixture Baths:**	0
Total SFLA:	911	**Exterior Wall:**	15 - CONCRETE - CINDER BLOCK	**7 Fixture Baths:**	0
HVAC:	Y - AIR CONDITIONING	**Foundation:**	3 - CONCRETE SLAB	**Add'l Fixtures:**	0
Heat Method:	6 - FORCED DUCTED	**Roof Cover:**	3 - ASPHALT SHINGLE		
Heat Source:	1 - ELECTRICITY	**Roof Type:**	03 - GABLE		
		FPL:	//		

Total Building Value: $93,346

Additions to Base Area - Card (Bldg) #: 1

Description	Area	Year Built
MAIN BUILDING	911	
Porch, Open Finished	15	
Finished Garage	200	
Total Building Area	1,126	



Attachment: 1539 Decatur Ave. Lien Reduction Request (3892 : Request for a Code Enforcement Lien Reduction - 1539 Decatur Avenue)

RECEIVED
AUG 10 2022

APPLICANT AUTHORIZATION FORM

An authorized applicant is defined as:

- The property owner of record; or
- An agent of said property owner (power of attorney to represent and bind the property owner must be submitted with the application); or
- Contract purchaser (a copy of a fully executed sales contract must be submitted with the application containing a clause or clauses allowing an application to be filed).

I Dawn M Burton, the fee simple owner of the following
(Owner's Name)

described property (Provided Legal Description or Tax Parcel ID Number(s)
Parcel 42 42 22 21 0130

hereby petition the Holly Hill City Commissioners to grant a release of lien in the amount of $ 6,850 for Case No. 19-00000840, and affirm that is hereby designated to act as my / our authorized agent and to file the attached application for the above stated request and make binding statements and commitments regarding the request.

Dawn M Burton
Owner's Name

Dawn M Burton
Owner's Signature

Owner's Name

Owner's Signature

I certify that I have examined the application and that all statements and diagrams submitted are true and accurate to the best of my knowledge. Further, I understand that this application, attachments and fees become part of the Official Records of Volusia County, Florida and are not returnable.

SWORN TO AND SUBSCRIBED before me this 10 day of August 2022.

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared Dawn M Burton, who is personally known to me or who has produced Florida DL as identification and who executed the foregoing instrument and sworn oath.

WITNESS my hand and official seal in the County and State last aforesaid this 10 day of August, 2022.

Notary Public in and for the County and State Aforementioned

CARL W. COPES, NOTARY PUBLIC
NOTARY ID # 55246
CADDO PARISH, LOUISIANA
COMMISSION IS FOR LIFE

Attachment: 1539 Decatur Ave. Lien Reduction Request (3892 : Request for a Code Enforcement Lien Reduction - 1539 Decatur Avenue)

STATE OF Louisiana
~~COUNTY~~ PARISH OF: Caddo

PERSONALLY appeared before me, the undersigned authority duly authorized to administer oaths and take acknowledgements, David M. Burton, who after first being duly sworn, acknowledged before me that the information contained herein is true and correct. He/she is not personally know to me and has produced Florida Dr. Lic. as identification and did take an oath.

Date: 8-10-22

Notary Public

My Commission Expires CARL W. COPES, NOTARY PUBLIC NOTARY ID # 55246 ~~CADDO~~ PARISH, LOUISIANA MY COMMISSION IS FOR LIFE

RETURN COMPLETED, SIGNED AND NOTARIZED FORM TO

CODE ENFORCEMENT DEPARTMENT

1065 RIDGEWOOD AVENUE

HOLLY HILL, FL 32117

Attachment: 1539 Decatur Ave. Lien Reduction Request (3892 : Request for a Code Enforcement Lien Reduction - 1539 Decatur Avenue)

CITY OF HOLLY HILL

CASE # 19 - 00006840

REQUEST FOR REDUCTION OF LIEN

BY COMPLETING THIS FORM, YOU ARE MAKING STATEMENTS UNDER OATH

INSTRUCTIONS: Please fill in all pages of this form completely. Be specific when writing your statement. Please return this form to Code Enforcement. THE REQUEST FOR REDUCTION OF LIEN will then be presented to the City Commission at their regularly scheduled hearing, or as soon thereafter as possible, any you will be notified in writing of the Board's decision within 10 days after the meeting. If you are claiming medical or financial hardship, attach supporting documentation (i.e., a doctor's statement or proof of income). If you have any question, please call the Clerk at (386-248-9441).

Property Owner's Name: Dawn M Burton

Property Address: 1539 Decatur Ave

Phone number(s) where you can be reached during the day:

386.299.8490 cell _____

Is the property now in compliance? ✓ YES ___NO

(If No, explain in detail)_____

_____

_____

_____

Are you claiming financial hardship? ✓ YES ___NO

Are you claiming medical hardship? __YES ___NO

Attachment: 1539 Decatur Ave. Lien Reduction Request (3892 : Request for a Code Enforcement Lien Reduction - 1539 Decatur Avenue)

If the property owner is unable to complete this form, list the name of the person who is legally authorized to act for the property owner and his/her relationship to the property owner:

Name:_____

Relationship:_____

I, Dawn M Burton, do hereby submit this REQUEST FOR REDUCTION OF LIEN to request a reduction in the total amount of lien imposed and in support of the following statement:

Initial notahm (per records given to me) 6/21/19, Comcnm date 6/24/19 - Court 9/17/19 - 250.00 fine - unpaid as of this date - per paperwork given to pay fine over 100,000 - as city shall continued to charge 100.00 per day - Compliant 12/2019 - then amount 19,850 - Court Renewed - current 6,850 - I have not worked since May 2022 - I cannot afford the 6,850 to date to clear lien - attached is paperwork given to me - I was not informed of 100.00 per day fine - Thank you for consideration in this matter -

Date: 8/9/22

Signed: Dawn M Burton

Print Name: Dawn M Burton

Attachment: 1539 Decatur Ave. Lien Reduction Request (3892 : Request for a Code Enforcement Lien Reduction - 1539 Decatur Avenue)

Lien

Property Information	
Police Case # 19-840	Parcel # 4242-2221-0130
	Parcel Address 1539 Decatur Ave.
	Owner Name Dawn M. Burton
	Mailing address if different from parcel address

Claim of Lien
Description of Violation and Special Master Directives This case went to Special Master in September 2019. Orders signed 9/25/19. A $250.00 administrative fine starting 12/24/19 and two violations starting 10/25/19 @$50.00 per day per violation.
Amount of Lien $

Release of Lien		
Comments		
Amount Paid $	Instrument #	
Book #	Page #	Date of Recording

Attachment: 1539 Decatur Ave. Lien Reduction Request (3892 : Request for a Code Enforcement Lien Reduction - 1539 Decatur Avenue)

Return To:	
Name:	Brian M. Walker, Community Develop...nt Director
Address:	1065 Ridgewood Ave
	Holly Hill, FL 32117-2807
This instrument Prepared by:	
Name:	Darryl Pierce
Address:	1065 Ridgewood Ave
	Holly Hill, FL 32117-2807
Property Appraisers Parcel ID Number(s):	4242-22-21-0130

1/15/2020 9:42:51 AM
Instrument# 2020009668 4 pages
Book: 7801 Page: 2805
Electronically Recorded By
Volusia County Clerk of the Court

Claim of Lien

State of Florida, County of Volusia

Before me, the undersigned Notary Public, personally appeared Brian M. Walker, Community Development Director
Who was duly sworn and says he/she is(the lienor herein) (the agent herein)

City of Holly Hill
(Lienor's Name)

whose address is 1065 Ridgewood Ave, Holly Hill, Florida 32117
(Lienor's Address)

and in accordance with a service with Dawn M Burton

Lienor furnished labor, services or materials consisting of:
Special Magistrate Administrative Hearing Fine of $250.00 ordered on September 25, 2019, which remains unpaid.

Special Master Violation Fine: $50.00 per day per violation against this property. The two cited violations have not been corrected; the property has not come into compliance. $50.00 per day per violation fine, commencing on October 25, 2019.

on the following described real property in Volusia County, Florida:
(Describe real property sufficiently for identification, including street and number, if known)
LOT 13 & S 5 FT OF LOT 12 & N 10 FT OF LOT 14 BLK 21 FLOMICH GARDENS SEC HOLLY HILL HEIGHTS PER OR 4426 PG 1824

1539 Decatur Avenue, Holly Hill FL 32117

owned by Dawn M Burton of a violation fine total of One Hundred Dollars ($100.00) per day; commencing on October 25, 2019 until property comes into compliance, along with a hearing fine of Two Hundred Fifty Dollars ($250.00), which remain unpaid as of January 13, 2020.

Failure to timely pay the fine and costs; may result in a certified copy of this Order, being recorded in the Public Records of Volusia County, Florida. Which if so recorded shall constitute a lien against the subject property; and upon any other real or personal property owned by Respondent. Respondent shall be responsible for all charges incurred to record any lien, or satisfaction of lien, with the Clerk of Court.

Lienor: City of Holly Hill

By _____ (Agent)

Print Name: Brian M. Walker, Community Development Director

Sworn to and subscribed before me this 13th day of January, 2020.

DARRYL T. PIERCE
Notary Public - State of Florida
Commission # GG 281034
My Comm. Expires Dec 2, 2022
Bonded through National Notary Assn.

_____
Notary Public

Attachment: 1539 Decatur Ave. Lien Reduction Request (3892 : Request for a Code Enforcement Lien Reduction - 1539 Decatur Avenue)

Attachment: 1539 Decatur Ave. Lien Reduction Request (3892 : Request for a Code Enforcement Lien Reduction - 1539 Decatur Avenue)

CITY OF HOLLY HILL CODE ENFORCEMENT
SPECIAL MAGISTRATE'S HEARING
HOLLY HILL, FLORIDA

City of Holly Hill, a Political Sub-division of the State of Florida

Petitioner,

-vs-

Dawn M. Burton, Owner

Respondent.

Parcel No. 4242-2221-0130
Case No. 19-840

ORDER OF NON-COMPLIANCE

The Holly Hill Code Enforcement Special Magistrate has heard testimony under oath at a hearing on the above styled case on the 17th of September, 2019, and based on the evidence received, the Special Magistrate, thereupon issues its FINDINGS OF FACT, CONCLUSIONS OF LAW, AND ORDER as follows:

FINDINGS OF FACT

That Dawn M. Burton, the Owner and Respondent of the property located at 1539 Decatur Avenue, Holly Hill, Florida 32117 was given a Violation Notice on the 21st of June, 2019 for the violation of Section 26-61(11) The storage or accumulation of junk in any area zoned for residential use; and Section 114-33(2) - Interpretation of permitted uses and structures. A requested use or structure that is not expressly permitted in a classification shall be prohibited in that classification.

At the hearing, the Code Enforcement Officer testified that the violations continue to exist. There is garbage, scrap metal, debris, chairs, water heaters, sinks, and other items dropped off on the driveway or yard of the residence and then either stored on the driveway or yard or removed at a later date by other individuals with trailers. Items are removed at a later time, but are quickly replaced by more junk and debris, and this routine is occurring on a regular basis. The Code Enforcement Officer believes that this pattern reflects a scrap metal or dismantling business due to the frequency and pattern of occurrences. The Code Enforcement Officer provided photographs of various items stored on the driveway and yard of the residence, and numerous occasions of placement and removal of a wide range of items were demonstrated.

The Owner appeared and denied that there is a scrap metal or any sort of business being conducted on the property.

CONCLUSIONS OF LAW

That Respondent and Owner of the property located at 1539 Decatur Avenue, Holly Hill, FL 32117 is in violation of Holly Hill Zoning and Ordinances: Section 26-61(11) The storage or accumulation of junk in any area zoned for residential use; and Section 114-33(2) - Interpretation of permitted uses and structures. A requested use or structure that is not expressly permitted in a classification shall be prohibited in that classification.

ORDER

Based on the foregoing Findings of Fact and Conclusions of Law, and the authority of Chapter 162, Florida Statutes and the Holly Hill Code Enforcement Ordinance, Chapter 2 Section 2-116, it is duly ORDERED by this Special Magistrate that the Respondent shall pay an administrative fine of two hundred fifty dollars ($250.00), which if not paid in ninety (90) days from the date of this order shall be recorded as a lien and such recordation shall constitute a lien against the Respondent's real (except homestead) and personal property in Volusia County, Florida, said property to include, but not necessarily limited to that described above. 12/24

If the violation of Section 26-61(11) The storage or accumulation of junk in any area zoned for residential use, is not brought into compliance within thirty (30) days from the date of this order, there shall be a fine of fifty dollars ($50.00) a day, for each and every day the violation continues to exist. 10/25

In terms of the violation of Section 114-33(2) - Interpretation of permitted uses and structures. A requested use or structure that is not expressly permitted in a classification shall be prohibited in that classification. Therefore, any incident(s) involving a use of the property in violation of its zoning classification shall be fined at fifty ($50.00) per incident. 10/25

DONE AND ORDERED this 25th day of September 2019, in Holly Hill, County of Volusia, Florida.

CITY OF HOLLY HILL
CODE ENFORCEMENT

By, Melody Pullen
Melody Pullen, Special Magistrate

Attest: Cherie Towne
Code Enforcement Official

This instrument prepared by Melody Pullen, Special Magistrate for the Code Enforcement, 1065 Ridgewood Avenue, Holly Hill, Florida 32117, Telephone number: (386) 248-9490.

Attachment: 1539 Decatur Ave. Lien Reduction Request (3892 : Request for a Code Enforcement Lien Reduction - 1539 Decatur Avenue)

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on 25th day of Sept, 2019 a true and accurate copy of the foregoing has been furnished by U.S. Mail to:

Dawn Burton
1539 Decatur Avenue
Holly Hill, FL 32117

Cherie Towne
Code Enforcement Official

IMPORTANT NOTICE

The Respondent must notify the Code Enforcement Officer, when this order is complied with. Until the Code Enforcement Officer verifies the property is in compliance the fine will continue to accrue. This order will be recorded in the Official Records of the Office of the Clerk of the Court in Volusia County, Florida, and such recordation shall constitute a lien against the Respondent's real and personal property in Volusia County, Florida, said property to include, but not necessarily limited to that described above (EXCEPT HOMESTEAD)

The Respondent has the right to appeal whether the property is in compliance. The Respondent must file their appeal for a hearing within 20 days from the date the fine goes into effect. If the property is found to be still in non-compliance the fine will begin on the original date the fine was to go into effect. This hearing will only cover whether the property is now in compliance. It will not be a rehearing of the whole case which was previously ruled on.

Attachment: 1539 Decatur Ave. Lien Reduction Request (3892 : Request for a Code Enforcement Lien Reduction - 1539 Decatur Avenue)

Return To:	
Name:	Brian M. Walker, Community Development Director
Address:	1065 Ridgewood Ave
	Holly Hill, FL 32117-2807
This instrument Prepared by:	
Name:	Darryl Pierce
Address:	1065 Ridgewood Ave
	Holly Hill, FL 32117-2807
Property Appraisers Parcel ID Number(s):	4242-22-21-0130

Claim of Lien

State of Florida, County of Volusia

Before me, the undersigned Notary Public, personally appeared Brian M. Walker, Community Development Director
Who was duly sworn and says he/she is(the lienor herein) (the agent herein)

City of Holly Hill
(Lienor's Name)

whose address is 1065 Ridgewood Ave, Holly Hill, Florida 32117
(Lienor's Address)

and in accordance with a service with Dawn M Burton

Lienor furnished labor, services or materials consisting of:
Special Magistrate Administrative Hearing Fine of $250.00 ordered on September 25, 2019, which remains unpaid.

Special Master Violation Fine: $50.00 per day per violation against this property. The two cited violations have not been corrected; the property has not come into compliance. $50.00 per day per violation fine, commencing on October 25, 2019.

on the following described real property in Volusia County, Florida:
(Describe real property sufficiently for identification, including street and number, if known)
LOT 13 & S 5 FT OF LOT 12 & N 10 FT OF LOT 14 BLK 21 FLOMICH GARDENS SEC HOLLY HILL HEIGHTS PER OR 4426 PG 1824

1539 Decatur Avenue, Holly Hill FL 32117

owned by Dawn M Burton of a violation fine total of One Hundred Dollars ($100.00) per day; commencing on October 25, 2019 until property comes into compliance, along with a hearing fine of Two Hundred Fifty Dollars ($250.00), which remain unpaid as of January 13, 2020.

Failure to timely pay the fine and costs; may result in a certified copy of this Order, being recorded in the Public Records of Volusia County, Florida. Which if so recorded shall constitute a lien against the subject property; and upon any other real or personal property owned by Respondent. Respondent shall be responsible for all charges incurred to record any lien, or satisfaction of lien, with the Clerk of Court.

Lienor: City of Holly Hill

By _____ (Agent)

Print Name: Brian M. Walker, Community Development Director

Sworn to and subscribed before me this 13th day of January, 2020.

NOTARY PUBLIC STATE OF FLORIDA
DARRYL T. PIERCE
Notary Public - State of Florida
Commission # GG 281034
My Comm. Expires Dec 2, 2022
Bonded through National Notary Assn.

_____
Notary Public

Attachment: 1539 Decatur Ave. Lien Reduction Request (3892 : Request for a Code Enforcement Lien Reduction - 1539 Decatur Avenue)

Lien

Property Information	
Police Case # 19-840	Parcel # 4242-2221-0130
	Parcel Address 1539 Decatur Ave.
	Owner Name Dawn M. Burton
	Mailing address if different from parcel address

Claim of Lien
Description of Violation and Special Master Directives This case went to Special Master in September 2019. Orders signed 9/25/19. A $250.00 administrative fine starting 12/24/19 and two violations starting 10/25/19 @$50.00 per day per violation.
Amount of Lien $

Release of Lien		
Comments		
Amount Paid $	Instrument #	
Book #	Page #	Date of Recording

Attachment: 1539 Decatur Ave. Lien Reduction Request (3892 : Request for a Code Enforcement Lien Reduction - 1539 Decatur Avenue)

CITY OF HOLLY HILL CODE ENFORCEMENT
SPECIAL MAGISTRATE'S HEARING
HOLLY HILL, FLORIDA

City of Holly Hill, a Political Sub-division of the State of Florida

Petitioner,

-vs-

Dawn M. Burton, Owner

Respondent.

Parcel No. 4242-2221-0130
Case No. 19-840

ORDER OF NON-COMPLIANCE

The Holly Hill Code Enforcement Special Magistrate has heard testimony under oath at a hearing on the above styled case on the 17th of September, 2019, and based on the evidence received, the Special Magistrate, thereupon issues its FINDINGS OF FACT, CONCLUSIONS OF LAW, AND ORDER as follows:

FINDINGS OF FACT

That Dawn M. Burton, the Owner and Respondent of the property located at 1539 Decatur Avenue, Holly Hill, Florida 32117 was given a Violation Notice on the 21st of June, 2019 for the violation of Section 26-61(11) The storage or accumulation of junk in any area zoned for residential use; and Section 114-33(2) - Interpretation of permitted uses and structures. A requested use or structure that is not expressly permitted in a classification shall be prohibited in that classification.

At the hearing, the Code Enforcement Officer testified that the violations continue to exist. There is garbage, scrap metal, debris, chairs, water heaters, sinks, and other items dropped off on the driveway or yard of the residence and then either stored on the driveway or yard or removed at a later date by other individuals with trailers. Items are removed at a later time, but are quickly replaced by more junk and debris, and this routine is occurring on a regular basis. The Code Enforcement Officer believes that this pattern reflects a scrap metal or dismantling business due to the frequency and pattern of occurrences. The Code Enforcement Officer provided photographs of various items stored on the driveway and yard of the residence, and numerous occasions of placement and removal of a wide range of items were demonstrated.

The Owner appeared and denied that there is a scrap metal or any sort of business being conducted on the property.

CONCLUSIONS OF LAW

Attachment: 1539 Decatur Ave. Lien Reduction Request (3892 : Request for a Code Enforcement Lien Reduction - 1539 Decatur Avenue)

That Respondent and Owner of the property located at 1539 Decatur Avenue, Holly Hill, FL 32117 is in violation of Holly Hill Zoning and Ordinances: Section 26-61(11) The storage or accumulation of junk in any area zoned for residential use; and Section 114-33(2) - Interpretation of permitted uses and structures. A requested use or structure that is not expressly permitted in a classification shall be prohibited in that classification.

ORDER

Based on the foregoing Findings of Fact and Conclusions of Law, and the authority of Chapter 162, Florida Statutes and the Holly Hill Code Enforcement Ordinance, Chapter 2 Section 2-116, it is duly ORDERED by this Special Magistrate that the Respondent shall pay an administrative fine of two hundred fifty dollars ($250.00), which if not paid in ninety (90) days from the date of this order shall be recorded as a lien and such recordation shall constitute a lien against the Respondent's real (except homestead) and personal property in Volusia County, Florida, said property to include, but not necessarily limited to that described above. 12/24

If the violation of Section 26-61(11) The storage or accumulation of junk in any area zoned for residential use, is not brought into compliance within thirty (30) days from the date of this order, there shall be a fine of fifty dollars ($50.00) a day, for each and every day the violation continues to exist. 10/25

In terms of the violation of Section 114-33(2) - Interpretation of permitted uses and structures. A requested use or structure that is not expressly permitted in a classification shall be prohibited in that classification. Therefore, any incident(s) involving a use of the property in violation of its zoning classification shall be fined at fifty ($50.00) per incident. 10/25

DONE AND ORDERED this 25th day of September 2019, in Holly Hill, County of Volusia, Florida.

CITY OF HOLLY HILL
CODE ENFORCEMENT

By, Melody Pullen
Melody Pullen, Special Magistrate

Attest: Cherie Towne
Code Enforcement Official

This instrument prepared by Melody Pullen, Special Magistrate for the Code Enforcement, 1065 Ridgewood Avenue, Holly Hill, Florida 32117, Telephone number: (386) 248-9490.

Attachment: 1539 Decatur Ave. Lien Reduction Request (3892 : Request for a Code Enforcement Lien Reduction - 1539 Decatur Avenue)

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on 25th day of Sept, 2019 a true and accurate copy of the foregoing has been furnished by U.S. Mail to:

Dawn Burton
1539 Decatur Avenue
Holly Hill, FL 32117

Cherie Towne
Code Enforcement Official

IMPORTANT NOTICE

The Respondent must notify the Code Enforcement Officer, when this order is complied with. Until the Code Enforcement Officer verifies the property is in compliance the fine will continue to accrue. This order will be recorded in the Official Records of the Office of the Clerk of the Court in Volusia County, Florida, and such recordation shall constitute a lien against the Respondent's real and personal property in Volusia County, Florida, said property to include, but not necessarily limited to that described above (EXCEPT HOMESTEAD)

The Respondent has the right to appeal whether the property is in compliance. The Respondent must file their appeal for a hearing within 20 days from the date the fine goes into effect. If the property is found to be still in non-compliance the fine will begin on the original date the fine was to go into effect. This hearing will only cover whether the property is now in compliance. It will not be a rehearing of the whole case which was previously ruled on.

Attachment: 1539 Decatur Ave. Lien Reduction Request (3892 : Request for a Code Enforcement Lien Reduction - 1539 Decatur Avenue)

Altkey: 3190416
BURTON DAWN M

Parcel: 424222210130
1539 DECATUR AVE , HOLLY HILL

Parcel

Short Parcel Id	424222210130
Property Location	1539 DECATUR AVE, HOLLY HILL, 32117
PC Code	0100 - SINGLE FAMILY
Total Bldgs	1
Neighborhood	2728 - ALABAMA STREETS - HOLLY HILL
Business Name	
Homestead Property	Yes

Primary Owner

Owner	BURTON DAWN M
In Care Of	
Mailing Address	1539 DECATUR AVE
	HOLLY HILL FL 32117 2141

All Owners

#	Owner 1	Owner 2	Owner %	Owner Type(s)
0	BURTON DAWN M		100	FS - Fee Simple

Legal

Millage Group	203-HOLLY HILL
Legal Description	LOT 13 & S 5 FT OF LOT 12 & N 10 FT OF LOT 14 BLK 21 FLOMICH GARDENS SEC HOLLY HILL HEIGHTS PER OR 4426 PG 1824
Map TWP-RNG-SEC	14 - 32 - 42
Subdivision-Block-Lot	22 - 21 - 0130
Date Created	26-DEC-81
Year Annexed	

Special Assessment

Project #	Description	Units	Rate	Amount
0203	HOLLY HILL STORMWATER	1.00	$96.00	$96.00

Sales

Book/Page	Instr Type	Inst #	Sale Date	V/I	Sale Price
4426 / 1824	WD-WARRANTY DEED	1999084424	04/15/1999	I	$54,500
3856 / 0237	WD-WARRANTY DEED	1993126320	09/15/1993	I	$49,900
1064 / 0226	WD-WARRANTY DEED		12/15/1968	I	$12,000

County Links

Property Tax Bill	CLICK HERE
Link to Permits	CLICK HERE

Attachment: 1539 Decatur Ave. Lien Reduction Request (3892 : Request for a Code Enforcement Lien Reduction - 1539 Decatur Avenue)

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Ordinance

MEETING DATE: **September 12, 2022**
FROM: **Brian Walker**
SUBJECT: **FIRST READING - ORDINANCE 3055 - an Ordinance of the City of Holly Hill, Florida, Amending the Comprehensive Plan by Amending the Future Land Use Map Designation of Certain Property Identified as 649 6Th Street Having Parcel Number 4244-01-20-0037 and 661 6Th Street Having Parcel Number 4244-01-20-0048 and 659 6Th Street Having Parcel Number 4244-01-20-0045 and 538 Cedar Avenue Having Parcel Number 4244-01-20-0046, by Virtue of a Small Scale Future Land Use Map Amendment; Changing the Future Land Use Map Designation from Low Density Single-Family Residential to Medium Density Residential; Providing for Conflicting Ordinance; Providing for Severability; and Providing for an Effective Date. AND FIRST READING - ORDINANCE 3056 - an Ordinance of the City of Holly Hill, Florida, Amending the Land Development Regulations by Amending the Official Zoning Map to Designate the Property Described in Exhibit "A" from APUD (Agricultural Planned Unit Development) and R-2 (Low-Medium Density Single-Family Residential) to RPUD (Residential Planned Unit Development); Providing for Conflicting Ordinances; Providing for Severability; and Providing for an Effective Date.**
NUMBER: **2022-O-3055**
APPLICANT: **Brian Walker**
PLANNER:

INTRODUCTION

Consider an Ordinance enacting a Small Scale Future Land Use Map Amendment from Low Density Single-Family Residential (LDSFR) to Medium Density Residential (MDR), and a separate Ordinance enacting a Rezone from R-2 (Low Medium-Density Single-Family Residential) and APUD (Agriculture Planned Unit Development) to RPUD (Residential Planned Unit Development) for 4 parcels together totaling approximately 14.24 acres located approximately 900 feet west of Center Avenue on the south side of 6th Street and more specifically known as 661 6th Street, 659 6th Street, 649 6th Street and 538 Cedar Avenue. (CPA-2022-01) and (RZ-2022-04) (Rick Maugeri, Applicant).

BACKGROUND

The Applicant is requesting a Small-Scale Future Land Use Map Amendment from Low Density Single-Family Residential to Medium Density Residential, and a Rezone from R-2 (Low Medium-Density Single-Family Residential) and APUD (Agriculture Planned Unit Development), to RPUD (Residential Planned Unit Development), in order to develop a 134-unit townhome development. The largest of the 4 parcels, 649 6th Street, was at one time an active farm. In March of 2020, a demolition permit was obtained to demolish a house on the site and the demolition has been completed. Therefore, the property is currently vacant.

The subject property abuts residential homes on the south and east, and commercial property on the west, commonly known as the News Journal Building. To the north across 6th Street, are residential homes.

Although the R-4A and R-6 zoning districts allow for townhome development, the applicant is proposing a Residential Planned Unit Development for their townhome project. This is because the R-4A and R-6 zoning districts are districts that do not allow for any flexibility with regard to development standards. For example, the R-4A zoning district allows a maximum density of 7 dwelling units per acre. However, the applicant is proposing more than that. The R-6 zoning district requires a 30-foot rear setback. However, the applicant's project proposes a 10-foot rear setback. For these reasons, the project does not qualify for the R-4A or R-6 zoning district. Therefore, the applicant is requesting a Residential Planned Unit Development (RPUD) which allows for some flexibility with respect to development standards. The applicant is also proposing to provide enhanced development standards in other areas of the project, such as with buffers and landscaping.

SITE INFORMATION

Size of Property: The property consists of 4 parcels and is approximately 14.24 acres

Legal Description: (Exhibit A)

Parcel Identification Numbers: Per Property Appraiser. (**Exhibit B**)

General Location: The property is approximately 900 feet west of Center Avenue on the south side of 6th Street. (**Exhibit C**)

Frontage: The property has approximately 780 feet of frontage along 6th Street.

Access: Street and vehicular access will be provided via public and/or private rights-of-way (ROW).

Aerial Photography: (**Exhibit D**)

Existing Development: The property is currently vacant.

Future Land Use Designation: The current FLU designation is Low Density Single-Family Residential and the proposed FLU designation is Medium Density Residential. (**Exhibit E**)

Zoning: Current Zoning is R-2 (Low Medium-Density Single-Family Residential) and APUD (Agriculture Planned Unit Development), and the proposed is zoning is RPUD (Residential Planned Unit Development). (**Exhibit F**).

Floodplain Impacts: Based on the 2017 FIRM Panel 12127C0356J, most of the property is flood prone. (**Exhibit G**)

Wetland Impacts: Based on aerial photos, survey, and County wetland map analysis, there are no wetlands on the subject property.

Buffers: Enhanced landscaped buffers are proposed and will be fully landscaped upon development.

Required Vacates: In order to develop the project as shown on the Preliminary Plan, a portion of Bay Avenue, south of 6th Street and a portion of Cedar Avenue, south of 6th Street will need to be vacated.

ZONING AND LAND USES

For zoning districts and future land uses that surround the subject parcel, see the attached sheet labeled "**Zoning and Land Use Table**."

PROJECT ANAYLSIS

In addition to criteria established in the Comprehensive Plan, the amendment has been analyzed in terms of its infrastructure impacts. For considering a change of land use, an analysis comparing the maximum development potential under each land use and available capacity is required. Impacts to traffic, potable water, waste water and solid waste have been analyzed **based on gross acreage** and are summarized below. Supporting details for the analysis are shown in **Exhibit H** titled, Facility Impact Analysis. The School Board has also provided a Finding of Adequate Capacity attached as **Exhibit I.**

DEVELOPMENT POTENTIAL

Current FLU: The maximum permitted density under the property's current FLUM of Low Density Single-Family Residential (LDSFR) is **6 dwelling units per net acre**.

Proposed FLU: The maximum permitted density under the proposed FLU of Medium Density Residential is **7 to 19 dwelling units per net acre**.

Potable Water Data and Analysis:
Potable Water Demand under the Current FLUM Designation is an average daily flow of 25,500 gallons per day.

Potable Water Demand under the Proposed FLUM Designation is an average daily flow of 85,500 gallons per day.

Change in Potable Water Usage
The change in Potable Water Demand from a Land Use Amendment is an increase of 60,000 gpd.

Capacity: The City's potable water treatment plant has a processing capacity of 2.3 MGD. The current maximum daily flow is 1.3 MGD. Therefore, the plant has sufficient capacity to

accommodate the density increase permitted under the proposed future land use designation. Development will be required to connect to City water.

Sanitary Sewer Data and Analysis:
Maximum Sanitary Sewer Demand under the Current FLUM Designation is an average daily flow of 21,250 gallons per day.

Sanitary Sewer Demand under the Proposed FLUM Designation is 71,250 gallons per day.

Change in Sanitary Sewer Usage
The change in Sanitary Sewer Demand resulting from a Land Use Amendment is an increase of 50,000 gpd.

Capacity: The waste water treatment plant servicing this site has the capacity to service 3.0 MGD. Currently the plant services 1.85 MGD. The anticipated amount of wastewater to be generated by the increased density is 71,250 gallons per day. Therefore, the plant has sufficient capacity to accommodate the increase anticipated by proposed future land use designation. Development will be required to connect to City sewer.

Transportation: The proposed future land use map amendment will result in no significant increase of daily trips from the maximum allowed by the current land use.

Solid Waste: The City's contracted waste hauler, Waste Pro, delivers solid waste to Volusia County's Tomoka Farms Road Landfill. This is a 3,400-acre Class 1 landfill and it is estimated to have excess capacity through 2052. The Tomoka Landfill has sufficient capacity to accommodate the proposed FLUM designation.

Stormwater Management: The proposed use is medium density residential. The existing drainage patterns will be maintained and all stormwater calculations will comply with current rules specified by the City of Holly Hill, Volusia County, St. Johns River Water Management District and Federal Emergency Management Agency. This project will attenuate and treat the stormwater for the mean annual, 25-year, 24-hour and 100-year, 24-hour storm events. The site will be developed in accordance with all Local, State and Federal regulations. Post development stormwater discharge rates and volumes will not exceed pre-development discharge rates and volumes.

CONSISTENCY WITH URBAN SPRAWL RULE

Section 163.3177(6)(a)(9)(b), Florida Statutes, states that plan amendments shall be determined to discourage the proliferation of urban sprawl. In general terms and as directed by Florida Statutes and rules of the Florida Administrative Code, key urban sprawl indicators are leapfrog development, premature development, and development that does not make efficient use of urban services. Local governments are responsible for ensuring that their actions do not further urban sprawl.

This amendment does not represent leapfrog development or premature development, and in general promotes efficiency in the use of urban services.

CONSISTENCY WITH THE COMPREHENSIVE PLAN

A review of the goals, objectives and policies of the comprehensive plan was conducted to determine if the proposed amendment to the future land use map is consistent with the comprehensive plan. The proposed request is consistent with the comprehensive plan with particular note of the following policies:

Chapter 1 - Future Land Use Element

- Policy 1.1.2 - The Future Land Use Element sets a maximum development intensity for the Medium Density Residential FLU at more than 6 but fewer than 20 per net acre.

  The parcel is currently vacant. Future development on the subject parcel will be required to comply with this requirement.

- Policy 1.1.5 requires development to be consistent with all aspects of the comprehensive plan.

  The parcel is currently vacant. Any proposed development will be required to be consistent with the comprehensive plan and demonstrate that there will be no decline to any established levels of service.

- Policy 1.9.1 - The City shall promote and encourage infill development on previously bypassed, vacant properties and redevelopment of underutilized properties.

Chapter 3 - Housing Element

- **Policy 1.1.1** - The City shall maintain sufficient residentially zoned land to accommodate the projected housing development with a reasonable degree of flexibility and choice in location, density, housing type and cost.

- **Policy 1.1.4 -**Land use plan amendments which increase density shall occur in areas with few environmental constraints and where adequate public infrastructure and services exist.

- **Policy 1.3.1** - The City shall continue to encourage the use of innovative land development techniques including planned-unit-development and cluster development which could reduce land development and housing construction costs while maintaining and improving the quality of housing and neighborhoods.

- **Policy 1.7.1** - The City shall ensure, through the Land Development Regulations, the availability of safe and adequate housing units of different types, sizes and price ranges to meet the needs of all current and future residents.

Staff finds that the requested small-scale future land use map amendment is consistent with the

City's Comprehensive Plan. The City has available capacity to serve the increased demand on facilities and infrastructure created by the requested amendment. Additionally, the requested amendment does not encourage the proliferation of sprawl.

APPROPRIATENESS OF THE REQUESTED ZONING CATEGORY

The property is sandwiched between commercial property on the west and residential homes on the east. Homes are also to the north and south. The property is less than 1500 feet from Nova Road which is classified as a Principal Arterial, and 600 feet from Center Avenue, which is classified as a Collector road. The Residential Planned Unit Development to allow townhomes, is an appropriate zoning classification to transition from the commercial property along Nova Road on the west, to the residential homes on the east, north and south. Most of the property is surrounded by R-2 zoning which requires that homes have a minimum floor area of 1000 square feet. The minimum floor area of the proposed townhomes is 1060 square feet.

BOARD OF PLANNING AND APPEALS RECOMMENDATION

At its meeting on August 22, 2022, the Board of Planning and Appeals voted unanimously to recommend approval of the FLU map amendment and rezone for The Vineyards.

STAFF RECOMMENDATION

Adopt an Ordinance of the City of Holly Hill Florida, amending the comprehensive plan by amending the future land use map designation of certain property identified as 649 6th street having parcel number 4244-01-20-0037 and 661 6th street having parcel number 4244-01-20-0048 and 659 6th street having parcel number 4244-01-20-0045 and 538 cedar avenue having parcel number 4244-01-20-0046, by virtue of a small scale future land use map amendment; changing the future land use map designation from low density single-family residential to medium density residential; providing for conflicting ordinances; providing for severability; and providing an effective date.

AND

Adopt the proposed Ordinance enacting a Rezone from R-2 (Low Medium-Density Single-Family Residential) and APUD (Agriculture Planned Unit Development) to RPUD (Residential Planned Unit Development) and approve the associated Preliminary Plan and Written Development Agreement, for 4 parcels together totaling approximately 14.24 acres located approximately 900 feet west of Center Avenue on the south side of 6th Street and more specifically known as 661 6th Street, 659 Sixth Street, 649 6th Street and 538 Cedar.

ATTACHMENTS:

- Application (PDF)
- Development Agreement - The Vineyards (PDF)
- Exhibit A - Legal Description (PDF)
- Exhibit B - Property Appraiser (PDF)

- Exhibit C - Location Map (PDF)
- Exhibit D - Aerial Map (PDF)
- Exhibit E - Current and Proposed FLU of Property (PDF)
- Exhibit F - Current and Proposed Zoning of Property (PDF)
- Exhibit G - Flood Map (PDF)
- Exhibit H - Facility Impact Analysis (PDF)
- Exhibit I - Finding-of-Adequate-Capacity (PDF)
- Preliminary Development Plan (PDF)
- Boundary and Tree Survey (PDF)
- Zoning and Land Use Table (PDF)
- Land Use and Zoning District Descriptions (PDF)

Ordinance No. 2022-3055

FIRST READING - ORDINANCE 3055 - AN ORDINANCE OF THE CITY OF HOLLY HILL, FLORIDA, AMENDING THE COMPREHENSIVE PLAN BY AMENDING THE FUTURE LAND USE MAP DESIGNATION OF CERTAIN PROPERTY IDENTIFIED AS 649 6TH STREET HAVING PARCEL NUMBER 4244-01-20-0037 AND 661 6TH STREET HAVING PARCEL NUMBER 4244-01-20-0048 AND 659 6TH STREET HAVING PARCEL NUMBER 4244-01-20-0045 AND 538 CEDAR AVENUE HAVING PARCEL NUMBER 4244-01-20-0046, BY VIRTUE OF A SMALL SCALE FUTURE LAND USE MAP AMENDMENT; CHANGING THE FUTURE LAND USE MAP DESIGNATION FROM LOW DENSITY SINGLE-FAMILY RESIDENTIAL TO MEDIUM DENSITY RESIDENTIAL; PROVIDING FOR CONFLICTING ORDINANCE; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE. AND FIRST READING - ORDINANCE 3056 - AN ORDINANCE OF THE CITY OF HOLLY HILL, FLORIDA, AMENDING THE LAND DEVELOPMENT REGULATIONS BY AMENDING THE OFFICIAL ZONING MAP TO DESIGNATE THE PROPERTY DESCRIBED IN EXHIBIT "A" FROM APUD (AGRICULTURAL PLANNED UNIT DEVELOPMENT) AND R-2 (LOW-MEDIUM DENSITY SINGLE-FAMILY RESIDENTIAL) TO RPUD (RESIDENTIAL PLANNED UNIT DEVELOPMENT); PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE 3055

AN ORDINANCE OF THE CITY OF HOLLY HILL FLORIDA, AMENDING THE COMPREHENSIVE PLAN BY AMENDING THE FUTURE LAND USE MAP DESIGNATION OF CERTAIN PROPERTY IDENTIFIED AS 649 6th STREET HAVING PARCEL NUMBER 4244-01-20-0037 AND 661 6th STREET HAVING PARCEL NUMBER 4244-01-20-0048 AND 659 6th STREET HAVING PARCEL NUMBER 4244-01-20-0045 AND 538 CEDAR AVENUE HAVING PARCEL NUMBER 4244-01-20-0046, BY VIRTUE OF A SMALL SCALE FUTURE LAND USE MAP AMENDMENT; CHANGING THE FUTURE LAND USE MAP DESIGNATION FROM LOW DENSITY SINGLE-FAMILY RESIDENTIAL TO MEDIUM DENSITY RESIDENTIAL; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Holly Hill, Volusia County, Florida, has adopted a comprehensive plan pursuant to, and in compliance with 163.3161 et. Seq., Florida Statutes; and

WHEREAS, the City Commission has reviewed the future land use designation for the parcel described in Attachment A and determined that it is necessary to amend its Future Land Use Map as herein provided in order to more effectively implement its adopted comprehensive plan.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA:

SECTION 1. The Future Land Use Map for the City of Holly Hill, is hereby amended to designate the parcels identified as 649 6th Street having parcel number 4244-01-20-0037 and 661 6th Street having parcel number 4244-01-20-0048 and 659 6th Street having parcel number 4244-01-20-0045 and 538 Cedar Avenue having parcel number 4244-01-20-0046 as described in Attachment A, as Medium Density Residential.

SECTION 2. The City Manager is authorized and directed to submit the proposed amendment to the Florida Department of Economic Opportunity and Volusia Growth Management Commission, as required by law.

SECTION 3. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance, or application hereof, is for any reason held invalid or unconstitutional by any Court, such portion or application shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions or application

hereof.

SECTION 4. That all ordinances made in conflict with this Ordinance are hereby repealed.

SECTION 5. That this Ordinance shall be posted at City Hall as required by law.

SECTION 6. The proposed amendment will not become final until thirty-one (31) days following adoption by the City Commission unless a challenge is filed per 163.3187(5) Fla. Stat. If a timely challenge is filed, the amendment will not become effective until the State Land Planning Agency issues a final order determining that the amendment is in compliance. In any event, the amendment shall not become effective until certification of consistency is provided by the Volusia Growth Management Commission and approval is noticed by the Florida Department of Economic Opportunity.

ATTACHMENT "A"

LEGAL DESCRIPTION:

LOTS 1, 2 AND 3, BLOCK 20, MASON AND CARSWELL SUBDIVISION, AS RECORDED IN MAP BOOK 2, PAGE 90, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, EXCEPTING THE SOUTHERLY 20 FEET USED FOR DRAINAGE, BEING ALSO DESCRIBED AS BLOCKS 13, 14, 15, 16 AND 17, HOME ACRES SUBDIVISION, AS RECORDED IN MAP BOOK 11, PAGE 64, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, EXCEPTING THEREFROM ALL OF SAID BLOCK 16 OF SAID HOME ACRES SUBDIVISON, AND EXCEPTING THEREFROM THAT PORTION OF SAID TRACT LYING EASTERLY OF A NORTH-SOUTH DRAINAGE DITCH WHICH LIES EASTERLY OF THE PRESENT HOUSE AS LOCATED AND KNOWN AS THE WILSON RESIDENCE. THE EXCEPTIONS MENTIONED AS LYING EASTERLY OF SAID DRAINAGE ARE THOSE FOUR (4) PARCELS DEEDED TO WOFF, HAYES, AND MOSTERT, AND RECORDED IN DEED BOOK 326, AT PAGES 381 AND 383, AND IN DEED BOOK 354 AT

PAGE 426, AND IN DEED BOOK 360 AT PAGE 270, ALL IN THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA. THE DITCH AS DESCRIBED EXTENDS SOUTHERLY FROM 6TH STREET TO THE EAST-WEST DRAINAGE CANAL AT THE SOUTH END OF THIS ENTIRE TRACT AFOREMENTIONED. THIS DESCRIPTION AND TRANSFER IS ALSO SUBJECT TO A 40 FOOT RIGHT-OF- WAY FROM SIXTH STREET EXTENDING SOUTHERLY TO THE SOUTH LINE OF SAID BLOCK 16 OF SAID HOME ACRES SUBDIVISION, SHOWN AS "CEDAR STREET", SAID RIGHT-OF-WAY IS FOR INGRESS AND EGRESS, AND DESCRIBED IN DEED FROM WILSON TO WRENN, AS RECORDED IN OFFICIAL RECORDS BOOK 27, PAGE 537, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

SAID LAND LYING IN VOLUSIA COUNTY, FLORIDA AND CONTAINS 620,675 SQUARE FEET (14.249 ACRES), MORE OR LESS.

ORDINANCE 3056

ORDINANCE OF THE CITY OF HOLLY HILL, FLORIDA, AMENDING THE LAND DEVELOPMENT REGULATIONS, BY AMENDING THE OFFICIAL ZONING MAP TO DESIGNATE THE PROPERTY DESCRIBED IN EXHIBIT A FROM APUD (AGRICULTURE PLANNED UNIT DEVELOPMENT) AND R-2 (LOW-MEDIUM DENSITY SINGLE-FAMILY RESIDENTIAL) TO RPUD (RESIDENTIAL PLANNED UNIT DEVELOPMENT); PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Holly Hill, Volusia County, Florida, has adopted a comprehensive plan pursuant to, and in compliance with 163.3161 et. Seq., Florida Statutes; and

WHEREAS, the City Commission, as authorized by 163.3202, Florida Statutes, has enacted and does enforce the Land Development Regulations, based on, related to, and as a means to implement its adopted comprehensive plan; and

WHEREAS, the City Commission has determined that it is necessary to amend

its Land Development Regulations as herein provided in order to more effectively implement its adopted comprehensive plan, and

WHEREAS, the City Commission has determined that the proposed amendment to the Land Development Regulations is consistent with its adopted comprehensive plan.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA:

SECTION 1. The Official Zoning Map of the City of Holly Hill is hereby amended to designate the property described in Attachment A as RPUD (Residential Planned Unit Development) pursuant to the provisions contained in the attached Development Agreement, attached to this Ordinance as Attachment B and incorporated in this Ordinance by reference.

SECTION 2. Development of the property described in Attachment A shall conform to the Land Development Regulations of Holly Hill.

SECTION 3. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance, or application hereof, is for any reason held invalid or unconstitutional by any Court, such portion or application shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions or application hereof.

SECTION 4. That all ordinances made in conflict with this Ordinance are hereby repealed.

SECTION 5. That this Ordinance shall be posted at City Hall as required by law.

SECTION 6. This ordinance shall become effective following approval of the future land use map amendment by the Florida Department of Economic Opportunity and certification of the same amendment by the Volusia Growth Management Commission.

ATTACHMENT "A"

LEGAL DESCRIPTION:

LOTS 1, 2 AND 3, BLOCK 20, MASON AND CARSWELL SUBDIVISION, AS RECORDED IN MAP BOOK 2, PAGE 90, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, EXCEPTING THE SOUTHERLY 20 FEET USED FOR DRAINAGE, BEING ALSO DESCRIBED AS BLOCKS 13, 14, 15, 16 AND 17, HOME ACRES SUBDIVISION, AS RECORDED IN MAP BOOK 11, PAGE 64, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, EXCEPTING THEREFROM ALL OF SAID BLOCK 16 OF SAID HOME ACRES SUBDIVISON, AND EXCEPTING THEREFROM THAT PORTION OF SAID TRACT LYING EASTERLY OF A NORTH-SOUTH DRAINAGE DITCH WHICH LIES EASTERLY OF THE PRESENT HOUSE AS LOCATED AND KNOWN AS THE WILSON RESIDENCE. THE EXCEPTIONS MENTIONED AS LYING EASTERLY OF SAID DRAINAGE ARE THOSE FOUR (4) PARCELS DEEDED TO WOFF, HAYES, AND MOSTERT, AND RECORDED IN DEED BOOK 326, AT PAGES 381 AND 383, AND IN DEED BOOK 354 AT PAGE 426, AND IN DEED BOOK 360 AT PAGE 270, ALL IN THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA. THE DITCH AS DESCRIBED EXTENDS SOUTHERLY FROM 6TH STREET TO THE EAST-WEST DRAINAGE CANAL AT THE SOUTH END OF THIS ENTIRE TRACT AFOREMENTIONED. THIS DESCRIPTION AND TRANSFER IS ALSO SUBJECT TO A 40 FOOT RIGHT-OF- WAY FROM SIXTH STREET EXTENDING SOUTHERLY TO THE SOUTH LINE OF SAID BLOCK 16 OF SAID HOME ACRES SUBDIVISION, SHOWN AS "CEDAR STREET", SAID RIGHT-OF-WAY IS FOR INGRESS AND EGRESS, AND DESCRIBED IN DEED FROM WILSON TO WRENN, AS RECORDED IN OFFICIAL RECORDS BOOK 27, PAGE 537, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

SAID LAND LYING IN VOLUSIA COUNTY, FLORIDA AND CONTAINS 620,675 SQUARE FEET (14.249 ACRES), MORE OR LESS.

ATTACHMENT "B"

DEVELOPMENT AGREEMENT

Exhibit to Ordinance No. _____

DEVELOPMENT AGREEMENT for the project known as The Vineyards Residential Planned Unit Development (RPUD) located at 649 6th Street, Holly Hill, Florida 32117 (hereinafter referred to as the "Subject Property").

THIS DEVELOPMENT AGREEMENT (hereinafter referred to as the "Agreement") is entered into and made as of the ___ day of _____, 2022, by and between the CITY OF HOLLY HILL, a Florida municipal corporation, with a mailing address of 1065 Ridgewood Ave. Holly Hill, FL 32117 (hereinafter referred to as the "City"), and The Vineyards Townhomes, LLC, a Florida limited liability company, (hereinafter referred to as the "Owner/Developer").

W I T N E S S E T H

WHEREAS, the Owner/Developer warrants that it holds legal title to the lands located in Volusia County, Florida, and within the corporate limits of the City of Holly Hill, said lands being more particularly described in **Exhibit "A"**, Legal Description for the Subject Property, attached hereto and by this reference made a part hereof; and that the holders of any and all liens and encumbrances affecting such property will subordinate their interests to this Agreement; and

WHEREAS, the Owner/Developer has clear title to, or contract to purchase, the Subject Property, and intends to develop such property as The Vineyards Townhomes; and

WHEREAS the Owner/Developer desires to facilitate the orderly development of the Subject Property in compliance with the laws and regulations of the City and of other governmental authorities, and the Owner/Developer desires to ensure that its development is compatible with other properties in the area and planned traffic patterns; and

WHEREAS the development permitted or proposed under this Development Agreement is consistent with the City's Comprehensive Plan, concurrency management system, and all land development regulations; and

WHEREAS it is the purpose of this Agreement to clearly set forth the understanding and agreement of the parties concerning the matters contained herein; and

WHEREAS the Owner/Developer has sought the City's approval to develop the Subject Property, and the City approved **Ordinance No**.**_____**, through rezoning the Subject Property to a form of Planned Unit Development (PUD), as defined under the City's Land Development Code. The PUD shall consist of this Agreement as the Written Agreement of the RPUD and an **Exhibit "B"**, attached hereto as the Preliminary Plan, subject to the covenants, restrictions, and easements offered by the Owner/Developer and contained herein, (hereinafter the "Master Development Plan"). Where more detailed criteria for City required submittals exceed the criteria required for a Master Development Plan, the more detailed criteria apply.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Recitals and Definitions. The recitals herein contained are true and correct and are incorporated herein by reference. All capitalized terms not otherwise defined herein shall be as defined or described in the City's Land Development Code as it may be amended from time to time, unless otherwise indicated.

