CITY OF HOLLY HILL, FLORIDA

CITY COMMISSION

AGENDA ● JANUARY 28, 2025

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

HOLLY HILL
FLORIDA

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

CITY COMMISSION MEMBERS

Mayor
John Penny

District 1 - Commissioner
Debra Snow

District 2 – Commissioner
Penny Currie

District 3 – Commissioner
Jeffrey DeLanoy

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 Debra Snow
c. Pledge of Allegiance

2. PUBLIC COMMENTS

3. APPROVAL OF MINUTES

1. Minutes - January 14, 2025 Workshop and January 14, 2025 Regular City Commission and CRA Meeting

   (Requested by Valerie Manning, City Clerk)

4. CONSENT AGENDA - ITEM (1)

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 –2025-R-7 A Resolution of the City Commission of the City of Holly Hill, Florida, Awarding an Agreement with Gregori Construction, Inc., in the Amount of $700,111.50 for the Replacement of the Riverside Park Bulkhead and Authorizing the City Manager to Execute the Same; Providing for Severability; and Providing for an Effective Date.

   (Requested by Valerie Manning, City Clerk)

5. REGULAR AGENDA

1. Request for Lien Reduction - 1319 Bender Avenue

   (Requested by Joseph Forte, City Manager)

6. 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 –2025-O-3081 SECOND READING - an Ordinance of the City of Holly Hill, Florida, Approving the First Major Amendment to the Fountainhead Mixed Use Planned Unit Development (MPUD) Development Agreement; Providing for Conflicting Ordinances; Providing for Severability; and Providing an Effective Date.

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

7. COMMUNICATIONS

A. City Manager Comments

a. Reorganization of the Public Works Department

(Requested by Joseph Forte, City Manager)

B. City Attorney Comments
C. Mayor's Comments

i. Corporate Citizen of the Year 2024

ii. Citizen of the Year 2024

D. City Commission Comments

8. 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.

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Agenda Item

MEETING DATE: **January 28, 2025**
FROM: **Valerie Manning**
SUBJECT: **Minutes - January 14, 2025 Workshop and January 14, 2025 Regular City Commission and CRA Meeting**
NUMBER: **(ID # 4748)**
APPLICANT:
PLANNER:

DISCUSSION:

Minutes from the January 14, 2025 workshop and the January 14, 2025 regular City Commission and CRA meeting.

MOTION:

Approve both sets of minutes as submitted by staff.

- Minutes - January 14, 2025 - Regular City Commission and CRA meeting (PDF)
- Minutes - January 14, 2025 - Workshop (PDF)

CITY OF HOLLY HILL, FLORIDA

CITY COMMISSION

MINUTES ● JANUARY 14, 2025

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
John Penny	Mayor	Present	
Debra Snow	City Commissioner	Present	
Penny Currie	City Commissioner	Present	
Jeffrey DeLanoy	City Commissioner	Present	
Roy Johnson	City Commissioner	Excused	

b. Invocation by City Commissioner Debra Snow
Commissioner Snow led the invocation.

c. Pledge of Allegiance
Mayor Penny led the Pledge of Allegiance to the Flag.

2. PRESENTATION

A. 1088 10th Street Update - Rob Cramp and Dr. Miriam Moore

3. RECESS THE CC MTG & CONVENE AS THE CRA

4. CRA AGENDA ITEM

The City Commission meeting was recessed at approximately 6:10 PM to convene as the Community Redevelopment Agency (CRA) for the CRA meeting.

1. -2025-R-1

CRA RESOLUTION - a Resolution of the Community Redevelopment Agency of the City of Holly Hill, Florida, Approving the Agreement with FPL in the Amount of $3,402,555 as an Option Where All of the Work is to be Completed by FPL with Listed Exceptions and Authorize the City Manager to Execute the Same; Providing for Severability; and Providing an Effective.

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

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RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Penny Currie, City Commissioner
SECONDER:	Jeffrey DeLanoy, City Commissioner
AYES:	Penny, Snow, Currie, DeLanoy
EXCUSED:	Johnson

Enacted and approved this 14th day of January, 2025, in Holly Hill

5. ADJOURN AS THE CRA & RECONVENE THE CC MTG

The Community Redevelopment Agency (CRA) meeting adjourned at approximately 6:12 PM. The City Commission regular meeting reconvened at that approximate time.

6. PUBLIC COMMENTS

The following individuals spoke to the Mayor and City Commissioners:

Kyle Stickney, Holly Hill; Gabriel Varga, Daytona Beach; and Danielle Latona, Holly Hill.

7. APPROVAL OF MINUTES

1.

Minutes - December 10, 2024 Regular City Commission Meeting and December 23, 2024 Special Called Meeting

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

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Debra Snow, City Commissioner
SECONDER:	Penny Currie, City Commissioner
AYES:	Penny, Snow, Currie, DeLanoy
EXCUSED:	Johnson

Enacted and approved this 14th day of January, 2025, in Holly Hill

8. CONSENT AGENDA - ITEM (1)

1. -2025-R-2 Resolution

A Resolution of the City Commission of the City of Holly Hill, Florida, Approving the Professional Services Agreement for Accreditation for the Holly Hill Police Department; Authorizing the City Manager to Execute the Agreement; Providing for Severability; and Providing for an Effective Date.

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

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RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Penny Currie, City Commissioner
SECONDER:	Jeffrey DeLanoy, City Commissioner
AYES:	Penny, Snow, Currie, DeLanoy
EXCUSED:	Johnson

RESOLUTION
2025-R-2
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING THE PROFESSIONAL SERVICES AGREEMENT FOR ACCREDITATION FOR THE HOLLY HILL POLICE DEPARTMENT; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING THE PROFESSIONAL SERVICES AGREEMENT FOR ACCREDITATION FOR THE HOLLY HILL POLICE DEPARTMENT; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, The City of Holly Hill Police Department wishes to become an accredited agency; and

WHEREAS, the City of Holly Hill Police Department wishes to obtain the professional services of the Service Provider ‘Owens Accreditation Services, LLC’; and

WHEREAS, the Service Provider has the knowledge, skill, and capability to perform such services for the City of Holly Hill Police Department; and

WHEREAS, the Service Provider is hereby retained by the City of Holly Hill Police Department and agrees to provide the services attached; and

WHEREAS, this is identified in the FY 24-25 budget cycle; and

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WHEREAS, the requested amount for monthly services shall be $1150.00 monthly. **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 Professional Services Agreement for accreditation.

SECTION 2. The City Commission directs the Police Chief to develop a plan for the implementation accreditation, including but not limited to, monitoring and maintaining the services provided by the Service Provider, the selection of qualified officers, acquisition of necessary equipment, facilities, and training.

SECTION 3. Funding for the Professional Services Agreement shall be derived from existing law enforcement budgets.

SECTION 4. 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 5. EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption.

APPROVED AND AUTHENTICATED on this 14th day of JANUARY, 2025.

Enacted and approved this 14th day of January, 2025, in Holly Hill

9. REGULAR AGENDA

1. 2025-R-3 Resolution

A Resolution of the City Commission of the City of Holly Hill, Florida, Approving Grant Agreement H1114 with the Florida Division of Emergency Management in the Amount of $360,000 for the Provision and Installation of Three (3) Lift Station Bypass Pumps,

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Approving a Budget Amendment Request Transferring $479,289 to Fully Fund This Project Prior to Reimbursement and Authorizing the City Manager to Execute the Same; Providing Severability; and Providing for an Effective Date.

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

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Penny Currie, City Commissioner
SECONDER:	Debra Snow, City Commissioner
AYES:	Penny, Snow, Currie, DeLanoy
EXCUSED:	Johnson

RESOLUTION
2025-R-3
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING GRANT AGREEMENT H1114 WITH THE FLORIDA DIVISION OF EMERGENCY MANAGEMENT IN THE AMOUNT OF $360,000 FOR THE PROVISION AND INSTALLATION OF THREE (3) LIFT STATION BYPASS PUMPS, APPROVING A BUDGET AMENDMENT REQUEST TRANSFERRING $479,289 TO FULLY FUND THIS PROJECT PRIOR TO REIMBURSEMENT AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME; PROVIDING SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING GRANT AGREEMENT H1114 WITH THE FLORIDA DIVISION OF EMERGENCY MANAGEMENT IN THE AMOUNT OF $360,000 FOR THE PROVISION AND INSTALLATION OF THREE (3) LIFT STATION BYPASS PUMPS, APPROVING A BUDGET AMENDMENT REQUEST TRANSFERRING $479,289 TO FULLY FUND THIS PROJECT PRIOR TO REIMBURSEMENT AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME; PROVIDING SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City desires that redundant power is made available to lift stations in order to mitigate flooding damages that may occur due to disruptions in the power grid through the installation of dedicated bypass pumps; and

WHEREAS, the City has been offered a grant award from the Florida Division of Emergency Management in the amount of $360,000 towards the provision and installation of bypass pumps serving lift stations 7, 14 and 16; and

WHEREAS, since this is a cost reimbursement grant, a budget amendment in the amount of $479,289 is required to make funds available to fully fund for the bypass pumps project until such time that reimbursement is received.

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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 approves project 2673-093-R, contract H1114 for a grant award in the amount of $360,000 for the provision and installation of bypass pumps to serve lift stations 7, 14 and 16, and authorizes the City Manager to execute the same.

SECTION 2. That the City Commission of the City of Holly Hill approves a budget amendment in the amount of $479,289 and authorizes the City Manager to execute the same

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 14th day of JANUARY, 2025.

Enacted and approved this 14th day of January, 2025, in Holly Hill

2. –2025-R-4 Resolution

A Resolution of the City Commission of the City of Holly Hill, Florida, Approving the Agreement with FPL in the Amount of $3,402,555 as an Option Where All of the Work is to be Completed by FPL with Listed Exceptions 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 Penny opened public participation. No one spoke.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Debra Snow, City Commissioner
SECONDER:	Jeffrey DeLanoy, City Commissioner
AYES:	Penny, Snow, Currie, DeLanoy
EXCUSED:	Johnson

RESOLUTION
2025-R-4
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING THE AGREEMENT WITH FPL IN THE AMOUNT OF $3,402,555 AS AN OPTION WHERE ALL OF THE WORK IS TO BE COMPLETED BY FPL WITH LISTED EXCEPTIONS AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE SAME; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

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A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING THE AGREEMENT WITH FPL IN THE AMOUNT OF $3,402,555 AS AN OPTION WHERE ALL OF THE WORK IS TO BE COMPLETED BY FPL WITH LISTED EXCEPTIONS AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE SAME; PROVIDING FOR SEVERABILITY; AND AN EFFECTIVE DATE.

WHEREAS, the City has received a proposal from FPL for the removal of overhead utilities along Ridgewood Avenue from Walker Street to the northern City limits that includes the removal of all existing poles and the installation of underground power grid; and

WHEREAS, staff recommends approval of the FPL option 1, where FPL will perform all work from installing the conduits and power lines.

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 proposal to Option 1 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 14th day of JANUARY, 2025.

Enacted and approved this 14th day of January, 2025, in Holly Hill

3. –2025-R-5 Resolution

A Resolution of the City Commission of the City of Holly Hill, Florida, Waiving the Bidding Requirements for Asphalt Repairs and Maintenance and Approving Expenditures for an Annual Amount Not to Exceed $75,000 to the Alternative Asphalt, LLC and Authorize the City Manager to Execute Any Necessary Price Agreements; Providing for Severability; and Providing for an Effective Date.

(Requested by Antoine Khoury, Public Works)
Mayor Penny opened public participation.

Gabriel Varga, Daytona Beach.

Mayor Penny closed public participation.

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RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Penny Currie, City Commissioner
SECONDER:	Debra Snow, City Commissioner
AYES:	Penny, Snow, Currie, DeLanoy
EXCUSED:	Johnson

RESOLUTION
2025-R-5

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, WAIVING THE BIDDING REQUIREMENTS FOR ASPHALT REPAIRS AND MAINTENANCE AND APPROVING EXPENDITURES FOR AN ANNUAL AMOUNT NOT TO EXCEED $75,000 TO THE ALTERNATIVE ASPHALT, LLC AND AUTHORIZE THE CITY MANAGER TO EXECUTE ANY NECESSARY PRICE AGREEMENTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, WAIVING THE BIDDING REQUIREMENTS FOR ASPHALT REPAIRS AND MAINTENANCE AND APPROVING EXPENDITURES FOR AN ANNUAL AMOUNT NOT TO EXCEED $75,000 TO THE ALTERNATIVE ASPHALT, LLC AND AUTHORIZE THE CITY MANAGER TO EXECUTE ANY NECESSARY PRICE AGREEMENTS; PROVING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City anticipates the need for asphalt repair services; and

WHEREAS, the City has identified The Alternative Asphalt, LLC of Holly Hill to be very cost effective and responsive; and

WHEREAS, the City's repairs will be project location specific and will be charged to the appropriate funding available within repair and maintenance accounts for Streets, Stormwater, Water and Wastewater Divisions of the Public Works Department; and

WHEREAS, the City requests that the City Commission of Holly Hill, Florida waive the bidding requirements for asphalt repairs and maintenance and approve expenditures in an annual amount not to exceed $75,000 to The Alternative Asphalt, LLC of Holly Hill, FL.

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 waiver of bidding requirements for asphalt repairs and maintenance and approve annual expenditures in amount not to exceed $75,000 to The Alternative Asphalt, LLC and authorize the City Manager to execute the same.

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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 14th day of JANUARY, 2025.

Enacted and approved this 14th day of January, 2025, in Holly Hill

4. -2025-R-6 Resolution

A Resolution of the City of Holly Hill, Florida, Appointing a Member to the Board of Planning and Appeals and Setting Forth the Term and Expiration Date for Said Member; and Providing for an Effective Date.

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

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Penny Currie, City Commissioner
SECONDER:	Jeffrey DeLanoy, City Commissioner
AYES:	Penny, Snow, Currie, DeLanoy
EXCUSED:	Johnson

RESOLUTION
2025-R-6
A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, APPOINTING A MEMBER TO THE BOARD OF PLANNING AND APPEALS AND SETTING FORTH THE TERM AND EXPIRATION DATE FOR SAID MEMBER; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, APPOINTING A MEMBER TO THE BOARD OF PLANNING AND APPEALS AND SETTING FORTH THE TERM AND EXPIRATION DATE FOR SAID MEMBER; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Holly Hill created a Board of Planning and Appeals for the purpose of hearing and deciding appeals in reference to Development Code Administration, and to make recommendations to the Commission in regards to variance requests, zoning issues, the land development regulations, and to perform other related duties as defined by City Code; and

WHEREAS, members of said board shall not be an elected City official or City

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employee; and

WHEREAS, members of said board shall either be a resident of the City or own a business within the City; and

WHEREAS, the terms of office for regular members of said board shall be two years.

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

SECTION 1. That the City Commission does hereby appoint the following individual to the Board of Planning and Appeals:

John Danio **Regular Member** **Term Expires February 2027**

SECTION 2. That this Resolution shall take effect immediately upon its adoption.

APPROVED AND AUTHENTICATED on this 14th day of JANUARY, 2025.

Enacted and approved this 14th day of January, 2025, in Holly Hill

10. PUBLIC HEARINGS

1. -2024-O-3080 Ordinance

SECOND READING - an Ordinance of the City of Holly Hill, Florida, Creating Section 58-135 (Camping or Sleeping on Public Property Prohibited) to Comply with Florida Statute Section 125.0231 to Prohibit the Camping or Sleeping on Public Property Under Certain Terms and Conditions; Providing for Conflicting Ordinances; Providing for Severability; and Providing an Effective Date.

(Requested by Nicole Kloetz, Police)
Mayor Penny opened public participation.

Gabriel Varga, Daytona Beach.

Mayor Penny closed public participation.

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RESULT:	**ADOPTED AT 2ND READING [UNANIMOUS]**
MOVER:	Penny Currie, City Commissioner
SECONDER:	Jeffrey DeLanoy, City Commissioner
AYES:	Penny, Snow, Currie, DeLanoy
EXCUSED:	Johnson

ORDINANCE
2024-O-3080
SECOND READING - AN ORDINANCE OF THE CITY OF HOLLY HILL, FLORIDA, CREATING SECTION 58-135 (CAMPING OR SLEEPING ON PUBLIC PROPERTY PROHIBITED) TO COMPLY WITH FLORIDA STATUTE SECTION 125.0231 TO PROHIBIT THE CAMPING OR SLEEPING ON PUBLIC PROPERTY UNDER CERTAIN TERMS AND CONDITIONS; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

AN ORDINANCE OF THE CITY OF HOLLY HILL, FLORIDA, CREATING SECTION 58-135 (CAMPING OR SLEEPING ON PUBLIC PROPERTY PROHIBITED) TO COMPLY WITH FLORIDA STATUTE SECTION 125.0231 TO PROHIBIT THE CAMPING OR SLEEPING ON PUBLIC PROPERTY UNDER CERTAIN TERMS AND CONDITIONS; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Florida Legislature adopted Florida Statute Section 125.0231 which provides counties and municipalities "may not authorize or otherwise allow any person to regularly engage in public camping or sleeping on any public property, including, but not limited to, any public building or its grounds and any public right-of-way under the jurisdiction of the county or municipality, as applicable; and

WHEREAS, the City needs to amend its regulations to comply with Florida Statute Section 125.0231; and

WHEREAS, prior to a recent U.S. Supreme Court ruling, the governing law was that it was a violation of the 8th Amendment's Cruel and Unusual Punishment Clause to enforce anti-camping regulations if the number of homeless people in a jurisdiction exceeded the "practically available" shelter beds. However, the U. S. Supreme Court recently ruled in the City

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of Grant Pass, Oregon v. Johnson, Et. al. that it does not violate the 8th Amendment to have a structured enforcement process against homeless individuals that starts with warnings and providing homeless with information about available homeless services in the area and then progressively increasing the penalties for continued violations to include fines, trespass warnings and ultimately arrest, even though there may not be sufficient shelter beds in the area for the homeless.

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

SECTION 1. LEGISLATIVE FINDINGS. The City Commission of the City of Holly Hill hereby adopts the recitals set forth in the preamble to this Ordinance (WHEREAS clauses) as legislative finding.

SECTION 2. Section 58-135 (Sleeping on Public Property Prohibited) is hereby adopted to read as follows:

Section 58-135 – (Sleeping on Public Property Prohibited.)

Pursuant to Florida Statute Section 125.0231, the City does not authorize or otherwise allow any person to regularly engage in public camping or sleeping on any public property including but not limited to any public buildings, or its grounds, and any public right-of-way under the jurisdiction of the City. The City shall, when prudent in the judgment of the enforcement officer, use progressive law enforcement when enforcing this regulation starting with a warning, citation, trespass order and arrest. The City shall provide homeless people attempting to camp or sleep on any public property with information regarding available homeless services.

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

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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 become effective immediately upon its adoption.

APPROVED AND AUTHENTICATED on this 14th day of JANUARY, 2025 for second and final reading.

Enacted and approved this 14th day of January, 2025, in Holly Hill

2. –2025-O-3081 Ordinance

FIRST READING - an Ordinance of the City of Holly Hill, Florida, Approving the First Major Amendment to the Fountainhead Mixed Use Planned Unit Development (MPUD) Development Agreement; Providing for Conflicting Ordinances; Providing for Severability; and Providing an Effective Date.

(Requested by Brian Walker, Board of Planning and Appeals)
Mr. Walker went through his staff report with the Mayor and City Commissioners to consider a Major Amendment and rezone to the Fountainhead Mixed Use Planned Unit Development (MPUD) located on the southwest corner of the intersection of Center Avenue and Walker Street - lots 1 and 2 of the Fountainhead plat and more specifically known as 1200 Synergy Way aka 1200 Center Avenue. The property is zoned Mixed Use Development with a Mixed Use III future land use and is located within the CRA Redevelopment Area. The applicant is now applying for a Major MPUD Amendment. Mr. Walker informed the Commissioners that since the Board of Planning and Appeals meeting, there have been changes and those changes have been provided to them tonight.
Mark Watts, Attorney with Cobb Cole spoke briefly to the Mayor and City Commissioners about the request for the major amendment to the MPUD, the rezone and the updated changes since the Board of Planning and Appeals meeting.
Mayor Penny opened public participation.
Danielle Latona, Holly Hill.
Mayor Penny closed public participation.
(A copy of this agenda item/meeting in its entirety is available online or available upon request on a CD in the City Clerk's Office).
Commissioner Snow made a motion to ***APPROVE ORDINANCE 3081 FOR FIRST READING AND TO DIRECT STAFF TO NEGOTIATE THE INCENTIVE***

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AGREEMENT BEFORE THE SECOND READING, *seconded by Commissioner DeLanoy.*
PASSED, 4-0.

RESULT:	**APPROVED AT 1ST READING [UNANIMOUS] Next: 2/11/2025 6:00 PM**
MOVER:	Debra Snow, City Commissioner
SECONDER:	Jeffrey DeLanoy, City Commissioner
AYES:	Penny, Snow, Currie, DeLanoy
EXCUSED:	Johnson

11. COMMUNICATIONS

A. City Manager Comments

Mr. Forte reminded everyone about the Ribbon Cutting next Tuesday, January 21st at 3:00 PM at the Fire Station. Mr. Forte stated with regard to the Incentive Agreement. He had an unrelated to this matter, a conversation with most of the representatives from Synergy Billing/Fountainhead Development last Friday in regards to purchasing the options of, the opportunity to purchase Parcels 3 and 4. When he asked what the use of Parcel 3 would be, it was explained that because of the expansion of the retention pond on Parcel 1 and the potential development that they have coming forward, Parcel 3 would be used as a parking lot. He told them he doesn't want to incentivize a parking lot and if he was going to sell Parcel 3, we would have to eliminate the Incentive Agreement to give them Parcel 3 and/or Parcel 4. Mr. Forte stated that was his position. He didn't talk with the Commission about it. He assumed that, that is the direction that the Commission would give him based on this conversation. Clearly that is. For him to negotiate with the developer on this, he needs a little bit more direction as to how far does the Commission want him to negotiate this Incentive Agreement. There are three main parts of the Incentive Agreement. There's the jobs incentive that's paid for out of the purchase money; there's the tax reimbursement that's paid for out of the construction dollars that are taxed and they get reimbursed a certain portion of that amount of money and then there's the other incentives, which is the waiving of permit fees, inspection fees, the percentage that they pay for development cost; all that's been waived and then in addition to that, there's other things that are constants, which are the traffic impact analysis which, by this time, he would probably assume or have to say that it's out of date and should be updated, there's concurrent fees that still have not yet, traffic concurrency fees that have not been resolved. Those are, he thinks, are outside the Incentive Agreement but still items that need to be negotiated. He wants a little bit of direction and he's glad the representatives are still here so that they don't think he's just making this stuff up on my own. Mr. Forte asked the Commission where do they want him to go with this in order for them to be successful in this zoning?

Mayor Penny stated from what he heard tonight, from himself and Commissioner Currie, was that the first two, he believes should be tied to this rezoning.

Mr. Forte stated the first two…

Attachment: Minutes - January 14, 2025 - Regular City Commission and CRA meeting (4748 : Minutes)

Mayor Penny stated the first two. The employees and the building. The permits and stuff, are going to expire in 18 months and the permits and waiving of permits, should still apply to this parcel but any future parcels, should not apply.

Mr. Forte stated so only allow the Incentive Agreement permit portion on Parcel 2 and not on any other parcels.

Mayor Penny stated that's what he would do because that was the deal the Commission made with them. There's not going to be any additional building on that parcel for the next 18 months. They're giving up a lot but they're giving up nothing because it's not going to be done.

Commissioner Currie stated it's not obtainable.

Mr. Forte stated he doesn't know what's coming. He has only been told that there are plans.

Mayor Penny stated his concern is, he doesn't know what he doesn't know and in the negotiation, until he has all the facts, he can't give Mr. Forte…he can't side, he can't lean more towards them because he doesn't know what they're doing and he's learned to trust and verify and he can't verify, that's my problem.

Commissioner Currie stated she feels the same about the Incentive Agreement and as far as she's concerned, it's not really obtainable anyway. She would say good faith goes a long way but when it started 10 years ago, the good faith kind of went out the window. She can't trust in anything they tell her now that they're going to produce because nothing has been produced like was originally said, so that's where she's at.

Mr. Forte stated he will go ahead and engage that conversation but you know, clearly, neither party trusts each other.

Commissioner Currie stated, well, Mr. Meyer has said that in messages to you and I don't appreciate that. This Commission has always done everything they could to try to help that project and to say that he doesn't trust Holly Hill, he doesn't trust anything from here, we've never given him a reason not to trust us and I take offense to that.

Mayor Penny asked if Commissioners Snow and DeLanoy would like to comment.

Commissioner Currie stated she knows it's kind of hard when you weren't here from the beginning.

Commissioner DeLanoy stated yes, he's still not completely…he has about 50% knowledge of it.

Mayor Penny stated they can meet with Mr. Forte individually and he can fill them in. Mayor Penny asked if Mr. Forte had some more direction and Mr. Forte stated, yes.

B. City Attorney Comments
None.

Attachment: Minutes - January 14, 2025 - Regular City Commission and CRA meeting (4748 : Minutes)

C. Mayor's Comments

Mayor Penny reminded everyone about the free concert at Pictona on Friday, January 17th, the Dueling Pianos; the Ribbon Cutting on 21st and the workshop is at 4:00 PM, the VLC dinner at Daytona Beach Shores and on February 14th, Hayfire, a local country band will be playing.

D. City Commission Comments

Commissioner Currie mentioned the people that were here earlier from 700 Grove Avenue, have been working with Mr. Walker. She knew nothing about what they spoke of. Mr. Walker will continue to let them know what the process is and where they are and she gave them her business card as well. There is a workshop on January 21st at 4:00 PM.

Commissioner DeLanoy apologized for not know much about Fountainhead but he will meet with Mr. Forte to get some more information.

12. ADJOURNMENT

The meeting adjourned at approximately 8:10 PM.

Attachment: Minutes - January 14, 2025 - Regular City Commission and CRA meeting (4748 : Minutes)

CITY OF HOLLY HILL, FLORIDA

CITY COMMISSION

MINUTES ● JANUARY 14, 2025

Large Conference Room | **Work Session** | **4:00 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

2. ROLL CALL

Attendee Name	Title	Status	Arrived
John Penny	Mayor	Present	
Debra Snow	City Commissioner	Present	
Penny Currie	City Commissioner	Present	
Jeffrey DeLanoy	City Commissioner	Present	
Roy Johnson	City Commissioner	Excused	

3. DECORUM POLICY

The Mayor, City Commissioners and staff briefly went through the decorum policy and mentioned some suggestions and deletions from the handout provided by staff. Staff will make the necessary changes and bring forth as a regular item on a future agenda for adoption.

4. CHARTER REVIEW COMMITTEE

There was discussion about the Charter Review Committee and what the process is. It was suggested by staff that each City Commissioner and Mayor submit their recommended individual to serve on the committee to Mr. Forte within a month.

5. YMCA IMPROVEMENTS

There was consensus from the Mayor and City Commissioners that they would like to see and focus more on the youth, children and senior activities at the YMCA; possibly look into ECHO and State grants for capital improvements to the YMCA; look at architectural ideas in the near future to expand the building, which would have to be budgeted.

(A copy of this workshop in its entirety is available online under the city's YouTube channel or available upon request on a CD in the City Clerk's Office.)

6. ADJOURNMENT

The workshop adjourned at approximately 5:30 PM.

Attachment: Minutes - January 14, 2025 - Workshop (4748 : Minutes)

HOLLY HILL
FLORIDA

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Resolution

MEETING DATE: **January 28, 2025**
FROM: **Valerie Manning**
SUBJECT: **A Resolution of the City Commission of the City of Holly Hill, Florida, Awarding an Agreement with Gregori Construction, Inc., in the Amount of $700,111.50 for the Replacement of the Riverside Park Bulkhead and Authorizing the City Manager to Execute the Same; Providing for Severability; and Providing for an Effective Date.**
NUMBER: **2025-R-7**
APPLICANT:
PLANNER:

DISCUSSION:

On November 12, 2024, the Commission of the City of Holly Hill accepted a grant from the Florida Inland Navigation District for 50% of the cost of the construction of a replacement bulkhead at Riverside Park up to a maximum amount of $440,000. Accordingly, an Invitation to Bid for the construction to replace the Riverside Park bulkhead was broadcast on November 19, 2024. The Invitation to Bid is included under "Exhibit A".

On December 17, 2024, the City received the following five (5) proposals for this project:

Vendor
East Coast Marine - $792,747.89
Gregori Construction - $700,111.50
Paul Culver Construction - $947,389.30
SE Cline Construction - $778,757.11
YC Group - $1,047,070.20

A review of the apparent low bidder's proposal was conducted by the project engineer, Dredging and Marine Consultants (DMC). Following the vetting of project references and a review of bid tabulations, DMC has recommended the construction of the Riverside Park bulkhead be awarded to Gregori Construction. City staff have also reviewed the bid submitted by Gregori Construction and concur with DMC's recommendation of award.

It was noted that the submission received did not revise the length of the composite sheet pile from 200' to 205' as was requested in the questions and answers addendum. As such, with the unit cost submitted at $1,700, the City can anticipate a change order in the amount of $8,500 bringing the total construction cost of this project to $708,611.50.

The bid submitted by Gregori Construction is included under "Exhibit B" and the recommendation of award from DMC is included under "Exhibit C".

FISCAL ANALYSIS:

There is $736,810 available for the Riverside Park Bulkhead Project under general ledger account 301-8110-580-6300, Project 22-BG-10. The proposal from Gregori Construction is in the amount of $700,111.50 with an anticipated increase to $708,611.50. As such, this project is within the approved budget.

The City received a grant of 50% of the project cost up to $440,000. As such, the City can anticipate reimbursement in the amount of $354,305.75

STAFF RECOMMENDATION:

Award an agreement with Gregori Construction, Inc., in the amount of $700,111.50 for the replacement of the Riverside Park bulkhead 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:

AWARDING AN AGREEMENT WITH GREGORI CONSTRUCTION, INC., IN THE AMOUNT OF $700,111.50 FOR THE REPLACEMENT OF THE RIVERSIDE PARK BULKHEAD AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME.

ATTACHMENTS:

- Exhibit A - Riverside Park Bulkhead Replacement 22BG10 (PDF)
- Exhibit B - Holly Hill Riverside Park Bulkhead Replacement Bid - Gregori Construction (PDF)
- Exhibit C - Bid Award Recommendation Letter (PDF)

Resolution No. 2025-7

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AWARDING AN AGREEMENT WITH GREGORI CONSTRUCTION, INC., IN THE AMOUNT OF $700,111.50 FOR THE REPLACEMENT OF THE RIVERSIDE PARK BULKHEAD 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 AN AGREEMENT WITH GREGORI CONSTRUCTION, INC., IN THE AMOUNT OF $700,111.50 FOR THE REPLACEMENT OF THE RIVERSIDE PARK BULKHEAD AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME; AND PROVIDING SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Riverside Park bulkhead is in need of a replacement; and

WHEREAS, there is $736,810 available for the Riverside Park Bulkhead Project under general ledger 301-8110-580-6300, Project 22-BG-10; and

WHEREAS, five (5) bids were received for the replacement of the bulkhead, with Gregori Construction, Inc. the presumptive low bidder at $700,110.50; and

WHEREAS, the Project Engineer, Dredging and Marine Consultants (DMC), has reviewed the bid submitted, vetted references and has recommended that the replacement of the Riverside Park bulkhead be awarded to Gregori Construction; and

WHEREAS, City staff have reviewed the bid submitted by Gregori Construction and concur with DMC's recommendation of award.

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 awards an agreement with Gregori Construction, Inc., in the amount of $700,111.50 for the replacement of the Riverside Park bulkhead, and authorizes 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 28th day of JANUARY, 2025.

Invitation to Bid

NUMBER
22-BG-10

HOLLY HILL
FLORIDA

Riverside Park Bulkhead Replacement

Michele Moore, Finance Director

Attachment: Exhibit A - Riverside Park Bulkhead Replacement 22BG10 (2025-R-7 : Riverside Park Bulkhead Replacement)

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CITY OF HOLLY HILL

RIVERSIDE PARK BULKHEAD REPLACEMENT

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00 10 00	Instruction to Bidders
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00 33 00	Listing of Subcontractors
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00 48 00	Anti-Collusion Statement
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00 48 60	Compliance with Public Records
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00 66 00	Affidavit Regarding Workman's Compensation
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00 84 00	Contractor Request for Information (RAI)
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Attachment: Exhibit A - Riverside Park Bulkhead Replacement 22BG10 (2025-R-7 : Riverside Park Bulkhead Replacement)

SECTION 00 02 00
INVITATION TO BID
CITY OF HOLLY HILL, FLORIDA
RIVERSIDE PARK BULKHEAD REPLACEMENT
BID# 22-BG-10

Notice is hereby given that the City of Holly Hill, Florida is accepting bids to replace the bulkhead at Riverside Park, located at 231 Riverside Drive.

Sealed bids will be accepted by the City of Holly Hill, 1065 Ridgewood Avenue, Holly Hill, Florida 32117, **until 10:00 am, December 17, 2024** 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 **City of Holly Hill Commission Chamber at 10:00 am on December 3, 2024.** 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 a 200 linear feet bulkhead at Riverside Park, located at 231 Riverside Drive, Holly Hill, Florida 32117. Work will include a reinforced concrete cap, composite sheet piles and a helical anchor system.

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 Natalie Tejada at ntejada@dmces.com. Questions to be submitted no later than **5:00 pm on December 11, 2024.**

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:

RIVERSIDE PARK BULKHEAD REPLACEMENT

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

Attachment: Exhibit A - Riverside Park Bulkhead Replacement 22BG10 (2025-R-7 : Riverside Park Bulkhead Replacement)

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 provide and install:

RIVERSIDE PARK BULKHEAD REPLACEMENT

BID NO. 22-BG-10

B.The location of the project is 231 Riverside Drive, Holly Hill, Florida 32117

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. 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 Natalie Tejada at ntejada@dmces.com. Questions to be submitted no later than 5:00pm on December 11, 2024. Any addenda will be issued by December 13, 2024.

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 - Riverside Park Bulkhead Replacement 22BG10 (2025-R-7 : Riverside Park Bulkhead Replacement)

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.

Attachment: Exhibit A - Riverside Park Bulkhead Replacement 22BG10 (2025-R-7 : Riverside Park Bulkhead Replacement)

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 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

Bid bonds will not be required for this project.

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.

Attachment: Exhibit A - Riverside Park Bulkhead Replacement 22BG10 (2025-R-7 : Riverside Park Bulkhead Replacement)

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 a written request for an interpretation thereof to ntejada@dmces.com 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 if applicable. Failure to abide by this provision may serve as grounds for disqualification for award of this contract to the firm.

Attachment: Exhibit A - Riverside Park Bulkhead Replacement 22BG10 (2025-R-7 : Riverside Park Bulkhead Replacement)

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.

The Scope of Work for this project will include the provision and installation of a replacement bulkhead at Riverside Park, located at 231 Riverside Drive, Holly Hill, Florida 32117. Specifications and design drawings are included under Exhibits A and B respectively.

1.15 SUBMITTING PROPOSAL

One (1) original and (1) electronic copy on USB flash drive of the Proposal, 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.

RIVERSIDE PARK BULKHEAD REPLACEMENT

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 duplicate , or in as many copies as the Owner may require.

Attachment: Exhibit A - Riverside Park Bulkhead Replacement 22BG10 (2025-R-7 : Riverside Park Bulkhead Replacement)

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

Upon award, the successful bidder with be required to furnish and pay for a payment and performance bond acceptable to the owner and with a minimum rating of Class IV by Bests Rating Classification for one hundred percent (100%) of the contract sum. The Performance Payment Bond must be recorded by the Clerk of the Court, Volusia County, and enter into a Contract for Services with the City of Holly Hill.

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 attorney's fees, to which the Owner may be put for any injury or alleged injury to the person or property of another 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.

Attachment: Exhibit A - Riverside Park Bulkhead Replacement 22BG10 (2025-R-7 : Riverside Park Bulkhead Replacement)

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 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.

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.

Attachment: Exhibit A - Riverside Park Bulkhead Replacement 22BG10 (2025-R-7 : Riverside Park Bulkhead Replacement)

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 City of Holly Hill purchasing policy section 14.2 and section 10.4.1 of the City of Holly Hill Personnel Rules and Regulations. 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.

Attachment: Exhibit A - Riverside Park Bulkhead Replacement 22BG10 (2025-R-7 : Riverside Park Bulkhead Replacement)

1.27 LOCAL VENDOR PREFERENCE

This project is partially funded by a Florida Inland Navigation District grant. No local vendor preference will be observed for this project.

END OF SECTION

Attachment: Exhibit A - Riverside Park Bulkhead Replacement 22BG10 (2025-R-7 : Riverside Park Bulkhead Replacement)

SECTION 00 30 00
PROPOSAL

FOR

CITY OF HOLLY HILL

RIVERSIDE PARK BULKHEAD REPLACEMENT

BID NO. 22-BG-10

(To be completed in Duplicate)

Bidder's Name:_____

Submitted: _____, 20

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

To Whom it May Concern:

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

Attachment: Exhibit A - Riverside Park Bulkhead Replacement 22BG10 (2025-R-7 : Riverside Park Bulkhead Replacement)

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 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**,**

RIVERSIDE PARK BULKHEAD REPLACEMENT

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.

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUN
1	Mobilization and Demobilization	1	LS		
2	Construction Survey and As-Built Survey	1	LS		
3	Environmental Protection and Compliance	1	LS		
4	Temporary Traffic Control	1	LS		
5	Demolition, Hauling and Disposal	1	LS		
6	Reinforced Concrete Cap (includes Concrete Plugs)	45	CY		
7	CMI UC-95 Composite Sheet Pile	200	LF		
8	Helical Anchor System	17	EA		
9	Flowable Fill	115	CY		
10	Rock Revetment	58	TN		
11	Remove and Replace Existing Brick Pavers	1,200	SF		
12	Concrete Ribbon Curb	195	LF		
13	Railing	195	LF		
				SUBTOTAL	
				Contingency 10%	
				TOTAL	
LS = Lump Sum, LF = Linear Feet, CY = Cubic Yard, EA = Each, TN = Ton, SF = Square feet					

Attachment: Exhibit A - Riverside Park Bulkhead Replacement 22BG10 (2025-R-7 : Riverside Park Bulkhead Replacement)

The bid total is:

_____

(In Words)

Dollars $_____ (In Figures)

Attachment: Exhibit A - Riverside Park Bulkhead Replacement 22BG10 (2025-R-7 : Riverside Park Bulkhead Replacement)

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 completed within **180 days.**

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 (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: 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
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
W9 Request for Taxpayer Identification Number and Certification

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.

Attachment: Exhibit A - Riverside Park Bulkhead Replacement 22BG10 (2025-R-7 : Riverside Park Bulkhead Replacement)

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 - Riverside Park Bulkhead Replacement 22BG10 (2025-R-7 : Riverside Park Bulkhead Replacement)

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: $_____

Attachment: Exhibit A - Riverside Park Bulkhead Replacement 22BG10 (2025-R-7 : Riverside Park Bulkhead Replacement)

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?

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 - Riverside Park Bulkhead Replacement 22BG10 (2025-R-7 : Riverside Park Bulkhead Replacement)

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 - Riverside Park Bulkhead Replacement 22BG10 (2025-R-7 : Riverside Park Bulkhead Replacement)

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 - Riverside Park Bulkhead Replacement 22BG10 (2025-R-7 : Riverside Park Bulkhead Replacement)

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,

Attachment: Exhibit A - Riverside Park Bulkhead Replacement 22BG10 (2025-R-7 : Riverside Park Bulkhead Replacement)

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).

Attachment: Exhibit A - Riverside Park Bulkhead Replacement 22BG10 (2025-R-7 : Riverside Park Bulkhead Replacement)

(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 - Riverside Park Bulkhead Replacement 22BG10 (2025-R-7 : Riverside Park Bulkhead Replacement)

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 - Riverside Park Bulkhead Replacement 22BG10 (2025-R-7 : Riverside Park Bulkhead Replacement)

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 drugfree 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 - Riverside Park Bulkhead Replacement 22BG10 (2025-R-7 : Riverside Park Bulkhead Replacement)

SECTION 00 48 60

COMPLIANCE WITH THE PUBLIC RECORDS LAW

Project Number: **22-BG-10**

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 - Riverside Park Bulkhead Replacement 22BG10 (2025-R-7 : Riverside Park Bulkhead Replacement)

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,

END OF SECTION

Attachment: Exhibit A - Riverside Park Bulkhead Replacement 22BG10 (2025-R-7 : Riverside Park Bulkhead Replacement)

E-VERIFY COMPLIANCE

Affidavit of E-Verify Requirements
Compliance
BID NO. 22-BG-10

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 - Riverside Park Bulkhead Replacement 22BG10 (2025-R-7 : Riverside Park Bulkhead Replacement)

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:

Riverside Park Bulkhead Replacement

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 **180 days.**

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 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

Attachment: Exhibit A - Riverside Park Bulkhead Replacement 22BG10 (2025-R-7 : Riverside Park Bulkhead Replacement)

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 50% 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 (5%) of the amount of each estimate.

2. .
2. 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.

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.

Attachment: Exhibit A - Riverside Park Bulkhead Replacement 22BG10 (2025-R-7 : Riverside Park Bulkhead Replacement)

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 - Riverside Park Bulkhead Replacement 22BG10 (2025-R-7 : Riverside Park Bulkhead Replacement)

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 - Riverside Park Bulkhead Replacement 22BG10 (2025-R-7 : Riverside Park Bulkhead Replacement)

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 - Riverside Park Bulkhead Replacement 22BG10 (2025-R-7 : Riverside Park Bulkhead Replacement)

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 _____.
Reference 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 - Riverside Park Bulkhead Replacement 22BG10 (2025-R-7 : Riverside Park Bulkhead Replacement)

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 Hall & Ogle Architects, Inc., located at 208 Magnolia Avenue, Daytona Beach, Florida 32114.

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

State of _____

County of _____

Sworn to and subscribed before me this _____ day of _____, 20 _____.

_____

Notary Public

My Commission Expires: _____

END OF SECTION 00 67 00 - 01

Attachment: Exhibit A - Riverside Park Bulkhead Replacement 22BG10 (2025-R-7 : Riverside Park Bulkhead Replacement)

SECTION 00 08 00A

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 - Riverside Park Bulkhead Replacement 22BG10 (2025-R-7 : Riverside Park Bulkhead Replacement)

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.

Attachment: Exhibit A - Riverside Park Bulkhead Replacement 22BG10 (2025-R-7 : Riverside Park Bulkhead Replacement)

(1) Maximum Deductible - $5,000 each claim

(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:

Attachment: Exhibit A - Riverside Park Bulkhead Replacement 22BG10 (2025-R-7 : Riverside Park Bulkhead Replacement)

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.

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.

Attachment: Exhibit A - Riverside Park Bulkhead Replacement 22BG10 (2025-R-7 : Riverside Park Bulkhead Replacement)

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 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 A - Riverside Park Bulkhead Replacement 22BG10 (2025-R-7 : Riverside Park Bulkhead Replacement)

SECTION 00 84 00
CONTRACTOR REQUEST FOR INFORMATION (RFI)

PROJECT NAME: **RIVERSIDE PARK BULKHEAD REPLACEMENT**

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 - Riverside Park Bulkhead Replacement 22BG10 (2025-R-7 : Riverside Park Bulkhead Replacement)

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 ($_____).

Two (2) copies of each of the following proposed Contract Documents (except Project Manual and Drawings) accompany this Notice of Award:

- ♦ Agreement Between Owner and Contractor
- ♦ Payment and Performance Bond
- ♦ Public Construction Bond
- ♦ Insurance Requirements
- ♦ Affidavit Regarding Workman's Compensation
- ♦ 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___.

Attachment: Exhibit A - Riverside Park Bulkhead Replacement 22BG10 (2025-R-7 : Riverside Park Bulkhead Replacement)

1. You must deliver to the OWNER two (2) fully executed counterparts of the Agreement.

2. You must deliver with the executed Agreement two (2) 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 two (2) completed, with original signatures, Certificates and Endorsements of Insurance in the form specified in the Bidding Documents.

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

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

OWNER'S REPRESENTATIVE:

_____

_____ Date: _____

(Authorized Signature)

_____

(Title)

END OF SECTION

Attachment: Exhibit A - Riverside Park Bulkhead Replacement 22BG10 (2025-R-7 : Riverside Park Bulkhead Replacement)

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
00 84 20-1

Attachment: Exhibit A - Riverside Park Bulkhead Replacement 22BG10 (2025-R-7 : Riverside Park Bulkhead Replacement)

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:

CHANGES ORDERED:

Attachment: Exhibit A - Riverside Park Bulkhead Replacement 22BG10 (2025-R-7 : Riverside Park Bulkhead Replacement)

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:

Acknowledgments:

Attachment: Exhibit A - Riverside Park Bulkhead Replacement 22BG10 (2025-R-7 : Riverside Park Bulkhead Replacement)

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.

ACCEPTED BY:

_____
(Contractor)

By:

_____
(Date)

_____
(Authorized Signature)

APPROVED BY:

_____
(Owner)

By:

_____
(Date)

_____
(Authorized Signature)

END OF SECTION

SECTION 00 84 40

Attachment: Exhibit A - Riverside Park Bulkhead Replacement 22BG10 (2025-R-7 : Riverside Park Bulkhead Replacement)

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 TOTAL		ADDITIONS $ 0.00	DEDUCTIONS $ 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 $ (Line 3 less Line 6)		0.00

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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.

Dredging & Marine Consultants, Inc.

By: _____

(Authorized Signature)

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Date: _____

Owner's Approval

By: _____

_____

(Title)

Acct No.

Date: _____

END OF SECTION

Attachment: Exhibit A - Riverside Park Bulkhead Replacement 22BG10 (2025-R-7 : Riverside Park Bulkhead Replacement)

SECTION 01 42 00

REFERENCES

PART 1 – GENERAL

1.01 GENERAL

A. Applicable Publications. Whenever in these Specifications references are made to published specifications, codes, standards, or other requirements, it shall be understood that wherever no date is specified, only the latest specifications, standards, or requirements of the respective issuing agencies which have been published as of the date that the Work is advertised for bids, shall apply; except to the extent that said standards or requirements may be in conflict with applicable laws, ordinances, or governing codes. No requirements set forth herein or shown on the Drawings shall be waived because of any provision of or omission from said standards or requirements.

B. Assignment of Specialists. In certain instances, specification test requires (or implies) that specific work is to be assigned to specialist or expert entities who must be engaged for the performance of the Work. Such assignments shall be recognized as special requirements over which the CONTRACTOR has no choice or option. These requirements shall not be interpreted so as to conflict with the enforcement of building codes and similar regulations governing the Work. They are not intended to interfere with local union jurisdiction settlements and similar conventions. Such assignments are intended to establish which party or entity involved in a specific unit of Work is recognized as "expert" for the indicated construction processes or operations. Nevertheless, the final responsibility for fulfillment of the entire set of Contract requirements remains with the CONTRACTOR.