2. Ownership. The legal and equitable owners of the Subject Property are: The Vineyards Townhomes, LLC, a Florida limited liability company.

3. **Title Opinion/Certification.** The Owner/Developer will provide to the City, in advance of the City's execution and recordation of this Agreement, a title opinion from a licensed attorney in the state of Florida, or a certification by an abstractor or title company authorized to

do business in the state of Florida, verifying marketable title to the Subject Property to be in the name of the Owner/Developer and any and all liens, mortgages, and other encumbrances that are either satisfied or not satisfied or released of record.

4. **Subordination/Joinder.** Unless otherwise agreed to by the City and if applicable, all liens, mortgages, and other encumbrances that are not satisfied or released of record, must be subordinated to the terms of this Agreement or the Lienholder join in this Agreement. It shall be the responsibility of the Owner/Developer to promptly obtain the said subordination or joinder, in form and substance that is acceptable to the City Attorney, prior to the execution and recordation of this Agreement.

5. **Duration.** The duration of this Agreement is binding and runs with the land in perpetuity, unless amended.

6. **Development of the Subject Property**. Development of the Subject Property shall be subject to performance standards listed in this Agreement. Where a land use listed below differs from a defined use in the City of Holly Hill's Code of Ordinances, the use listed in this Agreement shall prevail.

A. Permitted principal uses allowable on the Subject Property:

1. Residential Townhomes

B. Proposed maximum density (in number of dwelling units per net acre): 14 dwelling units per net acre.

C. Required Open Space is 35 percent.

D. Required Common Open Space is 25 percent.

E. Open Space Provided: 57.2% and includes all green space and ponds

F. Common Open Space Provided: 31.7%.

G. Minimum landscaping and buffer-yard requirements are as shown and stated on the Preliminary Plan.

H. Minimum lot size area (in square feet): 1,800 square feet

I. Minimum townhome floor area: 1060 square feet

J. Minimum lot width (in feet): 20 feet

K. Minimum Building Separation: 20 feet

L. Minimum yard setbacks:

1. Front yard: 25 feet
2. Side yard: 0 feet

3. Street side yard: 10 feet
4. Rear yard: 10 feet

M. Maximum building height (in feet): 30 feet

N. Minimum parking standards are as shown and stated on the Preliminary Plan.

O. Lighting shall not exceed .5-foot candles at the property line.

P. Emergency Access: Emergency access to be provided on Cavanah Drive.

Q. Architectural controls and development on the Subject Property shall follow a common architectural theme as listed in this Agreement by harmoniously coordinating the general appearance of all buildings and accessory structures. All controls and variations shall be defined by a Homeowners Association, as defined within this Agreement.

R. Utility provision and dedication: The Owner/Developer shall connect to the City of Holly Hill's central utility systems, when available, or to Volusia County's central utility systems, where applicable, at their sole cost and expense. Utility fees shall be paid to City of Holly Hill Water or Volusia County, respectively, before any building permit is issued.

S. Stormwater and environmental: Per parcel stormwater systems or master stormwater systems shall be owned and maintained by an established Homeowners Association and shall not be dedicated to or become the responsibility of the City of Holly Hill. All environmental permitting, mitigation, and/or soil and erosion control for the property shall conform to all federal, state, and local permits/requirements, shall be the sole responsibility of the Homeowners Association, and shall be maintained in good condition/standing with the applicable permitting authorities. Best Management Practices and conformance to National Pollutant Discharge Elimination System (NPDES) criteria are required.

T. Transportation, site access, and traffic devices: The Owner/Developer is responsible for all transportation improvements within the Subject Property and any off-site transportation requirements, because of the proposed development, for site function, which maintains or improves the level of service for area roadways, and ensures the public health, safety, and welfare for the community. All permits shall be obtained from appropriate permitting agencies prior to development and the City shall determine the appropriate level of service per the City Comprehensive Plan and current traffic counts.

7. **Public Facilities/Land Dedication.** Facilities or tracts that either are or shall become public facilities/tracts that will serve the development and/or are on the Subject Property are, as follows**:** None.

8. **Development Permits/Fees.** The Owner/Developer is responsible for obtaining,

permitting, and the payment of all fees for facilities and services for the Subject Property. Any site permits shall be kept current with the respective permitting agency and shall ensure the protection of the public health, safety, and welfare of the community and the development. All impact fees are applicable, and no impact fee credits shall be awarded through this Agreement; unless a cessation exists through a City moratorium that is Citywide. Proportionate fair share site improvements shall not be used in lieu of impact fees.

9. **Obligations.** Should the Owner/Developer fail to undertake and complete its obligations as described in this Agreement to the City's specifications, then the City shall give the Owner/Developer thirty (30) days written notice to commence and ninety (90) days to complete said required obligation. If the Owner/Developer fails to complete the obligations within the ninety (90) day period, then the City, without further notice to the Owner/Developer, or its successors in interest, may, without prejudice to any other rights or remedies it may have, place liens and take enforcement action on the Subject Property. A lien of such assessments shall be superior to all others, and all existing lienholders and mortgagees, by their execution of the subordination or joinder documents, agree to subordinate their liens or mortgages to the City's said liens or assessments. Notice to the Owner/Developer and its successors in interest shall be deemed to have been given upon the mailing of notice to the address or addresses set forth in Paragraph (19) hereof.

10. **Site Plan/Plat Approval.** The Master Development Plan, is the Preliminary Plan of the PUD and this Written Development Agreement. The Master Development Plan shall not replace, supersede, or absolve the Owner/Developer from approvals for any site plan, preliminary plat, and/or final plat and their respective regulations. Where more detailed criteria for City required submittals exceed the criteria required for a Master Development Plan, the more detailed criteria apply.

11. **Indemnification.** The Owner/Developer shall indemnify and hold the City harmless from any and against all claims, demands, disputes, damages, costs, expenses, (to include attorneys' fees whether or not litigation is necessary and if necessary, both at trial and on appeal), incurred by the City as a result, directly or indirectly, of the use or development of the Subject Property, except those claims or liabilities caused by or arising from the negligence or intentional acts of the City, or its employees or agents. It is specifically understood that the City is not guaranteeing the appropriateness, efficiency, quality or legality of the use or development of the Subject Property, including but not limited to, drainage or water/sewer plans, fire safety, or quality of construction, whether inspected, approved, or permitted by the City.

12. **Compliance.** The Owner/Developer agrees that it, and their successors and assigns, will abide by the provisions of this Agreement, the City's Comprehensive Plan and the City's Code of Ordinances, including but not limited to, the site plan regulations of the City as amended from time to time, which are incorporated herein by reference and such subsequent amendments hereto as may be applicable. Further, all required improvements, including landscaping, shall be continuously maintained by the Owner/Developer, or their successors and assigns, in accordance with the City's Code of Ordinances. The City may, without prejudice to any other legal or equitable right or remedy it may have, withhold permits, Certificates of Occupancy, or plan/plat approvals to the Subject Property, should the Owner/Developer fail to comply with the terms of this Agreement. In the event of a conflict between this Development

Agreement and the City's Land Development Code, the more restrictive regulations shall govern the development of the Subject Property.

13. **Obligations for Improvements.** Any surface improvement as described and required hereunder included, but not limited to such as signalization, walls, stormwater management facilities, medians, and utilities, or any other surface improvement shall be performed, prior to the issuance of the first Certificate of Occupancy on that portion of the Subject Property that the surface improvement(s) relates or is otherwise scheduled in this Agreement. Should the Owner/Developer fail to undertake and complete its obligations as described in this Agreement and to the City's specifications, then the City shall give the Owner/Developer thirty (30) days written notice to commence and ninety (90) days to complete said required obligation at the sole expense of the Owner/Developer. If the Owner/Developer fails to complete the obligations within the ninety (90) day period, then the City, without further notice to the Owner/Developer and their successors and assigns in interest, may but shall not be required to, perform such obligations at the expense of the Owner/Developer or their successors and assigns in interest, without prejudice to any other rights or remedies the City may have under this Agreement. Further, the City is hereby authorized to immediately recover the actual and verified cost of completing the obligations required under this Agreement and any legal fees from the Owner/Developer in an action at law for damages, as well as record a lien against the Subject Property in that amount. The lien of such assessments shall be superior to all others, and all existing lienholders and mortgagees, by their execution of the subordination or joinder documents, agree to subordinate their liens or mortgages to the City's said liens or assessments. Notice to the Owner/Developer and their successors and assigns in interest shall be deemed to have been given upon the mailing of notice as provided **in paragraph (19)** of this Agreement.

14. **Environmental and Tree Preservation.** The Owner/Developer is responsible to obtain all site related permits and approval prior to any development activity on or for the Subject Property. This may involve mitigation for habitat of threatened or endangered flora and fauna or for species identified for proportion (i.e., tree preservation). This Agreement does not vest or exempt the Owner/Developer from any permitting and mitigation obligations needed to develop the Subject Property.

15. **Homeowners Association or Property Owners Association.** The Declaration of Covenants and Restrictions, Articles of Incorporation and by-laws of any Homeowners Association ("HOA") for the Subject Property and any deed restrictions related thereto shall be furnished to the City for approval by the City Attorney prior to the recording thereof in the Public Records of Volusia County, Florida. Such recording shall take place before a Certificate of Occupancy is issued for the first development project on land covered by this Agreement. The HOA shall at a minimum be responsible for maintaining the common open space, any common utility systems, such as for irrigation and site lighting, and project signage. The Owner/Developer shall be responsible for establishing the HOA and recording said information in the Public Records of Volusia County, Florida. The City is not responsible for the enforcement of any agreements or deed restrictions entered into between property owners or occupiers of the Subject Property. If maintenance for the Subject Property is not maintained following issuance of a Certificate of Occupancy, the property / property owner shall be subject to code enforcement.

16. **Enforcement.** Both parties may seek specific performance of this Agreement and/or bring an action for damages in a court within Volusia County, Florida, if either party breaches this Agreement. If enforcement of this Agreement by the City becomes necessary, and the City is successful in such enforcement, the Owner/Developer shall be responsible for the payment of all the City's costs and expenses, including attorney fees, whether or not litigation is necessary and, if necessary, both at trial and on appeal. Such costs, expenses and fees shall also be a lien upon the Subject Property superior to all others. Should this Agreement require the payment of any monies to the City, the recording of this Agreement shall constitute a lien upon the Subject Property for said monies, until said are paid, in addition to such other obligations as this Agreement may impose upon the Subject Property and the Owner/Developer. Interest on unpaid overdue sums shall accrue at the rate of the lesser of eighteen percent (18%) compounded annually or at the maximum rate allowed by law.

17. **Utility Easements.** For any easement not established on a plat for the Subject Property, the Owner/Developer shall provide to the City such easements and other legal documentation, in form mutually acceptable to the City Attorney and the Owner/Developer, as the City may deem reasonably necessary or appropriate for the installation and maintenance of the utility and other services, including but not limited to, sanitary sewer, potable water, and reclaimed water services, electric, cable, gas, fire protection and telecommunications.

18. **Periodic Review.** The City reserves the right to review the Subject Property in relation to this Agreement periodically to determine if there has been demonstrated good faith compliance with the terms of this Agreement. If the City finds that based on substantial competent evidence that there has been a failure to comply with the terms of this Agreement, the City may not issue development orders or permits until compliance with this Agreement has been established.

19. **Notices.** Where notice is herein required to be given, it shall be by certified mail return receipt requested, hand delivery or nationally recognized courier, such as Federal Express or UPS. E-mail delivery of documents shall not replace or be in lieu of the aforementioned process. Said notice shall be sent to the following, as applicable:

OWNER/DEVELOPER'S REPRESENTATIVES:

The Vineyards Townhomes, LLC
123 Magnolia Avenue
Daytona Beach, Florida 32114

With copy to:

Storch Law Firm
420 South Nova Road
Daytona Beach, FL 32114

CITY'S REPRESENTATIVES:

City Manager

City of Holly Hill
1065 Ridgewood Avenue
Holly Hill, Florida 32117

With copy to:

Director
Community Development
City of Holly Hill
1065 Ridgewood Avenue
Holly Hill, Florida 32117

Should any party identified above change, it shall be said party's obligation to notify the remaining parties of the change in a fashion as is required for notices herein. It shall be the Owner/Developer's obligation to identify its lender(s) to all parties in a fashion as is required for notices herein.

20. **Compliance with the Law.** The failure of this Agreement to address a particular permit, condition, term, or restriction shall not relieve the Owner/Developer of the Subject Property from the necessity of complying with the law governing said permitting requirements, conditions, terms, or restrictions.

21. **Captions.** The captions used herein are for convenience only and shall not be relied upon in construing this Agreement.

22. **Binding Effect.** This Agreement shall run with the land, shall be binding upon and inure to the benefit of the Owner/Developer and their successors and assigns in interest, and the City and their successor and assigns in interest. This Agreement shall become effective upon its execution and recordation with the Public Records of Volusia County, Florida. This Agreement does not, and is not intended to, prevent, or impede the City from exercising its legislative authority as the same may affect the Subject Property.

23. **Subsequently Enacted State or Federal Law.** If either state of federal law is enacted after the effective date of this Agreement that is applicable to and precludes the parties' compliance with the terms of this Agreement, this Agreement and correlating zoning amendment shall be modified or revoked, as is necessary, to comply with the relevant state or federal law.

24. **Severability.** If any part of this Development Agreement is found invalid or unenforceable in any court, such invalidity or unenforceability shall not affect the other parts of this Development Agreement if the rights and obligations of the parties contained herein are not materially prejudiced and if the intentions of the parties can be affected. To that end, this Development Agreement is declared severable.

25. **Covenant Running with the Land.** This Agreement shall run with the Subject Property and inure to and be for the benefit of the parties hereto and their respective successors and assigns and any person, firm, corporation, or entity who may become the successor in interest to the Subject Property or any portion thereof.

26. **Recordation of Agreement.** The parties hereto agree that an executed original of this Agreement shall be recorded by the City, at the Developer's expense, in the Public Records of Volusia County, Florida.

27. **Applicable Law/Venue.** This Agreement and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida. Venue of any litigation relating to this Agreement shall be in the courts of Volusia County, Florida.

28. **Time of the Essence.** Time is hereby declared of the essence to the lawful performance of the duties and obligations contained in this Agreement. The Owner/Developer shall execute this Agreement within ten (10) business days of City Commission adoption and agrees to pay the cost of recording this document in the Public Records of Volusia County, Florida. Failure to execute this Agreement within ten (10) business days of this ordinance adoption may result in the City not issuing development orders or permits until execution and recordation of this Agreement has occurred.

29. **Agreement; Amendment.** This Agreement constitutes the entire agreement between the parties, and supersedes all previous discussions, understandings, and agreements, with respect to the subject matter hereof; provided, however, that it is agreed that this Agreement is supplemental to the City's Comprehensive Plan and does not in any way rescind or modify any provisions of the City's Comprehensive Plan. Amendments to and waivers of the provisions of this Agreement shall be made by the parties only in writing by formal amendment.

30**. Amendments.** Amendments to the MDP shall be subject to the requirements of Section 114-771(g)(4) of the City of Holly Hill Land Development Regulations, which states that minor amendments to the preliminary plan not violating any terms of the written development agreement and not altering the intent and purpose of the MDP may be approved by the Development Code Administrator after such departmental comment as he/she deems appropriate. Minor changes shall be limited to items such as small adjustments to building footprints, allocation of uses within a defined parcel such as retention areas, parking etc. Minor amendments to the preliminary plan not violating any terms of the MDP and not altering the intent and purpose of the MDP may be approved by the Development Code Administrator. Major amendments will require full review and shall include relocation of uses on the site, except as permitted by the MDP, changes to building styles, changes to landscaping requirements, etc. Decisions as to whether modifications are Major or Minor shall be at the sole discretion of the Development Code Administrator.

31. **Effective Date.** The Effective Date of this Agreement shall be the day this Agreement is recorded in the Public Records of Volusia County, Florida.

HOLLY HILL
FLORIDA

1065 Ridgewood Avenue, Holly Hill, FL 32117
Phone: (386) 248-9442 Fax: (386) 248-9498 Permitdesk@hollyhillfl.org

REZONE/ FUTURE LAND USE AMENDMENT

Date Received:_____ Application ID:_____ Submitted By:_____

PROJECT INFORMATION:

PROJECT NAME: The Vineyards
PARCEL ID #(S): 424401200037, 42440120045, 424401200046 & 424401200048
LOCATION: 649 6th Street
EXISTING USE(S): Vacant vineyard and residential
PROPOSED USE(S): Townhome residential development
TOTAL ACREAGE: 14.249
WATER PROVIDER: Holly Hill
SEWER PROVIDER: Holly Hill
PRIVATE WELL NA
PRIVATE SEPTIC NA
CURRENT ZONING: R2
PROPOSED ZONING: PD
CURRENT FUTURE LAND USE: Residential
PROPOSED FUTURE LAND USE: Residential

APPLICANT INFORMATION:

Name: Rick Maugeri, Manager
E-Mail: rickm@ridge-development.com
Address: 123 Magnolia Avenue, Daytona Beach, FL 32114
Phone: 386-547-6176
Company: The Vineyards Townhomes, LLC
Fax: _____

[X] Owner [ ] Agent for Owner [ ] Attorney for Owner

OWNER INFORMATION:

Name: Christopher Payne, Manager Vineyard and Produce of Holly Hill, Inc.
E-Mail: _____
Address: 176 S Orchard Street Ormond Beach, FL 32174
Phone: _____
Fax: _____

CONSULTANT INFORMATION:

Name: Harry Newkirk, PE #62971
E-Mail: harry@newkirk-engineering.com
Address: 1230 N US Highway 1, Suite 3, Ormond Beach
Phone: 386-872-7794
Company: Newkirk Engineering, Inc.
Fax: _____

Attachment: Application (2022-O-3055 : The Vineyards - Ords. 3055 and 3056 Comprehensive Plan Amendment and Rezone)

HOLLY HILL
FLORIDA
1065 Ridgewood Avenue, Holly Hill, FL 32117
Phone: (386) 248-9442 Fax: (386) 248-9498 Permitdesk@hollyhillfl.org

WHO SHOULD ALL COMMUNICATION BE DIRECTED TO?

_____ APPLICANT _____ OWNER _____ CONSULTANT

APPLICATION TYPE(S)/FEE(S)*

LAND USE AMENDMENT

- [X] LARGE SCALE FUTURE LAND USE AMENDMENT (>10 ACRES) $3,000.00
- [ ] SMALL SCALE FUTURE LAND USE AMENDMENT (≤10 ACRES) $2,000.00

REZONE (NON-PD)

- [ ] STRAIGHT REZONE / LDR TEXT AMENDMENT $1,200

REZONE (PD)

- [X] PD REZONE $2,000
- [ ] PD AMENDMENT $1,250 (This does not mean changes in items such as uses or density but means minor changes in items such as layout and landscaping.)

***THERE MAY BE ADDITIONAL PASS-THROUGH FEES FOR REVIEWS DONE BY REVIEWERS OUTSIDE OF THIS AGENCY. ALL FEES ARE DUE AT THE TIME OF APPLICATION SUBMITTAL.**

ATTACHMENT CHECKLIST

REQUIRED SUBMITTALS

- [X] COPY OF PRE-APPLICATION COMMENTS. IF YOU HAVE NOT HAD A PRE-APPLICATION MEETING TO DISCUSS THIS PROJECT PLEASE CONTACT THE CITY PLANNER TO ARRANGE AN APPOINTMENT AT 386-248-9424.
- [X] ELECTRONIC COPY OF ALL ITEMS SUBMITTED
- [X] APPLICATION AND FEE
- [X] PROOF THAT TAXES ARE CURRENT
- [X] PROPERTY APPRAISER'S PROPERTY INFORMATION PRINTOUT
- [X] OWNERSHIP DISCLOSURE FORM (ADD'L DOCUMENTATION MAY REQUIRED IF OWNER IS A TRUST OR CORPORATION)
- [X] OWNER'S AUTHORIZATION FORM, IF APPLICABLE (ADD'L DOCUMENTATION REQUIRED IF OWNER IS A TRUST OR CORPORATION)
- [X] 2 CURRENT SIGNED AND SEALED BOUNDARY SURVEYS
- [X] LEGAL DESCRIPTION IN MS WORD FORMAT (EMAIL THIS TO THE CITY PLANNER)

Attachment: Application (2022-O-3055 : The Vineyards - Ords. 3055 and 3056 Comprehensive Plan Amendment and Rezone)

HOLLY HILL
FLORIDA
1065 Ridgewood Avenue, Holly Hill, FL 32117
Phone: (386) 248-9442 Fax: (386) 248-9498 Permitdesk@hollyhillfl.org

- [X] SCHOOL CAPACITY REVIEW – *IF PROPOSING OVER 10 RESIDENTIAL UNITS (CONTACT SCHOOL BOARD PLANNING & BUSINESS SERVICES AT 386-734-7190 FOR APPLICATION)*
- [X] TRAFFIC IMPACT ANALYSIS FOR PROJECTS GENERATING OVER 1000 TRIPS PER DAY ACCORDING TO RATES PUBLISHED BY THE INSTITUTE OF TRANSPORTATION ENGINEERS "TRIP GENERATION MANUAL" (LATEST EDITION)
- [X] DRAFT DEVELOPMENT ORDER IN MS WORD FORMAT (*PD REZONE ONLY – CONTACT THE CITY PLANNER)*
- [X] PRELIMINARY DEVELOPMENT PLAN (***PD REZONE ONLY*** *- SEE CODE SEC. 114-771*)
- [X] **REZONES ONLY**: ANSWER THE 8 QUESTIONS ATTACHED ON THE REZONING REQUIREMENTS SHEET
- [X] **COMPREHENSIVE PLAN AMENDMENTS ONLY**: Provide a **Facility Demand Comparison**. For example, for the existing Future Land Use designation, show the demands on the city's infrastructure at the highest intensity, and for the proposed Future Land Use, show what the demands would be at the highest intensity. Show this information for the following facilities:
  - Potable Water
  - Sanitary Sewer
  - Stormwater
  - Transportation (Use current year ITE Trip Generation Rates–Provide PM Peak Hour and Avg Daily)
  - Solid Waste Collection
  - School (Residential Only)
- [X] **COMPREHENSIVE PLAN AMENDMENTS ONLY**: Provide a **Demonstration of Capacity**: Show that there is capacity and ability to meet increased demands on facilities. The city's public works department can assist in providing information regarding potable water, sanitary sewer and solid waste.

Applicant's Signature: _____ 6/6/22
(Signature) *(Date)*

Rick Maugeri
(Print)

Applications must be complete to initiate the preview process. For questions please contact the City Planner at (386) 248-9424, fax (386) 248-9498 or email at bwalker@hollyhillfl.org

Attachment: Application (2022-O-3055 : The Vineyards - Ords. 3055 and 3056 Comprehensive Plan Amendment and Rezone)

HOLLY HILL
FLORIDA
1065 Ridgewood Avenue, Holly Hill, FL 32117
Phone: (386) 248-9442 Fax: (386) 248-9498 Permitdesk@hollyhillfl.org

CITY OF HOLLY HILL APPLICANT AUTHORIZATION FORM

(ORIGINAL ONLY)

An authorized applicant is:

- The property owner of record; or
- An agent of said property owner (power of attorney to represent and bind the property owner must be submitted with the application); or
- Contract purchaser (a copy of a fully executed sales contract must be submitted with the application containing a clause or clauses allowing an application to be filed).

I, The Vineyards Townhomes, LLC, the owner of record for the following described property (Legal Description or Tax/Parcel ID Number) 424401200045, 424401200046, 424401200048 hereby affirm that Newkirk Engineering, Inc. is hereby designated to act as my authorized agent for the filing of the attached application and make binding statements and commitments regarding the request for a:

☐ Arbor Permit ☐ Special Exception ☐ Variance ☒ Development Plan

☐ Special Event Permit ☐ Vacate ☐ Sign ☒ Rezone/Comp Plan Amendment

☐ Other Subdivision and Plat

I certify that I have examined the attached application and that all statements and diagrams submitted are true and accurate to the best of my knowledge. Further, I understand that this application, attachments and fees become part of the Official Records of City of Holly Hill, Florida and are not returnable.

6/6/22
Date

Owner's Signature
Rick Maugeri
Owner's Name

STATE OF FLORIDA
COUNTY OF Volusia

SWORN TO AND SUBSCRIBED before me, an officer duly authorized in the State of Florida to take acknowledgements, personally appeared Richard c Maugeri, who is personally known to me or who has produced a _____ as identification and who executed the foregoing instrument and sworn an oath on this 6th day of June, 20 22.

Notary Public State of Florida
Melissa A Tardella
My Commission HH 002424
Expires 05/23/2024

Melissa A Tardella
NOTARY PUBLIC

Attachment: Application (2022-O-3055 : The Vineyards - Ords. 3055 and 3056 Comprehensive Plan Amendment and Rezone)

HOLLY HILL
FLORIDA
1065 Ridgewood Avenue, Holly Hill, FL 32117
Phone: (386) 248-9442 Fax: (386) 248-9498 Permitdesk@hollyhillfl.org

CITY OF HOLLY HILL APPLICANT AUTHORIZATION FORM

(ORIGINAL ONLY)

An authorized applicant is:

- The property owner of record; or
- An agent of said property owner (power of attorney to represent and bind the property owner must be submitted with the application); or
- Contract purchaser (a copy of a fully executed sales contract must be submitted with the application containing a clause or clauses allowing an application to be filed).

I, Vineyard & Produce of Holly Hill, LLC, the owner of record for the following described property (Legal Description or Tax/Parcel ID Number) 424401200037 hereby affirm that The Vineyards Townhomes, LLC & Newkirk Engineering is hereby designated to act as my authorized agent for the filing of the attached application and make binding statements and commitments regarding the request for a:

☐ Arbor Permit ☐ Special Exception ☐ Variance ☒ Development Plan

☐ Special Event Permit ☐ Vacate ☐ Sign ☒ Rezone/Comp Plan Amendment

☒ Other Subdivision & Plat

I certify that I have examined the attached application and that all statements and diagrams submitted are true and accurate to the best of my knowledge. Further, I understand that this application, attachments and fees become part of the Official Records of City of Holly Hill, Florida and are not returnable.

June 6th, 2022
Date

Owner's Signature
Christopher Payne
Owner's Name

STATE OF FLORIDA
COUNTY OF Volusia

SWORN TO AND SUBSCRIBED before me, an officer duly authorized in the State of Florida to take acknowledgements, personally appeared Christopher Payne, who is personally known to me or who has produced a FL DL as identification and who executed the foregoing instrument and sworn an oath on this 6 day of June,

KELLY BROOKS
MY COMMISSION # GG 215172
EXPIRES: September 5, 2022
Bonded Thru Notary Public Underwriters

Kelly Brooks
NOTARY PUBLIC

Attachment: Application (2022-O-3055 : The Vineyards - Ords. 3055 and 3056 Comprehensive Plan Amendment and Rezone)

Attachment: Development Agreement - The Vineyards (2022-O-3055 : The Vineyards - Ords. 3055 and 3056 Comprehensive Plan Amendment

Exhibit to Ordinance No. _____

DEVELOPMENT AGREEMENT for the project known as The Vineyards Residential Planned Unit Development (RPUD) located at 649 6th Street, Holly Hill, Florida 32117 (hereinafter referred to as the "Subject Property").

THIS DEVELOPMENT AGREEMENT (hereinafter referred to as the "Agreement") is entered into and made as of the ___ day of _____, 2022, by and between the CITY OF HOLLY HILL, a Florida municipal corporation, with a mailing address of 1065 Ridgewood Ave. Holly Hill, FL 32117 (hereinafter referred to as the "City"), and The Vineyards Townhomes, LLC, a Florida limited liability company, (hereinafter referred to as the "Owner/Developer").

W I T N E S S E T H

WHEREAS, the Owner/Developer warrants that it holds legal title to the lands located in Volusia County, Florida, and within the corporate limits of the City of Holly Hill, said lands being more particularly described in **Exhibit "A"**, Legal Description for the Subject Property, attached hereto and by this reference made a part hereof; and that the holders of any and all liens and encumbrances affecting such property will subordinate their interests to this Agreement; and

WHEREAS, the Owner/Developer has clear title to, or contract to purchase, the Subject Property, and intends to develop such property as The Vineyards Townhomes; and

WHEREAS the Owner/Developer desires to facilitate the orderly development of the Subject Property in compliance with the laws and regulations of the City and of other governmental authorities, and the Owner/Developer desires to ensure that its development is compatible with other properties in the area and planned traffic patterns; and

WHEREAS the development permitted or proposed under this Development Agreement is consistent with the City's Comprehensive Plan, concurrency management system, and all land development regulations; and

WHEREAS it is the purpose of this Agreement to clearly set forth the understanding and agreement of the parties concerning the matters contained herein; and

WHEREAS the Owner/Developer has sought the City's approval to develop the Subject Property, and the City approved **Ordinance No**. _____, through rezoning the Subject Property to a form of Planned Unit Development (PUD), as defined under the City's Land Development Code. The PUD shall consist of this Agreement as the Written Agreement of the RPUD and an **Exhibit "B"**, attached hereto as the Preliminary Plan, subject to the covenants, restrictions, and easements offered by the Owner/Developer and contained herein, (hereinafter the "Master Development Plan"). Where more detailed criteria for City required submittals exceed the criteria required for a Master Development Plan, the more detailed criteria apply.

Attachment: Development Agreement - The Vineyards (2022-O-3055 : The Vineyards - Ords. 3055 and 3056 Comprehensive Plan Amendment

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **Recitals and Definitions.** The recitals herein contained are true and correct and are incorporated herein by reference. All capitalized terms not otherwise defined herein shall be as defined or described in the City's Land Development Code as it may be amended from time to time, unless otherwise indicated.

2. **Ownership.** The legal and equitable owners of the Subject Property are: The Vineyards Townhomes, LLC, a Florida limited liability company.

3. **Title Opinion/Certification.** The Owner/Developer will provide to the City, in advance of the City's execution and recordation of this Agreement, a title opinion from a licensed attorney in the state of Florida, or a certification by an abstractor or title company authorized to do business in the state of Florida, verifying marketable title to the Subject Property to be in the name of the Owner/Developer and any and all liens, mortgages, and other encumbrances that are either satisfied or not satisfied or released of record.

4. **Subordination/Joinder.** Unless otherwise agreed to by the City and if applicable, all liens, mortgages, and other encumbrances that are not satisfied or released of record, must be subordinated to the terms of this Agreement or the Lienholder join in this Agreement. It shall be the responsibility of the Owner/Developer to promptly obtain the said subordination or joinder, in form and substance that is acceptable to the City Attorney, prior to the execution and recordation of this Agreement.

5. **Duration.** The duration of this Agreement is binding and runs with the land in perpetuity, unless amended.

6. **Development of the Subject Property**. Development of the Subject Property shall be subject to performance standards listed in this Agreement. Where a land use listed below differs from a defined use in the City of Holly Hill's Code of Ordinances, the use listed in this Agreement shall prevail.

A. Permitted principal uses allowable on the Subject Property:
   1. Residential Townhomes

B. Proposed maximum density (in number of dwelling units per net acre): 14 dwelling units per net acre.

C. Required Open Space is 35 percent.

D. Required Common Open Space is 25 percent.

E. Open Space Provided: 57.2% and includes all green space and ponds

F. Common Open Space Provided: 31.7%.

G. Minimum landscaping and buffer-yard requirements are as shown and stated on the Preliminary Plan.

H. Minimum lot size area (in square feet): 1,800 square feet

I. Minimum townhome floor area: 1060 square feet

J. Minimum lot width (in feet): 20 feet

K. Minimum Building Separation: 20 feet

L. Minimum yard setbacks:

1. Front yard: 25 feet
2. Side yard: 0 feet
3. Street side yard: 10 feet
4. Rear yard: 10 feet

M. Maximum building height (in feet): 30 feet

N. Minimum parking standards are as shown and stated on the Preliminary Plan.

O. Lighting shall not exceed .5-foot candles at the property line.

P. Emergency Access: Emergency access to be provided on Cavanah Drive.

Q. Architectural controls and development on the Subject Property shall follow a common architectural theme as listed in this Agreement by harmoniously coordinating the general appearance of all buildings and accessory structures. All controls and variations shall be defined by a Homeowners Association, as defined within this Agreement.

R. Utility provision and dedication: The Owner/Developer shall connect to the City of Holly Hill's central utility systems, when available, or to Volusia County's central utility systems, where applicable, at their sole cost and expense. Utility fees shall be paid to City of Holly Hill Water or Volusia County, respectively, before any building permit is issued.

Attachment: Development Agreement - The Vineyards (2022-O-3055 : The Vineyards - Ords. 3055 and 3056 Comprehensive Plan Amendment

S. Stormwater and environmental: Per parcel stormwater systems or master stormwater systems shall be owned and maintained by an established Homeowners Association and shall not be dedicated to or become the responsibility of the City of Holly Hill. All environmental permitting, mitigation, and/or soil and erosion control for the property shall conform to all federal, state, and local permits/requirements, shall be the sole responsibility of the Homeowners Association, and shall be maintained in good condition/standing with the applicable permitting authorities. Best Management Practices and conformance to National Pollutant Discharge Elimination System (NPDES) criteria are required.

T. Transportation, site access, and traffic devices: The Owner/Developer is responsible for all transportation improvements within the Subject Property and any off-site transportation requirements, because of the proposed development, for site function, which maintains or improves the level of service for area roadways, and ensures the public health, safety, and welfare for the community. All permits shall be obtained from appropriate permitting agencies prior to development and the City shall determine the appropriate level of service per the City Comprehensive Plan and current traffic counts.

7. **Public Facilities/Land Dedication.** Facilities or tracts that either are or shall become public facilities/tracts that will serve the development and/or are on the Subject Property **are, as follows:** None.

8. **Development Permits/Fees.** The Owner/Developer is responsible for obtaining, permitting, and the payment of all fees for facilities and services for the Subject Property. Any site permits shall be kept current with the respective permitting agency and shall ensure the protection of the public health, safety, and welfare of the community and the development. All impact fees are applicable, and no impact fee credits shall be awarded through this Agreement; unless a cessation exists through a City moratorium that is Citywide. Proportionate fair share site improvements shall not be used in lieu of impact fees.

9. **Obligations.** Should the Owner/Developer fail to undertake and complete its obligations as described in this Agreement to the City's specifications, then the City shall give the Owner/Developer thirty (30) days written notice to commence and ninety (90) days to complete said required obligation. If the Owner/Developer fails to complete the obligations within the ninety (90) day period, then the City, without further notice to the Owner/Developer, or its successors in interest, may, without prejudice to any other rights or remedies it may have, place liens and take enforcement action on the Subject Property. A lien of such assessments shall be superior to all others, and all existing lienholders and mortgagees, by their execution of the subordination or joinder documents, agree to subordinate their liens or mortgages to the City's said liens or assessments. Notice to the Owner/Developer and its successors in interest shall be deemed to have been given upon the mailing of notice to the address or addresses set forth in Paragraph (19) hereof.

Attachment: Development Agreement - The Vineyards (2022-O-3055 : The Vineyards - Ords. 3055 and 3056 Comprehensive Plan Amendment

Attachment: Development Agreement - The Vineyards (2022-O-3055 : The Vineyards - Ords. 3055 and 3056 Comprehensive Plan Amendment

10. **Site Plan/Plat Approval.** The Master Development Plan, is the Preliminary Plan of the PUD and this Written Development Agreement. The Master Development Plan shall not replace, supersede, or absolve the Owner/Developer from approvals for any site plan, preliminary plat, and/or final plat and their respective regulations. Where more detailed criteria for City required submittals exceed the criteria required for a Master Development Plan, the more detailed criteria apply.

11. **Indemnification.** The Owner/Developer shall indemnify and hold the City harmless from any and against all claims, demands, disputes, damages, costs, expenses, (to include attorneys' fees whether or not litigation is necessary and if necessary, both at trial and on appeal), incurred by the City as a result, directly or indirectly, of the use or development of the Subject Property, except those claims or liabilities caused by or arising from the negligence or intentional acts of the City, or its employees or agents. It is specifically understood that the City is not guaranteeing the appropriateness, efficiency, quality or legality of the use or development of the Subject Property, including but not limited to, drainage or water/sewer plans, fire safety, or quality of construction, whether inspected, approved, or permitted by the City.

12. **Compliance.** The Owner/Developer agrees that it, and their successors and assigns, will abide by the provisions of this Agreement, the City's Comprehensive Plan and the City's Code of Ordinances, including but not limited to, the site plan regulations of the City as amended from time to time, which are incorporated herein by reference and such subsequent amendments hereto as may be applicable. Further, all required improvements, including landscaping, shall be continuously maintained by the Owner/Developer, or their successors and assigns, in accordance with the City's Code of Ordinances. The City may, without prejudice to any other legal or equitable right or remedy it may have, withhold permits, Certificates of Occupancy, or plan/plat approvals to the Subject Property, should the Owner/Developer fail to comply with the terms of this Agreement. In the event of a conflict between this Development Agreement and the City's Land Development Code, the more restrictive regulations shall govern the development of the Subject Property.

13. **Obligations for Improvements.** Any surface improvement as described and required hereunder included, but not limited to such as signalization, walls, stormwater management facilities, medians, and utilities, or any other surface improvement shall be performed, prior to the issuance of the first Certificate of Occupancy on that portion of the Subject Property that the surface improvement(s) relates or is otherwise scheduled in this Agreement. Should the Owner/Developer fail to undertake and complete its obligations as described in this Agreement and to the City's specifications, then the City shall give the Owner/Developer thirty (30) days written notice to commence and ninety (90) days to complete said required obligation at the sole expense of the Owner/Developer. If the Owner/Developer fails to complete the obligations within the ninety (90) day period, then the City, without further notice to the Owner/Developer and their successors and assigns in interest, may but shall not be required to, perform such obligations at the expense of the Owner/Developer or their successors and assigns

in interest, without prejudice to any other rights or remedies the City may have under this Agreement. Further, the City is hereby authorized to immediately recover the actual and verified cost of completing the obligations required under this Agreement and any legal fees from the Owner/Developer in an action at law for damages, as well as record a lien against the Subject Property in that amount. The lien of such assessments shall be superior to all others, and all existing lienholders and mortgagees, by their execution of the subordination or joinder documents, agree to subordinate their liens or mortgages to the City's said liens or assessments. Notice to the Owner/Developer and their successors and assigns in interest shall be deemed to have been given upon the mailing of notice as provided **in paragraph (19)** of this Agreement.

14. **Environmental and Tree Preservation.** The Owner/Developer is responsible to obtain all site related permits and approval prior to any development activity on or for the Subject Property. This may involve mitigation for habitat of threatened or endangered flora and fauna or for species identified for proportion (i.e., tree preservation). This Agreement does not vest or exempt the Owner/Developer from any permitting and mitigation obligations needed to develop the Subject Property.

15. **Homeowners Association or Property Owners Association.** The Declaration of Covenants and Restrictions, Articles of Incorporation and by-laws of any Homeowners Association ("HOA") for the Subject Property and any deed restrictions related thereto shall be furnished to the City for approval by the City Attorney prior to the recording thereof in the Public Records of Volusia County, Florida. Such recording shall take place before a Certificate of Occupancy is issued for the first development project on land covered by this Agreement. The HOA shall at a minimum be responsible for maintaining the common open space, any common utility systems, such as for irrigation and site lighting, and project signage. The Owner/Developer shall be responsible for establishing the HOA and recording said information in the Public Records of Volusia County, Florida. The City is not responsible for the enforcement of any agreements or deed restrictions entered into between property owners or occupiers of the Subject Property. If maintenance for the Subject Property is not maintained following issuance of a Certificate of Occupancy, the property / property owner shall be subject to code enforcement.

16. **Enforcement.** Both parties may seek specific performance of this Agreement and/or bring an action for damages in a court within Volusia County, Florida, if either party breaches this Agreement. If enforcement of this Agreement by the City becomes necessary, and the City is successful in such enforcement, the Owner/Developer shall be responsible for the payment of all the City's costs and expenses, including attorney fees, whether or not litigation is necessary and, if necessary, both at trial and on appeal. Such costs, expenses and fees shall also be a lien upon the Subject Property superior to all others. Should this Agreement require the payment of any monies to the City, the recording of this Agreement shall constitute a lien upon the Subject Property for said monies, until said are paid, in addition to such other obligations as this Agreement may impose upon the Subject Property and the Owner/Developer. Interest on unpaid overdue sums shall accrue at the rate of the lesser of eighteen percent (18%) compounded annually or at the maximum rate allowed by law.

Attachment: Development Agreement - The Vineyards (2022-O-3055 : The Vineyards - Ords. 3055 and 3056 Comprehensive Plan Amendment

17. **Utility Easements.** For any easement not established on a plat for the Subject Property, the Owner/Developer shall provide to the City such easements and other legal documentation, in form mutually acceptable to the City Attorney and the Owner/Developer, as the City may deem reasonably necessary or appropriate for the installation and maintenance of the utility and other services, including but not limited to, sanitary sewer, potable water, and reclaimed water services, electric, cable, gas, fire protection and telecommunications.

18. **Periodic Review.** The City reserves the right to review the Subject Property in relation to this Agreement periodically to determine if there has been demonstrated good faith compliance with the terms of this Agreement. If the City finds that based on substantial competent evidence that there has been a failure to comply with the terms of this Agreement, the City may not issue development orders or permits until compliance with this Agreement has been established.

19. **Notices.** Where notice is herein required to be given, it shall be by certified mail return receipt requested, hand delivery or nationally recognized courier, such as Federal Express or UPS. E-mail delivery of documents shall not replace or be in lieu of the aforementioned process. Said notice shall be sent to the following, as applicable:

OWNER/DEVELOPER'S REPRESENTATIVES:
The Vineyards Townhomes, LLC
123 Magnolia Avenue
Daytona Beach, Florida 32114

With copy to:

Storch Law Firm
420 South Nova Road
Daytona Beach, FL 32114

CITY'S REPRESENTATIVES:
City Manager
City of Holly Hill
1065 Ridgewood Ave.
Holly Hill, Florida 32117

With copy to:

Director
Community Development
City of Holly Hill
1065 Ridgewood Ave.

Attachment: Development Agreement - The Vineyards (2022-O-3055 : The Vineyards - Ords. 3055 and 3056 Comprehensive Plan Amendment

Holly Hill, Florida 32725

Should any party identified above change, it shall be said party's obligation to notify the remaining parties of the change in a fashion as is required for notices herein. It shall be the Owner/Developer's obligation to identify its lender(s) to all parties in a fashion as is required for notices herein.

20. **Compliance with the Law.** The failure of this Agreement to address a particular permit, condition, term, or restriction shall not relieve the Owner/Developer of the Subject Property from the necessity of complying with the law governing said permitting requirements, conditions, terms, or restrictions.

21. **Captions.** The captions used herein are for convenience only and shall not be relied upon in construing this Agreement.

22. **Binding Effect.** This Agreement shall run with the land, shall be binding upon and inure to the benefit of the Owner/Developer and their successors and assigns in interest, and the City and their successor and assigns in interest. This Agreement shall become effective upon its execution and recordation with the Public Records of Volusia County, Florida. This Agreement does not, and is not intended to, prevent, or impede the City from exercising its legislative authority as the same may affect the Subject Property.

23. **Subsequently Enacted State or Federal Law.** If either state of federal law is enacted after the effective date of this Agreement that is applicable to and precludes the parties' compliance with the terms of this Agreement, this Agreement and correlating zoning amendment shall be modified or revoked, as is necessary, to comply with the relevant state or federal law.

24. **Severability.** If any part of this Development Agreement is found invalid or unenforceable in any court, such invalidity or unenforceability shall not affect the other parts of this Development Agreement if the rights and obligations of the parties contained herein are not materially prejudiced and if the intentions of the parties can be affected. To that end, this Development Agreement is declared severable.

25. **Covenant Running with the Land.** This Agreement shall run with the Subject Property and inure to and be for the benefit of the parties hereto and their respective successors and assigns and any person, firm, corporation, or entity who may become the successor in interest to the Subject Property or any portion thereof.

Attachment: Development Agreement - The Vineyards (2022-O-3055 : The Vineyards - Ords. 3055 and 3056 Comprehensive Plan Amendment

26. **Recordation of Agreement.** The parties hereto agree that an executed original of this Agreement shall be recorded by the City, at the Developer's expense, in the Public Records of Volusia County, Florida.

27. **Applicable Law/Venue.** This Agreement and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida. Venue of any litigation relating to this Agreement shall be in the courts of Volusia County, Florida.

28. **Time of the Essence.** Time is hereby declared of the essence to the lawful performance of the duties and obligations contained in this Agreement. The Owner/Developer shall execute this Agreement within ten (10) business days of City Commission adoption and agrees to pay the cost of recording this document in the Public Records of Volusia County, Florida. Failure to execute this Agreement within ten (10) business days of this ordinance adoption may result in the City not issuing development orders or permits until execution and recordation of this Agreement has occurred.

29. **Agreement; Amendment.** This Agreement constitutes the entire agreement between the parties, and supersedes all previous discussions, understandings, and agreements, with respect to the subject matter hereof; provided, however, that it is agreed that this Agreement is supplemental to the City's Comprehensive Plan and does not in any way rescind or modify any provisions of the City's Comprehensive Plan. Amendments to and waivers of the provisions of this Agreement shall be made by the parties only in writing by formal amendment.

30**. Amendments.** Amendments to the MDP shall be subject to the requirements of Section 114-771(g)(4) of the City of Holly Hill Land Development Regulations, which states that minor amendments to the preliminary plan not violating any terms of the written development agreement and not altering the intent and purpose of the MDP may be approved by the Development Code Administrator after such departmental comment as he/she deems appropriate. Minor changes shall be limited to items such as small adjustments to building footprints, allocation of uses within a defined parcel such as retention areas, parking etc. Minor amendments to the preliminary plan not violating any terms of the MDP and not altering the intent and purpose of the MDP may be approved by the Development Code Administrator. Major amendments will require full review and shall include relocation of uses on the site, except as permitted by the MDP, changes to building styles, changes to landscaping requirements, etc. Decisions as to whether modifications are Major or Minor shall be at the sole discretion of the Development Code Administrator.

31. **Effective Date.** The Effective Date of this Agreement shall be the day this Agreement is recorded in the Public Records of Volusia County, Florida.

IN WITNESS WHEREOF, the Owner/Developer and the City have executed this Agreement.

Attachment: Development Agreement - The Vineyards (2022-O-3055 : The Vineyards - Ords. 3055 and 3056 Comprehensive Plan Amendment

OWNER/DEVELOPER

By: The Vineyards Townhomes, LLC, a Florida limited liability company

Signature of Witness # 1

Richard C. Maugeri, Manager

Print or type name

Signature of Witness #2

Print or type name

Mailing Address: 123 Magnolia Avenue
Daytona Beach, FL 32114

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____day of _____, 2022, by Richard C. Maugeri, as Manager of Ridge Development Group, LLC, a Florida limited liability company, who is personally known to me or who has produced _____ _____ as identification and who did not take an oath.

Signature of Notary

(NOTARY SEAL)

Print or type name

Attachment: Development Agreement - The Vineyards (2022-O-3055 : The Vineyards - Ords. 3055 and 3056 Comprehensive Plan Amendment

CITY OF HOLLY HILL:

By: _____

Chris Via, Mayor

Date: _____

ATTEST:

_____

Date: _____

Mailing Address:
City of Holly Hill
1065 Ridgewood Ave.
Holly Hill, Florida 32117

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____day of _____, 2022, by _____, and _____, who are personally known to me and acknowledge executing the same freely and voluntarily under authority vested in them by the City of Holly Hill.

_____

Signature of Notary

(NOTARY SEAL)

_____

Print or type name

Approved as to form and legality for use and reliance by the City of Holly Hill, Florida

_____

Scott Simpson
City Attorney

Attachment: Development Agreement - The Vineyards (2022-O-3055 : The Vineyards - Ords. 3055 and 3056 Comprehensive Plan Amendment

EXHIBIT A

Legal Description

LOTS 1, 2 AND 3, BLOCK 20, MASON AND CARSWELL SUBDIVISION, AS RECORDED IN MAP BOOK 2, PAGE 90, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, EXCEPTING THE SOUTHERLY 20 FEET USED FOR DRAINAGE, BEING ALSO DESCRIBED AS BLOCKS 13, 14, 15, 16 AND 17, HOME ACRES SUBDIVISION, AS RECORDED IN MAP BOOK 11, PAGE 64, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, EXCEPTING THEREFROM ALL OF SAID BLOCK 16 OF SAID HOME ACRES SUBDIVISON, AND EXCEPTING THEREFROM THAT PORTION OF SAID TRACT LYING EASTERLY OF A NORTH-SOUTH DRAINAGE DITCH WHICH LIES EASTERLY OF THE PRESENT HOUSE AS LOCATED AND KNOWN AS THE WILSON RESIDENCE. THE EXCEPTIONS MENTIONED AS LYING EASTERLY OF SAID DRAINAGE ARE THOSE FOUR (4) PARCELS DEEDED TO WOFF, HAYES, AND MOSTERT, AND RECORDED IN DEED BOOK 326, AT PAGES 381 AND 383, AND IN DEED BOOK 354 AT PAGE 426, AND IN DEED BOOK 360 AT PAGE 270, ALL IN THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA. THE DITCH AS DESCRIBED EXTENDS SOUTHERLY FROM 6TH STREET TO THE EAST-WEST DRAINAGE CANAL AT THE SOUTH END OF THIS ENTIRE TRACT AFOREMENTIONED. THIS DESCRIPTION AND TRANSFER IS ALSO SUBJECT TO A 40 FOOT RIGHT-OF- WAY FROM SIXTH STREET EXTENDING SOUTHERLY TO THE SOUTH LINE OF SAID BLOCK 16 OF SAID **HOME** ACRES SUBDIVISION, SHOWN AS "CEDAR STREET", SAID RIGHT-OF-WAY IS FOR INGRESS AND EGRESS, AND DESCRIBED IN DEED FROM WILSON TO WRENN, AS RECORDED IN OFFICIAL RECORDS BOOK 27, PAGE 537, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

SAID LAND LYING IN VOLUSIA COUNTY, FLORIDA AND CONTAINS 620,675 SQUARE FEET (14.249 ACRES), MORE OR LESS.