1.02 REFERENCE SPECIFICATIONS, CODES, AND STANDARDS

A. Without limiting the generality of other requirements of the Specifications, all Work specified herein shall conform to or exceed the requirements of such referenced documents which are not in conflict with the requirements of these Specifications or applicable codes.

B. References herein to "Building Code" shall mean the latest edition of the Florida Building Code. The latest edition of the code as approved and used by the local agency as of the date of award as adopted by the agency having jurisdiction shall apply to the Work herein, including all addenda, modifications, amendments, or other lawful changes thereto.

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C. In case of conflict between codes, reference standards, Drawings, and the other Contract Documents, the most stringent requirements shall govern. All conflicts shall be brought to the attention of the ARCHITECT for clarification and directions prior to ordering or providing any materials or labor. The CONTRACTOR shall bid the most stringent requirements.

D. Applicable Standard Specifications. The ARCHITECT shall construct the Work specified herein in accordance with the requirements of the Contract Documents and the referenced portions of those referenced codes, standards, and specifications listed.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

Attachment: Exhibit A - Riverside Park Bulkhead Replacement 22BG10 (2025-R-7 : Riverside Park Bulkhead Replacement)

City of Holly Hill

HOLLY HILL
FLORIDA

Riverside Park Bulkhead Repair

Project Technical Specifications

Original Date: November 4, 2024

Attachment: Exhibit A - Riverside Park Bulkhead Replacement 22BG10 (2025-R-7 : Riverside Park Bulkhead Replacement)

Item 1 **Mobilization and Demobilization:**

The work specified in this section consists of the preparatory work and operations necessary for the movement of personnel, equipment, supplies and incidentals to the project site, and for the establishment of temporary offices, buildings, safety equipment and first aid supplies, sanitary and other facilities, as required by these Technical Specifications, the construction plans, and State and local laws and regulations. All costs for the necessary bonds as indicated in the bid document shall be included in this item.

All costs for permits and any required insurance, and any other pre-construction expense necessary for the start of the work, as well the cost of the removal of the above items, shall also be included in this item. All costs associated with trimming/clearing of trees, other vegetation, turf removal, any other materials, and any other site preparation tasks necessary to allow construction of the project, shall also be included in this item. **The contractor is responsible for all work and costs associated with acquiring all necessary documents including but not limited to permits required for dewatering, mangrove trimming, mangrove removal, etc. as necessary for the construction of the proposed structures.** All costs associated with collecting complete photographic and video documentation of the site prior to construction shall also be included in this item. All costs associated with grading and grassing the project site once work is complete to restore the site to pre-work conditions shall also be included in the cost of this bid item. The CONTRACTOR shall be responsible for irrigating newly placed grass to ensure establishment and long-term viability of grass cover.

At the pre-construction meeting, the CONTRACTOR shall submit a tentative work schedule, safety plan, a shipping, stockpile and site administration plan (SSSAP), a complete list of all SUBCONTRACTORs that will be employed by the PRIME CONTRACTOR, and complete contact information for PRIME CONTRACTOR staff and all SUBCONTRACTOR staff. Personnel to be included in the contact lists shall include, but not necessarily be limited to: CONTRACTOR and SUBCONTRACTOR Principals, CONTRACTOR and SUBCONTRACTOR Project Managers, CONTRACTOR and SUBCONTRACTOR Site Superintendents and/or Foremen. In addition, emergency contact information shall be included for the PRIME CONTRACTOR and all SUBCONTRACTORs.

The basis of payment for **Mobilization and Demobilization** shall be **LUMP SUM**. Fifty (50) percent of this lump sum cost shall be paid upon mobilization of equipment to the project site. An additional 30% of this cost shall be paid as the project progresses. The final 20% of this cost, less retainage, shall be paid upon removal of all equipment from the project site.

Item 2 **Construction Survey and As-Built Survey:**

The bid price for this item shall include all necessary survey work for the CONTRACTOR to complete all construction activities and as-built. Elevations for the plans are based on the NAVD 1988 datum.

The CONTRACTOR shall furnish the services of a State of Florida licensed land surveyor for the field layout of all work. The CONTRACTOR's licensed land surveyor shall perform all initial site layout and shall provide follow-up verification of all work

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underway at a frequency of no less than once a week. The ENGINEER must approve the initial site stakeout before any work begins; the CONTRACTOR shall provide a minimum of 72-hour notice to the ENGINEER of the anticipated completion of the initial stake-out so the inspection and field verification can be scheduled.

In addition, the bid price for this item shall include all necessary survey work for the CONTRACTOR to prepare one (1) hard copy, one (1) electronic copy (AutoCAD 2021 format) and one (1) electronic copy (pdf format) of the completed project. These documents shall be signed and sealed by a professional surveyor registered in the State of Florida (the pdf copy shall be digitally signed and sealed) and then submitted to the ENGINEER for approval. The CONTRACTOR shall accurately record the location and elevations of all constructed grades and structures including but not limited to all features, caps, headwalls, box culvert, weir structure, sluice gate, sidewalk, utilities, top and toe elevations of riprap, fence locations, signage, water elevations, ROW lines and easement lines.

The basis of payment for **Construction Survey and As-Built Survey** shall be **LUMP SUM.**

Item 3 **Environmental Protection and Compliance:**

The bid price for this item shall include, but not be limited to, the necessary manpower, equipment and materials needed to maintain regulatory compliance and environmental protection during all phases of construction. This item includes all costs related to obtaining a NPDES permit and complying with all NPDES permit requirements. Turbidity curtains and silt fencing shall always be installed around construction areas. The CONTRACTOR shall take all proactive measures to reduce loss of sediment and turbidity generation in receiving waters during all construction activities. The bid price for this item shall include all costs for monitoring and reporting turbidity of water discharged from the site as required by the NPDES or other permits, as well as all costs for corrective measures taken to correct measured turbidity levels more than permitted conditions.

The bid price for this item shall also include all costs associated with regularly inspecting and maintaining all other erosion, sediment, and turbidity control measures employed during construction of this project, as well as any necessary repairs and/or replacement of these measures, with the need determined through regular inspections conducted at minimum intervals as specified in the NPDES and other project permits, and/or at the direction of the ENGINEER and/or CITY. Copies of the control measure inspection reports shall be submitted to the ENGINEER within one week of the inspection, and a summary of corrective measures taken to address noted deficiencies shall be included. A weekly log of these inspections shall be provided to the ENGINEER.

In addition, the CONTRACTOR shall comply with all permits for this project and all federal, state, and local water quality standards throughout the duration of the project. The CONTRACTOR shall always keep copies of permit documents on site while the project is under construction.

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The CONTRACTOR shall comply with the standard manatee, sea turtle and small tooth sawfish protection conditions; these are included in the Environmental Notes of the construction plans.

The basis of payment for **Environmental Protection and Compliance** shall be **LUMP SUM**. Fifty (50) percent of the lump sum cost shall be paid upon obtaining an NPDES permit and properly installing all erosion and turbidity control measures. The remainder of the cost (less retainage) shall be paid as the project progresses. Removal of all control measures from the project site once the work has been completed is required before final acceptance of the project by the CITY.

Item 4 **Temporary Traffic Control:**

The bid price for this item shall include, but not be limited to, the necessary manpower, equipment and materials needed to provide temporary traffic control through the project area for the duration of construction. The site entrance of Riverside Park on Riverside Dr., and it is anticipated that trucks hauling materials to or from the project site will be frequently entering and leaving the project area through this entrance.

At the preconstruction meeting, the CONTRACTOR shall submit a temporary traffic control plan (TTC) to the ENGINEER and the CITY for approval. This TTC Plan shall conform to the requirements of Standard Plans Indexes 102-600, 102-602 and 102-605 of the Florida Department of Transportation Standard Plans (FY 2019-20). The TTC Plan shall also include details ensuring the safe delivery and removal of materials by trucks from temporary stockpile areas established near the project area. Any personnel utilized as flaggers must have completed a Temporary Traffic Control Flagger Training course offered by an FDOT-approved provider, and set-up, inspection and maintenance of temporary traffic control devices must be performed under the supervision of personnel who have completed an Intermediate level TTC course offered by an FDOT-approved provider. The CONTRACTOR shall always maintain copies of all training certificates on the project site. The ENGINEER must be informed once TTC measures have been fully implemented so an inspection may be scheduled. The CONTRACTOR shall regularly inspect barricades, signs, fencing and other TTC devices employed on the job site, and shall repair or replace these as needed.

The basis of payment for **Temporary Traffic Control** shall be **LUMP SUM**. Fifty (50) percent of the lump sum cost shall be paid once TTC devices and signage have been deployed per the approved TTC plan. The remainder of the cost (less retainage) shall be paid as the project progresses. Removal of TTC devices and signage from the project site once the work has been completed is required before final acceptance of the project by the CITY.

Item 5 **Demolition, Hauling, and Disposal:**

The bid price for this item shall include, but not be limited to, the required manpower, equipment, materials and other costs involved in removal and disposal of the existing all existing structures and features as indicated in the construction plans.

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The CONTRACTOR shall take all necessary precautions to avoid damage to upland and wetland vegetation and trees to be preserved during removal, demolition and hauling of debris.
Trees requiring removal during construction shall be replaced in kind.

In addition, the CONTRACTOR shall take all necessary precautions to avoid impacts to in-water resources during demolition and removal of the existing structures. All environmental protection measures shall be in place before any demolition or other construction activity commences.

The CONTRACTOR shall be responsible for requesting utility locates from Sunshine 811 prior to commencing any demolition or other earthwork activities. All silt fence, turbidity curtains and other erosion and sediment control measures must be in place prior to commencing any demolition activities.

The basis of payment for **Demolition, Hauling, and Disposal** shall be L**UMP SUM**.

Item 6 **Reinforced Concrete Cap (Includes Concrete Plugs):**

The bid price for this item shall include, but not be limited to, the necessary manpower, equipment and materials needed to properly construct and install the concrete cap, and other incidental related construction as indicated in the construction plans.

The CONTRACTOR is responsible for submitting shop drawings for steel, concrete mixes, joint sealant and other hardware/materials for ENGINEER's approval before any cap. Concrete trucks shall not be allowed within 25 feet of the bulkhead. The CONTRACTOR shall ensure that the proper mix design for the cap concrete, as indicated in the construction plans, is submitted to the ENGINEER for approval prior to pouring any concrete. The CONTRACTOR shall also submit shop drawings and technical data sheets for all reinforcing steel products to the ENGINEER for selection and approval prior to construction.

The CONTRACTOR shall inform the ENGINEER a minimum of 72 hours in advance of pouring concrete for the cap so an inspection can be scheduled to check the placement of reinforcing steel inside the forms. The CONTRACTOR shall ensure sufficient chairs, non-metallic ties and other measures are utilized to ensure reinforcing steel is not allowed to shift position excessively when pouring concrete for the cap. The CONTRACTOR shall place concrete in a manner that minimizes movement of reinforcing steel during the pour and shall ensure that concrete is thoroughly vibrated while being poured. Excessively honeycombed sections of concrete cap will be rejected, and the CONTRACTOR shall replace these at no additional cost to the CITY. The CONTRACTOR shall notify the ENGINEER once the forms for the cap are removed after cap concrete has been poured so an inspection of the finished cap can be conducted.

All costs associated with material testing of each truck of concrete will be the responsibility of the CONTRACTOR and such cost shall be included in this line item. See notes and specifications in the construction plans for more information on alignment and rebar configuration.

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The CONTRACTOR shall take all precautions necessary to prevent excessive loads from being applied to the bulkhead wall by earth-moving equipment and methods and shall carefully note all structures and other items that are indicated to be moved, stored, and/or preserved, and not explicitly indicated to be demolished, are protected throughout construction. Any such item that is damaged or destroyed by construction activity shall be repaired and/or replaced by the CONTRACTOR at no additional cost to the CITY.

This item shall also include all required testing for cap concrete. All testing shall be performed by a licensed Florida engineering firm.

The basis of payment for **Reinforced Concrete Cap (Includes Concrete Plugs)** shall be per **CUBIC YARD**.

Item 7 **CMI UC-95 Composite Sheet Pile:**

The bid price for this item shall include, but not be limited to, the necessary manpower, equipment and materials needed to furnish and install the Composite Sheet Pile (CMI UC-95 or equivalent) bulkhead wall as indicated in the construction plans.

The CONTRACTOR is responsible for providing a pile driving methodology that will properly attain the indicated embedment of the sheet piles, and that meets the sheet pile manufacturer's construction requirements and instructions and must submit calculations verifying the methods and procedures for such installation. Sheet piles must be embedded with the appropriate machinery and the CONTRACTOR is responsible for replacement, at no additional cost to the CITY, of any broken, cracked or misaligned sheet piles. A copy of the geotechnical report prepared for this project is included in the contract documents; the CONTRACTOR is responsible for being familiar with this report when preparing the pile driving methodology.

The CONTRACTOR shall inspect all sheet piles that are delivered to the site and shall stockpile sheet piles in a manner that ensures sheets are undamaged. It is the CONTRACTOR's responsibility to reject any sheet pile that is delivered to the site damaged to an extent where it is in unusable condition. Any damaged sheets that are driven shall be repaired or replaced at the direction of the ENGINEER, at no additional cost to the CITY.

The CONTRACTOR is responsible for maintaining the up-to-date pile driving logs at all times during the construction. In addition to the weekly submittal requirements for driving logs noted in the General Conditions above, the CONTRACTOR shall make the driving logs available for inspection by the ENGINEER and/or CITY at any time requested. The information to be recorded in a pile driving log; a pile driving log sample must be provided to the engineer of record for review and approval prior to installing sheet pile. The CONTRACTOR shall submit the final pile driving logs so the ENGINEER may review them prior to final project acceptance. The ENGINEER shall not make a structural certification without this submittal.

Sheet piles shall be cut to design top elevation. Piles damaged beyond the top six (6) inches shall be removed and replaced, unless approved by the ENGINEER in writing. The ENGINEER shall be notified about damaged piles a minimum of 72

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hours in advance to a planned site visit. Unless approved in writing by the Engineer, the damaged piles shall be removed and replaced at the CONTRACTOR's expense.

The basis of payment for **UC-95 Composite Sheet Pile** shall be per **LINEAR FOOT**.

Item 8 **Helical Anchor System:**

The bid price for this item shall include, but not be limited to, the necessary manpower, equipment and materials needed to furnish and install the helical anchor system as indicated in the construction plans.

The basis of payment for **the Helical Anchor System** shall be per **EACH** anchor installed.

Item 9 **Flowable Fill:**

The bid price for this item shall include, but not be limited to, the necessary manpower, equipment and materials needed to furnish and install the flowable fill as indicated in the construction plans.

APPLICABLE PUBLICATIONS:
ASTM C403/C403M, Standard Test Method for Time of Setting of Concrete Mixtures by Penetration Resistance, latest edition.

ASTM C939/C939M, Standard Test Method for Flow of Grout for Preplaced-Aggregate Concrete (Flow Cone Method), latest edition.
Density of the Flowable fill shall not exceed 80pcf, and the 28-day strength of the flowable fill shall be not less than 500 psi

INSPECTION AND COORDINATION: The CONTRACTOR shall provide access to the WORK as requested for inspection. The CONTRACTOR shall provide a minimum 48-hour advance notice of its intention to begin new WORK activities.

WARRANTY:
The MANUFACTURER shall warrant the EQUIPMENT, MATERIALS, and PRODUCTS specified in this SPECIFICATION against defective materials and workmanship with the MANUFACTURER's standard warranty, but for no less than one (1) year from the date of completion.

PRODUCTS
MATERIALS:
The CONTRACTOR shall furnish materials conforming with the requirements specified in Division III of the F.D.O.T. Standard Specifications for Road and Bridge Construction, latest edition, and as indicated herein. Specific references are as follows:
Fine Aggregate (Sand) …….. Section 902
Portland Cement (Types II) ……....Section 921
Water ……Section 923
Admixtures……..Section 924
Fly Ash, Slag and other Pozzolanic Materials …….... Section 929
Concrete mix shall include pore blocker specified on the drawings.

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MIX PROPORTIONS:
The CONTRACTOR shall be responsible for producing a flowable mixture using the following guidelines and as directed by the ENGINEER.

Excavatable flowable fill shall be proportioned to yield a material with a density (unit weight) between 70 and 80 pounds per cubic foot (pcf).

Excavatable flowable fill shall be proportioned to yield a material with a 28-day compressive strength between approximately 100-300 psi.

The requirements for unit weight and compressive strength are intended for laboratory mix design purposes only and are not intended for project site acceptance criteria.

General concrete mix proportions shall be determined during the mix design stage.
Components of the concrete mix:
Portland Cement (Type II)
Pozzolans
Fine Aggregate (Fine Sand)
Water
Pore blocker
Superplasticizer
Concrete strength on the 28th day shall be 4000 psi with a +10% variation.
Water / Cement ratio, W/C shall be between 0.35 and 0.37

EXECUTION
PRODUCTION AND PLACING:
Flowable fill shall be produced and delivered using concrete construction equipment. Flowable fill shall be placed by chute, pumping or other methods approved by the ENGINEER. Tremie flowable fill through water.
Place flowable fill without vibration or other means of compaction.
Do not place flowable fill during periods of inclement weather, i.e., excessive precipitation or ambient temperatures below 40 degrees Fahrenheit.

CONSTRUCTION REQUIREMENTS:
The CONTRACTOR shall take all necessary precautions to prevent any damage caused by the hydraulic pressure of the fill during placement prior to hardening. The Contractor shall provide necessary means and methods to confine the material within the designated space.

ACCEPTANCE:
The flowable shall be proportioned and placed as specified herein. In general, the strength desired is the maximum hardness that can be excavated using conventional excavating equipment. No curing protection is required.

The fill shall be left undisturbed until material obtains strength of 35 psi penetration resistance measured by a hand-held penetrometer in accordance with ASTM C403/C403M. The penetrometer shall be provided by the CONTRACTOR.

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Furnish delivery ticket to the ENGINEER for each load of flowable fill delivered to the project site. Ensure that each ticket contains the following information:
Project designation,
Date,
Time,
Class and quantity of flowable fill,
Actual batch proportions.

The basis of payment for **Flowable Fill** shall be per **CUBIC YARD** of the fill delivered to the site, based on truck ticket and agreed volumes. The tracked quantities of unsuitable material hauled offsite and imported structural fill shall be compared, and payment will be made for ticket quantity of imported fill if the quantities are within reasonable agreement. The construction inspector must be present on the job site to verify truck tickets of the flowable fill material. All unsuitable materials shall be removed from the job site.

Item 10 **Rock Revetment:**

The bid price for this item shall include, but not be limited to, the necessary manpower, equipment and materials needed to furnish and install rock revetment as indicated on the construction plans.

The CONTRACTOR shall provide clean, durable limestone or granite rubble meeting the requirements of Bank and Shore Riprap as detailed in Section 530 of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction (Latest Edition). The CONTRACTOR will submit shop drawings, gradation and density/specific gravity analyses for Rip Rap stone. Material placed without this approval shall be removed and replaced by the CONTRACTOR at no additional cost to the CITY.

Limestone rock shall be non-elongated (maximum 2:1 ratio of greatest dimension to smallest dimension for any individual piece of rock; no flat rocks will be accepted), with a minimum specific gravity of 2.4 (150 pounds per cubic foot). Granite rock shall be non-elongated (maximum 2:1 ratio of greatest dimension to smallest dimension for any individual piece of rock; no flat rocks will be accepted), with a minimum specific gravity of 2.6 (162 pounds per cubic foot). Rock shall be sound, hard and durable, free of open or incipient cracks, soft seams, or other structural defects, and shall consist of rough, angular broken stone. Under no circumstances will concrete rubble be accepted. Rock shall be washed prior to delivery to the project site and shall be free of sand, dirt and debris; a maximum of 5% fines by weight shall be permitted. All precautions must be taken to keep the rock clean upon delivery to the project area.

At the pre-construction conference, the CONTRACTOR shall submit a letter designating all sources for the rock to be provided for the project. Each source must provide certified testing data, dated within the last two (2) years, for the rock, indicating its adherence to the requirements listed below. This testing data must be submitted to the ENGINEER for approval prior to ordering or taking delivery of any rock.

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If for any reason the CONTRACTOR elects to acquire rock from another source a 15-business day notice and data shall be provided to the ENGINEER for approval prior to the CONTRACTOR ordering or taking delivery of any rock. The quarry identified as the new rock source shall submit the same testing data as that required from the original source(s).

Acceptance of a source for rock does not constitute “blanket” acceptance of all rock material originating from that source. The CITY and the ENGINEER reserve the right to require testing of any batch of rock delivered to the site to determine if the rock meets project specifications. Such testing, if requested, will be carried out by an FDOT-certified material testing laboratory. Any products or materials manufactured, purchased or installed prior to shop drawing approval will need to be replaced at the CONTRACTOR’s expense if the corresponding materials are not approved by the ENGINEER.

The basis of payment for **Rock Revetment** is per **TON**. Payment will be made based on the quantity of rock delivered and installed, and the CONTRACTOR shall be required to submit certified scale weight tickets for payment of installed revetment under this item. Copies of all tickets must be always maintained on the project site and be available for inspection by the ENGINEER and CITY at any time, upon request. Payment for materials stored on site shall not be made without the prior approval of the CITY, and such payment shall be made only for the invoiced value of the materials stored; no mark-ups or builders’ fees will be paid for stored materials.

Item 11 **Removing and Replacing Existing Brick Pavers:**

The existing brick paver shall be removed, cleaned and properly stored on site for reinstallation.

The bid price for this item shall include, but not be limited to the necessary manpower, equipment, materials and any other provision needed to properly construct the paver as indicated in the construction plans. The CONTRACTOR shall properly form and furnish the base, subbase, and or subgrade as well as install brick pavers as indicated in the construction plans.

The CONTRACTOR shall coordinate, submit, shop drawings and technical data sheets to the ENGINEER for approval prior to installing any materials or components. Any items installed prior to ENGINEER approval shall be replaced by the CONTRACTOR at no additional cost to the CITY.

Coarse sand with Coefficient of Uniformity, C_u, not less than 6 or Select Structural fill shall be used for soil replacement where it was indicated on the drawings

The basis of payment for **Removing and Replacing Existing Brick Pavers** shall be per **SQUARE FOOT**.

Item 12 **Concrete Ribbon Curb:**

The work specified in this section shall include, but not be limited to, the required manpower, equipment, materials and other costs associated with construction of environmental curb as per the plans.

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The CONTRACTOR shall furnish concrete that is meeting the requirements listed below. The mix design shall be submitted to the ENGINEER for approval prior to ordering or placing any concrete. Any curbing constructed without this approval shall be rejected, and the CONTRACTOR shall remove and replace it at no additional cost to the CITY.

Ribbon Curb Concrete Mix Specifications

Compressive Strength (28-day Min.)	3000 PSI
Water to Cement Ratio	<= 0.40

Ribbon curb shall be reinforced with (1) 9 Ga wire at top and bottom

CONTRACTOR shall provide light broom finish to curb surface. CONTRACTOR shall saw cut joints, as indicated in the construction plans. Subbase material shall be compacted to 95% Modified Proctor value per AASHTO T-180.The CONTRACTOR shall submit all compressive strength and compaction testing reports to the ENGINEER for approval.

The basis of payment for **Ribbon Curb** shall be per **LINEAR FOOT**.

Item 13 **Railing:**

The bid price for this item is included but not limited to the removal and relocation of the existing railing. CONTRACTOR is responsible for ensuring that the railing is removed and stored on site as shown in the construction plans. CONTRACTOR shall ensure no damage to the existing railing occurs during the removing process.

The bid price for this item also includes the installation of additional railing as shown in the construction plans. CONTRACTOR shall also furnish and install railing that matches the existing railing. CONTRACTOR shall submit shop drawings to engineer of record for approval of matching railing prior to ordering and installing railing.

The basis of payment for **Railing** shall be per **LINEAR FOOT**.

END OF DOCUMENT

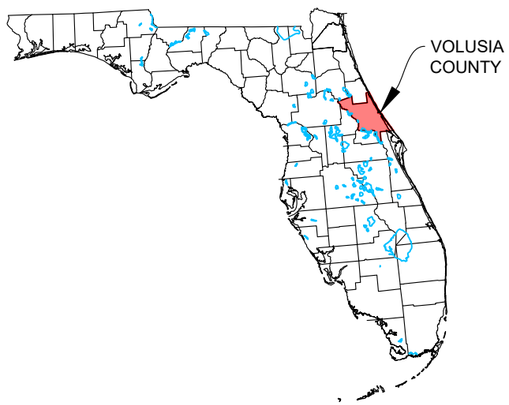
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CONSTRUCTION DRAWINGS

RIVERSIDE PARK
BULKHEAD REPLACEMENT

NOVEMBER 01, 2024

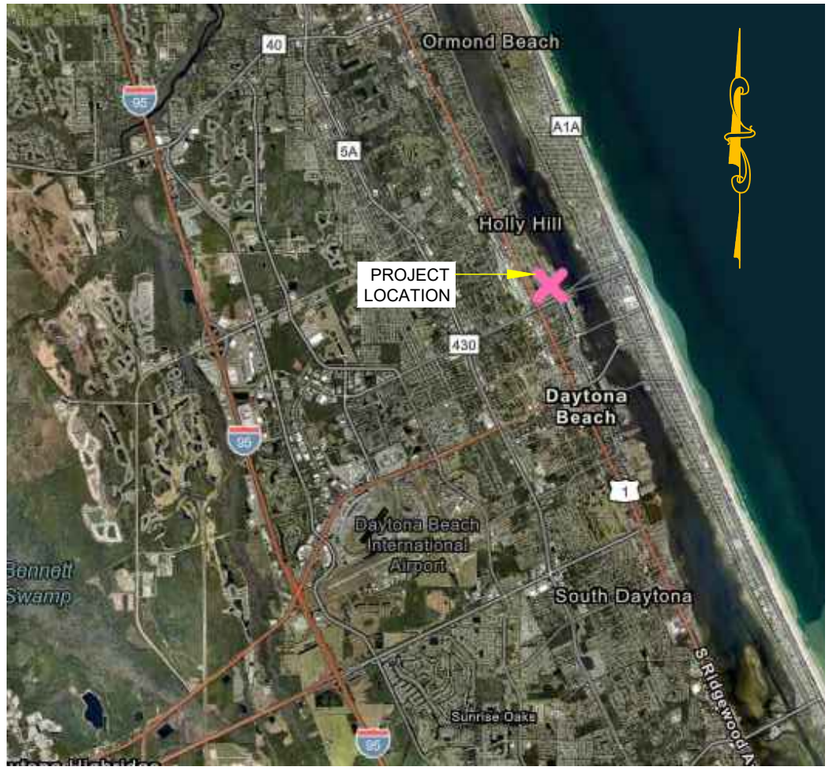
FLORIDA



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PROJECT LOCATION MAP
SECTION 37, TOWNSHIP 15S, RANGE 33E



PROJECT ADDRESS: 135 RIVERSIDE DRIVE, DAYTONA BEACH, FL 32117

HOLLY HILL
FLORIDA

CITY COUNCIL

CHRIS VIA	MAYOR
JOHN PENNY	VICE MAYOR, DISTRICT 1
PENNY CURRIE	DISTRICT 2
JOHN DANIO	DISTRICT 3
ROY JOHNSON	DISTRICT 4

811 Know what's **below.** **Call** before you dig.

NOTE TO CONTRACTOR:

THESE DRAWINGS AND THE PROJECT SPECIFICATIONS ARE COMPLEMENTARY, AND ANY REQUIREMENT OF ONE SHALL BE A REQUIREMENT OF THE OTHER. IT IS THE CONTRACTOR'S RESPONSIBILITY TO EXAMINE THE DRAWINGS AND SPECIFICATIONS AND TO COMPARE THE REQUIREMENTS OF EACH DIVISION AND ENSURE THAT EACH TRADE OR SUBCONTRACTOR IS MAKING THE ALLOWANCES NECESSARY TO PROVIDE THE OWNER A COMPLETE FACILITY, OPERATIONAL IN ALL RESPECTS, UNLESS OTHERWISE SPECIFICALLY STATED IN THE DRAWINGS OR PROJECT MANUAL.

IT IS ALSO THE CONTRACTOR'S RESPONSIBILITY TO NOTIFY THE ENGINEER OF ANY DEFICIENCIES OR DISCREPANCIES AMONG THE DIVISIONS OF THE DRAWING AND SPECIFICATIONS PRIOR TO THE DEADLINE FOR BID SUBMITTAL. NEITHER THE OWNER OR ENGINEER WILL BE RESPONSIBLE FOR ANY DEFICIENCIES OR DISCREPANCIES RAISED AFTER THE BID OPENING. ACCORDINGLY, IN LIGHT OF THESE OBLIGATIONS, THE ENGINEER IS OBLIGATED TO INTERPRET THE DRAWINGS SPECIFICATIONS IN A MANNER THAT WILL PROVIDE THE OWNER WITH A COMPLETE, FUNCTIONING FACILITY FOR THE BID PRICE.

ENGINEER CERTIFICATION:

I HEREBY CERTIFY THAT I AM A REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF FLORIDA PRACTICING WITH DMC, DREDGING & MARINE CONSULTANTS LLC, A CORPORATION, AUTHORIZED TO OPERATE AS AN ENGINEERING BUSINESS, CERTIFICATE OF AUTHORIZATION # 9410, BY THE STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION, AND THAT I, OR OTHERS UNDER MY DIRECT SUPERVISION, HAVE PREPARED OR APPROVED THE EVALUATIONS, FINDINGS, OPINIONS, CALCULATIONS, CONCLUSIONS OR TECHNICAL ADVICE HEREBY REPRESENTED BY THESE DRAWINGS. THIS PLAN SET WAS PREPARED AT THE OWNER'S INSTRUCTIONS AND IT IS THE OWNER'S RESPONSIBILITY TO SECURE ALL NECESSARY STATE AND FEDERAL PERMITS TO CONSTRUCT THE PROJECT AS DEACTED WITHIN.

VITALY B. FEYGIN, P.E.
FLORIDA LICENSE No. 65890

REPRODUCTION SCALE:
THESE PLANS SHALL BE PRINTED IN COLOR AND ARE SCALED TO ACCURATELY BE REPRODUCED ON 11X17 SIZED SHEETS. ALL OTHER SHEET SIZES ARE NOT TO SCALE.

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DMC
ENGINEERS • SCIENTISTS
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Unit 302
Port Orange, FL 32129
Phone:(386) 304-6505
Fax:(386) 304-6506
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Drawing Name: C:\Users\DMC-User\AppData\Local\Temp\AcPublish_27616\Riverside Park Bulkhead.dwg By: DMC-User Tab: COVER 11/01/2024

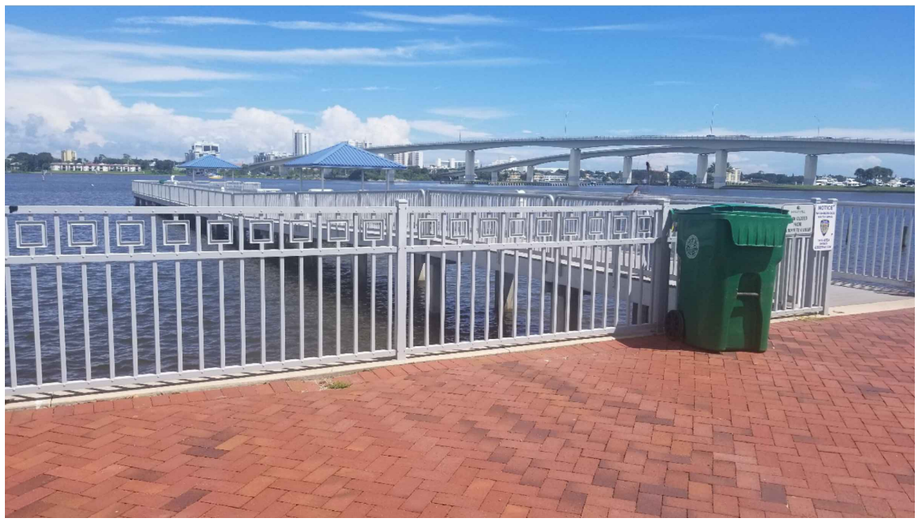
Attachment: Exhibit A - Riverside Park Bulkhead Replacement 22BG10 (2025-R-7 : Riverside Park Bulkhead Replacement 22BG10)



EXISTING CONCRETE BULKHEAD, FACING NORTHWEST DMC, 9-15-2022



EXISTING CONCRETE BULKHEAD, FACING SOUTH DMC, 9-15-2022



EXISTING RAILING AND PIER, FACING EAST DMC, 9-15-2022

DRAWING: EXISTING CONDITIONS
DMC JOB NO.: 23-037-04
DRAWN: BL | CAD: C3D | SCALE AS SHOWN | SHEET NO.: C-0
CHECKED: VF | APPROVED: | DATE: 11/01/2024

PROJECT NAME: RIVERSIDE PARK BULKHEAD REPLACEMENT

CLIENT: CITY OF HOLLY HILL

VITALY B. FEYGIN

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Drawing Name: C:\Users\DMC-User\AppData\Local\Temp\AcPublish_27616\Riverside Park Bulkhead.dwg By: DMC-User Tab: EXISTING CONDITIONS 11/01/2024



DRAWING: AERIAL
DMC JOB NO. 23-037-04
DRAWN BL | CAD C3D | SHEET NO. C-01
CHECKED VF | SCALE AS SHOWN
APPROVED | DATE 11/01/2024

PROJECT NAME:
RIVERSIDE PARK
BULKHEAD REPLACEMENT

CLIENT:
CITY OF HOLLY HILL

VITALY B. FEYGIN

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Drawing Name: C:\Users\DMC-User\AppData\Local\Temp\AcPublish_27616\Riverside Park Bulkhead.dwg By: DMC-User Tab: AERIAL 11/01/2024

PROPOSED TEMPORARY SILT FENCING ALONG PROPERTY LINE

EXISTING BENCHES TO REMAIN

EXISTING CONCRETE SIDEWALK TO REMAIN

APPROXIMATE LOCATION OF EXISTING ANCHORS TO REMAIN

EXISTING UTILITIES TO REMAIN

EXISTING VEGETATION TO BE REMOVED AS NEEDED

EXISTING PAVERS & CURB TO BE REMOVED AND REPLACED

EXISTING ROCK SIGN TO BE RELOCATED 3' WEST

EXISTING RIP RAP TO REMAIN

REMOVE ANY EXISTING RIPRAP 2' WATERWARD OF EXISTING BULKHEAD

EXISTING BULKHEAD TO REMAIN. RAILING TO BE REMOVED AND REPLACED

PROJECT LIMITS END @ EXISTING GATE

EXISTING PIER TO REMAIN

MEAN HIGH WATER (MHW) EL.=(-)0.04' NAVD 88

MEAN LOW WATER (MLW) EL.=(-)0.74' NAVD 88

PROPOSED TEMPORARY TYPE II FLOATING TURBIDITY BARRIER

0 20 40 Feet

DEMOLITION PLAN

1" = 20'

DRAWING: DEMOLITION PLAN
DMC JOB NO.: 23-037-04
DRAWN: BL | CAD: C3D | SHEET NO.: C-01
CHECKED: VF | SCALE AS SHOWN
ADDENDUM | DATE: 11/01/2024

PROJECT NAME: RIVERSIDE PARK BULKHEAD REPLACEMENT

CLIENT: CITY OF HOLLY HILL

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Drawing Name: C:\Users\DMC-User\AppData\Local\Temp\AcPublish_27616\Riverside Park Bulkhead.dwg By: DMC-User Tab: DEMO 11/01/2024

FORM 2'-0" WIDE CONCRETE PLUG WITHIN ANNULAR SPACE. EXTEND THE PLUG 3'-0" BELOW THE MUDLINE

PROPOSED HELICAL ANCHORS (TYP.)

ADJUST VEGETATION AREAS AS NEEDED FOR PAVER AND CURB INSTALLATION

PROPOSED BRICK PAVERS, SEE DETAIL

PROPOSED TEMPORARY SILT FENCING

RELOCATED ROCK SIGN

END BULKHEAD @ GATE

EXISTING RIP RAP TO REMAIN

9'-0" SECTION UNDER PIER NOT CAPPED, SEE DETAIL

205 LF BULKHEAD & RAILING

8" X 10" PAVER RETAINER

FORM 2'-0" WIDE CONCRETE PLUG WITHIN ANNULAR SPACE. EXTEND THE PLUG 3'-0" BELOW THE MUDLINE

M.L.W. EL.=(-)0.74' NAVD 88

EXISTING PIER TO REMAIN

M.H.W. EL.=(-)0.04' NAVD 88

AUGMENT EXISTING RIPRAP w/ 25 TO 50# STONE

PROPOSED TEMPORARY TYPE II FLOATING TURBIDITY BARRIER

0 20 40 Feet

SITE PLAN

1" = 20'

DRAWING: SITE PLAN
DMC JOB NO.: 23-037-04
DRAWN: BL | CAD: C3D | SHEET NO.: C-01
CHECKED: VF | SCALE AS SHOWN
ADDENDUM: | DATE: 11/04/2024

PROJECT NAME: RIVERSIDE PARK BULKHEAD REPLACEMENT

CLIENT: CITY OF HOLLY HILL

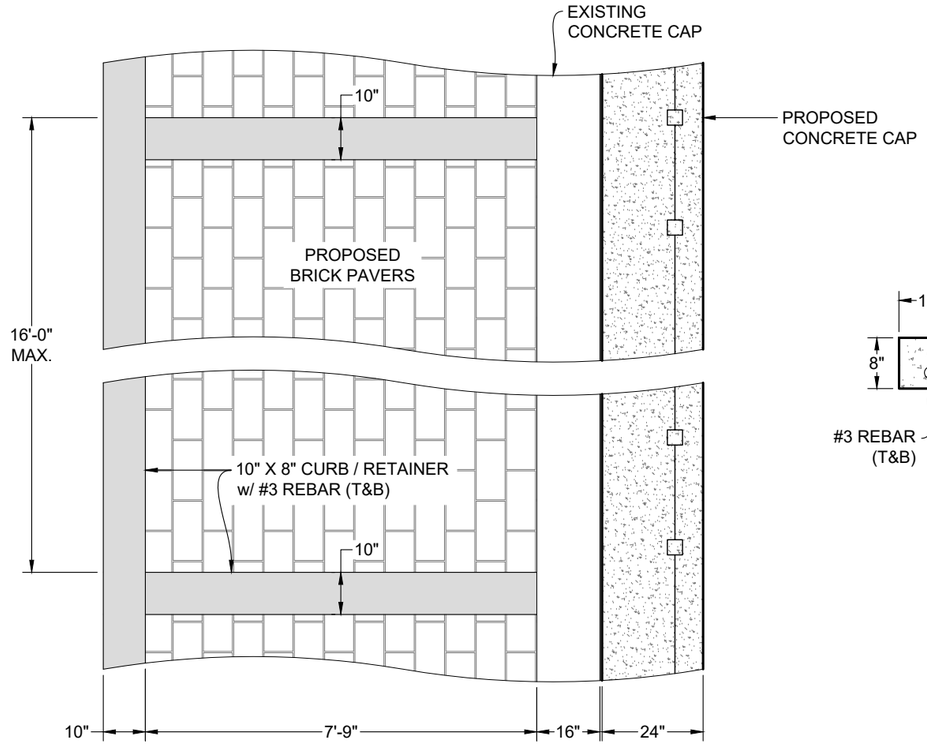
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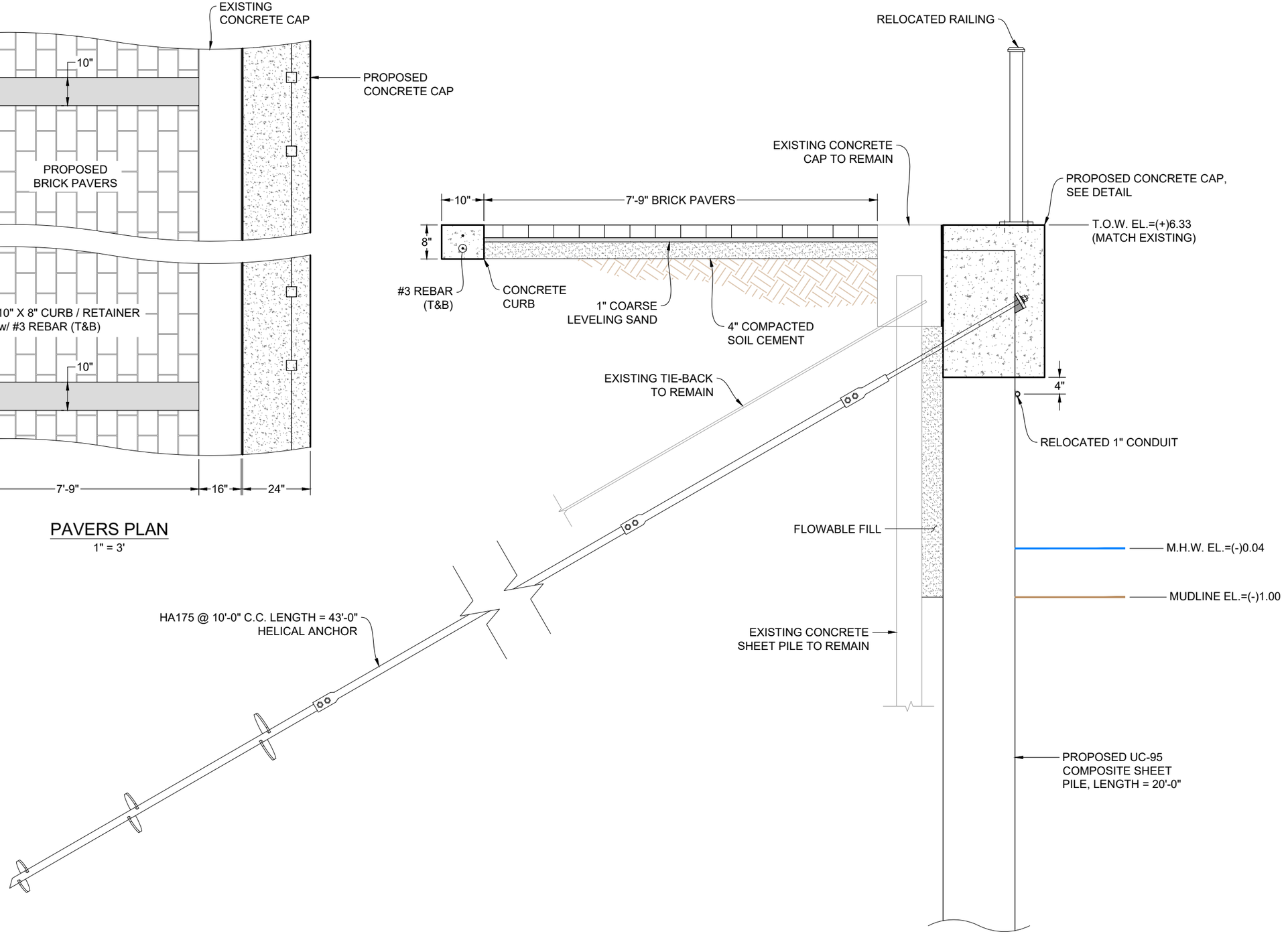
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Drawing Name: C:\Users\DMC-User\AppData\Local\Temp\AcPublish_27616\Riverside Park Bulkhead.dwg By: DMC-User Tab: SITE 11/04/2024



PAVERS PLAN
1" = 3'



BULKHEAD CROSS-SECTION A-A
1" = 4'

DRAWING: BULKHEAD CROSS-SECTION A-A
DMC JOB NO. 23-037-04
DRAWN BL CAD C3D
CHECKED VF SCALE AS SHOWN
ADDENDUM DATE: 11/01/2024
SHEET NO. C-01

PROJECT NAME: RIVERSIDE PARK BULKHEAD REPLACEMENT

CLIENT: CITY OF HOLLY HILL

VITALY B. FEYGIN
P.E. 0094 LICENSE NO. 67094

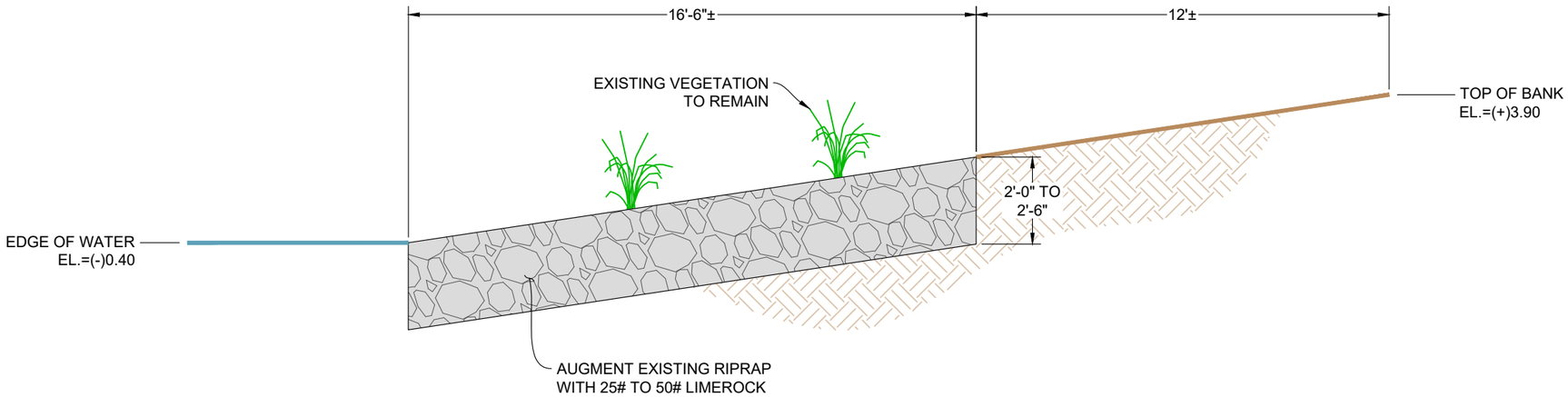
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Drawing Name: C:\Users\DMC-User\AppData\Local\Temp\AcPublish_27616\Riverside Park Bulkhead.dwg By: DMC-User Tab: A-A 11/01/2024

NOTE:
EXISTING RIPRAP AREA TO BE CLEARED OF DEBRIS PRIOR TO PLACING ROCK.



RIPRAP CROSS-SECTION B-B

1" = 1'

DRAWING: RIPRAP CROSS-SECTION B-B
DMC JOB NO.: 23-037-04
DRAWN: BL | CAD: C3D | SCALE AS SHOWN | SHEET NO.: C-0
CHECKED: VF | ADDENDUM | DATE: 11/01/2024

PROJECT NAME:
RIVERSIDE PARK
BULKHEAD REPLACEMENT

CLIENT:
CITY OF HOLLY HILL

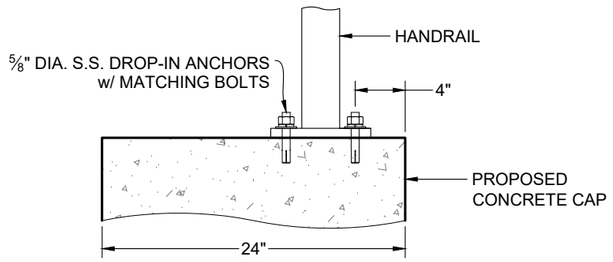
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Drawing Name: C:\Users\DMC-User\AppData\Local\Temp\AcPublish_27616\Riverside Park Bulkhead.dwg By: DMC-User Tab: B-B 11/01/2024



RAILING ATTACHMENT DETAIL

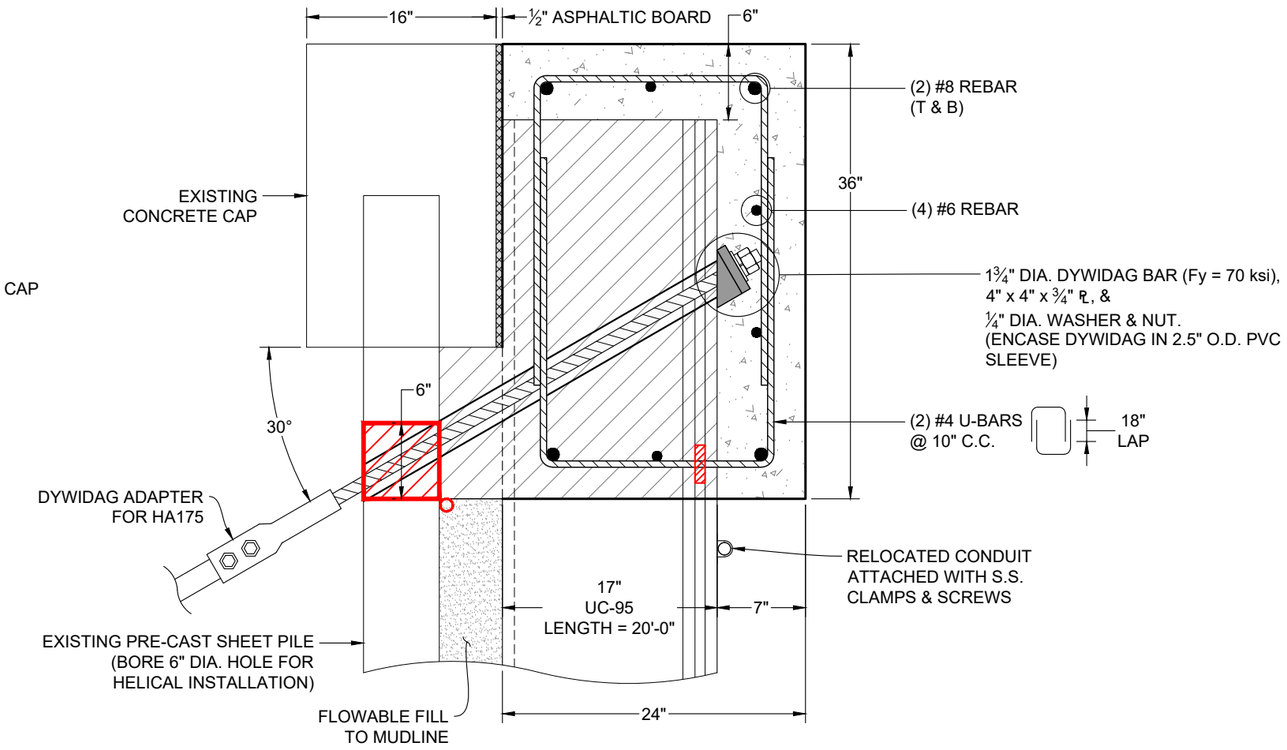
1" = 1'

LEGEND

1ST CONCRETE POUR

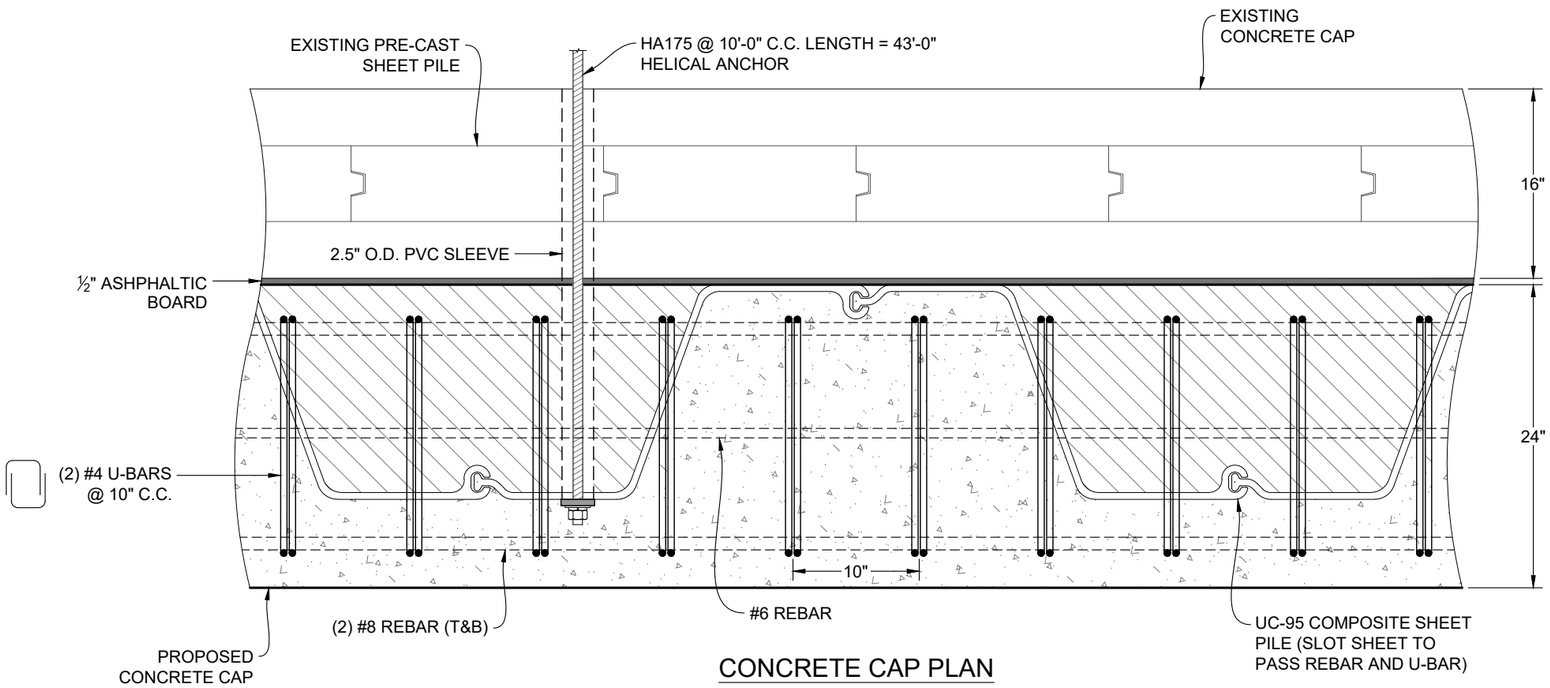
2ND CONCRETE POUR

NOTE: SECOND POUR TO BE DELAYED FOR 3 DAYS.



CONCRETE CAP CROSS-SECTION

1" = 1'



CONCRETE CAP PLAN

1" = 1'

DRAWING: CONCRETE CAP DETAILS
DMC JOB NO.: 23-037-04
DRAWN: BL | CAD: C3D | SCALE: AS SHOWN | SHEET NO.: C-0
CHECKED: VF | APPROVED:

PROJECT NAME: RIVERSIDE PARK BULKHEAD REPLACEMENT

CLIENT: CITY OF HOLLY HILL

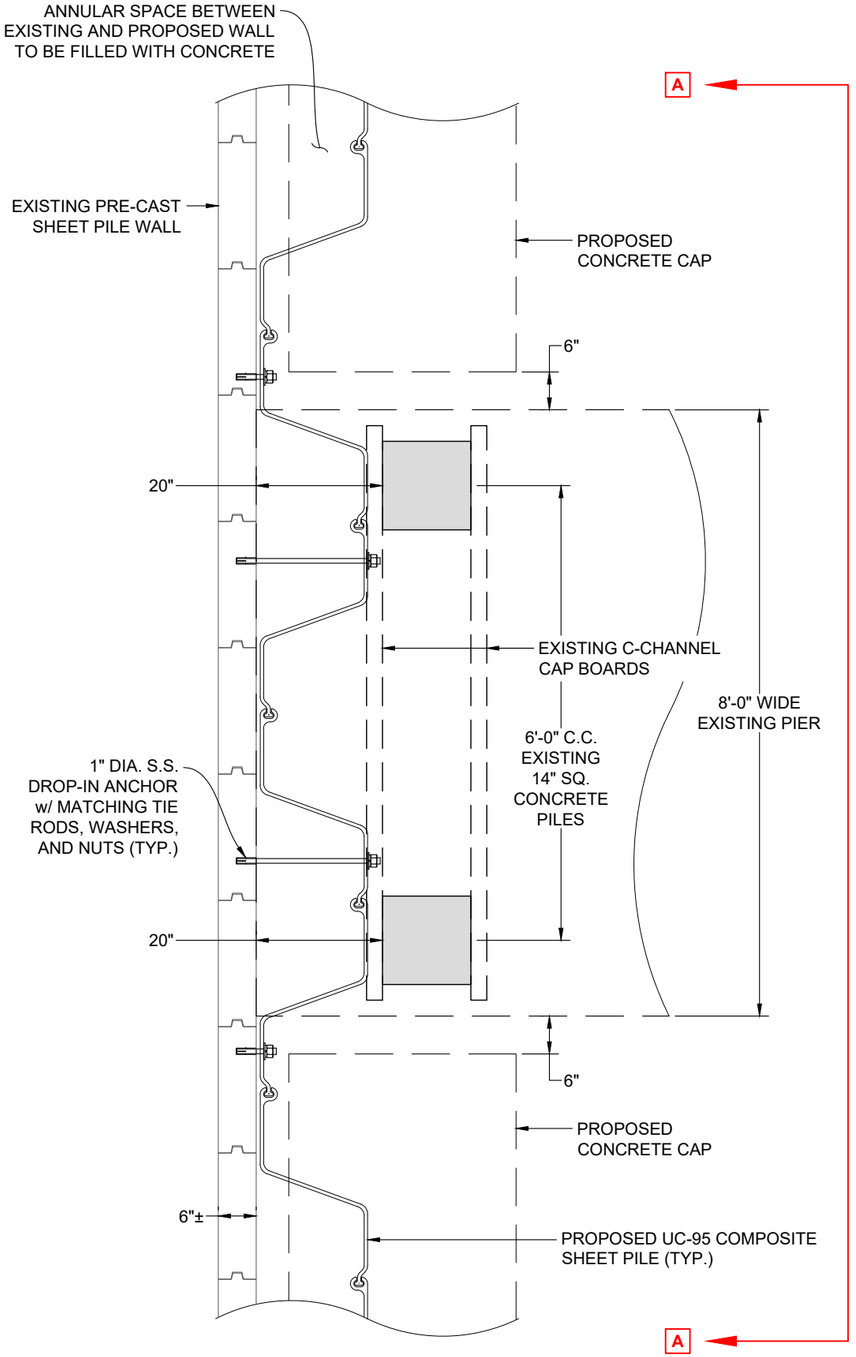
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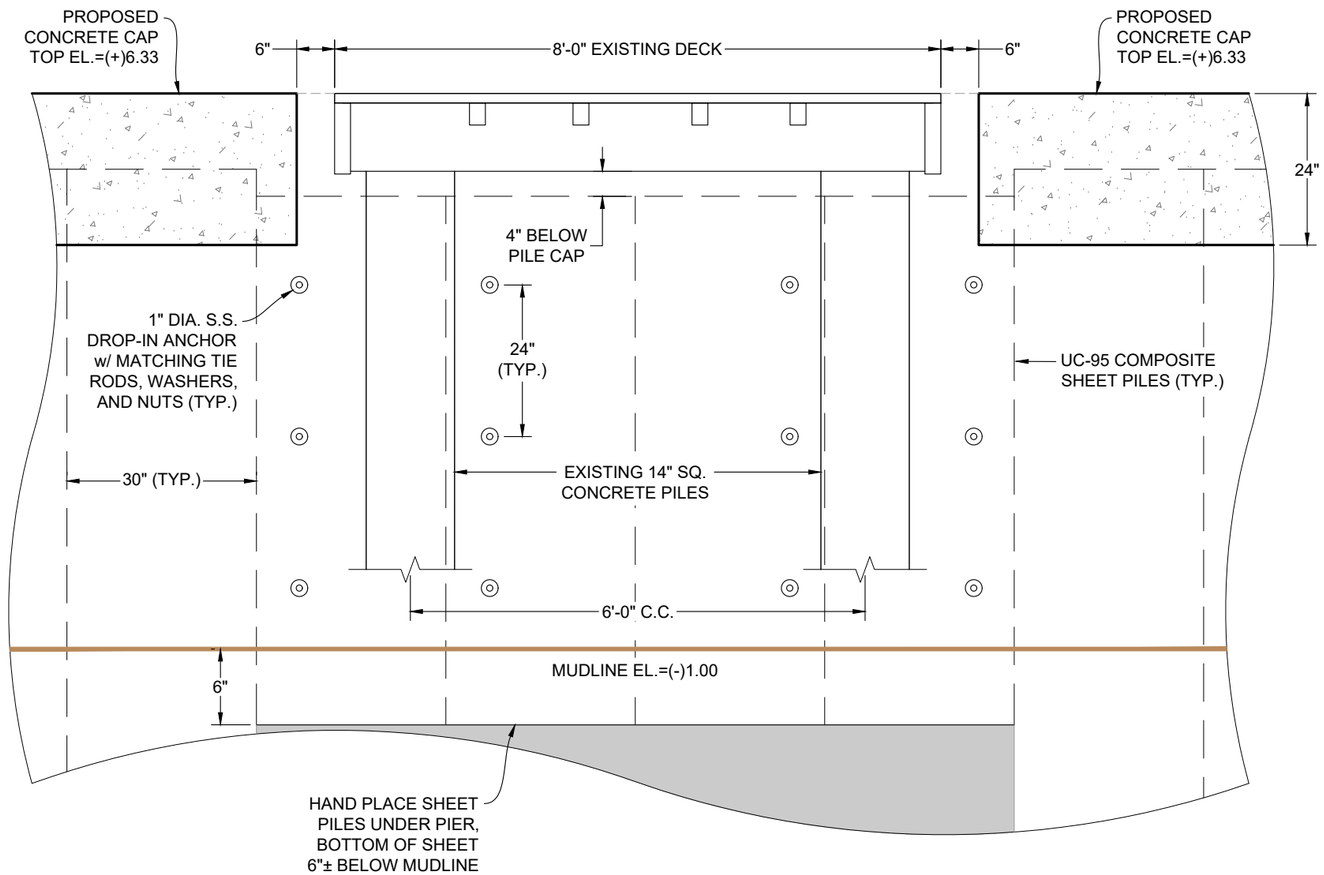
Attachment: Exhibit A - Riverside Park Bulkhead Replacement 22BG10 (2025-R-7 : Riverside Park Bulkhead Replacement)

Drawing Name: C:\Users\DMC-User\Dredging & Marine Consultants\DMC - Documents\DMC Projects\037 - City of Holly Hill\23-037-04 Riverside Park Bulkhead Repair\Drawings\Riverside Park Bulkhead.dwg By: DMC-User Tab: CAP 11/04/2024



BULKHEAD PLAN @ EXISTING PIER
1" = 2'

NOTE:
- WALL UNDER EXISTING PIER WILL NOT BE CAPPED.
- ANNULAR SPACE BETWEEN EXISTING WALL AND PROPOSED WALL TO BE FILLED WITH CONCRETE.
- DIMENSIONS SHALL BE FIELD VERIFIED BY CONTRACTOR.



ELEVATION A-A
1" = 2'

DRAWING: BULKHEAD DETAILS @ PIER
DMC JOB NO. 23-037-04
DRAWN BL | CAD C3D | SHEET NO. C-01
CHECKED VF | SCALE AS SHOWN
APPROVED | DATE 11/01/2024

PROJECT NAME: RIVERSIDE PARK BULKHEAD REPLACEMENT

CLIENT: CITY OF HOLLY HILL

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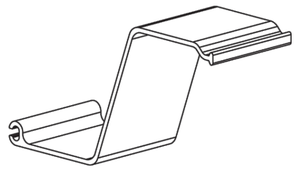
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Drawing Name: C:\Users\DMC-User\AppData\Local\Temp\AcPublish_27616\Riverside Park Bulkhead.dwg By: DMC-User Tab: PIER 11/01/2024

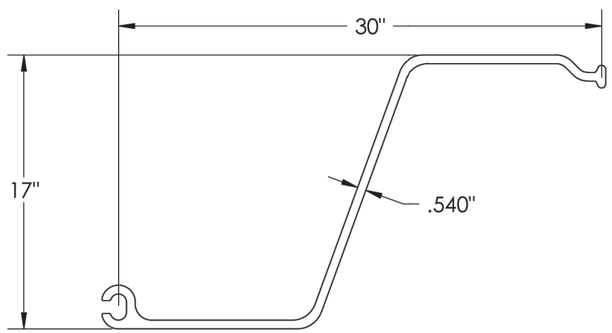
CMI

UltraComposite
Sheet Piling & Piles

UC-95

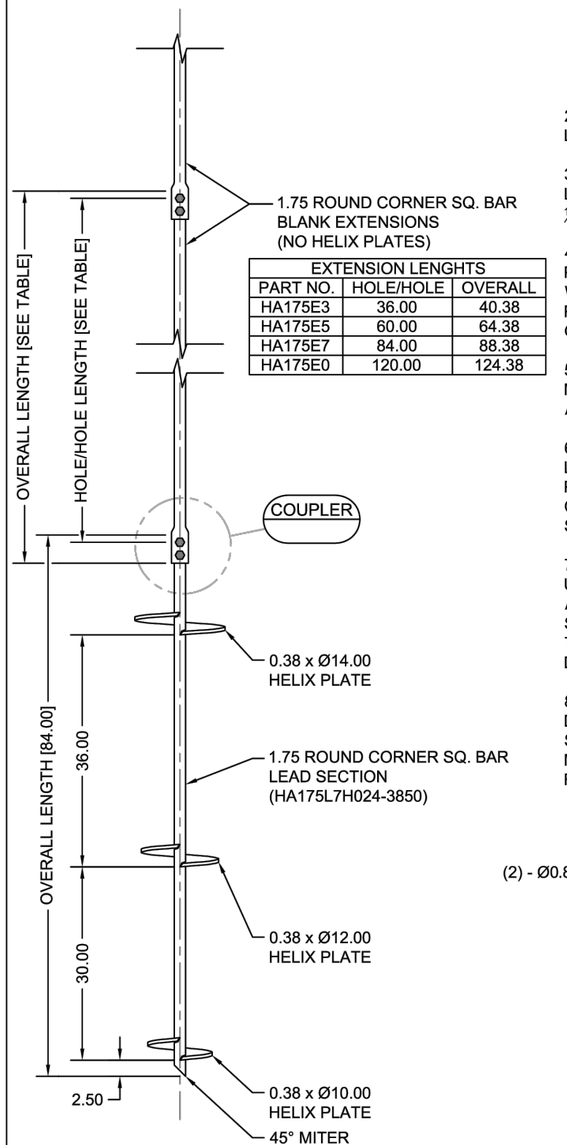


Allowable Moment (M)	48,750 ft-lb/ft	216.84 kN-m/m
Section Modulus (Z)	58.5 in^3/ft	3,145 cm^3/m
Moment of Inertia (I)	497 in^4/ft	67,870 cm^4/m
Thickness (t)	0.540 in	13.7 mm
Section Depth	17 in	432 mm
Section Width	30 in	762 mm
Material	Structural FRP Composite	
Standard Colors	Charcoal	
Profile/Patented Features	Z Profile	



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EXTENSION LENGHTS		
PART NO.	HOLE/HOLE	OVERALL
HA175E3	36.00	40.38
HA175E5	60.00	64.38
HA175E7	84.00	88.38
HA175E0	120.00	124.38

NOTES:

1. MINIMUM MATERIAL REQUIREMENTS:
   SHAFTS - Fy = 90 ksi, Fu = 115 ksi
   HELIX PLATES - ASTM A572 Gr.50
   SHAFT COUPLING HARDWARE - (2) - Ø ¾"
   GRADE 8 BOLTS WITH NUTS

2. ALL WELDING TO BE IN ACCORDANCE WITH AWS D1.1 LATEST ISSUE WITH E70-XX MIN ELECTRODE.

3. HELIX PLATES HAVE A NOMINAL 3" PITCH WITH LEADING AND TRAILING EDGES BEING NO MORE THAN ¼" OUT OF PARALLEL.

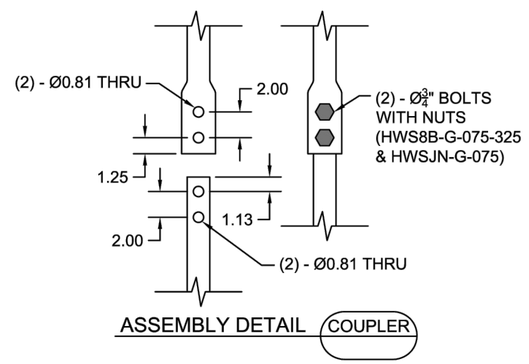
4. LEADS AND EXTENSIONS ARE AVAILABLE AS EITHER PLAIN STEEL OR HOT-DIP GALVANIZED IN ACCORDANCE WITH ASTM A123. A "-G" IS ADDED TO THE END OF THE PART NUMBER TO DESIGNATE PART AS HOT-DIP GALVANIZED.

5. SHAFT COUPLING HARDWARE IS PROVIDED AS MECHANICALLY GALVANIZED IN ACCORDANCE WITH ASTM B695.

6. THE SAME HELIX PLATE CONFIGURATION WITH LONGER OR SHORTER SHAFT LENGTHS MAY BE POSSIBLE WITH OTHER COMMONLY STOCKED OR CUSTOM FABRICATED PARTS BASED ON THE PROJECT SPECIFIC REQUIREMENTS.

7. SOME HELIX PLATE CONFIGURATIONS REQUIRE THE USE OF CUSTOM FABRICATED PARTS IN ORDER TO ACHIEVE THE REQUIRED GEOMETRY INCLUDING THE SPACING OF THE HELIX PLATES. THESE CUSTOM PARTS TYPICALLY DO NOT REQUIRE MORE THAN A FEW EXTRA DAYS OF LEAD TIME.

8. THIS DOCUMENT IS MEANT TO SERVE AS A GENERAL DESCRIPTION FOR THE PRODUCTS SHOWN FOR SUBMITTAL PURPOSES. MORE DETAILED MANUFACTURING DRAWINGS ARE AVAILABLE UPON REQUEST.



Document #: AR-HALE-175-024
Date: 12/11/18
Title: Assembly - HA175 Lead and Extensions
Revision: 1
Sheet: 1 of 1

Supportworks.
11850 Valley Ridge Drive, Papillion, NE 68046
Phone: 800-281-8545

All dimensions are in inches and are for reference only.
Scale: NONE
DO NOT SCALE DRAWING

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DRAWING: SHEET PILE & ANCHOR DETAILS
DMC JOB NO. 23-037-04
DRAWN BL | CAD C3D | SHEET NO. C-01
CHECKED VF | SCALE AS SHOWN
ADDENDUM | DATE 11/01/2024

PROJECT NAME: RIVERSIDE PARK BULKHEAD REPLACEMENT

CLIENT: CITY OF HOLLY HILL

VITALY B. FEYGIN

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Drawing Name: C:\Users\DMC-User\AppData\Local\Temp\AcPublish_27616\Riverside Park Bulkhead.dwg By: DMC-User Tab: PILES 11/01/2024

CODE:
1. All construction shall conform to Florida Building Code (FBC) 2020 and it's supplements.

DESIGN LOAD FOR THE SEA WALL:
1. Dead Load:
   a. Weight of Concrete
3. Live Load:
   a. Soil Active Pressure
   b. Unbalanced Hydrostatic Pressure: Fully saturated soil behind wall, water table infront of the wall at mudline
   c. Surcharge from Wave Overtopping - None
   d. Vehicular Traffic - None

BULKHEAD SHEET PILING:
1. Sheet piling shall be composite sheet piling UC-95 or equivalent. Interlocks shall be free sliding, and swing angle shall not be greater than 5 degrees. Maintain continuous interlocking during the installation.
2. Sheet pile tip elevation to be reported back to the Engineer of Record (E.O.R). E.O.R shall monitor sheet pile installation.

CONSTRUCTION LOADING:
1. The Contractor is cautioned not to store or stage any construction material within 15 feet from the face of the wall, nor operate heavy equipment closer than 15 feet from the face of the wall.

GENERAL:
1. These drawings are issued for sea wall construction.
2. The Contractor is advised that all plans, dimensions and details depict field conditions as known. Minor variations are to be expected and any deviations from the contract documents shall be approved by the Engineer of Record in writing prior to work execution.
3. Contractor is responsible for layout of the wall and will provide horizontal and vertical control reference points at the site. Base lines for construction shall be laid out from the coordinates noted on the drawings. Such coordinates shall be Northing and Easting coordinates.
4. It is the Contractor's responsibility to familiarize themselves with location of any utilities in the immediate vicinity of the construction site. Should any damage to utilities occur during construction, the Contractor shall be required to repair such damage at his own expense and to the satisfaction of the Owner.
5. Contractor shall comply with the federal, state and local requirements, including Florida Department of Environmental Protection (FDEP) and U.S. Army Corps of Engineers (USACE). Copies of the permits must be available on site during all phases of construction activity.
6. Install temporary turbidity curtain around the site during construction activity. Such curtain shall meet all local, state and federal requirements.
7. Shop drawings for all structural elements shown on contract documents must be submitted by the General Contractor and reviewed by the Engineer. If the Contractor or Owner fails to obtain Engineer's review of the shop drawings, the Engineer will not be responsible for the structural certification and design of the project. Shop drawings are reviewed by the Engineer as a convenience to the General Contractor and are not a part of contract document. Engineer shall be informed in writing of any deviations or omissions from the contract documents. The General Contractor shall review all shop drawings before submission to the Engineer, and make all corrections as deemed necessary. Each drawing shall bear the following statement:

   "I certify that the contract documents meet all dimensions, conditions and quantities, and are verified as shown or corrected on this drawing."

   Signed _____

   (For General Contractor)
8. The Contractor shall probe the entire bulkhead alignment to locate and remove any obstructions that may stop advancement of the sheeting to the specified elevations.
9. All elevations noted on the drawings are referenced to NAVD 88. NAVD datum shall be taken as absolute elevation, El. 0.00'
   a. Mean High Water (MHW) el. = (-)0.04'

GEOTECHNICAL CONDITIONS:
1. See project Geotechnical Report for information regarding subsurface conditions and recommendations for pile driving criteria.

CAST-IN-PLACE CONCRETE:
1. All concrete work shall conform to all provisions of the "Specification for Structural Concrete for Buildings (ACI 301 - latest edition) and to the "Building Code Requirements for Reinforced Concrete" (ACI 318 - 2014).
2. Additionally the concrete shall conform to all provisions of the following publications:
   a. ACI 305 - Latest edition
   b. ACI 347-68 Recommended Practice for Concrete Formwork
3. Concrete mix design shall follow the following requirements :
   a. Cement shall be type II Portland Cement.
   b. 15% of Portland Cement (by weight of Portland Cement) in the concrete mix shall be replaced with ground granulated blast furnace slag.
   c. Concrete mix supplier shall add 1% of dry powder Penetron Admix pore blocker to the concrete mix by weight of Portland Cement only.
   d. All concrete shall have minimum compressive strength of 4,000 psi at 28 days. Maximum stone aggregate size shall be 1 inch and water-cement ratio (w/c) shall not exceed 0.35.
   e. All concrete mix designs and admixtures shall be approved by E.O.R.
   f. Reinforcement bars shall conform to ASTM D615, Fy =60 ksi.
   g. Concrete shall be formed in concrete forms.
   h. Concrete cover shall be 2.5 inches.

HELICAL ANCHORS:
1. All helical anchors shall be installed at 10 feet C.C.
2. Anchors shall be HA-175 and shall be installed to 54 kip ultimate capacity.
3. Anchor shall be locked off at 10 kip lock off load.
4. All anchor shafts shall be wrapped into Densotape.

SEQUENCE OF CONSTRUCTION:
1. Remove brick pavers and place in storage off site.
2. Excavate soil under pavers to the depth 2'-8" below deck surface.
3. Haul and dispose of excavated soil.
4. Locate tie back positions and mark them on the existing pile cap. Manually excavate 2'-6" wide x 4'-8" deep x 8'-0" long sloping trenches at every tie back position. NOTE: Contractor may encounter shaft of existing Manta Ray anchor during the hand excavation. Do not cut or damage these anchors during the excavation.
5. Drill 6" diameter holes in the existing concrete sheet piling at each tie back locations as shown on the drawings.
6. Install 1/2" asphaltic bond breaker board.
7. Drive new UC-95 sheet piling to the depth indicated on the drawings.
8. Drill 4" diameter hole in the UC-95 at each tie back location as shown on the drawings and install 10'-0" shaft of the helical anchor through the UC-95 into the trench behind the wall.
9. Connect 7'-0" helix section to the initial driving shaft and drive helical anchor to the predetermined tip elevation.
10. Place 2.5" O.D. PVC sleeve over the final section of the tie back shaft.
11. Install tapered washer and place nut on the helical anchor shaft. Nut on the anchor shall be snug tight.
12. Fill annular space between the UC-95 and existing concrete sheet piling with a flowable fill to the elevation shown on the drawings.
13. Install pile cap reinforcement and pour first concrete pile cap pour. Wait three days until second pile cap pour shown in plans.
14. Post tension helical anchors to 10 kip lock off load and tighten the lock off nut.
15. Replace 2'-0" of excavated soil behind the wall with coarse sand aggregate compacted to 95% Proctor value.
16. Place 4" of compacted soil cement on top of the compacted sand.
17. Cast 10" wide x 8" deep retainer beams spaced as shown in the plans.
18. Install 1" leveling sand on top of soil cement base and lay brick pavers between retainers.
19. Paint existing pile cap with Penetron slurry. Apply slurry to the top of the pile cap only. Follow manufacturer instructions for slurry applications.

DRAWING: STRUCTURAL NOTES
DMC JOB NO. 23-037-04
SHEET NO. C-1
DRAWN BL | CAD C3D | SCALE AS SHOWN
CHECKED VF | APPROVED | DATE 11/01/2024
PROJECT NAME: RIVERSIDE PARK BULKHEAD REPLACEMENT
CLIENT: CITY OF HOLLY HILL
VITALY B. FEYGIN

Dredging & Marine Consultants
DMC ENGINEERS • SCIENTISTS
4643 S. Clyde Morris Blvd
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HOLLY HILL FLORIDA

Attachment: Exhibit A - Riverside Park Bulkhead Replacement 22BG10 (2025-R-7 : Riverside Park Bulkhead Replacement)

Drawing Name: C:\Users\DMC-User\AppData\Local\Temp\AcPublish_27616\Riverside Park Bulkhead.dwg By: DMC-User Tab: SN 11/01/2024

IMPORTANT NOTES TO BIDDERS:

1. The Contractor shall keep a pile driving log as specified in the plans and may not cut off piles until the Engineer has given approval to do so. The Contractor must provide advanced notification of a request to cut off piles so that the Engineer may make field observations, if necessary. The Engineer will not make a structure certification if the Contractor does not comply with this requirement. If a vibratory hammer, auger or jetting equipment is used to install piles, the time needed to hammer and/or jet and/or auger each pile shall be recorded.
2. The Contractor shall retain all material delivery tickets, material testing reports and cut-sheets/shop drawings for manufactured products for the project and provide copies to the Engineer on a weekly basis. The Engineer will not make a structure certification if the Contractor does not comply with this requirement.
3. The Engineer must be given advanced notice of the critical stages of construction such as initial construction stakeout, false-work, pile installation, rebar placement prior to placing concrete, first casting of concrete, etc. The Engineer will not make a structure certification if the Contractor does not comply with this requirement.
4. The location of existing utilities, utility services, facilities, and structural features shown on these plans has been determined from the information available at the time of the preparation of these plans, but do not purport to be absolutely correct and are provided for only the convenience of the Contractor. Any inaccuracy or omission in such information shall not relieve the Contractor of its responsibility to protect the existing features from damage and unscheduled interruption of service or from the responsibility to relocate utilities are required. Should a discrepancy arise between these plans and actual field conditions which would appreciably affect the execution of the plans the Contractor shall stop construction and notify the City/County and utility or facility owner immediately. The Contractor shall verify, prior to construction, the exact location, elevation, dimensions of all existing utilities, facilities, structures, and other features (whether or not shown in the plans). The Contractor shall be solely responsible for coordination of any utilities to be adjusted by others for the construction of this project and shall coordinate with other utilities and entitles as required to ensure the successful implementation of this project.
5. A pre-construction meeting must be scheduled before start of construction and all parties are to attend including: Owner or Owner's Representative, Engineer, Prime Contractor, Subcontractor(s), Surveyor, Applicable Tradesmen, etc. The Engineer will lead the meeting and provide a list of critical items to discuss.
6. Bidders are advised that overnight parking of equipment or storage of materials on the beach is forbidden at all times. The bid price shall include all costs associated with obtaining and securing temporary material stockpile areas and equipment lay down areas.

GENERAL:

1. Owner hereinafter refers to Owner's Representative, City, County, Town, Developer or Private Entity.
2. All elevations in the project plans are referenced to feet N.A.V.D. 88.
3. The project shall be straight, plumbed, level, and elevations are correct as shown in plans.
4. Any deviation from these plans, notes or specifications must be approved in writing by the Owner or Engineer, or else the deviation will be considered construction non-compliant with the plans and specifications.
5. Any discrepancies amongst the plans, notes, specifications and other bid documents must be resolved in writing by the Owner or Engineer prior to continuing the work in question.
6. These plans, notes and specifications, along with the other components of the project bidding documents, constitute the only instructions to bidders/contractors, unless written addenda are issued.
7. All construction, manufacturing, fabrication and testing of materials shall be performed under the guidelines set forth in applicable local, state and federal codes, and/or under recommendations provided in technical publications of respected professional or industry organizations. Material testing programs, where applicable, shall be presented to the Engineer for review and approval prior to construction.
8. All products constructed or manufactured/supplied for the project shall be accompanied by industry acceptable warranties or guarantees.
9. For the purpose of these specifications. "Project Completion" is defined as completion of an agreed upon list of punchlist items compiled in a planned project walkthrough held at a time the Contractor considers the project to be "Substantially Complete". The Contractor shall notify the Owner and Engineer at least 72 hours in advance of substantial completion and schedule a mutually agreeable walkthrough.
10. A portion of the site lies within flood zone “X" as indicated on Federal Emergency Management Agency Flood Insurance Rate Map Community Panel No.12127C0357J dated September 29, 2017.
11. Any materials interfering with construction, and all abandoned utility lines, pipes, structures and other subterranean objects to be removed, shall be disposed of as directed by the Owner. All materials not claimed by the Owner shall be disposed of at the Contractor's expense in areas provided by the Contractor.
12. All materials to be removed from the existing structures per the construction plans.
13. The Contractor shall provide all sheeting, shoring and bracing required to meet the requirements of the "Trench Safety Act” and to protect adjacent structures or to minimize trench width. Where a separate pay item is not provided, the cost for all sheeting, shoring and bracing required shall be included in the contract price for the item of work for which sheeting, shoring and bracing is anticipated to be required.
14. The Contractor shall endeavor to protect private property. Any damage caused by the Contractor in the performance of his work shall be corrected to the satisfaction of the Engineer at the Contractor's expense. Payment shall not be made for this work.
15. Any damage to state, county, or local roads caused by the Contractor's hauling or excavation equipment shall be repaired by the Contractor to the satisfaction of the Engineer. Payment shall not be made for this work.
16. The construction lengths indicated in these plans are approximate. Actual limits may be set in the fields as directed by the Engineer.
17. During land alteration and construction activities, it shall be unlawful to remove vegetation by grubbing, or to place soil deposits, debris, solvents, construction material, machinery or other equipment of any kind within the dripline of a tree to remain on site unless approved by the Engineer.
18. All trimming undertaken on a tree protected by provisions of the land development code shall be pruned in accordance with the National Arborist Association (NAA) Pruning Standards.
19. The Owner and the Engineer reserve the right to perform quality assurance testing on all materials delivered to project and to reject all materials not meeting acceptable standards.
20. The Contractor shall be responsible for the complete stake-out of the project, i.e., line, grade, slope stake, utility relocations or any other stake-out that may be required to complete the project in accordance with the plans and specifications. Any and all expenses incurred for this work shall be included in the unit price bid for other items. No additional payment shall be made for this work. Contractor shall also be required to provide a certified as-built survey of the grading, drainage and earthwork improvements and meet any minimum requirements of Owner.
21. Overall cleanup shall be accomplished by the Contractor in accordance with Owner standards or as directed by the Engineer. Any and all expenses incurred for this work shall be included in the unit price bid for other items.
22. If, during construction activities, any evidence of historic resources including, but not limited to, aboriginal or historic pottery, prehistoric stone tools, bone or shell tools, historic trash pits, or historic building foundations are discovered, work shall come to an immediate stop and the client and the Florida Division of Historical Resources shall be notified within two working days.
23. All materials and construction shall be in accordance with the more stringent of the current FDOT Standards and Specifications or Volusia County Standards and Specifications.
24. Contractor shall be responsible for independently calculating all quantities for the project including earthwork. It is the Contractors responsibility to verify the Engineers estimated quantities included on the bid schedule.
25. The Contractor shall provide pumping equipment and devices to properly remove and dispose of water during construction, if needed.
26. Refer to construction pollution prevention plan for erosion control notes.

SURVEY INFORMATION:

Survey information shown hereon from survey performed by Arc Surveying & Mapping. May 04, 2023. Referenced on the North American Vertical Datum of 1988 (N.A.V.D. 88).

ENVIRONMENTAL AND PERMITS:

1. The U.S. Army Corps of Engineers (USACE), Florida Department of Environmental Protection (FDEP) and the local city or county may exert jurisdiction over construction of the project. The Contractor shall be responsible to understand and comply with all applicable permit conditions imposed by the jurisdictional agencies, if permits are necessary. If not, the Contractor must at least comply with general state water quality standards for siltation and guidelines for encounters with threatened and endangered species.
2. All building and construction-related permits from the local (city or county) or state authorities are the responsibility of the Contractor.
3. The Contractor shall be responsible for penalties and/or fines levied due to work that is not in accordance with permit conditions.
4. National Marine Fisheries Services has special conditions for manatees. See details.

SUBMITTALS:

All submittals shall be made to the Engineer of Record for review and approval, in writing, prior to ordering and before construction. Submittals also include but are not limited to, shop drawings, mark-up drawings, sketches, cut-sheets, product literature, additional specifications, photographs and letters.
Submittals list:

1. Schedule for completion of work with tasks and durations defined.
2. Shipping, Stockpile and Site Administration Plan (SSSAP).
3. Temporary Traffic Control plan (TTC) for vehicles and pedestrians, including material deliveries, stockpile area(s), worker's parking and construction equipment.
4. Site-Specific Safety Plan shall be distributed and reviewed with all site workers prior to said workers commencing work on the project site. See "Site Safety" heading.
5. Complete list of required shop drawing submittals shall be provided by the Engineer at the preconstruction meeting.
6. Changes, alternates or other methods different from project plans must be approved, in writing, via submittals required by the Engineer and/or Owner.
7. After completing the punchlist in the field, the Contractor must submit a itemized punchlist, as-built survey and record drawings for final changes and the Engineer of Record approving in writing.
8. The Contractor shall be responsible for keeping a log of change orders, RFI's and shop drawings. The log shall be updated and available upon request.

INSPECTION COORDINATION:

1. The Engineer will be conducting routine observations and observations at critical stages of construction. A minimum of 72 hours notice shall be given to the Engineer prior to commencing the critical stages of construction. In general, critical stages are the initial work on the major structure components. Examples of critical stages of construction include: initial construction stakeout, false-work, pile installation, rebar placement prior to placing concrete, first casting of concrete, etc.
2. The local city or county may perform their own construction observations in addition to the Engineer. No observers other than the Engineer or his/her designated representative shall have the authority to determine compliance with plans and specifications.
3. Other observers may relay information to the Engineer, but it will be the Contractor's ultimate responsibility to maintain contact and resolve disputes, questions, field changes, payment requests, etc. directly with the Owner or Engineer.

CONSTRUCTION SURVEYING:

1. Stake-out survey of the project is the responsibility of the Contractor. Beginning and end points will be provided by the Owner or Engineer in the project drawings.
2. The staked project must be approved by the Engineer prior to commencing construction. The Engineer reserves the right to make alignment changes based on conditions portrayed by the initial stakeout.
3. Methods and frequency of continuing stake-out during construction shall be submitted to the Engineer for approval prior to beginning construction.
4. The Contractor must perform an independent construction record survey (as-built survey) as a check for compliance at the end of the project. The record survey must be signed and sealed by a State of Florida Licensed Professional Surveyor. The record survey must be referenced to feet N.A.V.D. 88.
5. The Prime Contractor is advised that certification of the project elevations and alignment is required by the Engineer for final acceptance of work.

SITE SAFETY:

The Contractor shall prepare and adhere to a Site-Specific Safety Plan. The contents of the plan are:

1. Identification of potential hazards and injuries pertaining to the specific site and project.
2. Location of nearest hospital.
3. Assure availability of at least one working cell phone and one vehicle on site at all times.
4. Emergency contacts within the Subcontractor's organization and at the Prime Contractor's organization.
5. All field personnel shall wear appropriate safety attire and utilize appropriate personal protection equipment for a given task/operation such as safety glasses/goggles, masks, shields, gloves, harnesses, hard hats, steel-toed boots,etc.
6. Safety kit shall be available onsite at all times with appropriate materials for potential hazards and injuries.
7. The Site-Specific Safety Plan shall be distributed and reviewed with all site workers prior to said workers commencing work on the project site.
8. The Contractor shall follow all applicable local, state, and federal codes regarding site safety.
9. The Contractor shall adjust the means and methods of this plan as appropriate for maintaining site and operational safety.

DRAWING: GENERAL NOTES
DMC JOB NO. 23-037-04
SHEET NO. C-1
DRAWN BL | CAD | C3D
CHECKED VF | SCALE AS SHOWN
ADDENDUM | DATE 11/01/2024

PROJECT NAME: RIVERSIDE PARK BULKHEAD REPLACEMENT
CLIENT: CITY OF HOLLY HILL

VITALY B. FEYGIN

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HOLLY HILL FLORIDA

Attachment: Exhibit A - Riverside Park Bulkhead Replacement 22B10 (2025-R-7 : Riverside Park Bulkhead Replacement)

Drawing Name: C:\Users\DMC-User\AppData\Local\Temp\AcPublish_27616\Riverside Park Bulkhead.dwg By: DMC-User Tab: GN 11/01/2024

SITE MAINTENANCE:

1. The Contractor shall maintain a clean and neat site, void of loose debris, trash, remnant parts or materials.
2. Trash receptacles and removal service shall be maintained by the Contractor specifically for this project. Pre-existing trash/debris facilities shall not be used to maintain the project.
3. Temporary debris piles shall be limited in number as much as practical and contained in designated areas until removal. Debris and trash shall not be scattered in areas outside the limited designated areas at any time.
4. Removal of trash/debris shall be scheduled as appropriate to not allow piles to reach five-feet in height or greater than ten-feet in diameter. Debris individually larger than these dimensions shall be removed from the site within five working days. Receptacles shall not overflow at any time.
5. Where necessary, the Contractor shall employ a Temporary Traffic Control plan (TTC) for vehicles and pedestrians, including material deliveries, stockpile area(s), worker parking and construction equipment. The plan must be in writing, including sketches or drawings, and must be submitted to the Owner or Engineer for review and approval before commencement of any work.
6. The Contractor shall follow all applicable local, state and federal codes regarding site maintenance.

MOBILIZATION AND DEMOBILIZATION:

1. Access to near water construction areas is required for material storing, hauling, erection and construction. All facilities, public or private, used for such purposes shall be repaired to their original condition following "Completion" of the project, including grade and topping (sod, tree/vegetation cover, established road, etc.)
2. The Contractor shall present a Shipping, Stockpile and Site Administration Plan (SSSAP) to the Owner or Engineer for approval. The plan shall be specific to the project requirements for the particular materials to be delivered to the site, describing delivery points, stockpile areas, temporary debris/trash storage areas, temporary field office (including utilities maintained there), fencing, security and a statement of commitment and details for maintaining safety on the site.
3. The Owner or Engineer shall have the right to exercise reasonable alterations or additions to the SSSAP.
4. It is the Contractor's responsibility to coordinate, and pay for, necessary utilities to occupy the site and perform the work.
5. The Contractor shall not demobilize until project completion, and all parties have agreed and signed off in writing.

TECHNICAL SPECIFICATIONS FOR SITE PLAN TESTING:

1. MATERIAL
   The inspection and testing of materials and finished articles to be incorporated in the work shall be made by bureaus, laboratories, or agencies approved by the Engineer of Record. The Contractor shall submit such samples, or such special or test pieces of materials as the Engineer of Record may require. The Contractor shall not incorporate any material or finished article into the work until the results of the inspections or tests are known and the Contractor has been notified by the Engineer of Record that the material or finished article is accepted. All materials must be of the specified quality and be equal to the approved sample if a sample has been submitted. Certified copies of all tests made shall be submitted to the Engineer of Record as well as to the Owner's designated site inspector. The Owner's designated site inspector must receive copies of all testing reports and certificates prior to the Engineer of Record requesting a final project inspection from the Owner.
2. LABORATORY CONTROL AND CERTIFICATES SPECIFICATIONS:
   Sampling, testing, and laboratory methods shall be in accordance with the standard specifications of the AASHTO or ASTM. Where AASHTO or ASTM specifications are used, the reference shall be construed to be the most recent standard specifications or tentative specifications of the AASHTO or ASTM in force on the date of the test.
   TEST AND CERTIFICATES:
   The Contractor shall engage an approved testing laboratory to provide the following tests and certifications signed by a registered Engineer of the State of Florida. All technicians performing the tests shall be state certified for the testing performed. Additional tests that may be required by either the Engineer of Record or the Owner shall also be provided by the Contractor, and the following shall not be taken as a complete and exhaustive list of the Contractor's testing responsibilities.
   a. Soil analysis for structural fill material prior to installation.
   b. Proctor densities, moisture content, compacted field densities and Atterberg limits.