Attachment: Exhibit A - Legal Description (2022-O-3055 : The Vineyards - Ords. 3055 and 3056 Comprehensive Plan Amendment and Rezone)

EXHIBIT B

Volusia County Property Appraiser
123 W. Indiana Ave., Rm. 102
DeLand, FL. 32720
Phone: (386) 736-5901 Web: vcpa.vcgov.org

AltKey: 3221842 | **Parcel ID: 424401200037**
VINEYARD & PRODUCE OF HOLLY HILL LLC | **649 6TH ST, HOLLY HILL, FL**

Parcel Summary

Alternate Key:	3221842
Parcel ID:	424401200037
Township-Range-Section:	14 - 32 - 44
Subdivision-Block-Lot:	01 - 20 - 0037
Owner(s):	VINEYARD & PRODUCE OF HOLLY HILL LLC - FS - Fee Simple -
Mailing Address On File:	175 S ORCHARD ST ORMOND BEACH FL 32174
Physical Address:	649 6TH ST, HOLLY HILL 32117
Property Use:	0000 - VACANT RES
Tax District:	203-HOLLY HILL
2021 Certified Millage Rate:	19.817
Neighborhood:	2002
Business Name:	
Subdivision Name:	
Homestead Property:	No

Volusia County Property Appraiser
123 W. Indiana Ave., Rm. 102
DeLand, FL. 32720
Phone: (386) 736-5901 Web: vcpa.vcgov.org

AltKey: 3221931 | **Parcel ID: 424401200046**
RIDGE DEVELOPMENT GROUP LLC | **538 CEDAR AVE, HOLLY HILL, FL**

Parcel Summary

Alternate Key:	3221931
Parcel ID:	424401200046
Township-Range-Section:	14 - 32 - 44
Subdivision-Block-Lot:	01 - 20 - 0046
Owner(s):	RIDGE DEVELOPMENT GROUP LLC - FS - Fee Simple - 100%
Mailing Address On File:	123 MAGNOLIA AVE DAYTONA BEACH FL 32114
Physical Address:	538 CEDAR AVE, HOLLY HILL 32117
Property Use:	0000 - VACANT RES
Tax District:	203-HOLLY HILL
2021 Certified Millage Rate:	19.817
Neighborhood:	2002
Business Name:	
Subdivision Name:	
Homestead Property:	No

Volusia County Property Appraiser
123 W. Indiana Ave., Rm. 102
DeLand, FL. 32720
Phone: (386) 736-5901 Web: vcpa.vcgov.org

AltKey: 3221923 | **Parcel ID: 424401200045**
RIDGE DEVELOPMENT GROUP LLC | **659 6TH ST, HOLLY HILL, FL**

Parcel Summary

Alternate Key:	3221923
Parcel ID:	424401200045
Township-Range-Section:	14 - 32 - 44
Subdivision-Block-Lot:	01 - 20 - 0045
Owner(s):	RIDGE DEVELOPMENT GROUP LLC - FS - Fee Simple - 100%
Mailing Address On File:	123 MAGNOLIA AVE DAYTONA BEACH FL 32114
Physical Address:	659 6TH ST, HOLLY HILL 32117
Property Use:	0000 - VACANT RES
Tax District:	203-HOLLY HILL
2021 Certified Millage Rate:	19.817
Neighborhood:	2002
Business Name:	
Subdivision Name:	
Homestead Property:	No

Volusia County Property Appraiser
123 W. Indiana Ave., Rm. 102
DeLand, FL. 32720
Phone: (386) 736-5901 Web: vcpa.vcgov.org

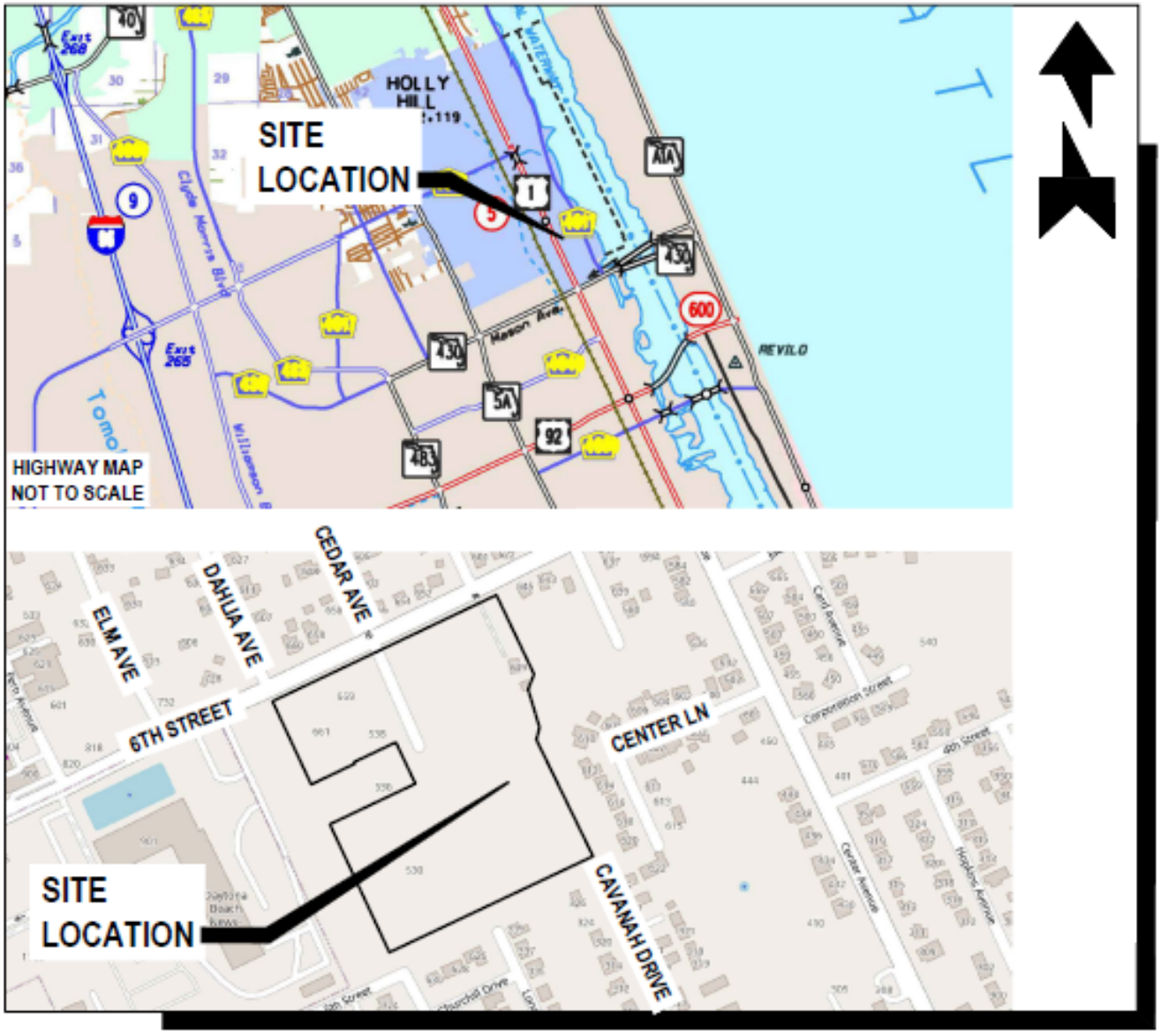
AltKey: 3221958 | **Parcel ID: 424401200048**
RIDGE DEVELOPMENT GROUP LLC | **661 6TH ST, HOLLY HILL, FL**

Parcel Summary

Alternate Key:	3221958
Parcel ID:	424401200048
Township-Range-Section:	14 - 32 - 44
Subdivision-Block-Lot:	01 - 20 - 0048
Owner(s):	RIDGE DEVELOPMENT GROUP LLC - FS - Fee Simple - 100%
Mailing Address On File:	123 MAGNOLIA AVE DAYTONA BEACH FL 32114
Physical Address:	661 6TH ST, HOLLY HILL 32117
Property Use:	0000 - VACANT RES
Tax District:	203-HOLLY HILL
2021 Certified Millage Rate:	19.817
Neighborhood:	2002
Business Name:	
Subdivision Name:	
Homestead Property:	No

Property Appraiser Information

EXHIBIT C



LOCATION MAP

SCALE: 1" = 500'

Location Map

Attachment: Exhibit C - Location Map (2022-O-3055 : The Vineyards - Ords. 3055 and 3056 Comprehensive Plan Amendment and Rezone)

EXHIBIT D

AERIAL MAP

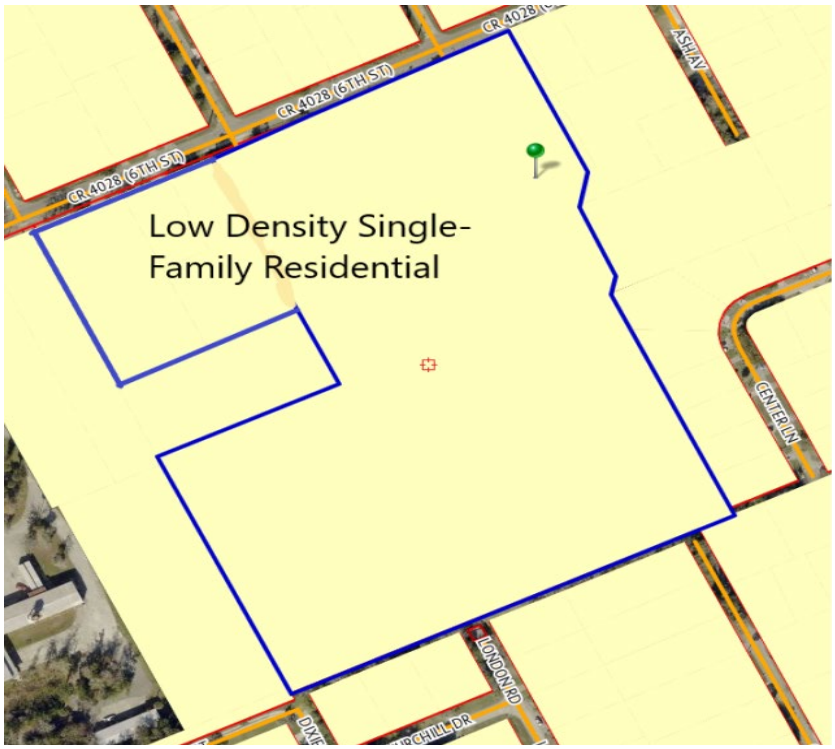
SCALE: 1" = 300'

Aerial Map

Attachment: Exhibit D - Aerial Map (2022-O-3055 : The Vineyards - Ords. 3055 and 3056 Comprehensive Plan Amendment and Rezone)

EXHIBIT E

Current FLU – Low Density Single-Family Residential



Proposed FLU – Medium Density Residential

Attachment: Exhibit E - Current and Proposed FLU of Property (2022-O-3055 : The Vineyards - Ords. 3055 and 3056 Comprehensive Plan

EXHIBIT F

CURRENT ZONING – APUD and R-2

PROPOSED ZONING RPUD

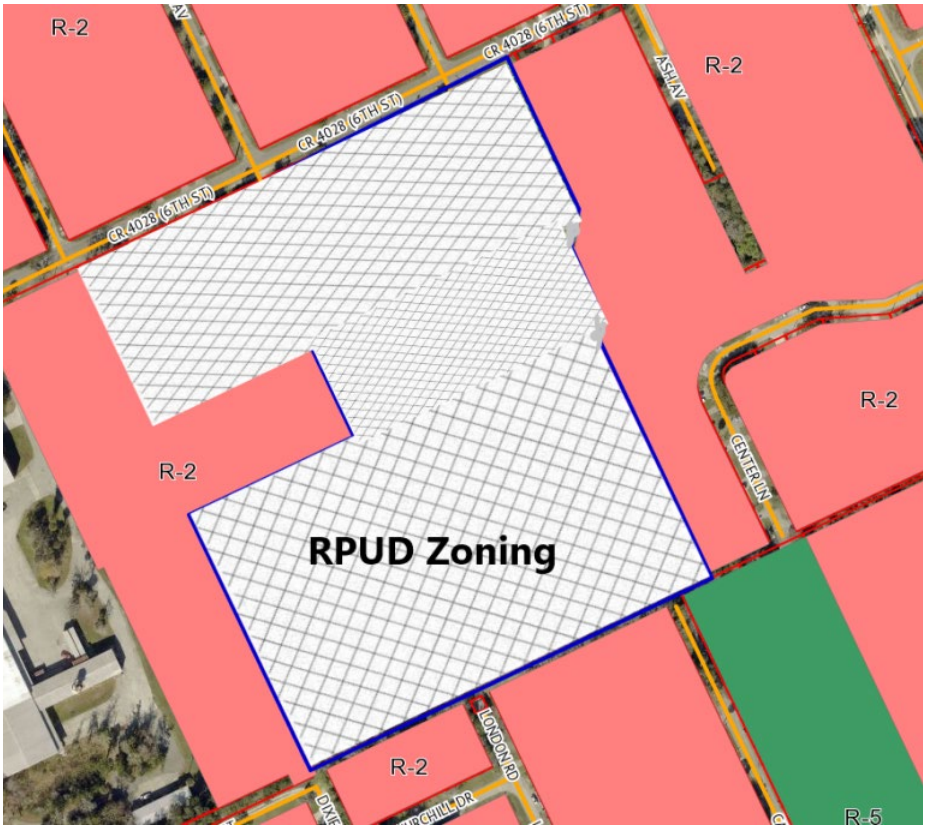


EXHIBIT G

FLOOD ZONE MAP

SCALE: 1" = 300'

FLOOD ZONE "X" & "A" (EL 7.5 NAVD)

PANEL 12127C0356J, 9/29/2017

Flood Map

Attachment: Exhibit G - Flood Map (2022-O-3055 : The Vineyards - Ords. 3055 and 3056 Comprehensive Plan Amendment and Rezone)

NEWKIRK ENGINEERING, INC.
CIVIL ENGINEERING - TRANSPORTATION - CEI - LANDSCAPE ARCHITECTURE
1230 N US HWY 1, SUITE 3, ORMOND BEACH, FLORIDA 32174 386-872-7794

July 6, 2022

Brian M. Walker, AICP, Community Development Director
City of Holly Hill
1065 Ridgewood Avenue
Holly Hill, Florida 32117

Re: The Vineyards (R-2022-2)
Facility Demand Analysis

Dear Mr. Walker:

Sanitary Sewer Data and Analysis

Current FLU Sanitary Sewer Demand								
Future Land Use	Area (ac)	Zoning Categories	Current Density	Current Units	Type of Use	Per Capital Flow (gal/day)	Average Daily Flow (gal/day)	Peak Flow (gal/day) (Average x 3
Low Density Residential	14.25	R2 & APUD	6 units/acre	85	Single Family Residential	250/unit	21,250	63,75

Proposed FLU Sanitary Sewer Demand								
Future Land Use	Area (ac)	Zoning Categories	Current Density	Current Units	Type of Use	Per Capital Flow (gal/day)	Average Daily Flow (gal/day)	Peak Flow (gal/day) (Average x 3
Medium Density Residential	14.25	R3	20 units/acre	285	Single Family Residential	250/unit	71,250	213,75

Proposed Project Sanitary Sewer Demand								
Future Land Use	Area (ac)	Zoning Categories	Proposed Density	Current Units	Type of Use	Per Capital Flow (gal/day)	Average Daily Flow (gal/day)	Peak Flow (gal/day) (Average x 3
Medium Density Residential	14.25	PUD	9.4 units/acre	134	Single Family Residential	250/unit	33,500	100,50

Attachment: Exhibit H - Facility Impact Analysis (2022-O-3055 : The Vineyards - Ords. 3055 and 3056 Comprehensive Plan Amendment and

Potable Water Data and Analysis

Current FLU Potable Water Demand								
Future Land Use	Area (ac)	Zoning Categories	Current Density	Current Units	Type of Use	Per Capital Flow (gal/day)	Average Daily Flow (gal/day)	Peak Flow (gal/day) (Average x 3
Low Density Residential	14.25	R2 & APUD	6 units/acre	85	Single Family Residential	300/unit	25,500	76,50

Proposed FLU Potable Water Demand								
Future Land Use	Area (ac)	Zoning Categories	Current Density	Current Units	Type of Use	Per Capital Flow (gal/day)	Average Daily Flow (gal/day)	Peak Flow (gal/day) (Average x 3
Medium Density Residential	14.25	R3	20 units/acre	285	Single Family Residential	300/unit	85,500	256,50

Proposed Project Potable Water Demand								
Future Land Use	Area (ac)	Zoning Categories	Proposed Density	Current Units	Type of Use	Per Capital Flow (gal/day)	Average Daily Flow (gal/day)	Peak Flow (gal/day) (Average x 3
Medium Density Residential	14.25	PUD	9.4 units/acre	134	Single Family Residential	300/unit	40,200	120,60

Attachment: Exhibit H - Facility Impact Analysis (2022-O-3055 : The Vineyards - Ords. 3055 and 3056 Comprehensive Plan Amendment and

Traffic Data and Analysis

Current FLU Traffic Demand								
Future Land Use	Area (ac)	Zoning Categories	Current Density	Current Units	Type of Use ITE	Daily Trips	AM Peak Hour Trips	PM Peak Hour Trip
Low Density Residential	14.25	R2 & APUD	6 units/acre	85	ITE 210 Single Family Residential	813	64	86

Proposed FLU Traffic Demand								
Future Land Use	Area (ac)	Zoning Categories	Current Density	Current Units	Type of Use	Daily Trips	AM Peak Hour Trips	PM Peak Hour Trip
Medium Density Residential	14.25	R3	20 units/acre	285	ITE 210 Single Family Residential	2727	214	288

Proposed Project Traffic Demand								
Future Land Use	Area (ac)	Zoning Categories	Proposed Density	Current Units	Type of Use	Daily Trips	AM Peak Hour Trips	PM Peak Hour Trip
Medium Density Residential	14.25	PUD	9.4 units/acre	134	ITE 230 Residential Townhouse	779	59	70

Attachment: Exhibit H - Facility Impact Analysis (2022-O-3055 : The Vineyards - Ords. 3055 and 3056 Comprehensive Plan Amendment and

Solid Waste Data and Analysis

The nearest solid waste landfill (Tomoka Landfill operated by Volusia County) is 3,400 acres and will not reach capacity until the year 2052. The Tomoka Landfill has sufficient capacity to accommodate the proposed FLUM designation.

Current FLU Solid Waste Demand							
Future Land Use	Area (ac)	Zoning Categories	Current Density	Current Units	Type of Use	Per Capital Solid Waste (cy/month)	Average Monthly Waste (cy/month)
Low Density Residential	14.25	R2 & APUD	6 units/acre	85	Single Family Residential	1.5/unit	128

Proposed FLU Solid Waste Demand							
Future Land Use	Area (ac)	Zoning Categories	Current Density	Current Units	Type of Use	Per Capital Solid Waste (cy/month)	Average Monthly Waste (cy/month)
Medium Density Residential	14.25	R3	20 units/acre	285	Single Family Residential	1.5/unit	428

Proposed Project Solid Waste Demand							
Future Land Use	Area (ac)	Zoning Categories	Current Proposed	Current Units	Type of Use	Per Capital Solid Waste (cy/month)	Average Monthly Waste (cy/month)
Medium Density Residential	14.25	PUD	9.4 units/acre	134	Single Family Residential	1.5/unit	201

Attachment: Exhibit H - Facility Impact Analysis (2022-O-3055 : The Vineyards - Ords. 3055 and 3056 Comprehensive Plan Amendment and

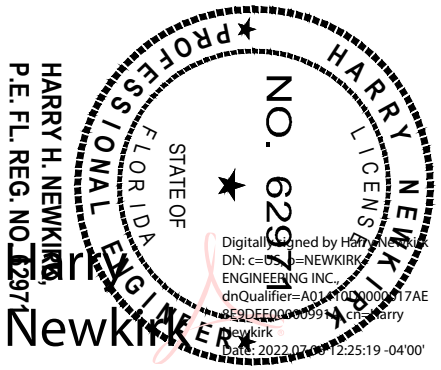
Stormwater Data and Analysis

The proposed use is medium density residential. The existing drainage patterns will be maintained and all stormwater calculations will comply with current rules specified by the City of Holly Hill, Volusia County, St. Johns River Water Management District and Federal Emergency Management Agency. This project will attenuate and treat the stormwater for the mean annual, 25-year, 24-hour and 100-year, 24-hour storm events. The site will be developed in accordance with all Local, State and Federal regulations. Post development stormwater discharge rates and volumes will not exceed pre-development discharge rates and volumes.

If you have any questions or need additional information, please feel free to call or email me at Harry@Newkirk-Engineering.com.

Sincerely,

NEWKIRK ENGINEERING, INC.



Harry Newkirk, PE No. 62971
President/CEO of Newkirk Engineering, Inc.

Attachment: Exhibit H - Facility Impact Analysis (2022-O-3055 : The Vineyards - Ords. 3055 and 3056 Comprehensive Plan Amendment and

School Board of Volusia County

Mr. Ruben Colón, Chairman
Ms. Jamie M. Haynes, Vice Chairman
Mrs. Anita Burnette
Mrs. Linda Cuthbert
Mr. Carl Persis

Carmen J. Balgobin, Ed.D
Superintendent of Schools

School Adequate Capacity Determination
Finding of Adequate Capacity Letter

July 19, 2022

Mr. Rick Maugeri
Manager
The Vineyards Townhomes, LLC
123 Magnolia Ave
Daytona Beach, FL 32114

RE : The Vineyards – City of Holly Hill
School Capacity Review #22-07-08-002-A

Dear Mr. Maugeri:

The County Charter requires any Comprehensive Plan Amendment or Rezoning that allows increased residential density to be effective only when adequate public schools can be timely planned and constructed to serve the projected increase in student population. The district uses this requirement as the guiding principle behind the school adequate capacity review.

District staff reviewed the updated information for the proposed The Vineyards associated with 14 +/- acres of property located at or near the intersection of N Nova Rd and 6th St within Holly Hill city limits. Proposed project would provide for one hundred and thirty-four (134) multi-family townhome units.

The district uses a county wide Student Generation Rate (SGR) of (0.127) per multi-family dwelling unit to calculate projected students. By applying the SGR to the use types in Table 1 below, the project could generate eighteen (18) full time students.

Table 1

UNIT TYPE	SGR	UNIT COUNT	STUDENTS GENERATED
Single Family Dwelling Unit	0.273	0	0
Multifamily Dwelling Unit	0.127	134	18
Manufactured Home Dwelling Unit	0.047	0	0
	Total	**134**	**18**

When performing adequate capacity review district staff evaluates the effects of the proposed change compared to any remaining permanent capacity within the impacted schools, up to 100%, Table 2 (next page). The projected increase in student population may be over 100% if there are plans to serve increased student population in that planning area within the long-term planning horizon. A finding of adequate capacity may be issued in either case.

FACILITIES SERVICES
3750 OLSON DRIVE • DAYTONA BEACH, FL 32124
PHONE: (386) 947-8786 • FAX (386) 506-5056

An Equal Opportunity Employer

Attachment: Exhibit I - Finding-of-Adequate-Capacity (2022-O-3055 : The Vineyards - Ords. 3055 and 3056 Comprehensive Plan Amendment and

Table 2

Schools	SY 2021/22 Enrollment	% of Permanent Capacity	Plans for Capacity Increase Long-Term	Traditional K-12 students projected
Holly Hill School	1,024	98%	No	11
Mainland High (Halifax CSA)	1,780	91%	No	5
Other				2

The student projections generated by this project **will not** increase the existing percentage above 100% permanent capacity at any school level. Based on this, the school district has no objections to the proposed development plan. Minimum planning considerations should include pedestrian and vehicular access, safety, connectivity, and buffering.

All future development orders, such as site plans and subdivisions, are subject to school concurrency review. School concurrency will be evaluated at the time when the impact of development is specifically quantified and known. Only funded school improvements and then current capacity will be considered at that time.

No student reservations have been made at this time.

Please note the School Board has the right to adjust the attendance boundaries to balance the student enrollment populations at these area schools. Consequently, students generated from this project may not attend the current assigned schools.

Should you need additional information, please contact me at (386) 947-8786, extension 50709.
Sincerely,

Stephanie B. Doster,
Coordinator, Planning

CC: Carmen J. Balgobin, Ed.D, Superintendent of Schools
Steven Grube, Director, Planning and Construction
Brian Walker, Community Development Director, City of Holly Hill
Lisa V. Divina, Volusia County School Board Project File

Attachment: Exhibit I - Finding-of-Adequate-Capacity (2022-O-3055 : The Vineyards - Ords. 3055 and 3056 Comprehensive Plan Amendment and

VOLUSIA COUNTY SCHOOLS

Finding of Adequate School Capacity

VOLUSIA COUNTY SCHOOL BOARD

Project Information	
Project Name	The Vineyards
VCSB Project #	**22-07-08-002-A**
Jurisdiction Project #	
Parcel ID Numbers	4244-01-20-0037; 4244-01-20-0045; 4244-01-20-0046; 4244-01-20-0048
Project Location	N Nova Rd and 6th St
Potential Residential Units	137 Multi-Family Townhomes
Property Owner/Applicant	The Vineyards Townhomes, LLC
Notes: Additional review will be required at the time of subdivision/site plan submittal(s). No Student Reservations have been made.	

Based upon the Findings of Fact, pursuant to School Board Policy 612 and Section 206 of the County Charter, the school district has determined at this time that school capacity is adequate to serve the proposed increase in residential density. This Finding shall constitute competent substantial evidence that adequate public school capacity is likely to be available at the time it is required to serve the planned new development.

Capacity is not being reserved with this Finding unless otherwise noted on this document. This Finding of Adequate School Capacity allows this subject project to continue through the Comprehensive Plan Amendment and/or rezoning process; however, it may be subject to additional school capacity review in the future.

Stephanie B. Doster
Coordinator, Planning

July 19, 2022
Issue Date

Created: 9/2007
Owner: Facilities Services

2007-073-VCS
Print Locally

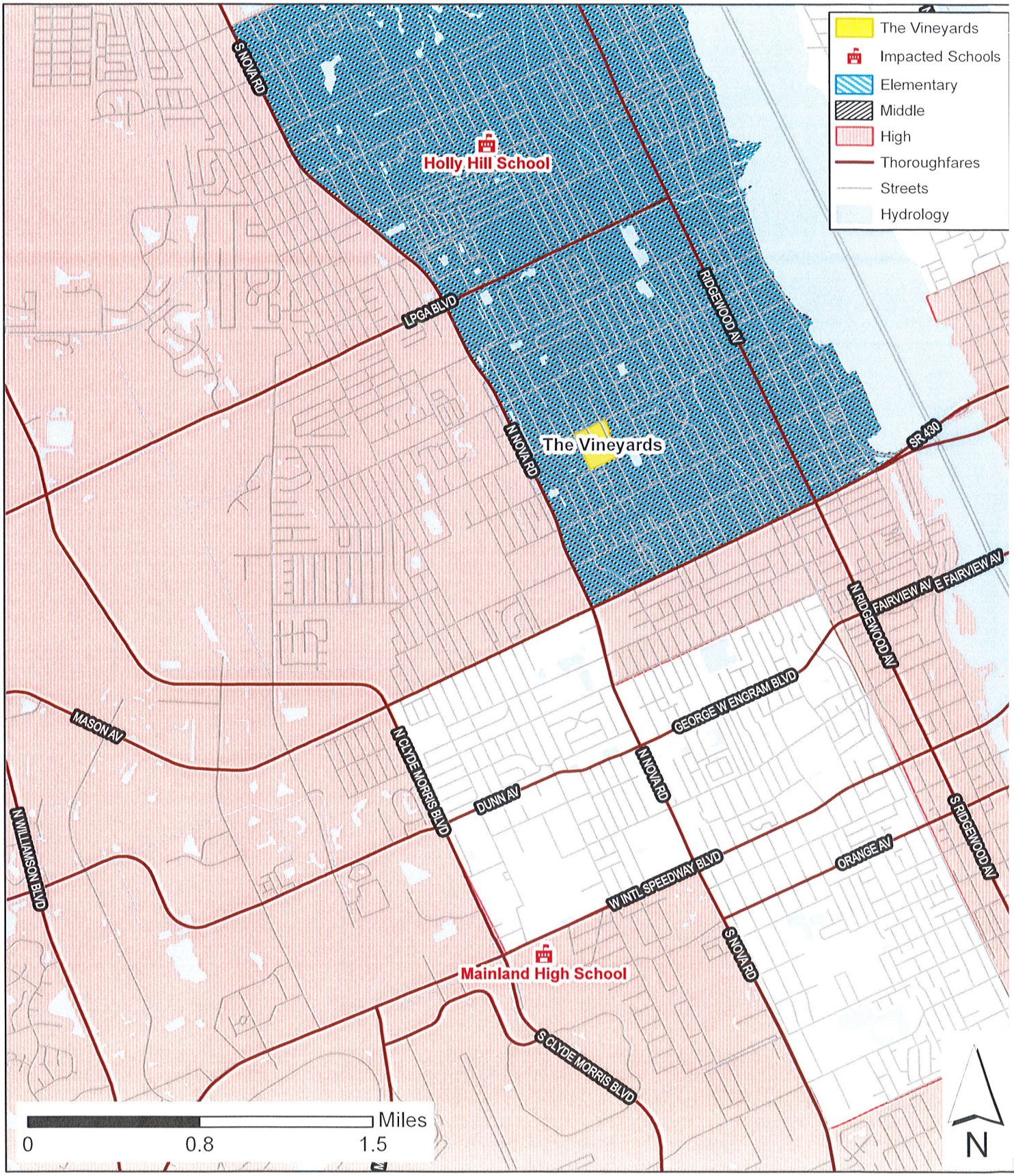
Attachment: Exhibit I - Finding-of-Adequate-Capacity (2022-O-3055 : The Vineyards - Ords. 3055 and 3056 Comprehensive Plan Amendment and

VCSB Schools Impacted by Development

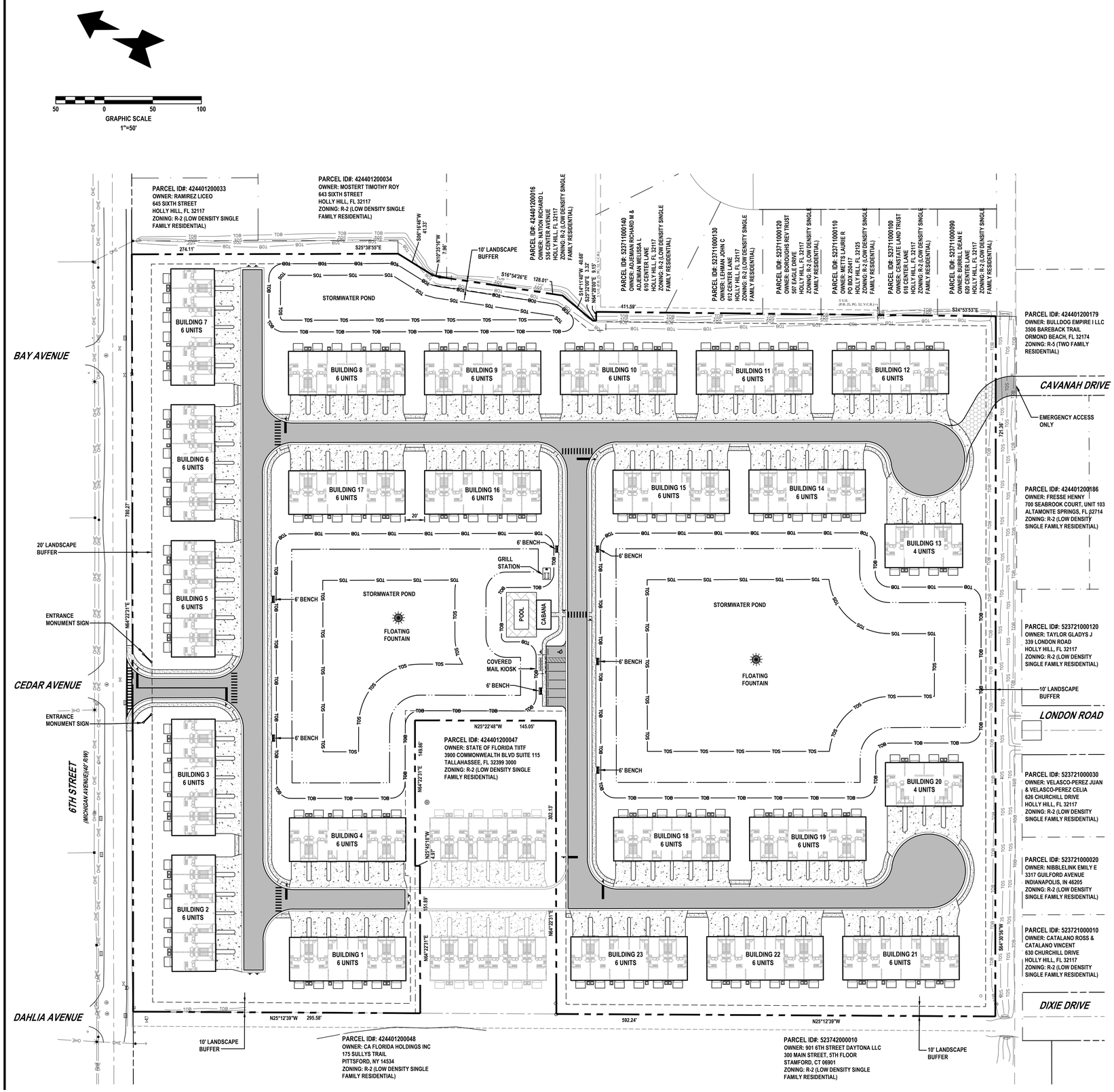
School Concurrency Review - The Vineyards

VOLUSIA COUNTY SCHOOLS

Created by Facilities Service
July 202



Attachment: Exhibit I - Finding-of-Adequate-Capacity (2022-O-3055 : The Vineyards - Ords. 3055 and 3056 Comprehensive Plan Amendment and



SITE DEVELOPMENT USAGE

1. SETBACK:

	BUILDING	LANDSCAPE
FRONT (6TH ST)	25 FEET	20 FEET
REAR	10 FEET	10 FEET
SIDE	0 FEET	10 FEET
SIDE CORNER	10 FEET	10 FEET
MAXIMUM BUILDING HEIGHT		30 FEET
MAXIMUM BUILDING COVERAGE		30%
MAXIMUM IMPERVIOUS		50%
MINIMUM BUILDING SEPERATION		20 FEET

2. PROPOSED SITE COVERAGE:

PROPOSED SITE COVERAGE			
AREA TYPE	SF	ACRE	% OF SITE
BUILDINGS	121,050	2.779	19.5%
PAVEMENT	124,895	2.867	20.1%
SIDEWALK / PADS	19,598	0.450	3.2%
GREEN SPACE	355,133	8.153	57.2%
TOTAL SITE	620,676	14.249	100.0%
COMMON OPEN SPACE	196,663	4.515	31.7%
TOTAL IMPERVIOUS	265,543	6.096	42.8%
TOTAL PERVIOUS	355,133	8.153	57.2%

PROPOSED BUILDING COVERAGE: 19.5%

3. DENSITY

134 UNITS / 14.25 ACRES = 9.40 UNITS PER ACRE (GROSS DENSITY)
134 UNITS / 10.14 ACRES = 13.21 UNITS PER ACRE (NET DENSITY)

4. PARKING REQUIREMENTS

2 SPACES PER UNIT x 134 UNITS = 268 SPACES
TOTAL REQUIRED PARKING = 268 SPACES

5. PARKING PROVIDED

UNIT DRIVEWAY	268	65.7
UNIT GARAGE	134	32.8
POOL ACCESSIBLE	1	0.3
POOL STANDARD	5	1.2
TOTAL PARKING PROVIDED	408	100.0

REVISIONS

DATE	DESCRIPTION

1230 North US1, Suite 3
Ormond Beach, Florida 32174
Phone (386) 872-7784
www.Newkirk-Engineering.com
C.A. # 30209
L.C. # 26000584
© 2013
Civil Engineering
Transportation, CEI &
Landscape Architecture
NEWKIRK ENGINEERING INC.

OVERALL SITE PLAN

VINEYARD

649 6TH STREET
HOLLY HILL, FL 32174

THIS DRAWING IS THE PROPERTY OF NEWKIRK ENGINEERING ANY USE OR REPRODUCTION IN WHOLE OR PART IS PROHIBITED WITHOUT THE EXPRESSED WRITTEN CONSENT OF NEWKIRK ENGINEERING COPYRIGHT 2013 ALL RIGHTS RESERVED

THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY HARRY NEWKIRK, PE # 62971 ON

HARRY NEWKIRK LICENSE NO. 62971 STATE OF FLORIDA PROFESSIONAL ENGINEER

PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

PROJECT No:	2022-86
DATE:	JUNE 2022
DESIGN BY:	HHN
DRAWN BY:	NWS
CHECKED BY:	HHN
SCALE:	1" = 50'

DRAWING NUMBER

2

Attachment: Preliminary Development Plan (2022-O-3055 : The Vineyards - Ords. 3055 and 3056 Comprehensive Plan Amendment and Rezone)

BOUNDARY & TREE SURVEY
649 6TH STREET, HOLLY HILL, FL

GENERAL NOTES:

1. BEARING STRUCTURE ASSUMED (N 64° 22" 31" E) ALONG THE NORTH LINE OF LOT 1, BLOCK 16, FOR ANGLE MEASUREMENT ONLY.

2. LAND DESCRIPTION WAS PROVIDED BY CLIENT. IT IS IN ACCORD WITH OFFICIAL RECORDS BOOK 6662, PAGE 4670, PUBLIC RECORDS OF VOLUSIA COUNTY RECORDS. NO TITLE WORK PROVIDED TO THIS SURVEYOR.

3. THIS MAP IS INTENDED TO BE DISPLAYED AT A SCALE OF 1" = 30" OR SMALLER. ANY USE OF THIS FILE AT A SCALE LARGER THAN STATED, SHALL BE AT THE USER'S OWN RISK.

4. RECORD DIMENSIONS ARE SHOWN IN PARENTHESIS ( ) , WHEN DIFFERS FROM MEASURED.

5. HISTORY REFERENCE TO PREVIOUS SURVEY OR HELPER SURVEYS, LINEAGE OF DATA HORIZONTAL DATA REFERENCES, DATE OF ORIGINAL PLAT.

A.) REPLAT OF UNIT NUMBER ONE HOME ACRES, M.B. 11, PG. 64, V.C.R.
B.) HALIFAX MEDIA, M.B. 58, PGS 154-159, V.C.R.
C.) MASON & CARSWELL'S HOLLY HILL, M.B. 2, PG. 90, V.C.R.
D.) WOLFF SUBDIVISION, M.B. 25, PG. 52, V.C.R.
E.) AA WILBERT BOUNDARY SURVEY.

6. DATA SOURCES:

ELEVATIONS REFER TO (NAVD) NORTH AMERICAN VERTICAL DATUM 1988 FEET AND DECIMAL PART THEREOF. BENCHMARK REFERENCE NAVD DATUM OF 1988. BENCHMARK IS A CITY OF DAYTONA BEACH DESIGNATION: DM 2604, ELEVATION 12.09 FEET (NAVD 1988).

7. THE BOUNDARY LINES SHOWN ARE COMPRISED FROM THE SAID INFORMATION ALONG WITH EXISTING MONUMENTATION FOUND IN THE FIELD. SURVEY DOES NOT DETERMINE OR REFLECT OWNERSHIP. THERE MAY BE OTHER INFORMATION NOT ON RECORD OR PROVIDED, SUCH AS: DEEDS OR SURVEY HELPERS FROM OTHER THAT ARE NOT ON RECORD TO A1A SURVEYING AT THE TIME OF SURVEY. A1A SURVEYING ATTEMPTS TO CONTACT LOCAL SURVEYORS FOR HELPER SURVEYS. SEE LIMITATIONS.

8. UNDERGROUND UTILITIES NOT LOCATED EXCEPT AS SHOWN, PER FIELD VISIBLE LOCATIONS OR MARKINGS.

9. LIMITATIONS:

A.) THE CLIENT AND/OR THEIR LEGAL REPRESENTATIVE(S) IS REQUIRED PER FLORIDA STATUTE RULE 5J-17.052(2)(D)(4) AND THE ALTA REQUIREMENTS THAT ALL RECORDED INSTRUMENTS (EASEMENTS, RIGHT-OF-WAY(S) & ETC.) THAT APPLIES TO THIS SURVEY MUST BE PROVIDED TO THIS SURVEYOR. SOME INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHT-OF-WAY(S) AND OR OWNERSHIP HAVE BEEN FURNISHED TO THE SURVEYOR, PER TITLE COMMITMENT. THERE MAY BE ADDITIONAL RECORDINGS NOT PROVIDED TO THIS SURVEYOR THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY OR A PREVIOUS SURVEY BY OTHERS NOT ON RECORD THAT WERE NOT PROVIDED AT THE TIME OF THIS SURVEY. THIS SURVEYOR RETAINS THE RIGHT TO REVISE HIS OR HER SURVEY WHEN SAID DOCUMENTATION IS PRESENTED.

B.) IT IS UNDERSTOOD TO BE THE PROFESSIONAL OPINION OF THIS SURVEYOR AND THE FIRM FROM WHICH IS FORMULATED ON HIS / HER BEST KNOWLEDGE, INFORMATION AND BELIEF, AND AS SUCH, DOES NOT CONSTITUTE A GUARANTEE OR WARRANTY, EITHER EXPRESSED OR IMPLIED. FURTHERMORE, THIS SURVEYOR AND FIRM DOES NOT ASSUME RESPONSIBILITY AND SHALL NOT BE LIABLE FOR CLAIMS ARISING FROM ERRONEOUS OR INCORRECT INFORMATION FURNISHED BY THE OWNER, LENDER, OR OWNER'S CONTRACTORS OR OTHERS WHICH IS USED AS A BASIS TO FORMULATE THIS SURVEYORS OPINION.

C.) ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE PARTY PER FLORIDA STATUES CHAPTER RULE 5J-17.051(3)(5)(6).

D.) THE ACCEPTANCE OF THIS SURVEY AS CERTIFIED FOR THE EXCLUSIVE USE OF NAMES SHOWN HEREON SHALL CONSTITUTE FULFILLMENT OF MY CONTRACTUAL OBLIGATION. "ORIGINAL" AS DEFINED HEREON REFERS TO THE SIGNED AND SEALED GRAPHIC REPRESENTATION OF THE FIELD SURVEY. CAD FILES ARE NOT THE SURVEY AND THERE MAY BE A SURCHARGE FOR THEM.

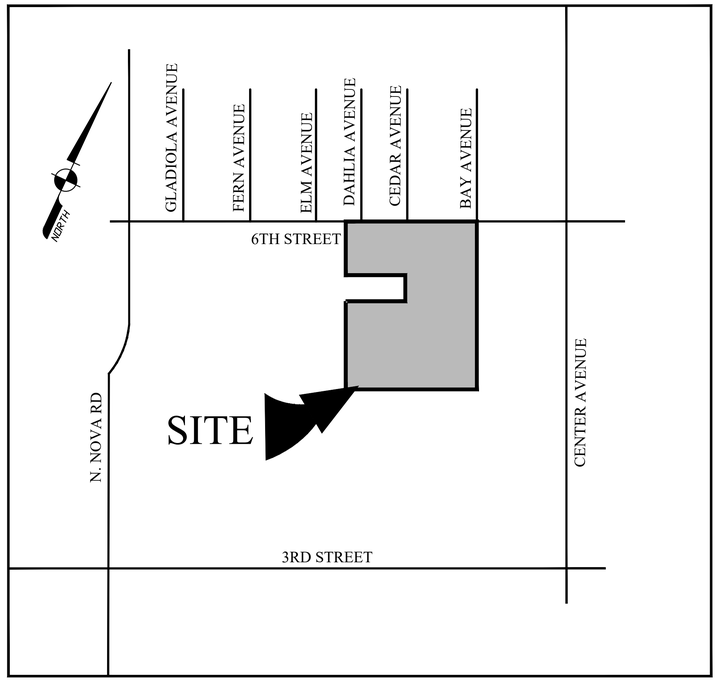
E.) TAX PARCEL IDENTIFICATION NUMBERS, ADJACENT OWNERS NAME AND ADDRESS WHEN SHOWN, IS TAKEN FROM SAID COUNTY PROPERTY WEB SITE.

F.) TREE INFORMATION:
TREES AS SHOWN ON THE SURVEY IS FOR THE LOCATION AND DIAMETER TAKEN APPROXIMATELY 4 TO 4-1/2 FEET ABOVE GROUND LEVEL (APPROXIMATELY CHEST HEIGHT). THE TREE IDENTIFICATION SHOWN IS USUALLY A COMMONLY KNOWN NAME. HOWEVER, THE ACCURACY OF THE SPECIES OF SAID IDENTIFICATION SHOULD BE IDENTIFIED AND CONSULTED BY AN ARBORIST OR ANY OTHER PROFESSIONAL LICENSED TO IDENTIFY TREES (LANDSCAPE ARCHITECT, ENVIRONMENTALIST, ETC.). IDENTIFICATION IS OUT OF THE EXPERTISE OF A FLORIDA SURVEYOR OR MAPPER, UNLESS THEY POSSESS SUCH CERTIFICATES.

G.) TOPOGRAPHIC SURVEY:
CONTOURS ARE ON ONE FOOT INTERVALS, INTERPOLATED BETWEEN GRIDS, VISIBLE GRADE BREAKS, ALONG WITH RANDOM GROUND ELEVATIONS.

10. FLOOD PLANE CERTIFICATION ACCORDING TO THE FEMA (FEDERAL EMERGENCY MANAGEMENT AGENCY) F.I.R.M (FEDERAL INSURANCE RATE MAP), COMMUNITY OF CITY OF HOLLY HILL, FLORIDA NUMBER 125136, PANEL NUMBER 12127 C 0356 J, DATED: SEPTEMBER 29, 2017. THE PROPERTY IS IN FLOOD ZONE "X" AND FLOOD ZONE A.

11. ABBREVIATIONS: BM = BENCHMARK; BTTM = BOTTOM; (C) = CALCULATED; C.L.F. = CHAIN LINK FENCE; CM = CONCRETE MONUMENT; CMP = CORRUGATED METAL PIPE; CONC = CONCRETE; (D) = DEED; FD = FOUND; ID = IDENTIFICATION; IR = IRON ROD; IR/C = IRON ROD & CAP; IP = IRON PIPE; INV = INVERT; LB = LICENSED BUSINESS; (M) = MEASURED; M.B. = MAP BOOK; O.R.B. = OFFICIAL RECORDS BOOK; (P) = PLAT; PG(S). = PAGE(S); PSM = PROFESSIONAL SURVEYOR & MAPPER; PVC = POLYVINYL CHLORIDE; RCP = REINFORCED CORRUGATED PIPE; R/W = RIGHT-OF-WAY; TOB = TOP OF BANK; TOS = TOE OF SLOPE; V.C.R. = VOLUSIA COUNTY RECORDS.



LOCATION SKETCH
NOT TO SCALE

LEGAL DESCRIPTION:

LOTS 1, 2 AND 3, BLOCK 20, MASON AND CARSWELL SUBDIVISION, AS RECORDED IN MAP BOOK 2, PAGE 90, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, EXCEPTING THE SOUTHERLY 20 FEET USED FOR DRAINAGE, BEING ALSO DESCRIBED AS BLOCKS 13, 14, 15, 16 AND 17, HOME ACRES SUBDIVISION, AS RECORDED IN MAP BOOK 11, PAGE 64, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, EXCEPTING THEREFROM ALL OF SAID BLOCK 16 OF SAID HOME ACRES SUBDIVISON, AND EXCEPTING THEREFROM THAT PORTION OF SAID TRACT LYING EASTERLY OF A NORTH-SOUTH DRAINAGE DITCH WHICH LIES EASTERLY OF THE PRESENT HOUSE AS LOCATED AND KNOWN AS THE WILSON RESIDENCE. THE EXCEPTIONS MENTIONED AS LYING EASTERLY OF SAID DRAINAGE ARE THOSE FOUR (4) PARCELS DEEDED TO WOFF, HAYES, AND MOSTERT, AND RECORDED IN DEED BOOK 326, AT PAGES 381 AND 383, AND IN DEED BOOK 354 AT PAGE 426, AND IN DEED BOOK 360 AT PAGE 270, ALL IN THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA. THE DITCH AS DESCRIBED EXTENDS SOUTHERLY FROM 6TH STREET TO THE EAST-WEST DRAINAGE CANAL AT THE SOUTH END OF THIS ENTIRE TRACT AFOREMENTIONED. THIS DESCRIPTION AND TRANSFER IS ALSO SUBJECT TO A 40 FOOT RIGHT-OF- WAY FROM SIXTH STREET EXTENDING SOUTHERLY TO THE SOUTH LINE OF SAID BLOCK 16 OF SAID **HOME** ACRES SUBDIVISION, SHOWN AS "CEDAR STREET", SAID RIGHT-OF-WAY IS FOR INGRESS AND EGRESS, AND DESCRIBED IN DEED FROM WILSON TO WRENN, AS RECORDED IN OFFICIAL RECORDS BOOK 27, PAGE 537, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

SAID LAND LYING IN VOLUSIA COUNTY, FLORIDA AND CONTAINS 620,675 SQUARE FEET (14.249 ACRES), MORE OR LESS.