FILL MATERIAL AND SURFACE TREATMENT:

1. Fill material shall be from an upland source and shall be clean, construction-quality sand, free from organics, oils, grease and debris. The source company shall provide a sieve analysis to the Engineer for approval prior to shipping material.
2. Fill material shall be placed in maximum 12-inch lifts and compacted to minimum 98% percent optimum proctor moisture content and density. The bottom, middle and top of fill shall be tested, at the expense of the Contractor, by a qualified independent testing company. The testing company name, qualifications and contact information shall be provided to the Owner or Engineer for approval prior to commencing soil testing.
3. Backfilling shall not be performed until after the cap has sufficiently cured to design strength.
4. The filling and compaction should be performed with the smallest practical equipment to reduce surcharge on the structure during the operation. Heavy equipment shall not be operated within 25-feet of the seawall. The Contractor shall review backfilling procedure with the Engineer prior to commencing.
5. Area to be filled shall be stripped of organic materials prior to filling.
6. If any muck material is discovered, it shall be required to be removed and replaced with a suitable material that is properly filled, compacted and tested using AASHTO T-180 modified proctor method.

EROSION AND TURBIDITY CONTROL:

The following measures represent minimum standards to be adhered to by the Contractor throughout the construction of this project. The Owner reserves the right to require additional measures to be employed when warranted by extreme conditions and/or the failure of the Contractor to employ the appropriate erosion and turbidity control best management practices. Failure to comply with these provisions shall result in the issuance of a "stop work order".

1. It shall be the responsibility of the Contractor to have all protective vegetation barricades, erosion and turbidity control structures and measures in place prior to the commencement of any work. These measures include, but are not limited to, temporary construction fences, hay bales, silt fences, and floating turbidity barriers. Further, it shall be the responsibility of the Contractor to maintain all erosion control devices throughout the duration of the entire project. Maintenance shall include periodic inspection and removal of debris abutting erosion control devices.
2. Prior to the installation of any fill materials on subject site, silt fences shall be installed (1) along subject site boundary and property lines, (2) at the edge of conservation easements and wetlands, (3) adjacent to natural landscape buffers, (4) around the perimeter of existing storm water treatment facilities, and (5) at any additional areas that the Owner deems necessary to be protected from potential erosion impacts during construction. These conditions shall apply in all instances where fill material is being installed within 25-feet of any of the aforementioned locations. While these items represent the minimum requirements, the Owner reserves the right to impose additional protective measures, as determined during actual site visits conducted throughout project construction.
3. At a minimum, the Contractor shall seed and mulch all disturbed areas. Sufficient grass coverage is to be established within thirty days.
4. Soils are to be stabilized by water or other means during construction. This is intended to reduce soil erosion and the impact to neighboring communities. Adequate watering methods should be employed to allow daily coverage of the entire limits of all areas that do not have an established vegetative cover. Methods to be employed include, but are not limited to, water trucks, permanent irrigation systems, temporary sprinkler systems operated by pumping units connected to wet retention ponds, water cannons, temporary irrigation systems mounted atop stockpile areas, and other methods as deemed necessary by the Owner.
5. Any permitted demolition or removal from submerged lands or adjacent uplands shall be fully contained within siltation devices such that permit turbidity requirements and state water quality standards are met.

DEMOLITION, CLEARING AND RESTORATION:

1. Demolition or clearing may require permits. The Contractor shall acquire all necessary building permits from the local municipality prior to commencing work.
2. Clearing and removal of vegetation, rocks and debris will be required within the project structure footprint.
3. Demolition or removal of objects, debris, or material specified or obstructing construction shall take place only to the extent necessary.
4. The site shall be restored by removing and finishing all evidence of construction including temporary haul roads, vehicle ruts, stockpile areas, shoreline slopes and vegetation, sod and areas subject to project work.

AS-BUILT SURVEY AND RECORD DRAWINGS:

1. As-built survey and record drawings shall be submitted at the time of the punchlist review and shall be reviewed by the Engineer for completeness and correctness.
2. The record drawings shall be a designated set of drawings maintained on site for the purpose of hand-making all changes and deviations from the original design, no matter how slight. Color markings are preferred.
3. The record drawings shall also contain any and all field changes with respect to location, alignment, height, width, length, depth, materials, products, etc.

DRAWING: GENERAL NOTES
DMC JOB NO. 23-037-04
SHEET NO. C-1
DRAWN BL | CAD C3D | SCALE AS SHOWN
CHECKED VF | ADDENDUM | DATE 11/01/2024

PROJECT NAME: RIVERSIDE PARK BULKHEAD REPLACEMENT

CLIENT: CITY OF HOLLY HILL

VITALY B. FEYGIN

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DMC ENGINEERS • SCIENTISTS

HOLLY HILL FLORIDA

Attachment: Exhibit A - Riverside Park Bulkhead Replacement 22BG10 (2025-R-7 : Riverside Park Bulkhead Replacement)

Drawing Name: C:\Users\DMC-User\AppData\Local\Temp\AcPublish_27616\Riverside Park Bulkhead.dwg By: DMC-User Tab: GN (2) 11/01/2024

STANDARD MANATEE CONDITIONS FOR IN-WATER WORK
2011

The permittee shall comply with the following conditions intended to protect manatees from direct project effects:

a. All personnel associated with the project shall be instructed about the presence of manatees and manatee speed zones, and the need to avoid collisions with and injury to manatees. The permittee shall advise all construction personnel that there are civil and criminal penalties for harming, harassing, or killing manatees which are protected under the Marine Mammal Protection Act, the Endangered Species Act, and the Florida Manatee Sanctuary Act.

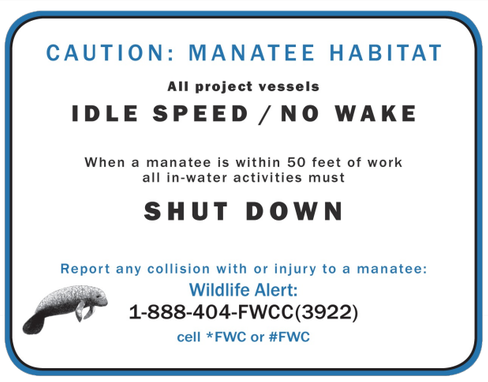
b. All vessels associated with the construction project shall operate at "Idle Speed/No Wake" at all times while in the immediate area and while in water where the draft of the vessel provides less than a four-foot clearance from the bottom. All vessels will follow routes of deep water whenever possible.

c. Siltation or turbidity barriers shall be made of material in which manatees cannot become entangled, shall be properly secured, and shall be regularly monitored to avoid manatee entanglement or entrapment. Barriers must not impede manatee movement.

d. All on-site project personnel are responsible for observing water-related activities for the presence of manatee(s). All in-water operations, including vessels, must be shutdown if a manatee(s) comes within 50 feet of the operation. Activities will not resume until the manatee(s) has moved beyond the 50-foot radius of the project operation, or until 30 minutes elapses if the manatee(s) has not reappeared within 50 feet of the operation. Animals must not be herded away or harassed into leaving.

e. Any collision with or injury to a manatee shall be reported immediately to the Florida Fish and Wildlife Conservation Commission (FWC) Hotline at 1-888-404-3922. Collision and/or injury should also be reported to the U.S. Fish and Wildlife Service in Jacksonville (1-904-731-3336) for north Florida or Vero Beach (1-772-562-3909) for south Florida, and to FWC at ImperiledSpecies@myFWC.com

f. Temporary signs concerning manatees shall be posted prior to and during all in-water project activities. All signs are to be removed by the permittee upon completion of the project. Temporary signs that have already been approved for this use by the FWC must be used. One sign which reads *Caution: Boaters* must be posted. A second sign measuring at least 8 ½" by 11" explaining the requirements for "Idle Speed/No Wake" and the shut down of in-water operations must be posted in a location prominently visible to all personnel engaged in water-related activities. These signs can be viewed at MyFWC.com/manatee. Questions concerning these signs can be sent to the email address listed above.



UNITED STATES DEPARTMENT OF COMMERCE
National Oceanic and Atmospheric Administration
NATIONAL MARINE FISHERIES SERVICE
Southeast Regional Office
263 13th Avenue South
St. Petersburg, FL 33701

SEA TURTLE AND SMALLTOOTH SAWFISH CONSTRUCTION CONDITIONS

The permittee shall comply with the following protected species construction conditions:

a. The permittee shall instruct all personnel associated with the project of the potential presence of these species and the need to avoid collisions with sea turtles and smalltooth sawfish. All construction personnel are responsible for observing water-related activities for the presence of these species.

b. The permittee shall advise all construction personnel that there are civil and criminal penalties for harming, harassing, or killing sea turtles or smalltooth sawfish, which are protected under the Endangered Species Act of 1973.

c. Siltation barriers shall be made of material in which a sea turtle or smalltooth sawfish cannot become entangled, be properly secured, and be regularly monitored to avoid protected species entrapment. Barriers may not block sea turtle or smalltooth sawfish entry to or exit from designated critical habitat without prior agreement from the National Marine Fisheries Service's Protected Resources Division, St. Petersburg, Florida.

d. All vessels associated with the construction project shall operate at "no wake/idle" speeds at all times while in the construction area and while in water depths where the draft of the vessel provides less than a four-foot clearance from the bottom. All vessels will preferentially follow deep-water routes (e.g., marked channels) whenever possible.

e. If a sea turtle or smalltooth sawfish is seen within 100 yards of the active daily construction/dredging operation or vessel movement, all appropriate precautions shall be implemented to ensure its protection. These precautions shall include cessation of operation of any moving equipment closer than 50 feet of a sea turtle or smalltooth sawfish. Operation of any mechanical construction equipment shall cease immediately if a sea turtle or smalltooth sawfish is seen within a 50-ft radius of the equipment. Activities may not resume until the protected species has departed the project area of its own volition.

f. Any collision with and/or injury to a sea turtle or smalltooth sawfish shall be reported immediately to the National Marine Fisheries Service's Protected Resources Division (727-824-5312) and the local authorized sea turtle stranding/rescue organization.

g. Any special construction conditions, required of your specific project, outside these general conditions, if applicable, will be addressed in the primary consultation.

Revised: March 23, 2006
O:\forms\Sea Turtle and Smalltooth Sawfish Construction Conditions.doc

DRAWING: ENVIRONMENTAL NOTES
DMC JOB NO. 23-037-04
SHEET NO. C-1
DRAWN BL | CAD C3D | SCALE AS SHOWN
CHECKED VF | APPROVED | DATE 11/01/2024

PROJECT NAME: RIVERSIDE PARK BULKHEAD REPLACEMENT

CLIENT: CITY OF HOLLY HILL

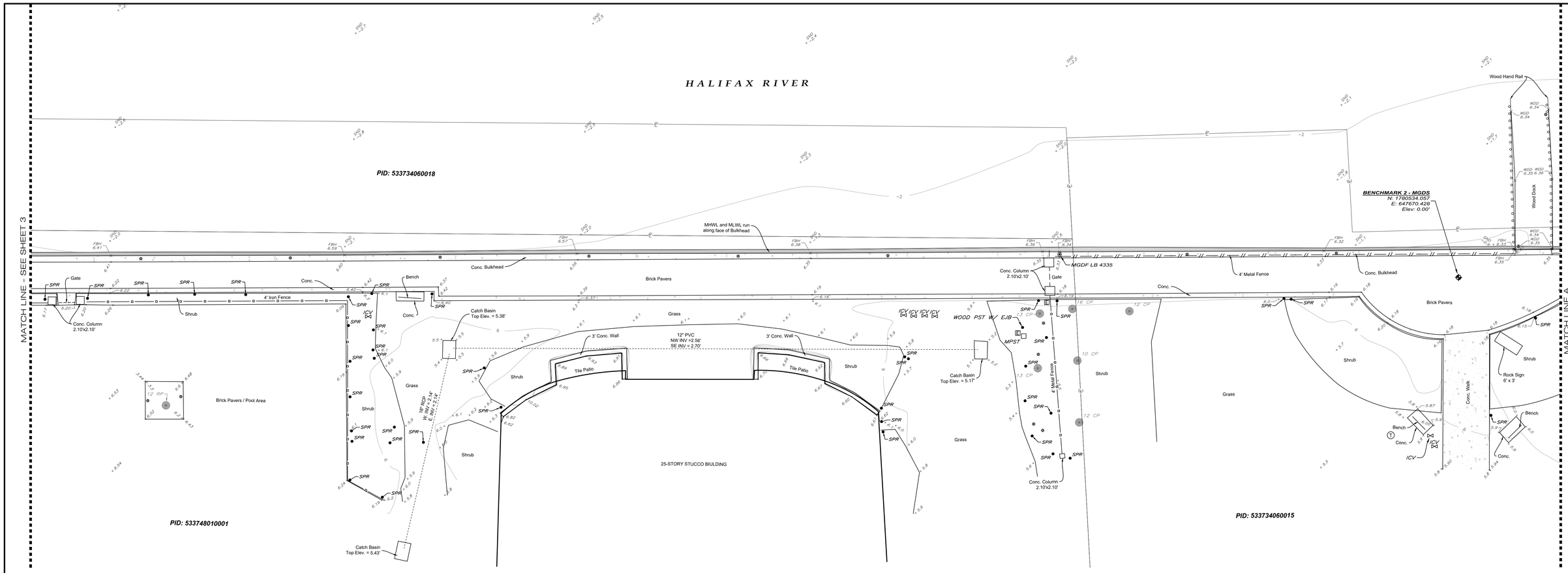
VITALY B. FEYGIN
P.E. No. 70000 | STATE OF FLORIDA

Dredging & Marine Consultants
4643 S. Clyde Morris Blvd
Unit 302
Port Orange, FL 32129
Phone:(386) 304-6505
Fax:(386) 304-6506
www.dmces.com
DMC ENGINEERS • SCIENTISTS

HOLLY HILL FLORIDA

Attachment: Exhibit A - Riverside Park Bulkhead Replacement 22BG10 (2025-R-7 : Riverside Park Bulkhead Replacement)

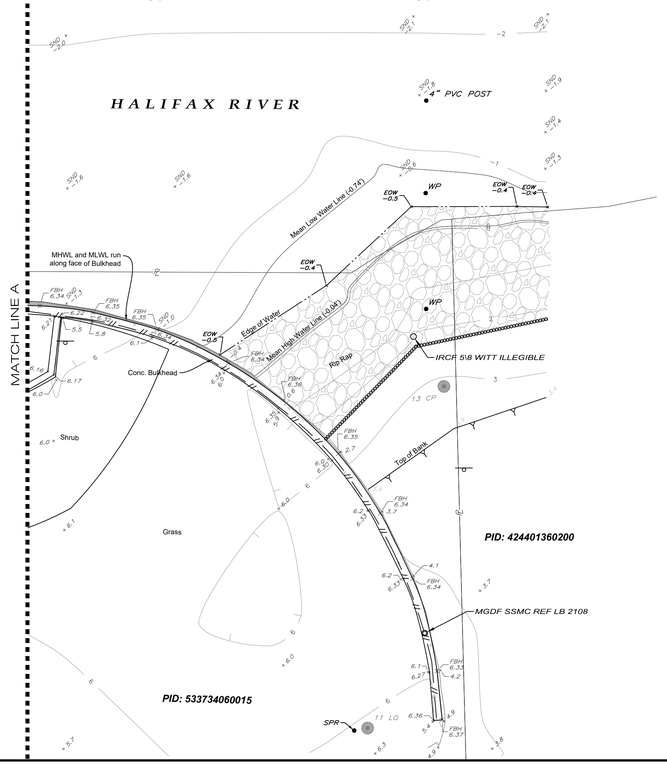
Drawing Name: C:\Users\DMC-User\AppData\Local\Temp\AcPublish_27616\Riverside Park Bulkhead.dwg By: DMC-User Tab: ENV 11/01/2024

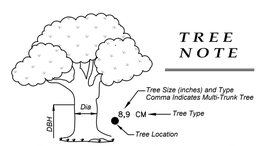




LEGEND

MGDS	Set Mag Nail & Disk LB 6487
IRCF	Set 5/8" Iron Rod With Cap LB 6487
MGDF	Found Mag Nail & Disk
IRCF	Found Iron Rod With Cap
℄	Property Line
PVC	Polyvinyl Chloride Pipe
RCP	Reinforced Concrete Pipe
Inv	Invert Elevation
Elev	Elevation
Conc.	Concrete
SND	Sounding Shot
EOW	Edge of Water
FBH	Face of Bulkhead
Ⓓ	Storm Drainage Manhole
Ⓣ	Telephone Manhole
	Flood/Landscape Light
CP	Concrete Post
WP	Wood Piling
SPR	Sprinkler Head
CP	Concrete Piling
	Sign
E	Electric Pedestal
ELEC	Electric Outlet
EHH	Electric Handhole
MPST	Metal Post With Security Box 1'X1'
G	Buried Gas Warning Marker
ICV	Irrigation Control Valve
SPR	Sprinkler Head
CO	Sanitary Sewer Clean Out
SCO	Storm Sewer Clean Out
SD	Sheet Divider
6.98	Spot Elevation
	Location of reading





TREE NOTE

Trees by nature are irregular in size and shape. Every effort is made to accurately locate trees. The tree size is determined at diameter breast height. The tree location is the center of the tree. This location may be different if located from a different direction. All tree locations should be field checked if critical to design.

TREE LEGEND

LI	Live Oak
PM	Royal Palm
CP	Cabbage Palm (Sabal Palm)

PROJECT:	RIVERSIDE PARK BULKHEAD - HOLLY HILL
LOCATED IN:	VOLUSIA COUNTY, FLORIDA
PREPARED FOR	DEDGING & MARINE CONSULTANTS
DATE OF LAST FIELD SURVEY:	MAY 04, 2023
	NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

ARC SURVEYING & MAPPING, INC.
5202 SAN JUAN AVENUE, JACKSONVILLE, FLORIDA 32210 PHONE: 904/384-8377
LICENSED BUSINESS NO. 6487
www.arcsurveyors.com

SHEET NUMBER: 04 of 04

FILE PATH: F:\ARC_DATA\2022\22-256 RIVERSIDE PARK BULKHEAD HOLLY HILL\DELIVERABLE\5-17-2023\22-256_HOLLY-HILL-BULKHEAD_TOPO.DWG PLOTTED BY: COLE BAKER ON: 5/17/2023 1:47 PM LAST SAVED BY: CBAKER ON: 5/17/2023 1:44 PM

Attachment: Exhibit A - Riverside Park Bulkhead Replacement 22BG10 (2025-R-7 : Riverside Park Bulkhead Replacement)

Dredging & Marine Consultants
DMC
ENGINEERS • SCIENTISTS

December 11, 2024

Steve Juengst, Administration Manager
Department of Public Works
City of Holly Hill
453 LPGA Blvd.
Holly Hill, FL 32117

RE: Riverside Park Bulkhead Repair / Bid No. 22-BG-10

BIDDERS QUESTIONS & RESPONSES

1. **Any geotechnical reports available?**
   Response: Yes, geotechnical reports can be seen in the attachment.

2. **Does "Builder's Risk Insurance" need to include the value of the existing wall? If so, what is its value?**
   Response: We do not feel that Builder's Risk Insurance is required on this project as the seawall is not a Building asset or associated with the building as such. There is not a building that we are impacting or will be impacted by the work. So, our guidance is not to add this requirement or cost, but you should check with the City Attorney.

3. **Are there any agency permits that have been procured/ applied for available to be reviewed by bidders?**
   Response: Yes, both FDEP and USACE permits are secured and attached.

4. **Exhibit A Plan Sheet C-10 Construction Sequence shows the tensioning after the second pour when the helical has been casted into the cap. Was this meant to be performed after the 1st pour to keep the wall in alignment after concrete/ flowable fill placement in the sheets (referencing plan sheet C-07)?**
   Response: 1ST pour is intended for creating a plug allowing anchor testing and lock off. Second pour should be done after anchor testing and all anchors are locked off.

5. **What is the upright spacing on the railing to be removed and replaced? This will help with the quantity of anchors required for replacement.**
   Response: Contractor is advised to visit the site and determine the number of railing posts that will require relocation. All posts shall be installed using stainless steel drop-in anchors and matching stainless steel bolts.

6. **Is there an engineer's estimate for this project?**
   Response: An Engineer's Estimate will not be provided.

Attachment: Exhibit A - Riverside Park Bulkhead Replacement 22BG10 (2025-R-7 : Riverside Park Bulkhead Replacement)

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spatel@dmces.com • www.dmces.com

BIDDERS QUESTIONS & RESPONSES

7. **The new concrete curb/ retainer looks to intersect with the old concrete cap, will an expansion joint or concrete bonding agent be required for this area (referencing plan sheet C-05 pavers plan and bulkhead cross-section details)?**
   Response: No expansion joints or bonding agent are required. Only a cold joint.

8. **Are there as-builts for the existing concrete panels for drop-in embedment?**
   Response: No as-built drawings are available.

9. **The plug pour referenced 3'-0" below mudline - is this to have rebar installed and tied into the cap?**
   Response: No, concrete plug is unreinforced.

10. **Temporary Traffic Control - will the contractor be required to keep/ build an access to the gate at the edge of project limits connecting from the west existing concrete sidewalk for pedestrians?**
    Response: This gate will remain closed until the project is completed.

11. **What is the anticipated start date for the City of Holly Hill Riverside Park Bulkhead project?**
    Response: The anticipated start date will be in the first quarter of 2025.

12. **For the above subject project, what is the estimated/ budget?**
    Response: A budget cannot be provided at this time.

13. **Will there be a cost allowance to use 22' UC-95 panels rather than 20' to clear the obstruction of the existing cap during installation?**
    Response: This question shall be clarified with a Sketch. We do not see the need for 22 ft long panels.

14. **Support works stated they normally do not utilize 1.75" Dywidag adaptor and Rod for their system - they are requesting to provide 1.25" in lieu - is this an acceptable substitution to the design by the sole sourced provider?**
    Response: 1.25” dia. dywidag adaptor is fine. However, shaft of the helical anchor shall be 1.75 sq. or round of equal area of the rod cross section.

15. **On sheet C-06, are we to excavate down 2'0"-2'6" and remove then place 25# to 50# lime rock in place?**
    Response: No excavation and removal of the existing rip rap is required. We are placing additional lime rock above the existing revetment.

Attachment: Exhibit A - Riverside Park Bulkhead Replacement 22BG10 (2025-R-7 : Riverside Park Bulkhead Replacement)

BIDDERS QUESTIONS & RESPONSES

16. **Will there be soil strength testing required beforehand prior to helical install?**
    Response: Please see the attached Geotechnical report for the soil borings. Helical anchor design was done based on data collected from the Geotechnical Report.

    Please see below for the 2 types of standard test procedures which will be conducted by the Contractor (See sheet C-10 for updated notes):
    1. Performance Test for one anchor. This is a long and comprehensive test procedure. It will allow us to refine anchor length based on the field test results.
    2. Proof test for 2 random anchors spread apart. The proof test will be based on refined length of the anchor. It is a simplified and shortened procedure that will allow us to get a level of confidence in the performance of other anchors.

17. **Is the actual wall 205' or 200' long? 205' in pic, and 200' on worksheet?**
    Response: We believe that the wall length is approximately 205 LF.

18. **The specs call for a 9 ga wire as reinforcement at the top and bottom of the ribbon curb, but drawing C-05 calls for #3 rebar to be used, please advise which reinforcement to use.**
    Response: 9 ga wire can be replaced with #3 rebars. Both options are acceptable. Contractor can also utilize CMU "Laddur" joint reinforcement instead of both options discussed above.

19. **The railing attachment detail on drawing C-07 shows a surface mounted handrail, the existing handrail intended for relocation is not a surface mounted handrail but rather an imbedded handrail. Since the existing cap is not intended for demolition, there is no way to remove the existing handrail without destroying it, please advise.**
    Response: Handrail can be cut at the top of the existing pile cap and preserved and stored for future reuse. Contractor can order ½" thick aluminum plate with predrilled holes allowing 5/8" Dia Stainless Steel bolts with matching Drop-in stainless steel anchors. Holes shall be spread 4" apart in both directions. Plates shall be welded to handrail posts with all around fillet weld having thickness matching the thickness of the post element. See sheet C-07 for detail.

20. **Drawing C-08, Elevation A-A shows proposed concrete cap height is 24 inches. Other drawings show proposed concrete cap height is 36 inches. Please clarify the correct dimension.**
    Response: Proposed cap height is 36". Existing cap height is 24". The top elevation of the proposed cap matches the top elevation of the existing cap.

21. **Drawing C-08 shows annular space between existing wall and proposed wall is to be filled with concrete. Please clarify which sheet piles are to be filled with concrete.**
    Response: Annular space is between new sheet pile and existing precast sheet pile. All annular spaces shall be filled with concrete or with 1000 psi flowable fill. Contractor's choice. Substitution of the concrete with 1000 psi flowable fill will be approved.

22. **Drawing C-05 shows 4 inches of compacted soil cement under the brick pavers. Can typical paver base (coarse stone / crushed aggregate) be used instead of soil cement?**
    Response: No. We requested 4" soil cement for a reason.

Attachment: Exhibit A - Riverside Park Bulkhead Replacement 22BG10 (2025-R-7 : Riverside Park Bulkhead Replacement)

BIDDERS QUESTIONS & RESPONSES

23. **What is the top elevation for the flowable fill to be placed between the existing and new wall? It appears either the bottom of existing cap or bottom of new cap.**
    Response: Drawing C-05 Shows flowable fill poured to the underside of the existing pile cap, while C-07 Shows flowable fill stopped at the bottom of the new pile cap. Both options are acceptable. However, from the logic of construction sequence option 2 is simpler.

24. **For the helical anchors, are the materials to be plain steel or hot dip galvanized?**
    Response: Anchor shafts shall be hot dip galvanized and wrapped into Denso tape.
    The anchor shafts shall be of mild steel having Fy between 60 and 70 ksi. No high strength rods should be allowed because hot dip galvanization process causes hydrogen embrittlement of high strength material.

25. **Drawing C-10 Helical Anchors Note 4. calls for Denso tape. Denso has different tapes available. Which specific tape is to be used?**
    Response: Denso tape with petrolatum liner.

26. **There are two light fixtures on top of the existing concrete cap. Are these to be relocated to the new cap?**
    Response: Light features shall be removed and replaced on the new cap. Contractor shall install plastic conduits in the new pile cap to accommodate the electrical lines for the light fixture.

27. **The required list of documents includes Trench Safety Affidavit: Section 00 49 00 and Certificate as to Corporate Principal: Section 00 62 00, however neither form is included in the bid document. Can these forms please be provided?**
    Response: Please contact the City for these documents.

28. **Please confirm if a Bid Bond is required or not required.**
    Response: Bid Bond is required for the project.

29. **Can you let us know how the flowable fill quantity was calculated? We are coming up with a much lower quantity.**
    Response: Please see the revised quantity to be approximately 25 cy for the flowable fill.

30. **Is a bid bond required? 1.09 states Bid Bond is not required. Section 00 30 00 - 5 shows a requirement of a bid bond.**
    Response: Bid Bond is required for the project.

31. **For the Rock Revetment. Is the contractor to remove the existing debris and rock then place geotextile fabric then place existing rock with new rock?**

    Response: Geotek fabric is not required. New rock can be placed on top of the existing rock. The top of the rock shall be choked by the non-uniform rock of smaller sizes.

Attachment: Exhibit A - Riverside Park Bulkhead Replacement 22BG10 (2025-R-7 : Riverside Park Bulkhead Replacement)

BIDDERS QUESTIONS & RESPONSES

32. Is the contractor to provide Material testing services?
Response: Yes, the contractor shall provide Material testing services.

33. Do Helical anchors need to be tested by a third party? If so, is the contractor to bear that cost?
Response: No, Contractor installing Helical anchors shall be testing them. The final length of the anchor shaft can be calibrated after testing 3 random anchors (the first anchor shall be Performance tested, and two additional anchors shall be Proof tested. The tested anchors shall be spaced not closer than 40' apart)

34. New railing will be 2' east on new cap. Any plan on attaching?
Response: Please see sheet C 07.

35. Do we need to repost our questions on the VendorLink site?
Response: City please advise, we don't believe this is neccesary.

36. We would like to request for consideration to extend the bid to Friday December 20, provided all questions have been responded to.
Response: We have no objections. This question shall be addressed by the City.

37. ITB section 1.05 identifies 3 items labeled a., b., and c., to be furnished if requested. Please confirm these are not required to be submitted with the bid packet.
Response: City please advise.

38. ITB calls for 1 original and 1 electronic copy but ITB page 13 states "To Be Completed in Duplicate." Please confirm the number of originals to be provided.
Response: City please advise.

39. ITB page 17 refers to a cashier's check or Bid Bond, however page 6, section 1.09 states bid bonds will not be required. Please confirm a bid bond is not required.
Response: City please advise.

40. ITB page 33 refers to public liability and property damage policies. Please provide details on the requirements for these policies including limits.
Response: City please advise.

41. The scope of work does not include above-ground buildings, therefore please confirm a builder's risk policy is not required for this project, reference page 38, III. Property Insurance.
Response: The project is outside of a zone that can influence above -ground buildings. Builder's Risk policy is not required for this project.

Attachment: Exhibit A - Riverside Park Bulkhead Replacement 22BG10 (2025-R-7 : Riverside Park Bulkhead Replacement)

BIDDERS QUESTIONS & RESPONSES

42. The scope of work does not include the installation of machinery and or equipment, therefore please confirm Installation Floater is not required, reference ITB page 39, B. Installation Floater.
Response: We do not believe Installation Floater is required. Area is open, and we do not anticipate any damage to the property if heavy machinery is kept 20 ft away from the wall.

43. Exhibit A Technical Specifications Item 1 refers to mangrove trimming and mangrove removal. Please provide details of the existing mangroves including noting the location on the construction plans.
Response: We do not believe there are any mangroves on the construction site. No mangrove Trimming or removal is required.

44. What if any existing trees within the work area are to be removed and replaced?
Response: Contractor shall remove and replace the tree at no cost to the owner.

45. Please provide details including material and measurements of the existing rail that contractor is to match under item 13, railing.
Response: Contractor shall remove existing rail by blade cutting rail posts at the top of the existing pile cap. Grind the bottom of the post, weld 5/8" x 6" x 6" base plate to the rail posts and reinstall the rail using 5/8 "stainless steel bolts with matching Drop-In anchors as shown on drawing sheet C-07.

46. Can a shop drawing of the existing railing be provided?
Response: No drawings of existing rail available. Contractors are advised to visit the site and check the number of handrail posts and size of the posts.

47. Sheet C-03 shows the existing concrete sidewalk to remain however helical anchors are shown to be installed in the same location. Some portion of the sidewalk will need to be removed and replaced in order to install helical anchors as shown. Under what bid item should the cost of sidewalk removal and replacement be included?
Response: See drawings sheet C-03 and C-04. All pavers shall be removed and installed per detail shown on sheet C-04. Sidewalk removal and replacement shall be included in the same bid.

48. What is the allowable space between the existing and proposed bulkhead walls?
Response: Please see drawing sheet C-05.

49. A portion of the pier, including decking, will need to be removed and replaced to allow for sheet pile installation under the pier. Please provide structural details on the decking and joist pier connection at the wall and identify under which bid item bidders should include the cost to remove and replace for bulkhead installation.
Response: Detail is shown on drawing sheet C-08. No pier removal is required.

Attachment: Exhibit A - Riverside Park Bulkhead Replacement 22BG10 (2025-R-7 : Riverside Park Bulkhead Replacement)

BIDDERS QUESTIONS & RESPONSES

50. Sheet C-06 shows existing vegetation to remain in the area where riprap is being augmented. Is the augment just a fill of 25#-50# stone over existing riprap area? If not, please provide detail on how the proposed riprap area is to be augmented. Augment stone?
Response: New Rip-Rap stone shall be placed on top of existing Rip-Rap. Top of augmented Rip-Rap shall be choked with a smaller stone.

51. Construction plans refer to existing conduit to be relocated. What is the size and type of existing conduit?
Response: Contractor is advised to visit the site and determine the size and the type of conduit.

52. Please provide details of location and connection points of existing conduit.
Response: See answer above. Conduit shall be relocated to the face of the new wall with connections identical to existing details.

53. Are the helical anchors to be HDG?
Response: Yes, See drawing sheet C-10: “Helical Anchors”

54. ITB documents refer to a Geotechnical Report, but none is included in the available files. Please provide the geotechnical report for review.
Response: Geotechnical Report will be provided on the Request.

55. Is all hardware to be HDG? If not, please specify.
Response: Only helical anchor shaft.

56. What area can the contractor use for staging?
Response: The staging area shall be allocated by the City.

57. Will the City require a building permit for this project? If so, will building permit fees be waived?
Response: The question shall be addressed to the City Building Department.

58. Given the scope of work, please confirm a general contractor's license is the required licensure for this project.
Response: Yes. GC license is required.

59. Will the City provide a short extension of the bid date to allow for bidder's to review and incorporate published answers to questions (including review of the referenced but not yet available geotechnical report)?
Response: The question shall be addressed to the City.

60. Drawing C-10: The Sequence of Construction states to excavate soil under pavers to the depth 2’-8” below deck surface, then haul and dispose of excavated soil. Can this soil be stockpiled and reinstalled after helical anchors have been installed?
Response: Yes.

Attachment: Exhibit A - Riverside Park Bulkhead Replacement 22BG10 (2025-R-7 : Riverside Park Bulkhead Replacement)

BIDDERS QUESTIONS & RESPONSES

61. Is a bid bond required for this project?
Response: Bid bond is required for this project.

62. Any certified payroll or Davis-Bacon wages for this project?
Response: The question shall be addressed to the City Building Department

63. Will any part of the parking lot or park be closed during construction?
Response: The question shall be addressed to the City Building Department

64. Are we allowed to leave machines and material stored on site in a Conex box? If so can you please outline the designated areas?
Response: Yes. City can elaborate on that answer.

65. Is there any type of special insurance this project may need i.e. Flood Insurance, Builders Risk?
Response: Neither are required for this project.

Note to Bidders:

1. **Please note that sheet C 03 & 04 have been revised to include the approximate location of the FPL power line within the project site.**

Attachment: Exhibit A - Riverside Park Bulkhead Replacement 22BG10 (2025-R-7 : Riverside Park Bulkhead Replacement)

UNIVERSAL
ENGINEERING SCIENCES

GEOTECHNICAL EVALUATION

Riverside Park Bulkhead
Holly Hill, Volusia County, Florida

UES Project No. 0430.2300051.0000
UES Report No. 141521

June 13, 2023

Prepared for:

Ms. Alex Sorrell
Dredging & Marine Consultants
4643 Clyde Morris Boulevard, Suite 302
Port Orange, Florida 32129

Prepared by:

UNIVERSAL ENGINEERING SCIENCES
911 Beville Road, Suite 3
South Daytona, Florida 32119

CONSULTANTS:
Geotechnical Engineering • Environmental Engineering • Construction Materials Testing Threshold Inspection • Private Provider Inspection • Geophysical Studies

OFFICES: Daytona Beach, FL • Fort Myers, FL • Fort Pierce, FL • Gainesville, FL • Jacksonville, FL • Leesburg, FL • Miami, FL • Norcross, GA • Ocala, FL • Orange City, Orlando, FL Palm Coast, FL • Panama City, FL • Pensacola, FL • Rockledge, FL • Sarasota, FL • St. Augustine, FL • Tampa, FL • West Palm Beach, FL

Attachment: Exhibit A - Riverside Park Bulkhead Replacement 22BG10 (2025-R-7 : Riverside Park Bulkhead Replacement)

UNIVERSAL ENGINEERING SCIENCES
Consultants In: Geotechnical Engineering • Environmental Sciences
Geophysical Services • Construction Materials Testing • Threshold Inspection
Building Inspection • Plan Review • Building Code Administration

LOCATIONS:
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- Fort Myers
- Fort Pierce
- Gainesville
- Jacksonville
- Kissimmee
- Leesburg
- Miami
- Ocala
- Orlando (Headquarters)
- Palm Coast
- Panama City
- Pensacola
- Rockledge
- Sarasota
- Tampa
- West Palm Beach

June 13, 2023

Ms. Alex Sorrell
Dredging & Marine Consultants
4643 Clyde Morris Boulevard, Suite 302
Port Orange, Florida 32129

Reference: **GEOTECHNICAL EVALUATION**
Riverside Park Bulkhead
Holly Hill, Volusia County, Florida
UES Project No. 0430.2300051.0000 and UES Report No. 141521

Dear Ms. Sorrell:

Universal Engineering Sciences, Inc. has completed the geotechnical evaluation for the subject project. This report contains the results of our investigations, an engineering interpretation of these with respect to the project characteristics described to us, and soil design parameters for sheet pile installation.

We appreciate the opportunity to have worked with you on this project and look forward to a continued association. Please do not hesitate to contact us if you should have any questions, or if we may further assist you as your plans proceed.

Respectfully submitted,

UNIVERSAL ENGINEERING SCIENCES

Cody Wilson, E.I.
Project Engineer

Brian C. Pohl, P.E.
Branch Manager
P.E. Number 60216

BRIAN C. POHL LICENSE NO. 60216 STATE OF FLORIDA PROFESSIONAL ENGINEER

Cc: Mr. Shailesh Patel - Dredging & Marine Consultants
Mr. Natalie Tejada - Dredging & Marine Consultants

Attachments

CW/BCP/cme

Attachment: Exhibit A - Riverside Park Bulkhead Replacement 22BG10 (2025-R-7 : Riverside Park Bulkhead Replacement)

UES Project No. 0430.2300051.0000
UES Report No. 141521
June 13, 2023

1.0 INTRODUCTION

1.1 GENERAL

In this report we present the results of the subsurface evaluation for the proposed construction at Riverside Park in Holly Hill, Florida. We have divided this report into the following sections:

- SECTION 2.0 - SCOPE OF SERVICES
- SECTION 3.0 - FINDINGS
- SECTION 4.0 - SHEET PILE DESIGN SOIL PARAMETERS
- SECTION 5.0 - CONSTRUCTION RELATED SERVICES
- SECTION 6.0 - LIMITATIONS

2.0 SCOPE OF SERVICES

2.1 PROJECT DESCRIPTION

Project information and the requested boring locations have been provided to us in discussion with you. It is our understanding the proposed project will consist of renovating and/or replacing sections of the existing bulkhead along Riverside Park. The borings were performed to provide sheet pile design soil parameters for the proposed bulkhead rehabilitation. We anticipate that new sheet piles will be vibrated and/or jetted into place.

Our recommendations are based upon the above considerations. If any of this information is incorrect, or if you anticipate any changes, inform Universal Engineering Sciences so that we may review our recommendations.

2.2 PURPOSE

The purposes of this investigation were:

- to investigate the general subsurface conditions at the site;
- to interpret and review the subsurface conditions with respect to the proposed construction and provide general soil design parameters.

This report presents an evaluation of site conditions on the basis of traditional geotechnical procedures for site characterization. The recovered samples were not examined, either visually or analytically, for chemical composition or environmental hazards. Universal Engineering Sciences would be pleased to perform these services, at your request.

Our investigation was confined to the zone of soil likely to be influenced by the proposed construction. Our work did not address the potential for surface expression of deep geological conditions, such as sinkhole development related to karst activity. A deep geological evaluation requires a more extensive range of field services than performed in this study.

Attachment: Exhibit A - Riverside Park Bulkhead Replacement 22BG10 (2025-R-7 : Riverside Park Bulkhead Replacement)

2.3 FIELD INVESTIGATION

2.3.1 Borings

The subsurface conditions adjacent to the existing bulkhead were investigated with two (2) Standard Penetration Test (SPT) borings advanced to approximately 40 feet each below existing grade. Boring, B-1, was performed east of the existing bulkhead in the Halifax River. Boring, B-2, was performed west of the existing bulkhead in Riverside Park. We performed the SPT borings according to the procedures of ASTM D-1586.

The borings were located by our field personnel using taped measurements from existing site features, and should be considered accurate only to the degree implied by the method used. The location of the borings is presented on the attached Boring Location Plan in Appendix A.

Samples obtained from the borings were transported to our laboratory for further evaluation. Samples of the soils encountered will be held in our laboratory for your inspection for 60 days unless we are notified otherwise.

2.4 LABORATORY INVESTIGATION

2.4.1 Index Testing

The soil samples recovered from the soil borings were returned to our laboratory and then a UES Engineer visually examined and reviewed the field descriptions. The soils were classified in accordance with the Unified Soil Classification System (USCS). We performed tests on selected soil samples consisting of 200 wash gradations to help in classification of the soils. The results of the tests are on the Boring Profiles in Appendix A.

3.0 FINDINGS

3.1 SUBSURFACE CONDITIONS

The boring location and detailed subsurface conditions are illustrated in Appendix A: Boring Location Plan and Subsurface Profiles. The classifications and descriptions shown on the profiles are based upon visual characterizations of the recovered soil samples. Also, see Appendix A: Key to Boring Log, for further explanation of the symbols and placement of data on the Subsurface Profiles. The following discussion summarizes the soil conditions encountered.

The results of the boring performed east of the bulkhead alignment, B-1, indicated approximately three feet of water underlain by weight of hammer (WOH) very loose fine sand (SP) and fine sand with silt (SP-SM) between the mudline and approximately 8.5 feet below existing grade. The very loose soils are underlain by intermittent layers of medium dense to very dense fine sand (SP) and fine sand with silt (SP-SM) to the boring termination depth of approximately 40.0 feet below existing grade.

Attachment: Exhibit A - Riverside Park Bulkhead Replacement 22BG10 (2025-R-7 : Riverside Park Bulkhead Replacement)

The results of the boring performed west of the bulkhead alignment, B-2, indicated approximately 12 inches of topsoil underlain by intermittent layers of loose to very dense fine sand (SP) and fine sand with silt (SP-SM) to the boring termination depth of approximately 40.0 feet below existing grade.

3.2 GROUNDWATER

The groundwater level was encountered at a depth of approximately 5.0 feet below grade at our boring location B-2. The depth of the measured groundwater level is noted on the Subsurface Profiles. It should be anticipated the groundwater level will fluctuate due to seasonal climatic variations, surface water runoff patterns, construction operations, and other interrelated factors.

We recommend positive drainage be established and maintained on the site during construction. We further recommend permanent measures be constructed to maintain positive drainage from the site throughout the life of the project.

4.0 SHEET PILE DESIGN SOIL PARAMETERS

General soil design parameters for sheet piling design consisting of phi angle (degrees), soil unit weight (lb/cubic ft.), Cohesion (ksf) and Earth Pressure coefficients are provided in the attached Soil Design Parameters in Appendix A. Due to the relative consistency of the soils encountered in the boring we have provided parameters, generally based on very loose to very dense sandy soil conditions. As presented in our subsurface profiles, dense and very dense sandy soils were encountered at depths varying between approximately 13.5 and 40.0 feet below mudline at Boring Location B-1 and between approximately 38.5 and 40.0 feet below existing grade at Boring Location B-2. The contractor should anticipate difficult installation conditions within these zones.

We recommend measures be taken to preclude damage to adjacent properties including bulkheads during installation of the wall panels (i.e. jetting).

5.0 CONSTRUCTION RELATED SERVICES

We recommend the owner retain Universal Engineering Sciences to perform construction materials tests and observations on this project. Field tests and observations include verification of foundation subgrades by monitoring filling operations and performing quality assurance tests on the placement of compacted natural soils and structural fill. We can also perform concrete testing, pavement section testing, structural steel testing and other construction materials testing services.

The geotechnical engineering design does not end with the advertisement of the construction documents. The design is an on-going process throughout construction. Because of our familiarity with the site conditions and the intent of the engineering design, we are most qualified to address problems that might arise during construction in a timely and cost-effective manner.

Attachment: Exhibit A - Riverside Park Bulkhead Replacement 22BG10 (2025-R-7 : Riverside Park Bulkhead Replacement)

6.0 LIMITATIONS

During the early stages of most construction projects, geotechnical issues not addressed in this report may arise. Because of the natural limitations inherent in working with the subsurface, it is not possible for a geotechnical engineer to predict and address all possible problems. An Association of Engineering Firms Practicing in the Geosciences (ASFE) publication, "Important Information about Your Geotechnical Engineering Report" appears in Appendix C, and will help explain the nature of geotechnical issues. Further, we present documents in Appendix C: Constraints and Restrictions, to bring to your attention the potential concerns and the basic limitations of a typical geotechnical report.

Attachment: Exhibit A - Riverside Park Bulkhead Replacement 22BG10 (2025-R-7 : Riverside Park Bulkhead Replacement)

APPENDIX A

BORING LOCATION PLAN
SUBSURFACE PROFILES
SOILS CLASSIFICATION CHART

Attachment: Exhibit A - Riverside Park Bulkhead Replacement 22BG10 (2025-R-7 : Riverside Park Bulkhead Replacement)



GRAPHIC SCALE
0 30 60
(IN FEET)
1 INCH ≈ 60 ft.