LEGEND

	BACK FLOW PREVENTOR VALVE
	BENCHMARK
CATV	CABLE TELEVISION RISER
	CATCH BASIN
CO	CLEAN OUT
	CONCRETE UTILITY POLE
	CONCRETE UTILITY POLE WITH LIGHT
	CURB INLET
EM	ELECTRIC METER
E	ELECTRIC RISER
E	ELECTRIC SERVICE BOX
• 0.00	EXISTING ELEVATION
	FIRE HYDRANT
	GUY ANCHOR
M	MAIL BOX
OHE	OVERHEAD WIRES
S	SANITARY MANHOLE
	SEWER VALVE
	SIGN (UNLESS NOTED)
F	UNDERGROUND FIBER OPTIC MARKER
U	UNKNOWN MANHOLE
	WATER METER
	WATER VALVE
	WELL
	WOOD UTILITY POLE
	WOOD UTILITY POLE WITH LIGHT

TREE LEGEND

	ASH
	CEDAR
	HACKBERRY
	OAK
	PALM
12"	DENOTES 12" DIAMETER TRUNK (TYPICAL)

SHEET SU-1

NOT VALID WITHOUT
SHEETS 1 THRU 3

CERTIFIED TO:

DAVID MCMILLEN CERTIFICATE LS 6378 STATE OF FLORIDA REGISTERED LAND SURVEYOR

Field Work by: TE Date: 04/27/22 Office Work by: KB Date: 04/27/22
Field Book: 19 Page: 30 Scale: 1" = 30'

TYPE OF SURVEY:
BOUNDARY & TREE

REVISIONS:

SITE ADDRESS: 649 6TH ST, HOLLY HILL, FL
PROJECT: 22-24

A1A SURVEYING, INC.
Professional Surveyor
Residential Commercial Construction
Phone: 386.238.9231
555 W Granada Blvd., Suite D7, Ormond Beach, Florida 32174 LB 8205

Attachment: Boundary and Tree Survey (2022-O-3055 : The Vineyards - Ords. 3055 and 3056 Comprehensive Plan Amendment and Rezone)

BOUNDARY & TREE SURVEY
649 6TH STREET, HOLLY HILL, FL

0 30 60
GRAPHIC SCALE IN FEET
1"=30'

NORTH

NORTHWEST CORNER LOT 1 (M.B. 58, PGS. 154-159(V.C.R.)) FD 4"X4" C.M. LB#3612

DAHLIA AVENUE
DAHLIA STREET (P)
40' R/W
(M.B. 11, PG. 64, V.C.R.)

BAY AVENUE
BAY STREET (P)
40' R/W
(M.B. 11, PG. 64, V.C.R.)

6TH STREET
MICHIGAN AVENUE (P)
40' R/W
(M.B. 11, PG. 64, V.C.R.)

N64°22'31"E
831.1'(M)831.31'(P)
299.15'(M)300.00'(P)
780.27'(D)(M)

FD 1/2" IP NO ID

CENTER AVENUE
60' R/W
(M.B. 11, PG. 64, V.C.R.)

EAST LINE BLOCK 13 (M.B. 11, PG. 64, V.C.R.)

295.40'(D)
295.58'(M)

LOT 1
HALIFAX MEDIA
(M.B. 58, PGS. 154-159, V.C.R.)
PARCEL ID: 424401200001
ADDRESS: 901 6TH ST, HOLLY HILL

LOT 6
BLOCK 16
REPLAT OF UNIT NUMBER ONE HOME ACRES
(M.B. 11, PG 64, V.C.R.)
PARCEL ID: 424401200048
ADDRESS: 661 6TH ST, HOLLY HILL

WEST 75' OF LOT 1
BLOCK 16
REPLAT OF
UNIT NUMBER ONE HOME ACRES
(M.B. 11, PG 64, V.C.R.)
PARCEL ID: 424401200045
ADDRESS: 659 6TH ST, HOLLY HILL

EAST 75' OF LOT 1
BLOCK 16
REPLAT OF
UNIT NUMBER ONE HOME ACRES
(M.B. 11, PG 64, V.C.R.)
PARCEL ID: 424401200046
ADDRESS: 538 CEDAR ST, HOLLY HILL

LOT 7
BLOCK 15
REPLAT OF UNIT NUMBER ONE HOME ACRES
(M.B. 11, PG 64, V.C.R.)

LOT 1
BLOCK 15
REPLAT OF UNIT NUMBER ONE HOME ACRES
(M.B. 11, PG 64, V.C.R.)

PORTION OF LOT 7
BLOCK 14
REPLAT OF UNIT NUMBER ONE HOME ACRES
(M.B. 11, PG 64, V.C.R.)

BAY STREET
60' R/W
(M.B. 11, PG. 64, V.C.R.)
UNCONSTRUCTED

274.11'(C)
274.82'(M)

PORTION OF LOT 1
BLOCK 20
MASON & CARSWELL
(M.B. 2, PG 90, V.C.R.)
(O.R.B. 7544, PG. 3307, V.C.R.)
PARCEL ID: 424401200033

PORTION OF LOT 2
BLOCK 20
MASON & CARSWELL
(M.B. 2, PG 90, V.C.R.)
(O.R.B. 4511, PG. 402, V.C.R.)
PARCEL ID: 424401200031

PORTION OF LOT 1
BLOCK 20
MASON & CARSWELL
(M.B. 2, PG 90, V.C.R.)
(O.R.B. 6423, PG. 2234, V.C.R.)
PARCEL ID: 424401200016

LOT 5
BLOCK 16
REPLAT OF UNIT NUMBER ONE HOME ACRES
(M.B. 11, PG 64, V.C.R.)
PARCEL ID: 424401200048
ADDRESS: 661 6TH ST, HOLLY HILL

LOT 2
BLOCK 16
REPLAT OF UNIT NUMBER ONE HOME ACRES
(M.B. 11, PG 64, V.C.R.)
PARCEL ID: 424401200046
ADDRESS: 538 CEDAR ST, HOLLY HILL

CEDAR STREET
60' R/W
(M.B. 11, PG 64, V.C.R.)
UNCONSTRUCTED

LOT 8
BLOCK 15
REPLAT OF UNIT NUMBER
ONE HOME ACRES
(M.B. 11, PG 64, V.C.R.)

LOT 2
BLOCK 15
REPLAT OF UNIT NUMBER ONE HOME ACRES
(M.B. 11, PG 64, V.C.R.)

PORTION OF LOT 8
BLOCK 14
REPLAT OF UNIT NUMBER ONE HOME ACRES
(M.B. 11, PG 64, V.C.R.)

S25°38'55"E

NORTH OF LOT 4
BLOCK 16
REPLAT OF UNIT NUMBER ONE HOME ACRES
(M.B. 11, PG 64, V.C.R.)

N64°22'31"E
151.89'(M)
150.00'(P)

N64°22'31"E
149.86'(M)
150.00'(P)

N25°45'18"W
4.97'(M)
5.00'(D)

FENCE 0.2' N

S06°16'46"W
41.33'(C)(M)

N10°35'16"W
7.96'(C)(M)

20.3'
20.1'
20.3'

PORTION OF LOT 9
BLOCK 14
REPLAT OF UNIT NUMBER
ONE HOME ACRES
(M.B. 11, PG 64, V.C.R.)

128.01'(C)(M)
S16°54'26"E

PORTION OF LOT 1
BLOCK 20
MASON & CARSWELL
(M.B. 2, PG 90, V.C.R.)
(O.R.B. 4045, PG. 808, V.C.R.)
PARCEL ID: 424401200016

S14°11'40"W 40.68'(C)(M)

REMAINDER OF LOT 4
BLOCK 16
REPLAT OF UNIT NUMBER ONE HOME ACRES
(M.B. 11, PG 64, V.C.R.)

LOT 3
BLOCK 16
REPLAT OF UNIT NUMBER ONE HOME ACRES
(M.B. 11, PG 64, V.C.R.)

DITCH

LOT 9
BLOCK 15
REPLAT OF UNIT NUMBER ONE HOME ACRES
(M.B. 11, PG 64, V.C.R.)

LOT 3
BLOCK 15
REPLAT OF UNIT NUMBER ONE HOME ACRES
(M.B. 11, PG 64, V.C.R.)

N25°12'39"W
290.40'(D)
435.77'(M)

SOUTH LINE BLOCK 16
NORTH LINE BLOCK 17
300'(P)
N64°22'31"E
302.13'(M)

LOT 6
BLOCK 17
REPLAT OF UNIT NUMBER ONE HOME ACRES
(M.B. 11, PG 64, V.C.R.)

LOT 1
BLOCK 17
REPLAT OF UNIT NUMBER ONE HOME ACRES
(M.B. 11, PG 64, V.C.R.)

LOT 10
BLOCK 15
REPLAT OF UNIT NUMBER ONE HOME ACRES
(M.B. 11, PG 64, V.C.R.)

LOT 4
BLOCK 15
REPLAT OF UNIT NUMBER ONE HOME ACRES
(M.B. 11, PG 64, V.C.R.)

MATCHLINE (SEE SHEET 3 OF 3)

SHEET SU-2

CERTIFIED TO:

TYPE OF SURVEY:
BOUNDARY & TREE

REVISIONS:

Field Work by: TE Date: 04/27/22 Office Work by: KB Date: 04/27/22
Field Book: 19 Page: 30 Scale: 1" = 30'

SITE ADDRESS: PROJECT:
649 6TH STREET, HOLLY HILL, FL 22-24

Professional Surveyor
A1A SURVEYING, INC.
Phone: 386.238.9231
Residential Commercial Construction
555 W Granada Blvd., Suite D7, Ormond Beach, Florida 32174 LB 8205

NOT VALID WITHOUT
SHEETS 1 THRU 3

Attachment: Boundary and Tree Survey (2022-O-3055 : The Vineyards - Ords. 3055 and 3056 Comprehensive Plan Amendment and Rezone)

BOUNDARY & TREE SURVEY
649 6TH STREET, HOLLY HILL, FL

0 30 60
GRAPHIC SCALE IN FEET
1"=30'

NORTH

MATCHLINE (SEE SHEET 2 OF 3)

LOT 1
BLOCK 17
REPLAT OF UNIT NUMBER ONE HOME ACRES
(M.B. 11, PG 64, V.C.R.)
(M.B. 58, PGS. 134-135 V.C.R.)
PARCEL ID: 3237-020-0010
ADDRESS: 649 6TH STREET, HOLLY HILL

597.01'(P)
592.24'
S48°20'00"E(M)

145.20'(P)(M)

15' UTILITY EASEMENT
(M.B. 58, PGS. 134-135, V.C.R.)

LOT 6
BLOCK 17
REPLAT OF UNIT NUMBER ONE HOME ACRES
(M.B. 11, PG 64, V.C.R.)

LOT 1
BLOCK 17
REPLAT OF UNIT NUMBER ONE HOME ACRES
(M.B. 11, PG 64, V.C.R.)

LOT 10
BLOCK 15
REPLAT OF UNIT NUMBER ONE HOME ACRES
(M.B. 11, PG 64, V.C.R.)

LOT 4
BLOCK 15
REPLAT OF UNIT NUMBER ONE HOME ACRES
(M.B. 11, PG 64, V.C.R.)

PORTION OF LOT 10
BLOCK 14
REPLAT OF UNIT NUMBER ONE HOME ACRES
(M.B. 11, PG 64, V.C.R.)

S14°11'40"W 40.68'(C)(M)
S25°32'00"E 3.32'(C)(M)
N64°28'00"E 9.15'(C)(M)

5' U.E. (P.B. 25, PG. 52, V.C.R.)

NORTH LINE
WOLFF SUBDIVISION

2.8'
3.9'

6' WOOD FENCE

411.59'

LOT 14
WOLFF SUBDIVISION
(M.B. 25, PG. 52, V.C.R.)

6' C.L.F.

LOT 5
BLOCK 17
REPLAT OF UNIT NUMBER ONE HOME ACRES
(M.B. 11, PG 64, V.C.R.)

LOT 2
BLOCK 17
REPLAT OF UNIT NUMBER ONE HOME ACRES
(M.B. 11, PG 64, V.C.R.)

WEST R/W LINE

CEDAR STREET
40' R/W
(M.B. 11, PG 64, V.C.R.)
UNCONSTRUCTED

EAST R/W LINE

20' 20'

LOT 11
BLOCK 15
REPLAT OF UNIT NUMBER ONE HOME ACRES
(M.B. 11, PG 64, V.C.R.)

LOT 5
BLOCK 15
REPLAT OF UNIT NUMBER ONE HOME ACRES
(M.B. 11, PG 64, V.C.R.)

DITCH

PORTION OF LOT 11
BLOCK 14
REPLAT OF UNIT NUMBER ONE HOME ACRES
(M.B. 11, PG 64, V.C.R.)

20' 20'

BAY STREET
40' R/W
(M.B. 11, PG 64, V.C.R.)
UNCONSTRUCTED

10'

6' WOOD FENCE

LOT 13
WOLFF SUBDIVISION
(M.B. 25, PG. 52, V.C.R.)

WEST LINE
WOLFF SUBDIVISION

0.9'

3'

LOT 12
WOLFF SUBDIVISION
(M.B. 25, PG. 52, V.C.R.)

LOT 12
BLOCK 15
REPLAT OF UNIT NUMBER ONE HOME ACRES
(M.B. 11, PG 64, V.C.R.)

LOT 4
BLOCK 17
REPLAT OF UNIT NUMBER ONE HOME ACRES
(M.B. 11, PG 64, V.C.R.)

LOT 3
BLOCK 17
REPLAT OF UNIT NUMBER ONE HOME ACRES
(M.B. 11, PG 64, V.C.R.)

DITCH

LOT 6
BLOCK 15
REPLAT OF UNIT NUMBER ONE HOME ACRES
(M.B. 11, PG 64, V.C.R.)

PORTION OF LOT 12
BLOCK 14
REPLAT OF UNIT NUMBER ONE HOME ACRES
(M.B. 11, PG 64, V.C.R.)

LOT 11
WOLFF SUBDIVISION
(M.B. 25, PG. 52, V.C.R.)

5' U.E. (P.B. 25, PG. 52, V.C.R.)

LOT 10
WOLFF SUBDIVISION
(M.B. 25, PG. 52, V.C.R.)

8.2'

6' WOOD FENCE

22°

S24°53'53"E

LOT 9
WOLFF SUBDIVISION
(M.B. 25, PG. 52, V.C.R.)

7.8'

N25°12'39"W
161.47'(P)161.63'(M)

23.25'(C)

S64°30'56"W

SOUTH LINE
BLOCK 17
(M.B. 11, PG. 64, V.C.R.)

SOUTH LINE
BLOCK 20
(M.B. 11, PG. 64, V.C.R.)

721.36'(C)(M)

CONC HEADWALL

DIRT DRIVEWAY

CONC HEADWALL

SWALE

SWALE

20' RESERVED FOR DRAINAGE AREA
(M.B. 11, PG. 64, V.C.R.)

SWALE

DIXIE DRIVE
(50' R/W)
"CAPEWELL REPLAT"
(M.B. 26, PG. 36)
V.C.R.

LOT 1
"CAPEWELL REPLAT"
(M.B. 26, PG. 36)
V.C.R.

LOT 2
"CAPEWELL REPLAT"
(M.B. 26, PG. 36)
V.C.R.

LOT 3
"CAPEWELL REPLAT"
(M.B. 26, PG. 36)
V.C.R.

LONDON ROAD
(50' R/W)
"CAPEWELL REPLAT"
(M.B. 26, PG. 36)
V.C.R.

LOT 12
"CAPEWELL REPLAT"
(M.B. 26, PG. 36)
V.C.R.

LOT 17
BLOCK 20
MASON CARSWELL
(M.B. 12, PG. 4)
V.C.R.

CAVANAH DRIVE

LOT 18
BLOCK 20
MASON CARSWELL
(M.B. 12, PG. 4)
V.C.R.

SHEET SU-3

CERTIFIED TO:

TYPE OF SURVEY:
BOUNDARY & TREE

REVISIONS:

Field Work by: TE Date: 04/27/22 Office Work by: KB Date: 04/27/22
Field Book: 19 Page: 30 Scale: 1" = 30'

SITE ADDRESS: 649 6TH ST, HOLLY HILL, FL

PROJECT: 22-24

A1A SURVEYING, INC.
Professional Surveyor
Phone: 386.238.9231
Residential Commercial Construction
555 W Granada Blvd., Suite D7, Ormond Beach, Florida 32174 LB 8205

NOT VALID WITHOUT
SHEETS 1 THRU 3

Attachment: Boundary and Tree Survey (2022-O-3055 ; The Vineyards - Ords. 3055 and 3056 Comprehensive Plan Amendment and Rezone)

Table 1: Land Use and Zoning Table

6th Street – The Vineyards

	Existing Development	Future Land Use Designation	Zoning Classification
Site	**Vacant Land**	**Low Density Single-Family Residential**	**R-2 (Residential) and APUD**
North	**Residential Development**	**Low Density Single-Family Residential**	**R-2 (Residential)**
South	**Residential Development**	**Low Density Single-Family Residential**	**R-2 (Residential)**
East	**Residential Development**	**Low Density Single-Family Residential**	**R-2 (Residential)**
West	**Retention Pond and Parking for Commercial Development**	**Low Density Single-Family Residential**	**R-2 (Residential)**

Attachment: Zoning and Land Use Table (2022-O-3055 : The Vineyards - Ords. 3055 and 3056 Comprehensive Plan Amendment and Rezone)

R-2 Low-Medium Density Single-Family Residential District

Sec. 114-132. Permitted principal uses and structures.

Permitted principal uses and structures in the R-2 district are as follows:

(1) Single-family dwelling units.

(2) Public parks, playgrounds, playfields, recreation buildings and facilities owned and operated by federal, state, county or municipal governments.

(3) Golf courses.

(4) Approved home occupations.

(5) Essential utility uses and structures.

Sec. 114-133. Permitted accessory uses and structures.

Permitted accessory uses and structures in the R-2 district are as follows: uses customarily associated with, dependent on and incidental to the permitted principal use.

Sec. 114-134. Special exceptions.

Special exceptions in the R-2 district are as follows:

(1) Houses of worship. (Refer to section 114-666.)

(2) Public schools. (Refer to section 114-662.)

(3) Cemeteries. (Refer to section 114-664.)

(4) Adult congregate living facilities. (Refer to section 114-665.)

Description of Future Land Uses

Low density residential development - the number of dwelling units shall not exceed 6 per net acre (exclusive of streets, utility and drainage rights-of-way and other non-residential land areas).

Medium density residential development - the number of dwelling units shall be more than 6 but fewer than 20 per net acre.

Attachment: Land Use and Zoning District Descriptions (2022-O-3055 : The Vineyards - Ords. 3055 and 3056 Comprehensive Plan Amendment

HOLLY HILL
FLORIDA

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Ordinance

MEETING DATE: **September 12, 2022**
FROM: **Brian Walker**
SUBJECT: **FIRST READING - an Ordinance of the City of Holly Hill, Florida, Regulating Planned Unit Developments; Amending Chapter 114 Titled Zoning, Section 114-771 Titled Planned Unit Development Regulations, of the Land Development Regulations, to Add Definitions and Reduce the Percentage of Required Open Space; Providing for Codification; Providing for Conflicting Ordinances; Providing for Severability; and Providing an Effective Date.**
NUMBER: **2022-O-3057**
APPLICANT: **Brian Walker**
PLANNER:

INTRODUCTION

Consider adoption of an Ordinance of the City of Holly Hill, Florida, amending the land development regulations by amending Chapter 114 (Zoning), Section 114-771 (e) and (e)(1), concerning Planned Unit Developments.

BACKGROUND

The proposed ordinance amends section 114-771(e) and (e)(1) of the land development regulations which address open space requirements for residentially based planned unit developments (RPUD), and the residential portion of a mixed-use planned unit development (MPUD). The current regulations state that 60% of an RPUD and the residential portion of a MPUD shall be open space. *Open space* is defined in the land development regulations as that portion of land or water not used for buildings, street rights-of-way or off-street parking and loading areas.

The code further requires that a minimum of 35% of the open space shall be designated as common open space. *Common open space* means a commonly owned area of land reserved primarily for the leisure or recreational use of the owners of a residential development. In this respect, common open space is a subset of open space.

It is staff's opinion that the percentage of required open space for residential planned unit developments and the residential portion of an MPUD, is unnecessarily high. Based on staff's experience, such a high open space requirement is very restrictive for the types and sizes of parcels available for such developments within the City of Holly Hill. For example, the minimum parcel size required to develop an RPUD within the City is 2 acres. A 60% open space requirement for a parcel of this size means than only .8 acres can be used for any pervious

development. Staff has also reviewed the residential PUD open space requirements of several other jurisdictions in the area, and found that most are at about 35%. The proposed Ordinance reduces the amount of required open space for residentially based planned unit developments (RPUD), and the residential portion of an MPUD from 60% to 25%. It also requires that if retention ponds are to be counted toward the open space requirement, that they be amenitized. A definition of what amenitized means is also provided.

Current regulations require that 35% of the required open space be dedicated to common open space that can be used by all residents. The proposed Ordinance reduces this type of required open space to 15%, and removes it as a subset of general open space. It further adds language to specifically allow community pools, pool houses, or other recreational facilities such as a fitness center, excluding the office areas of such facilities, to be counted as common open space.

In summary, the Ordinance reduces total open space from 60% of the site, to 40% of the site; requires that retention ponds counted as open space be amenitized, and allows that 15% of that open space contain recreational structures.

BOARD OF PLANNING AND APPEALS RECOMMENDATION

At its meeting on August 22, 2022, the Board of Planning and Appeals voted unanimously to recommend approval of the Ordinance.

STAFF RECOMMENDATION

Adopt an Ordinance of the City of Holly Hill, Florida, enacting an amendment to the land development regulations by amending Chapter 114 titled Zoning, Section 114-771, titled Planned Unit Development Regulations, of the land development regulations, to add definitions and reduce the percentage of required open space; providing for codification; providing for conflicting ordinances; providing for severability; and providing an effective date.

ATTACHMENTS:

- Current Regulations (PDF)
- Proposed Regulations (PDF)

Ordinance No. 2022-3057

FIRST READING - AN ORDINANCE OF THE CITY OF HOLLY HILL, FLORIDA, REGULATING PLANNED UNIT DEVELOPMENTS; AMENDING CHAPTER 114 TITLED ZONING, SECTION 114-771 TITLED PLANNED UNIT DEVELOPMENT REGULATIONS, OF THE LAND DEVELOPMENT REGULATIONS, TO ADD DEFINITIONS AND REDUCE THE PERCENTAGE OF REQUIRED OPEN SPACE; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

AN ORDINANCE OF THE CITY OF HOLLY HILL, FLORIDA, REGULATING PLANNED UNIT DEVELOPMENTS; AMENDING CHAPTER 114 TITLED ZONING, SECTION 114-771 TITLED PLANNED UNIT DEVELOPMENT REGULATIONS OF THE LAND DEVELOPMENT REGULATIONS TO ADD DEFINITIONS AND REDUCE THE PERCENTAGE OF REQUIRED OPEN SPACE FOR AN RPUD; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Commission finds it periodically necessary to amend its Land Development Regulations in order to update regulations and procedures to implement planning goals and objectives; and

WHEREAS, the City Commission finds it necessary to update regulations concerning of the required percentage of open space for an RPUD; and

WHEREAS, the City Commission deems it to be in the best interest of the citizens and residents of Holly Hill to adopt the proposed amendment to the Land Development Regulations.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF HOLLY HILL that Section 114-771(e) and (e)(1) of Chapter 114 - Zoning, is amended as set forth in the following amendment, as shown in ~~strikethrough~~ and <u>underline</u> format.

<u>SECTION 1. AMENDMENT TO CHAPTER 14 SECTION 114-771 (e) and (e)(1)</u>

e) *Open space requirements*. ~~Sixty~~ <u>A minimum of twenty-five</u> percent <u>(25%)</u> of an RPUD project or the residential portion of a [an] MPUD containing residential uses shall be open

space. Retention ponds must be amenitized in order to count toward the open space requirement. An amenitized pond means a pond that has a fountain or is surrounded by an area such as a walking trail, accessible benches or picnic area. A minimum of ~~35~~ fifteen percent (15%) of the ~~open space~~ gross site area shall be designated as common open space which shall not be counted toward the open space requirement but is in addition to such requirement. Common open space shall meet the following standards:

(1) It shall be dedicated to and usable by all residents of the RPUD/MPUD and can include community pools, pool houses, or other recreational facilities such as fitness center, however excludes the office areas of such facilities. Its location, shape, size and character ~~shall~~ need to be illustrated on the ~~master development~~ preliminary plan.

SECTION 2. SEVERABILITY. If any section, sentence, phrase, word, or portion of this Ordinance is determined to be invalid, unlawful, or unconstitutional, said determination shall not be held to invalidate or impair the validity, force, or effect of any other section, sentence, phrase, word, or portion of this Ordinance not otherwise determined to be invalid, unlawful, or unconstitutional.

SECTION 3. CONFLICTS. All ordinances or part of ordinances in conflict with this Ordinance are hereby repealed consistent, however, with the provisions of this Ordinance relative to the transitional application of the land development regulations.

SECTION 4. EFFECTIVE DATE. That this Ordinance shall become effective immediately upon its adoption.

APPROVED AND AUTHENTICATED on the 12th day of SEPTEMBER, 2022 for first reading.

Current Regulations

Sec. 114-771. Planned unit development regulations.

(a) *Application of regulations.* The following regulations apply to all planned unit developments (PUD's) unless the specific type (i.e., APUD, RPUD, MPUD, BPUD, or IPUD) is otherwise referenced.

(b) *Unified ownership.* All land within the PUD shall be under the ownership of one person, either by deed, agreement for deed or contract for purchase. PUD applicants shall present either an opinion of title by an attorney licensed in Florida or a certification by an abstractor or a title company, authorized to do business in Florida, that, at the time of initial application, unified ownership of the entire area within the proposed PUD is in the applicant, or contract seller. Unified ownership shall thereafter be maintained until after the recording of the master development plan or final plat.

(c) *Commercial uses in an MPUD.* Commercial uses and structures shall be located and designed primarily to serve the needs of the MPUD residents. Commercial areas should normally be located in an area accessible only from streets within the MPUD. When commercial uses or structures are approved as part of a [an] MPUD, the commercial operation shall not begin until certificates of occupancy have been issued for all dwelling units in the total project, unless otherwise provided in the development agreement.

(d) *Utility distribution lines.* All utility distribution lines within the PUD shall be located underground; however, those appurtenances requiring above ground installations may be exempted by the city commission.

(e) ***Open space requirements.*** **Sixty percent of an RPUD project or the residential portion of a [an] MPUD containing residential uses shall be open space. A minimum of 35 percent of the open space shall be designated as common open space. Common open space shall meet the following standards:**

(1) It shall be dedicated to and usable by all residents of the RPUD/MPUD. Its location, shape, size and character shall be illustrated on the master development plan.

(2) Maintenance guarantees shall be approved by the city commission.

Attachment: Current Regulations (2022-O-3057 : Planned Unit Development (PUD) Open Space Reduction)

PROPOSED REGULATIONS

Sec. 114-771. Planned unit development regulations.

(a) *Application of regulations.* The following regulations apply to all planned unit developments (PUD's) unless the specific type (i.e., APUD, RPUD, MPUD, BPUD, or IPUD) is otherwise referenced.

(b) *Unified ownership.* All land within the PUD shall be under the ownership of one person, either by deed, agreement for deed or contract for purchase. PUD applicants shall present either an opinion of title by an attorney licensed in Florida or a certification by an abstractor or a title company, authorized to do business in Florida, that, at the time of initial application, unified ownership of the entire area within the proposed PUD is in the applicant, or contract seller. Unified ownership shall thereafter be maintained until after the recording of the master development plan or final plat.

(c) *Commercial uses in an MPUD.* Commercial uses and structures shall be located and designed primarily to serve the needs of the MPUD residents. Commercial areas should normally be located in an area accessible only from streets within the MPUD. When commercial uses or structures are approved as part of a [an] MPUD, the commercial operation shall not begin until certificates of occupancy have been issued for all dwelling units in the total project, unless otherwise provided in the development agreement.

(d) *Utility distribution lines.* All utility distribution lines within the PUD shall be located underground; however, those appurtenances requiring above ground installations may be exempted by the city commission.

(e) *Open space requirements.* ~~Sixty~~ A minimum of twenty-five percent (25%) of an RPUD project or the residential portion of a [an] MPUD containing residential uses shall be open space. Retention ponds must be amenitized in order to count toward the open space requirement. An amenitized pond means a pond that has a fountain or is surrounded by an area such as a walking trail, accessible benches or picnic area. A minimum of ~~35~~ fifteen percent (15%) of the ~~open space~~ gross site area shall be designated as common open space which shall not be counted toward the open space requirement but is in addition to such requirement. Common open space shall meet the following standards:

(1) It shall be dedicated to and usable by all residents of the RPUD/MPUD and can include community pools, pool houses, or other recreational facilities such as fitness center, however excludes the office areas of such facilities. Its location, shape, size and character ~~shall~~ need to be illustrated on the ~~master development~~ preliminary plan.

(2) Maintenance guarantees shall be approved by the city commission.

Attachment: Proposed Regulations (2022-O-3057 : Planned Unit Development (PUD) Open Space Reduction)

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Ordinance

MEETING DATE: **September 12, 2022**
FROM: **Brian Walker**
SUBJECT: **SECOND READING - an Ordinance of the City of Holly Hill Florida, Amending the Comprehensive Plan by Adding Text to Allow Recreational Vehicle Parks as a Permitted Use on Parcels with the Low Density Residential and the Industrial Aka Wholesale Commercial and Industrial Land Uses, and Further Restricting Recreational Vehicle Parks to Specific Parcels Identified as 4242-04-28-0171 Aka 490 Flomich Street, 4242-38-02-0080, 4242-38-02-0010 and 4242-38-01-0010 Aka 504 Flomich Street, by Virtue of a Large Scale Comprehensive Plan Text Amendment; Providing for Conflicting Ordinances; Providing for Severability; and Providing an Effective Date.**
NUMBER: **2022-O-3046**
APPLICANT: **Brian Walker**
PLANNER:

History

On January 11, 2022, the City Commission approved the request to transmit to the DEO and related reviewing agencies, a proposed large-scale comprehensive plan text amendment, to allow a recreational vehicle park to be located on certain specific parcels having the Wholesale Commercial and Industrial, and Low Density Residential future land uses. The Wholesale Commercial and Industrial, and Low Density Residential future land uses, do not specifically allow the use of an RV park, so it was proposed to allow such a use by creating a policy under the Economic Development section of the Future Land Use Element, that would restrict an RV park to four specific parcels having the stated future land use designations. This was proposed in order to promote the development of an RV park without creating an entirely new future land use designation, or modifying existing land uses.

In response to the proposed amendment, the DEO sent a letter dated February 18, 2022, stating that while they did not identify any adverse impacts created by the proposed amendment, it would be more consistent with the Community Planning Act in Chapter 163, Part II, FS, to amend the underlying future land use categories to allow an RV park, and then limit the use to a specific location. Staff has spoken with an analysist from the DEO and agrees that the suggested approach would be more appropriate.

Therefore, the proposed amendment has been modified, and the staff report and ordinance updated, to reflect the change. The amendment modifies the Low Density Residential, and Wholesale and Industrial future land use categories to permit an RV park, however, the amendment also restricts such use to four specific parcels, and nowhere else.

Introduction

Comprehensive Plan Major Amendment (Text Amendment) - Consider a text amendment to the City's comprehensive plan to allow recreational vehicle park (RV Park) to be a permitted use on land with Low Density Residential future land use and Industrial (aka Wholesale Commercial and Industrial) future land use, except that such use shall only be permitted on certain specific parcels having the Low Density Residential and Wholesale Commercial and Industrial future land uses. The specific parcels to be allowed such use are generally located on the north side of Flomich Street, immediately west of the FEC Railroad and east of Tuscaloosa Avenue and are specifically identified by the Property Appraiser's Office as parcels 4242-04-28-0171 aka 490 Flomich Street, 4242-38-02-0080, 4242-38-02-0010 and 4242-38-01-0010 aka 504 Flomich. (Mark Karet of Zev Cohen & Associates, Inc. - Applicant)

Background

The City has been experiencing positive growth in the field of recreational facilities and special events. Pictona is an example of a large recreational facility recently completed in the City. It is one of the largest dedicated Pickleball facilities in the State. With a second phase to the facility in process, there will be increased activity in the way of monthly and overnight tournaments. The facility already hosts tournaments that cover several days involving hundreds of participants, and that bring people from outside of the area - many of whom arrive in recreational vehicles.

The City also hosts special events such as an annual overnight art show that brings artist from outside of the area, and who travel in recreational vehicles that accommodate their artwork and equipment.

The overnight stays that occur because of increased recreational tournament activity and special events, have generated the need for a local venue that can accommodate recreational vehicles for several days. The City does not have such a venue and many attendees to events spanning several days find accommodations in nearby cities, instead of the City of Holly Hill.

While the City desires to have such a venue, it does not currently have a land use that allows recreational vehicle parks. Therefore, the purpose of the proposed text amendment is to allow RV parks on land with Low Density Residential future land use and Wholesale Commercial and Industrial future land use. However, the RV park use, would be only permitted on certain specific parcels and not on all parcels having the Low Density Residential and/or Wholesale Commercial and Industrial future land use.

In order to address the need for a location that could serve as a recreational vehicle park, the City has encouraged the efforts of an applicant who has sought to identify a specific area and specific parcels that could be used for such a purpose. Working with the engineering firm Zev Cohen and Associates, Inc., the applicant has concluded that the parcels outlined in **Exhibit A**, have the required future land use designations are well suited for such a park. The site has been analyzed in terms of facility impacts, impacts to the adjacent neighborhood, its ability to further the goals of the comprehensive plan, and its ability to meet all requirements of the Volusia County Health Department.

The entire site consists of 4 parcels. According to the Property Appraiser's Office, the acreages are as follows: 19.23, 1.38, .92 and 2.07 for a total of 23.6 acres. The largest parcel containing

19.23 acres has a future land use of wholesale commercial and industrial. The remaining 4.37 acres have a future land use of low density residential.

The underlying future land uses are not being changed. The City is seeking a specific text amendment to the comprehensive plan that will accomplish two items:

1. Allow Recreational Vehicle Parks to be a permitted use under the Low Density Residential and Wholesale Commercial and Industrial future land use designations;
2. Restrict the use of a recreational vehicle park as defined in Chapter 513 Florida Statutes (**see sheet labeled Definitions**) to only the specific four parcels identified and nowhere else in the City. Further, if an applicant seeks to develop the four parcels listed as a recreational vehicle park, the site will be required to be rezoned via the planned development process in order to guarantee that specific performance measures such as adequate buffering from the adjacent neighborhood and railroad are carried out.

Proposed Text to be Added Under Policy 1.1.2
Underlined text is new text to be added.

Low density residential development - the number of dwelling units shall not exceed 6 per net acre (exclusive of streets, utility and drainage rights-of-way and other non-residential land areas), except that recreational vehicle parks may be located on such lands at 6 units per gross acre, and be clustered so as to preserve open space, such that overall density is not increased. Recreational vehicle parks shall be permitted only on the following parcels having the low density residential future land use: 4242-38-02-0080 and 4242-38-02-0010 and 4242-38-01-0010, except that the development must also incorporate in its entirety, parcel number 4242-04-28-0171 having the Industrial future land use. The development of a recreational vehicle park shall be reviewed and approved only though the Planned Development rezone process.

Industrial development - the ratio of building floor area to total site area shall not exceed 1.95, except that recreational vehicle parks may be located on such lands at a total floor area ratio not exceed .35 (point thirty-five.). Recreational vehicle parks shall be permitted only on the following parcel having the Industrial future land use: 4242-04-28-0171. The development of a recreational vehicle park shall be reviewed and approved only though the Planned Development rezone process.

Information Regarding the Parcels Permitted for RV Development (Project Area)

Size of Property: The property is made up of 4 parcels with a total area of about 24 acres.

General Location: The parcels are generally located on the north side of Flomich Street, immediately west of the FEC Railroad and east of Tuscaloosa Avenue (Exhibit A)

Boundary Survey and Legal Description: (Exhibit B)

Parcel Identification Numbers: 4242-04-28-0171 aka 490 Flomich Street, 4242-38-02-0080, 4242-38-02-0010 & 4242-38-01-0010 aka 504 Flomich. (Exhibit C)

Frontage: The property has approximately 1170 feet of frontage along Flomich Street.

Access: Vehicular access will be provided via Flomich Street.

Aerial Photography: (Exhibit D)

Existing Development: The property known as 4242-04-28-0171 (490 Flomich Street) currently contains a warehouse type structure that is approximately 1280 square feet in size.

Future Land Use Designation: The current FLU designation of the property known as 4242-04-28-0171 (490 Flomich Street) is Wholesale Commercial and Industrial. The FLU designation of 4242-38-02-0080, 4242-38-02-0010 & 4242-38-01-0010 aka 504 Flomich is Low Density Residential. (Exhibit E)

Zoning: The current zonings on the property known as 4242-04-28-0171 (490 Flomich Street) are B-5, R-2, I-2 and CC-1. The zoning on parcels 4242-38-02-0080, 4242-38-02-0010 & 4242-38-01-0010 aka 504 Flomich, is R-2. (Exhibit F)

Floodplain Impacts: Based on the 2017 FIRM Panel 12127C0218K with an effective date of 9/29/2017, there are floodplains on the subject property. (Exhibit G)

Wetland Impacts: Based on wetland map analysis provided by the applicant, there are wetlands on the subject property as well as a canal. (Exhibit H)

Buffers: Landscaped buffers along property lines will be required upon development.

Environmental: Prior to development the applicant will be required identify known plants and animals which inhabit the site that are listed as federal and state endangered species, threatened species, or species of special concern such as Gopher Tortoise.

Site Analysis

The proposed amendment has been analyzed in terms of the infrastructure impacts under the current land use and those impacts that would occur if the properties were developed as a recreational vehicle park. The development of the subject properties as a RV Park will result in a reduction in facility demands vs. the existing entitlements as shown in the attached analysis labeled **Exhibit I.**

Consistency with Urban Sprawl Rule

Section 163.3177(6)(a)(9)(b), Florida Statutes, provides that plan amendments shall be determined to discourage the proliferation of urban sprawl. In general terms and as directed by Florida Statutes and rules of the Florida Administrative Code, key urban sprawl indicators are leapfrog development, premature development, and development that does not make efficient use of urban services. Local governments are responsible for ensuring that their actions do not further urban sprawl.

This amendment generally promotes efficiency in the use of urban services.

Consistency with the Comprehensive Plan

A review of the goals, objectives and policies of the comprehensive plan was conducted to determine if the proposed text amendment is consistent with the overall comprehensive plan. The proposed request is consistent with the comprehensive plan with particular note of the following:

Chapter 1 - Future Land Use Element

- Policy 1.1.5 requires development to be consistent with all aspects of the comprehensive plan.

  Any development, including the proposed recreational vehicle park will be required to be consistent with the comprehensive plan and demonstrate that there will be no decline to any established levels of service.

- Policy 1.9.1 - The City shall promote and encourage infill development on previously bypassed, vacant properties and redevelopment of underutilized properties.

  This amendment promotes infill development for this location.

- Policy 5.1.2. - The City shall continually work to expand the Holly Hill non-residential tax base and other revenue sources.

  The proposed amendment which would allow a recreational vehicle park is consistent with this policy.

- Policy 5.3.3 - The City shall regularly evaluate the demand for land designated for economic activity, and the availability and location of land suited for economic development activities, and opportunities for revitalization and reuse.

  There is currently a demand for a recreational vehicle park that would directly support the economic activity associated with our growing recreational activities and special events.

Staff finds that the proposed text amendment is consistent with the City's Comprehensive Plan.

Staff Recommendation

Staff recommends adoption the proposed Ordinance enacting an amendment to the Low Density Residential, and Industrial (aka Wholesale Commercial and Industrial) land use designations, to allow recreational vehicle parks, and further allowing such use on only certain specific parcels identified by the Property Appraiser's Office as parcels 4242-04-28-0171 aka 490 Flomich Street, 4242-38-02-0080, 4242-38-02-0010 & 4242-38-01-0010 aka 504 Flomich Street, having the Wholesale Commercial and Industrial and Low Density Residential future land uses.

ATTACHMENTS:

- 00 21205 CPA Application (PDF)
- 03 1532_Bndry Svy (10-20-21)_S&S (PDF)
- Exhibit A - Location Map & Legal Desc (PDF)
- Exhibit B - Boundary & Legal Description (PDF)
- Exhibit C - Property Appraiser's Info Sheets (PDF)
- Exhibit D - Aerial Map (PDF)
- Exhibit E - Future Land Use Map (PDF)

- Exhibit F - Zoning Map (PDF)
- Exhibit G - Flood Map (PDF)
- Exhibit H - Wetlands and Surface Waters Map (PDF)
- EXHIBIT I - Facility Demand Analysis (PDF)
- Definitions (PDF)

HISTORY:

01/11/22 City Commission APPROVED AT 1ST READING
Next: 09/12/22

Mayor Via opened public participation.

The following individuals came forward to speak to the Mayor and City Commissioners:

Phil Larrimore, Holly Hill and Mr. Kelly Williamson, owns and operates an RV Park outside of Gatlinburg, Tennessee.

Mayor Via closed public participation.

Ordinance No. 2022-3046

SECOND READING - AN ORDINANCE OF THE CITY OF HOLLY HILL FLORIDA, AMENDING THE COMPREHENSIVE PLAN BY ADDING TEXT TO ALLOW RECREATIONAL VEHICLE PARKS AS A PERMITTED USE ON PARCELS WITH THE LOW DENSITY RESIDENTIAL AND THE INDUSTRIAL AKA WHOLESALE COMMERCIAL AND INDUSTRIAL LAND USES, AND FURTHER RESTRICTING RECREATIONAL VEHICLE PARKS TO SPECIFIC PARCELS IDENTIFIED AS 4242-04-28-0171 AKA 490 FLOMICH STREET, 4242-38-02-0080, 4242-38-02-0010 AND 4242-38-01-0010 AKA 504 FLOMICH STREET, BY VIRTUE OF A LARGE SCALE COMPREHENSIVE PLAN TEXT AMENDMENT; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

AN ORDINANCE OF THE CITY OF HOLLY HILL FLORIDA, AMENDING THE COMPREHENSIVE PLAN BY ADDING TEXT TO ALLOW RECREATIONAL VEHICLE PARKS AS A PERMITTED USE ON PARCELS WITH THE LOW DENSITY RESIDENTIAL AND THE INDUSTRIAL AKA WHOLESALE COMMERCIAL AND INDUSTRIAL LAND USES, AND FURTHER RESTRICTING RECREATIONAL VEHICLE PARKS TO SPECIFIC PARCELS IDENTIFIED AS 4242-04-28-0171 AKA 490 FLOMICH STREET, 4242-38-02-0080, 4242-38-02-0010 AND 4242-38-01-0010 AKA 504 FLOMICH STREET, BY VIRTUE OF A LARGE SCALE COMPREHENSIVE PLAN TEXT AMENDMENT; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 163.3167, Florida Statutes, requires the City of Holly Hill to maintain a comprehensive plan to guide its future development and growth; and

WHEREAS, the City Commission of the City of Holly Hill, Volusia County, Florida, has adopted a comprehensive plan pursuant to, and in compliance with 163.3161 et. Seq., Florida Statutes; and

WHEREAS, the City Commission has reviewed the plan and determined that it is

necessary to amend said plan by adopting text to allow recreational vehicle parks as a permitted use on parcels with the Low Density Residential and the Industrial aka Wholesale Commercial and Industrial land uses, and further restricting recreational vehicle parks to specific parcels identified in Exhibit A, in order to more effectively implement its adopted comprehensive plan.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA:

SECTION 1. The City's Comprehensive Plan is hereby amended by adding text to policy 1.1.2, to read as follows (underline indicates added text):

Low density residential development - the number of dwelling units shall not exceed 6 per net acre (exclusive of streets, utility and drainage rights-of-way and other non-residential land areas), except that recreational vehicle parks may be located on such lands at 6 units per gross acre, and be clustered so as to preserve open space, such that overall density is not increased. Recreational vehicle parks shall be permitted only on the following parcels having the low density residential future land use and identified by the Volusia County Property Appraiser as of the date of the adoption of this ordinance, as parcel identification numbers: 4242-38-02-0080 and 4242-38-02-0010 and 4242-38-01-0010, except that the development shall also incorporate in its entirety, parcel number 4242-04-28-0171 having the Industrial future land use. The development of a recreational vehicle park shall be reviewed and approved only though the Planned Development rezone process.

Industrial development - the ratio of building floor area to total site area shall not exceed 1.95, except that recreational vehicle parks may be located on such lands at a total floor area ratio not to exceed .35 (point thirty-five.). Recreational vehicle parks shall be permitted only on the following parcel having the Industrial future land use and identified by the Volusia County Property Appraiser as of the date of the adoption of this ordinance as parcel identification number: 4242-04-28-017. The development of a recreational vehicle park shall be reviewed and approved only though the Planned Development rezone process.

SECTION 2. It is hereby found that the proposed amendments meet the requirements of Ch. 163, Florida Statutes.

SECTION 3. Within 10 working days after the adoption of this ordinance, the City Manager shall submit a transmittal letter to the Department of Economic Opportunity and any other agency that provided timely comments, with information and attachments, in accordance with §163.3184(3)(c)2, Florida Statutes.

SECTION 4. The effective date of this plan amendment shall be in accordance with §163.3184(3) (c) 4, Florida Statutes, and Volusia Growth Management Commission's issuance of a Certificate of Consistency.

SECTION 5. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 6. The effective date of this plan amendment, if the amendment is not timely challenged, shall be 31 days after the state land planning agency notifies the local government that the plan amendment package is complete. If the amendment is timely challenged, this amendment shall become effective on the date the state land planning agency or the Administration Commission enters a final order determining this adopted amendment to comply. No development orders, development permits, or development dependent on this amendment may be issued or commence before it has become effective.

APPROVED AND AUTHENTICATED on this 12th day of SEPTEMBER, 2022 for second and final reading.

EXHIBIT A

LEGAL DESCRIPTION:

(PER OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY COMMITMENT NO. 1049061, DATED MARCH 29,2021)

PARCEL 1:

LOTS 1 THROUGH 7, BLOCK B, BUSINESS SECTION HOLLY HILL HEIGHTS, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 10, PAGE 180, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA. TOGETHER WITH THE 20 FOOT ALLEY ADJOINING LOTS 1 TO 6, BLOCK AND TOGETHER WITH THE EASTERLY 1/2 OF VACATED MOBILE STREET, SAID EASTERLY 1/2 OF MOBILE STREET CONTAINED WITHIN THE WESTERLY EXTENSION OF THE NORTHERLY AND SOUTHERLY LINE OF AFORESAID PARCEL.

PARCEL 2:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 5, BLOCK A, BUSINESS SECTION, HOLLY HILL HEIGHTS, ACCORDING TO MAP THEREOF ON RECORD IN THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, IN PLAT BOOK 10, PAGE

180; THENCE EASTERLY ALONG THE NORTHERLY SIDE OF FLOMICH AVENUE (A 60 FOOT STREET), 150 FEET, SAME BEING THE CENTER OF FORMER MOBILE STREET HERETOFORE VACATED; THENCE NORTHERLY ALONG THE CENTER OF SAID MOBILE STREET A DISTANCE OF 600 FEET TO A POINT, WHICH POINT IS 150 FEET EASTERLY FROM THE NORTHWEST CORNER OF LOT 21, BLOCK A, AFORESAID; THENCE WESTERLY ALONG THE NORTHERLY LINE OF LOT 21, BLOCK A, AS EXTENDED AFORESAID, 150 FEET TO SAID NORTHWEST CORNER OF SAID LOT 21, BLOCK A, AFORESAID; THENCE SOUTHERLY A DISTANCE OF 600 FEET TO THE POINT OF BEGINNING.

PARCEL 3:

LOTS 8 THROUGH 15, INCLUSIVE, BLOCK B, HOLLY HILL HEIGHTS, BUSINESS SECTION, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 10, PAGE 180, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, AND THE EAST 1/2 OF VACATED MOBILE STREET APPURTENANT THERETO.

PARCEL 4:

A PORTION OF LOTS 16, 17, 18, 26, 27, 28 & 29 LYING WESTERLY OF THE CENTERLINE OF A DRAINAGE CANAL, ALL BEING IN BLOCK 28, MARY C. FLEMMING SUBDIVISION, OF THE THOMAS FITCH GRANT AS PER MAP RECORDED IN PLAT BOOK 1, PAGE 1 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT THE INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY LINE OF FLOMICH AVENUE, A 50 FOOT RIGHT-OF-WAY AS SHOWN ON PLAT BOOK 1, PAGE 1 OF THE MARY C. FLEMMING SUBDIVISION, OF THE THOMAS FITCH GRANT AND THE WESTERLY RIGHT-OF-WAY OF THE FLORIDA EAST COAST RAILROAD, A 100 FOOT RIGHT-OF-WAY AS LAID OUT AND USED; THENCE SOUTH 65 DEGREES 00 MINUTES 26 SECONDS WEST ALONG SAID NORTHERLY RIGHT-OF-WAY OF FLOMICH AVENUE, A DISTANCE OF 928.63 FEET TO AN INTERSECTION OF SAID NORTHERLY RIGHT-OF-WAY AND EASTERLY EXTENSION OF THE EASTERLY LINE OF BLOCK B, BUSINESS SECTION HOLLY HILL HEIGHTS, AS SHOWN IN PLAT BOOK 10, PAGE 180 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE ALONG SAID EASTERLY LINE OF BLOCK B NORTH 25 DEGREES 04 MINUTES 04 SECONDS WEST, A DISTANCE OF 633.88 FEET TO THE NORTHERLY LINE OF SAID LOT 26 AND THE CENTERLINE OF KANSAS AVENUE, A 60 FOOT RIGHT-OF-WAY AS SHOWN ON SAID MAP OF BUSINESS SECTION HOLLY HILL HEIGHTS; THENCE ALONG SAID NORTHERLY LINE OF LOTS 26 AND 27 AND ALONG THE SAID CENTERLINE OF KANSAS AVENUE, AS ALSO SHOWN ON PLAT BOOK 26, PAGE 79, GOLF CLUB ESTATES, A RESUBDIVISION OF BLOCKS 1, 2, 3 AND 4, HOLLY HILL HEIGHTS, NORTH 64 DEGREES 59 MINUTES 17 SECONDS EAST, A DISTANCE OF 284.71 FEET; THENCE DEPARTING SAID NORTHERLY LINE NORTH 00 DEGREES 38 MINUTES 33 SECONDS EAST, A DISTANCE OF 704.14 FEET, TO THE SOUTHERLY RIGHT-OF-WAY

OF ALABAMA AVENUE, A 50 FOOT RIGHT-OF-WAY AS SHOWN ON SAID PLAT BOOK 1, PAGE 1, MARY C. FLEMMING SUBDIVISION; THENCE NORTH 64 DEGREES 59 MINUTES 17 SECONDS EAST, ALONG SAID SOUTHERLY RIGHT-OF-WAY, A DISTANCE OF 340.18 FEET, TO THE AFORESAID WESTERLY RIGHT-OF-WAY OF THE FLORIDA EAST COAST RAILROAD, THENCE SOUTH 24 DEGREES 59 MINUTES 24 SECONDS EAST, ALONG SAID WESTERLY RIGHT-OF-WAY, A DISTANCE OF 1268.92 FEET TO THE PONT OF BEGINNING.