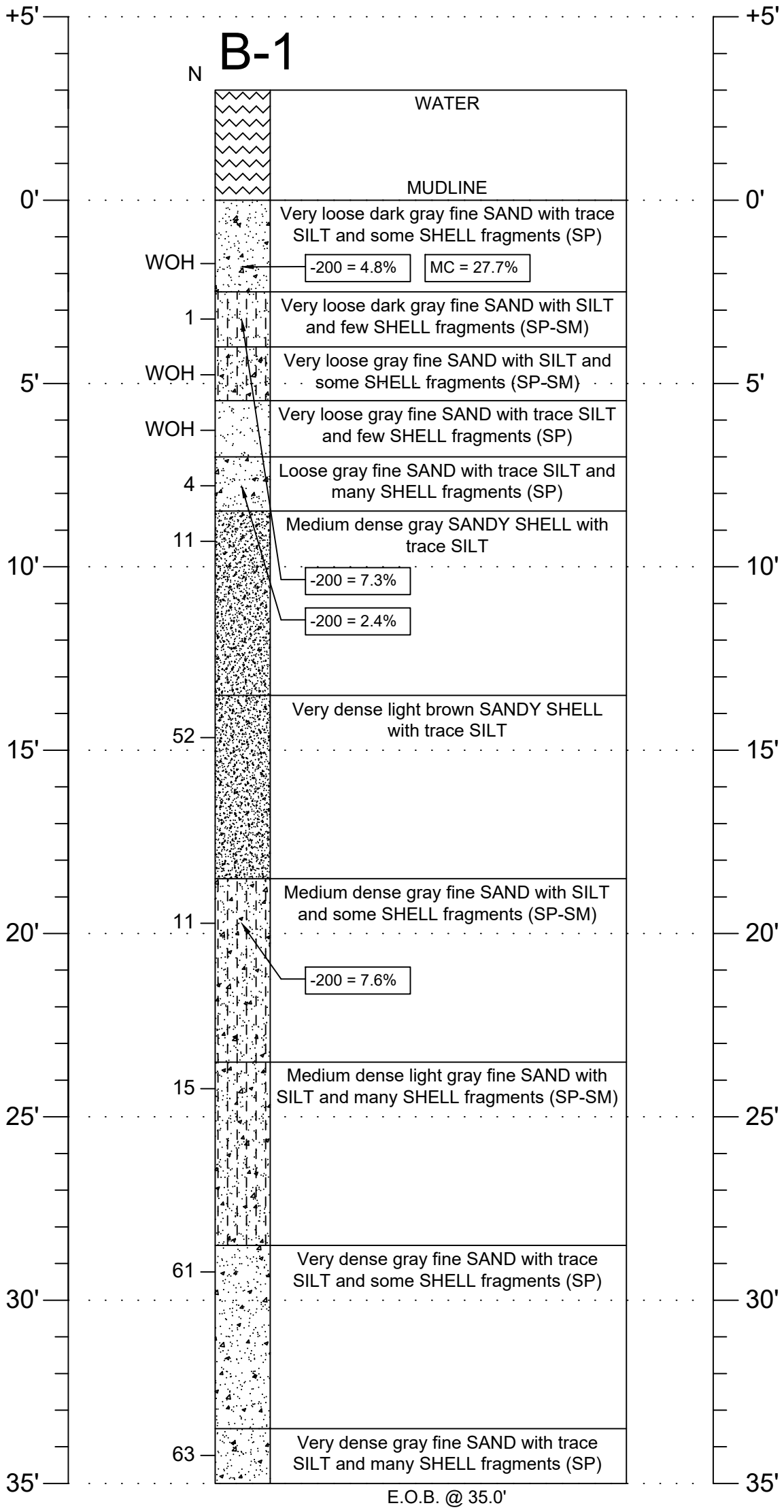
LEGEND

APPROXIMATE LOCATION OF STANDARD PENETRATION TEST (SPT) BORING

UNIVERSAL
ENGINEERING SCIENCES

TITLE: BORING LOCATION PLAN			SCALE: 1" ≈ 60'
PROJECT: GEOTECHNICAL EVALUATION RIVERSIDE PARK BULKHEAD RIVERSIDE DRIVE HOLLY HILL, FLORIDA			PAGE/FIG. NO: A-1
DRAWN BY: MKL	DATE: 06/13/23	PROJECT NO.: 0430.2300051.0000	
CHECKED BY: BP	DATE: 06/13/23	REPORT NO.: 141521	

Attachment: Exhibit A - Riverside Park Bulkhead Replacement 22BG10 (2025-R-7 : Riverside Park Bulkhead Replacement)



NOTES:

▼	Measured Groundwater Level 24 (+) Hours Subsequent to Time of Drilling
(SP)	Unified Soil Classification System
EOB	End of Boring
N	Penetr. Resistance, Blows/ft.
HA	Hand Auger Method
WOH	Weight of Hammer
Kv	Coefficient of Permeability, (ft/day)
-200	% Passing No. 200 Sieve
MC	% Moisture Content

Fine SAND (SP)

Fine SAND with some to many SHELL fragments (SP)

SHELL

Fine SAND with SILT (SP-SM)

Topsoil (PT) ... some to many ORGANICS (PT), sometimes DEBRIS

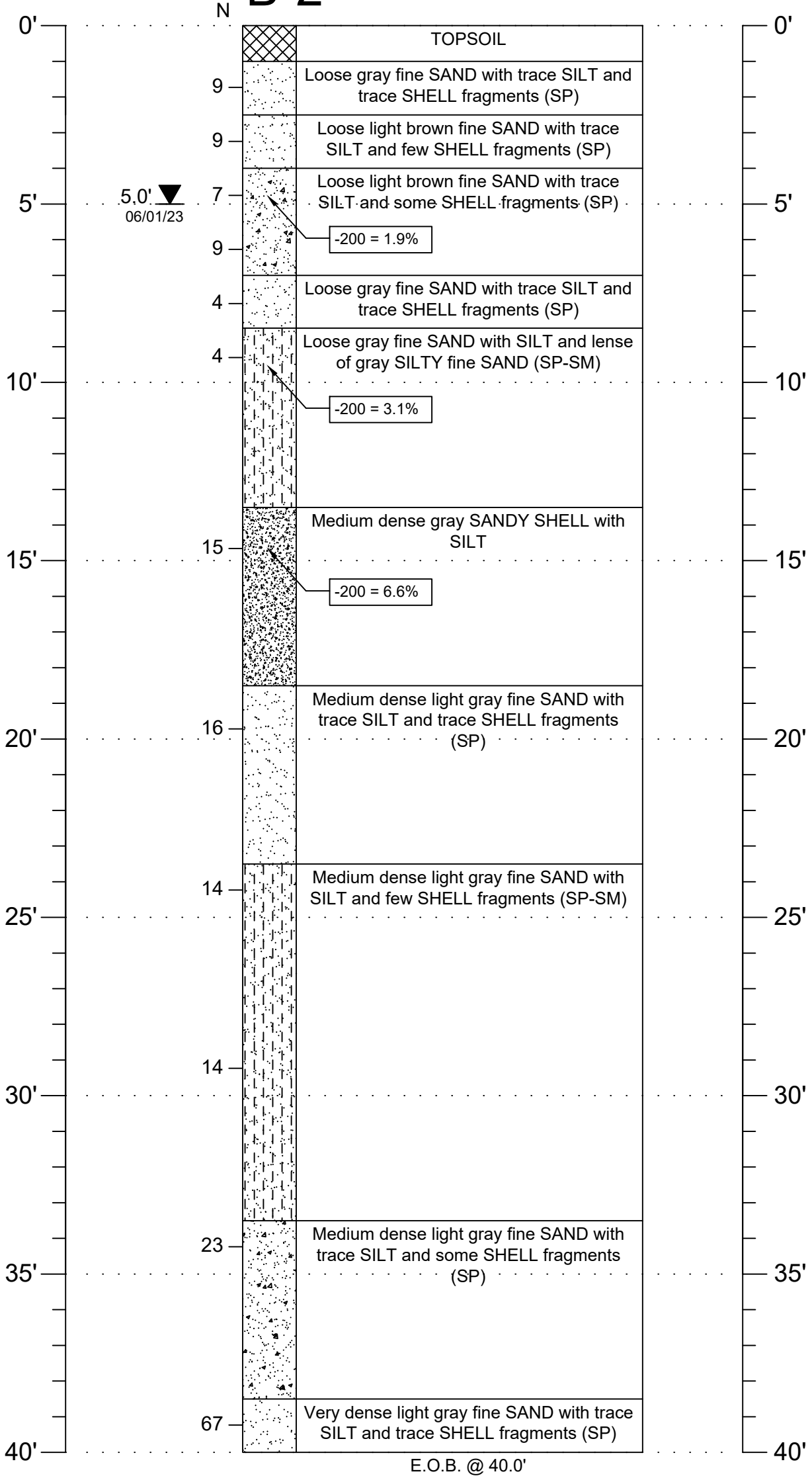
WATER

UNIVERSAL ENGINEERING SCIENCES

PROJECT: GEOTECHNICAL EVALUATION RIVERSIDE PARK BULKHEAD RIVERSIDE DRIVE HOLLY HILL, FLORIDA				TITLE: SUBSURFACE PROFILES	
DRAWN BY: MKL	DATE: 06/13/23	PROJECT NO.: 0430.2300051.0000		SCALE: NA (in feet)	PAGE/FIG. NO.: A-2
CHECKED BY: BP	DATE: 06/13/23	REPORT NO.: 141521			

Attachment: Exhibit A - Riverside Park Bulkhead Replacement 22BG10 (2025-R-7 : Riverside Park Bulkhead Replacement)

B-2



NOTES:

▼	Measured Groundwater Level 24 (+) Hours Subsequent to Time of Drilling
(SP)	Unified Soil Classification System
EOB	End of Boring
N	Penetr. Resistance, Blows/ft.
HA	Hand Auger Method
WOH	Weight of Hammer
Kv	Coefficient of Permeability, (ft/day)
-200	% Passing No. 200 Sieve
MC	% Moisture Content

Fine SAND (SP)

Fine SAND with some to many SHELL fragments (SP)

SHELL

Fine SAND with SILT (SP-SM)

Topsoil (PT) ... some to many ORGANICS (PT), sometimes DEBRIS

WATER

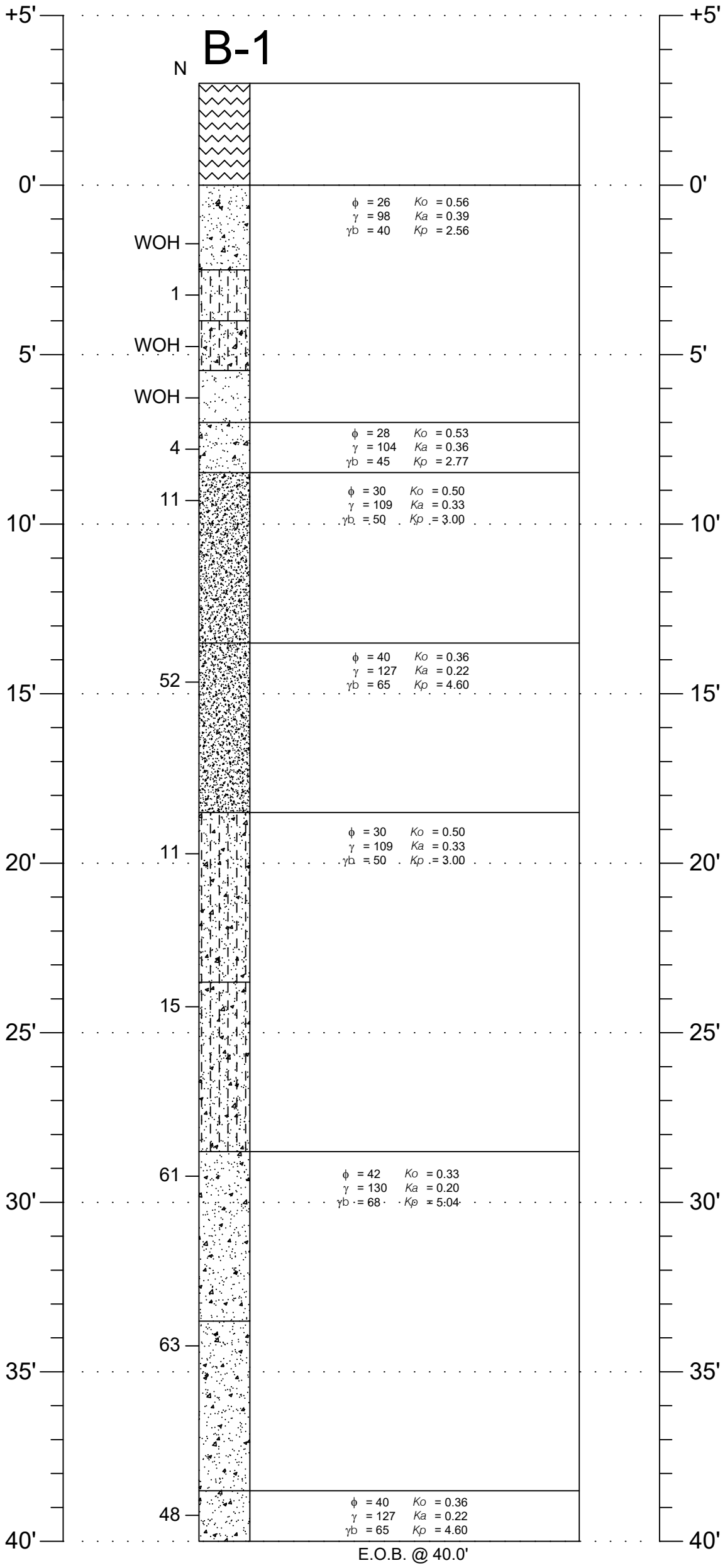
UNIVERSAL ENGINEERING SCIENCES

PROJECT:
GEOTECHNICAL EVALUATION
RIVERSIDE PARK BULKHEAD
RIVERSIDE DRIVE
HOLLY HILL, FLORIDA

TITLE:
SUBSURFACE PROFILES

DRAWN BY:	MKL	DATE:	06/13/23	PROJECT NO.:	0430.2300051.0000	SCALE: NA (in feet)	PAGE/FIG. NO.: A-3
CHECKED BY:	BP	DATE:	06/13/23	REPORT NO.:	141521		

Attachment: Exhibit A - Riverside Park Bulkhead Replacement 22BG10 (2025-R-7 : Riverside Park Bulkhead Replacement)



ϕ = Angle of Internal Friction (degrees)
γ = Effective Unit Weight (PCF)
γb = Unit Weight Below Water Table (PCF)
Ka = Coefficient of Active Lateral Earth Pressure
Kp = Coefficient of Passive Lateral Earth Pressure
Ko = Coefficient at Rest Lateral Earth Pressure
C = Cohesion (psf)

NOTES:

▼	Measured Groundwater Level 24 (+) Hours Subsequent to Time of Drilling
(SP)	Unified Soil Classification System
EOB	End of Boring
N	Penetr. Resistance, Blows/ft.
HA	Hand Auger Method
WOH	Weight of Hammer
Kv	Coefficient of Permeability, (ft/day)
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MC	% Moisture Content

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Fine SAND with some to many SHELL fragments (SP)

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Fine SAND with SILT (SP-SM)

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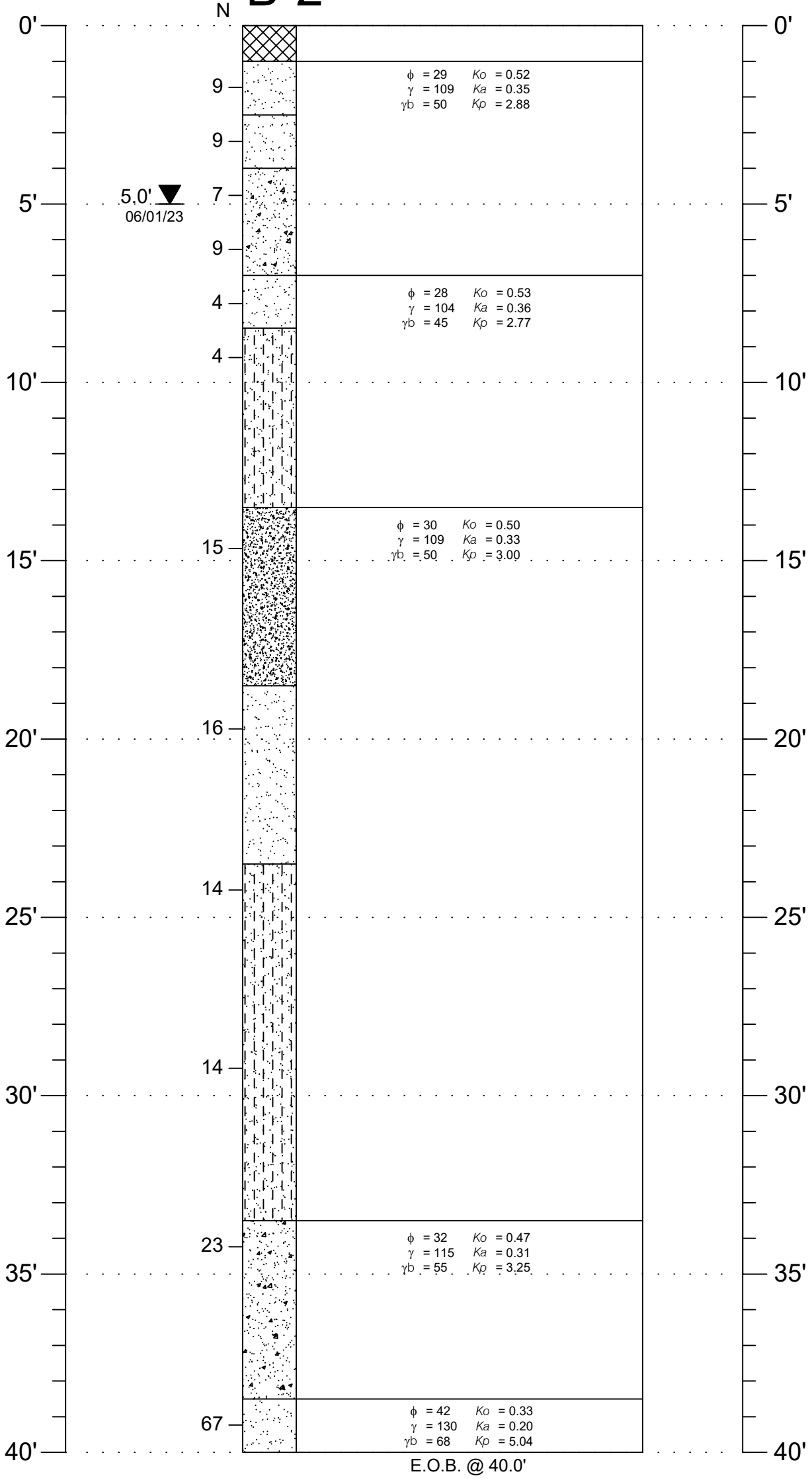
WATER

UNIVERSAL ENGINEERING SCIENCES

PROJECT: GEOTECHNICAL EVALUATION RIVERSIDE PARK BULKHEAD RIVERSIDE DRIVE HOLLY HILL, FLORIDA				TITLE: SOIL DESIGN PARAMETERS	
DRAWN BY: MKL	DATE: 06/13/23	PROJECT NO.: 0430.2300051.0000		SCALE: NA (in feet)	PAGE/FIG. NO.: A-4
CHECKED BY: BP	DATE: 06/13/23	REPORT NO.: 141521			

Attachment: Exhibit A - Riverside Park Bulkhead Replacement 22BG10 (2025-R-7 : Riverside Park Bulkhead Replacement)

B-2



ϕ = Angle of Internal Friction (degrees)
γ = Effective Unit Weight (PCF)
γb = Unit Weight Below Water Table (PCF)
Ka = Coefficient of Active Lateral Earth Pressure
Kp = Coefficient of Passive Lateral Earth Pressure
Ko = Coefficient at Rest Lateral Earth Pressure
C = Cohesion (psf)

NOTES:

▼	Measured Groundwater Level 24 (+) Hours Subsequent to Time of Drilling
(SP)	Unified Soil Classification System
EOB	End of Boring
N	Penetr. Resistance, Blows/ft.
HA	Hand Auger Method
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WATER

UNIVERSAL ENGINEERING SCIENCES

PROJECT:
GEOTECHNICAL EVALUATION
RIVERSIDE PARK BULKHEAD
RIVERSIDE DRIVE
HOLLY HILL, FLORIDA

TITLE:
SOIL DESIGN PARAMETERS

DRAWN BY:	MKL	DATE:	06/13/23	PROJECT NO.:	0430.2300051.0000	SCALE: NA (in feet)	PAGE/FIG. NO.: A-5
CHECKED BY:	BP	DATE:	06/13/23	REPORT NO.:	141521		

Attachment: Exhibit A - Riverside Park Bulkhead Replacement 22BG10 (2025-R-7 : Riverside Park Bulkhead Replacement)

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KEY TO BORING LOGS

SYMBOLS

SYMBOL	DESCRIPTION
N	No. of blows of a 140-lb weight falling 30 inches required to drive standard spoon 1 foot.
WOR	Weight of Drill Rods
WOH	Weight of Drill Rods and Hammer
% REC	Percent Core Recovery from Rock Core Drilling
RQD	Rock Quality Designation
EOB	End Of Boring
BT	Boring Terminated
-200	Fines Content or % Passing NO. 200 Sieve
MC	Moisture Content
LL	Liquid Limit
PI	Plasticity Index
K	Coefficient of Permeability
O.C.	Organic Content
▽	Estimated seasonal high groundwater level
▼	Measured groundwater level at time of drilling

UNIFIED CLASSIFICATION SYSTEM

MAJOR DIVISIONS			GROUP SYMBOLS	TYPICAL NAMES
COARSE-GRAINED SOILS More than 50% retained on No. 200 sieve*	GRAVELS 50% or more of coarse fraction retained on No. 4 sieve	CLEAN GRAVELS	GW	Well-graded gravels and gravel-sand mixtures, little or no fines
			GP	Well-graded gravels and gravel-sand mixtures, little or no fines
		GRAVELS WITH FINES	GM	Silty gravels, gravel-sand-silt mixtures
			GC	Clayey gravels, gravel-sand-clay mixtures
	SANDS More than 50% of coarse fraction passes No. 4 sieve	CLEAN SANDS	SW**	Well-graded sands and gravelly sands, little or no fines
			SP**	Well-graded sands and gravelly sands, little or no fines
		SANDS WITH FINES	SM**	Silty sands, sand-silt mixtures
			SC**	Clayey sands, sand-clay mixtures
FINE-GRAINED SOILS 50% or more passes No. 200 sieve*	SILTS AND CLAYS Liquid limit 50% or less		ML	Inorganic silts, very fine sands, rock flour, silty or clayey fine sands
			CL	Inorganic clays of low to medium plasticity, gravelly clays, sandy clays, silty clays, lean clays
			OL	Organic silts and organic silty clays of low plasticity
	SILTS AND CLAYS Liquid limit greater than 50%		MH	Inorganic silts, micaceous or diatomaceous fine sands or silts, elastic silts
			CH	Organic clays or high plasticity, fat clays
			OH	Organic clays of medium to high plasticity
			PT	Peat, muck and other highly organic soils

* Based on the material passing the 3-in. (75 mm) sieve.
** Use dual symbol (such as, SP-SM and SP-SC) for soil with more than 5% but less than 12% passing through No. 200 sieve.

RELATIVE DENSITY
(sand-silt)

Very Loose - Less Than 4 Blows/Ft.
Loose - 4 to 10 Blows/Ft.
Medium - 11 to 30 Blows/Ft.
Dense - 31 to 50 Blows/Ft.
Very Dense - More Than 50 Blows/Ft.

CONSISTENCY
(clay)

Very Soft - Less than 2 Blows/Ft.
Soft - 2 to 4 Blows/Ft.
Medium - 5 to 8 Blows/Ft.
Stiff - 9 to 15 Blows/Ft.
Very Stiff - 16 to 30 Blows/Ft.
Hard - More Than 30 Blows/Ft.

RELATIVE HARDNESS
(Limestone)

Soft - 100 Blows for more than 2"
Hard - 100 Blows for less than 2"

MODIFIERS

These modifiers provide our estimate of the amount of minor constituents (SILT or CLAY sized particles) in the soil sample.
Trace - 5% or less
With SILT or with CLAY - 6% to 11%
SILTY or CLAYEY - 12% to 30%
Very SILTY or Very CLAYEY - 31% to 50%

These modifiers provide our estimate of the amount of organic components in the soil sample.
Trace - 1% to 2%
Few - 3% to 4%
Some - 5% to 8%
Many - Greater than 8%

These modifiers provide our estimate of the amount of other components (Shell, Gravel, Etc.) in the soil sample
Trace - 5% or less
Few - 6% to 12%
Some - 13% to 30%
Many - 31% to 50%

Attachment: Exhibit A - Riverside Park Bulkhead Replacement 22BG10 (2025-R-7 : Riverside Park Bulkhead Replacement)

APPENDIX B

LABORATORY TESTING PROCEDURES

Attachment: Exhibit A - Riverside Park Bulkhead Replacement 22BG10 (2025-R-7 : Riverside Park Bulkhead Replacement)

DESCRIPTION OF LABORATORY TESTING PROCEDURES

LABORATORY PERMEABILITY TEST

The laboratory permeability test is a Falling Head Test that is performed on soil samples recovered from this site. The data recovered from this test are used to calculate Darcy's Coefficient of Permeability (k) of the soil.

WASH 200 TEST

The Wash 200 test is performed by passing a representative soil sample over a No. 200 sieve and rinsing with water. The percentage of the soil grains passing this sieve is then calculated.

ORGANIC CONTENT TESTS

The organic content test is performed by weighing a sample before and after placing in a high temperature oven which burns the organic material in the sample. The percent of organic material by weight is then calculated.

MOISTURE CONTENT DETERMINATION ASTM D-2216

Moisture content is the ratio of the weight of water to the dry weight of soil. Moisture content is measured by drying a sample at 105 degrees Celsius. The moisture content is expressed as a percent of the oven dried soil mass.

ATTERBERG LIMITS

The Atterberg Limits consist of the Liquid Limit (LL) and the Plastic Limit (PL). The LL and PL were determined in general accordance with the latest revision of ASTM D-4318. The LL is the water content of the material denoting the boundary between the liquid and plastic states. The PL is the water content denoting the boundary between the plastic and semi-solid states. The Plasticity Index (PI) is the range of water content over which a soil behaves plastically and is denoted numerically by as the difference between the LL and the PL. The water content of the sample tested was determined in general accordance with the latest revision of ASTM D-2216. The water content is defined as the ratio of "pore" or "free" water in a given mass of material to the mass of solid material particles.

CONSOLIDATION TESTING

A single selected portion of the undisturbed sample was extruded from the 3-inch diameter sample tube for consolidation testing. The selected sample was trimmed and confined into a stainless steel disc having a diameter of 2.5 inches and a height of 1 inch. The disc was then "sandwiched" between 2 porous stones, saturated and subjected to incrementally increasing loads. The resulting deformation of the sample within the steel disc was measured using a micrometer gauge.

Attachment: Exhibit A - Riverside Park Bulkhead Replacement 22BG10 (2025-R-7 : Riverside Park Bulkhead Replacement)

APPENDIX C

GENERAL CONDITIONS
CONSTRAINTS AND RESTRICTIONS AND
IMPORTANT INFORMATION ABOUT YOUR
GEOTECHNICAL ENGINEERING REPORT

Attachment: Exhibit A - Riverside Park Bulkhead Replacement 22BG10 (2025-R-7 : Riverside Park Bulkhead Replacement)

Universal Engineering Sciences, LLC
GENERAL CONDITIONS

SECTION 1: RESPONSIBILITIES 1.1 *Universal Engineering Sciences, LLC*, and its subsidiaries and affiliated companies ("UES"), is responsible for provid the services described under the Scope of Services. The term "UES" as used herein includes all of UES's agents, employees, professional staff, a subcontractors. **1.2** The Client or a duly authorized representative is responsible for providing UES with a clear understanding of the project nature and sco The Client shall supply UES with sufficient and adequate information, including, but not limited to, maps, site plans, reports, surveys, plans and specifications, a designs, to allow UES to properly complete the specified services. The Client shall also communicate changes in the nature and scope of the project as soon possible during performance of the work so that the changes can be incorporated into the work product. **1.3** The Client acknowledges that UES's responsibilit in providing the services described under the Scope of Services section is limited to those services described therein, and the Client hereby assumes any collate or affiliated duties necessitated by or for those services. Such duties may include, but are not limited to, reporting requirements imposed by any third party su as federal, state, or local entities, the provision of any required notices to any third party, or the securing of necessary permits or permissions from any third part required for UES's provision of the services so described, unless otherwise agreed upon by both parties in writing.

SECTION 2: STANDARD OF CARE 2.1 Services performed by UES under this Agreement will be conducted in a manner consistent with the level of care a skill ordinarily exercised by members of UES's profession practicing contemporaneously under similar conditions in the locality of the project. No other warrar express or implied, is made. **2.2** Execution of this document by UES is not a representation that UES has visited the site, become generally familiar with lo conditions under which the work is to be performed, or correlated personal observations with the requirements of the Scope of Services. It is the Clier responsibility to provide UES with all information necessary for UES to provide the services described under the Scope of Services, and the Client assumes liability for information not provided to UES that may affect the quality or sufficiency of the services so described.

SECTION 3: SITE ACCESS AND SITE CONDITIONS 3.1 Client will grant or obtain free access to the site for all equipment and personnel necessary for UES perform the work set forth in this Agreement. The Client will notify any possessors of the project site that Client has granted UES free access to the site. UES take reasonable precautions to minimize damage to the site, but it is understood by Client that, in the normal course of work, some damage may occur, and correction of such damage is not part of this Agreement unless so specified in the Scope of Services. **3.2** The Client is responsible for the accuracy of locatic for all subterranean structures and utilities. UES will take reasonable precautions to avoid known subterranean structures, and the Client waives any claim agai UES, and agrees to defend, indemnify, and hold UES harmless from any claim or liability for injury or loss, including costs of defense, arising from damage dc to subterranean structures and utilities not identified or accurately located. In addition, Client agrees to compensate UES for any time spent or expenses incur by UES in defense of any such claim with compensation to be based upon UES's prevailing fee schedule and expense reimbursement policy.

SECTION 4: BILLING AND PAYMENT 4.1 UES will submit invoices to Client monthly or upon completion of services. Invoices will show charges for differ personnel and expense classifications. **4.2** Payment is due 30 days after presentation of invoice and is past due 31 days from invoice date. Client agrees to pa finance charge of one and one-half percent (1 ½ %) per month, or the maximum rate allowed by law, on past due accounts. **4.3** If UES incurs any expenses collect overdue billings on invoices, the sums paid by UES for reasonable attorneys' fees, court costs, UES's time, UES's expenses, and interest will be due a owing by the Client.

SECTION 5: OWNERSHIP AND USE OF DOCUMENTS 5.1 All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates, and ot documents prepared by UES, as instruments of service, shall remain the property of UES. Neither Client nor any other entity shall change or modify UE instruments of service. **5.2** Client agrees that all reports and other work furnished to the Client or his agents, which are not paid for, will be returned upon dema and will not be used by the Client for any purpose. **5.3** UES will retain all pertinent records relating to the services performed for a period of five years follow submission of the report or completion of the Scope of Services, during which period the records will be made available to the Client in a reasonable time a manner. **5.4** All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates, and other documents prepared by UES, are prepared the sole and exclusive use of Client, and may not be given to any other entity, or used or relied upon by any other entity, without the express written consen UES. Client is the only entity to which UES owes any duty or duties, in contract or tort, pursuant to or under this Agreement.

SECTION 6: DISCOVERY OF UNANTICIPATED HAZARDOUS MATERIALS 6.1 Client represents that a reasonable effort has been made to inform UES known or suspected hazardous materials on or near the project site. **6.2** Under this agreement, the term hazardous materia hazardous wastes, hazardous substances (40 CFR 261.31, 261.32, 261.33), petroleum products, polychlorinated biphenyls, asbestos, and any other mate defined by the U.S. EPA as a hazardous material. **6.3** Hazardous materials may exist at a site where there is no reason to believe they are present. The discov of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work. The discovery of unanticipated hazardc materials may make it necessary for UES to take immediate measures to protect health and safety. Client agrees to compensate UES for any equipm decontamination or other costs incident to the discovery of unanticipated hazardous materials. **6.4** UES will notify Client when unanticipated hazardous materi or suspected hazardous materials are encountered. Client will make any disclosures required by law to the appropriate governing agencies. Client will hold U harmless for all consequences of disclosures made by UES which are required by governing law. In the event the project site is not owned by Client, Client i the Client's responsibility to inform the property owner of the discovery of unanticipated hazardous materials or suspected hazardous materials. **6.5** Notwithstand any other provision of the Agreement, Client waives any claim against UES, and to the maximum extent permitted by law, agrees to defend, indemnify, and sa UES harmless from any claim, liability, and/or defense costs for injury or loss arising from UES's discovery of unanticipated hazardous materials or suspec hazardous materials including any costs created by delay of the project and any cost associated with possible reduction of the property's value. Client will responsible for ultimate disposal of any samples secured by UES which are found to be contaminated.

SECTION 7: RISK ALLOCATION 7.1 Client agrees that UES's liability for any damage on account of any breach of contract, error, omission, or professio negligence will be limited to a sum not to exceed $50,000 or UES's fee, whichever is greater. If Client prefers to have higher limits on contractual or professio liability, UES agrees to increase the limits up to a maximum of $1,000,000.00 upon Client's written request at the time of accepting UES's proposal provided t Client agrees to pay an additional consideration of four percent of the total fee, or $400.00, whichever is greater. If Client prefers a $2,000,000.00 limit on contract or professional liability, UES agrees to increase the limits up to a maximum of $2,000,000.00 upon Client's written request at the time of accepting UES's propo provided that Client agrees to pay an additional consideration of four percent of the total fee, or $800.00, whichever is greater. The additional charge for the hig liability limits is because of the greater risk assumed and is not strictly a charge for additional professional liability insurance. **7.2** Client shall not be liable to U and UES shall not be liable to Client for any incidental, special, or consequential damages (including lost profits, loss of use, and lost savings) incurred by eit party due to the fault of the other, regardless of the nature of the fault, or whether it was committed by Client or UES, their employees, agents, or subcontracto or whether such liability arises in breach of contract or warranty, tort (including negligence), statutory, or any other cause of action. **7.3** As used in t Agreement, the terms "claim" or "claims" mean any claim in contract, tort, or statute alleging negligence, errors, omissions, strict liability, statutory liability, brea of contract, breach of warranty, negligent misrepresentation, or any other act giving rise to liability.

SECTION 8: INSURANCE 8.1 UES represents it and its agents, staff and consultants employed by UES, is and are protected by worker's compensation insurar and that UES has such coverage under public liability and property damage insurance policies which UES deems to be adequate. Certificates for all such polic of insurance shall be provided to Client upon request in writing. Within the limits and conditions of such insurance, UES agrees to indemnify and save Cli harmless from and against loss, damage, or liability arising from negligent acts by UES, its agents, staff, and consultants employed by it. UES shall not responsible for any loss, damage or liability beyond the amounts, limits, and conditions of such insurance or the limits described in Section 7, whichever is less.

Attachment: Exhibit A - Riverside Park Bulkhead Replacement 22BG10 (2025-R-7 : Riverside Park Bulkhead Replacement)

The Client agrees to defend, indemnify, and save UES harmless for loss, damage or liability arising from acts by Client, Client's agents, staff, and others employed by Client. **8.2** Under no circumstances will UES indemnify Client from or for Client's own actions, negligence, or breaches of contract. **8.3** To the extent damages are covered by property insurance, Client and UES waive all rights against each other and against the contractors, consultants, agents, and employees of other for damages, except such rights as they may have to the proceeds of such insurance.

SECTION 9: DISPUTE RESOLUTION **9.1** All claims, disputes, and other matters in controversy between UES and Client arising out of or in any way relatec this Agreement will be submitted to mediation or non-binding arbitration, before and as a condition precedent to other remedies provided by law. **9.2** If a disp arises and that dispute is not resolved by mediation or non-binding arbitration, then: (a) the claim will be brought in the state or federal courts having jurisdict where the UES office which provided the service is located; and (b) the prevailing party will be entitled to recovery of all reasonable costs incurred, including s time, court costs, attorneys' fees, expert witness fees, and other claim related expenses.

SECTION 10: TERMINATION **10.1** This agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure by other party to perform in accordance with the terms hereof, or in the case of a force majeure event such as terrorism, act of war, public health or other emergen Such termination shall not be effective if such substantial failure or force majeure has been remedied before expiration of the period specified in the written noti In the event of termination, UES shall be paid for services performed to the termination notice date plus reasonable termination expenses. **10.2** In the event termination, or suspension for more than three (3) months, prior to completion of all reports contemplated by the Agreement, UES may complete such analys and records as are necessary to complete its files and may also complete a report on the services performed to the date of notice of termination or suspensi The expense of termination or suspension shall include all direct costs of UES in completing such analyses, records, and reports.

SECTION 11: REVIEWS, INSPECTIONS, TESTING, AND OBSERVATIONS **11.1** Plan review, private provider inspections, and building inspections ar performed for the purpose of observing compliance with applicable building codes. Threshold inspections are performed for the purpose of observing compliance with an approved threshold inspection plan. Construction materials testing ("CMT") is performed to document compliance of certain materials or component with applicable testing standards. UES's performance of plan reviews, private provider inspections, building inspections, threshold inspections, or CMT, or UES presence on the site of Client's project while performing any of the foregoing activities, is not a representation or warranty by UES that Client's project is free errors in either design or construction. **11.2** If UES is retained to provide construction monitoring or observation, UES will report to Client any observed wor which, in UES's opinion, does not conform to the plans and specifications provided to UES. UES shall have no authority to reject or terminate the work of ar agent or contractor of Client. No action, statements, or communications of UES, or UES's site representative, can be construed as modifying any agreemer between Client and others. UES's performance of construction monitoring or observation is not a representation or warranty by UES that Client's project is fre of errors in either design or construction. **11.3** Neither the activities of UES pursuant to this Agreement, nor the presence of UES or its employees, representatives or subcontractors on the project site, shall be construed to impose upon UES any responsibility for means or methods of work performance, superintendenc sequencing of construction, or safety conditions at the project site. Client acknowledges that Client or its contractor is solely responsible for project jobsite safet **11.4** Client is responsible for scheduling all inspections and CMT activities of UES. All testing and inspection services will be performed on a will-call basis. UE will not be responsible for tests and inspections that are not performed due to Client's failure to schedule UES's services on the project, or for any claims damages arising from tests and inspections that are not scheduled or performed.

SECTION 12: ENVIRONMENTAL ASSESSMENTS Client acknowledges that an Environmental Site Assessment ("ESA") is conducted solely to permit UES render a professional opinion about the likelihood or extent of regulated contaminants being present on, in, or beneath the site in question at the time service were conducted. No matter how thorough an ESA study may be, findings derived from the study are limited and UES cannot know or state for a fact that a sit is unaffected by reportable quantities of regulated contaminants as a result of conducting the ESA study. Even if UES states that reportable quantities of regulate contaminants are not present, Client still bears the risk that such contaminants may be present or may migrate to the site after the ESA study is complete.

SECTION 13: SUBSURFACE EXPLORATIONS **13.1** Client acknowledges that subsurface conditions may vary from those observed at locations where borin surveys, samples, or other explorations are made, and that site conditions may change with time. Data, interpretations, and recommendations by UES will based solely on information available to UES at the time of service. UES is responsible for those data, interpretations, and recommendations, but will not responsible for other parties' interpretations or use of the information developed or provided by UES. **13.2** Subsurface explorations may result in unavoida cross-contamination of certain subsurface areas, as when a probe or boring device moves through a contaminated zone and links it to an aquifer, undergrou stream, or other hydrous body not previously contaminated. UES is unable to eliminate totally cross-contamination risk despite use of due care. Since subsurfa explorations may be an essential element of UES's services indicated herein, Client shall, to the fullest extent permitted by law, waive any claim against UES, a indemnify, defend, and hold UES harmless from any claim or liability for injury or loss arising from cross-contamination allegedly caused by UES's subsurfa explorations. In addition, Client agrees to compensate UES for any time spent or expenses incurred by UES in defense of any such claim with compensation be based upon UES's prevailing fee schedule and expense reimbursement policy.

SECTION 14: SOLICITATION OF EMPLOYEES Client agrees not to hire UES's employees except through UES. In the event Client hires a UES employe within one year following any project through which Client had contact with said employee, Client shall pay UES an amount equal to one-half of the employee annualized salary, as liquidated damages, without UES waiving other remedies it may have.

SECTION 15: ASSIGNS Neither Client nor UES may delegate, assign, sublet, or transfer its duties or interest in this Agreement without the written consent of other party.

SECTION 16: GOVERNING LAW AND SURVIVAL **16.1** This Agreement shall be governed by and construed in accordance with the laws of the jurisdictior which the UES office performing the services hereunder is located. **16.2** In any of the provisions of this Agreement are held illegal, invalid, or unenforceable, enforceability of the remaining provisions will not be impaired and will survive. Limitations of liability and indemnities will survive termination of this agreement any cause.

SECTION 17: INTEGRATION CLAUSE **17.1** This Agreement represents and contains the entire and only agreement and understanding among the parties w respect to the subject matter of this Agreement, and supersedes any and all prior and contemporaneous oral and written agreements, understandin representations, inducements, promises, warranties, and conditions among the parties. No agreement, understanding, representation, inducement, promi warranty, or condition of any kind with respect to the subject matter of this Agreement shall be relied upon by the parties unless expressly incorporated here **17.2** This Agreement may not be amended or modified except by an agreement in writing signed by the party against whom the enforcement of any modificat or amendment is sought.

SECTION 18: WAIVER OF JURY TRIAL Both Client and UES waive trial by jury in any action arising out of or related to this Agreement.

SECTION 19: INDIVIDUAL LIABILTY PURSUANT TO FLORIDA STAT. 558.0035, AN INDIVIDUAL EMPLOYEE OR AGENT OF UES MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

UES DOCS No. 1823094 Revised 12/04/2020

Attachment: Exhibit A - Riverside Park Bulkhead Replacement 22BG10 (2025-R-7 : Riverside Park Bulkhead Replacement)

CONSTRAINTS AND RESTRICTIONS

WARRANTY
Universal Engineering Sciences has prepared this report for our client for his exclusive use, in accordance with generally accepted soil and foundation engineering practices, and makes no other warranty either expressed or implied as to the professional advice provided in the report.

UNANTICIPATED SOIL CONDITIONS
The analysis and recommendations submitted in this report are based upon the data obtained from soil borings performed at the locations indicated on the Boring Location Plan. This report does not reflect any variations which may occur between these borings.

The nature and extent of variations between borings may not become known until excavation begins. If variations appear, we may have to re-evaluate our recommendations after performing on-site observations and noting the characteristics of any variations.

CHANGED CONDITIONS
We recommend that the specifications for the project require that the contractor immediately notify Universal Engineering Sciences, as well as the owner, when subsurface conditions are encountered that are different from those present in this report.

No claim by the contractor for any conditions differing from those anticipated in the plans, specifications, and those found in this report, should be allowed unless the contractor notifies the owner and Universal Engineering Sciences of such changed conditions. Further, we recommend that all foundation work and site improvements be observed by a representative of Universal Engineering Sciences to monitor field conditions and changes, to verify design assumptions and to evaluate and recommend any appropriate modifications to this report.

MISINTERPRETATION OF SOIL ENGINEERING REPORT
Universal Engineering Sciences is responsible for the conclusions and opinions contained within this report based upon the data relating only to the specific project and location discussed herein. If the conclusions or recommendations based upon the data presented are made by others, those conclusions or recommendations are not the responsibility of Universal Engineering Sciences.

CHANGED STRUCTURE OR LOCATION
This report was prepared in order to aid in the evaluation of this project and to assist the architect or engineer in the design of this project. If any changes in the design or location of the structure as outlined in this report are planned, or if any structures are included or added that are not discussed in the report, the conclusions and recommendations contained in this report shall not be considered valid unless the changes are reviewed and the conclusions modified or approved by Universal Engineering Sciences.

USE OF REPORT BY BIDDERS
Bidders who are examining the report prior to submission of a bid are cautioned that this report was prepared as an aid to the designers of the project and it may affect actual construction operations.

Bidders are urged to make their own soil borings, test pits, test caissons or other investigations to determine those conditions that may affect construction operations. Universal Engineering Sciences cannot be responsible for any interpretations made from this report or the attached boring logs with regard to their adequacy in reflecting subsurface conditions which will affect construction operations.

STRATA CHANGES
Strata changes are indicated by a definite line on the boring logs which accompany this report. However, the actual change in the ground may be more gradual. Where changes occur between soil samples, the location of the change must necessarily be estimated using all available information and may not be shown at the exact depth.

OBSERVATIONS DURING DRILLING
Attempts are made to detect and/or identify occurrences during drilling and sampling, such as: water level, boulders, zones of lost circulation, relative ease or resistance to drilling progress, unusual sample recovery, variation of driving resistance, obstructions, etc.; however, lack of mention does not preclude their presence.

WATER LEVELS
Water level readings have been made in the drill holes during drilling and they indicate normally occurring conditions. Water levels may not have been stabilized at the last reading. This data has been reviewed and interpretations made in this report. However, it must be noted that fluctuations in the level of the groundwater may occur due to variations in rainfall, temperature, tides, and other factors not evident at the time measurements were made and reported. Since the probability of such variations is anticipated, design drawings and specifications should accommodate such possibilities and construction planning should be based upon such assumptions of variations.

LOCATION OF BURIED OBJECTS
All users of this report are cautioned that there was no requirement for Universal Engineering Sciences to attempt to locate any man-made buried objects during the course of this exploration and that no attempt was made by Universal Engineering Sciences to locate any such buried objects. Universal Engineering Sciences cannot be responsible for any buried man-made objects which are subsequently encountered during construction that are not discussed within the text of this report.

TIME
This report reflects the soil conditions at the time of investigation. If the report is not used in a reasonable amount of time, significant changes to the site may occur and additional reviews may be required.

Attachment: Exhibit A - Riverside Park Bulkhead Replacement 22BG10 (2025-R-7 : Riverside Park Bulkhead Replacement)

Important Information about This

Geotechnical-Engineering Report

Subsurface problems are a principal cause of construction delays, cost overruns, claims, and disputes.

While you cannot eliminate all such risks, you can manage them. The following information is provided to help.

Geotechnical Services Are Performed for Specific Purposes, Persons, and Projects

Geotechnical engineers structure their services to meet the specific needs of their clients. A geotechnical-engineering study conducted for a civil engineer may not fulfill the needs of a constructor — a construction contractor — or even another civil engineer. Because each geotechnical- engineering study is unique, each geotechnical-engineering report is unique, prepared *solely* for the client. No one except you should rely on this geotechnical-engineering report without first conferring with the geotechnical engineer who prepared it. *And no one — not even you* — should apply this report for any purpose or project except the one originally contemplated.

Read the Full Report

Serious problems have occurred because those relying on a geotechnical-engineering report did not read it all. Do not rely on an executive summary. Do not read selected elements only.

Geotechnical Engineers Base Each Report on a Unique Set of Project-Specific Factors

Geotechnical engineers consider many unique, project-specific factors when establishing the scope of a study. Typical factors include: the client's goals, objectives, and risk-management preferences; the general nature of the structure involved, its size, and configuration; the location of the structure on the site; and other planned or existing site improvements, such as access roads, parking lots, and underground utilities. Unless the geotechnical engineer who conducted the study specifically indicates otherwise, do not rely on a geotechnical-engineering report that was:

- not prepared for you;
- not prepared for your project;
- not prepared for the specific site explored; or
- completed before important project changes were made.

Typical changes that can erode the reliability of an existing geotechnical-engineering report include those that affect:

- the function of the proposed structure, as when it's changed from a parking garage to an office building, or from a light-industrial plant to a refrigerated warehouse;
- the elevation, configuration, location, orientation, or weight of the proposed structure;
- the composition of the design team; or
- project ownership.

As a general rule, *always* inform your geotechnical engineer of project changes—even minor ones—and request an assessment of their impact. *Geotechnical engineers cannot accept responsibility or liability for problems that occur because their reports do not consider developments of which they were not informed.*

Subsurface Conditions Can Change

A geotechnical-engineering report is based on conditions that existed at the time the geotechnical engineer performed the study. *Do not rely on a geotechnical-engineering report whose adequacy may have been affected by*: the passage of time; man-made events, such as construction on or adjacent to the site; or natural events, such as floods, droughts, earthquakes, or groundwater fluctuations. *Contact the geotechnical engineer before applying this report to determine if it is still reliable.* A minor amount of additional testing or analysis could prevent major problems.

Most Geotechnical Findings Are Professional Opinions

Site exploration identifies subsurface conditions only at those points where subsurface tests are conducted or samples are taken. Geotechnical engineers review field and laboratory data and then apply their professional judgment to render an opinion about subsurface conditions throughout the site. Actual subsurface conditions may differ — sometimes significantly — from those indicated in your report. Retaining the geotechnical engineer who developed your report to provide geotechnical-construction observation is the most effective method of managing the risks associated with unanticipated conditions.