HOLLY HILL
FLORIDA
1065 Ridgewood Avenue, Holly Hill, FL 32117
Phone: (386) 248-9442 Fax: (386) 248-9498 Permitdesk@hollyhillfl.org

REZONE/ FUTURE LAND USE AMENDMENT

Date Received:_____ Application ID:_____ Submitted By:_____

PROJECT INFORMATION:

PROJECT NAME: Holly Hill RV Park
PARCEL ID #(S): 424238010010, 424238020010, 424238020080, 424204280171
LOCATION: North side of Flomich between Mobile Ave and Railroad Tracks
EXISTING USE(S): Vacant/No Active Use
PROPOSED USE(S): Recreations Vehicle Park
TOTAL ACREAGE: 25 Acres
WATER PROVIDER: Holly Hill SEWER PROVIDER: Holly Hill
PRIVATE WELL N/A PRIVATE SEPTIC _____
CURRENT ZONING: I-1, CC-1, B-5, and R-2 PROPOSED ZONING: PUD
CURRENT FUTURE LAND USE: WC & I, Low Density SFR PROPOSED FUTURE LAND USE: _____

APPLICANT INFORMATION:

Name: Mark Karet E-Mail: mkaret@zevcohen.com
Address: 300 Interchange Blvd., Ormond Beach FL 32174 Phone: 386-677-2482
Company: Zev Cohen & Associates, Inc. Fax: _____

☐ Owner ☒ Agent for Owner ☐ Attorney for Owner

OWNER INFORMATION:

Name: Kay Shepard ET AL E-Mail: _____
Address: 1111 Limerick Drive, Watkinsville, GA 30677 Phone: _____
Fax: _____

CONSULTANT INFORMATION:

Name: Mark Karet E-Mail: mkaret@zevcohen.com
Address: 300 Interchange Blvd., Ormond Beach FL 32174 Phone: 386-677-2482
Company: Zev Cohen & Associates, Inc. Fax: _____

Attachment: 00 21205 CPA Application (2022-O-3046 : Major Comprehensive Plan Text Amendment - Holly Hill RV Park)

HOLLY HILL
FLORIDA
1065 Ridgewood Avenue, Holly Hill, FL 32117
Phone: (386) 248-9442 Fax: (386) 248-9498 Permitdesk@hollyhillfl.org

WHO SHOULD ALL COMMUNICATION BE DIRECTED TO?

___X.___ APPLICANT _____ OWNER _____ CONSULTANT

APPLICATION TYPE(S)/FEE(S)*

LAND USE AMENDMENT

☒ LARGE SCALE FUTURE LAND USE AMENDMENT (>10 ACRES) $3,000.00
☐ SMALL SCALE FUTURE LAND USE AMENDMENT (≤10 ACRES) $2,000.00

REZONE (NON-PD)

☐ STRAIGHT REZONE / LDR TEXT AMENDMENT $1,200

REZONE (PD)

☐ PD REZONE $2,000
☐ PD AMENDMENT $1,250 (This does not mean changes in items such as uses or density but means minor changes in items such as layout and landscaping.)

***THERE MAY BE ADDITIONAL PASS-THROUGH FEES FOR REVIEWS DONE BY REVIEWERS OUTSIDE OF THIS AGENCY. ALL FEES ARE DUE AT THE TIME OF APPLICATION SUBMITTAL.**

ATTACHMENT CHECKLIST

REQUIRED SUBMITTALS

☐ COPY OF PRE-APPLICATION COMMENTS. IF YOU HAVE NOT HAD A PRE-APPLICATION MEETING TO DISCUSS THIS PROJECT PLEASE CONTACT THE CITY PLANNER TO ARRANGE AN APPOINTMENT AT 386-248-9492.
☒ ELECTRONIC COPY OF ALL ITEMS SUBMITTED
☒ APPLICATION AND FEE
☐ PROOF THAT TAXES ARE CURRENT
☒ PROPERTY APPRAISER'S PROPERTY INFORMATION PRINTOUT
☒ OWNERSHIP DISCLOSURE FORM (ADD'L DOCUMENTATION MAY REQUIRED IF OWNER IS A TRUST OR CORPORATION)
☒ OWNER'S AUTHORIZATION FORM, IF APPLICABLE (ADD'L DOCUMENTATION REQUIRED IF OWNER IS A TRUST OR CORPORATION)
☒ 2 CURRENT SIGNED AND SEALED BOUNDARY SURVEYS
☐ LEGAL DESCRIPTION IN MS WORD FORMAT (EMAIL THIS TO THE CITY PLANNER)

Attachment: 00 21205 CPA Application (2022-O-3046 : Major Comprehensive Plan Text Amendment - Holly Hill RV Park)

HOLLY HILL
FLORIDA
1065 Ridgewood Avenue, Holly Hill, FL 32117
Phone: (386) 248-9442 Fax: (386) 248-9498 Permitdesk@hollyhillfl.org

- ☐ SCHOOL CAPACITY REVIEW – *IF PROPOSING OVER 10 RESIDENTIAL UNITS (CONTACT SCHOOL BOARD PLANNING & BUSINESS SERVICES AT 386-734-7190 FOR APPLICATION)*
- ☐ TRAFFIC IMPACT ANALYSIS FOR PROJECTS GENERATING OVER 1000 TRIPS PER DAY ACCORDING TO RATES PUBLISHED BY THE INSTITUTE OF TRANSPORTATION ENGINEERS "TRIP GENERATION MANUAL" (LATEST EDITION)
- ☐ DRAFT DEVELOPMENT ORDER IN MS WORD FORMAT (*PD REZONE ONLY – CONTACT THE CITY PLANNER)*
- ☐ PRELIMINARY DEVELOPMENT PLAN (*PD REZONE ONLY - SEE CODE SEC. 114-771*)
- ☐ **REZONES ONLY**: ANSWER THE 8 QUESTIONS ATTACHED ON THE REZONING REQUIREMENTS SHEET
- ☒ **COMPREHENSIVE PLAN AMENDMENTS ONLY:** Provide a **Facility Demand Comparison**. For example, for the existing Future Land Use designation, show the demands on the city's infrastructure at the highest intensity, and for the proposed Future Land Use, show what the demands would be at the highest intensity. Show this information for the following facilities:
  - Potable Water
  - Sanitary Sewer
  - Stormwater
  - Transportation (Use current year ITE Trip Generation Rates)
  - Solid Waste Collection
  - School (Residential Only)

  Also show the net increases.
- ☒ **COMPREHENSIVE PLAN AMENDMENTS ONLY:** Provide a **Demonstration of Capacity**: Show that there is capacity and ability to meet increased demands on facilities. The city's public works department can assist in providing information regarding potable water, sanitary sewer and solid waste.

Applicant's Signature: _____ 11/6/21
(Signature) *(Date)*

Mark P. Ard
(Print)

Applications must be complete to initiate the preview process. For questions please contact the City Planner at (386) 248-9424, fax (386) 248-9498 or email at bwalker@hollyhillfl.org

Attachment: 00 21205 CPA Application (2022-O-3046 : Major Comprehensive Plan Text Amendment - Holly Hill RV Park)

POINT OF BEGINNING (PARCEL 2)
SW CORNER LOT 5

FLOMICH AVENUE (60' R/W PER PLAT)

S64°20'39"W 298.49'

FD. 1/4" IR (NO ID)

FD. 1/2" IR (NO ID)

FD. 1" IP (NO ID)

FD. 5/8" IR (LB 6566)

N25°42'44"W 3.14'

N25°30'19"W 600.35'(M)

600.00'(D&P)

FENCE END 1.4'S & 1.8'W

FD. 5/8" IR (LB 6566)

KANSAS AVENUE (60' R/W PER PLAT)

N64°18'07"E 293.15'

MOBILE STREET (50' R/W PER PLAT – VACATED PER O.R.B. 1899, PG. 380)

GATE W/1" DIAMETER POST

PARCEL 1

PARCEL 2

PARCEL 3

BLOCK A

BLOCK B

BUSINESS SECTION HOLLY HILLS HEIGHTS M.B. 10, PG. 180

FLOOD ZONE X

FLOOD ZONE AE (SHADED)

APPROXIMATE FLOOD ZONE LINE (TYP)

FLOOD ZONE AE (BASE FLOOD EL.=5')

N25°42'44"W 633.71'(M) N25°04'04"W 633.88'(D)

FD. 5/8" IR (NO ID–BENT)

N25°42'46"W 30.00'

CONCRETE HEADWALL 24" CPP

FD. 3/4" IP (RLS 2048)

N64°18'07"E 284.71'(M)

WEST LINE OF THE EAST 215.00' OF LOT 26, PER PLAT OF BUSINESS SECTION HOLLY HILL HEIGHTS, M.B. 10 PG. 180 AND AS MONUMENTED

NORTH LINE LOT 26 & CENTERLINE OF KANSAS AVENUE

LOT 26

CANAL STREET (50' R/W PER PLAT)

PEACOCK ROAD (60' R/W PER PLAT)

EAGLE DRIVE (60' R/W PER PLAT)

GOLF CLUB ESTATES M.B. 26, PG. 79

ALABAMA AVENUE (55' R/W PER M.B. 26, PG. 79)

CALLE ANGRA (PER M.B. 10, PGS. 207 & 208)

ALABAMA AVENUE (50' R/W PER PLATS – NOT OPEN OR IMPROVED)

EAST LINE LOT 26 AS PER PLAT OF BUSINESS SECTION HOLLY HILLS HEIGHTS, M.B. 10 PG. 180
N25°42'46"W 633.62'

80' CANAL RIGHT OF WAY PER PLAT OF BUSINESS SECTION HOLLY HILLS HEIGHTS, M.B. 10 PG. 180 (NO RECORDED INFORMATION FOR R/W FOUND OR PROVIDED)

EAST LINE LOT 19 PER GOLF CLUB ESTATES AND AS OCCUPIED

EAST LINE LOT 19 AS CALCULATED AND MONUMENTED

FD. 3/4" IP (RLS 2048)

FD. 1/2" IP (NO ID)

FD. 5/8" IR (NO ID)

FD. 1" IP (NO ID)

FD. 3/4" IP (NO ID)

FD. 1/2" IP (LB 2253)

FD. 4"x4" CM (2048)

FD. 4"x4" CM (NO ID)

FD. 3/4" IP (LB 2253)

N0°02'15"W 704.05'(M) N00°39'33"E 704.14'(D)

S25°39'08"E 1268.80'(M)
S24°59'24"E 1268.92'(D)

N64°59'37"E 340.18'(M)

POINT OF BEGINNING (PARCEL 4)
NORTHERLY R/W LINE OF FLOMICH AVENUE AND THE WESTERLY R/W OF F.E.C. RAILROAD

4" WOOD POST MARKED " BURIED CABLE MARKER 759"

FD. 1" IP (RLS 4012)

FD. 3/4" IP (NO ID)

24.75 ACRES± (MOSTLY VACANT AND WOODED)

PARCEL 4

LOT 17 0.78 ACRES±

WETLAND 0.10 ACRES±

SURFACE WATER TO TOP OF BANK

DRAINAGE SWALE

DRAINAGE DITCH

DRAINAGE CANAL

MARY S. FLEMMING IN THE THOMAS FITCH GRANT M.B. 1, PG. 1

NORTH LINE LOT 27

26' FPL R/W EASEMENT PER O.R.B. 1286, PG. 655

5' FPL R/W EASEMENT PER O.R.B. 1286, PG. 655

26' FPL R/W EASEMENT PER O.R.B. 1286, PG. 655

ANCHOR EASEMENT PER O.R.B. 1251, PG. 306

DIRT ROAD

CONCRETE BLOCK RETAINING WALL

MASONRY & FRAME GARAGE

GRAVEL PARKING

CONCRETE

2' CONC. CURB

FENCE END 2.4'W

FENCE CORNER 3.7'W

FENCE CORNER 1.0'N & 1.9'W

FENCE CORNER 6.8'W

FENCE CORNER 4.0'N

FENCE CORNER 2.9'S

FENCE CORNER 2.8'N

FENCE CORNER 1.8'S

FENCE CORNER 1.1'S

6' CLF/4' HWF FENCE CORNER 6.9'N

SHWL #4 EL.=2.59

SHWL #4 EL.=2.41

SHWL #4 EL.=2.47

SHWL #4 EL.=2.55

SHWL #4 EL.=1.82

SHWL #4 EL.=2.54

CONCRETE HEADWALL 8'x4' BOX CULVERT

CONCRETE HEADWALL 8'x4' BOX CULVERT W/A=0.65

UNABLE TO LOCATE END OF 12" CMP

RAILROAD TRACKS (TYP)

FLORIDA EAST COAST RAILROAD (100' R/W)

PINE CLUSTER M.B. 7, PG. 92 M.B. 21, PG. 94

RIO VISTA ON THE HALIFAX COUNTRY CLUB SECTION UNIT NO. 1 M.B. 10, PGS. 207 & 208

AVENIDA SAN FERNANDO (50' R/W PER PLAT)

PARK

0 30 60 120
1 INCH = 60 FEET

NOT TO SCALE

VICINITY MAP

CALLE GRANDE ST · ARRAGON · RIDGEWOOD AV · GRANADA ST · RIDGE AV · ESPANOLA AV · EAGLE DR · PEACOCK RD · FEC RR · STATE AV · FLOMICH ST · SITE · TUSCALOOSA AV · DECATUR AV · MOBILE AV · GARDEN AV · PINE AV · ELEANOR ST

SURVEY NOTES:

1. BEARINGS SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE GRID COORDINATE SYSTEM, EAST ZONE, NORTH AMERICAN DATUM OF 1983 (NAD 83), WITH A BEARING OF S64°20'39"W ALONG THE NORTHERLY RIGHT–OF–WAY LINE OF FLOMICH AVENUE.
2. DISTANCES SHOWN HEREON ARE IN FEET AND DECIMALS THEREOF.
3. THE PROPERTY DESCRIBED HEREON LIES WITHIN ZONE(S) "X" (AREAS OF MINIMAL; FLOOD HAZARD), ZONE "X" SHADED (0.2% ANNUAL CHANCE FLOOD HAZARD, AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTHS LESS THAN ONE FOOT OR WITH DRAINAGE AREAS OF LESS THAN ONE SQUARE MILE) AND "AE" (AREAS WITH BASE FLOOD ELEVATION) AS SCALED FROM FEDERAL EMERGENCY MANAGEMENT AGENCY'S FLOOD INSURANCE RATE MAP (FIRM) NO. 12127C0218K, VOLUSIA COUNTY, FLORIDA, EFFECTIVE DATE OF 09/29/2017.
4. UNDERGROUND FOUNDATIONS AND UTILITIES WERE NOT LOCATED AS PART OF THIS SURVEY.
5. THIS SURVEY WAS PREPARED WITH THE BENEFIT OF A TITLE REPORT PREPARED BY OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, COMMITMENT NO. 1049061, DATED MARCH 29, 2021.
6. THERE MAY BE ADDITIONAL MATTERS AFFECTING THIS PROPERTY THAT EXIST IN THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
7. NORTH–SOUTH AND EAST–WEST TIES TO FOUND MONUMENTATION AND IMPROVEMENTS ARE BASED ON CARDINAL DIRECTION.
8. WETLAND AND SEASONAL HIGH WATER LINE POINTS SHOWN HEREON WERE FLAGGED AND PROVIDED BY BY ZEV COHEN & ASSOCIATES, INC. ON 10/12/21 AND FIELD LOCATED ON 10/20/21.
9. THE ACCURACY OF THE SURVEY MEASUREMENTS USED FOR THIS SURVEY MEETS OR EXCEEDS THE EXPECTED USE OF THE PROPERTY DESCRIBED HEREON. (COMMERCIAL/HIGH RISK) 1 FOOT IN 10,000 FEET.

LEGEND AND ABBREVIATIONS:

( )	PLAT/DEED	⊗	CLEAN OUT
±	MORE OR LESS	⊗	GAS VALVE
AC	ACRES	⊗	BACK FLOW PREVENTOR
C&G	CURB & GUTTER	◇	FIRE HYDRANT
℄	CENTER LINE	⊢	SINGLE POLE SIGN
CLF	CHAIN–LINK FENCE	●	BOLLARD
CM	CONCRETE MONUMENT	⊢	BREAK LINE
CMP	CORRUGATED METAL PIPE	■	FOUND 4"x4" CM (AS NOTED)
E/W	APPROXIMATE EDGE OF WATER	◉	SET N/D (LB 4335)
FIRM	FLOOD (FLORIDA) INSURANCE RATE MAP	◉	FOUND N/D (AS NOTED)
FNC	FENCE	◉	SET 5/8" IRC (LB 4335)
FD.	FOUND	●	FOUND IRON ROD (AS NOTED)
HWF	HOG–WIRE FENCE	○	FOUND IRON PIPE (AS NOTED)
ID	IDENTIFICATION	▯	ELECTRIC PANEL
IP	IRON PIPE	▯	CABLE TELEVISION RISER BOX
IR	IRON ROD	▯	ELECTRIC JUNCTION BOX
L	ARC LENGTH	▯	FIBER–OPTIC JUNCTION BOX
LB	LICENSED BUSINESS	▯	GAS METER
M.B.	MAP BOOK	▯	RECLAIMED WATER METER
N/D	NAIL & DISK	▯	TELEPHONE JUNCTION BOX
NO.	NUMBER	▯	TRAFFIC SIGNAL BOX
O.R.B.	OFFICIAL RECORDS BOOK	▯	WATER METER
OHU	OVER–HEAD UTILITIES	▯	UTILITY VAULT
P.B.	PLAT BOOK	▼	ELECTRICAL TRANSFORMER
PG(S).	PAGE/PAGES	○	WOOD UTILITY POLE
PLS	PROFESSIONAL LAND SURVEYOR	○	CONCRETE UTILITY POLE
PRM	PERMANENT REFERENCE MONUMENT	○	METAL UTILITY POLE
PSM	PROFESSIONAL SURVEYOR MAPPER	○	GUY POLE
PVC	POLYVINYL CHLORIDE PIPE	○	GUY ANCHOR
R	RADIUS	○	LIGHT POLE
R/W	RIGHT OF WAY	▯	CATCH BASIN/YARD DRAIN
RCP	REINFORCED CONCRETE PIPE	▯	STORM MANHOLE
T/B	APPROXIMATE TOP OF BANK	▯	ELECTRIC MANHOLE
T/S	APPROXIMATE TOE OF SLOPE	▯	SANITARY MANHOLE
(TYP)	TYPICAL	▯	TELEPHONE MANHOLE
W	WOOD FENCE	▯	MONITORING WELL
W/	WITH	▯	WELL
⋈	WATER VALVE	▯	FIBER–OPTIC CABLE MARKER
⋈	IRRIGATION CONTROL VALVE	▯	GAS LINE MARKER
⋈	SANITARY SEWER VALVE	▯	POTABLE WATER LINE MARKER
○	AIR RELEASE VALVE	▯	MITERED END SECTION

LEGAL DESCRIPTION:

(PER OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY COMMITMENT NO. 1049061, DATED MARCH 29,2021)

PARCEL 1:

LOTS 1 THROUGH 7, BLOCK B, BUSINESS SECTION HOLLY HILL HEIGHTS, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 10, PAGE 180, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA. TOGETHER WITH THE 20 FOOT ALLEY ADJOINING LOTS 1 TO 6, BLOCK AND TOGETHER WITH THE EASTERLY 1/2 OF VACATED MOBILE STREET, SAID EASTERLY 1/2 OF MOBILE STREET CONTAINED WITHIN THE WESTERLY EXTENSION OF THE NORTHERLY AND SOUTHERLY LINE OF AFORESAID PARCEL.

PARCEL 2:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 5, BLOCK A, BUSINESS SECTION, HOLLY HILLS HEIGHTS, ACCORDING TO MAP THEREOF ON RECORD IN THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, IN PLAT BOOK 10, PAGE 180; THENCE EASTERLY ALONG THE NORTHERLY SIDE OF FLOMICH AVENUE (A 60 FOOT STREET), 150 FEET, SAME BEING THE CENTER OF FORMER MOBILE STREET HERETOFORE VACATED; THENCE NORTHERLY ALONG THE CENTER OF SAID MOBILE STREET A DISTANCE OF 600 FEET TO A POINT, WHICH POINT IS 150 FEET EASTERLY FROM THE NORTHWEST CORNER OF LOT 21, BLOCK A, AFORESAID; THENCE WESTERLY ALONG THE NORTHERLY LINE OF LOT 21, BLOCK A, AS EXTENDED AFORESAID, 150 FEET TO SAID NORTHWEST CORNER OF SAID LOT 21, BLOCK A, AFORESAID; THENCE SOUTHERLY A DISTANCE OF 600 FEET TO THE POINT OF BEGINNING.

PARCEL 3:

LOTS 8 THROUGH 15, INCLUSIVE, BLOCK B, HOLLY HILL HEIGHTS, BUSINESS SECTION, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 10, PAGE 180, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, AND THE EAST 1/2 OF VACATED MOBILE STREET APPURTENANT THERETO.

PARCEL 4:

A PORTION OF LOTS 16, 17, 18, 26, 27, 28 & 29 LYING WESTERLY OF THE CENTERLINE OF A DRAINAGE CANAL, ALL BEING IN BLOCK 28, MARY C. FLEMMING SUBDIVISION, OF THE THOMAS FITCH GRANT AS PER MAP RECORDED IN PLAT BOOK 1, PAGE 1 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE INTERSECTION OF THE NORTHERLY RIGHT–OF–WAY LINE OF FLOMICH AVENUE, A 50 FOOT RIGHT–OF–WAY AS SHOWN ON PLAT BOOK 1, PAGE 1 OF THE MARY C. FLEMMING SUBDIVISION, OF THE THOMAS FITCH GRANT AND THE WESTERLY RIGHT–OF–WAY OF THE FLORIDA EAST COAST RAILROAD, A 100 FOOT RIGHT–OF–WAY AS LAID OUT AND USED; THENCE SOUTH 65 DEGREES 00 MINUTES 26 SECONDS WEST ALONG SAID NORTHERLY RIGHT–OF–WAY OF FLOMICH AVENUE, A DISTANCE OF 928.63 FEET TO AN INTERSECTION OF SAID NORTHERLY RIGHT–OF–WAY AND EASTERLY EXTENSION OF THE EASTERLY LINE OF BLOCK B, BUSINESS SECTION HOLLY HILL HEIGHTS, AS SHOWN IN PLAT BOOK 10, PAGE 180 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE ALONG SAID EASTERLY LINE OF BLOCK B NORTH 25 DEGREES 04 MINUTES 04 SECONDS WEST, A DISTANCE OF 633.88 FEET TO THE NORTHERLY LINE OF SAID LOT 26 AND THE CENTERLINE OF KANSAS AVENUE, A 60 FOOT RIGHT–OF–WAY AS SHOWN ON SAID MAP OF BUSINESS SECTION HOLLY HILL HEIGHTS; THENCE ALONG SAID NORTHERLY LINE OF LOTS 26 AND 27 AND ALONG THE SAID CENTERLINE OF KANSAS AVENUE, AS ALSO SHOWN ON PLAT BOOK 26, PAGE 79, GOLF CLUB ESTATES, A RESUBDIVISION OF BLOCKS 1, 2, 3 AND 4, HOLLY HILL HEIGHTS, NORTH 64 DEGREES 59 MINUTES 17 SECONDS EAST, A DISTANCE OF 284.71 FEET; THENCE DEPARTING SAID NORTHERLY LINE NORTH 00 DEGREES 39 MINUTES 33 SECONDS EAST, A DISTANCE OF 704.14 FEET, TO THE SOUTHERLY RIGHT–OF–WAY OF ALABAMA AVENUE, A 50 FOOT RIGHT–OF–WAY AS SHOWN ON SAID PLAT BOOK 1, PAGE 1, MARY C. FLEMMING SUBDIVISION; THENCE NORTH 64 DEGREES 59 MINUTES 17 SECONDS EAST, ALONG SAID SOUTHERLY RIGHT–OF–WAY, A DISTANCE OF 340.18 FEET, TO THE AFORESAID WESTERLY RIGHT–OF–WAY OF THE FLORIDA EAST COAST RAILROAD, THENCE SOUTH 24 DEGREES 59 MINUTES 24 SECONDS EAST, ALONG SAID WESTERLY RIGHT–OF–WAY, A DISTANCE OF 1268.92 FEET TO THE PONT OF BEGINNING.

SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY THIS SURVEY MEETS THE APPLICABLE "STANDARDS OF PRACTICE" AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J–17.050–.052, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

LEE H. DOWST LICENSE PSM 6860 STATE OF FLORIDA PROFESSIONAL SURVEYOR & MAPPER

Digitally signed by lee dowst
DN: c=US, o=Unaffiliated, ou=A01410C0000016D2 58D5EB5000088C4, cn=lee dowst
Date: 2021.10.21 09:22:50 -04'00'

LEE H. DOWST. P.L.S. NO. 6860
ldowst.mdaeng.com

THIS SURVEY IS NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

REVISIONS				
F.B. / PG.	DATE	BY	DESCRIPTION	CKD
234/2–7	10/20/21	LAT	ADDED DRAINAGE SWALES AND WETLAND LINES.	LHD

MARK DOWST & ASSOCIATES, INC.
* ENGINEERS PLANNERS SURVEYORS LB#4335 *
536 NORTH HALIFAX AVENUE, SUITE 100, DAYTONA BEACH, FLORIDA 32118 PH:386–258–7999

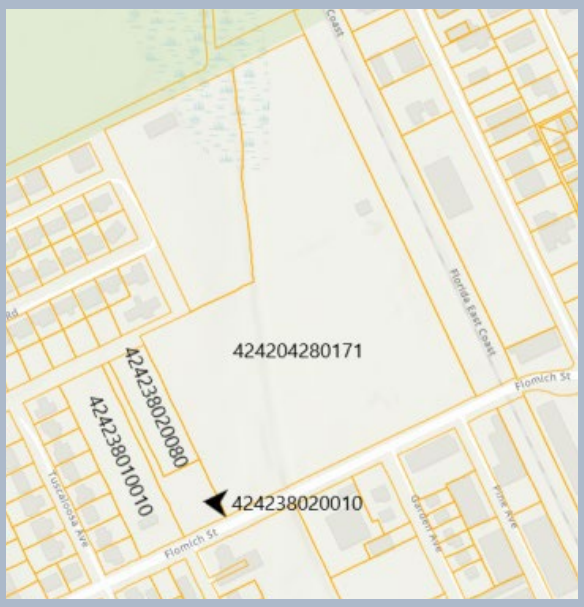
BOUNDARY & WETLAND LINE SURVEY				PROJECT #	1532
DRAWN BY: LAT	DRAW DATE: 10/20/21	CHECKED BY: LHD	SCALE: 1" = 60'	FILE NAME:	1532_surbase.dwg
CREW: SC,JB,BT	FIELD DATE: 10/20/21	F.B./PG.: 232/31–55;234/2–7		SHEET	1 OF 1

Drawing name: V:\DWGS\1532 Bishops Gate\y_Survey\Civil 3D\1532_surbase.dwg Oct 21, 2021 8:58am

Attachment: 03 1532_Bndry Svy (10-20-21). S&S (2022-O-3046 : Major Comprehensive Plan Text Amendment - Holly Hill RV Park)

EXHIBIT A

LOCATION MAP and LEGAL DESCRIPTION



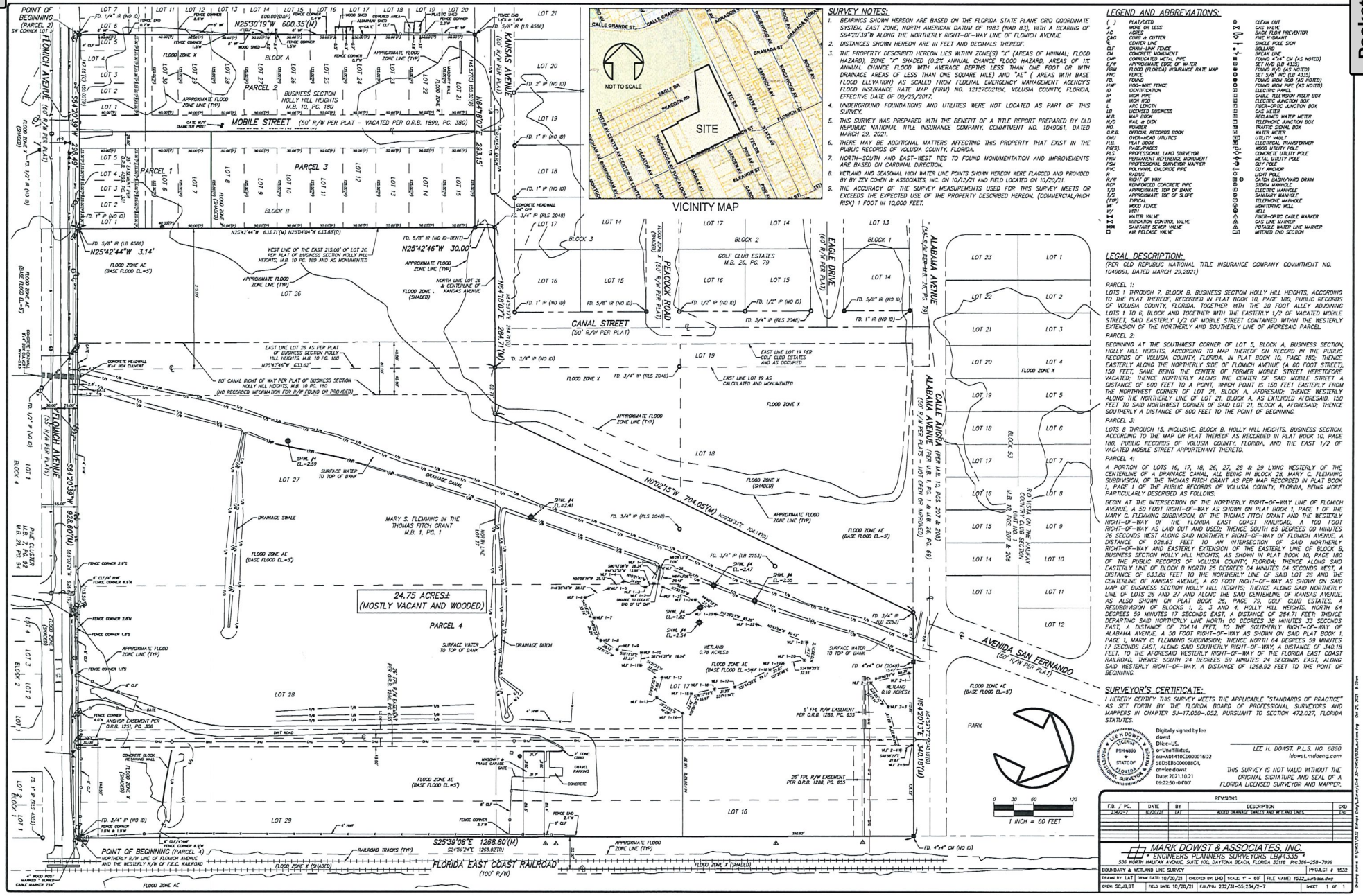
LEGAL DESCRIPTION:
(PER OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY COMMITMENT NO. 1049061, DATED MARCH 29,2021)

PARCEL 1:
LOTS 1 THROUGH 7, BLOCK B, BUSINESS SECTION HOLLY HILL HEIGHTS, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 10, PAGE 180, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA. TOGETHER WITH THE 20 FOOT ALLEY ADJOINING LOTS 1 TO 6, BLOCK AND TOGETHER WITH THE EASTERLY 1/2 OF VACATED MOBILE STREET, SAID EASTERLY 1/2 OF MOBILE STREET CONTAINED WITHIN THE WESTERLY EXTENSION OF THE NORTHERLY AND SOUTHERLY LINE OF AFORESAID PARCEL.

PARCEL 2:
BEGINNING AT THE SOUTHWEST CORNER OF LOT 5, BLOCK A, BUSINESS SECTION, HOLLY HILL HEIGHTS, ACCORDING TO MAP THEREOF ON RECORD IN THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, IN PLAT BOOK 10, PAGE 180; THENCE EASTERLY ALONG THE NORTHERLY SIDE OF FLOMICH AVENUE (A 60 FOOT STREET), 150 FEET, SAME BEING THE CENTER OF FORMER MOBILE STREET HERETOFORE VACATED; THENCE NORTHERLY ALONG THE CENTER OF SAID MOBILE STREET A DISTANCE OF 600 FEET TO A POINT, WHICH POINT IS 150 FEET EASTERLY FROM THE NORTHWEST CORNER OF LOT 21, BLOCK A, AFORESAID; THENCE WESTERLY ALONG THE NORTHERLY LINE OF LOT 21, BLOCK A, AS EXTENDED AFORESAID, 150 FEET TO SAID NORTHWEST CORNER OF SAID LOT 21, BLOCK A, AFORESAID; THENCE SOUTHERLY A DISTANCE OF 600 FEET TO THE POINT OF BEGINNING.

PARCEL 3:
LOTS 8 THROUGH 15, INCLUSIVE, BLOCK B, HOLLY HILL HEIGHTS, BUSINESS SECTION, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 10, PAGE 180, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, AND THE EAST 1/2 OF VACATED MOBILE STREET APPURTENANT THERETO.

PARCEL 4:
A PORTION OF LOTS 16, 17, 18, 26, 27, 28 & 29 LYING WESTERLY OF THE CENTERLINE OF A DRAINAGE CANAL, ALL BEING IN BLOCK 28, MARY C. FLEMMING SUBDIVISION, OF THE THOMAS FITCH GRANT AS PER MAP RECORDED IN PLAT BOOK 1, PAGE 1 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT THE INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY LINE OF FLOMICH AVENUE, A 50 FOOT RIGHT-OF-WAY AS SHOWN ON PLAT BOOK 1, PAGE 1 OF THE MARY C. FLEMMING SUBDIVISION, OF THE THOMAS FITCH GRANT AND THE WESTERLY RIGHT-OF-WAY OF THE FLORIDA EAST COAST RAILROAD, A 100 FOOT RIGHT-OF-WAY AS LAID OUT AND USED; THENCE SOUTH 65 DEGREES 00 MINUTES 26 SECONDS WEST ALONG SAID NORTHERLY RIGHT-OF-WAY OF FLOMICH AVENUE, A DISTANCE OF 928.63 FEET TO AN INTERSECTION OF SAID NORTHERLY RIGHT-OF-WAY AND EASTERLY EXTENSION OF THE EASTERLY LINE OF BLOCK B, BUSINESS SECTION HOLLY HILL HEIGHTS, AS SHOWN IN PLAT BOOK 10, PAGE 180 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE ALONG SAID EASTERLY LINE OF BLOCK B NORTH 25 DEGREES 04 MINUTES 04 SECONDS WEST, A DISTANCE OF 633.88 FEET TO THE NORTHERLY LINE OF SAID LOT 26 AND THE CENTERLINE OF KANSAS AVENUE, A 60 FOOT RIGHT-OF-WAY AS SHOWN ON SAID MAP OF BUSINESS SECTION HOLLY HILL HEIGHTS; THENCE ALONG SAID NORTHERLY LINE OF LOTS 26 AND 27 AND ALONG THE SAID CENTERLINE OF KANSAS AVENUE, AS ALSO SHOWN ON PLAT BOOK 26, PAGE 79, GOLF CLUB ESTATES, A RESUBDIVISION OF BLOCKS 1, 2, 3 AND 4, HOLLY HILL HEIGHTS, NORTH 64 DEGREES 59 MINUTES 17 SECONDS EAST, A DISTANCE OF 284.71 FEET; THENCE DEPARTING SAID NORTHERLY LINE NORTH 00 DEGREES 38 MINUTES 33 SECONDS EAST, A DISTANCE OF 704.14 FEET, TO THE SOUTHERLY RIGHT-OF-WAY OF ALABAMA AVENUE, A 50 FOOT RIGHT-OF-WAY AS SHOWN ON SAID PLAT BOOK 1, PAGE 1, MARY C. FLEMMING SUBDIVISION; THENCE NORTH 64 DEGREES 59 MINUTES 17 SECONDS EAST, ALONG SAID SOUTHERLY RIGHT-OF-WAY, A DISTANCE OF 340.18 FEET, TO THE AFORESAID WESTERLY RIGHT-OF-WAY OF THE FLORIDA EAST COAST RAILROAD, THENCE SOUTH 24 DEGREES 59 MINUTES 24 SECONDS EAST, ALONG SAID WESTERLY RIGHT-OF-WAY, A DISTANCE OF 1268.92 FEET TO THE PONT OF BEGINNING.



SURVEY NOTES:

1. BEARINGS SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE GRID COORDINATE SYSTEM, EAST ZONE, NORTH AMERICAN DATUM OF 1983 (NAD 83), WITH A BEARING OF S64°20'39"W ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF FLOMICH AVENUE.
2. DISTANCES SHOWN HEREON ARE IN FEET AND DECIMALS THEREOF.
3. THE PROPERTY DESCRIBED HEREON LIES WITHIN ZONE('S) "X" (AREAS OF MINIMAL FLOOD HAZARD), ZONE "X" SHADED (0.2% ANNUAL CHANCE FLOOD HAZARD, AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTHS LESS THAN ONE FOOT OR WITH DRAINAGE AREAS OF LESS THAN ONE SQUARE MILE) AND "AE" (AREAS WITH BASE FLOOD ELEVATION) AS SCALED FROM FEDERAL EMERGENCY MANAGEMENT AGENCY'S FLOOD INSURANCE RATE MAP (FIRM) NO. 12127C0218K, VOLUSIA COUNTY, FLORIDA, EFFECTIVE DATE OF 09/29/2017.
4. UNDERGROUND FOUNDATIONS AND UTILITIES WERE NOT LOCATED AS PART OF THIS SURVEY.
5. THIS SURVEY WAS PREPARED WITH THE BENEFIT OF A TITLE REPORT PREPARED BY OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, COMMITMENT NO. 1049061, DATED MARCH 29, 2021.
6. THERE MAY BE ADDITIONAL MATTERS AFFECTING THIS PROPERTY THAT EXIST IN THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
7. NORTH-SOUTH AND EAST-WEST TIES TO FOUND MONUMENTATION AND IMPROVEMENTS ARE BASED ON CARDINAL DIRECTION.
8. WETLAND AND SEASONAL HIGH WATER LINE POINTS SHOWN HEREON WERE FLAGGED AND PROVIDED BY BY ZEV COHEN & ASSOCIATES, INC. ON 10/12/21 AND FIELD LOCATED ON 10/20/21.
9. THE ACCURACY OF THE SURVEY MEASUREMENTS USED FOR THIS SURVEY MEETS OR EXCEEDS THE EXPECTED USE OF THE PROPERTY DESCRIBED HEREON. (COMMERCIAL/HIGH RISK) 1 FOOT IN 10,000 FEET.

LEGEND AND ABBREVIATIONS:

( )	PLAT/DEED	⊕	CLEAN OUT
±	MORE OR LESS	⊗	GAS VALVE
AC	ACRES	⊗	BACK FLOW PREVENTOR
C&G	CURB & GUTTER	⊕	FIRE HYDRANT
C	CENTER LINE	⊕	SINGLE POLE SIGN
CLF	CHAIN-LINK FENCE	⊕	BOLLARD
CM	CONCRETE MONUMENT	⊕	BREAK LINE
CMP	CORRUGATED METAL PIPE	⊕	FOUND 4"x4" CM (AS NOTED)
C/W	APPROXIMATE EDGE OF WATER	⊕	SET N/D (LB 4335)
FIRM	FLOOD (FLORIDA) INSURANCE RATE MAP	⊕	FOUND N/D (AS NOTED)
FNC	FENCE	⊕	SET 5/8" IRC (LB 4335)
FD.	FOUND	⊕	FOUND IRON ROD (AS NOTED)
HWF	HOG-WIRE FENCE	⊕	FOUND IRON PIPE (AS NOTED)
ID	IDENTIFICATION	⊕	ELECTRIC PANEL
IP	IRON PIPE	⊕	CABLE TELEVISION RISER BOX
IR	IRON ROD	⊕	ELECTRIC JUNCTION BOX
L	ARC LENGTH	⊕	FIBER-OPTIC JUNCTION BOX
LB	LICENSED BUSINESS	⊕	GAS METER
M.B.	MAP BOOK	⊕	RECLAIMED WATER METER
M/D	MAIL & DECK	⊕	TELEPHONE JUNCTION BOX
NO.	NUMBER	⊕	TRAFFIC SIGNAL BOX
O.R.B.	OFFICIAL RECORDS BOOK	⊕	WATER METER
OHU	OVER-HEAD UTILITIES	⊕	UTILITY VAULT
P.B.	PLAT BOOK	⊕	ELECTRICAL TRANSFORMER
PG(S)	PAGE/PAGES	⊕	WOOD UTILITY POLE
PLS	PROFESSIONAL LAND SURVEYOR	⊕	CONCRETE UTILITY POLE
PRM	PERMANENT REFERENCE MONUMENT	⊕	METAL UTILITY POLE
PSM	PROFESSIONAL SURVEYOR MAPPER	⊕	GUY POLE
PVC	POLYVINYL CHLORIDE PIPE	⊕	GUY ANCHOR
R	RADIUS	⊕	LIGHT POLE
R/W	RIGHT OF WAY	⊕	CATCH BASIN/YARD DRAIN
RCP	REINFORCED CONCRETE PIPE	⊕	STORM MANHOLE
T/B	APPROXIMATE TOP OF BANK	⊕	ELECTRIC MANHOLE
T/C	APPROXIMATE TOE OF SLOPE	⊕	SANITARY MANHOLE
(TYP)	TYPICAL	⊕	TELEPHONE MANHOLE
WF	WOOD FENCE	⊕	MONITORING WELL
WM	WATER	⊕	WELL
WV	WATER VALVE	⊕	FIBER-OPTIC CABLE MARKER
⊠	IRRIGATION CONTROL VALVE	⊕	GAS LINE MARKER
⊠	SANITARY SEWER VALVE	⊕	POTABLE WATER LINE MARKER
⊠	AIR RELEASE VALVE	⊕	WITERED END SECTION

LEGAL DESCRIPTION:

(PER OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY COMMITMENT NO. 1049061, DATED MARCH 29,2021)

PARCEL 1:

LOTS 1 THROUGH 7, BLOCK B, BUSINESS SECTION HOLLY HILL HEIGHTS, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 10, PAGE 180, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA. TOGETHER WITH THE 20 FOOT ALLEY ADJOINING LOTS 1 TO 6, BLOCK AND TOGETHER WITH THE EASTERLY 1/2 OF VACATED MOBILE STREET, SAID EASTERLY 1/2 OF MOBILE STREET CONTAINED WITHIN THE WESTERLY EXTENSION OF THE NORTHERLY AND SOUTHERLY LINE OF AFORESAID PARCEL.

PARCEL 2:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 5, BLOCK A, BUSINESS SECTION, HOLLY HILL HEIGHTS, ACCORDING TO MAP THEREOF ON RECORD IN THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, IN PLAT BOOK 10, PAGE 180; THENCE EASTERLY ALONG THE NORTHERLY SIDE OF FLOMICH AVENUE (A 60 FOOT STREET), 150 FEET, SAME BEING THE CENTER OF FORMER MOBILE STREET HERETOFORE VACATED; THENCE NORTHERLY ALONG THE CENTER OF SAID MOBILE STREET A DISTANCE OF 600 FEET TO A POINT, WHICH POINT IS 150 FEET EASTERLY FROM THE NORTHWEST CORNER OF LOT 21, BLOCK A, AFORESAID; THENCE WESTERLY ALONG THE NORTHERLY LINE OF LOT 21, BLOCK A, AS EXTENDED AFORESAID, 150 FEET TO SAID NORTHWEST CORNER OF SAID LOT 21, BLOCK A, AFORESAID; THENCE SOUTHERLY A DISTANCE OF 600 FEET TO THE POINT OF BEGINNING.

PARCEL 3:

LOTS 8 THROUGH 15, INCLUSIVE, BLOCK B, HOLLY HILL HEIGHTS, BUSINESS SECTION, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 10, PAGE 180, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, AND THE EAST 1/2 OF VACATED MOBILE STREET APPURTENANT THERETO.

PARCEL 4:

A PORTION OF LOTS 16, 17, 18, 26, 27, 28 & 29 LYING WESTERLY OF THE CENTERLINE OF A DRAINAGE CANAL, ALL BEING IN BLOCK 28, MARY C. FLEMMING SUBDIVISION, OF THE THOMAS FITCH GRANT AS PER MAP RECORDED IN PLAT BOOK 1, PAGE 1 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY LINE OF FLOMICH AVENUE, A 50 FOOT RIGHT-OF-WAY AS SHOWN ON PLAT BOOK 1, PAGE 1 OF THE MARY C. FLEMMING SUBDIVISION, OF THE THOMAS FITCH GRANT AND THE WESTERLY RIGHT-OF-WAY OF THE FLORIDA EAST COAST RAILROAD, A 100 FOOT RIGHT-OF-WAY AS LAID OUT AND USED; THENCE SOUTH 65 DEGREES 00 MINUTES 26 SECONDS WEST ALONG SAID NORTHERLY RIGHT-OF-WAY OF FLOMICH AVENUE, A DISTANCE OF 928.63 FEET TO AN INTERSECTION OF SAID NORTHERLY RIGHT-OF-WAY AND EASTERLY EXTENSION OF THE EASTERLY LINE OF BLOCK B, BUSINESS SECTION HOLLY HILL HEIGHTS, AS SHOWN IN PLAT BOOK 10, PAGE 180 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE ALONG SAID EASTERLY LINE OF BLOCK B NORTH 25 DEGREES 04 MINUTES 04 SECONDS WEST, A DISTANCE OF 633.88 FEET TO THE NORTHERLY LINE OF SAID LOT 26 AND THE CENTERLINE OF KANSAS AVENUE, A 60 FOOT RIGHT-OF-WAY AS SHOWN ON SAID MAP OF BUSINESS SECTION HOLLY HILL HEIGHTS; THENCE ALONG SAID NORTHERLY LINE OF LOTS 26 AND 27 AND ALONG THE SAID CENTERLINE OF KANSAS AVENUE, AS ALSO SHOWN ON PLAT BOOK 26, PAGE 79, GOLF CLUB ESTATES, A RESUBDIVISION OF BLOCKS 1, 2, 3 AND 4, HOLLY HILL HEIGHTS, NORTH 64 DEGREES 59 MINUTES 17 SECONDS EAST, A DISTANCE OF 284.71 FEET; THENCE DEPARTING SAID NORTHERLY LINE NORTH 00 DEGREES 38 MINUTES 33 SECONDS EAST, A DISTANCE OF 704.14 FEET, TO THE SOUTHERLY R/W-WAY OF ALABAMA AVENUE, A 50 FOOT RIGHT-OF-WAY AS SHOWN ON SAID PLAT BOOK 1, PAGE 1, MARY C. FLEMMING SUBDIVISION; THENCE NORTH 64 DEGREES 59 MINUTES 17 SECONDS EAST, ALONG SAID SOUTHERLY RIGHT-OF-WAY, A DISTANCE OF 340.18 FEET, TO THE AFORESAID WESTERLY RIGHT-OF-WAY OF THE FLORIDA EAST COAST RAILROAD, THENCE SOUTH 24 DEGREES 59 MINUTES 24 SECONDS EAST, ALONG SAID WESTERLY RIGHT-OF-WAY, A DISTANCE OF 1268.92 FEET TO THE POINT OF BEGINNING.

SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY THIS SURVEY MEETS THE APPLICABLE "STANDARDS OF PRACTICE" AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17.050-.052, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

LEE H. DOWST P.L.S. NO. 6860
ldowst.mdaenq.com

THIS SURVEY IS NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

REVISIONS				
F.B. / PG.	DATE	BY	DESCRIPTION	CKD
232/57	10/20/21	LAT	ADDED DRAINAGE SWALE AND WETLAND LINES	LHD

MARK DOWST & ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS LB#4335
536 NORTH HALIFAX AVENUE, SUITE 100, DAYTONA BEACH, FLORIDA 32118 PH:386-258-7999

BOUNDARY & WETLAND LINE SURVEY — PROJECT # 1532

DRAWN BY: LAT | DRAW DATE: 10/20/21 | CHECKED BY: LHD | SCALE: 1" = 60' | FILE NAME: 1532_surbase.dwg
CHEW: SC,IB,BT | FIELD DATE: 10/20/21 | F.B./PG.: 232/31-55;234/2-7 | SHEET 1 OF 1

VOLUSIA COUNTY PROPERTY APPRAISER
LARRY BARTLETT, JD, CFA
WE VALUE VOLUSIA

Volusia County Property Appraiser
123 W. Indiana Ave., Rm. 102
DeLand, FL. 32720
Phone: (386) 736-5901 Web: vcpa.vcgov.org

AltKey: 3197739 **Parcel ID: 424238010010**
SHEPARD KAY B ET ALS **504 FLOMICH ST, HOLLY HILL, FL**

Parcel Summary

Alternate Key:	3197739
Parcel ID:	424238010010
Township-Range-Section:	14 - 32 - 42
Subdivision-Block-Lot:	38 - 01 - 0010
Owner(s):	SHEPARD KAY B ET ALS - - 100
Mailing Address On File:	1111 LIMERICK DR WATKINSVILLE GA 30677
Physical Address:	504 FLOMICH ST, HOLLY HILL 32117
Property Use:	0000 - VACANT RES
Tax District:	203-HOLLY HILL
2020 Certified Millage Rate:	19.817
Neighborhood:	2707
Business Name:	
Subdivision Name:	
Homestead Property:	No

Attachment: Exhibit C - Property Appraiser's Info Sheets (2022-O-3046 : Major Comprehensive Plan Text Amendment - Holly Hill RV Park)

VOLUSIA COUNTY PROPERTY APPRAISER
LARRY BARTLETT, JD, CFA
WE VALUE VOLUSIA

Volusia County Property Appraiser
123 W. Indiana Ave., Rm. 102
DeLand, FL. 32720
Phone: (386) 736-5901 Web: vcpa.vcgov.org

AltKey: 3197828 **Parcel ID: 424238020010**
SHEPARD KAY ETAL **MOBILE AVE, HOLLY HILL, FL**

Parcel Summary

Alternate Key:	3197828
Parcel ID:	424238020010
Township-Range-Section:	14 - 32 - 42
Subdivision-Block-Lot:	38 - 02 - 0010
Owner(s):	SHEPARD KAY ETAL - - 100
Mailing Address On File:	1111 LIMERICK DR WATKINSVILLE GA 30677
Physical Address:	MOBILE AVE, HOLLY HILL 32117
Property Use:	0000 - VACANT RES
Tax District:	203-HOLLY HILL
2020 Certified Millage Rate:	19.817
Neighborhood:	2707
Business Name:	
Subdivision Name:	
Homestead Property:	No

Attachment: Exhibit C - Property Appraiser's Info Sheets (2022-O-3046 : Major Comprehensive Plan Text Amendment - Holly Hill RV Park)

VOLUSIA COUNTY PROPERTY APPRAISER
LARRY BARTLETT, JD, CFA
WE VALUE VOLUSIA

Volusia County Property Appraiser
123 W. Indiana Ave., Rm. 102
DeLand, FL. 32720
Phone: (386) 736-5901 Web: vcpa.vcgov.org

AltKey: 3197836 **Parcel ID: 424238020080**
SHEPARD KAY B **MOBILE AVE, HOLLY HILL, FL**

Parcel Summary

Alternate Key:	3197836
Parcel ID:	424238020080
Township-Range-Section:	14 - 32 - 42
Subdivision-Block-Lot:	38 - 02 - 0080
Owner(s):	SHEPARD KAY B - TIC - Tenancy in Common - 33.33 BISHOP WILLIAM T - TIC - Tenancy in Common - 33.33 BISHOP G ROBERT - TIC - Tenancy in Common - 33.33
Mailing Address On File:	1741 EXPERIMENT STATION RD WATKINSVILLE GA 30677
Physical Address:	MOBILE AVE, HOLLY HILL 32117
Property Use:	0000 - VACANT RES
Tax District:	203-HOLLY HILL
2020 Certified Millage Rate:	19.817
Neighborhood:	2707
Business Name:	
Subdivision Name:	
Homestead Property:	No

Attachment: Exhibit C - Property Appraiser's Info Sheets (2022-O-3046 : Major Comprehensive Plan Text Amendment - Holly Hill RV Park)

VOLUSIA COUNTY PROPERTY APPRAISER
LARRY BARTLETT, JD, CFA
WE VALUE VOLUSIA

Volusia County Property Appraiser
123 W. Indiana Ave., Rm. 102
DeLand, FL. 32720
Phone: (386) 736-5901 Web: vcpa.vcgov.org

AltKey: 6231133 **Parcel ID: 424204280171**
FLOMICH PROPERTIES LLC **490 FLOMICH ST, HOLLY HILL, FL**

Parcel Summary

Alternate Key:	6231133
Parcel ID:	424204280171
Township-Range-Section:	14 - 32 - 42
Subdivision-Block-Lot:	04 - 28 - 0171
Owner(s):	FLOMICH PROPERTIES LLC - - 100
Mailing Address On File:	1741 EXPERIMANT STATION RD WATKINSVILLE GA 30677
Physical Address:	490 FLOMICH ST, HOLLY HILL 32117
Property Use:	4800 - WAREH/DIST TERM
Tax District:	203-HOLLY HILL
2020 Certified Millage Rate:	19.817
Neighborhood:	7252
Business Name:	
Subdivision Name:	
Homestead Property:	No

Attachment: Exhibit C - Property Appraiser's Info Sheets (2022-O-3046 : Major Comprehensive Plan Text Amendment - Holly Hill RV Park)

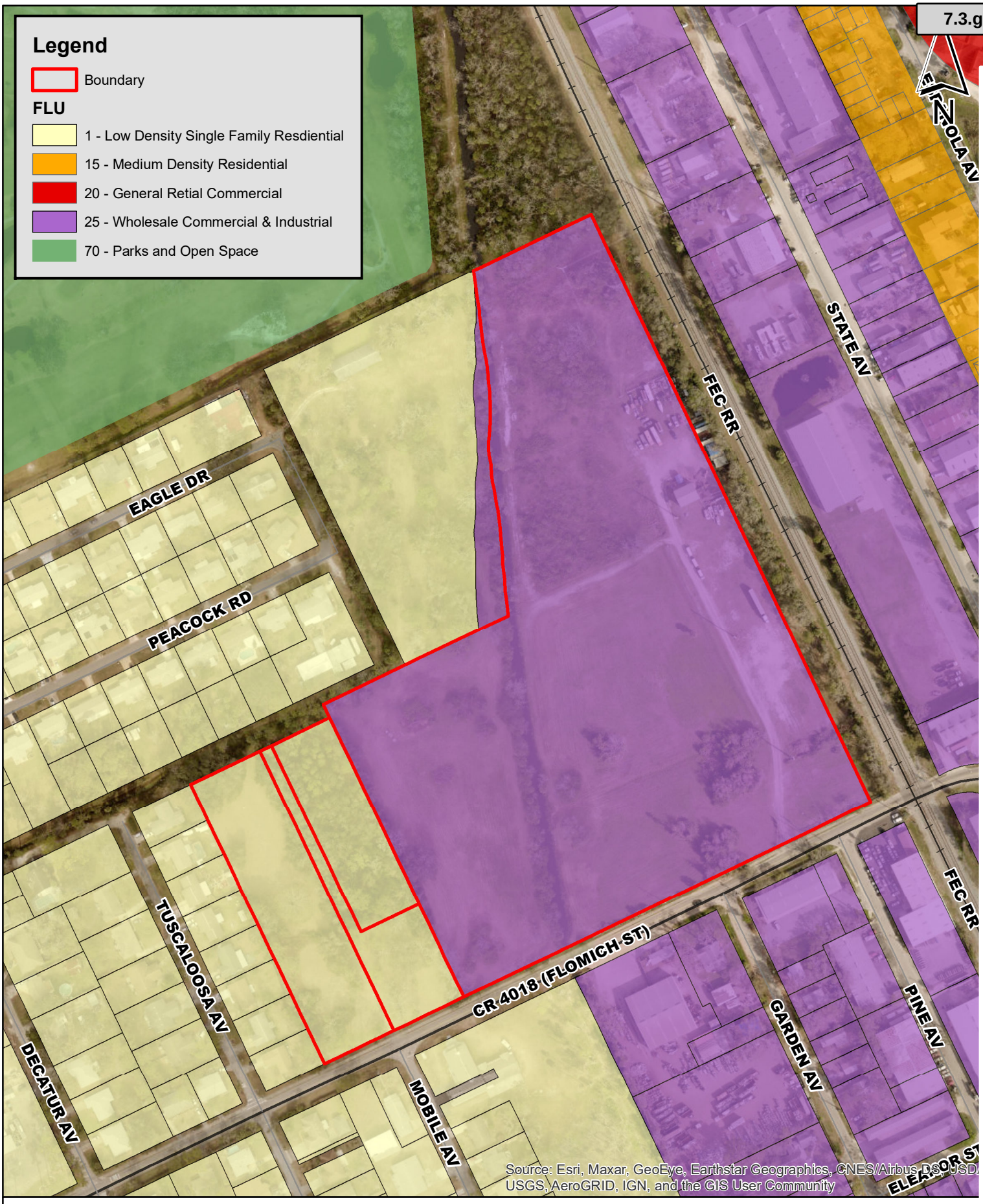
Attachment: Exhibit D - Aerial Map (2022-O-3046 : Major Comprehensive Plan Text Amendment - Holly Hill RV Park)

Date Saved: 10/27/2021 Created by: jdurant
Path: Z:\PROJECTS\2021\21205 Holly Hill RV Resort\Aerial Map.mxd

210 105 0 210 Feet

Aerial Map
Holly Hill RV Resort
Volusia County, Florida

ZEVCOHEN & ASSOCIATES IN
300 Interchange Blvd
Ormond Beach, FL 32174
ph 386-6



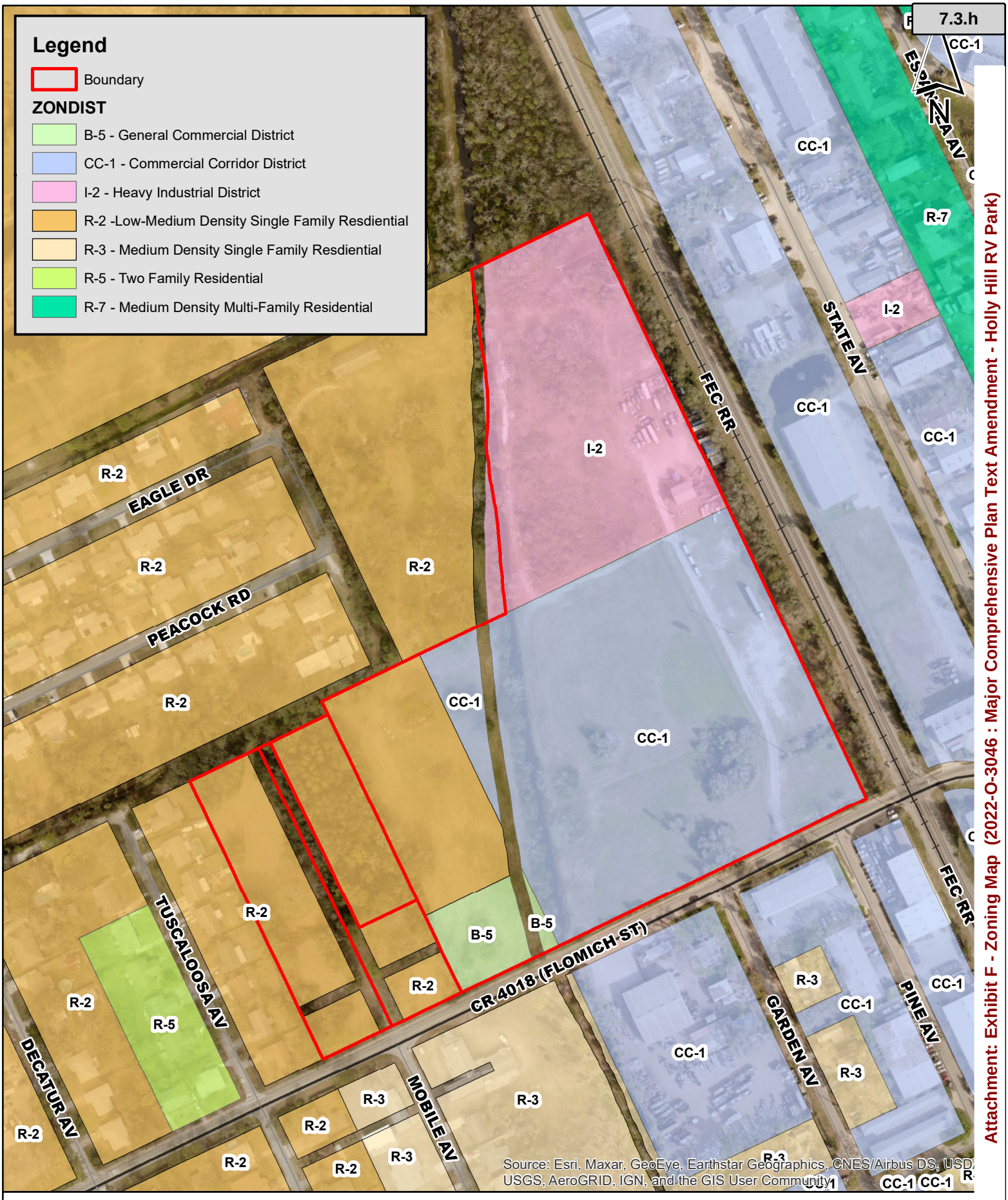
Attachment: Exhibit E - Future Land Use Map (2022-O-3046 : Major Comprehensive Plan Text Amendment - Holly Hill RV Park)

Date Saved: 11/1/2021 Created by: ghayworth
Path: Z:\PROJECTS\2021\21205 Holly Hill RV Resort\FLU Map.mxd

240 120 0 240 Feet

Future Land Use Map
Holly Hill RV Resort
Volusia County, Florida

ZEVCOHEN & ASSOCIATES IN
300 Interchange Blvd
Ormond Beach, FL 32174
ph 386-6



Attachment: Exhibit F - Zoning Map (2022-O-3046 : Major Comprehensive Plan Text Amendment - Holly Hill RV Park)

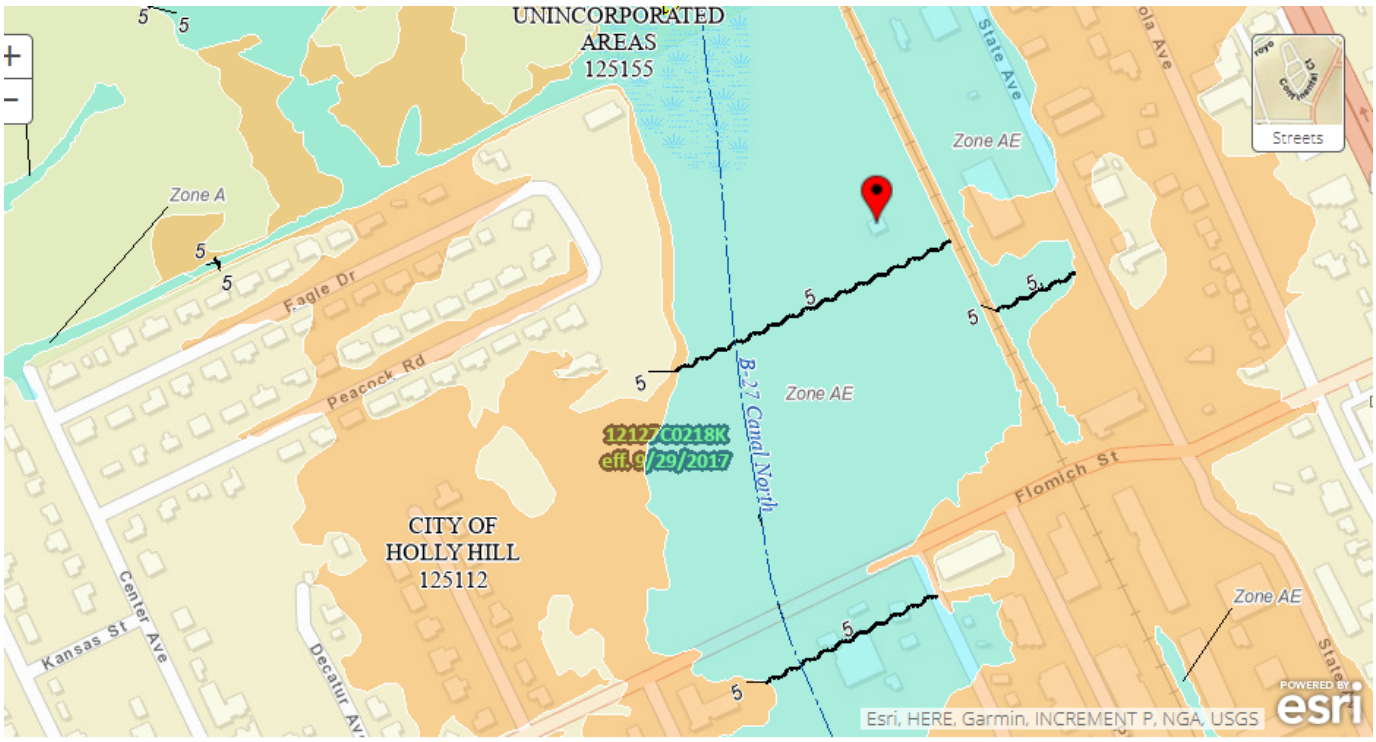
Date Saved: 11/1/2021 Created by: ghayworth
Path: Z:\PROJECTS\2021\21205 Holly Hill RV Resort\Zoning Map.mxd

240 120 0 240 Feet

Zoning Map
Holly Hill RV Resort
Volusia County, Florida

ZEVCOHEN & ASSOCIATES INC
300 Interchange Blvd
Ormond Beach, FL 32174
ph 386-6

EXHIBIT "G"



PIN
Approximate location based on user input and does not represent an authoritative property location

MAP PANELS
Selected FloodMap Boundary
Digital Data Available
No Digital Data Available
Unmapped

OTHER AREAS
NO SCREEN Area of Minimal Flood Hazard Zone X
Effective LOMRs
Area of Undetermined Flood Hazard Zone D
Otherwise Protected Area
Coastal Barrier Resource System Area

SPECIAL FLOOD HAZARD AREAS
Without Base Flood Elevation (BFE) Zone A, V, A99
With BFE or Depth
Regulatory Floodway Zone AE, AO, AH, VE, AR

OTHER AREAS OF FLOOD HAZARD
0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile Zone X
Future Conditions 1% Annual Chance Flood Hazard Zone X
Area with Reduced Flood Risk due to Levee. See Notes. Zone X
Area with Flood Risk due to Levee Zone D

OTHER FEATURES
20.2 Cross Sections with 1% Annual Chance
17.5 Water Surface Elevation
Coastal Transect
Base Flood Elevation Line (BFE)
Limit of Study
Jurisdiction Boundary
Coastal Transect Baseline
Profile Baseline
Hydrographic Feature

GENERAL STRUCTURES
Channel, Culvert, or Storm Sewer
Levee, Dike, or Floodwall

Flood Map

Attachment: Exhibit G - Flood Map (2022-O-3046 : Major Comprehensive Plan Text Amendment - Holly Hill RV Park)

Attachment: Exhibit H - Wetlands and Surface Waters Map (2022-O-3046 : Major Comprehensive Plan Text Amendment - Holly Hill RV Park)

Wetlands and Surface Waters Map
Holly Hill RV Resort
Volusia County, Florida

Date Saved: 10/27/2021 Created by: jdurant
Path: Z:\PROJECTS\2021\21205 Holly Hill RV Resort\Wetlands and Surface Waters Map.mxd

210 105 0 210 Feet

ZEVCOHEN & ASSOCIATES INC
300 Interchange Blvd
Ormond Beach, FL 32174
ph 386-6

Facility Demand & Capacity Analysis

Sanitary Sewer Demand Comparison					
Scenario	**Max, Development Type**	**Quantity**	**Per Capita Flow (gal/day) ****	**Average Daily Flow (gal/day)**	**Peak Daily Flow (gal/day) (Average x 3)**
Existing FLUM	Low Density Single Family Residential	24 ERU	321	7,704	23,112
	Wholesale Commercial & Industrial	1,757,450 SF	See Breakdown	141,196	423,588
			Existing Totals	148,900	446,700
Proposed FLUM Policy	RV PARK	150 SPACES	321	48,150	144,450
	PARK AMENITIES	5,000 SF	See Breakdown	1,605	4,815
			Proposed Totals	49,755	149,265
			Net GPD	-99,145	-297,435

Per Capita Breakdowns for Sewer:
Residential = 321 gal/day per ERU
Commercial/Industrial = 321 gal/day for first 2,000 SF plus 321 gal/day for every 4,000 SF over first 2,000 SF
Recreational Facilities = 321 gal/day per 1,000SF
The City's sanitary sewer capacity is 3 MGD with a monthly average daily flow of about 1.8 MGD. There is more than enough capacity to accommodate the projected 149,265 GPD peak daily flow.

Potable Water Demand Comparison					
Scenario	**Max, Development Type**	**Quantity**	**Per Capita Flow (gal/day) ****	**Average Daily Flow (gal/dry)**	**Peak Daily Flow (gal/dry) (Average x 3)**
Existing FLUM	Low Density Single Family Residential	24 ERU	268	6,432	19,296
	Wholesale Commercial & Industrial	1,757,450 SF	See Breakdown	117,883	353,649
			Existing Totals	124,315	372,945
Proposed FLUM Policy	RV PARK	150 SPACES	268	40,200	120,600
	PARK AMENITIES	5,000 SF	See Breakdown	1,340	4,020
			Proposed Totals	41,540	124,620
			Net GPD	-82,775	-248,325

Attachment: EXHIBIT I - Facility Demand Analysis (2022-O-3046 : Major Comprehensive Plan Text Amendment - Holly Hill RV Park)

Facility Demand & Capacity Analysis

Per Capita Breakdowns for Water:
Residential = 268 gal/day per ERU
Commercial/Industrial = 268 gal/day for first 2,000 SF plus 268 gal/day for every 4,000 SF over first 2,000 SF
Recreational Facilities = 268 gal/day per 1,000SF

The City's potable water capacity is 2.3 MGD with a monthly average daily flow of about 1.3 MGD. There is more than enough capacity to accommodate the projected 124,620 GPD peak daily flow.

Solid Waste

The City's contracted waste hauler, Waste Pro, delivers solid waste to the Volusia County's Tomoka Farms Road Landfill. This is a 3,400-acre Class 1 landfill and it is estimated to have excess capacity for project growth in the County through 2052.

Stormwater

An on-site storm water management system will be designed as part of the site plan approval process. Per the City's and the St. Johns River Water Management District regulations, the system will designed to limit the post development rate and volume of stormwater discharge from the site to be equal to or less than the rate and volume of runoff from the undeveloped site . Therefore there will be no impact on City stormwater facilities. In addition to stormwater treatment, impacts to the floodplain's storage functions will be addressed at site plan approval through the creation compensatory storage to offset any loss of flood storage capacity.

Traffic

Traffic Demand Comparison					
Scenario	***Max, Development Type***	***Quantity***	***Percent Entering/Exiting Peak Hour***	***Peak Volume***	***Daily Total***
Existing FLUM & Policies	Low Density Single Family Residential (ITE 210)	24 DU's	63/37	24	227
	Wholesale Commercial & Industrial (ITE 110)	1,757,450 SF	88/12	12,321	8,717
			Existing Totals	12,345	8,944
Proposed FLUM & Policies	RV PARK (ITE 416)	150 SPACES	62/38	62	620
			Proposed Totals	62	620
			Net Trip Ends	-12,283	-8,324

Attachment: EXHIBIT I - Facility Demand Analysis (2022-O-3046 : Major Comprehensive Plan Text Amendment - Holly Hill RV Park)

Facility Demand & Capacity Analysis

Notes:
SFR = PM Peak Hour 0.99 per DU Average Daily Trips = 9.4 per DU
Light Industrial AM Peak = .70 per 1KSF Daily = 4.96 per 1KSF
Campground/Recreational vehicle Park = PM Peak .41 per occupied site (100% Assumed) Daily calculated PM Peak x 10

Attachment: EXHIBIT I - Facility Demand Analysis (2022-O-3046 : Major Comprehensive Plan Text Amendment - Holly Hill RV Park)

The 2021 Florida Statutes

CHAPTER 513
MOBILE HOME AND RECREATIONAL VEHICLE PARKS

513.01 Definitions.

(10) "Recreational vehicle" has the same meaning as provided for the term "recreational vehicle-type unit" in s. 320.01. However, the terms "temporary living quarters" and "seasonal or temporary living quarters" as used in s. 320.01, in reference to recreational vehicles placed in recreational vehicle parks, relate to the period of time the recreational vehicle is occupied as living quarters during each year and not to the period of time it is located in the recreational vehicle park. During the time the recreational vehicle is not occupied as temporary or seasonal quarters, it may be stored and tied down on the recreational vehicle site. The affixing of a recreational vehicle to the ground by way of tie-downs or other removable fasteners, and the attachment of carports, porches, screen rooms, and similar appurtenances by way of removable attaching devices, does not render the recreational vehicle a permanent part of the recreational vehicle site.

(11) "Recreational vehicle park" means a place set aside and offered by a person, for either direct or indirect remuneration of the owner, lessor, or operator of such place, for the parking, accommodation, or rental of five or more recreational vehicles or tents; and the term also includes buildings and sites set aside for group camping and similar recreational facilities. For the purposes of this chapter, the terms "campground," "camping resort," "RV resort," "travel resort," and "travel park," or any variations of these terms, are synonymous with the term "recreational vehicle park."

Attachment: Definitions (2022-O-3046 : Major Comprehensive Plan Text Amendment - Holly Hill RV Park)

320.01 Definitions, general.—As used in the Florida Statutes, except as otherwise provided, the term:

(b) A recreational vehicle-type unit primarily designed as temporary living quarters for recreational, camping, or travel use, which either has its own motive power or is mounted on or drawn by another vehicle. Recreational vehicle-type units, when traveling on the public roadways of this state, must comply with the length and width provisions of s. 316.515, as that section may hereafter be amended. As defined below, the basic entities are:

1. The "travel trailer," which is a vehicular portable unit, mounted on wheels, of such a size or weight as not to require special highway movement permits when drawn by a motorized vehicle. It is primarily designed and constructed to provide temporary living quarters for recreational, camping, or travel use. It has a body width of no more than 81/2 feet and an overall body length of no more than 40 feet when factory-equipped for the road.

2. The "camping trailer," which is a vehicular portable unit mounted on wheels and constructed with collapsible partial sidewalls which fold for towing by another vehicle and unfold at the campsite to provide temporary living quarters for recreational, camping, or travel use.

3. The "truck camper," which is a truck equipped with a portable unit designed to be loaded onto, or affixed to, the bed or chassis of the truck and constructed to provide temporary living quarters for recreational, camping, or travel use.

4. The "motor home," which is a vehicular unit which does not exceed the length, height, and width limitations provided in s. 316.515, is a self-propelled motor vehicle, and is primarily designed to provide temporary living quarters for recreational, camping, or travel use.

5. The "private motor coach," which is a vehicular unit which does not exceed the length, width, and height limitations provided in s. 316.515(9), is built on a self-propelled bus type chassis having no fewer than three load-bearing axles, and is primarily designed to provide temporary living quarters for recreational, camping, or travel use.

6. The "van conversion," which is a vehicular unit which does not exceed the length and width limitations provided in s. 316.515, is built on

Attachment: Definitions (2022-O-3046 : Major Comprehensive Plan Text Amendment - Holly Hill RV Park)

a self-propelled motor vehicle chassis, and is designed for recreation, camping, and travel use.

7. The “park trailer,” which is a transportable unit which has a body width not exceeding 14 feet and which is built on a single chassis and is designed to provide seasonal or temporary living quarters when connected to utilities necessary for operation of installed fixtures and appliances. The total area of the unit in a setup mode, when measured from the exterior surface of the exterior stud walls at the level of maximum dimensions, not including any bay window, does not exceed 400 square feet when constructed to ANSI A-119.5 standards, and 500 square feet when constructed to United States Department of Housing and Urban Development Standards. The length of a park trailer means the distance from the exterior of the front of the body (nearest to the drawbar and coupling mechanism) to the exterior of the rear of the body (at the opposite end of the body), including any protrusions.

8. The “fifth-wheel trailer,” which is a vehicular unit mounted on wheels, designed to provide temporary living quarters for recreational, camping, or travel use, of such size or weight as not to require a special highway movement permit, of gross trailer area not to exceed 400 square feet in the setup mode, and designed to be towed by a motorized vehicle that contains a towing mechanism that is mounted above or forward of the tow vehicle’s rear axle.

Attachment: Definitions (2022-O-3046 : Major Comprehensive Plan Text Amendment - Holly Hill RV Park)

HOLLY HILL
FLORIDA

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Ordinance

MEETING DATE: **September 12, 2022**
FROM: **Brian Walker**
SUBJECT: **SECOND READING - an Ordinance of the City of Holly Hill, Florida, Amending the Land Development Regulations, by Rezoning the Parcels Described in Exhibit "A" from CC-1 (Commercial Corridor District) and B-5 (General Commercial District) and R-2 (Low-Medium Density Single-Family Residential District) and I-2 (Heavy Industrial District) to BPUD (Business Planned Unit Development); Providing for Conflicting Ordinances; Providing for Severability; and Providing an Effective Date.**
NUMBER: **2022-O-3053**
APPLICANT: **Brian Walker**
PLANNER:

INTRODUCTION:

Holly Hill RV Park - Consider a Rezone from CC-1 (Commercial Corridor) and B-5 (General Commercial District) and R-2 (Low-Medium Density Single-Family Residential District) and I-2 (Heavy Industrial District), to BPUD (Business Planned Unit Development) with the associated written Development Agreement and Preliminary Plan, for approximately 24 acres, on the north side of Flomich Street, immediately west of the FEC Railroad and east of Tuscaloosa Avenue, and specifically identified by the Property Appraiser's Office as parcels 4242-04-28-0171 aka 490 Flomich Street, 4242-38-02-0080, 4242-38-02-0010 and 4242-38-01-0010 aka 504 Flomich. (Mark Karet of Zev Cohen & Associates, Inc. - Applicant).

BACKGROUND:

The parcels identified in the introduction are assigned the FLU and zonings shown in Exhibits E and F. The applicant is requesting a rezone to BPUD (Business Planned Unit Development) in order to develop a 90-unit recreational vehicle park with 10 tent spaces. Additional amenities are as shown on the attached Preliminary Development Plan. Currently, most of the property is vacant except for a 1280 square foot structure on the east side of the property.

BPUD zoning is being requested because there are no straight zoning districts that permit a recreational vehicle park.

COMPREHENSIVE PLAN (FLU) AND ZONING ANALYSIS:

Adjacent land uses and zoning are as follows:

North: FLU is Low Density Residential and Zoning is R-2 (Low-Medium Density Residential)
South: FLU is Low Density Residential and Wholesale Commercial and Industrial and Zoning is CC-1(Commercial Corridor) and R-3 (Medium Density Residential)
East: FLU is Wholesale Commercial and Industrial and Zoning is CC-1 (Commercial Corridor)
West: FLU is Low Density Residential and Zoning is R-2 (Low-Medium Density Residential)

Site Analysis

Size of Property: The property is made up of 4 parcels with a total area of about 24 acres.

General Location: The parcels are generally located on the north side of Flomich Street, immediately west of the FEC Railroad and east of Tuscaloosa Avenue (Exhibit A)

Boundary Survey and Legal Description: (Exhibit B)

Parcel Identification Numbers: 4242-04-28-0171 aka 490 Flomich Street, 4242-38-02-0080, 4242-38-02-0010 & 4242-38-01-0010 aka 504 Flomich. (Exhibit C)

Frontage: The property has approximately 1170 feet of frontage along Flomich Street.

Access: Vehicular access will be provided via Flomich Street.

Aerial Photography: (Exhibit D)

Existing Development: The property known as 4242-04-28-0171 (490 Flomich Street) currently contains a warehouse type structure that is approximately 1280 square feet in size. All other parcels are vacant.

Future Land Use Designation: The current FLU designation of the property known as 4242-04-28-0171 (490 Flomich Street) is Wholesale Commercial and Industrial. The FLU designation of 4242-38-02-0080, 4242-38-02-0010 & 4242-38-01-0010 aka 504 Flomich is Low Density Residential. (Exhibit E)

Zoning: The current zonings on the property known as 4242-04-28-0171 (490 Flomich Street) are B-5, R-2, I-2 and CC-1. The zoning on parcels 4242-38-02-0080, 4242-38-02-0010 & 4242-38-01-0010 aka 504 Flomich, is R-2. (Exhibit F)

Floodplain Impacts: Based on the 2017 FIRM Panel 12127C0218K with an effective date of 9/29/2017, there are floodplains on the subject property. (Exhibit G)

Wetland Impacts: Based on wetland map analysis provided by the applicant, there are wetlands on the subject property as well as a canal. (Exhibit H)

Buffers: 25-foot landscaped buffers along property lines will be required as shown on the Preliminary Development Plan.

Environmental: Prior to development the applicant will be required identify known plants and animals which inhabit the site that are listed as federal and state endangered species, threatened species, or species of special concern such as Gopher Tortoise.

Consistency with the Land Development Code and Appropriateness of the Requested Zoning

The proposed Business Planned Unit Development (BPUD) zoning designation and the associated Preliminary Development Plan and Development Agreement, have been evaluated for compatibility with the Land Development Regulations of Holly Hill in accordance with all applicable portions of Chapter 114, Division 13 and Section 114-771.

The appropriateness of the requested uses within the BPUD have also been evaluated and compared to the existing uses in the immediate area. The uses in the surrounding area under consideration for the rezone, are varied. To the east is a railroad and across the street to the south are commercial uses. To the west are residential homes, and to the north is a golf course. Currently, the properties that are the subject of the rezone request, also allow a variety of uses. Such uses range from residential on the west, to various types of commercial on the east and heavy industrial on the north. Therefore, eliminating the residential, commercial and heavy industrial uses of the 24 acres under consideration, and replacing them with an upscale RV Park that is less intense than the commercial uses in the area, and that does not exceed the permitted number of dwelling units per acre permitted on the residential parcels, is appropriate for the area.

Additionally, the rezone request and development as shown on the Preliminary Plan, is consistent with the Land Development Regulations of Holly Hill.

Consistency with the Comprehensive Plan

The rezone request has been evaluated for consistency with all applicable policies of the City's Comprehensive Plan. The request is consistent with the City's Comprehensive Plan and specifically with Policy 1.1.2 which states with regard to the specific parcels that are the subject of the rezone request:

Recreational vehicle parks shall be permitted only on the following parcels having the low density residential future land use: 4242-38-02-0080 and 4242-38-02-0010 and 4242-38-01-0010, except that the development must also incorporate in its entirety, parcel number 4242-04-28-0171 having the Industrial future land use. The development of a recreational vehicle park shall be reviewed and approved only though the Planned Development rezone process.

Recreational vehicle parks shall be permitted only on the following parcel having the Industrial future land use: 4242-04-28-0171. The development of a recreational vehicle park shall be reviewed and approved only though the Planned Development rezone process.

Board of Planning and Appeals Recommendation

At its meeting on Monday August 1, 2022, the Board of Planning and Appeals voted unanimously to recommend approval of the requested rezone.

STAFF RECOMMENDATION:

Recommend the City Commission adopt the Ordinance enacting a Rezone from CC-1 (Commercial Corridor) and B-5 (General Commercial District) and R-2 (Low-Medium Density Single-Family Residential District) and I-2 (Heavy Industrial District), to BPUD (Business

Planned Unit Development) with the associated written Development Agreement and Preliminary Plan, for approximately 24 acres, on the north side of Flomich Street, immediately west of the FEC Railroad and east of Tuscaloosa Avenue, and specifically currently identified by the Property Appraiser's Office as parcels 4242-04-28-0171 aka 490 Flomich Street, 4242-38-02-0080, 4242-38-02-0010 and 4242-38-01-0010 aka 504 Flomich.

ATTACHMENTS:

- Written Dev Agreement (PDF)
- Preliminary Development Plan (PDF)
- Chapter 114 - Division 13 (PDF)
- Chapter 114-771 - PD Regulations (PDF)
- Exhibit A - Location Map (PDF)
- Exhibit B - Boundary & Legal Description (PDF)
- Exhibit C - Property Appraiser's Info Sheets (PDF)
- Exhibit D - Aerial Map (PDF)
- Exhibit E - Future Land Use Map (PDF)
- Exhibit F - Current Zoning Map (PDF)
- Exhibit G - Flood Map (PDF)
- Exhibit H - Wetlands and Surface Waters Map (PDF)
- Proposed Zoning Map - BPUD (PDF)

HISTORY:

08/23/22 City Commission APPROVED AT 1ST READING
Next: 09/12/22

Mayor Via informed the City Commission that this is an ex parte agenda item and if any member of the City Commission has had any communication with the applicants pertaining to this item, please make that known at this time. Rainer and Julie Martens and Robin Hanger were present for their item.

Commissioners Penny, Currie, Danio and Mayor Via have spoken to Robin Hanger and/or Rainer and Julie Martens about the Holly Hill RV Park, agenda item. Commissioner Johnson mentioned that he has not had any direct conversation with either of the applicants, however, there has been a lot of people talking about it that he is aware of the RV Park.

Mayor Via opened public participation.

Jake Stehr, Zev Cohen and Associates, Inc., Landscape Architect for the project spoke briefly and was available for any questions.

Ordinance No. 2022-3053

SECOND READING - AN ORDINANCE OF THE CITY OF HOLLY HILL, FLORIDA, AMENDING THE LAND DEVELOPMENT REGULATIONS, BY REZONING THE PARCELS DESCRIBED IN EXHIBIT "A" FROM CC-1 (COMMERCIAL CORRIDOR DISTRICT) AND B-5 (GENERAL COMMERCIAL DISTRICT) AND R-2 (LOW-MEDIUM DENSITY SINGLE-FAMILY RESIDENTIAL DISTRICT) AND I-2 (HEAVY INDUSTRIAL DISTRICT) TO BPUD (BUSINESS PLANNED UNIT DEVELOPMENT); PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

AN ORDINANCE OF THE CITY OF HOLLY HILL, FLORIDA, AMENDING THE LAND DEVELOPMENT REGULATIONS, BY REZONING THE PARCELS DESCRIBED IN EXHIBIT A FROM CC-1 (COMMERCIAL CORRIDOR DISTRICT) AND B-5 (GENERAL COMMERCIAL DISTRICT) AND R-2 (LOW-MEDIUM DENSITY SINGLE-FAMILY RESIDENTIAL DISTRICT) AND I-2 (HEAVY INDUSTRIAL DISTRICT) TO BPUD (BUSINESS PLANNED UNIT DEVELOPMENT); PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Holly Hill, Volusia County, Florida, has adopted a comprehensive plan pursuant to, and in compliance with 163.3161 et. Seq., Florida Statutes; and

WHEREAS, the City Commission, as authorized by 163.3202, Florida Statutes, has enacted and does enforce the Land Development Regulations, based on, related to, and as a means to implement its adopted comprehensive plan; and

WHEREAS, the Holly Hill Board of Planning and Appeals has recommended that the requested rezoning be granted; and

WHEREAS, the City Commission has determined that it is necessary to amend

its Land Development Regulations as herein provided in order to more effectively implement its adopted comprehensive plan.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA:

SECTION 1. The Official Zoning Map of the City of Holly Hill is hereby amended to designate the property described in Exhibit A as BPUD (Business Planned Unit Development)

pursuant to the provisions contained in the attached Development Agreement, attached to this Ordinance as Exhibit B and incorporated in this Ordinance by reference.

SECTION 2. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance, or application hereof, is for any reason held invalid or unconstitutional by any Court, such portion or application shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions or application hereof.

SECTION 3. That all ordinances made in conflict with this Ordinance are hereby repealed.

SECTION 4. That this Ordinance shall be posted at City Hall as required by law.

SECTION 5. That this Ordinance shall become effective following approval of the Comprehensive Plan text amendment designated as 22-01ESR, by the Florida Department of Economic Opportunity and certification of the same amendment by the Volusia Growth Management Commission.

APPROVED AND AUTHENTICATED on this 12th day of SEPTEMBER,

2022 for second and final reading.

EXHIBIT A

LEGAL DESCRIPTION

LEGAL DESCRIPTION:

(PER OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY COMMITMENT NO. 1049061, DATED MARCH 29,2021)

PARCEL 1:

LOTS 1 THROUGH 7, BLOCK B, BUSINESS SECTION HOLLY HILL HEIGHTS, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 10, PAGE 180, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA. TOGETHER WITH THE 20 FOOT ALLEY ADJOINING LOTS 1 TO 6, BLOCK AND TOGETHER WITH THE EASTERLY 1/2 OF VACATED MOBILE STREET, SAID EASTERLY 1/2 OF MOBILE STREET CONTAINED WITHIN THE WESTERLY EXTENSION OF THE NORTHERLY AND SOUTHERLY LINE OF AFORESAID PARCEL.

PARCEL 2:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 5, BLOCK A, BUSINESS SECTION, HOLLY HILL HEIGHTS, ACCORDING TO MAP THEREOF ON RECORD IN THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, IN PLAT BOOK 10, PAGE 180; THENCE EASTERLY ALONG THE NORTHERLY SIDE OF FLOMICH AVENUE (A 60 FOOT STREET), 150 FEET, SAME BEING THE CENTER OF FORMER MOBILE STREET HERETOFORE VACATED; THENCE NORTHERLY ALONG THE CENTER OF SAID MOBILE STREET A DISTANCE OF 600 FEET TO A POINT, WHICH POINT IS 150 FEET EASTERLY FROM THE NORTHWEST CORNER OF LOT 21, BLOCK A, AFORESAID; THENCE WESTERLY ALONG THE NORTHERLY LINE OF LOT 21, BLOCK A, AS EXTENDED AFORESAID, 150 FEET TO SAID NORTHWEST CORNER OF SAID LOT 21, BLOCK A, AFORESAID; THENCE SOUTHERLY A DISTANCE OF 600 FEET TO THE POINT OF BEGINNING.

PARCEL 3:

LOTS 8 THROUGH 15, INCLUSIVE, BLOCK B, HOLLY HILL HEIGHTS, BUSINESS

SECTION, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 10, PAGE 180, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, AND THE EAST 1/2 OF VACATED MOBILE STREET APPURTENANT THERETO.

PARCEL 4:

A PORTION OF LOTS 16, 17, 18, 26, 27, 28 & 29 LYING WESTERLY OF THE CENTERLINE OF A DRAINAGE CANAL, ALL BEING IN BLOCK 28, MARY C. FLEMMING SUBDIVISION, OF THE THOMAS FITCH GRANT AS PER MAP RECORDED IN PLAT BOOK 1, PAGE 1 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT THE INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY LINE OF FLOMICH AVENUE, A 50 FOOT RIGHT-OF-WAY AS SHOWN ON PLAT BOOK 1, PAGE 1 OF THE MARY C. FLEMMING SUBDIVISION, OF THE THOMAS FITCH GRANT AND THE WESTERLY RIGHT-OF-WAY OF THE FLORIDA EAST COAST RAILROAD, A 100 FOOT RIGHT-OF-WAY AS LAID OUT AND USED; THENCE SOUTH 65 DEGREES 00 MINUTES 26 SECONDS WEST ALONG SAID NORTHERLY RIGHT-OF-WAY OF FLOMICH AVENUE, A DISTANCE OF 928.63 FEET TO AN INTERSECTION OF SAID NORTHERLY RIGHT-OF-WAY AND EASTERLY EXTENSION OF THE EASTERLY LINE OF BLOCK B, BUSINESS SECTION HOLLY HILL HEIGHTS, AS SHOWN IN PLAT BOOK 10, PAGE 180 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE ALONG SAID EASTERLY LINE OF BLOCK B NORTH 25 DEGREES 04 MINUTES 04 SECONDS WEST, A DISTANCE OF 633.88 FEET TO THE NORTHERLY LINE OF SAID LOT 26 AND THE CENTERLINE OF KANSAS AVENUE, A 60 FOOT RIGHT-OF-WAY AS SHOWN ON SAID MAP OF BUSINESS SECTION HOLLY HILL HEIGHTS; THENCE ALONG SAID NORTHERLY LINE OF LOTS 26 AND 27 AND ALONG THE SAID CENTERLINE OF KANSAS AVENUE, AS ALSO SHOWN ON PLAT BOOK 26, PAGE 79, GOLF CLUB ESTATES, A RESUBDIVISION OF BLOCKS 1, 2, 3 AND 4, HOLLY HILL HEIGHTS, NORTH 64 DEGREES 59 MINUTES 17 SECONDS EAST, A DISTANCE OF 284.71 FEET; THENCE DEPARTING SAID NORTHERLY LINE NORTH 00 DEGREES 38 MINUTES 33 SECONDS EAST, A DISTANCE OF 704.14 FEET, TO THE SOUTHERLY RIGHT-OF-WAY OF ALABAMA AVENUE, A 50 FOOT RIGHT-OF-WAY AS SHOWN ON SAID PLAT BOOK 1, PAGE 1, MARY C. FLEMMING SUBDIVISION; THENCE NORTH 64 DEGREES 59 MINUTES 17 SECONDS EAST, ALONG SAID SOUTHERLY RIGHT-OF-WAY, A DISTANCE OF 340.18 FEET, TO THE AFORESAID WESTERLY RIGHT-OF-WAY OF THE FLORIDA EAST COAST RAILROAD, THENCE SOUTH 24 DEGREES 59 MINUTES 24 SECONDS EAST, ALONG SAID WESTERLY RIGHT-OF-WAY, A DISTANCE OF 1268.92 FEET TO THE PONT OF BEGINNING.

EXHIBIT B

Exhibit to Ordinance 3053

DEVELOPMENT AGREEMENT for the project known as Holly Hill RV Resort Planned Unit Development (PUD) located at 490 Flomich Street, Holly Hill, Florida. 32117 (hereinafter referred to as the "Subject Property").

THIS DEVELOPMENT AGREEMENT (hereinafter referred to as the "Agreement") is entered into and made as of the ___ day of _____, 2022, by and between the CITY OF HOLLY HILL, a Florida municipal corporation, with a mailing address of 1065 Ridgewood Ave. Holly Hill, FL 32117 (hereinafter referred to as the "City"), and the Holy Hill RV Resort, LLC, a Florida limited liability company with a mailing address of 950 Ridgewood Ave, Holly Hill, Florida 32117 (hereinafter referred to as the "Owner/Developer").

W I T N E S S E T H

WHEREAS, the Owner/Developer warrants that it holds legal title to the lands located in Volusia County, Florida, and within the corporate limits of the City of Holly Hill, said lands being more particularly described in **Exhibit "A"**, Legal Description for the Subject Property, attached hereto and by this reference made a part hereof; and that the holders of any and all liens and encumbrances affecting such property will subordinate their interests to this Agreement; and

WHEREAS, the Owner/Developer has clear title of the Subject Property and intends to develop such property as a high-quality recreation vehicle (RV) park; and

WHEREAS the Owner/Developer to facilitate the orderly development of the Subject Property in compliance with the laws and regulations of the City and of other governmental authorities, and the Owner/Developer desires to ensure that its development is compatible with other properties in the area and planned traffic patterns; and

WHEREAS the development permitted or proposed under this Development Agreement is consistent with the City's Comprehensive Plan, concurrency management system, and all land development regulations; and

WHEREAS it is the purpose of this Agreement to clearly set forth the understanding and agreement of the parties concerning the matters contained herein; and

WHEREAS the Owner/Developer has sought the City's approval to develop the Subject Property, and the City approved **Ordinance No. 3053**, through rezoning the Subject Property to a form of Planned Unit Development (PUD), as defined under the City's Land Development Code. The PUD shall consist of this Written Agreement and the Preliminary Development Plan attached as **Exhibit "B"**, subject to the covenants, restrictions, and easements offered by the Owner/Developer and contained herein, (hereinafter the "Master Development Plan"). Where more detailed criteria for City required submittals exceed the criteria required for a Master Development Plan, the more detailed criteria apply.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which

is hereby acknowledged, the parties hereto agree as follows:

1. Recitals and Definitions. The recitals herein contained are true and correct and are incorporated herein by reference. All capitalized terms not otherwise defined herein shall be as defined or described in the City's Land Development Code as it may be amended from time to time, unless otherwise indicated.

2. **Ownership.** The legal and equitable owners of the Subject Property are: Holly Hill RV Resort, LLC.

3. **Title Opinion/Certification.** The Owner/Developer will provide to the City, in advance of the City's execution and recordation of this Agreement, proof of unified title or a title opinion from a licensed attorney in the state of Florida, or a certification by an abstractor or title company authorized to do business in the state of Florida, verifying marketable title to the Subject Property to be in the name of the Owner/Developer and any and all liens, mortgages, and other encumbrances that are either satisfied or not satisfied or released of record.

4. **Subordination/Joinder.** Unless otherwise agreed to by the City and if applicable, all liens, mortgages, and other encumbrances that are not satisfied or released of record, must be subordinated to the terms of this Agreement or the Lien holder join in this Agreement. It shall be the responsibility of the Owner/Developer to promptly obtain the said subordination or joinder, in form and substance that is acceptable to the City Attorney, prior to the execution and recordation of this Agreement.

5. **Duration.** The duration of this Agreement is binding and runs with the land in perpetuity, unless amended.

6. **Development of the Subject Property**. Development of the Subject Property shall be subject to performance standards listed in this Agreement. Where a land use listed below differs from a defined use in the City of Holly Hill's Code of Ordinances, the use listed in this Agreement shall prevail.

A. Permitted principal uses allowable on the Subject Property:
1. Ninety (90) recreational vehicle spaces
2. Ten (10) tent campsites
3. Recreational Vehicle park accessories and amenities including, but not limited, to a clubhouse, café, pool, camp store, fire pits, out-door amphitheater, dog park, fitness center, walking trails, a playground, picnic facilities, restrooms, showers, laundry, utility hook-ups, boat dock.

B. Prohibited principal uses, if any:
1. Long-term rentals of RV spaces, or tent campsites in excess of six (6) months.

C. Maximum intensity (measured in floor area ratio) on land with an industrial future land use: Point three-five (.35)

D. Maximum density (measured in RV units per acre) on land with a low density residential future land use: Six (6) units per net acre.

E. Impervious surface area is not to exceed seventy (70) percent of the gross square footage of property that is not required for stormwater management and compensating storage.

F. Minimum landscaping and buffer-yard requirements are as shown and stated on the Preliminary Plan.

G. Minimum lot size / project area: Twenty (20) acres.

H. Project Perimeter setbacks from property line to building or RV spaces:
a. West boundary: Twenty-five (25) feet
b. South boundary (Flomich Street): Twenty-five (25) feet <u>average with a minimum distance of twenty (20) feet</u>
c. East boundary (railroad tracks): Zero (0) feet
d. North boundary: Twenty-five (25) feet

I. Landscaped buffers of twenty-five feet (25') are required where shown on the Preliminary Plan. Buffer requirements per 100 linear feet are two shade trees, three understory trees, and a continuous hedge. Adjacent to all residential, a fence will be located on the property line with interior landscaping. Adjacent to all public ROW, the fence will be located behind a continuous hedge. All trees will have a minimum height of 8' and a minimum caliper of 2". All shrubs will be installed such that within one year of planting they will have attained a minimum height of 3'. Palms are not to be utilized to meet the buffer tree requirements.

J. Maximum building height: Thirty-five (35) feet

K. Minimum parking standards are as shown and stated on the Preliminary Plan.

L. Lighting shall not exceed .5-foot candles at the property line.

M. Utility provision and dedication: The Owner/Developer shall connect to the City of Holly Hill's central utility systems, when available, or to Volusia County's central utility systems, where applicable, at their sole cost and expense. Utility fees shall be paid to City of Holly Hill Water or Volusia County, respectively, before any building permit is issued.

N. Stormwater and environmental: Per parcel stormwater systems or master stormwater systems shall be owned and maintained by the property owner in private ownership, and shall not be dedicated to or become the responsibility of the City of Holly Hill.

All environmental permitting, mitigation, and/or soil and erosion control for the property shall conform to all federal, state, and local permits/requirements, shall be the sole responsibility of the property owner, and shall be maintained in good condition/standing with the applicable permitting authorities. Best Management Practices and conformance to National Pollutant Discharge Elimination System (NPDES) criteria are required.

O. Transportation, site access, and traffic devices: The Owner/Developer is responsible for all transportation improvements within the Subject Property and any off-site transportation requirements needed because of the proposed development, for site function, which maintains or improves the level of service for area roadways, and ensures the public health, safety, and welfare for the community. All permits shall be obtained from appropriate permitting agencies prior to development and the City shall determine the appropriate level of service per the City Comprehensive Plan and current traffic counts.

7. **Development Permits/Fees.** The Owner/Developer is responsible for obtaining, permitting, and the payment of all fees for facilities and services for the Subject Property. Any site permits shall be kept current with the respective permitting agency and shall ensure the protection of the public health, safety, and welfare of the community and the development. All impact fees are applicable, and no impact fee credits shall be awarded through this Agreement; unless a cessation exists through a City moratorium that is Citywide. Proportionate fair share site improvements shall not be used in lieu of impact fees.