A Report's Recommendations Are Not Final

Do not overrely on the confirmation-dependent recommendations included in your report. *Confirmation-dependent recommendations are not final,* because geotechnical engineers develop them principally from judgment and opinion. Geotechnical engineers can finalize their recommendations *only* by observing actual subsurface conditions revealed during construction. *The geotechnical engineer who developed your report cannot assume responsibility or liability for the report's confirmation-dependent recommendations if that engineer does not perform the geotechnical-construction observation required to confirm the recommendations' applicability.*

A Geotechnical-Engineering Report Is Subject to Misinterpretation

Other design-team members' misinterpretation of geotechnical-engineering reports has resulted in costly

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problems. Confront that risk by having your geotechnical engineer confer with appropriate members of the design team after submitting the report. Also retain your geotechnical engineer to review pertinent elements of the design team's plans and specifications. Constructors can also misinterpret a geotechnical-engineering report. Confront that risk by having your geotechnical engineer participate in prebid and preconstruction conferences, and by providing geotechnical construction observation.

Do Not Redraw the Engineer's Logs

Geotechnical engineers prepare final boring and testing logs based upon their interpretation of field logs and laboratory data. To prevent errors or omissions, the logs included in a geotechnical-engineering report should *never* be redrawn for inclusion in architectural or other design drawings. Only photographic or electronic reproduction is acceptable, *but recognize that separating logs from the report can elevate risk.*

Give Constructors a Complete Report and Guidance

Some owners and design professionals mistakenly believe they can make constructors liable for unanticipated subsurface conditions by limiting what they provide for bid preparation. To help prevent costly problems, give constructors the complete geotechnical-engineering report, *but* preface it with a clearly written letter of transmittal. In that letter, advise constructors that the report was not prepared for purposes of bid development and that the report's accuracy is limited; encourage them to confer with the geotechnical engineer who prepared the report (a modest fee may be required) and/or to conduct additional study to obtain the specific types of information they need or prefer. A prebid conference can also be valuable. *Be sure constructors have sufficient time* to perform additional study. Only then might you be in a position to give constructors the best information available to you, while requiring them to at least share some of the financial responsibilities stemming from unanticipated conditions.

Read Responsibility Provisions Closely

Some clients, design professionals, and constructors fail to recognize that geotechnical engineering is far less exact than other engineering disciplines. This lack of understanding has created unrealistic expectations that have led to disappointments, claims, and disputes. To help reduce the risk of such outcomes, geotechnical engineers commonly include a variety of explanatory provisions in their reports. Sometimes labeled "limitations," many of these provisions indicate where geotechnical engineers' responsibilities begin and end, to help others recognize their own responsibilities and risks. *Read these provisions closely.* Ask questions. Your geotechnical engineer should respond fully and frankly.

Environmental Concerns Are Not Covered

The equipment, techniques, and personnel used to perform an *environmental* study differ significantly from those used to perform a *geotechnical* study. For that reason, a geotechnical-engineering report does not usually relate any environmental findings, conclusions, or recommendations; e.g., about the likelihood of encountering underground storage tanks or regulated contaminants. *Unanticipated environmental problems have led to numerous project failures.* If you have not yet obtained your own environmental information, ask your geotechnical consultant for risk-management guidance. *Do not rely on an environmental report prepared for someone else.*

Obtain Professional Assistance To Deal with Mold

Diverse strategies can be applied during building design, construction, operation, and maintenance to prevent significant amounts of mold from growing on indoor surfaces. To be effective, all such strategies should be devised for the *express purpose* of mold prevention, integrated into a comprehensive plan, and executed with diligent oversight by a professional mold-prevention consultant. Because just a small amount of water or moisture can lead to the development of severe mold infestations, many mold- prevention strategies focus on keeping building surfaces dry. While groundwater, water infiltration, and similar issues may have been addressed as part of the geotechnical- engineering study whose findings are conveyed in this report, the geotechnical engineer in charge of this project is not a mold prevention consultant; *none of the services performed in connection with the geotechnical engineer's study were designed or conducted for the purpose of mold prevention. Proper implementation of the recommendations conveyed in this report will not of itself be sufficient to prevent mold from growing in or on the structure involved.*

Rely, on Your GBC-Member Geotechnical Engineer for Additional Assistance

Membership in the Geotechnical Business Council of the Geoprofessional Business Association exposes geotechnical engineers to a wide array of risk-confrontation techniques that can be of genuine benefit for everyone involved with a construction project. Confer with you GBC-Member geotechnical engineer for more information.

GEOTECHNICAL BUSINESS COUNCIL
of the Geoprofessional Business Association

8811 Colesville Road/Suite G106, Silver Spring, MD 20910
Telephone: 301/565-2733 Facsimile: 301/589-2017
e-mail: info@geoprofessional.org www.geoprofessional.org

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FLORIDA DEPARTMENT OF Environmental Protection

Central District Office
3319 Maguire Blvd.,
Suite 232 Orlando, Florida 32803
DEP_CD@FloridaDEP.gov

Ron DeSantis
Governor

Jeanette Nuñez
Lt. Governor

Shawn Hamilton
Secretary

June 21, 2024

City of Holy Hill/ Steve Juengst
453 LPGA Blvd
Holly Hill, FL 32117
sjuengst@hollyhillfl.org

File No.: 449805-001 County: Volusia

Dear Steve Juengst:

On June 11, 2024**,** we received your request for verification of exemption to perform the following activities:

Replace approximately 200 linear feet of an existing failing bulkhead inside the Halifax River, a class III waterbody. This project is located at 135 Riverside Dr Holly Hill, FL 32117 Section 37, Township 15 South, Range 33 East, Volusia County.

Your request has been reviewed to determine whether it qualifies for (1) regulatory exemption, (2) proprietary authorization (related to state-owned submerged lands), and (3) federal approval that may be necessary for work in wetlands or waters of the United States.

Your project did not qualify for the federal review portion of this verification request. **Additional authorization must be obtained prior to commencement of the proposed activity**. This letter does not relieve you from the responsibility of obtaining other federal, state, or local authorizations that may be required for the activity. Please refer to the specific section(s) dealing with that portion of the review below for advice on how to proceed.

State water quality certification is waived for activities that are exempt under rule 62-330.051, F.A.C.

If you change the project from what you submitted, the authorization(s) granted may no longer be valid at the time of commencement of the project. Please contact us prior to beginning your project if you wish to make any changes.

If you have any questions regarding this matter, please contact Kelvin Jauregui at the letterhead address or at Kelvin.Jauregui@FloridaDEP.gov and 407-897-2924.

Attachment: Exhibit A - Riverside Park Bulkhead Replacement 22BG10 (2025-R-7 : Riverside Park Bulkhead Replacement)

1. Regulatory Review –Verified

Based on the information submitted, the Department has verified that the proposed activity is exempt under Chapter 62-330.051(12), Florida Administrative Code (F.A.C.), and Section 403.813(1)(e), Florida Statues, from the need to obtain a regulatory permit under Part IV of Chapter 373 of the Florida Statutes.
This exemption verification is based on the information you provided the Department and the statutes and rules in effect when the information was submitted. This verification may not be valid if site conditions materially change, the project design is modified, or the statutes or rules governing the exempt activity are amended. In the event you need to re-verify the exempt status for the activity, a new request and verification fee will be required. Any substantial modifications to the project design should be submitted to the Department for review, as changes may result in a permit being required

2. Proprietary Review- Granted

The Department acts as staff to the Board of Trustees of the Internal Improvement Trust Fund (Board of Trustees) and issues certain authorizations for the use of sovereign submerged lands. The Department has the authority to review activities on sovereign submerged lands under Chapters 253 and 258 of the Florida Statutes, and Chapters 18-20 and 18-21 of the Florida Administrative Code.

The activity appears to be located on sovereign submerged lands owned by the Board of Trustees. The activity is not exempt from the need to obtain the applicable proprietary authorization. As staff to the Board of Trustees, the Department has reviewed the activity described above, and has determined that the activity qualifies for a letter of consent under Section 253.77, Florida Statutes, to construct and use the activity on the specified sovereign submerged lands, as long as the work performed is located within the boundaries as described herein and is consistent with the terms and conditions herein.

During the term of this Letter of Consent you shall maintain satisfactory evidence of sufficient upland interest as required by paragraph 18-21.004(3)(b), Florida Administrative Code. If such interest is terminated or the Board of Trustees determines that such interest did not exist on the date of issuance of this Letter of Consent, this Letter of Consent may be terminated by the Board of Trustees at its sole option. If the Board of Trustees terminates this Letter of Consent, you agree not to assert a claim or defense against the Board of Trustees arising out of this Letter of Consent.

Special Consent Conditions

1. The applicant agrees to indemnify, defend and hold harmless the Board of Trustees and the State of Florida from all claims, actions, lawsuits and demands in any form arising out of the authorization to use sovereignty submerged lands or the applicant's use and construction of structures on sovereignty submerged lands. This duty to indemnify and hold harmless will include any and all liabilities that are associated with the structure or activity including special assessments or taxes that are now or in the future assessed against the structure or activity during the period of the authorization.

2. Failure by the Board of Trustees to enforce any violation of a provision of the authorization or waiver by the Board of Trustees of any provision of the authorization will not invalidate the

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provision not enforced or waived, nor will the failure to enforce or a waiver prevent the Board of Trustees from enforcing the unenforced or waived provision in the event of a violation of that provision.

3. Applicant binds itself and its successors and assigns to abide by the provisions and conditions set forth in the authorization. If the applicant or its successors or assigns fails or refuses to comply with the provisions and conditions of the authorization, the authorization may be terminated by the Board of Trustees after written notice to the applicant or its successors or assigns. Upon receipt of such notice, the applicant or its successors or assigns will have thirty (30) days in which to correct the violations. Failure to correct the violations within this period will result in the automatic revocation of this authorization.

4. All costs incurred by the Board of Trustees in enforcing the terms and conditions of the authorization will be paid by the applicant. Any notice required by law will be made by certified mail at the address shown on page one of the authorization. The applicant will notify the Board of Trustees in writing of any change of address at least ten days before the change becomes effective.

5. This authorization does not allow any activity prohibited in a conservation easement or restrictive covenant that prohibits the activity.

General Conditions for Authorizations for Activities

All authorizations granted by rule or in writing under Rule 18-21.005, F.A.C., except those for geophysical testing, shall be subject to the general conditions as set forth in paragraphs (a) through (j) below. The general conditions shall be part of all authorizations under this chapter, shall be binding upon the grantee, and shall be enforceable under Chapter 253 or 258, Part II, F.S.

(a) Authorizations are valid only for the specified activity or use. Any unauthorized deviation from the specified activity or use and the conditions for undertaking that activity or use shall constitute a violation. Violation of the authorization shall result in suspension or revocation of the grantee's use of the sovereignty submerged land unless cured to the satisfaction of the Board.

(b) Authorizations convey no title to sovereignty submerged land or water column, nor do they constitute recognition or acknowledgment of any other person's title to such land or water.

(c) Authorizations may be modified, suspended or revoked in accordance with their terms or the remedies provided in Sections 253.04 and 258.46, F.S., or Chapter 18-14, F.A.C.

(d) Structures or activities shall be constructed and used to avoid or minimize adverse impacts to sovereignty submerged lands and resources.

(e) Construction, use, or operation of the structure or activity shall not adversely affect any species which is endangered, threatened or of special concern, as listed in Rules 68A-27.003, 68A-27.004, and 68A-27.005, F.A.C.

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(f) Structures or activities shall not unreasonably interfere with riparian rights. When a court of competent jurisdiction determines that riparian rights have been unlawfully affected, the structure or activity shall be modified in accordance with the court's decision.

(g) Structures or activities shall not create a navigational hazard.

(h) Activities shall not interfere with the public easement for traditional uses of the sandy beaches provided in section 161.141, F.S.

(i) Structures shall be maintained in a functional condition and shall be repaired or removed if they become dilapidated to such an extent that they are no longer functional. This shall not be construed to prohibit the repair or replacement subject to the provisions of rule 18-21.005, F.A.C., within one year, of a structure damaged in a discrete event such as a storm, flood, accident, or fire.

(j) Structures or activities shall be constructed, operated, and maintained solely for water dependent purposes, or for non-water dependent activities authorized under paragraph 18-21.004(1)(g), F.A.C., or any other applicable law.

3. **Federal Review – SPGP Not Approved**

Your proposed activity as outlined in your application and attached drawings does not qualify for Federal authorization pursuant to the State Programmatic General Permit VI-R1. **SEPARATE permit(s)** or authorization **will be required** from the U.S. Army Corps of Engineers. You must apply separately to the Corps using the Application for Department of the Army Permit (ENG 4345) or alternative as allowed by Corps regulations. More information on Corps permitting may be found online in the Jacksonville District Regulatory Division Sourcebook: (https://www.saj.usace.army.mil/Missions/Regulatory/Source-Book/).

Authority for review - an agreement with the USACOE entitled "Coordination Agreement Between the U. S. Army Corps of Engineers (Jacksonville District) and the Florida Department of Environmental Protection (or Duly Authorized Designee), State Programmatic General Permit", Section 10 of the Rivers and Harbor Act of 1899, and Section 404 of the Clean Water Act.

3.2. Coastal Zone Management Presumed

The U.S. Army Corps of Engineers (Corps) or any designated federal, state or local agency administering general permits on behalf of the Corps under 33 C.F.R. Section 325.2(b)(2) may presume the verified exempt activities are consistent with the permitting Agency's authorities within the FCMP, provided the activity receives any applicable authorization to use and occupy state-owned submerged lands under Chapter 253, F.S., and, as applicable, Chapter 258, F.S.

3.3. Water Quality Certification Waived

This permit also constitutes an e*xpress waiver* of water quality certification under Section 401 of the Clean Water Act, 33 U.S.C. Section 1341. Pursuant to Rule 62-330.062, F.A.C. State Water Quality Certification is waived for activities that are exempt under rule 62-330.051 or 62-330.0511, F.A.C.

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Additional Information

Please retain this letter. The activities may be inspected by authorized state personnel in the future to ensure compliance with appropriate statutes and administrative codes. If the activities are not in compliance, you may be subject to penalties under Chapter 373, F.S., and Chapter 18-14, F.A.C.

NOTICE OF RIGHTS

This action is final and effective on the date filed with the Clerk of the Department unless a petition for an administrative hearing is timely filed under Sections 120.569 and 120.57, F.S., before the deadline for filing a petition. On the filing of a timely and sufficient petition, this action will not be final and effective until further order of the Department. Because the administrative hearing process is designed to formulate final agency action, the hearing process may result in a modification of the agency action or even denial of the application.

Petition for Administrative Hearing

A person whose substantial interests are affected by the Department's action may petition for an administrative proceeding (hearing) under Sections 120.569 and 120.57, F.S. Pursuant to Rules 28-106.201 and 28-106.301, F.A.C., a petition for an administrative hearing must contain the following information:

(a) The name and address of each agency affected and each agency's file or identification number, if known;
(b) The name, address, any e-mail address, any facsimile number, and telephone number of the petitioner, if the petitioner is not represented by an attorney or a qualified representative; the name, address, and telephone number of the petitioner's representative, if any, which shall be the address for service purposes during the course of the proceeding; and an explanation of how the petitioner's substantial interests will be affected by the agency determination;
(c) A statement of when and how the petitioner received notice of the agency decision;
(d) A statement of all disputed issues of material fact. If there are none, the petition must so indicate;
(e) A concise statement of the ultimate facts alleged, including the specific facts that the petitioner contends warrant reversal or modification of the agency's proposed action;
(f) A statement of the specific rules or statutes that the petitioner contends require reversal or modification of the agency's proposed action, including an explanation of how the alleged facts relate to the specific rules or statutes; and
(g) A statement of the relief sought by the petitioner, stating precisely the action that the petitioner wishes the agency to take with respect to the agency's proposed action.

The petition must be filed (received by the Clerk) in the Office of General Counsel of the Department at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399-3000, or via electronic correspondence at Agency_Clerk@dep.state.fl.us. Also, a copy of the petition shall be mailed to the applicant at the address indicated above at the time of filing.

Time Period for Filing a Petition

In accordance with Rule 62-110.106(3), F.A.C., petitions for an administrative hearing by the applicant and persons entitled to written notice under Section 120.60(3), F.S., must be filed within 21 days of

Attachment: Exhibit A - Riverside Park Bulkhead Replacement 22BG10 (2025-R-7 : Riverside Park Bulkhead Replacement)

receipt of this written notice. Petitions filed by any persons other than the applicant, and other than those entitled to written notice under Section 120.60(3), F.S., must be filed within 21 days of publication of the notice or within 21 days of receipt of the written notice, whichever occurs first. You cannot justifiably rely on the finality of this decision unless notice of this decision and the right of substantially affected persons to challenge this decision has been duly published or otherwise provided to all persons substantially affected by the decision. While you are not required to publish notice of this action, you may elect to do so pursuant Rule 62-110.106(10)(a).

The failure to file a petition within the appropriate time period shall constitute a waiver of that person's right to request an administrative determination (hearing) under Sections 120.569 and 120.57, F.S., or to intervene in this proceeding and participate as a party to it. Any subsequent intervention (in a proceeding initiated by another party) will be only at the discretion of the presiding officer upon the filing of a motion in compliance with Rule 28-106.205, F.A.C. If you do not publish notice of this action, this waiver will not apply to persons who have not received written notice of this action.

Extension of Time

Under Rule 62-110.106(4), F.A.C., a person whose substantial interests are affected by the Department's action may also request an extension of time to file a petition for an administrative hearing. The Department may, for good cause shown, grant the request for an extension of time. Requests for extension of time must be filed with the Office of General Counsel of the Department at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399-3000, or via electronic correspondence at Agency_Clerk@dep.state.fl.us, before the deadline for filing a petition for an administrative hearing. A timely request for extension of time shall toll the running of the time period for filing a petition until the request is acted upon.

Mediation

Mediation is not available in this proceeding.

FLAWAC Review

The applicant, or any party within the meaning of Section 373.114(1)(a) or 373.4275, F.S., may also seek appellate review of this order before the Land and Water Adjudicatory Commission under Section 373.114(1) or 373.4275, F.S. Requests for review before the Land and Water Adjudicatory Commission must be filed with the Secretary of the Commission and served on the Department within 20 days from the date when this order is filed with the Clerk of the Department.

Judicial Review

Once this decision becomes final, any party to this action has the right to seek judicial review pursuant to Section 120.68, F.S., by filing a Notice of Appeal pursuant to Florida Rules of Appellate Procedure 9.110 and 9.190 with the Clerk of the Department in the Office of General Counsel (Station #35, 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000) and by filing a copy of the Notice of Appeal accompanied by the applicable filing fees with the appropriate district court of appeal. The notice must be filed within 30 days from the date this action is filed with the Clerk of the Department.

Attachment: Exhibit A - Riverside Park Bulkhead Replacement 22BG10 (2025-R-7 : Riverside Park Bulkhead Replacement)

EXECUTION AND CLERKING
Executed in Orange County, Florida.
STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION



Jason Seyfert
Environmental Administrator
Permitting and Waste Cleanup Program

Enclosures:
Exempt Activities - Construction, Replacement, Restoration, Enhancement, and Repair of Seawall, Riprap, and Other Shoreline Stabilization, Chapter 62-330.051(12), F.A.C.
Project drawings, 11 pages

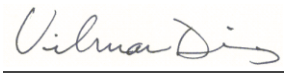
CERTIFICATE OF SERVICE

The undersigned duly designated deputy clerk hereby certifies that this document and all attachments were sent on the filing date below to the following listed persons:

Volusia County, enviropermit@volusia.org
Kelvin Jauregui, FDEP, Kelvin.Jauregui@FloridaDEP.gov
Natalie Tejada, Agent, ntejada@dmces.com

FILING AND ACKNOWLEDGMENT

FILED, on this date, pursuant to Section 120.52, F. S., with the designated Department Clerk, receipt of which is hereby acknowledged.



Clerk June 21, 2024 **Date**

Attachment: Exhibit A - Riverside Park Bulkhead Replacement 22BG10 (2025-R-7 : Riverside Park Bulkhead Replacement)

62-330.051 (12) **Construction, Replacement, Restoration, Enhancement, and Repair of Seawall, Riprap, and Other Shoreline Stabilization** –

(a) Construction, replacement, and repair of seawalls or riprap in artificially created waterways under section 403.813(1)(i), F.S., and within residential canal systems legally in existence under chapter 403 or part IV of chapter 373, F.S, including only that backfilling needed to level the land behind seawalls or riprap.

(b) The restoration of a seawall or riprap under section 403.813(1)(e), F.S., where:

1. The seawall or riprap has been damaged or destroyed within the last year by a discrete event, such as a storm, flood, accident, or fire or where the seawall or riprap restoration or repair involves only minimal backfilling to level the land directly associated with the restoration or repair and does not involve land reclamation as the primary project purpose. See section 3.2.4 of Volume I for factors used to determine qualification under this provision;

2. Restoration shall be no more than 18 inches waterward of its previous location, as measured from the waterward face of the existing seawall to the face of the restored seawall, or from the waterward slope of the existing riprap to the waterward slope of the restored riprap; and

3. Applicable permits under chapter 161, F.S., are obtained.

(c) The construction of seawalls or riprap in wetlands or other surface waters between and adjoining existing seawalls or riprap at both ends in accordance with section 403.813(1)(o), F.S. For purposes of this exemption, riprap is subject to the same length and orientation limitations as a seawall.

(d) Installation of batter piles, king piles, or a seawall cap, used exclusively to stabilize and repair seawalls, provided they do not impede navigation.

(e) Restoration of an eroding shoreline with native wetland vegetative enhancement plantings, provided:

1. The length of shoreline is 500 linear feet or less;

3. Plantings extend no farther than 10 feet waterward of the approximate mean high water line (MHWL) or ordinary high water line (OHWL);

2. Plantings are native wetland plants appropriate for the site obtained from commercially-grown stock;

4. All invasive and exotic vegetative species along the shoreline is removed in conjunction with the planting to the extent practicable;

5. Biodegradable natural fiber logs or mats that are secured in place, such as with the use of wooden stakes, may be used if necessary to support the vegetative plantings; and

6. No fill is placed other than that needed to support the vegetative plantings, except that a breakwater is authorized to be installed concurrent with the planting if permanent wave attenuation is required to maintain the shoreline vegetation, provided:

a. The waterward toe of the breakwater extends no more than 10 feet waterward of the approximate MHWL or OHWL, with a top height of no more than the mean or ordinary high water elevation;

b. The breakwater is composed predominantly of natural oyster shell cultch (clean and fossilized oyster shell) or other stable, non-degradable materials such as oyster reef, reef balls, boulders, clean concrete rubble, riprap, rock sills, or triangular concrete forms. Oyster shell cultch, if used, shall be enclosed in mesh bags having openings of no more than three inches, or securely fixed to matting prior to placement in the water.

Attachment: Exhibit A - Riverside Park Bulkhead Replacement 22BG10 (2025-R-7 : Riverside Park Bulkhead Replacement)

Oyster bags and mats must be anchored to prevent movement of shell from the project area;
c. The breakwater shall not be placed over, or within three feet (in any direction) of any submerged grass bed or existing emergent marsh vegetation;
d. The breakwater shall be placed in units so that there is at least one opening measuring at least five feet in width located every 75 linear feet along the breakwater, with a minimum of one opening, to allow the flow of water and the passage of fish and aquatic wildlife;
e. All equipment used during construction shall be operated from, and be stored in uplands; and
f. All work is conducted in compliance with subsection 62-330.050(9), F.A.C.

Attachment: Exhibit A - Riverside Park Bulkhead Replacement 22BG10 (2025-R-7 : Riverside Park Bulkhead Replacement)

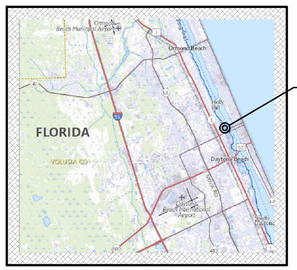
MAP SHOWING TOPOGRAPHIC SURVEY OF

A PORTION OF SECTION 39, TOWNSHIP 15 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA



40 0 20 40 80

SCALE: 1" = 40'



VICINITY MAP
(NOT TO SCALE)

SURVEYOR'S NOTES:

1) This survey is limited to above ground visible improvements, except as shown hereon, and that nothing below the ground was located including, but not limited to foundations (footings), utilities, etc.

2) There may be additional restrictions that are not shown on this survey that may be found in the Public Records of this county.

3) All dimensions, unless otherwise noted, are US Survey Feet.

4) Additions or Deletions to survey maps or reports by other than the signing party or parties is prohibited without the written consent of the signing party or parties.

5) The subject parcel lies in Flood Zone "X", according to Flood Insurance Rate Map, Map No. 12127C0357J for Volusia County, Florida, dated September 29, 2017 and issued by the Federal Emergency Management Agency. Lines shown have been digitally translated from DFIRM database information supplied by the FEMA Map Service Center (https://msc.fema.gov).

6) Elevations shown hereon are based on the North American Vertical Datum of 1988 (NAVD 88), being derived utilizing a Trimble R8 RTK base station referenced to a NGS Brass Disk stamped "V 722 2009", having a published elevation of 12.09 feet (NAVD 88).

7) Horizontal Datum is reference to Florida State Plane Coordinate System, ~~East~~, Zone, North American Datum of 1983 (NAD83), being derived utilizing a Trimble R8 RTK base station referenced to a NGS Brass Disk stamped "V 722 2009", having published coordinates of 1781881.8440, 644843.9940.

8) Lines and points shown on this map are for 2D visual purposes only, as points and lines will be altered/deleted for aesthetic reasons. Unaltered 3D data should only be viewed and utilized in the *-SURF drawing (.dwg) file, either directly or as an external reference.

9) Use of this survey for purposes other than intended, without written verification, will be at the user's sole risk and without liability to the surveyor. Nothing hereon shall be construed to give any rights or benefits to anyone other than those certified to.

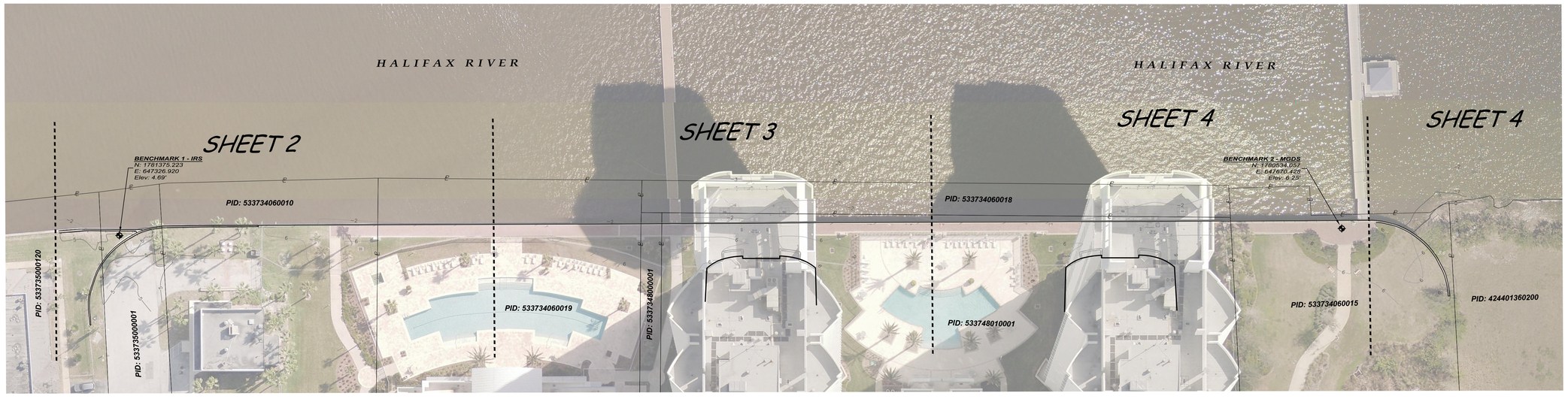
10) On this drawing, certify means to state or declare a professional opinion of conditions regarding those findings or facts which are the subject of the certification and does not constitute a warranty or guarantee, either implied or expressed. This certification is only for the lands as described. This certification is not a certificate of title, easements, zoning, or freedom of encumbrances.

11) Adjoining information (lot lines, right-of-way lines, section lines, etc.) that does not have a measured dimension may not be drawn to accuracy, may be for aesthetic reasons only, and should not be taken as the true location of said feature.

12) The Mean High Water line elevation (-0.04' NAVD88) and Mean Low Water Line elevation (-0.741' NAVD88) derived from extending Tide Interpolation Point 3925 as depicted on Florida DEP labins.org.

LEGEND

MGDS – – – – – – – Set Mag Nail and Disk LB 6487
IRS – – – – – – – Set 5/8" Iron Rod With Cap LB 6487
℄ – – – – – – – Property Lines
PID – – – – – – – Parcel Identification



JOB#: 22-256	P.CHIEF: NE	F.BOOK: XXX	
DRAWN: CEB	DATE: 05/17/23	CHECKED BY: MES	
FILE NAME: 22-256_Holly-Hill-Bulkhead_Topo.dwg			
DATA FILE: 22-256_HOLLY_HILL_BLK_C_ALL_05042023.csv			

REVISIONS

DATE	DESCRIPTION	DRAWN BY

PROJECT:
RIVERSIDE PARK BULKHEAD - HOLLY HILL
LOCATED IN:
VOLUSIA COUNTY, FLORIDA

PREPARED FOR
DEDGING & MARINE CONSULTANTS

DATE OF LAST FIELD SURVEY:
MAY 04, 2023

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

SURVEYOR'S CERTIFICATION

THIS IS TO CERTIFY THAT THE ABOVE LANDS WERE SURVEYED UNDER MY RESPONSIBLE SUPERVISION AND DIRECTION, THAT THERE ARE NO ENCROACHMENTS EXCEPT AS SHOWN AND THAT THE SURVEY SHOWN HEREON MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS PURSUANT TO CHAPTER 5J–17.052 OF THE FLORIDA ADMINISTRATIVE CODES.

Richard J. Sawyer PSM6131
FLORIDA PROFESSIONAL SURVEYOR & MAPPER

ARC SURVEYING & MAPPING, INC.
5202 SAN JUAN AVENUE, JACKSONVILLE, FLORIDA 32210 PHONE: 904/384-8377
LICENSED BUSINESS NO. 6487
www.arcsurveyors.com

SHEET NUMBER: **01** of **04**

FILE PATH: F:\ARC_DATA\2022\22-256 RIVERSIDE PARK BULKHEAD HOLLY HILL\DELIVERABLES\5-17-2023\22-256_HOLLY-HILL-BULKHEAD_TOPO.DWG PLOTTED BY: COLE BAKER ON: 5/17/2023 1:47 PM LAST SAVED BY: CBAKER ON: 5/17/2023 1:44 PM

Attachment: Exhibit A - Riverside Park Bulkhead Replacement 22BG10 (2025-R-7 : Riverside Park Bulkhead Replacement)

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A PORTION OF SECTION 39, TOWNSHIP 15 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA

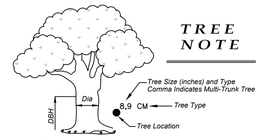
GRID NORTH

40 0 20 40 80

SCALE: 1" = 40'

LEGEND

- MGDS – Set Mag Nail & Disk LB 6487
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- MGDF – Found Mag Nail & Disk
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- ℄ – Property Line
- PVC – Polyvinyl Chloride Pipe
- RCP – Reinforced Concrete Pipe
- Inv – Invert Elevation
- Elev – Elevation
- Conc. – Concrete
- SND – Sounding Shot
- EOW – Edge of Water
- FBH – Face of Bulkhead
- Ⓓ – Storm Drainage Manhole
- Ⓣ – Telephone Manhole
- ☼ – Flood/Landscape Light
- CP – Concrete Post
- WP – Wood Piling
- SPR – Sprinkler Head
- CP – Concrete Piling
- ▷ – Sign
- Ⓔ – Electric Pedestal
- ELEC □ – Electric Outlet
- EHH – Electric Handhole
- MPST □ – Metal Post With Security Box 1'X1'
- GA – Buried Gas Warning Marker
- ICV – Irrigation Control Valve
- SPR – Sprinkler Head
- CO – Sanitary Sewer Clean Out
- SCO – Storm Sewer Clean Out
- Sheet Divider
- 6.98 × – Spot Elevation / Location of reading



TREE NOTE

Trees by nature are irregular in size and shape. Every effort is made to accurately locate trees. The tree size is determined at diameter breast height. The tree location is the center of the tree. This location may be different if located from a different direction. All tree locations should be field checked if critical to design.

TREE LEGEND

- LI – Live Oak
- PM – Royal Palm
- CP – Cabbage Palm (Sabal Palm)

HALIFAX RIVER

BENCHMARK 1 - IRS
N: 1781375.223
E: 647326.920
Elev: 0.00'

PST MET 3

Conc. Bulkhead

2" PVC
N. INV = 6.16'
S. INV = 6.96'

MHWL and MLWL run along face of Bulkhead

Grass

SPR

MGDF LB 4335

MGDF LB 4335

MW

MW

6' Chain Link Fence

ICV

Gate

Brick Pavers

Conc.

Conc.

Conc. Walk

Catch Basin
Top Elev. = 5.54'

12 CP

10 CP

Bench

Conc.

Conc.

Brick Pavers

Conc. Bulkhead

4' Iron Fence

12" PVC
N. INV = 1.89'
S. INV = 1.48'

Shrub

Shrub

Hot Tub

Brick Pavers

Shrub

Brick Pavers

Pool

EMERGENCY SHUT OFF JACCUZI

MATCH LINE - SEE SHEET 3

PID: 533735000120

PID: 533735000001

PID: 533734060010

PID: 533734060019

PROJECT: **RIVERSIDE PARK BULKHEAD - HOLLY HILL** LOCATED IN: **VOLUSIA COUNTY, FLORIDA**	ARC SURVEYING & MAPPING, INC.
PREPARED FOR **DEDGING & MARINE CONSULTANTS**	DATE OF LAST FIELD SURVEY: **MAY 04, 2023**
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.	5202 SAN JUAN AVENUE, JACKSONVILLE, FLORIDA 32210 PHONE: 904/384-8377 LICENSED BUSINESS NO. 6487 www.arcsurveyors.com
	SHEET NUMBER: **02** of **04**

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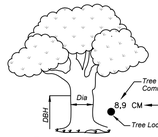
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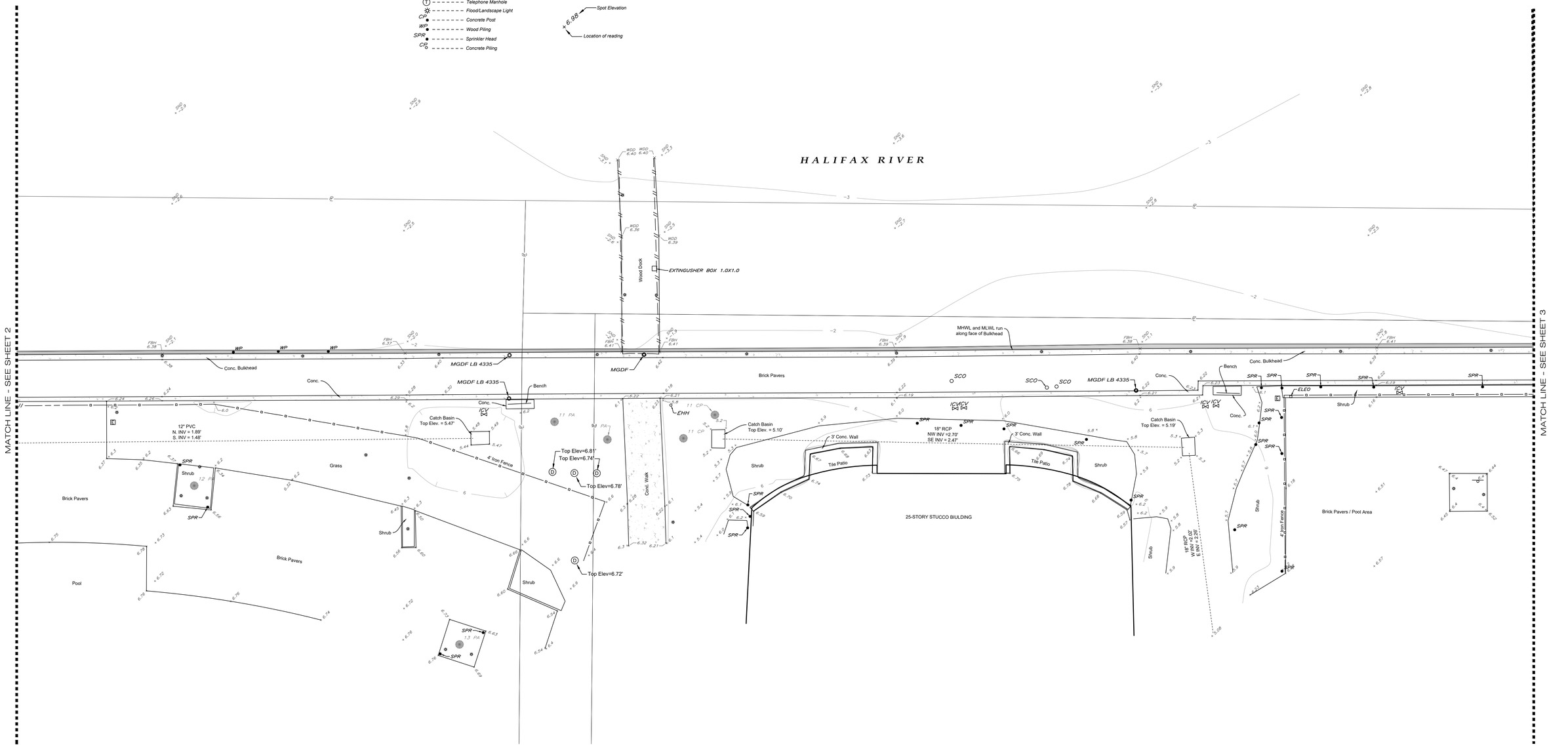
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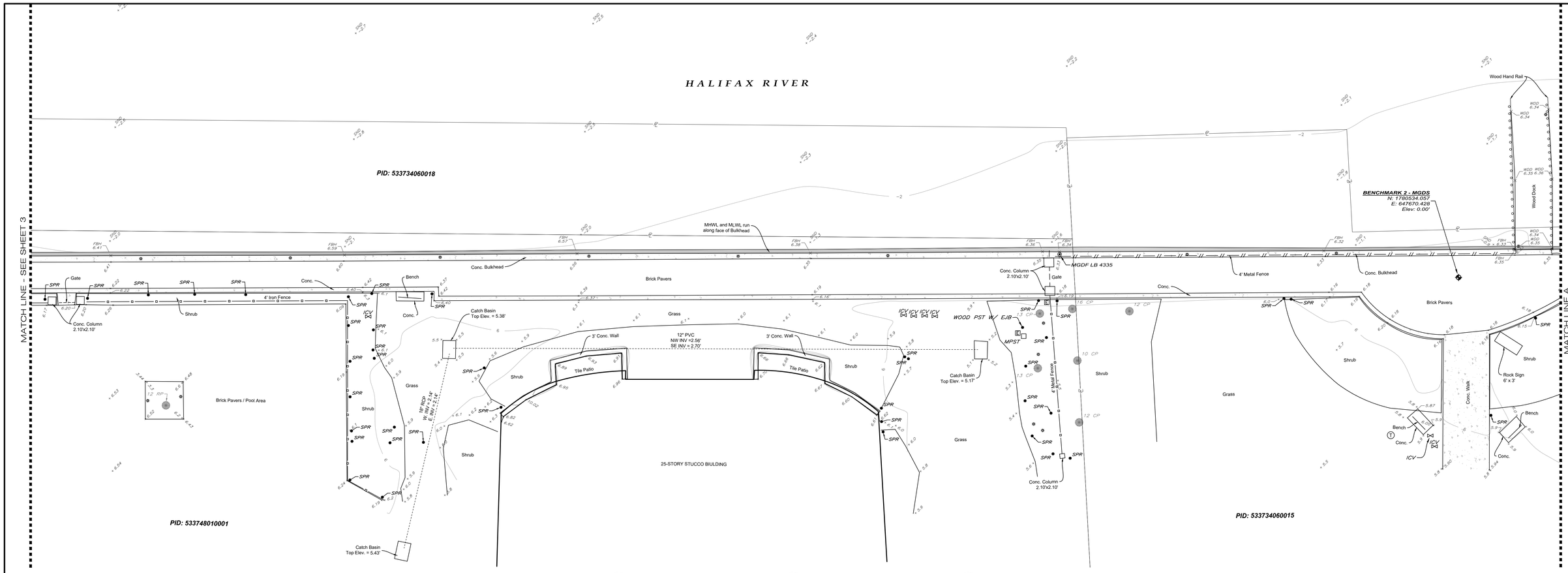
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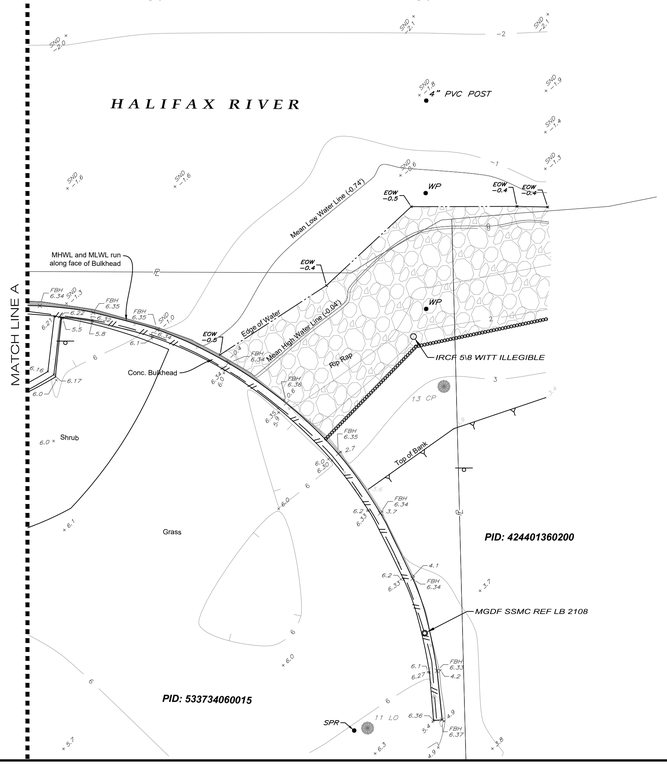


PROJECT: **RIVERSIDE PARK BULKHEAD - HOLLY HILL**	ARC SURVEYING & MAPPING, INC.
LOCATED IN: **VOLUSIA COUNTY, FLORIDA**	5202 SAN JUAN AVENUE, JACKSONVILLE, FLORIDA 32210 PHONE: 904/384-8377 LICENSED BUSINESS NO. 6487 www.arcsurveyors.com
PREPARED FOR **DEDGING & MARINE CONSULTANTS**	DATE OF LAST FIELD SURVEY: **MAY 04, 2023**
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.	SHEET NUMBER: **03** of **04**

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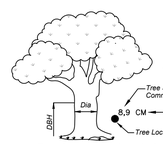




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PROJECT:	RIVERSIDE PARK BULKHEAD - HOLLY HILL
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SHEET NUMBER: 04 of 04

FILE PATH: F:\ARC_DATA\2022\22-256 RIVERSIDE PARK BULKHEAD HOLLY HILL\DELIVERABLE\5-17-2023\22-256_HOLLY-HILL-BULKHEAD_TOPO.DWG PLOTTED BY: COLE BAKER ON: 5/17/2023 1:47 PM LAST SAVED BY: CBAKER ON: 5/17/2023 1:44 PM

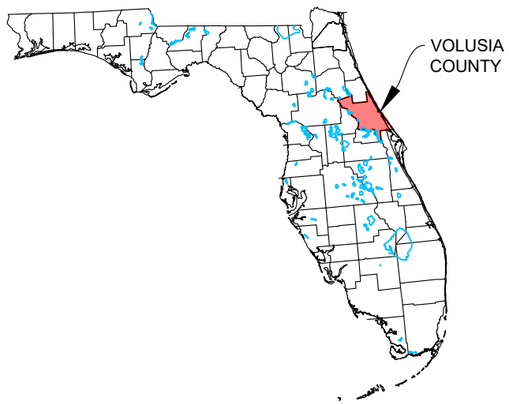
Attachment: Exhibit A - Riverside Park Bulkhead Replacement 22BG10 (2025-R-7 : Riverside Park Bulkhead Replacement)

PERMITTING DRAWINGS

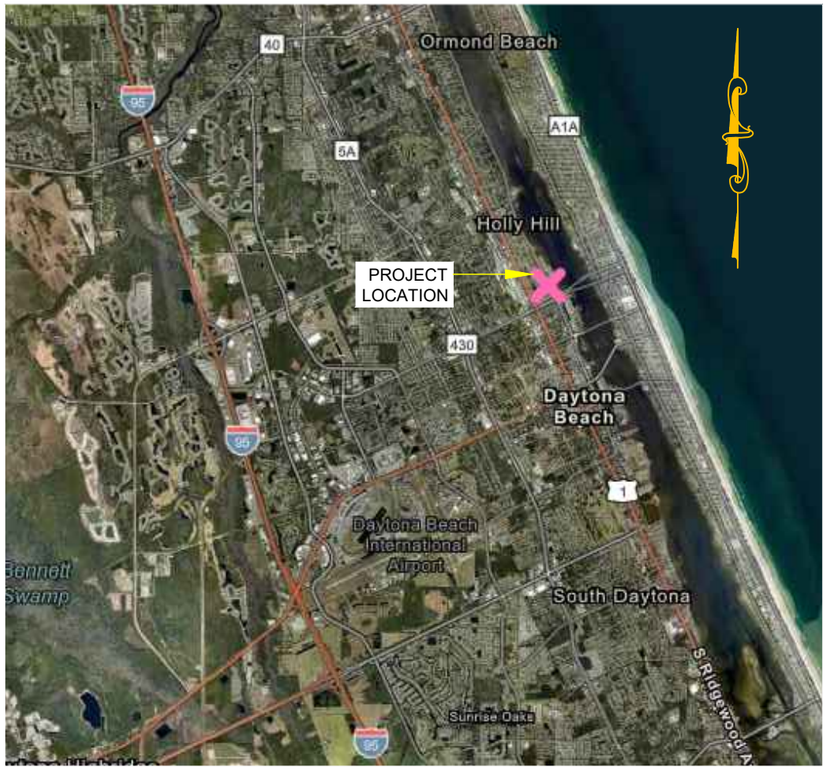
RIVERSIDE PARK
BULKHEAD REPLACEMENT

JUNE 07, 2024

FLORIDA



PROJECT LOCATION MAP
SECTION 37, TOWNSHIP 15S, RANGE 33E



PROJECT ADDRESS: 135 RIVERSIDE DRIVE, DAYTONA BEACH, FL 32117

HOLLY HILL
FLORIDA

CITY COUNCIL

CHRIS VIA	MAYOR
JOHN PENNY	VICE MAYOR, DISTRICT 1
PENNY CURRIE	DISTRICT 2
JOHN DANIO	DISTRICT 3
ROY JOHNSON	DISTRICT 4

INDEX

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CVR	INDEX & LOCATION MAP
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C-02	AERIAL
C-03	DEMOLITION PLAN
C-04	SITE PLAN
C-05	BULKHEAD CROSS-SECTION
C-06	ENVIRONMENTAL NOTES

NOTE TO CONTRACTOR:

THESE DRAWINGS AND THE PROJECT SPECIFICATIONS ARE COMPLEMENTARY, AND ANY REQUIREMENT OF ONE SHALL BE A REQUIREMENT OF THE OTHER. IT IS THE CONTRACTOR'S RESPONSIBILITY TO EXAMINE THE DRAWINGS AND SPECIFICATIONS AND TO COMPARE THE REQUIREMENTS OF EACH DIVISION AND ENSURE THAT EACH TRADE OR SUBCONTRACTOR IS MAKING THE ALLOWANCES NECESSARY TO PROVIDE THE OWNER A COMPLETE FACILITY, OPERATIONAL IN ALL RESPECTS, UNLESS OTHERWISE SPECIFICALLY STATED IN THE DRAWINGS OR PROJECT MANUAL.

IT IS ALSO THE CONTRACTOR'S RESPONSIBILITY TO NOTIFY THE ENGINEER OF ANY DEFICIENCIES OR DISCREPANCIES AMONG THE DIVISIONS OF THE DRAWING AND SPECIFICATIONS PRIOR TO THE DEADLINE FOR BID SUBMITTAL. NEITHER THE OWNER OR ENGINEER WILL BE RESPONSIBLE FOR ANY DEFICIENCIES OR DISCREPANCIES RAISED AFTER THE BID OPENING. ACCORDINGLY, IN LIGHT OF THESE OBLIGATIONS, THE ENGINEER IS OBLIGATED TO INTERPRET THE DRAWINGS SPECIFICATIONS IN A MANNER THAT WILL PROVIDE THE OWNER WITH A COMPLETE, FUNCTIONING FACILITY FOR THE BID PRICE.

ENGINEER CERTIFICATION:

I HEREBY CERTIFY THAT I AM A REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF FLORIDA PRACTICING WITH DMC, DREDGING & MARINE CONSULTANTS LLC, A CORPORATION, AUTHORIZED TO OPERATE AS AN ENGINEERING BUSINESS, CERTIFICATE OF AUTHORIZATION # 9410, BY THE STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION, AND THAT I, OR OTHERS UNDER MY DIRECT SUPERVISION, HAVE PREPARED OR APPROVED THE EVALUATIONS, FINDINGS, OPINIONS, CALCULATIONS, CONCLUSIONS OR TECHNICAL ADVICE HEREBY REPRESENTED BY THESE DRAWINGS. THIS PLAN SET WAS PREPARED AT THE OWNER'S INSTRUCTIONS AND IT IS THE OWNER'S RESPONSIBILITY TO SECURE ALL NECESSARY STATE AND FEDERAL PERMITS TO CONSTRUCT THE PROJECT AS DEACTED WITHIN.

CURTIS N. TODD, P.E.
FLORIDA LICENSE No. 37136

811 Know what's **below.** **Call** before you dig.

REPRODUCTION SCALE:
THESE PLANS SHALL BE PRINTED IN COLOR AND ARE SCALED TO ACCURATELY BE REPRODUCED ON 11X17 SIZED SHEETS. ALL OTHER SHEET SIZES ARE NOT TO SCALE.

Dredging & Marine Consultants
DMC
ENGINEERS • SCIENTISTS
4643 S. Clyde Morris Blvd
Unit 302
Port Orange, FL 32129
Phone:(386) 304-6505
Fax:(386) 304-6506
www.dmces.com

Drawing Name: D:\My ShareSync\DMC Projects(2)\037 - City of Holly Hill\23-037-04 Riverside Park Bulkhead Repair\Drawings\Permit Drawings.dwg By: DMC-User Tab: COVER 6/04/2024

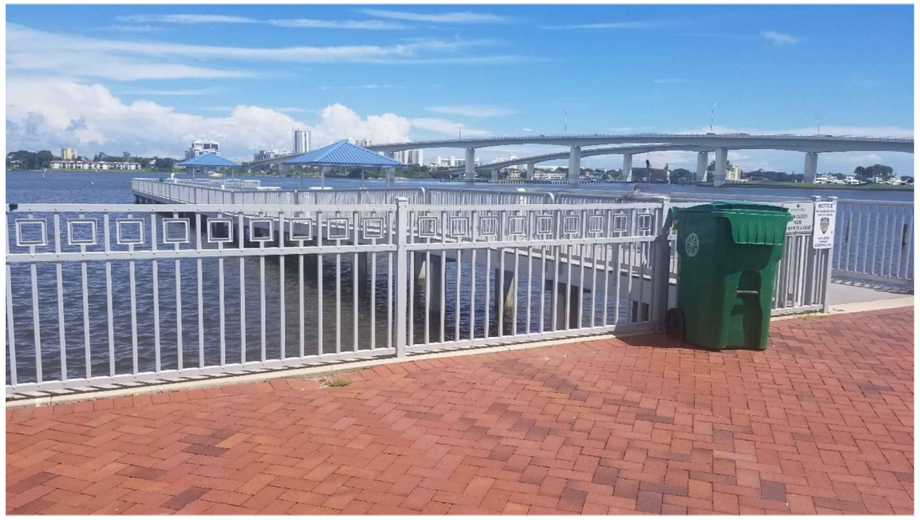
Attachment: Exhibit A - Riverside Park Bulkhead Replacement 22BG10 (2025-R-7 : Riverside Park Bulkhead Replacement 22BG10)



EXISTING CONCRETE BULKHEAD, FACING NORTHWEST DMC, 9-15-2022



EXISTING CONCRETE BULKHEAD, FACING SOUTH DMC, 9-15-2022



EXISTING RAILING AND PIER, FACING EAST DMC, 9-15-2022

DRAWING: EXISTING CONDITIONS
DMC JOB NO. 23-037-04
DRAWN BL CAD C3D SHEET NO. C-01
CHECKED MP SCALE AS SHOWN
APPROVED AUT DATE 06-07-2024

PROJECT NAME:
RIVERSIDE PARK
BULKHEAD REPLACEMENT

CLIENT:
CITY OF HOLLY HILL

CURTIS N. TODD
FLORIDA REGISTERED PROFESSIONAL ENGINEER NO. 72120

Dredging & Marine Consultants
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HOLLY HILL FLORIDA

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Drawing Name: D:\My ShareSync\DMC Projects(2)\037 - City of Holly Hill\23-037-04 Riverside Park Bulkhead Repair\Drawings\Permit Drawings.dwg By: DMC-User Tab: EXISTING CONDITIONS 6/04/2024



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CURTIS N. TODD

PROJECT NAME:
RIVERSIDE PARK
BULKHEAD REPLACEMENT

CLIENT:
CITY OF HOLLY HILL

DRAWING:
AERIAL

DMC JOB NO.
23-037-04

DRAWN	BL	CAD	C3D	SHEET N
CHECKED	MP	SCALE	AS SHOWN	C-0

PROPOSED TEMPORARY SILT FENCING

EXISTING RIP RAP TO REMAIN

M.L.W. EL.=(-)0.74' NAVD 88

M.H.W. EL.=(-)0.04' NAVD 88

EXISTING PIER TO REMAIN

PAVERS TO BE REMOVED AS NEEDED FOR BULKHEAD AND ANCHOR INSTALLATION

200 LF BULKHEAD & RAILING TO BE REMOVED AND REPLACED

SAW-CUT @ GATE

PROPOSED TEMPORARY TYPE II FLOATING TURBIDITY BARRIER

0 20 40 Feet

DEMOLITION PLAN

1" = 20'

DRAWING: DEMOLITION PLAN
DMC JOB NO.: 23-037-04
DRAWN: BL | CAD: C3D | SHEET NO.: C-01
CHECKED: MP | SCALE AS SHOWN | DATE: 06.07.2024
ADDENDUM NO.:

PROJECT NAME: RIVERSIDE PARK BULKHEAD REPLACEMENT

CLIENT: CITY OF HOLLY HILL

CURTIS N. TODD

Dredging & Marine Consultants
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Drawing Name: D:\My ShareSync\DMC Projects(2)\037 - City of Holly Hill\23-037-04 Riverside Park Bulkhead Repair\Drawings\Permit Drawings.dwg By: DMC-User Tab: DEMO 6/04/2024

PROPOSED TEMPORARY SILT FENCING

PROPOSED HELICAL ANCHORS (TYP.)

UPLAND SITE TO BE RESTORED TO PRE-CONSTRUCTION CONDITIONS POST BULKHEAD AND ANCHOR INSTALLATION

EXISTING RIP RAP TO REMAIN

M.L.W. EL.=(-)0.74' NAVD 88

M.H.W. EL.=(-)0.04' NAVD 88

EXISTING PIER TO REMAIN

200 LF BULKHEAD & RAILING REPLACEMENT

TIE INTO EXISTING BULKHEAD

PROPOSED TEMPORARY TYPE II FLOATING TURBIDITY BARRIER

0 20 40 Feet

SITE PLAN
1" = 20'

DRAWING: SITE PLAN
DMC JOB NO.: 23-037-04
DRAWN: BL | CAD: C3D | SHEET NO.: C-01
CHECKED: MP | SCALE AS SHOWN | DATE: 06.07.2024

PROJECT NAME:
RIVERSIDE PARK
BULKHEAD REPLACEMENT

CLIENT:
CITY OF HOLLY HILL

CURTIS N. TODD

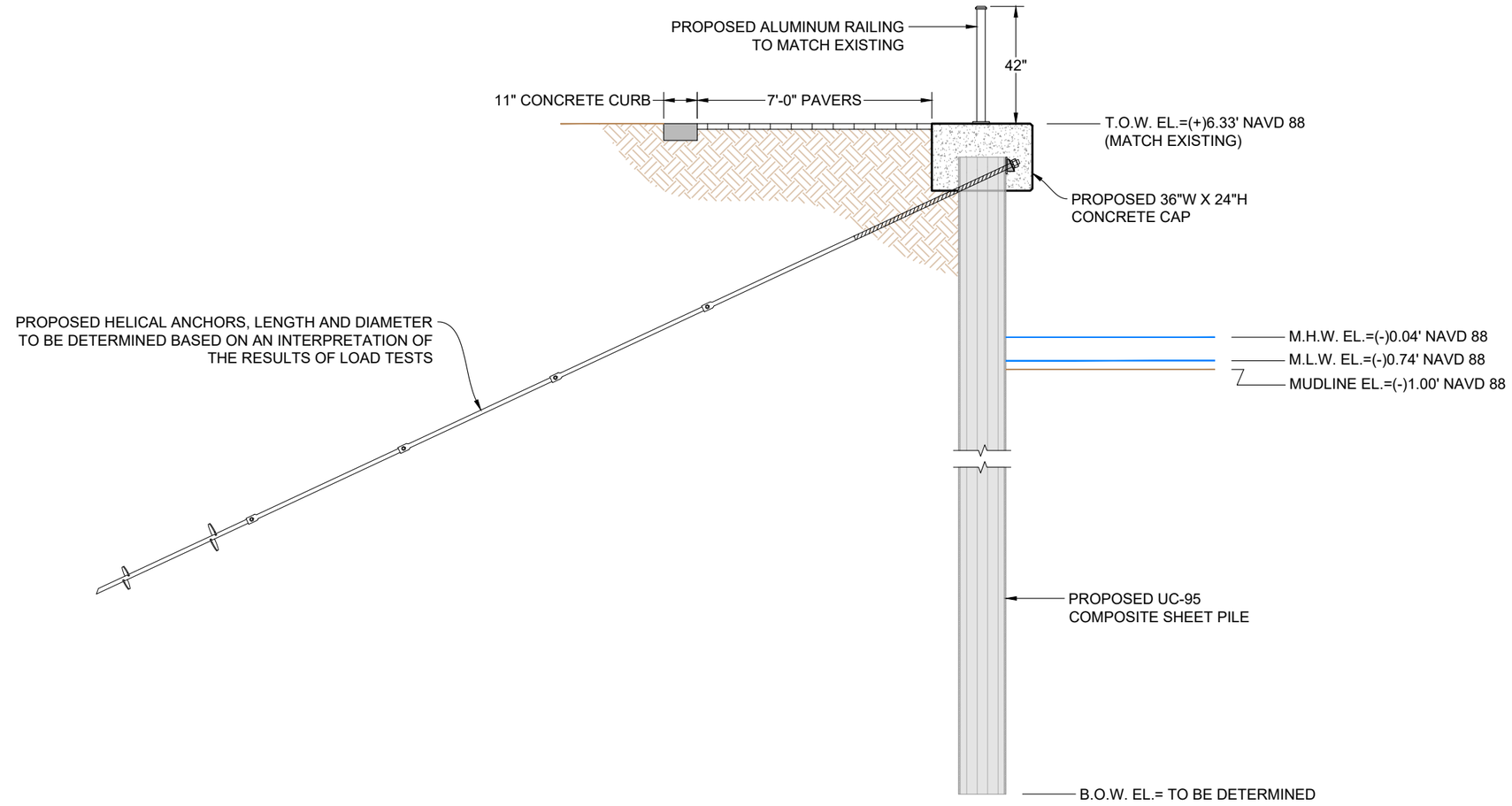
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Drawing Name: D:\My ShareSync\DMC Projects\(2)\037 - City of Holly Hill\23-037-04 Riverside Park Bulkhead Repair\Drawings\Permit Drawings.dwg By: DMC-User Tab: SITE 6/04/2024

NOTE:
ALL PAVERS REMOVED DURING SEAWALL AND ANCHOR CONSTRUCTION SHALL BE REINSTALLED.



BULKHEAD CROSS-SECTION A-A
1" = 4'

DRAWING: BULKHEAD CROSS-SECTION
DMC JOB NO. 23-037-04
DRAWN BL | CAD C3D | SHEET NO. C-0
CHECKED MP | SCALE AS SHOWN
APPROVED AJT | DATE 06-07-2024

PROJECT NAME:
RIVERSIDE PARK
BULKHEAD REPLACEMENT

CLIENT:
CITY OF HOLLY HILL

CURTIS N. TODD

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Drawing Name: D:\My ShareSync\DMC Projects(2)\037 - City of Holly Hill\23-037-04 Riverside Park Bulkhead Repair\Drawings\Permit Drawings.dwg By: DMC-User Tab: X-S 6/04/2024

STANDARD MANATEE CONDITIONS FOR IN-WATER WORK
2011

The permittee shall comply with the following conditions intended to protect manatees from direct project effects:

a. All personnel associated with the project shall be instructed about the presence of manatees and manatee speed zones, and the need to avoid collisions with and injury to manatees. The permittee shall advise all construction personnel that there are civil and criminal penalties for harming, harassing, or killing manatees which are protected under the Marine Mammal Protection Act, the Endangered Species Act, and the Florida Manatee Sanctuary Act.

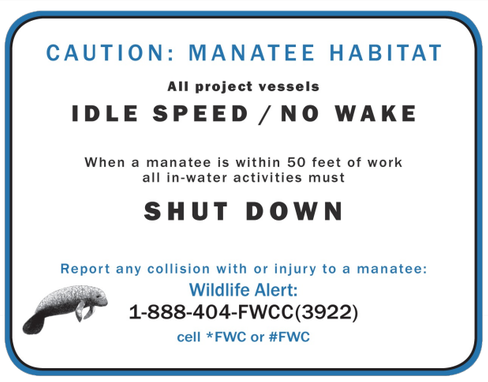
b. All vessels associated with the construction project shall operate at "Idle Speed/No Wake" at all times while in the immediate area and while in water where the draft of the vessel provides less than a four-foot clearance from the bottom. All vessels will follow routes of deep water whenever possible.

c. Siltation or turbidity barriers shall be made of material in which manatees cannot become entangled, shall be properly secured, and shall be regularly monitored to avoid manatee entanglement or entrapment. Barriers must not impede manatee movement.

d. All on-site project personnel are responsible for observing water-related activities for the presence of manatee(s). All in-water operations, including vessels, must be shutdown if a manatee(s) comes within 50 feet of the operation. Activities will not resume until the manatee(s) has moved beyond the 50-foot radius of the project operation, or until 30 minutes elapses if the manatee(s) has not reappeared within 50 feet of the operation. Animals must not be herded away or harassed into leaving.

e. Any collision with or injury to a manatee shall be reported immediately to the Florida Fish and Wildlife Conservation Commission (FWC) Hotline at 1-888-404-3922. Collision and/or injury should also be reported to the U.S. Fish and Wildlife Service in Jacksonville (1-904-731-3336) for north Florida or Vero Beach (1-772-562-3909) for south Florida, and to FWC at ImperiledSpecies@myFWC.com

f. Temporary signs concerning manatees shall be posted prior to and during all in-water project activities. All signs are to be removed by the permittee upon completion of the project. Temporary signs that have already been approved for this use by the FWC must be used. One sign which reads *Caution: Boaters* must be posted. A second sign measuring at least 8 ½" by 11" explaining the requirements for "Idle Speed/No Wake" and the shut down of in-water operations must be posted in a location prominently visible to all personnel engaged in water-related activities. These signs can be viewed at MyFWC.com/manatee. Questions concerning these signs can be sent to the email address listed above.



UNITED STATES DEPARTMENT OF COMMERCE
National Oceanic and Atmospheric Administration
NATIONAL MARINE FISHERIES SERVICE
Southeast Regional Office
263 13th Avenue South
St. Petersburg, FL 33701

SEA TURTLE AND SMALLTOOTH SAWFISH CONSTRUCTION CONDITIONS

The permittee shall comply with the following protected species construction conditions:

a. The permittee shall instruct all personnel associated with the project of the potential presence of these species and the need to avoid collisions with sea turtles and smalltooth sawfish. All construction personnel are responsible for observing water-related activities for the presence of these species.

b. The permittee shall advise all construction personnel that there are civil and criminal penalties for harming, harassing, or killing sea turtles or smalltooth sawfish, which are protected under the Endangered Species Act of 1973.

c. Siltation barriers shall be made of material in which a sea turtle or smalltooth sawfish cannot become entangled, be properly secured, and be regularly monitored to avoid protected species entrapment. Barriers may not block sea turtle or smalltooth sawfish entry to or exit from designated critical habitat without prior agreement from the National Marine Fisheries Service's Protected Resources Division, St. Petersburg, Florida.

d. All vessels associated with the construction project shall operate at "no wake/idle" speeds at all times while in the construction area and while in water depths where the draft of the vessel provides less than a four-foot clearance from the bottom. All vessels will preferentially follow deep-water routes (e.g., marked channels) whenever possible.

e. If a sea turtle or smalltooth sawfish is seen within 100 yards of the active daily construction/dredging operation or vessel movement, all appropriate precautions shall be implemented to ensure its protection. These precautions shall include cessation of operation of any moving equipment closer than 50 feet of a sea turtle or smalltooth sawfish. Operation of any mechanical construction equipment shall cease immediately if a sea turtle or smalltooth sawfish is seen within a 50-ft radius of the equipment. Activities may not resume until the protected species has departed the project area of its own volition.

f. Any collision with and/or injury to a sea turtle or smalltooth sawfish shall be reported immediately to the National Marine Fisheries Service's Protected Resources Division (727-824-5312) and the local authorized sea turtle stranding/rescue organization.

g. Any special construction conditions, required of your specific project, outside these general conditions, if applicable, will be addressed in the primary consultation.

Revised: March 23, 2006
O:\forms\Sea Turtle and Smalltooth Sawfish Construction Conditions.doc

DRAWING: ENVIRONMENTAL NOTES
DMC JOB NO. 23-037-04
SHEET NO. C-01
DRAWN BL | CAD C3D | SCALE AS SHOWN
CHECKED MP | ADDENDUM NO. | DATE 06/07/2024

PROJECT NAME: RIVERSIDE PARK BULKHEAD REPLACEMENT

CLIENT: CITY OF HOLLY HILL

CURTIS N. TODD

Dredging & Marine Consultants
4643 S. Clyde Morris Blvd
Unit 302
Port Orange, FL 32129
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Drawing Name: D:\My ShareSync\DMC Projects(2)\037 - City of Holly Hill\23-037-04 Riverside Park Bulkhead Repair\Drawings\Permit Drawings.dwg By: DMC-User Tab: ENV 6/04/2024

DEPARTMENT OF THE ARMY
CORPS OF ENGINEERS, JACKSONVILLE DISTRICT
400 HIGH POINT DRIVE, SUITE 600
COCOA, FLORIDA 32926-6630

July 31, 2024

REPLY TO
ATTENTION OF

Regulatory Division
Cocoa Section
SAJ-2012-01261 (NWP-BW)

Mr. Steve Juengst
City of Holly Hill
453 LPGA Blvd.
Holly Hill, FL 32117

Dear Mr. Juengst:

Your application for a Department of the Army permit has been assigned number SAJ-2012-01261 (NWP-BAW). Review of the information and drawings provided shows the proposed work is to install a replacement seawall at Riverside Park. The proposed construction includes:

1) Install a 200 linear ft. vinyl seawall within the approx. footprint of an existing seawall,

The activities subject to this permit are authorized pursuant to authorities under Section 10 of the Rivers and Harbors Act of 1899 (33 U.S.C. § 403), and/or Section 404 of the Clean Water Act (33 U.S.C. § 1344).

The project is located at Riverside Park, on the Halifax River, in Section 37, Township 15 South, Range 33 East, Holly Hill, Volusia County, Florida.
Latitude 29.23166°, Longitude -81.02664°.

Your project, as depicted on the enclosed drawings, is authorized by Nationwide General Permit (NWP) Number 13, which is valid until **March 14, 2026**.

For this NWP authorization to be valid, you must ensure that the work is performed in accordance with the Nationwide Permit General Conditions, the Jacksonville District Regional Conditions, and the General and Project-Specific Special Conditions listed below. Furthermore, if you commence or are under contract to commence the proposed activities before the date that this NWP is modified or revoked, you will have 12 months from the date of the modification or revocation to complete the activities under the present terms and conditions of this NWP.

Attachment: Exhibit A - Riverside Park Bulkhead Replacement 22BG10 (2025-R-7 : Riverside Park Bulkhead Replacement)

You can access the U.S. Army Corps of Engineers' (Corps) Jacksonville District's Regulatory Source Book webpage for links to view NWP information at: https://www.saj.usace.army.mil/Missions/Regulatory/Source-Book/.

Please be aware this Internet address is case sensitive and should be entered as it appears above. Once there, you will need to select "Nationwide Permits." Among other things, this part of the Source Book contains links to the federal register containing the text of the pertinent NWP authorization and the associated NWP general conditions, as well as separate links to the regional conditions applicable to the pertinent NWP verification.

You must comply with all the special and general conditions for NWP-13, including any project-specific conditions included in this letter and all conditions incorporated by reference as described above.

The following project-specific conditions are included with this authorization:

1. **Reporting Address:** The Permittee shall submit all reports, notifications, documentation, and correspondence required by the general and special conditions of this permit to either (not both) of the following addresses:

   a. For electronic mail (preferred): SAJ-RD-Enforcement@usace.army.mil (not to exceed 15 MB).

   b. For standard mail: U.S. Army Corps of Engineers, Regulatory Division, Enforcement Section, P.O. Box 4970, Jacksonville, FL 32232-0019.

The Permittee shall reference this permit number SAJ-2012-01261 on all submittals.

2. **Commencement Notification**: Within 10 days from the date of initiating the authorized work, the Permittee shall provide to the Corps a written notification of the date of commencement of work authorized by this permit (form included).

3. **Self-Certification of Compliance**: Within 60 days of completion of the work authorized by this permit, the Permittee shall complete the attached "Self-Certification Statement of Compliance" form and submit it to the Corps. If the completed work deviates in any manner from the authorized work, the Permittee shall describe the deviations between the work authorized by this permit and the work as constructed on the "Self-Certification Statement of Compliance" form. The description of any deviations on the "Self-Certification Statement of Compliance" form does not constitute approval of any deviations by the Corps.

Attachment: Exhibit A - Riverside Park Bulkhead Replacement 22BG10 (2025-R-7 : Riverside Park Bulkhead Replacement)

4. **Cultural Resources/Historic Properties**:

a No structure or work shall adversely affect impact or disturb properties listed in the *National Register of Historic Places* (NRHP) or those eligible for inclusion in the NRHP.

b. If during the ground disturbing activities and construction work within the permit area, there are archaeological/cultural materials encountered which were not the subject of a previous cultural resources assessment survey (and which shall include, but not be limited to: pottery, modified shell, flora, fauna, human remains, ceramics, stone tools or metal implements, dugout canoes, evidence of structures or any other physical remains that could be associated with Native American cultures or early colonial or American settlement), the Permittee shall immediately stop all work and ground-disturbing activities within a 100-meter diameter of the discovery and notify the Corps within the same business day (8 hours). The Corps shall then notify the Florida State Historic Preservation Officer (SHPO) and the appropriate Tribal Historic Preservation Officer(s) (THPO(s)) to assess the significance of the discovery and devise appropriate actions.

c. Additional cultural resources assessments may be required of the permit area in the case of unanticipated discoveries as referenced in accordance with the above Special Condition; and if deemed necessary by the SHPO, THPO(s), or Corps, in accordance with 36 CFR 800 or 33 CFR 325, Appendix C (5). Based, on the circumstances of the discovery, equity to all parties, and considerations of the public interest, the Corps may modify, suspend or revoke the permit in accordance with 33 CFR Part 325.7. Such activity shall not resume on non-federal lands without written authorization from the SHPO for finds under his or her jurisdiction, and from the Corps.

d. In the unlikely event that unmarked human remains are identified on non-federal lands, they will be treated in accordance with Section 872.05 Florida Statutes. All work and ground disturbing activities within a 100-meter diameter of the unmarked human remains shall immediately cease and the Permittee shall immediately notify the medical examiner, Corps, and State Archeologist within the same business day (8-hours). The Corps shall then notify the appropriate SHPO and THPO(s). Based, on the circumstances of the discovery, equity to all parties, and considerations of the public interest, the Corps may modify, suspend or revoke the permit in accordance with 33 CFR Part 325.7. Such activity shall not resume without written authorization from the State Archeologist and from the Corps.

Attachment: Exhibit A - Riverside Park Bulkhead Replacement 22BG10 (2025-R-7 : Riverside Park Bulkhead Replacement)

5. **Turbidity/Erosion Control**: Prior to the initiation of any work authorized by this permit, the Permittee shall install floating turbidity barriers with weighted skirts that extend to within one (1) foot of the bottom around all work areas that are in, or adjacent to, surface waters. Turbidity barriers shall be made of material which listed species cannot become entangled (i.e., reinforced impermeable polycarbonate vinyl fabric [PVC]), and shall be monitored to ensure listed species are not entangled or trapped in the project areas. The turbidity barriers shall remain in place and be maintained until the authorized work has been completed and all suspended and erodible materials have been stabilized. Turbidity barriers shall be removed upon stabilization of the work areas.

6. **Jacksonville District Programmatic Biological Opinion (JAXBO):** Structures and activities authorized under this permit will be constructed and operated in accordance with all applicable PDCs contained in the JAXBO, based on the permitted activity. Failure to comply with applicable PDCs will constitute noncompliance with this permit. In addition, failure to comply with the applicable PDCs, where a take of listed species occurs, would constitute an unauthorized take. The NMFS is the appropriate authority to determine compliance with the Endangered Species Act. The most current version of JAXBO can be accessed at the Jacksonville District Regulatory Division website in the Endangered Species section of the Sourcebook located at: http://www.saj.usace.army.mil/Missions/Regulatory/SourceBook.aspx

JAXBO may be subject to revision at any time. The most recent version of these JAXBO must be utilized during the design and construction of the permitted work.

7. **Protected Species – West Indian Manatee**: The permittee shall comply with the "Standard Manatee Conditions for In-Water Work – 2011" designed to protect the endangered West Indian Manatee; provided as an attachment to this permit.

8. **Assurance of Navigation and Maintenance**: The Permittee understands and agrees that, if future operations by the United States require the removal, relocation, or other alteration, of the structures or work herein authorized, or if in the opinion of the Secretary of the Army or his authorized representative, said structure or work shall cause unreasonable obstruction to the free navigation of the navigable waters, the Permittee will be required, upon due notice from the Corps of Engineers, to remove, relocate, or alter the structural work or obstructions caused thereby, without expense to the United States. No claim shall be made against the United States on account of any such removal or alteration.

9. **Regulatory Agency Changes**: Should any other regulatory agency require changes to the work authorized or obligated by this permit, the Permittee is advised that a modification to this permit instrument is required prior to initiation of those changes. It is the Permittee's responsibility to request a modification of this permit from the Cocoa Regulatory Office.

This authorization does not obviate the necessity to obtain any other Federal, State, or local permits, which may be required. Prior to the initiation of any construction, projects qualifying for this NWP/GP permit must qualify for an exemption under section 403.813(1), F.S. or 373.406, F.S., or otherwise be authorized by the applicable permit required under Part IV of Chapter 373, F.S., by the Department of Environmental Protection, a water management district under section 373.069, F.S., or a local government with delegated authority under section 373.441, F.S., and receive Water Quality Certification (WQC) and applicable Coastal Zone Consistency Concurrence (CZCC) or waiver thereto, as well as any authorizations required for the use of state-owned submerged lands under Chapter 253, F.S., and, as applicable, Chapter 258, F.S. You should check State-permitting requirements with the Florida Department of Environmental Protection or the appropriate water management district.

This authorization does not include conditions that would prevent the 'take' of a **state-listed** fish or wildlife species. These species are protected under sec. 379.411, Florida Statutes, and listed under Rule 68A-27, Florida Administrative Code. With regard to fish and wildlife species designated as species of special concern or threatened by the State of Florida, you are responsible for coordinating directly with the Florida Fish and Wildlife Conservation Commission (FWC). You can visit the FWC license and permitting webpage (http://www.myfwc.com/license/wildlife/) for more information, including a list of those fish and wildlife species designated as species of special concern or threatened. The Florida Natural Areas Inventory (http://www.fnai.org/) also maintains updated lists, by county, of documented occurrences of those species.

If you are unable to access the internet or require a hardcopy of any of the conditions, limitations, or expiration date for the above referenced GP, please contact me at the letterhead address, by telephone at 321-504-3771 ext. 0014, or by email at brian.a.west@usace.army.mil.

Sincerely,

Brian West

Brian West
Project Manager, Cocoa Permits Section

cc: Natalie Tejada (Dredging & Marine Consultants LLC)

Attachment: Exhibit A - Riverside Park Bulkhead Replacement 22BG10 (2025-R-7 : Riverside Park Bulkhead Replacement)

GENERAL CONDITIONS
33 CFR PART 320-330

1. The time limit for completing the work authorized ends on the **dates identified in the letter**.

2. You must maintain the activity authorized by this permit in good condition and in conformance with the terms and conditions of this permit. You are not relieved of this requirement if you abandon the permitted activity, although you may make a good faith transfer to a third party in compliance with General Condition 4 below. Should you wish to cease to maintain the authorized activity, or should you desire to abandon it without a good faith transfer, you must obtain a modification of this permit from this office, which may require restoration of the area.

3. If you discover any previously unknown historic or archeological remains while accomplishing the activity authorized by this permit, you must immediately notify this office of what you have found. We will initiate the Federal and state coordination required to determine if the remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places.

4. If you sell the property associated with this permit you must obtain the signature of the new owner in the space provided and forward a copy of the permit to this office to validate the transfer of this authorization.

5. If a conditioned water quality certification has been issued for your project, you must comply with the conditions specified in the certification as special conditions to this permit. For your convenience, a copy of the certification is attached if it contains such conditions.

6. You must allow a representative from this office to inspect the authorized activity at any time deemed necessary to ensure that it is being or has been accomplished in accordance with the terms and conditions of your permit

Attachment: Exhibit A - Riverside Park Bulkhead Replacement 22BG10 (2025-R-7 : Riverside Park Bulkhead Replacement)

COMMENCEMENT NOTIFICATION

Within 10 days of initiating the authorized work, submit this form via electronic mail to: saj-rd-enforcement@usace.army.mil (preferred, not to exceed 15 MB) ***or*** *by standard mail to U.S. Army Corps of Engineers, Enforcement Section, P.O. Box 4970, Jacksonville, FL32232-0019.*

1. **Department of the Army Permit Number**: SAJ-2024-01261 (NWP-BAW)

2. **Permittee Information**:

   Name: _____

   Email: _____

   Address: _____

   _____

   Phone: _____

3. **Construction Start Date**: _____

4. **Contact to Schedule Inspection**:

   Name: _____

   Email: _____

   Phone: _____

_____
Signature of Permittee

_____
Printed Name of Permittee

_____
Date

Attachment: Exhibit A - Riverside Park Bulkhead Replacement 22BG10 (2025-R-7 : Riverside Park Bulkhead Replacement)

SELF-CERTIFICATION STATEMENT OF COMPLIANCE

Permit Number: NWP-13
Application Number: SAJ-2024-01261

Permittee's Name & Address (please print or type): _____

_____

_____

Telephone Number: _____

Location of the Work: _____

_____

Date Work Started: _____ Date Work Completed: _____

Description of the Work (e.g., bank stabilization, residential or commercial filling, docks, dredging, etc.): _____

_____

_____

Acreage or Square Feet of Impacts to Waters of the United States:
_____

Describe Mitigation completed (if applicable):_____

_____

_____

Describe any Deviations from Permit (attach drawing(s) depicting the deviations):
_____

_____

_____

****

I certify that all work, and mitigation (if applicable) was done in accordance with the limitations and conditions as described in the permit. Any deviations as described above are depicted on the attached drawing(s).

_____
Signature of Permittee

_____
Date

Attachment: Exhibit A - Riverside Park Bulkhead Replacement 22BG10 (2025-R-7 : Riverside Park Bulkhead Replacement)

DEPARTMENT OF THE ARMY PERMIT TRANSFER REQUEST

PERMIT NUMBER: SAJ-2024-01261 (NWP-BAW)

When the structures or work authorized by this permit are still in existence at the time the property is transferred, the terms and conditions of this permit will continue to be binding on the new owner(s) of the property. Although the construction period for works authorized by Department of the Army permits is finite, the permit itself, with its limitations, does not expire.

To validate the transfer of this permit and the associated responsibilities associated with compliance with its terms and conditions, have the transferee sign and date below and mail to the U.S. Army Corps of Engineers, Enforcement Section, Post Office Box 4970, Jacksonville, FL 32232-0019 or by electronic mail at saj-rd-enforcement@usace.army.mil.

_____
(TRANSFEREE-SIGNATURE)

_____
(DATE)

_____
(NAME-PRINTED)

_____

_____
(MAILING ADDRESS)

_____
(CITY, STATE, ZIP CODE)

_____
(SUBDIVISION)

_____ _____
(LOT) **(BLOCK)**

_____
(STREET ADDRESS)

Attachment: Exhibit A - Riverside Park Bulkhead Replacement 22BG10 (2025-R-7 : Riverside Park Bulkhead Replacement)

STANDARD MANATEE CONDITIONS FOR IN-WATER WORK

2011

The permittee shall comply with the following conditions intended to protect manatees from direct project effects:

a. All personnel associated with the project shall be instructed about the presence of manatees and manatee speed zones, and the need to avoid collisions with and injury to manatees. The permittee shall advise all construction personnel that there are civil and criminal penalties for harming, harassing, or killing manatees which are protected under the Marine Mammal Protection Act, the Endangered Species Act, and the Florida Manatee Sanctuary Act.

b. All vessels associated with the construction project shall operate at "Idle Speed/No Wake" at all times while in the immediate area and while in water where the draft of the vessel provides less than a four-foot clearance from the bottom. All vessels will follow routes of deep water whenever possible.

c. Siltation or turbidity barriers shall be made of material in which manatees cannot become entangled, shall be properly secured, and shall be regularly monitored to avoid manatee entanglement or entrapment. Barriers must not impede manatee movement.

d. All on-site project personnel are responsible for observing water-related activities for the presence of manatee(s). All in-water operations, including vessels, must be shutdown if a manatee(s) comes within 50 feet of the operation. Activities will not resume until the manatee(s) has moved beyond the 50-foot radius of the project operation, or until 30 minutes elapses if the manatee(s) has not reappeared within 50 feet of the operation. Animals must not be herded away or harassed into leaving.

e. Any collision with or injury to a manatee shall be reported immediately to the Florida Fish and Wildlife Conservation Commission (FWC) Hotline at 1-888-404-3922. Collision and/or injury should also be reported to the U.S. Fish and Wildlife Service in Gainesville (1-352-448-9151), and emailed to FWC at ImperiledSpecies@myFWC.com.

f. Temporary signs concerning manatees shall be posted prior to and during all in-water project activities. All signs are to be removed by the permittee upon completion of the project. Temporary signs that have already been approved for this use by the FWC must be used. One sign which reads *Caution: Boaters* must be posted. A second sign measuring at least 8½ " by 11" explaining the requirements for "Idle Speed/No Wake" and the shut down of in-water operations must be posted in a location prominently visible to all personnel engaged in water-related activities. These signs can be viewed at: https://myfwc.com/wildlifehabitats/wildlife/manatee/education-for-marinas/. Questions concerning these signs can be forwarded to the email address listed above.

Attachment: Exhibit A - Riverside Park Bulkhead Replacement 22BG10 (2025-R-7 : Riverside Park Bulkhead Replacement)

CAUTION: MANATEE HABITAT

All project vessels

IDLE SPEED / NO WAKE

When a manatee is within 50 feet of work
all in-water activities must

SHUT DOWN

Report any collision with or injury to a manatee:



Wildlife Alert:

1-888-404-FWCC(3922)

cell *FWC or #FWC

Attachment: Exhibit A - Riverside Park Bulkhead Replacement 22BG10 (2025-R-7 : Riverside Park

PERMITTING DRAWINGS

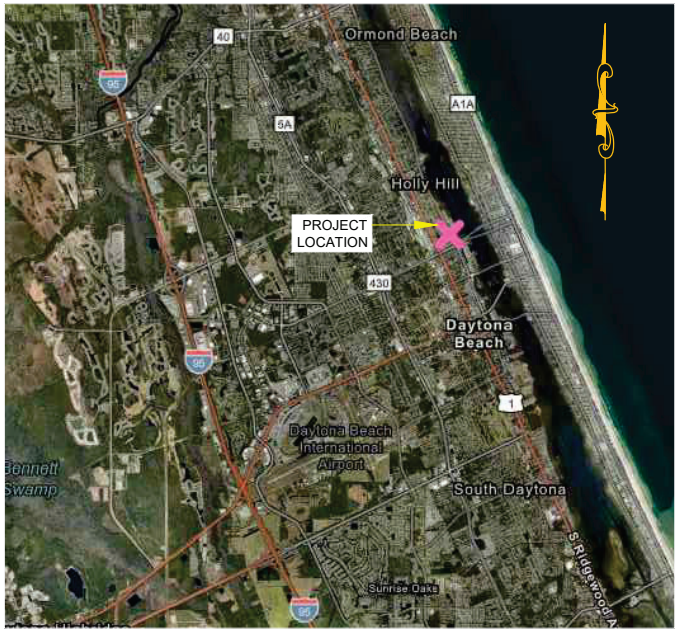
RIVERSIDE PARK
BULKHEAD REPLACEMENT

JUNE 07, 2024

FLORIDA



PROJECT LOCATION MAP
SECTION 37, TOWNSHIP 15S, RANGE 33E



PROJECT ADDRESS: 135 RIVERSIDE DRIVE, DAYTONA BEACH, FL 32117

HOLLY HILL
FLORIDA

CITY COUNCIL

CHRIS VIA	MAYOR
JOHN PENNY	VICE MAYOR, DISTRICT 1
PENNY CURRIE	DISTRICT 2
JOHN DANIO	DISTRICT 3
ROY JOHNSON	DISTRICT 4

INDEX

SHEET	DESCRIPTION
CVR	INDEX & LOCATION MAP
C-01	EXISTING CONDITIONS
C-02	AERIAL
C-03	DEMOLITION PLAN
C-04	SITE PLAN
C-05	BULKHEAD CROSS-SECTION
C-06	ENVIRONMENTAL NOTES

811 Know what's below. Call before you dig.

NOTE TO CONTRACTOR:

THESE DRAWINGS AND THE PROJECT SPECIFICATIONS ARE COMPLEMENTARY, AND ANY REQUIREMENT OF ONE SHALL BE A REQUIREMENT OF THE OTHER. IT IS THE CONTRACTOR'S RESPONSIBILITY TO EXAMINE THE DRAWINGS AND SPECIFICATIONS AND TO COMPARE THE REQUIREMENTS OF EACH DIVISION AND ENSURE THAT EACH TRADE OR SUBCONTRACTOR IS MAKING THE ALLOWANCES NECESSARY TO PROVIDE THE OWNER A COMPLETE FACILITY, OPERATIONAL IN ALL RESPECTS, UNLESS OTHERWISE SPECIFICALLY STATED IN THE DRAWINGS OR PROJECT MANUAL.

IT IS ALSO THE CONTRACTOR'S RESPONSIBILITY TO NOTIFY THE ENGINEER OF ANY DEFICIENCIES OR DISCREPANCIES AMONG THE DIVISIONS OF THE DRAWING AND SPECIFICATIONS PRIOR TO THE DEADLINE FOR BID SUBMITTAL. NEITHER THE OWNER OR ENGINEER WILL BE RESPONSIBLE FOR ANY DEFICIENCIES OR DISCREPANCIES RAISED AFTER THE BID OPENING. ACCORDINGLY, IN LIGHT OF THESE OBLIGATIONS, THE ENGINEER IS OBLIGATED TO INTERPRET THE DRAWINGS SPECIFICATIONS IN A MANNER THAT WILL PROVIDE THE OWNER WITH A COMPLETE, FUNCTIONING FACILITY FOR THE BID PRICE.

ENGINEER CERTIFICATION:

I HEREBY CERTIFY THAT I AM A REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF FLORIDA PRACTICING WITH DMC, DREDGING & MARINE CONSULTANTS LLC, A CORPORATION, AUTHORIZED TO OPERATE AS AN ENGINEERING BUSINESS, CERTIFICATE OF AUTHORIZATION # 9410, BY THE STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION, AND THAT I, OR OTHERS UNDER MY DIRECT SUPERVISION, HAVE PREPARED OR APPROVED THE EVALUATIONS, FINDINGS, OPINIONS, CALCULATIONS, CONCLUSIONS OR TECHNICAL ADVICE HEREBY REPRESENTED BY THESE DRAWINGS. THIS PLAN SET WAS PREPARED AT THE OWNER'S INSTRUCTIONS AND IT IS THE OWNER'S RESPONSIBILITY TO SECURE ALL NECESSARY STATE AND FEDERAL PERMITS TO CONSTRUCT THE PROJECT AS DEACTED WITHIN.

CURTIS N. TODD, P.E.
FLORIDA LICENSE No. 37136

REPRODUCTION SCALE:

THESE PLANS SHALL BE PRINTED IN COLOR AND ARE SCALED TO ACCURATELY BE REPRODUCED ON 11X17 SIZED SHEETS. ALL OTHER SHEET SIZES ARE NOT TO SCALE.