8. **Obligations.** Should the Owner/Developer fail to undertake and complete its obligations as described in this Agreement to the City's specifications, then the City shall give the Owner/Developer forty-five (45) days written notice to commence and one hundred-twenty (120) days to complete said required obligation. If the Owner/Developer fails to complete the obligations within the one hundred-twenty (120) day period, then the City, without further notice to the Owner/Developer, or its successors in interest, may, without prejudice to any other rights or remedies it may have, place liens and take enforcement action on the Subject Property. A lien of such assessments shall be superior to all others, and all existing lienholders and mortgagees, by their execution of the subordination or joinder documents, agree to subordinate their liens or mortgages to the City’s said liens or assessments. Notice to the Owner/Developer or Developer and its successors in interest shall be deemed to have been given upon the mailing of notice to the address or addresses set forth in **Paragraph 17** hereof.

9. **Site Plan/Plat Approval. The Master Development Plan**, is the Preliminary Plan of the PUD and this Written Agreement. The Master Development Plan depicts the general location and arrangement of the proposed uses, building and other improvements to the site. The Master Development Plan shall not replace, supersede, or absolve the Owner/Developer from approvals for any site plan, preliminary plat, and/or final plat and their respective regulations. Where more detailed criteria for City required submittals exceed the criteria required for the

Overall Development Plan, the more detailed criteria apply.

10. **Indemnification.** The Owner/Developer shall indemnify and hold the City harmless from any and against all claims, demands, disputes, damages, costs, expenses, (to include attorneys' fees whether or not litigation is necessary and if necessary, both at trial and on appeal), incurred by the City as a result, directly or indirectly, of the use or development of the Subject Property, except those claims or liabilities caused by or arising from the negligence or intentional acts of the City, or its employees or agents. It is specifically understood that the City is not guaranteeing the appropriateness, efficiency, quality or legality of the use or development of the Subject Property, including but not limited to, drainage or water/sewer plans, fire safety, or quality of construction, whether inspected, approved, or permitted by the City.

11. **Compliance.** The Owner/Developer agrees that it, and their successors and assigns, will abide by the provisions of this Agreement, the City's Comprehensive Plan and the City's Code of Ordinances, including but not limited to, the site plan regulations of the City as amended from time to time, which are incorporated herein by reference and such subsequent amendments hereto as may be applicable. Further, all required improvements, including landscaping, shall be continuously maintained by the Owner/Developer, or their successors and assigns, in accordance with the City's Code of Ordinances. The City may, without prejudice to any other legal or equitable right or remedy it may have, withhold permits, Certificates of Occupancy, or plan/plat approvals to the Subject Property, should the Owner/Developer fail to comply with the terms of this Agreement. In the event of a conflict between this Development Agreement and the City's Land Development Code, the more restrictive regulations shall govern the development of the Subject Property.

12. **Obligations for Improvements.** Any surface improvement as described and required hereunder included, but not limited to such as fences, stormwater management facilities and utilities, or any other surface improvement shall be performed, prior to the issuance of the first Certificate of Occupancy on that portion of the Subject Property that the surface improvement(s) relates or is otherwise scheduled in this Agreement. Should the Owner/Developer fail to undertake and complete its obligations as described in this Agreement and to the City's specifications, then the City shall give the Owner/Developer forty-five (45) days written notice to commence and one hundred-twenty (120) days to complete said required obligation at the sole expense of the Owner/Developer. If the Owner/Developer fails to complete the obligations within the one hundred-twenty (120) day period, then the City, without further notice to the Owner/Developer and their successors and assigns in interest, may but shall not be required to, perform such obligations at the expense of the Owner/Developer or their successors and assigns in interest, without prejudice to any other rights or remedies the City may have under this Agreement. Further, the City is hereby authorized to immediately recover the actual and verified cost of completing the obligations required under this Agreement and any legal fees from the Owner/Developer in an action at law for damages, as well as record a lien against the Subject Property in that amount. The lien of such assessments shall be superior to all

others, and all existing lienholders and mortgagees, by their execution of the subordination or joinder documents, agree to subordinate their liens or mortgages to the City's said liens or assessments. Notice to the Owner/Developer or Developer and their successors and assigns in interest shall be deemed to have been given upon the mailing of notice as provided **in paragraph 17** of this Agreement.

13. **Environmental and Tree Preservation.** The Owner/Developer is responsible to obtain all site related permits and approval prior to any development activity on or for the Subject Property. This may involve mitigation for habitat of threatened or endangered flora and fauna, or for species identified for proportion (i.e., tree preservation). This Agreement does not vest or exempt the Owner/Developer from any permitting and mitigation obligations needed to develop a Subject Property.

14. **Enforcement.** Both parties may seek specific performance of this Agreement and/or bring an action for damages in a court within Volusia County, Florida, if either party breaches this Agreement. If enforcement of this Agreement by the City becomes necessary, and the City is successful in such enforcement, the Owner/Developer shall be responsible for the payment of all the City's costs and expenses, including attorney fees, whether or not litigation is necessary and, if necessary, both at trial and on appeal. Such costs, expenses and fees shall also be a lien upon the Subject Property superior to all others. Should this Agreement require the payment of any monies to the City, the recording of this Agreement shall constitute a lien upon the Subject Property for said monies, until said are paid, in addition to such other obligations as this Agreement may impose upon the Subject Property and the Owner/Developer. Interest on unpaid overdue sums shall accrue at the rate of the lesser of eighteen percent (18%) compounded annually or at the maximum rate allowed by law.

15. **Utility Easements.** For any easement not established on a plat for the Subject Property, the Owner/Developer shall provide to the City such easements and other legal documentation, in a form mutually acceptable to the City Attorney and the Owner/Developer, as the City may deem reasonably necessary or appropriate for the installation and maintenance of the utility and other services, including but not limited to, sanitary sewer, potable water, and reclaimed water services, electric, cable, gas, fire protection and telecommunications.

16. **Periodic Review.** The City reserves the right to review the Subject Property in relation to this Agreement periodically to determine if there has been demonstrated good faith compliance with the terms of this Agreement. If the City finds that based on substantial competent evidence that there has been a failure to comply with the terms of this Agreement, the City may not issue development orders or permits until compliance with this Agreement has been established.

17. **Notices.** Where notice is herein required to be given, it shall be by certified mail return receipt requested, hand delivery or nationally recognized courier, such as Federal Express or UPS. E-mail delivery of documents shall not replace or be in lieu of the aforementioned process. Said notice shall be sent to the following, as applicable:

OWNER / DEVELOPER'S REPRESENTATIVES:

Mr. Robin Hanger

Holy Hill RV Resort, LLC

950 Ridgewood Avenue

Holly Hill, Florida 32117

Rainer and Julie Martens

2190 John Anderson Drive

Ormond Beach, FL, 32176

CITY'S REPRESENTATIVES:

City Manager

City of Holly Hill

1065 Ridgewood Avenue

Holly Hill, Florida 32117

With copy to:

Director of the Community Development Department

City of Holly Hill

1065 Ridgewood Avenue

Holly Hill, Florida 32117

Should any party identified above change, it shall be said party's obligation to notify the remaining parties of the change in a fashion as is required for notices herein. It shall be the Owner/Developer's obligation to identify its lender(s) to all parties in a fashion as is required for notices herein.

18. **Compliance with the Law.** The failure of this Agreement to address a particular permit, condition, term, or restriction shall not relieve the Owner/Developer of the Subject Property from the necessity of complying with the law governing said permitting requirements, conditions, terms, or restrictions.

19. **Captions.** The captions used herein are for convenience only and shall not be relied upon in construing this Agreement.

20. **Binding Effect.** This Agreement shall run with the land, shall be binding upon and inure to the benefit of the Owner/Developer and their successors and assigns in interest, and the City and their successor and assigns in interest. This Agreement shall become effective upon its execution and recordation with the Public Records of Volusia County, Florida. This Agreement does not, and is not intended to, prevent, or impede the City from exercising its legislative authority as the same may affect the Subject Property.

21. **Subsequently Enacted State or Federal Law.** If either state of federal law is enacted after the effective date of this Agreement that is applicable to and precludes the parties' compliance with the terms of this Agreement, this Agreement and correlating zoning amendment shall be modified or revoked, as is necessary, to comply with the relevant state or federal law.

22. **Severability.** If any part of this Development Agreement is found invalid or unenforceable in any court, such invalidity or unenforceability shall not affect the other parts of this Development Agreement if the rights and obligations of the parties contained herein are not materially prejudiced and if the intentions of the parties can be affected. To that end, this Development Agreement is declared severable.

23. **Covenant Running with the Land.** This Agreement shall run with the Subject Property and inure to and be for the benefit of the parties hereto and their respective successors and assigns and any person, firm, corporation, or entity who may become the successor in interest to the Subject Property or any portion thereof.

24. **Recordation of Agreement.** The parties hereto agree that an executed original of this Agreement shall be recorded by the City, at the Developer's expense, in the Public Records of Volusia County, Florida.

25. **Applicable Law/Venue.** This Agreement and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida. Venue of any litigation relating to this Agreement shall be in the courts of Volusia County, Florida.

26. **Time of the Essence.** Time is hereby declared of the essence to the lawful performance of the duties and obligations contained in this Agreement. The Owner/Developer shall execute this Agreement within ten (10) business days of City Commission adoption and agrees to pay the cost of recording this document in the Public Records of Volusia County, Florida. Failure to execute this Agreement within ten (10) business days of this ordinance adoption may result in the City not issuing development orders or permits until execution and recordation of this Agreement has occurred.

27. **Agreement; Amendment.** This Agreement constitutes the entire agreement between the parties, and supersedes all previous discussions, understandings, and agreements, with respect to the subject matter hereof; provided, however, that it is agreed that this Agreement is supplemental to the City's Comprehensive Plan and does not in any way rescind or modify any provisions of the City's Comprehensive Plan. Amendments to and waivers of the provisions of this Agreement shall be made by the parties only in writing by formal amendment.

28**. Amendments.** Amendments to the Preliminary Development Plan, shall be subject to the requirements of Section 114-771(g)(4) of the City of Holly Hill Land Development Regulations, which states that minor amendments to the preliminary plan not violating any terms of the written development agreement and not altering the intent and purpose of the Master Development Plan (MDP) may be approved by the Development Code Administrator after such departmental comment as he/she deems appropriate. Minor changes shall be limited to items such as small adjustments to building footprints, allocation of uses within a defined parcel such as retention areas, parking etc. Minor amendments to the preliminary plan not violating any terms of the MDP and not altering the intent and purpose of the MDP may be approved by the Development Code Administrator.

Major amendments will require full review and shall include changes to the general location of uses on the site, except as permitted by the MDP, changes to building styles, changes to landscaping requirements, etc. Decisions as to whether modifications are Major or Minor shall be at the sole discretion of the Development Code Administrator.

29. **Effective Date.** The Effective Date of this Agreement shall be the day this Agreement is recorded in the Public Records of Volusia County, Florida.

IN WITNESS WHEREOF, the Owner/Developer and the City have executed this Agreement.

Exhibit B (2 Pages)

Preliminary Development Plan

Exhibit to Ordinance # 2022-

DEVELOPMENT AGREEMENT for the project known as Holly Hill RV Resort Planned Unit Development (PUD) located at 490 Flomich Street, Holly Hill, Florida. 32117 (hereinafter referred to as the "Subject Property").

THIS DEVELOPMENT AGREEMENT (hereinafter referred to as the "Agreement") is entered into and made as of the ___ day of _____, 2022, by and between the CITY OF HOLLY HILL, a Florida municipal corporation, with a mailing address of 1065 Ridgewood Ave. Holly Hill, FL 32117 (hereinafter referred to as the "City"), and the Holy Hill RV Resort, LLC, a Florida limited liability company with a mailing address of 950 Ridgewood Ave, Holly Hill, Florida 32117 (hereinafter referred to as the "Owner/Developer").

W I T N E S S E T H

WHEREAS, the Owner/Developer warrants that it holds legal title to the lands located in Volusia County, Florida, and within the corporate limits of the City of Holly Hill, said lands being more particularly described in **Exhibit "A"**, Legal Description for the Subject Property, attached hereto and by this reference made a part hereof; and that the holders of any and all liens and encumbrances affecting such property will subordinate their interests to this Agreement; and

WHEREAS, the Owner/Developer has clear title of the Subject Property and intends to develop such property as a high-quality recreation vehicle (RV) park; and

WHEREAS the Owner/Developer to facilitate the orderly development of the Subject Property in compliance with the laws and regulations of the City and of other governmental authorities, and the Owner/Developer desires to ensure that its development is compatible with other properties in the area and planned traffic patterns; and

WHEREAS the development permitted or proposed under this Development Agreement is consistent with the City's Comprehensive Plan, concurrency management system, and all land development regulations; and

WHEREAS it is the purpose of this Agreement to clearly set forth the understanding and agreement of the parties concerning the matters contained herein; and

WHEREAS the Owner/Developer has sought the City's approval to develop the Subject Property, and the City approved **Ordinance No**. 2022- **XX,** through rezoning the Subject Property to a form of Planned Unit Development (PUD), as defined under the City's Land Development Code. The PUD shall consist of this Written Agreement and the Preliminary Development Plan attached as **Exhibit "B"**, subject to the covenants, restrictions, and easements offered by the Owner/Developer and contained herein, (hereinafter the "Master Development Plan"). Where more detailed criteria for City required submittals exceed the criteria required for a Master

Attachment: Written Dev Agreement (2022-O-3053 : Holly Hill RV Park BPUD Rezone)

Development Plan, the more detailed criteria apply.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **Recitals and Definitions.** The recitals herein contained are true and correct and are incorporated herein by reference. All capitalized terms not otherwise defined herein shall be as defined or described in the City's Land Development Code as it may be amended from time to time, unless otherwise indicated.

2. **Ownership.** The legal and equitable owners of the Subject Property are: Holly Hill RV Resort, LLC.

3. **Title Opinion/Certification.** The Owner/Developer will provide to the City, in advance of the City's execution and recordation of this Agreement, proof of unified title or a title opinion from a licensed attorney in the state of Florida, or a certification by an abstractor or title company authorized to do business in the state of Florida, verifying marketable title to the Subject Property to be in the name of the Owner/Developer and any and all liens, mortgages, and other encumbrances that are either satisfied or not satisfied or released of record.

4. **Subordination/Joinder.** Unless otherwise agreed to by the City and if applicable, all liens, mortgages, and other encumbrances that are not satisfied or released of record, must be subordinated to the terms of this Agreement or the Lienholder join in this Agreement. It shall be the responsibility of the Owner/Developer to promptly obtain the said subordination or joinder, in form and substance that is acceptable to the City Attorney, prior to the execution and recordation of this Agreement.

5. **Duration.** The duration of this Agreement is binding and runs with the land in perpetuity, unless amended.

6. **Development of the Subject Property**. Development of the Subject Property shall be subject to performance standards listed in this Agreement. Where a land use listed below differs from a defined use in the City of Holly Hill's Code of Ordinances, the use listed in this Agreement shall prevail.

A. Permitted principal uses allowable on the Subject Property:

1. Ninety (90) recreational vehicle spaces
2. Ten (10) tent campsites
3. Recreational Vehicle park accessories and amenities including, but not limited, to a clubhouse, café, pool, camp store, fire pits, out-door amphitheater, dog park, fitness center, walking trails, a playground, picnic facilities, restrooms, showers, laundry, utility hook-ups, boat dock.

Attachment: Written Dev Agreement (2022-O-3053 : Holly Hill RV Park BPUD Rezone)

B. Prohibited principal uses, if any:
1. Long-term rentals of RV spaces, or tent campsites in excess of six (6) months.

C. Maximum intensity (measured in floor area ratio) on land with an industrial future land use: Point three-five (.35)

D. Maximum density (measured in RV units per acre) on land with a low density residential future land use: Six (6) units per net acre.

E. Impervious surface area is not to exceed seventy (70) percent of the gross square footage of property that is not required for stormwater management and compensating storage.

F. Minimum landscaping and buffer-yard requirements are as shown and stated on the Preliminary Plan.

G. Minimum lot size / project area: Twenty (20) acres.

H. Project Perimeter setbacks from property line to building or RV spaces:
a. West boundary: Twenty-five (25) feet
b. South boundary (Flomich Street): Twenty-five (25) feet <u>average with a minimum distance of twenty (20) feet</u>
c. East boundary (railroad tracks): Zero (0) feet
d. North boundary: Twenty-five (25) feet

I. Landscaped buffers of twenty-five feet (25') are required where shown on the Preliminary Plan. Buffer requirements per 100 linear feet are two shade trees, three understory trees, and a continuous hedge. Adjacent to all residential, a fence will be located on the property line with interior landscaping. Adjacent to all public ROW, the fence will be located behind a continuous hedge. All trees will have a minimum height of 8' and a minimum caliper of 2". All shrubs will be installed such that within one year of planting they will have attained a minimum height of 3'. Palms are not to be utilized to meet the buffer tree requirements.

J. Maximum building height: Thirty-five (35) feet

K. Minimum parking standards are as shown and stated on the Preliminary Plan.

L. Lighting shall not exceed .5-foot candles at the property line.

M. Utility provision and dedication: The Owner/Developer shall connect to the City of Holly Hill's central utility systems, when available, or to Volusia County's central utility systems, where applicable, at their sole cost and expense. Utility fees shall be

Attachment: Written Dev Agreement (2022-O-3053 : Holly Hill RV Park BPUD Rezone)

paid to City of Holly Hill Water or Volusia County, respectively, before any building permit is issued.

N. Stormwater and environmental: Per parcel stormwater systems or master stormwater systems shall be owned and maintained by the property owner in private ownership, and shall not be dedicated to or become the responsibility of the City of Holly Hill. All environmental permitting, mitigation, and/or soil and erosion control for the property shall conform to all federal, state, and local permits/requirements, shall be the sole responsibility of the property owner, and shall be maintained in good condition/standing with the applicable permitting authorities. Best Management Practices and conformance to National Pollutant Discharge Elimination System (NPDES) criteria are required.

O. Transportation, site access, and traffic devices: The Owner/Developer is responsible for all transportation improvements within the Subject Property and any off-site transportation requirements needed because of the proposed development, for site function, which maintains or improves the level of service for area roadways, and ensures the public health, safety, and welfare for the community. All permits shall be obtained from appropriate permitting agencies prior to development and the City shall determine the appropriate level of service per the City Comprehensive Plan and current traffic counts.

7. **Development Permits/Fees.** The Owner/Developer is responsible for obtaining, permitting, and the payment of all fees for facilities and services for the Subject Property. Any site permits shall be kept current with the respective permitting agency and shall ensure the protection of the public health, safety, and welfare of the community and the development. All impact fees are applicable, and no impact fee credits shall be awarded through this Agreement; unless a cessation exists through a City moratorium that is Citywide. Proportionate fair share site improvements shall not be used in lieu of impact fees.

8. **Obligations.** Should the Owner/Developer fail to undertake and complete its obligations as described in this Agreement to the City's specifications, then the City shall give the Owner/Developer forty-five (45) days written notice to commence and one hundred-twenty (120) days to complete said required obligation. If the Owner/Developer fails to complete the obligations within the one hundred-twenty (120) day period, then the City, without further notice to the Owner/Developer, or its successors in interest, may, without prejudice to any other rights or remedies it may have, place liens and take enforcement action on the Subject Property. A lien of such assessments shall be superior to all others, and all existing lienholders and mortgagees, by their execution of the subordination or joinder documents, agree to subordinate their liens or mortgages to the City's said liens or assessments. Notice to the Owner/Developer or Developer and its successors in interest shall be deemed to have been given upon the mailing of notice to the address or addresses set forth in **Paragraph 17** hereof.

Attachment: Written Dev Agreement (2022-O-3053 : Holly Hill RV Park BPUD Rezone)

9. **Site Plan/Plat Approval. The Master Development Plan**, is the Preliminary Plan of the PUD and this Written Agreement. The Master Development Plan depicts the general location and arrangement of the proposed uses, building and other improvements to the site. The Master Development Plan shall not replace, supersede, or absolve the Owner/Developer from approvals for any site plan, preliminary plat, and/or final plat and their respective regulations. Where more detailed criteria for City required submittals exceed the criteria required for the Overall Development Plan, the more detailed criteria apply.

10. **Indemnification.** The Owner/Developer shall indemnify and hold the City harmless from any and against all claims, demands, disputes, damages, costs, expenses, (to include attorneys' fees whether or not litigation is necessary and if necessary, both at trial and on appeal), incurred by the City as a result, directly or indirectly, of the use or development of the Subject Property, except those claims or liabilities caused by or arising from the negligence or intentional acts of the City, or its employees or agents. It is specifically understood that the City is not guaranteeing the appropriateness, efficiency, quality or legality of the use or development of the Subject Property, including but not limited to, drainage or water/sewer plans, fire safety, or quality of construction, whether inspected, approved, or permitted by the City.

11. **Compliance.** The Owner/Developer agrees that it, and their successors and assigns, will abide by the provisions of this Agreement, the City's Comprehensive Plan and the City's Code of Ordinances, including but not limited to, the site plan regulations of the City as amended from time to time, which are incorporated herein by reference and such subsequent amendments hereto as may be applicable. Further, all required improvements, including landscaping, shall be continuously maintained by the Owner/Developer, or their successors and assigns, in accordance with the City's Code of Ordinances. The City may, without prejudice to any other legal or equitable right or remedy it may have, withhold permits, Certificates of Occupancy, or plan/plat approvals to the Subject Property, should the Owner/Developer fail to comply with the terms of this Agreement. In the event of a conflict between this Development Agreement and the City's Land Development Code, the more restrictive regulations shall govern the development of the Subject Property.

12. **Obligations for Improvements.** Any surface improvement as described and required hereunder included, but not limited to such as fences, stormwater management facilities and utilities, or any other surface improvement shall be performed, prior to the issuance of the first Certificate of Occupancy on that portion of the Subject Property that the surface improvement(s) relates or is otherwise scheduled in this Agreement. Should the Owner/Developer fail to undertake and complete its obligations as described in this Agreement and to the City's specifications, then the City shall give the Owner/Developer forty-five (45) days written notice to commence and one hundred-twenty (120) days to complete said required obligation at the sole expense of the Owner/Developer. If the Owner/Developer fails to complete the obligations within the one hundred-twenty (120) day period, then the City, without further notice to the Owner/Developer and their successors and assigns in interest, may but shall not be required to, perform such obligations at the expense of the Owner/Developer or their successors and assigns in interest,

Attachment: Written Dev Agreement (2022-O-3053 : Holly Hill RV Park BPUD Rezone)

without prejudice to any other rights or remedies the City may have under this Agreement. Further, the City is hereby authorized to immediately recover the actual and verified cost of completing the obligations required under this Agreement and any legal fees from the Owner/Developer in an action at law for damages, as well as record a lien against the Subject Property in that amount. The lien of such assessments shall be superior to all others, and all existing lienholders and mortgagees, by their execution of the subordination or joinder documents, agree to subordinate their liens or mortgages to the City's said liens or assessments. Notice to the Owner/Developer or Developer and their successors and assigns in interest shall be deemed to have been given upon the mailing of notice as provided **in paragraph 17** of this Agreement.

13. **Environmental and Tree Preservation.** The Owner/Developer is responsible to obtain all site related permits and approval prior to any development activity on or for the Subject Property. This may involve mitigation for habitat of threatened or endangered flora and fauna, or for species identified for proportion (i.e., tree preservation). This Agreement does not vest or exempt the Owner/Developer from any permitting and mitigation obligations needed to develop a Subject Property.

14. **Enforcement.** Both parties may seek specific performance of this Agreement and/or bring an action for damages in a court within Volusia County, Florida, if either party breaches this Agreement. If enforcement of this Agreement by the City becomes necessary, and the City is successful in such enforcement, the Owner/Developer shall be responsible for the payment of all the City's costs and expenses, including attorney fees, whether or not litigation is necessary and, if necessary, both at trial and on appeal. Such costs, expenses and fees shall also be a lien upon the Subject Property superior to all others. Should this Agreement require the payment of any monies to the City, the recording of this Agreement shall constitute a lien upon the Subject Property for said monies, until said are paid, in addition to such other obligations as this Agreement may impose upon the Subject Property and the Owner/Developer. Interest on unpaid overdue sums shall accrue at the rate of the lesser of eighteen percent (18%) compounded annually or at the maximum rate allowed by law.

15. **Utility Easements.** For any easement not established on a plat for the Subject Property, the Owner/Developer shall provide to the City such easements and other legal documentation, in a form mutually acceptable to the City Attorney and the Owner/Developer, as the City may deem reasonably necessary or appropriate for the installation and maintenance of the utility and other services, including but not limited to, sanitary sewer, potable water, and reclaimed water services, electric, cable, gas, fire protection and telecommunications.

16. **Periodic Review.** The City reserves the right to review the Subject Property in relation to this Agreement periodically to determine if there has been demonstrated good faith compliance with the terms of this Agreement. If the City finds that based on substantial competent evidence that there has been a failure to comply with the terms of this Agreement, the City may not issue development orders or permits until compliance with this Agreement has been established.

Attachment: Written Dev Agreement (2022-O-3053 : Holly Hill RV Park BPUD Rezone)

17. **Notices.** Where notice is herein required to be given, it shall be by certified mail return receipt requested, hand delivery or nationally recognized courier, such as Federal Express or UPS. E-mail delivery of documents shall not replace or be in lieu of the aforementioned process. Said notice shall be sent to the following, as applicable:

OWNER/DEVELOPER'S REPRESENTATIVES:

Mr. Robin Hanger
Holy Hill RV Resort, LLC,
950 Ridgewood Ave
Holly Hill, Florida 32117

Rainer and Julie Martens
2190 John Anderson Drive
Ormond Beach, FL, 32176

CITY'S REPRESENTATIVES:
City Manager
City of Holly Hill
1065 Ridgewood Ave.
Holly Hill, Florida 32117

With copy to:
Director
Community Development
City of Holly Hill
1065 Ridgewood Ave.
Holly Hill, Florida 32725

Should any party identified above change, it shall be said party's obligation to notify the remaining parties of the change in a fashion as is required for notices herein. It shall be the Owner/Developer's obligation to identify its lender(s) to all parties in a fashion as is required for notices herein.

18. **Compliance with the Law.** The failure of this Agreement to address a particular permit, condition, term, or restriction shall not relieve the Owner/Developer of the Subject Property from the necessity of complying with the law governing said permitting requirements, conditions, terms, or restrictions.

19. **Captions.** The captions used herein are for convenience only and shall not be relied

Attachment: Written Dev Agreement (2022-O-3053 : Holly Hill RV Park BPUD Rezone)

upon in construing this Agreement.

20. **Binding Effect.** This Agreement shall run with the land, shall be binding upon and inure to the benefit of the Owner/Developer and their successors and assigns in interest, and the City and their successor and assigns in interest. This Agreement shall become effective upon its execution and recordation with the Public Records of Volusia County, Florida. This Agreement does not, and is not intended to, prevent, or impede the City from exercising its legislative authority as the same may affect the Subject Property.

21. **Subsequently Enacted State or Federal Law.** If either state of federal law is enacted after the effective date of this Agreement that is applicable to and precludes the parties' compliance with the terms of this Agreement, this Agreement and correlating zoning amendment shall be modified or revoked, as is necessary, to comply with the relevant state or federal law.

22. **Severability.** If any part of this Development Agreement is found invalid or unenforceable in any court, such invalidity or unenforceability shall not affect the other parts of this Development Agreement if the rights and obligations of the parties contained herein are not materially prejudiced and if the intentions of the parties can be affected. To that end, this Development Agreement is declared severable.

23. **Covenant Running with the Land.** This Agreement shall run with the Subject Property and inure to and be for the benefit of the parties hereto and their respective successors and assigns and any person, firm, corporation, or entity who may become the successor in interest to the Subject Property or any portion thereof.

24. **Recordation of Agreement.** The parties hereto agree that an executed original of this Agreement shall be recorded by the City, at the Developer's expense, in the Public Records of Volusia County, Florida.

25. **Applicable Law/Venue.** This Agreement and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida. Venue of any litigation relating to this Agreement shall be in the courts of Volusia County, Florida.

26. **Time of the Essence.** Time is hereby declared of the essence to the lawful performance of the duties and obligations contained in this Agreement. The Owner/Developer shall execute this Agreement within ten (10) business days of City Commission adoption and agrees to pay the cost of recording this document in the Public Records of Volusia County, Florida. Failure to execute this Agreement within ten (10) business days of this ordinance adoption may result in the City not issuing development orders or permits until execution and recordation of this Agreement has occurred.

27. **Agreement; Amendment.** This Agreement constitutes the entire agreement between the parties, and supersedes all previous discussions, understandings, and agreements, with respect to the subject matter hereof; provided, however, that it is agreed that this Agreement is

Attachment: Written Dev Agreement (2022-O-3053 : Holly Hill RV Park BPUD Rezone)

supplemental to the City's Comprehensive Plan and does not in any way rescind or modify any provisions of the City's Comprehensive Plan. Amendments to and waivers of the provisions of this Agreement shall be made by the parties only in writing by formal amendment.

28**. Amendments.** Amendments to the Preliminary Development Plan, shall be subject to the requirements of Section 114-771(g)(4) of the City of Holly Hill Land Development Regulations, which states that minor amendments to the preliminary plan not violating any terms of the written development agreement and not altering the intent and purpose of the Master Development Plan (MDP) may be approved by the Development Code Administrator after such departmental comment as he/she deems appropriate. Minor changes shall be limited to items such as small adjustments to building footprints, allocation of uses within a defined parcel such as retention areas, parking etc. Minor amendments to the preliminary plan not violating any terms of the MDP and not altering the intent and purpose of the MDP may be approved by the Development Code Administrator.

Major amendments will require full review and shall include changes to the general location of uses on the site, except as permitted by the MDP, changes to building styles, changes to landscaping requirements, etc. Decisions as to whether modifications are Major or Minor shall be at the sole discretion of the Development Code Administrator.

29. **Effective Date.** The Effective Date of this Agreement shall be the day this Agreement is recorded in the Public Records of Volusia County, Florida.

IN WITNESS WHEREOF, the Owner/Developer and the City have executed this Agreement.

OWNER/DEVELOPER

By:

Signature of Witness # 1	Signature
Print or type name	Print or type name

Attachment: Written Dev Agreement (2022-O-3053 : Holly Hill RV Park BPUD Rezone)

As:

_____
Signature of Witness #2

_____
Print or type

_____
Print or type name

ATTEST:

_____
Signature

_____
Print or Type Name

As:

_____

Mailing Address: _____
_____
_____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____day of _____, 2022, by _____, and _____, of _____ _____, who is/are personally known to me or who has/have produced _____ _____ as identification and who did not (did) take an oath.

_____
Signature of Notary

(NOTARY SEAL)

_____
Print or type name

Attachment: Written Dev Agreement (2022-O-3053 : Holly Hill RV Park BPUD Rezone)

CITY OF HOLLY HILL:

By: _____

Date: _____

ATTEST:

_____

Date: _____

Mailing Address:
City of Holly Hill
1065 Ridgewood Ave.
Holly Hill, Florida 32117

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____day of _____, 2022, by _____, and _____, who are personally known to me and acknowledge executing the same freely and voluntarily under authority vested in them by the City of Holly Hill.

_____
Signature of Notary

(NOTARY SEAL)

_____
Print or type name

Approved as to form and legality for use and reliance by the City of Holly Hill, Florida

_____
Scott Simpson
City Attorney

Attachment: Written Dev Agreement (2022-O-3053 : Holly Hill RV Park BPUD Rezone)

Exhibit A
LEGAL DESCRIPTION

(PER OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY COMMITMENT NO. 1049061, DATED MARCH 29, 2021)

PARCEL 1:
LOTS 1 THROUGH 7, BLOCK B, BUSINESS SECTION HOLLY HILL HEIGHTS, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 10, PAGE 180, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA. TOGETHER WITH THE 20 FOOT ALLEY ADJOINING LOTS 1 TO 6, BLOCK AND TOGETHER WITH THE EASTERLY 1/2 OF VACATED MOBILE STREET, SAID EASTERLY 1/2 OF MOBILE STREET CONTAINED WITHIN THE WESTERLY EXTENSION OF THE NORTHERLY AND SOUTHERLY LINE OF AFORESAID PARCEL.

PARCEL 2:
BEGINNING AT THE SOUTHWEST CORNER OF LOT 5, BLOCK A, BUSINESS SECTION, HOLLY HILL HEIGHTS, ACCORDING TO MAP THEREOF ON RECORD IN THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, IN PLAT BOOK 10, PAGE 180; THENCE EASTERLY ALONG THE NORTHERLY SIDE OF FLOMICH AVENUE (A 60 FOOT STREET), 150 FEET, SAME BEING THE CENTER OF FORMER MOBILE STREET HERETOFORE VACATED; THENCE NORTHERLY ALONG THE CENTER OF SAID MOBILE STREET A DISTANCE OF 600 FEET TO A POINT, WHICH POINT IS 150 FEET EASTERLY FROM THE NORTHWEST CORNER OF LOT 21, BLOCK A, AFORESAID; THENCE WESTERLY ALONG THE NORTHERLY LINE OF LOT 21, BLOCK A, AS EXTENDED AFORESAID, 150 FEET TO SAID NORTHWEST CORNER OF SAID LOT 21, BLOCK A, AFORESAID; THENCE SOUTHERLY A DISTANCE OF 600 FEET TO THE POINT OF BEGINNING.

PARCEL 3:
LOTS 8 THROUGH 15, INCLUSIVE, BLOCK B, HOLLY HILL HEIGHTS, BUSINESS SECTION, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 10, PAGE 180, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, AND THE EAST 1/2 OF VACATED MOBILE STREET APPURTENANT THERETO.

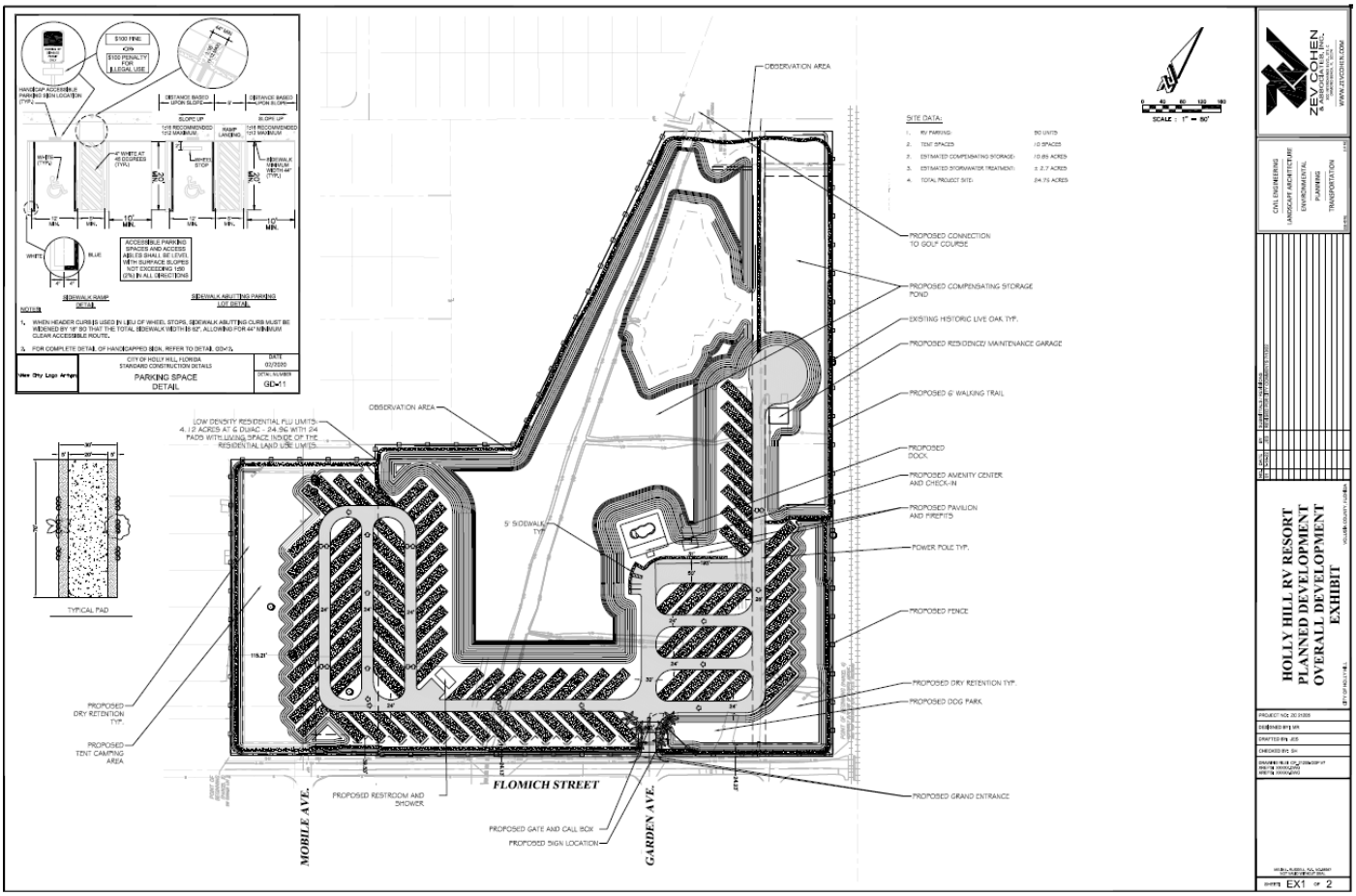
PARCEL 4:
A PORTION OF LOTS 16, 17, 18, 26, 27, 28 & 29 LYING WESTERLY OF THE CENTERLINE OF A DRAINAGE CANAL, ALL BEING IN BLOCK 28, MARY C. FLEMMING SUBDIVISION, OF THE THOMAS FITCH GRANT AS PER MAP RECORDED IN PLAT BOOK 1, PAGE 1 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT THE INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY LINE OF FLOMICH AVENUE, A 50 FOOT RIGHT-OF-WAY AS SHOWN ON PLAT BOOK 1, PAGE 1 OF THE MARY C. FLEMMING SUBDIVISION, OF THE THOMAS FITCH GRANT AND THE WESTERLY RIGHT-OF-WAY

Attachment: Written Dev Agreement (2022-O-3053 : Holly Hill RV Park BPUD Rezone)

OF THE FLORIDA EAST COAST RAILROAD, A 100 FOOT RIGHT-OF-WAY AS LAID OUT AND USED; THENCE SOUTH 65 DEGREES 00 MINUTES 26 SECONDS WEST ALONG SAID NORTHERLY RIGHT-OF-WAY OF FLOMICH AVENUE, A DISTANCE OF 928.63 FEET TO AN INTERSECTION OF SAID NORTHERLY RIGHT-OF-WAY AND EASTERLY EXTENSION OF THE EASTERLY LINE OF BLOCK B, BUSINESS SECTION HOLLY HILL HEIGHTS, AS SHOWN IN PLAT BOOK 10, PAGE 180 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE ALONG SAID EASTERLY LINE OF BLOCK B NORTH 25 DEGREES 04 MINUTES 04 SECONDS WEST, A DISTANCE OF 633.88 FEET TO THE NORTHERLY LINE OF SAID LOT 26 AND THE CENTERLINE OF KANSAS AVENUE, A 60 FOOT RIGHT-OF-WAY AS SHOWN ON SAID MAP OF BUSINESS SECTION HOLLY HILL HEIGHTS; THENCE ALONG SAID NORTHERLY LINE OF LOTS 26 AND 27 AND ALONG THE SAID CENTERLINE OF KANSAS AVENUE, AS ALSO SHOWN ON PLAT BOOK 26, PAGE 79, GOLF CLUB ESTATES, A RESUBDIVISION OF BLOCKS 1, 2, 3 AND 4, HOLLY HILL HEIGHTS, NORTH 64 DEGREES 59 MINUTES 17 SECONDS EAST, A DISTANCE OF 284.71 FEET; THENCE DEPARTING SAID NORTHERLY LINE NORTH 00 DEGREES 38 MINUTES 33 SECONDS EAST, A DISTANCE OF 704.14 FEET, TO THE SOUTHERLY RIGHT-OF-WAY OF ALABAMA AVENUE, A 50 FOOT RIGHT-OF-WAY AS SHOWN ON SAID PLAT BOOK 1, PAGE 1, MARY C. FLEMMING SUBDIVISION; THENCE NORTH 64 DEGREES 59 MINUTES 17 SECONDS EAST, ALONG SAID SOUTHERLY RIGHT-OF-WAY, A DISTANCE OF 340.18 FEET, TO THE AFORESAID WESTERLY RIGHT-OF-WAY OF THE FLORIDA EAST COAST RAILROAD, THENCE SOUTH 24 DEGREES 59 MINUTES 24 SECONDS EAST, ALONG SAID WESTERLY RIGHT-OF-WAY, A DISTANCE OF 1268.92 FEET TO THE PONT OF BEGINNING.

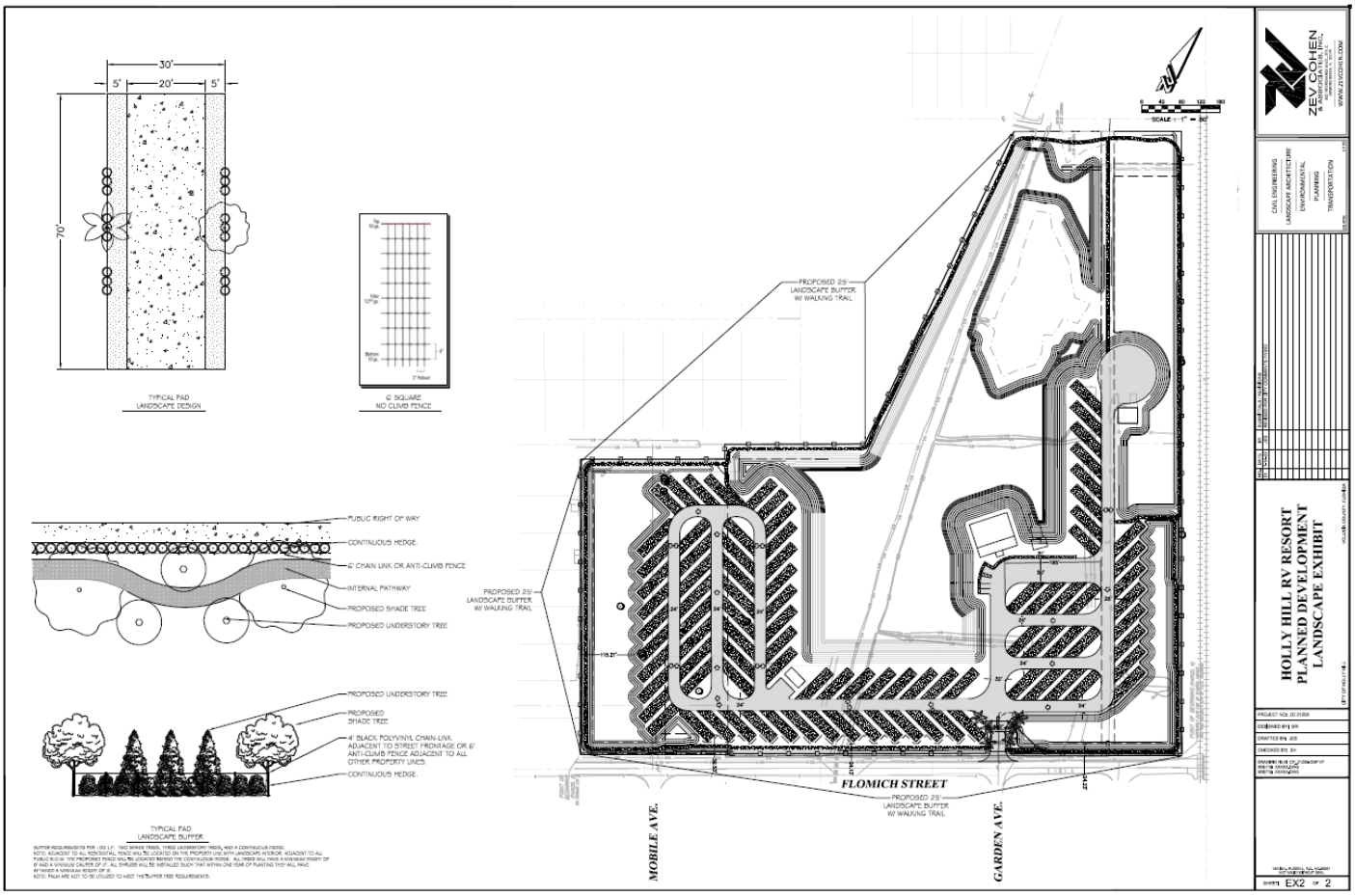
Attachment: Written Dev Agreement (2022-O-3053 : Holly Hill RV Park BPUD Rezone)

Exhibit B (2 Pages)
Preliminary Development Plan

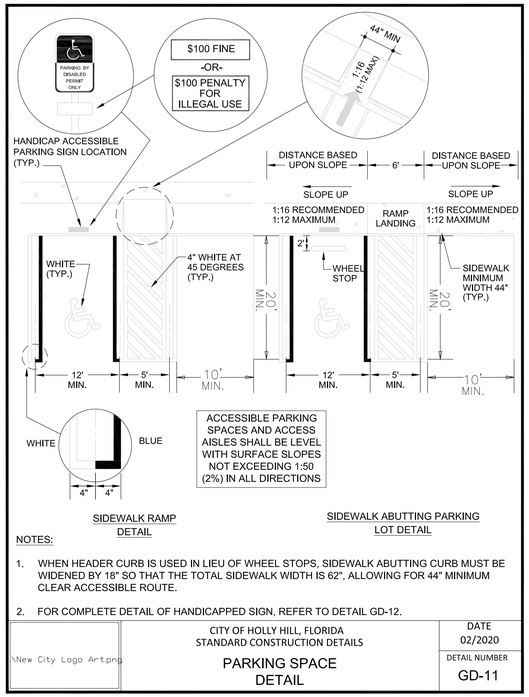


Attachment: Written Dev Agreement (2022-O-3053 : Holly Hill RV Park BPUD Rezone)

Preliminary Development Plan – 2nd Page



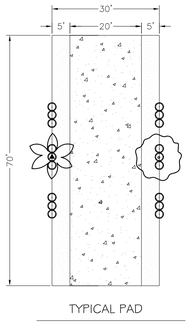
Attachment: Written Dev Agreement (2022-O-3053 : Holly Hill RV Park BPUD Rezone)



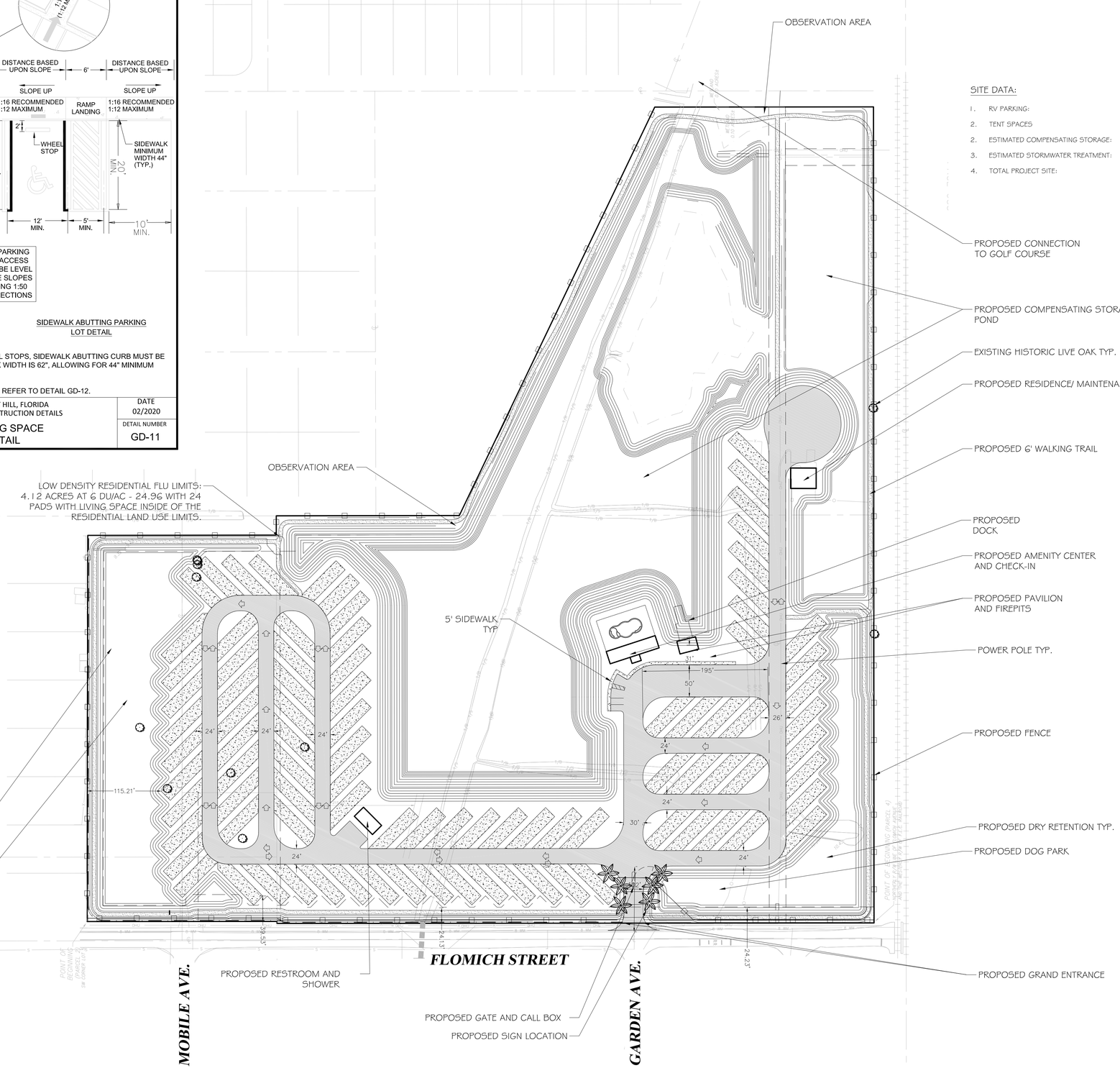
NOTES:

1. WHEN HEADER CURB IS USED IN LIEU OF WHEEL STOPS, SIDEWALK ABUTTING CURB MUST BE WIDENED BY 18" SO THAT THE TOTAL SIDEWALK WIDTH IS 62", ALLOWING FOR 44" MINIMUM CLEAR ACCESSIBLE ROUTE.
2. FOR COMPLETE DETAIL OF HANDICAPPED SIGN, REFER TO DETAIL GD-12.

\New City Logo Art.png	CITY OF HOLLY HILL, FLORIDA STANDARD CONSTRUCTION DETAILS PARKING SPACE DETAIL	DATE 02/2020 DETAIL NUMBER GD-11

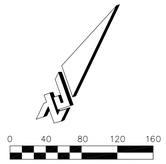


TYPICAL PAD



SITE DATA:

1.	RV PARKING:	90 UNITS
2.	TENT SPACES	10 SPACES
2.	ESTIMATED COMPENSATING STORAGE:	10.85 ACRES
3.	ESTIMATED STORMWATER TREATMENT:	± 2.7 ACRES
4.	TOTAL PROJECT SITE:	24.75 ACRES



ZEV COHEN & ASSOCIATES, INC.
300 INTERCHANGE BLVD., STE C
ORLANDO, FLORIDA 32821
WWW.ZEVCOHEN.COM

CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION

(LC-NZ)
(EB-4016)

NO.	DATE	BY	SUBMITTALS / REVISIONS
01	7-14-22	JES	REVISED PER CITY COMMENTS 7/13/22

HOLLY HILL RV RESORT
PLANNED DEVELOPMENT
OVERALL DEVELOPMENT EXHIBIT

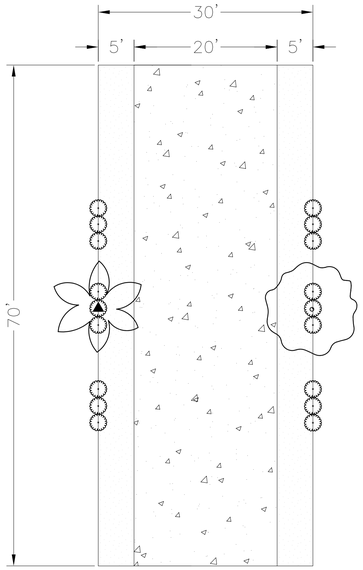
CITY OF HOLLY HILL — VOLUSIA COUNTY, FLORIDA

PROJECT NO: ZC 21205
DESIGNED BY: MR
DRAFTED BY: JES
CHECKED BY: SH
DRAWING FILE: CP_21205-ODP V7
XREFS: XXXXX.DWG
XREFS: XXXXX.DWG

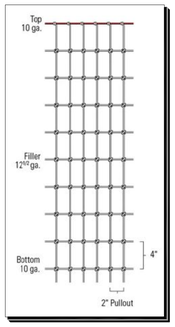
MELIA L. RUSSELL, P.E., NO.68357
NOT VALID WITHOUT SEAL

SHEET: EX1 OF 2

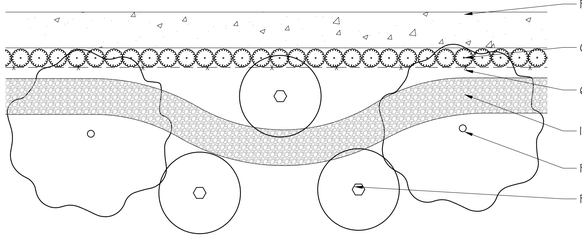
Attachment: Preliminary Development Plan (2022-O-3053 : Holly Hill RV Park BPUD Rezone)

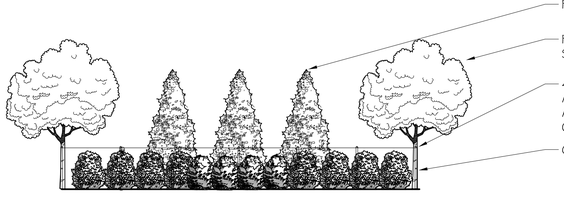


TYPICAL PAD
LANDSCAPE DESIGN



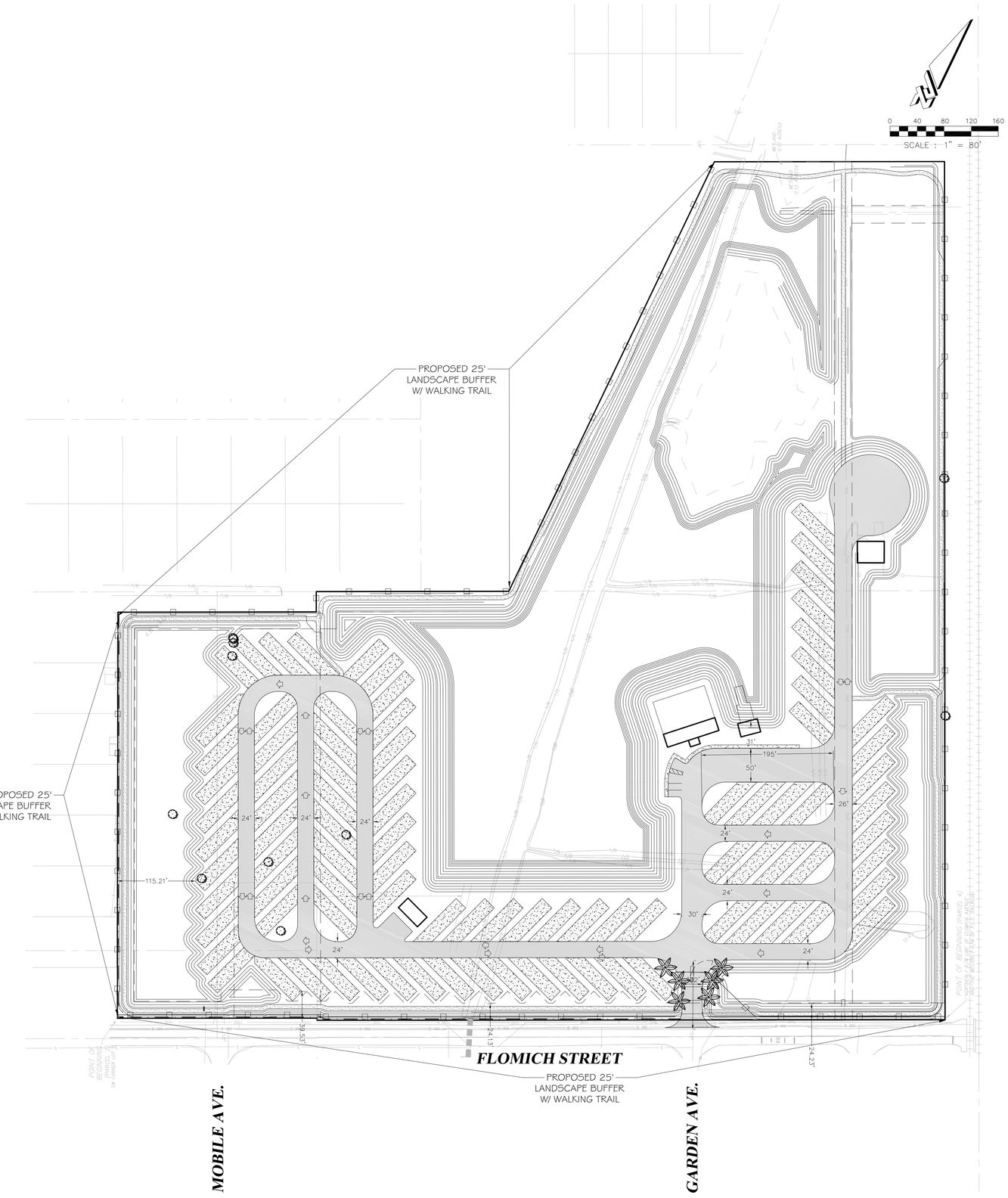
6' SQUARE
NO CLIMB FENCE





TYPICAL PAD
LANDSCAPE BUFFER

BUFFER REQUIREMENTS PER 100 L.F. TWO SHADE TREES, THREE UNDERSTORY TREES, AND A CONTINUOUS HEDGE.
NOTE: ADJACENT TO ALL RESIDENTIAL, FENCE WILL BE LOCATED ON THE PROPERTY LINE WITH LANDSCAPE INTERIOR. ADJACENT TO ALL PUBLIC R.O.W. THE PROPOSED FENCE WILL BE LOCATED BEHIND THE CONTINUOUS HEDGE. ALL TREES WILL HAVE A MINIMUM HEIGHT OF 8' AND A MINIMUM CALIPER OF 2". ALL SHRUBS WILL BE INSTALLED SUCH THAT WITHIN ONE YEAR OF PLANTING THEY WILL HAVE ATTAINED A MINIMUM HEIGHT OF 3'.
NOTE: PALM ARE NOT TO BE UTILIZED TO MEET THE BUFFER TREE REQUIREMENTS.



ZEV COHEN
& ASSOCIATES, INC.
300 INTERCHANGE BLVD., STE. C
DAYTONA BEACH, FL 32114
WWW.ZEVCOHEN.COM

CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION
(LC-642) (EB-4016)

NO.	DATE	BY	SUBMITTALS / REVISIONS
01	7-14-22	JES	REVISED PER CITY COMMENTS 7/13/22

HOLLY HILL RV RESORT
PLANNED DEVELOPMENT
LANDSCAPE EXHIBIT

CITY OF HOLLY HILL — VOLUSIA COUNTY, FLORIDA

PROJECT NO: ZC 21205
DESIGNED BY: MR
DRAFTED BY: JES
CHECKED BY: SH
DRAWING FILE: CP_21205-ODP V7
XREF'S: XXXXX.DWG
XREF'S: XXXXX.DWG

MELIA L. RUSSELL, P.E., NO.68357
NOT VALID WITHOUT SEAL

SHEET: EX2 OF 2

Attachment: Preliminary Development Plan (2022-O-3053 : Holly Hill RV Park BPUD Rezone)

DIVISION 13. PLANNED UNIT DEVELOPMENT (PUD) DISTRICT

Sec. 114-611. Scope.

This section shall apply to the planned unit development (PUD) districts.

(Ord. No. 2573, § 1(5.5.21A), 1-11-00)

Sec. 114-612. Purpose and intent.

The purpose and intent of the planned unit development (PUD) classification is to provide for integrated developments, which are consistent with the comprehensive plan, so as to promote a mixture of housing costs and types and economical and orderly development consisting of a single or of a mixture of compatible land uses. Further, it is intended that a proposed development be sensitive to existing adjacent and future land uses as depicted by the future land use map of the comprehensive plan, the natural environment and the impact upon supporting public infrastructure through such mechanisms as, but not limited to, the establishment of appropriate buffer areas between land uses, limitations upon the types of permissible uses and structures which are to be permitted in the development.

The PUD classification has been divided into five subclassifications. These subclassifications are agriculture PUD, residential PUD, business PUD, industrial PUD and mixed use PUD.

Agriculture use, as authorized by the agriculture PUD classification, may be viewed as an interim land use that does not significantly impact public services and facilities nor preclude eventual use of the land as prescribed in the city's comprehensive plan. Therefore, the agriculture PUD classification may be deemed to be consistent with any residential, commercial, industrial and institutional future land use designation of the comprehensive plan.

Further regulations applicable to all planned unit developments are located in section 114-771.

(Ord. No. 2573, § 1(5.5.21B), 1-11-00; Ord. No. 2618, § 1, 9-25-01)

Sec. 114-613. Permitted principal uses and structures.

The permitted principal uses and structures shall be those agreed upon by the city commission and are dependent upon which subclassification is requested.

(1) An agriculture planned unit development shall be indicated by an APUD. The permitted uses within an APUD may include the growing of vegetables, fruits, grains, nuts, herbs, spices, mushrooms, and ornamental plants for commercial purposes; the processing of agricultural products produced on the premises including, but not limited to, canning and juicing; the sale of agricultural products produced on the site, including the sale directly to individual consumers who may or may not pick or harvest the produce themselves; and the raising and/or keeping of limited numbers of certain types of animals as may be specifically authorized in an approved development agreement. In addition, limited sales of goods not produced on the premises may be permitted only to the extent specifically authorized in a development agreement provided such sales are incidental and subordinate to the production and sale of agricultural products produced on the premises. The following uses shall not be permitted: a) raising

Attachment: Chapter 114 - Division 13 (2022-O-3053 : Holly Hill RV Park BPUD Rezone)

and/or keeping large animals including horses, burros, donkeys, cows and oxen, except as may be permitted in conjunction with an approved special event; b) raising and/or keeping roosters, peacocks and other crowing or "crying" fowl; c) kennels.

(2) A residential planned unit development shall be indicated by an RPUD. The permitted uses within an RPUD may be those found in any of the residential zoning classifications of this chapter, provided that said uses are listed in the development agreement and have been approved by the city commission.

(3) A business planned unit development shall be indicated by a BPUD. The permitted uses within a BPUD may be those found in any of the business zoning classifications of this chapter, provided that said uses are listed in the development agreement and have been approved by the city commission.

(4) An industrial planned unit development shall be indicated by an IPUD. The permitted uses within a [an] IPUD may be those found in any of the industrial zoning classifications of this chapter, provided that said uses are listed in the development agreement and have been approved by the city commission.

(5) A mixed use planned unit development shall be indicated by a [an] MPUD. The permitted uses within a [an] MPUD may consist of any of the uses as approved by the city commission.

(6) Other uses and structures of a similar nature to those listed, after determination by the city commission at the time of master development plan approval that such uses and structures are compatible with the pud development and the surrounding area.

(Ord. No. 2573, § 1(5.5.21C), 1-11-00; Ord. No. 2618, § 1, 9-25-01)

Sec. 114-614. Dimensional requirements.

(1) *Minimum project size:*

Area:

a. Agriculture PUD: Eight acres.

b. Residential PUD: Two acres.

c. Business and Industrial PUD: No minimum.

d. Mixed Use PUD: One acre.

(2) *Minimum lot area and yard requirements:* Minimum lot sizes, width, and yard areas shall be described in the development agreement. In determining yard sizes, the city commission shall consider whether or not the proposed PUD will adversely affect adjoining properties. Factors which may be considered in determining yard sizes include, but are not limited to, existing and future land uses, lot size, and buffer requirements.

(3) *Density:* The total number of dwelling units per acre of land shall be calculated and described in the development agreement.

(Ord. No. 2573, § 1(5.5.21D), 1-11-00; Ord. No. 2618, § 1, 9-25-01; Ord. No. 2794, § 1, 4-10-07)

Sec. 114-615. Landscape buffer requirements.

The location, width and composition of landscaped buffers shall be determined with consideration of existing and probable future uses in the project and in the surrounding area. They shall be described in the development agreement.

(Ord. No. 2573, § 1(5.5.21E), 1-11-00)

Attachment: Chapter 114 - Division 13 (2022-O-3053 : Holly Hill RV Park BPUD Rezone)

Sec. 114-616. Off-street parking and loading requirements.

Off-street parking and loading spaces meeting the requirements of section 90-241 shall be constructed. If no parking requirements are prescribed in section 90-241 for a proposed use, the development agreement shall include a requirement for such proposed use. The city commission may allow a reduced number of parking spaces provided such reduction is justified by substantial competent evidence. Any modifications to said requirements, which may be granted by the city commission shall be described in the development agreement.

(Ord. No. 2573, § 1(5.5.21F), 1-11-00; Ord. No. 2618, § 1, 9-25-01)

Sec. 114-617. Traffic impact analysis report.

(1) *Purpose.* The traffic impact analysis report is designed to identify the traffic impacts and problems which are likely to be generated by a proposed use because of size, density, traffic generation rates, or location. The report will also identify all improvements required to ensure safe ingress and egress from a proposed development, maintenance of adequate street capacity, and elimination of hazardous conditions and improvements necessary for immediately surrounding roadways and intersections as a result of the property development.

(2) *Thresholds for traffic impact analysis report.* A traffic impact analysis report shall be required, unless waived by the city commission, for any use which will generate in excess of 1,000 trips per day according to rates published by the Institute of Transportation Engineers "Trip Generation Manual" (latest edition) or the Florida Department of Transportation, or according to rates documented by study and agreed to prior to use by the city commission. The contents of the traffic impact analysis report shall meet the requirements of section 114-772.

(Ord. No. 2573, § 1(5.5.21G), 1-11-00)

Sec. 114-618. Types of signs permitted.

Signs will be permitted in accordance with article X of this chapter. For agriculture PUDs, the number, size and location of all signs shall be prescribed in the development agreement.

(Ord. No. 2573, § 1(5.5.21H), 1-11-00; Ord. No. 2618, § 1, 9-25-01)

Secs. 114-619, 114-620. Reserved.

Attachment: Chapter 114 - Division 13 (2022-O-3053 : Holly Hill RV Park BPUD Rezone)

Sec. 114-771. Planned unit development regulations.

(a) *Application of regulations.* The following regulations apply to all planned unit developments (PUD's) unless the specific type (i.e., APUD, RPUD, MPUD, BPUD, or IPUD) is otherwise referenced.

(b) *Unified ownership.* All land within the PUD shall be under the ownership of one person, either by deed, agreement for deed or contract for purchase. PUD applicants shall present either an opinion of title by an attorney licensed in Florida or a certification by an abstractor or a title company, authorized to do business in Florida, that, at the time of initial application, unified ownership of the entire area within the proposed PUD is in the applicant, or contract seller. Unified ownership shall thereafter be maintained until after the recording of the master development plan or final plat.

(c) *Commercial uses in an MPUD.* Commercial uses and structures shall be located and designed primarily to serve the needs of the MPUD residents. Commercial areas should normally be located in an area accessible only from streets within the MPUD. When commercial uses or structures are approved as part of a [an] MPUD, the commercial operation shall not begin until certificates of occupancy have been issued for all dwelling units in the total project, unless otherwise provided in the development agreement.

(d) *Utility distribution lines.* All utility distribution lines within the PUD shall be located underground; however, those appurtenances requiring above ground installations may be exempted by the city commission.

(e) *Open space requirements.* Sixty percent of an RPUD project or the residential portion of a [an] MPUD containing residential uses shall be open space. A minimum of 35 percent of the open space shall be designated as common open space. Common open space shall meet the following standards:

(1) It shall be dedicated to and usable by all residents of the RPUD/MPUD. Its location, shape, size and character shall be illustrated on the master development plan.

(2) Maintenance guarantees shall be approved by the city commission.

(f) *Procedure for rezoning to PUD.*

(1) *Pre-application stage.* A pre-application meeting is required before a PUD rezoning application can be accepted. After the pre-application meeting, a sketch plan may be submitted for review and comment prior to filing the application for rezoning.

a. *Pre-application meeting.* The pre-application meeting is intended to provide an opportunity for an informational exchange between the applicant and the administrative staff. It will be arranged by the development code administrator. No fee shall be charged. The applicant need not submit any plans or other information; however, the more information, such as sketch plans, proposed land uses, site information, adjacent land uses, and proposed density, that the applicant does submit, the more complete the responsive comment can be. As a minimum, the applicant will be advised of the usual procedures and requirements. Forms, application materials, guidelines, checklists, copies of the comprehensive plan, and of the zoning and subdivision regulation, will be made available at a reasonable cost.

b. *Sketch plan.* After the pre-application meeting, a sketch plan may be submitted to the development code administrator. If submitted, written comments on the sketch plan shall be made by the development code administrator and any other interested departments within 30 days. The development code administrator shall coordinate this review. If submitted, a sketch plan shall indicate general land use categories and the approximate height, location, architectural character and density of dwellings, and other structures. The sketch plan shall also show the tentative major street layout, approximate street widths, sites of schools, open space areas and parks, existing structures, waterways, wooded areas, wetlands, floodplain areas (if applicable),

Attachment: Chapter 114-771 - PD Regulations (2022-O-3053 : Holly Hill RV Park BPUD Rezone)

total acreage and existing zoning. Finally, it shall include a vicinity map, and any other information deemed appropriate by the applicant.

c. *Written comments.* Written comments on the sketch plan are informational only and are subject to change after a more detailed review of the rezoning application.

(4) *BPUD, IPUD or MPUD application stage.* An application for rezoning to BPUD, IPUD or MPUD, together with a master development plan (MDP) and such application fees as are set at the pre-application meeting, shall be submitted to the planning and zoning department. If an applicant for rezoning desires concurrent review under the land development regulations, he shall so state at the time of application and shall submit any additional information required by those regulations. The master development plan shall consist of a preliminary plan and a written development agreement. Those documents shall include the following information:

a. *Preliminary plan exhibits.* The preliminary plan shall be drawn to an appropriate engineers scale to include the location and boundary of the site referenced by the legal description and boundary survey; the date the plan was drawn, its scale, and a north arrow; and the name, address and telephone number of the developer and his professional project engineers, architects and planners. In addition, the preliminary plan shall include all of the following, if applicable:

i. The approximate size and location of all proposed buildings and other structures, the specified use of buildings and structures may be indicated, if known.

ii. Generalized off-street parking and loading plans, including circulation plans for vehicular movement.

iii. Driveway and access controls, including number and approximate location of driveways.

iv. Approximate location, size and description of open spaces, landscaped areas, or buffers.

v. Approximate location and size of all easements, rights-of-way, or drainage facilities and structures.

vi. Approximate boundary lines and dimensions of parcels proposed to be subdivided.

vii. The general topography and physical conditions of the site, including features such as waterbodies, wooded areas, wetland areas, vegetation types, soils, 100-year floodplain areas, and steep grades or depressions on the site.

viii. General location of signs.

ix. Any other conditions of development, specifications, limitations, constraints, standards or proposed physical features not specifically included in items a. through h. above.

b. *Written development agreement.* In addition to a preliminary plan, a written development agreement shall be prepared, following a general format supplied by the Development Code Administrator at the pre-application meeting. The development agreement, along with the preliminary plan, shall govern the development of the BPUD, MPUD or IPUD and shall regulate the future use of the land. The development agreement shall include the following information:

i. Evidence of unified ownership and control.

ii. Statement agreeing to:

iii. Proceed with the proposed development according to all regulations;

iv. Provide appropriate performance and maintenance guarantees;

Attachment: Chapter 114-771 - PD Regulations (2022-O-3053 : Holly Hill RV Park BPUD Rezone)

v. Following all other provisions of this chapter to the extent not expressly inconsistent with the written development agreement, and bind the applicant's successors in title to his commitments.

vi. A listing of the land uses agreed upon in each component of the BPUD, MPUD or IPUD.

vii. Maximum building heights.

viii. Minimum building spacing and floor areas.

ix. Lot sizes, yard areas, and buffer areas, including perimeter buffers.

x. Statement regarding ingress/egress controls to the site.

xi. Statement regarding any road improvements to be made and the thresholds for the traffic impact analysis.

xii. Statement regarding the disposition of sewage and stormwater, and arrangements for potable water.

xiii. When the BPUD, MPUD or IPUD is planned for phase development, a schedule of the phases.

xiv. The proposed language of any covenants, easements or other restrictions.

xv. Any additional information or statements subsequently deemed necessary by any reviewing department or agency.

(g) *Post-approval stage.*

(1) *Recording MDP.* After city commission approval of the rezoning application to PUD, the preliminary plan, and the written development agreement, both signed by the mayor and attested by the city manager, shall be recorded in the public records of Volusia County, Florida, at the expense of the applicant.

(2) *Final site plan approval.* After the MDP is recorded, a final site plan shall be prepared, submitted, reviewed and approved in the manner required by the land development regulations. If the PUD includes a subdivision required to comply with the land development regulations, preliminary and final plats of the subdivision portion may be submitted in lieu of the final site plan, for review and approval as governed under the land development regulations.

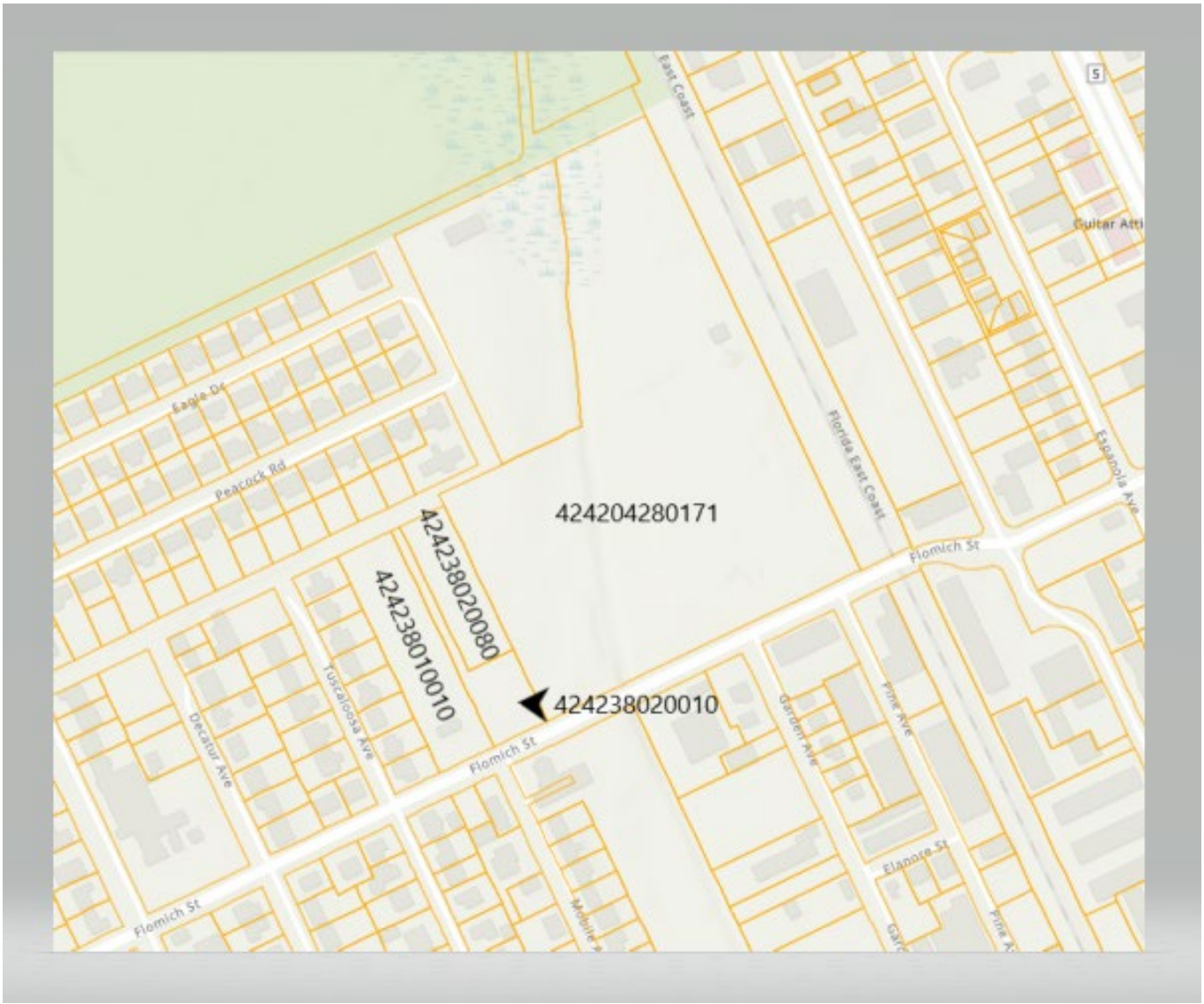
(3) *Construction.* During construction, the zoning enforcement official shall enforce compliance with the approved final site plan or the final plat.

(4) *Amendments.* Minor amendments to the preliminary plan not violating any terms of the written development agreement and not altering the intent and purpose of the MDP may be approved by the development code administrator after such departmental comment as he deems appropriate.

(Ord. No. 2573, § 2(5.6.21), 1-11-00; Ord. No. 2618, § 2, 9-25-01)

Attachment: Chapter 114-771 - PD Regulations (2022-O-3053 : Holly Hill RV Park BPUD Rezone)

EXHIBIT "A"



Location Map

Attachment: Exhibit A - Location Map (2022-O-3053 : Holly Hill RV Park BPUD Rezone)

Attachment: Exhibit B - Boundary & Legal Description (2022-O-3053 : Holly Hill RV Park BPUD Rezone)

Packet Pg. 1316

VOLUSIA COUNTY PROPERTY APPRAISER
LARRY BARTLETT, JD, CFA
WE VALUE VOLUSIA

Volusia County Property Appraiser
123 W. Indiana Ave., Rm. 102
DeLand, FL. 32720
Phone: (386) 736-5901 Web: vcpa.vcgov.org

AltKey: 3197739 **Parcel ID: 424238010010**
SHEPARD KAY B ET ALS **504 FLOMICH ST, HOLLY HILL, FL**

Parcel Summary

Alternate Key:	3197739
Parcel ID:	424238010010
Township-Range-Section:	14 - 32 - 42
Subdivision-Block-Lot:	38 - 01 - 0010
Owner(s):	SHEPARD KAY B ET ALS - - 100
Mailing Address On File:	1111 LIMERICK DR WATKINSVILLE GA 30677
Physical Address:	504 FLOMICH ST, HOLLY HILL 32117
Property Use:	0000 - VACANT RES
Tax District:	203-HOLLY HILL
2020 Certified Millage Rate:	19.817
Neighborhood:	2707
Business Name:	
Subdivision Name:	
Homestead Property:	No

Attachment: Exhibit C - Property Appraiser's Info Sheets (2022-O-3053 : Holly Hill RV Park BPUD Rezone)

VOLUSIA COUNTY PROPERTY APPRAISER
LARRY BARTLETT, JD, CFA
WE VALUE VOLUSIA

Volusia County Property Appraiser
123 W. Indiana Ave., Rm. 102
DeLand, FL. 32720
Phone: (386) 736-5901 Web: vcpa.vcgov.org

AltKey: 3197828 **Parcel ID: 424238020010**
SHEPARD KAY ETAL **MOBILE AVE, HOLLY HILL, FL**

Parcel Summary

Alternate Key:	3197828
Parcel ID:	424238020010
Township-Range-Section:	14 - 32 - 42
Subdivision-Block-Lot:	38 - 02 - 0010
Owner(s):	SHEPARD KAY ETAL - - 100
Mailing Address On File:	1111 LIMERICK DR WATKINSVILLE GA 30677
Physical Address:	MOBILE AVE, HOLLY HILL 32117
Property Use:	0000 - VACANT RES
Tax District:	203-HOLLY HILL
2020 Certified Millage Rate:	19.817
Neighborhood:	2707
Business Name:	
Subdivision Name:	
Homestead Property:	No

Attachment: Exhibit C - Property Appraiser's Info Sheets (2022-O-3053 : Holly Hill RV Park BPUD Rezone)

VOLUSIA COUNTY PROPERTY APPRAISER
LARRY BARTLETT, JD, CFA
WE VALUE VOLUSIA

Volusia County Property Appraiser
123 W. Indiana Ave., Rm. 102
DeLand, FL. 32720
Phone: (386) 736-5901 Web: vcpa.vcgov.org

AltKey: 3197836 **Parcel ID: 424238020080**
SHEPARD KAY B **MOBILE AVE, HOLLY HILL, FL**

Parcel Summary

Alternate Key:	3197836
Parcel ID:	424238020080
Township-Range-Section:	14 - 32 - 42
Subdivision-Block-Lot:	38 - 02 - 0080
Owner(s):	SHEPARD KAY B - TIC - Tenancy in Common - 33.33 BISHOP WILLIAM T - TIC - Tenancy in Common - 33.33 BISHOP G ROBERT - TIC - Tenancy in Common - 33.33
Mailing Address On File:	1741 EXPERIMENT STATION RD WATKINSVILLE GA 30677
Physical Address:	MOBILE AVE, HOLLY HILL 32117
Property Use:	0000 - VACANT RES
Tax District:	203-HOLLY HILL
2020 Certified Millage Rate:	19.817
Neighborhood:	2707
Business Name:	
Subdivision Name:	
Homestead Property:	No

Attachment: Exhibit C - Property Appraiser's Info Sheets (2022-O-3053 : Holly Hill RV Park BPUD Rezone)

VOLUSIA COUNTY PROPERTY APPRAISER
LARRY BARTLETT, JD, CFA
WE VALUE VOLUSIA

Volusia County Property Appraiser
123 W. Indiana Ave., Rm. 102
DeLand, FL. 32720
Phone: (386) 736-5901 Web: vcpa.vcgov.org

AltKey: 6231133 **Parcel ID: 424204280171**
FLOMICH PROPERTIES LLC **490 FLOMICH ST, HOLLY HILL, FL**

Parcel Summary

Alternate Key:	6231133
Parcel ID:	424204280171
Township-Range-Section:	14 - 32 - 42
Subdivision-Block-Lot:	04 - 28 - 0171
Owner(s):	FLOMICH PROPERTIES LLC - - 100
Mailing Address On File:	1741 EXPERIMANT STATION RD WATKINSVILLE GA 30677
Physical Address:	490 FLOMICH ST, HOLLY HILL 32117
Property Use:	4800 - WAREH/DIST TERM
Tax District:	203-HOLLY HILL
2020 Certified Millage Rate:	19.817
Neighborhood:	7252
Business Name:	
Subdivision Name:	
Homestead Property:	No

Attachment: Exhibit C - Property Appraiser's Info Sheets (2022-O-3053 : Holly Hill RV Park BPUD Rezone)

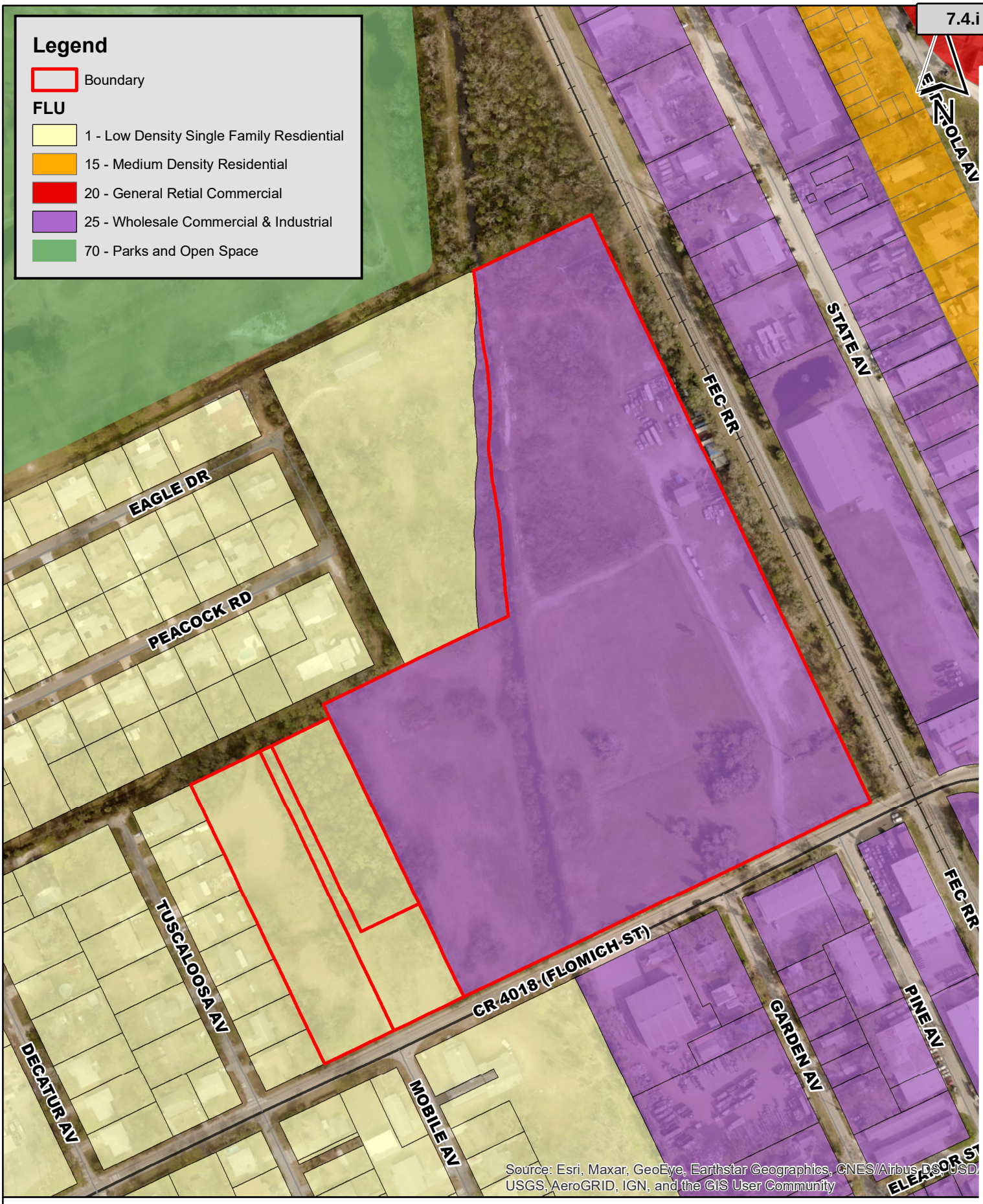
Attachment: Exhibit D - Aerial Map (2022-O-3053 : Holly Hill RV Park BPUD Rezone)

Date Saved: 10/27/2021 Created by: jdurant
Path: Z:\PROJECTS\2021\21205 Holly Hill RV Resort\Aerial Map.mxd

210 105 0 210 Feet

Aerial Map
Holly Hill RV Resort
Volusia County, Florida

ZEVCOHEN & ASSOCIATES IN
300 Interchange Blvd
Ormond Beach, FL 32174
ph 386-6



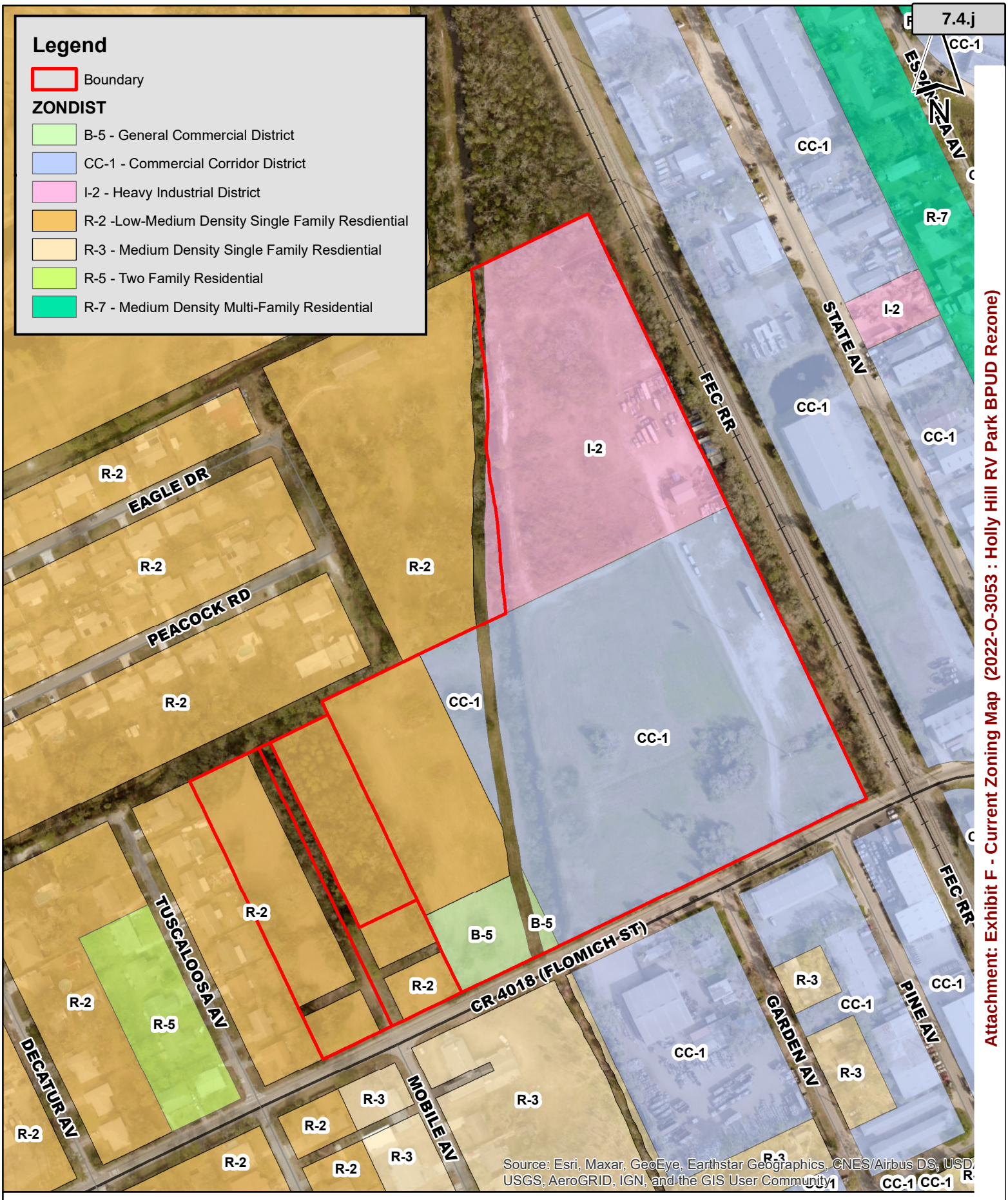
Attachment: Exhibit E - Future Land Use Map (2022-O-3053 : Holly Hill RV Park BPUD Rezone)

Date Saved: 11/1/2021 Created by: ghayworth
Path: Z:\PROJECTS\2021\21205 Holly Hill RV Resort\FLU Map.mxd

240 120 0 240 Feet

Future Land Use Map
Holly Hill RV Resort
Volusia County, Florida

ZEVCOHEN & ASSOCIATES IN
300 Interchange Blvd
Ormond Beach, FL 32174
ph 386-6



Attachment: Exhibit F - Current Zoning Map (2022-O-3053 : Holly Hill RV Park BPUD Rezone)

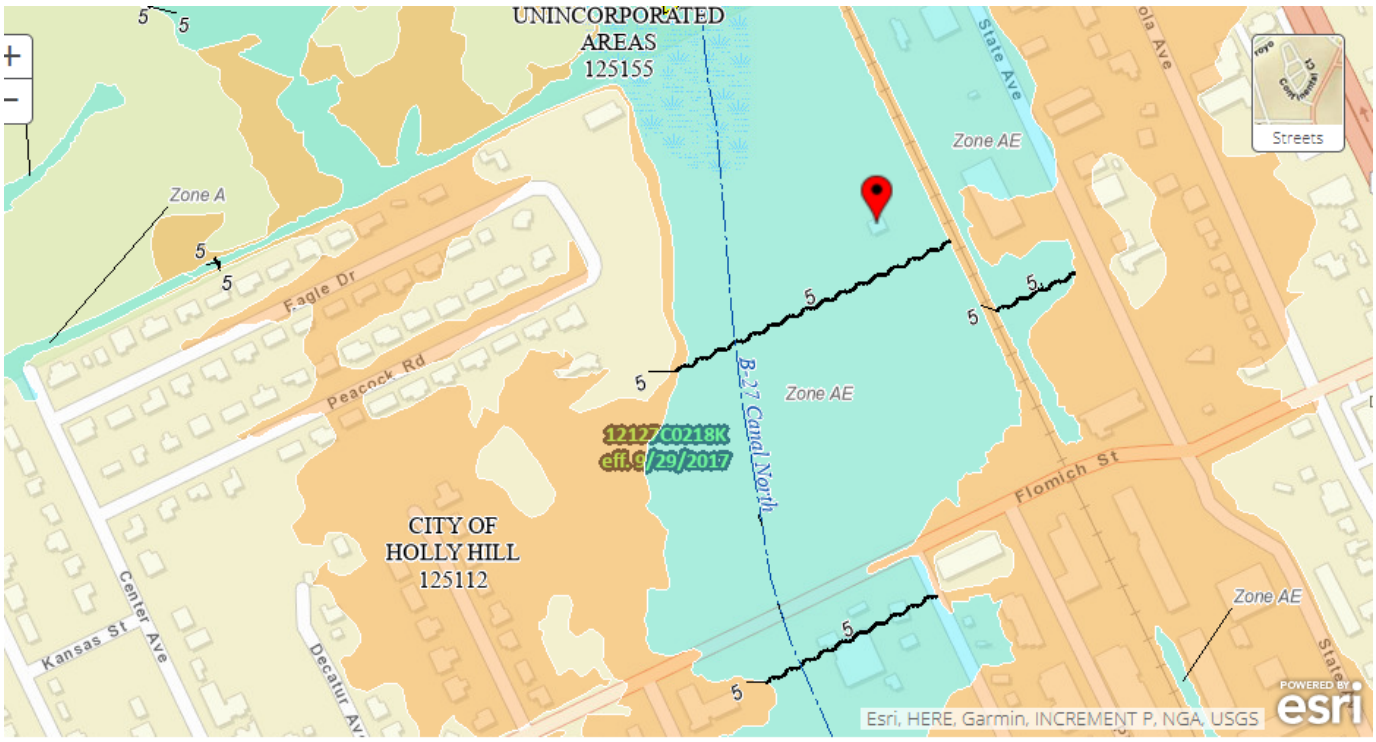
Date Saved: 11/1/2021 Created by: ghayworth
Path: Z:\PROJECTS\2021\21205 Holly Hill RV Resort\Zoning Map.mxd

240 120 0 240 Feet

Zoning Map
Holly Hill RV Resort
Volusia County, Florida

ZEVCOHEN & ASSOCIATES INC
300 Interchange Blvd
Ormond Beach, FL 32174
ph 386-6

EXHIBIT "G"



PIN
Approximate location based on user input and does not represent an authoritative property location

MAP PANELS
Selected FloodMap Boundary
Digital Data Available
No Digital Data Available
Unmapped

OTHER AREAS
NO SCREEN Area of Minimal Flood Hazard Zone X
Effective LOMRs
Area of Undetermined Flood Hazard Zone D
Otherwise Protected Area
Coastal Barrier Resource System Area

SPECIAL FLOOD HAZARD AREAS
Without Base Flood Elevation (BFE) Zone A, V, A99
With BFE or Depth
Regulatory Floodway Zone AE, AO, AH, VE, AR

OTHER AREAS OF FLOOD HAZARD
0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile Zone X
Future Conditions 1% Annual Chance Flood Hazard Zone X
Area with Reduced Flood Risk due to Levee. See Notes. Zone X
Area with Flood Risk due to Levee Zone D

OTHER FEATURES
20.2 Cross Sections with 1% Annual Chance
17.5 Water Surface Elevation
Coastal Transect
Base Flood Elevation Line (BFE)
Limit of Study
Jurisdiction Boundary
Coastal Transect Baseline
Profile Baseline
Hydrographic Feature

GENERAL STRUCTURES
Channel, Culvert, or Storm Sewer
Levee, Dike, or Floodwall

Flood Map

Attachment: Exhibit G - Flood Map (2022-O-3053 : Holly Hill RV Park BPUD Rezone)

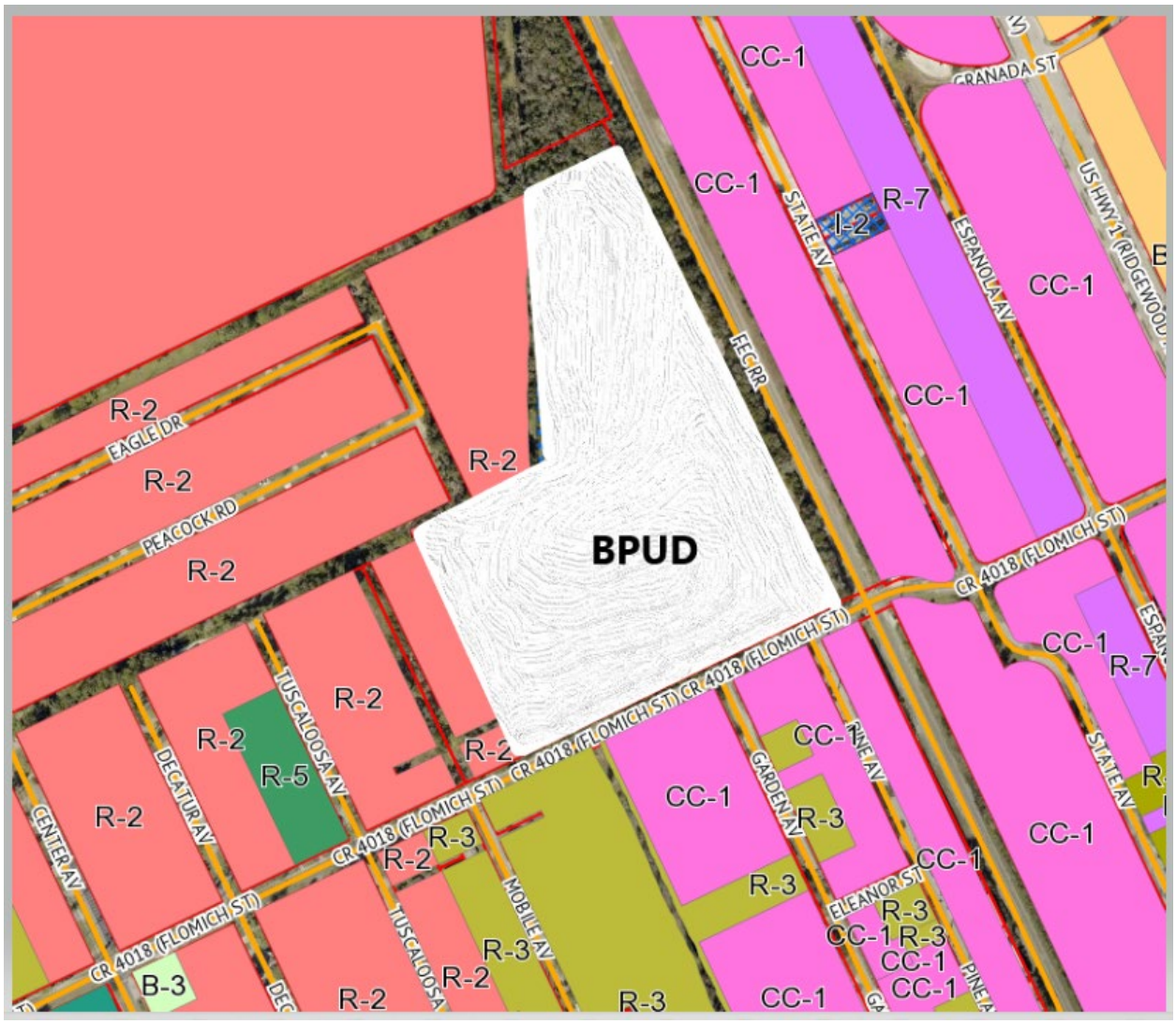
Attachment: Exhibit H - Wetlands and Surface Waters Map (2022-O-3053 : Holly Hill RV Park BPUD Rezone)

Wetlands and Surface Waters Map
Holly Hill RV Resort
Volusia County, Florida

Date Saved: 10/27/2021 Created by: jdurant
Path: Z:\PROJECTS\2021\21205 Holly Hill RV Resort\Wetlands and Surface Waters Map.mxd

210 105 0 210 Feet

ZEVCOHEN & ASSOCIATES INC
300 Interchange Blvd
Ormond Beach, FL 32174
ph 386-6



Proposed Zoning - BPUD

Attachment: Proposed Zoning Map - BPUD (2022-O-3053 : Holly Hill RV Park BPUD Rezone)