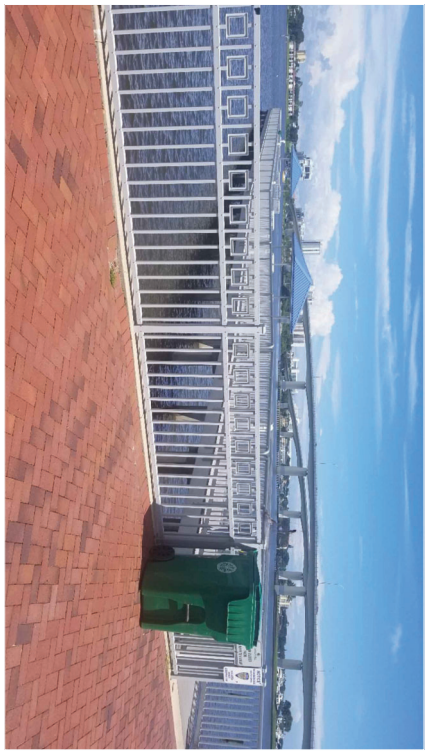
Dredging & Marine Consultants
DMC
ENGINEERS • SCIENTISTS
4643 S. Clyde Morris Blvd
Unit 302
Port Orange, FL 32129
Phone:(386) 304-6505
Fax:(386) 304-6506
www.dmces.com

Drawing Name: D:\My SharkSync\DMC Projects (2)\307 - City of Holly Hill\23-037-04 Riverside Park Bulkhead Repair\Drawings\Permit Drawings.dwg By: DMC User Tab: COVER 6/04/2024

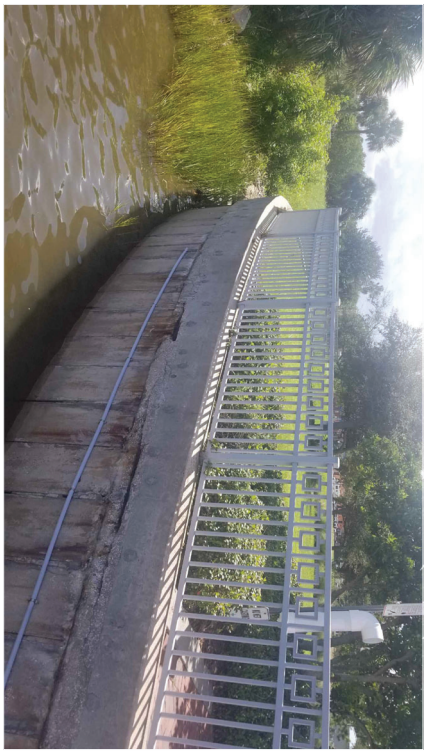
Attachment: Exhibit A - Riverside Park Bulkhead Replacement 22BG10 (2025-R-7 : Riverside Park



EXISTING CONCRETE BULKHEAD, FACING NORTHWEST DMC, 9-15-2022



EXISTING RAILING AND PIER, FACING EAST DMC, 9-15-2022



EXISTING CONCRETE BULKHEAD, FACING SOUTH DMC, 9-15-2022

HOLLY HILL

Dredging & Marine Consultants
DMC
4643 S. Clyde Morris Blvd
Unit 302
Port Orange, FL 32129
Phone:(386) 304-6505

PROJECT NAME:
RIVERSIDE PARK
BULKHEAD REPLACEMENT

DRAWING: EXISTING CONDIT
DMC JOB NO. 23-037-04
DRAWN BL | CAD C3D | S
SHOWN 07-2024

4.1.a



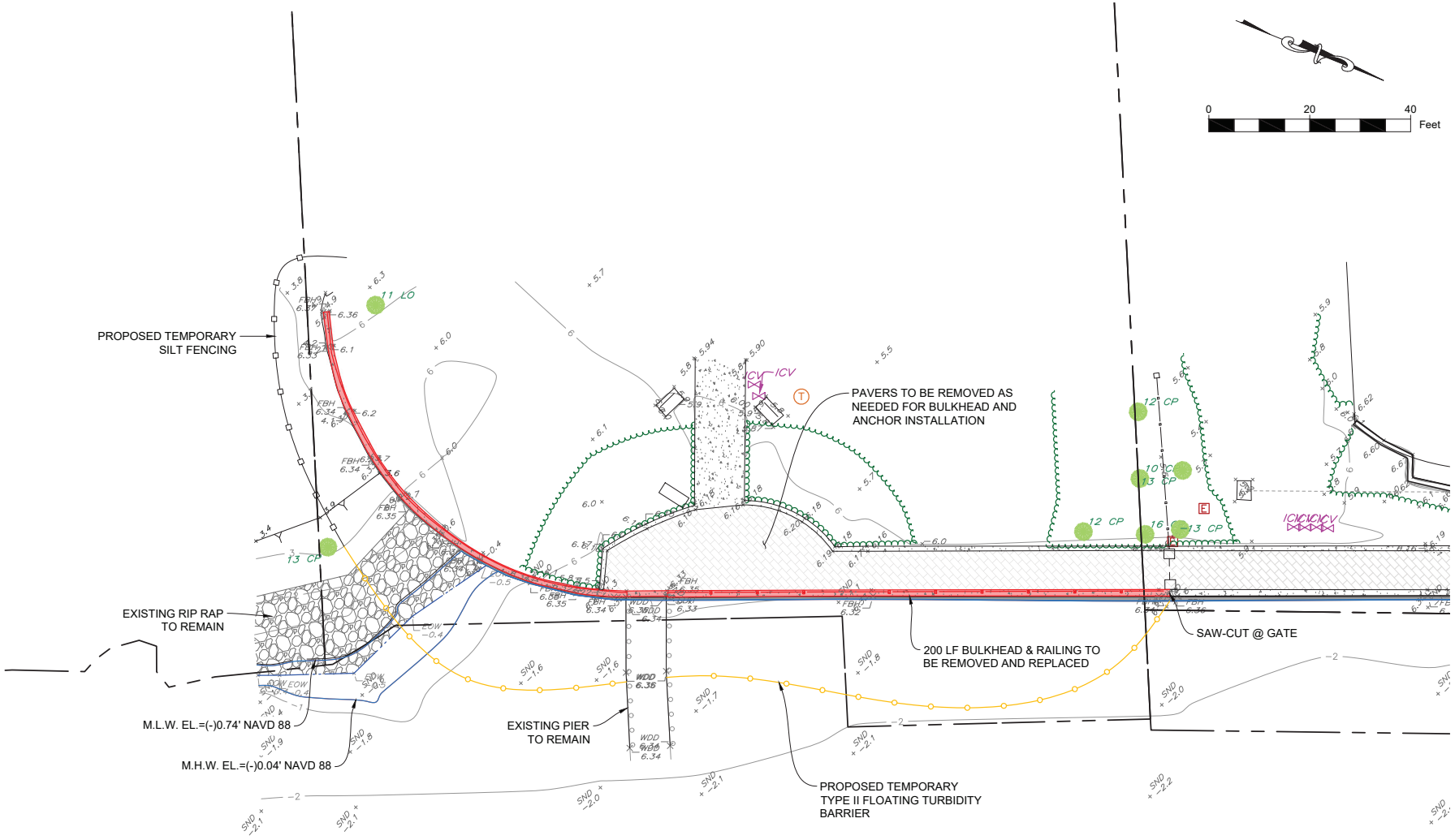
HOLLY HILL

Dredging & Marine Consultants
DMC
4643 S. Clyde Morris Blvd
Unit 302
Port Orange, FL 32129
Phone:(386) 304-6505

PROJECT NAME:
RIVERSIDE PARK
BULKHEAD REPLACEMENT

DRAWING: AERIAL
DMC JOB NO. 23-037-04
DRAWN BL | CAD | C3D | SHOWN 07-2024

4.1.a



DEMOLITION PLAN
1" = 20'

DRAWING: DEMOLITION PL
DMC JOB NO.: 23-037-04
DRAWN: BL CAD: C3D
SHOWN: 07-2024

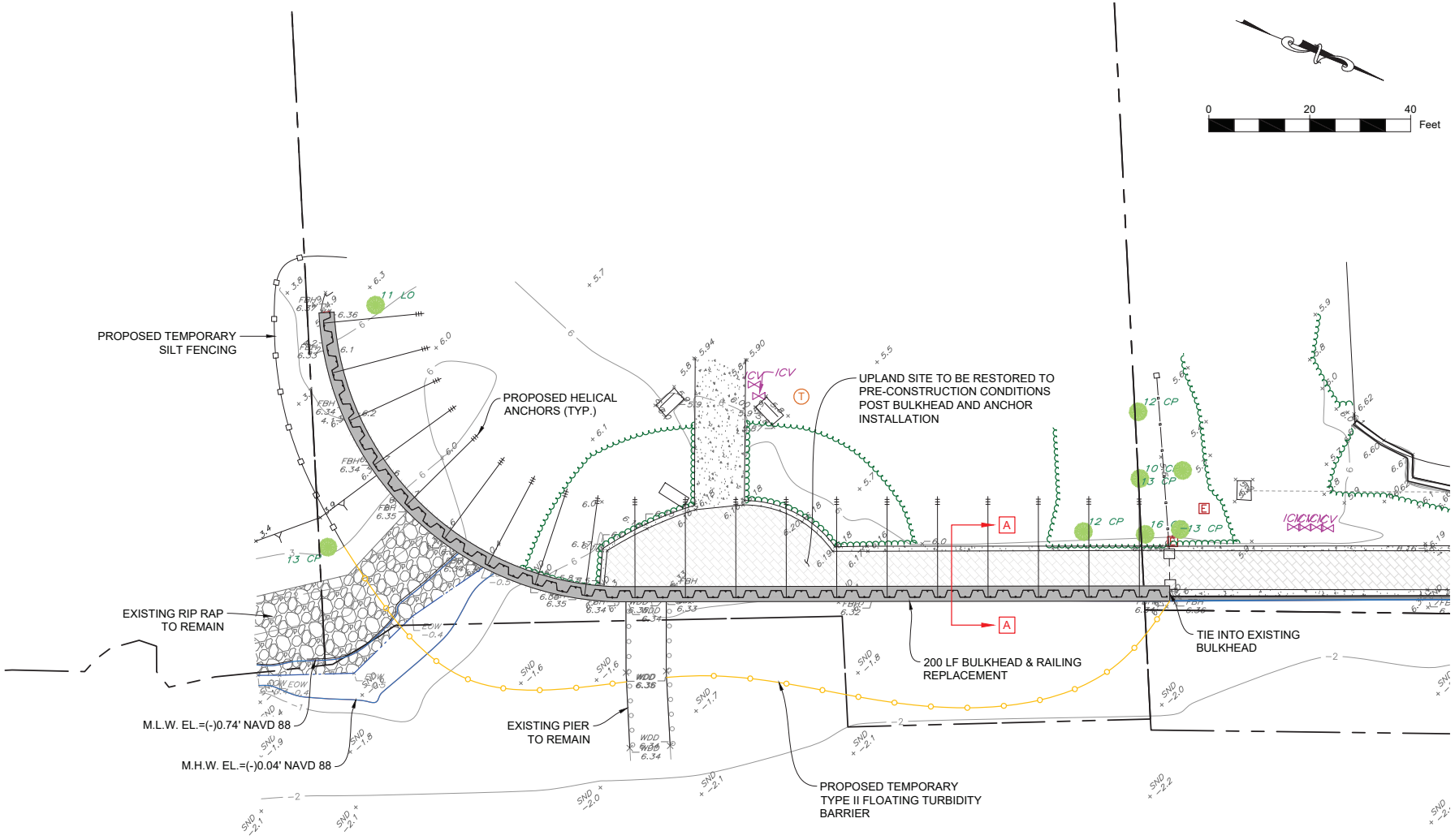
PROJECT NAME:
RIVERSIDE PARK
BULKHEAD REPLACEMENT

Dredging & Marine Consultants
4643 S. Clyde Morris Blvd
Unit 302
Port Orange, FL 32129
Phone:(386) 304-6505

HOLLY HILL

Drawing Name: D:\My ShareSync\DMC Projects (2)\037 - City of Holly Hill\23-037-04 Riverside Park Bulkhead Repair\Drawings\Permit Drawings.dwg By: DMC-User Tab: DEMO 6/04/2024

Attachment: Exhibit A - Riverside Park Bulkhead Replacement 22BG10 (2025-R-7 : Riverside Park



SITE PLAN
1" = 20'

DRAWING: SITE PLAN
DMC JOB NO.: 23-037-04
DRAWN: BL CAD C3D
SHOWN 07-2024

PROJECT NAME:
RIVERSIDE PARK
BULKHEAD REPLACEMENT

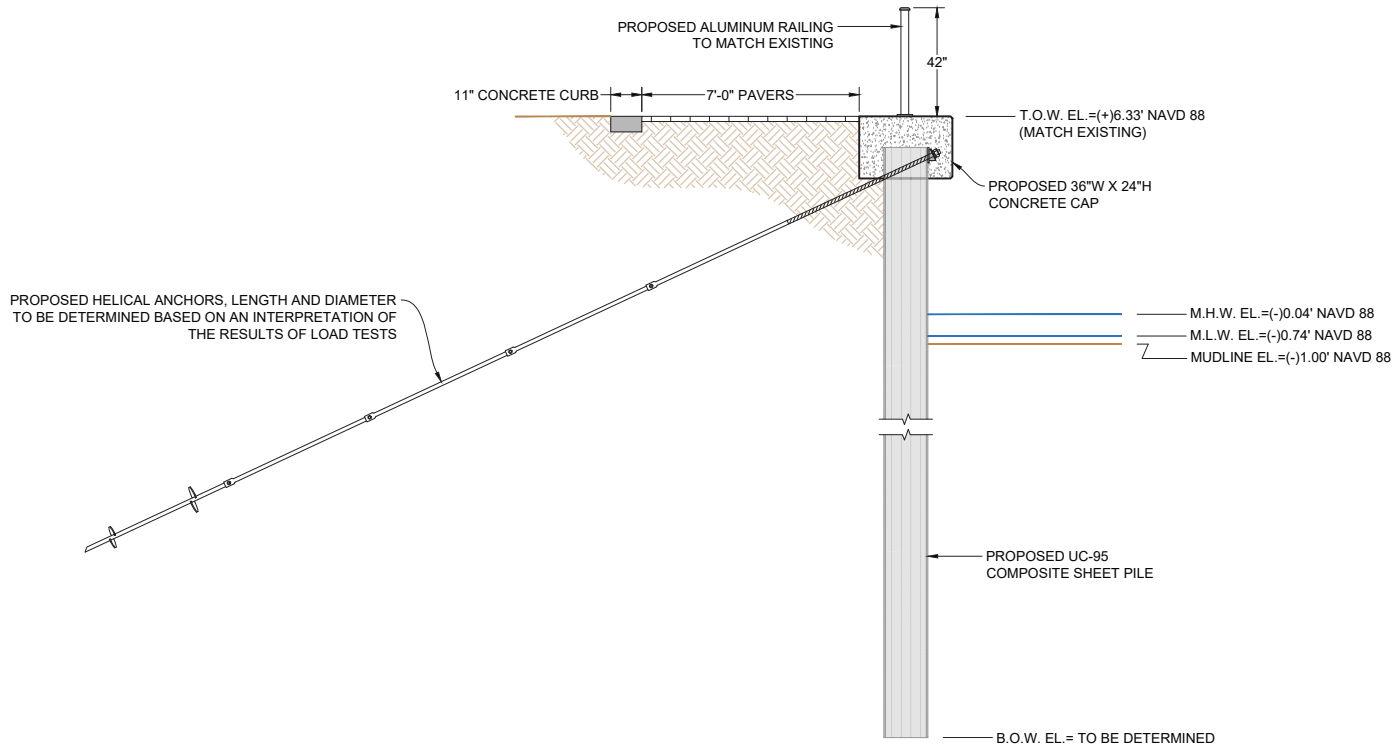
Dredging & Marine Consultants
4643 S. Clyde Morris Blvd
Unit 302
Port Orange, FL 32129
Phone:(386) 304-6505

HOLLY HILL

Attachment: Exhibit A - Riverside Park Bulkhead Replacement 22BG10 (2025-R-7 : Riverside Park

Drawing Name: D:\My ShareSync\DMC Projects (2)\037 - City of Holly Hill\23-037-04 Riverside Park Bulkhead Repair\Drawings\Permit Drawings.dwg By: DMC User Tab: SITE 6/04/2024

NOTE:
ALL PAVERS REMOVED DURING SEAWALL AND ANCHOR CONSTRUCTION SHALL BE REINSTALLED.



BULKHEAD CROSS-SECTION A-A
1" = 4'

DRAWING: BULKHEAD CROSS-SE
DMC JOB NO.: 23-037-04
DRAWN: BL | CAD | C3D | SHOWN | 07-2024

PROJECT NAME:
RIVERSIDE PARK
BULKHEAD REPLACEMENT

Dredging & Marine Consultants
4643 S. Clyde Morris Blvd
Unit 302
Port Orange, FL 32129
Phone:(386) 304-6505

HOLLY HILL

Attachment: Exhibit A - Riverside Park Bulkhead Replacement 22BG10 (2025-R-7 : Riverside Park

Drawing Name: D:\My ShareSync\DMC Projects (2)\037 - City of Holly Hill\23-037-04 Riverside Park Bulkhead Repair\Drawings\Permit Drawings.dwg By: DMC-User Tab: X-S 6/04/2024

STANDARD MANATEE CONDITIONS FOR IN-WATER WORK
2011

The permittee shall comply with the following conditions intended to protect manatees from direct project effects:

a. All personnel associated with the project shall be instructed about the presence of manatees and manatee speed zones, and the need to avoid collisions with and injury to manatees. The permittee shall advise all construction personnel that there are civil and criminal penalties for harming, harassing, or killing manatees which are protected under the Marine Mammal Protection Act, the Endangered Species Act, and the Florida Manatee Sanctuary Act.

b. All vessels associated with the construction project shall operate at "Idle Speed/No Wake" at all times while in the immediate area and while in water where the draft of the vessel provides less than a four-foot clearance from the bottom. All vessels will follow routes of deep water whenever possible.

c. Siltation or turbidity barriers shall be made of material in which manatees cannot become entangled, shall be properly secured, and shall be regularly monitored to avoid manatee entanglement or entrapment. Barriers must not impede manatee movement.

d. All on-site project personnel are responsible for observing water-related activities for the presence of manatee(s). All in-water operations, including vessels, must be shutdown if a manatee(s) comes within 50 feet of the operation. Activities will not resume until the manatee(s) has moved beyond the 50-foot radius of the project operation, or until 30 minutes elapses if the manatee(s) has not reappeared within 50 feet of the operation. Animals must not be herded away or harassed into leaving.

e. Any collision with or injury to a manatee shall be reported immediately to the Florida Fish and Wildlife Conservation Commission (FWC) Hotline at 1-888-404-3922. Collision and/or injury should also be reported to the U.S. Fish and Wildlife Service in Jacksonville (1-904-731-3336) for north Florida or Vero Beach (1-772-562-3909) for south Florida, and to FWC at ImperiledSpecies@myFWC.com

f. Temporary signs concerning manatees shall be posted prior to and during all in-water project activities. All signs are to be removed by the permittee upon completion of the project. Temporary signs that have already been approved for this use by the FWC must be used. One sign which reads *Caution: Boaters* must be posted. A second sign measuring at least 8 ½" by 11" explaining the requirements for "Idle Speed/No Wake" and the shut down of in-water operations must be posted in a location prominently visible to all personnel engaged in water-related activities. These signs can be viewed at MyFWC.com/manatee. Questions concerning these signs can be sent to the email address listed above.



UNITED STATES DEPARTMENT OF COMMERCE
National Oceanic and Atmospheric Administration
NATIONAL MARINE FISHERIES SERVICE
Southeast Regional Office
263 13th Avenue South
St. Petersburg, FL 33701

SEA TURTLE AND SMALLTOOTH SAWFISH CONSTRUCTION CONDITIONS

The permittee shall comply with the following protected species construction conditions:

a. The permittee shall instruct all personnel associated with the project of the potential presence of these species and the need to avoid collisions with sea turtles and smalltooth sawfish. All construction personnel are responsible for observing water-related activities for the presence of these species.

b. The permittee shall advise all construction personnel that there are civil and criminal penalties for harming, harassing, or killing sea turtles or smalltooth sawfish, which are protected under the Endangered Species Act of 1973.

c. Siltation barriers shall be made of material in which a sea turtle or smalltooth sawfish cannot become entangled, be properly secured, and be regularly monitored to avoid protected species entrapment. Barriers may not block sea turtle or smalltooth sawfish entry to or exit from designated critical habitat without prior agreement from the National Marine Fisheries Service's Protected Resources Division, St. Petersburg, Florida.

d. All vessels associated with the construction project shall operate at "no wake/idle" speeds at all times while in the construction area and while in water depths where the draft of the vessel provides less than a four-foot clearance from the bottom. All vessels will preferentially follow deep-water routes (e.g., marked channels) whenever possible.

e. If a sea turtle or smalltooth sawfish is seen within 100 yards of the active daily construction/dredging operation or vessel movement, all appropriate precautions shall be implemented to ensure its protection. These precautions shall include cessation of operation of any moving equipment closer than 50 feet of a sea turtle or smalltooth sawfish. Operation of any mechanical construction equipment shall cease immediately if a sea turtle or smalltooth sawfish is seen within a 50-ft radius of the equipment. Activities may not resume until the protected species has departed the project area of its own volition.

f. Any collision with and/or injury to a sea turtle or smalltooth sawfish shall be reported immediately to the National Marine Fisheries Service's Protected Resources Division (727-824-5312) and the local authorized sea turtle stranding/rescue organization.

g. Any special construction conditions, required of your specific project, outside these general conditions, if applicable, will be addressed in the primary consultation.

Revised: March 23, 2006
O:\forms\Sea Turtle and Smalltooth Sawfish Construction Conditions.doc

DRAWING: ENVIRONMENTAL
DMC JOB NO: 23-037-04
DRAWN: BL CAD C3D SHOWN 07-2024
PROJECT NAME: RIVERSIDE PARK BULKHEAD REPLACEMENT

Dredging & Marine Consultants
4643 S. Clyde Morris Blvd
Unit 302
Port Orange, FL 32129
Phone:(386) 304-6505

HOLLY HILL

Attachment: Exhibit A - Riverside Park Bulkhead Replacement 22BG10 (2025-R-7 : Riverside Park

Drawing Name: D:\My ShareSync\DMC Projects (2)\037 - City of Holly Hill\23-037-04 Riverside Park Bulkhead Repair\Drawings\Permit Drawings.dwg By: DMC-User Tab: ENV 6/04/2024

SECTION 00 30 00
PROPOSAL

FOR

CITY OF HOLLY HILL

RIVERSIDE PARK BULKHEAD REPLACEMENT

BID NO. 22-BG-10

(To be completed in Duplicate)

Bidder's Name: Gregori Construction Inc.

Submitted: 12/17, 2024

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

To Whom it May Concern:

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

Attachment: Exhibit B - Holly Hill Riverside Park Bulkhead Replacement Bid - Gregori Construction (2025-R-7 : Riverside Park Bulkhead

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 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,

RIVERSIDE PARK BULKHEAD REPLACEMENT

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.

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTA AMOU
1	Mobilization and Demobilization	1	LS	57,000.00	57,000.
2	Construction Survey and As-Built Survey	1	LS	6,725.00	6,725.(
3	Environmental Protection and Compliance	1	LS	2,000.00	2,000.(
4	Temporary Traffic Control	1	LS	1,500.00	1,500.0
5	Demolition, Hauling and Disposal	1	LS	3,500.00	3,500.0
6	Reinforced Concrete Cap (includes Concrete Plugs)	45	CY	1,800.00	81,000.0
7	CMI UC-95 Composite Sheet Pile	200	LF	1,700.00	340,000.0
8	Helical Anchor System	17	EA	4,500.00	76,500.0
9	Flowable Fill (MR)	~~25~~ ~~115~~	CY	550.00	13,750.0
10	Rock Revetment	58	TN	130.00	7,540.0
11	Remove and Replace Existing Brick Pavers	1,200	SF	18.00	21,600.(
12	Concrete Ribbon Curb	195	LF	70.00	13,650.(
13	Railing	195	LF	60.00	11,700.(
				SUBTOTAL	636,465
				Contingency 10%	63,646.
				TOTAL	700,111.

LS = Lump Sum, LF = Linear Feet, CY = Cubic Yard, EA = Each, TN = Ton, SF = Square feet

Attachment: Exhibit B - Holly Hill Riverside Park Bulkhead Replacement Bid - Gregori Construction (2025-R-7 : Riverside Park Bulkhead

The bid total is:

SEVEN HUNDRED THOUSAND ONE HUNDRED ELEVEN + 50/100

(In Words)

Dollars $ 700,111.50 (In Figures)

Attachment: Exhibit B - Holly Hill Riverside Park Bulkhead Replacement Bid - Gregori Construction (2025-R-7 : Riverside Park Bulkhead

SIGN

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:
(Name, legal status and address)

Gregori Construction Inc.
3067 U.S. Highway 1
Mims, FL 32754

SURETY:
(Name, legal status and principal place of business)

Great American Insurance Company
301 East Fourth Street
Cincinnati, OH 45202

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

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

OWNER:
(Name, legal status and address)

City of Holly Hill
1065 Ridgewood Avenue
Holly Hill, FL 32117

BOND AMOUNT: $ 5% Five Percent of Amount Bid

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

Replacement of 22LF bulkhead at Riverside Park. Work includes reinforced concrete cap, composite sheet piles, and helical anchor system.
231 Riverside Dr Holly Hill, FL 32117

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

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

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 17th day of December, 2024

(Witness)

Gregori Construction Inc.
(Principal) *(Seal)*

By: _____
(Title) ANDREW M. GREGORI, VP

(Witness) Madeline Lovett

Great American Insurance Company
(Surety) *(Seal)*

By: Pamela M. Anderson
(Title) Pamela M. Anderson Attorney-in-Fact

S-0054/AS 8/10

Attachment: Exhibit B - Holly Hill Riverside Park Bulkhead Replacement Bid - Gregori Construction (2025-R-7 : Riverside Park Bulkhead

GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by this power of attorney is not more than 1

Bond No. Bid Bond)

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, the specific bond, undertaking or contract of suretyship referenced herein; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below. The bond number on this Power of Attorney must match the bond number on the bond to which it is attached or it is invalid.

Name	Address	Limit of Power
Pamela M. Anderson	225 North Shore Drive, Suite 300 Pittsburgh, PA 15212	$100,000,000.00

Principal: Gregori Construction Inc.
Obligee: City of Holly Hill

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 17th day of December, 2024.

Attest

GREAT AMERICAN INSURANCE COMPANY

Assistant Secretary

Divisional Senior Vice President

MARK VICARIO (877-377-2405)

STATE OF OHIO, COUNTY OF HAMILTON - ss:

On this 17th day of December, 2024, before me personally appeared MARK VICARIO, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.

SUSAN A KOHORST
Notary Public
State of Ohio
My Comm. Expires
May 18, 2025

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisonal Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this 17th day of December, 2024.

Assistant Secretary

S1194E (05/20)

Attachment: Exhibit B - Holly Hill Riverside Park Bulkhead Replacement Bid - Gregori Construction (2025-R-7 : Riverside Park Bulkhead

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. 1, 2 Dated: 12/03/24 Addendum No.Dated: 6 12/13/24
Addendum No. 3, 4 Dated: 12/13/24 Addendum No.Dated: 7 12/13/24
Addendum No. 5 Dated: 12/13/24 Addendum No.Dated: 8 12/16/24

Attached hereto is a cashier's check on the _____ Bank of _____ or Bid Bond for the sum of 5% OF BID APPROX ($32,000.00) Dollars (_____),

made payable to CITY OF HOLLY HILL (Owner).

ANDREW M. GREGORI / GREGORI CONSTRUCTION INC.
(Name of Bidder) (Affix Seal)

(Signature of Officer)

VICE PRESIDENT
(Title of Officer)

GREGORI CONSTRUCTION INC
Name of Bidder

3067 US HIGHWAY 1
Address

MIMS, FL 32754
City/State/Zip

321-607-6160
Telephone

CGC # 1512990
Contractor's Florida License Number

The full names and residences of persons and firms interested in the foregoing bid, as principals, are as follows:

ANDREW M. GREGORI
RICHARD GREGORI
PETER GREGORI

END OF SECTION

Attachment: Exhibit B - Holly Hill Riverside Park Bulkhead Replacement Bid - Gregori Construction (2025-R-7 : Riverside Park Bulkhead

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.
Gregori Construction Inc.

B. Permanent main office address.
3067 US Highway 1 Mims FL 32754

C. When organized.
1989

D. If a corporation, where incorporated.
Pennsylvania

E. How many years have you been engaged in the contracting business under your present firm or trade name? 34 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.
Heavy Highway, Heavy Civil, Utility

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 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: $ 1,000,000.00

Attachment: Exhibit B - Holly Hill Riverside Park Bulkhead Replacement Bid - Gregori Construction (2025-R-7 : Riverside Park Bulkhead

O. Give bank reference: See Attached Application of Credit

P. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the Owner?

YES

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 16TH day of DECEMBER, 2024.

GREGORI CONSTRUCTION INC.
Name of Bidder
By: ANDREW M. GREGORI VP
Title

State of FLORIDA

County of BROWARD

ANDREW M. GREGORI being duly sworn deposes and says that he is the VICE PRES. of GREGORI CONSTRUCTION INC. and that the answers to the CITY OF HOLLY HILL Name of Organization foregoing questions and all statements therein contained are true and correct.

Subscribed and sworn to before me this 17th day of DEC., 2024.

Tawnya R Worst
Notary Public

Tawnya R Worst
Notary Public (Print or Type) My commission expires: 8/22/2027

Notary Public State of Florida
Tawnya R Worst
My Commission HH 436438
Expires 8/22/2027

Attachment: Exhibit B - Holly Hill Riverside Park Bulkhead Replacement Bid - Gregori Construction (2025-R-7 : Riverside Park Bulkhead

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
Helical Anchor Install	R. B Earnest Construction	1) 2) 3)
Curbing Contractor	KC Curb of Orlando	1) 2) 3)
		1) 2) 3)
		1) 2) 3)

END OF SECTION

Attachment: Exhibit B - Holly Hill Riverside Park Bulkhead Replacement Bid - Gregori Construction (2025-R-7 : Riverside Park Bulkhead

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	City Island Daytona Wall, Cap, and UC-95 Sheet Piling	Volusia County	Wall, Cap, and UC-95 Sheet Piling $1,582,000		October 2022 to July 2023
2	27th Street Beach Ramp, NSB	Volusia County	Sheet Piles and Cap $650,000		January 2022 to May 2022
3	SeaOats Sea Wall Sheet Pile	SeaOats Owners Association	Seawall Sheet Piles $150,000		Feb 2023 to May 2023

END OF SECTION

Attachment: Exhibit B - Holly Hill Riverside Park Bulkhead Replacement Bid - Gregori Construction (2025-R-7 : Riverside Park Bulkhead

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 Holly Hill Bulkhead 22-BG-10.

This sworn statement is submitted by Gregori Construction Inc. whose business address is 3067 US Highway 1, Mims, Fl 32754 and (if applicable) its Federal Employer Identification Number (FEIN) is 23-2938638. (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)

My name is Andrew M. Gregori any my relationship to the entity named above is Vice 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,

Attachment: Exhibit B - Holly Hill Riverside Park Bulkhead Replacement Bid - Gregori Construction (2025-R-7 : Riverside Park Bulkhead

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 - Holly Hill Riverside Park Bulkhead Replacement Bid - Gregori Construction (2025-R-7 : Riverside Park Bulkhead

(Signature) _____ Date: 12/17/2024

State of Florida County of Brevard

PERSONALLY APPEARED BEFORE ME, the undersigned authority, Andrew Gregori who, after first being sworn by me, affixed his/her signature in the space provided above on this 17th day of December, 2024.

_____
Notary Public

My Commission Expires:

Notary Public State of Florida
Tawnya R Worst
My Commission HH 436438
Expires 8/22/2027

Attachment: Exhibit B - Holly Hill Riverside Park Bulkhead Replacement Bid - Gregori Construction (2025-R-7 : Riverside Park Bulkhead

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: Gregori Construction Inc.

SIGNED BY: Andrew M. Gregori

(MUST BE SIGNED BY A COMPANY OFFICER OR AUTHORIZED AGENT)

TITLE: Vice President

ADDRESS: 3067 US Highway 1

CITY AND STATE: Mims, Fl 32754

TELEPHONE: 321-607-6160

COMPLETION TIME: 210 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 - Holly Hill Riverside Park Bulkhead Replacement Bid - Gregori Construction (2025-R-7 : Riverside Park Bulkhead

SECTION 00 48 60
COMPLIANCE WITH THE PUBLIC RECORDS LAW

Project Number: **22-BG-10**

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: Gregori Construction Inc.

Authorized representative (printed): Andrew M. Gregori

Authorized representative (signature): _____

Date: 12/17/2024

END OF SECTION

Attachment: Exhibit B - Holly Hill Riverside Park Bulkhead Replacement Bid - Gregori Construction (2025-R-7 : Riverside Park Bulkhead

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 drugfree 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 B - Holly Hill Riverside Park Bulkhead Replacement Bid - Gregori Construction (2025-R-7 : Riverside Park Bulkhead

SECTION 00302

TRENCH SAFETY AFFIDAVIT

COMPLIANCE WITH FLORIDA TRENCH SAFETY ACT (90-96, LAWS OF FLORIDA)

Bidder hereby acknowledges that all costs for complying with the Florida Trench Safety Act, (90-96, Laws of Florida), effective October 1, 1990, are included in the various items of the Bid and in the total Bid price. The Contractor hereby gives assurance that, if awarded the Contract, they or subcontractor performing trench excavation work on the project will comply with the applicable trench safety standards.

For informational purposes only, the Bidder is required to further identify these costs, to be summarized below:

Trench Safety Measure Description	Units of Measure (LF, SY)	Unit (Quantity)	Unit Cost	Extended Cost
_____	_____	_____	$_____	$_____
_____	_____	_____	$_____	$_____
_____	_____	_____	$_____	$_____
_____	_____	_____	$_____	$_____
_____	_____	_____	$_____	$_____
TOTAL				$_____

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.

FAILURE TO COMPLETE THE ABOVE SHALL RESULT IN THE BID BEING DECLARED NON-RESPONSIVE

Signature below is recognition by the Bidder that compliance with all applicable OSHA regulations is a requirement of this contract and the responsibility of the Contractor.

_____ 12/17/2024

Authorized Signature Andrew M. Gregori, VP Date

NOTE: THIS IS NOT A PAY ITEM. The purpose of this form is to disclose information on the costs associated with trench safety measures and to ensure that the Bidder has considered these costs and included them in the Bid price. Contractor will not receive additional payment if actual quantities differ from those estimated above or if the Contractor uses a safety measure different than those listed.

00 49 00

Attachment: Exhibit B - Holly Hill Riverside Park Bulkhead Replacement Bid - Gregori Construction (2025-R-7 : Riverside Park Bulkhead

E-VERIFY COMPLIANCE

Affidavit of E-Verify Requirements
Compliance
BID NO. 22-BG-10

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.

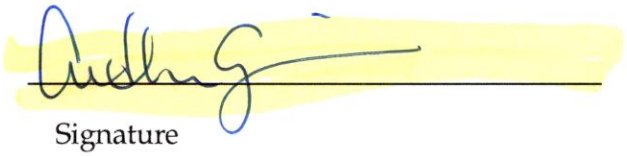
1. The Consultant/Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Consultant/Contractor during the term of the Agreement and shall expressly require any subcontractors performing work or providing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

Gregori Construction Inc., Mims, Fl 32754

Consultant/Contractor Name and Address



Signature

Andrew M. Gregori, Vice President

Name and Title

Attachment: Exhibit B - Holly Hill Riverside Park Bulkhead Replacement Bid - Gregori Construction (2025-R-7 : Riverside Park Bulkhead

SECTION 00 50 00

AGREEMENT

THIS AGREEMENT, entered into this 17th day of December, 2024, by the City of Holly Hill, Florida, hereinafter called the OWNER, Party of the First Part, and a CORPORATION known as Gregori Construction Inc. organized and existing under the laws of the State of Florida; PARTNERSHIP known as _____ consisting of the following members: _____ an INDIVIDUAL _____ trading as Gregori Construction Inc. of 3067 US Highway 1 City Mims State of Florida Zip Code 32754, 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:

Riverside Park Bulkhead Replacement

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 **180 days.**

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 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

Attachment: Exhibit B - Holly Hill Riverside Park Bulkhead Replacement Bid - Gregori Construction (2025-R-7 : Riverside Park Bulkhead

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 50% 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 (5%) of the amount of each estimate.

2. .

2. 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.

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.

Attachment: Exhibit B - Holly Hill Riverside Park Bulkhead Replacement Bid - Gregori Construction (2025-R-7 : Riverside Park Bulkhead

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

Gregori Construction Inc.

WITNESS: CONTRACTOR

_____ By_____

END OF SECTION

Attachment: Exhibit B - Holly Hill Riverside Park Bulkhead Replacement Bid - Gregori Construction (2025-R-7 : Riverside Park Bulkhead

SECTION 00501

CORPORATE RESOLUTION

I, Andrew Gregori, Board President of Gregori Construction, Inc., a corporation organized and existing under the laws of the State of Florida, hereby certify that at a meeting of the Board of Directors of the Corporation duly called and held on _____, 202__, at which a quorum was present and acting throughout, the following resolutions were adopted and are now in full force and effect:

RESOLVED that the following individual of this corporation is authorized to execute on behalf of this corporation a bid and agreement for services the construction Riverside Park Bulkhead of , which bid and agreement includes a hold harmless and indemnification clause.

I further certify that the names of the officers of this corporation and any other persons authorized to act under this resolution and their official signatures are as follows:

NAME	OFFICIAL SIGNATURE
Andrew M. Gregori	

IN WITNESS WHEREOF, I have hereunto subscribed my name as Board President **and affixed the seal of the corporation** this 17th day of Dec., 2024.

BOARD PRESIDENT SIGNATURE: _____

00 62 00

Attachment: Exhibit B - Holly Hill Riverside Park Bulkhead Replacement Bid - Gregori Construction (2025-R-7 : Riverside Park Bulkhead

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. To Be Submitted Upon Award

_____

(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 B - Holly Hill Riverside Park Bulkhead Replacement Bid - Gregori Construction (2025-R-7 : Riverside Park Bulkhead

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)

TO BE SUBMITTED UPON AWARD.

My Commission Expires: _____

END OF SECTION

Attachment: Exhibit B - Holly Hill Riverside Park Bulkhead Replacement Bid - Gregori Construction (2025-R-7 : Riverside Park Bulkhead

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 _____.

Reference 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.)

TO BE SUBMITTED UPON AWARD

END OF SECTION

Attachment: Exhibit B - Holly Hill Riverside Park Bulkhead Replacement Bid - Gregori Construction (2025-R-7 : Riverside Park Bulkhead

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 Hall & Ogle Architects, Inc., located at 208 Magnolia Avenue, Daytona Beach, Florida 32114.

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

State of _____

County of _____

Sworn to and subscribed before me this _____ day of _____, 20 _____.

_____
Notary Public

To Be Submitted Upon Award

My Commission Expires: _____

Attachment: Exhibit B - Holly Hill Riverside Park Bulkhead Replacement Bid - Gregori Construction (2025-R-7 : Riverside Park Bulkhead

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

Request for Taxpayer Identification Number and Certification

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

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

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

Print or type. See *Specific Instructions* on page 3.

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

Gregori Construction Inc

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

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

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

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

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

☐ Other (see instructions)

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

Exempt payee code (if any)

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

(Applies to accounts maintained outside the United States.)

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

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

PO Box 121, 736 Ekastown Rd

Requester's name and address (optional)

6 City, state, and ZIP code

Sarver, PA 16055

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

2	3	–	2	9	3	8	6	3	8

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here Signature of U.S. person

Date October 2, 2024

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

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

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

Purpose of Form

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

Attachment: Exhibit B - Holly Hill Riverside Park Bulkhead Replacement Bid - Gregori Construction (2025-R-7 : Riverside Park Bulkhead

Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

JARED W. PERDUE, P.E.
SECRETARY

May 03,2024

GREGORI CONSTRUCTION, INC.
PO BOX 121
SARVER, PENNSYLVANIA 16055

RE: CERTIFICATE OF QUALIFICATION

The Department of Transportation has qualified your company for the type of work indicated below.

FDOT APPROVED WORK CLASSES:
DRAINAGE, FLEXIBLE PAVING, GRADING, GRASSING, SEEDING AND SODDING, INTERMEDIATE BRIDGES, MINOR BRIDGES, SIDEWALK, Curb & Gutter, Driveways, Rip Rap, Steel Sheet Piling

Unless notified otherwise, this Certificate of Qualification will expire **6/30/2025.**

In accordance with Section 337.14(4), Florida Statutes, changes to Ability Factor or Maximum Capacity Rating will not take effect until after the expiration of the current certificate of prequalification (if applicable).

In accordance with Section 337.14(1), Florida Statutes, an application for qualification must be filed within (4) months of the ending date of the applicant's audited annual financial statements.

If the company's maximum capacity has been revised, it may be accessed by logging into the Contractor Prequalification Application System via the following link:
HTTPS://fdotwp1.dot.state.fl.us/ContractorPreQualification

Once logged in, select "View" for the most recently approved application, and then click the "Manage" and "Application Summary" tabs.

The company may apply for a Revised Certificate of Qualification at any time prior to the expiration date of this certificate according to Section 14-22.0041(3), Florida Administrative Code (F.A.C.), by accessing the most recently approved application as shown above and choosing "Update" instead of "View." If certification in additional classes of work is desired, documentation is needed to show that the company has performed such work.

All prequalified contractors are required by Section 14-22.006(3), F.A.C., to certify their work underway monthly in order to adjust maximum bidding capacity to available bidding capacity. You can find the link to this report at the website shown above.

Sincerely,

James E. Taylor II

James E. Taylor II, Prequalification Supervisor
Contracts Administration Office

JTII

Attachment: Exhibit B - Holly Hill Riverside Park Bulkhead Replacement Bid - Gregori Construction (2025-R-7 : Riverside Park Bulkhead

Gregori Construction Inc.

Project:	Owner:	Contact	Contract Value:	
Hall Road Pump Station FL	BREVCO	Bach McClure	$893,727.02	**GC:** nty Engineering
	2725 Judge Fran Jamieson Way	(321) 350-8397 **P**		
Project Description:	Viera FL 32944	None **F**	bach.mcclure@brevardfl.gov	**Proj Date:** 2021-12-22

Site work in support of construction of a new pump station. Includes 38x54 ERCP crossing of Hall Rd. and deflection of 4 EA water mains (6" dia. - 12" doa.) The project also includes the replacement of an existing mosquito control sheet pile control weir system, earthwork improvements to an existing mosquito control impoundment basin and a 150 FT long x 8 FT tall Readi Rock retaining wall.

Thrush Drive Baffle Box FL	MELBOURNE	Ms. Dani Straub, P	$609,394.00	**GC:** onstruction Inc.
	900 E. Strawbridge Ave.	(321) 608-7300 **P**		
Project Description:	Melbourne FL 32901	None **F**	Dani.Straub@mlbfl.org	**Proj Date:** 2021-06-22

Installation of stormwater baffle box (approx. 24' x 26'), installation of 54" (24 LF) RCP & 60" RCP (64 LF), excavation shoring (trench box and steel sheet pile), rip rap, concrete curb & sidewalk.

Thornby Park Water Quality Imp	VOLUSIAC	Lori Koontz	$228,107.00	**GC:** onstruction Inc.
	2560 W. SR 44	(386) 822-6422 **P**		
Project Description:	Deland FL 32720	None **F**	LKoontz@Volusia.org	**Proj Date:** 2020-12-03

Installation of 2 EA nutrient separating baffle boxes, 30" RCP (67 LF) and 42" RCP (15 LF), excavation, excavation support (trench box & steel sheet pile), roadway stabilization & base (125 SY), asphalt paving (26 Ton).

Perini Neal Project	PERINI	Bob Collie	$997,041.00	**GC:**
	73 Mt. Wayte Ave.	(508) 628-2015 **P**		
Project Description:	Framingham MA 01701	None **F**	Rcollie@perini.com	**Proj Date:** 2022-11-24

Site and utility construction for NASA building addition. Excavation and backfill for drilled pile cap construction, excavation, grading, storm, sanitary sewer, and fire water service line construction, asphalt driveway stabilization, base, and pavement.

Packet Pg. 200
4.1.b
Attachment: Exhibit B - Holly Hill Riverside Park Bulkhead Replacement Bid - Gregori Construction (2025-R-7 : Riverside Park Bulkhead

Gregori Construction Inc.

Project:	Owner:	Contact	Contract Value:	
Palm Bay Garvey Box Culverts	City of Palm Bay	Hector Franco, PM	$557,147.75	**GC:** ori Construction
	120 Malabar Rd. SE	(321) 952-3400 **P**		
Project Description:	Palm Bay FL 32907	(321) 952-3401 **F**	Hector.Franco@palmbayflorida.	**Proj Date:** 2019-11-30

Removal of existing metal culvert pipe in two locations and installation of 8'x6' precast concrete box culvert (96 FT) and 9'x5' precast concrete box culvert (104 FT). Each location included excavation, water diversion & dewatering, CIP concrete headwalls & wingwalls, roadway base repair, and asphalt paving.

FL Cruise Ports Storage Fac.	Florida Cruise Ports	Matt Phillips	$584,376.80	**GC:**
	273 Crockett Blvd.	(321) 305-6969 **P**		
Project Description:	Merritt Islan FL 32953	(321) 305-6998 **F**	matt@floridacruiseports.com	**Proj Date:** 2020-02-01

Excavation of retention pond; grading, stabilization & concrete paving for 30,000 SF driveway; furnishing and installation of sewage lift station & sanitary sewer force main; installation of waterline (6", directional bored) and fire hydrant; construction of CMU wall w/ concrete footing; installation of ornamental fence and motorized gate.

Titusville - S. St. Baffle Box - 2019	City of Titusville	Sandra Reller	$635,125.00	**GC:**
	2910 Garden Street	(321) 567-3733 **P**		
Project Description:	Titusville FL 32796	(321) 383-5328 **F**	Sandra.Reller@Titusville.com	**Proj Date:** 2019-06-01

Furnish and install one (1) baffle box at Palmetto St. / Washington Ave; and one (1) baffle box in Wager Avenue/Palmetto St., and one (1) baffle box by the South Street Ball Fields. Associated dewatering, sidewalk repair, roadway repair.

Palm Bay Box Culverts	City of Palm Bay	Hector Franco	$845,462.65	**GC:** ori Construction
	1050 Malabar Rd	(321) 952-3400 **P**		
Project Description:	Palm Bay FL 32907	None **F**	nicholas.gagliardo@palmbayflor	**Proj Date:** 2019-10-30

IFB #49-2018/SB Culvert Replacements on C-75 Canal - Pembroke, Emerson and Pebble for the City of Palm Bay. Removal and disposal of three separate CMP culvert crossings along the Melbourne Tillman Water Control District Canal No. 75, , replacement with precast concrete box culverts (9x6, 9x7, 10x6) w/ CIP wingwalls, and restoration .

Packet Pg. 201
4.1.b
Attachment: Exhibit B - Holly Hill Riverside Park Bulkhead Replacement Bid - Gregori Construction (2025-R-7 : Riverside Park Bulkhead

Attachment: Exhibit B - Holly Hill Riverside Park Bulkhead Replacement Bid - Gregori Construction (2025-R-7 : Riverside Park Bulkhead

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	City Island Seawall	Volusia County	$1,580,000 790 FT long composite seawall with concrete cap, minor drainage/sitework.	Charles Conway 386-804-7403 cconway@volusia.org	Jun 2022 – April 2023
2	27th Ave. Beach Ramp	City of New Smyrna Beach / GPS Civil (GC)	$ 178,000 Concrete pile seawall w/ concrete cap.	Greg Schlaffer 386-872-5822 greg@gpscivil.com	Aug 2022 – Dec 2022
3	Club Sea Oats Retaining Wall	Club Sea Oats, Daytona Beach Shores	$158,000 Concrete pile seawall w/ concrete cap	Parker Osborn 574-780-2214 parker@oclindustries.com	March 2024 – May 2022
4	OceanQuest Seawall	OceanQuest Condo Assoc.	$915,000 CIP concrete seawall extension (vertical)	Shailesh Patel (DMC) 386-304-6505 spatel@dmces.com	Jan 2024 – April 2024

END OF SECTION

STATUS OF CONTRACTS ON HAND

Give full information about all of your contracts, whether prime or subcontracts;
whether in progress or awarded but not yet begun; and regardless of its location and with whom contracted.

1	2	3	4	5	6	7
CLASSES OF WORK	DOT PROJECTS AND LOCATION OF WORK YOU ARE PERFORMING	CONTRACT (OR SUBCONTRACT) AMOUNT	AMOUNT SUBLET TO OTHERS	BALANCE OF CONTRACT AMOUNT	UNCOMPLETED AMOUNT TO BE DONE BY APPLICANT	
					AS PRIME CONTRACTOR	AS SUBCONTRACTOR
Flex Paving Grading	Orion Marine Construction SR 405 Causeway Bridge Titusville, FL GCI Contract 211530	$ 3,450,000	$ 12,500	$ 3,437,500		$ 350,000
			DOT WORK	$ 3,437,500.00	$ -	
				(Col. 5 Subtotal)	$ -	$ 350,000
CLASSES OF WORK	OTHER (Non-DOT) PROJECTS, OWNER, AND LOCATION OF WORK YOU ARE PERFORMING	CONTRACT (OR SUBCONTRACT) AMOUNT	AMOUNT SUBLET TO OTHERS	BALANCE OF CONTRACT AMOUNT	UNCOMPLETED AMOUNT TO BE DONE BY APPLICANT	
					AS PRIME CONTRACTOR	AS SUBCONTRACTOR
Excavation Drainage Flex Paving Asph Paving Utilities	RUSH Inc. / North American Properties Site Development Titusville, FL GCI Contract 241681 FINISH MARCH 2025	$ 4,088,000	$ 611,600	$ 3,476,400		$ 3,476,400
Drainage	Orion Marine Construction NCB4 Construction Port Canaveral, FL GCI Contract 211648 FINISH JAN 2025	$ 1,806,700	$ 15,100	$ 1,791,600		$ 1,791,600
Excavation Drainage Utilities Flex Paving Asph Paving	CMS Construction PAES Sitework Kennedy Space Center, FL GCI Contract 231663 FINISH DEC 2024	$ 455,500	$ 50,000	$ 405,500		$ 165,500
Flex Paving Grading Hot Mix Asphalt	Ivey's Construction George King Blvd Widening Port Canaveral, FL FINISH SEPT 2025	$ 1,275,000	$ 20,000	$ 1,255,000		$ 187,000
Excavation Dewatering ın. Lift Station	Brevard County Lift Station #33 Replacement Melbourne, FL GCI Contract 231671 FINISH APR 2025	$ 2,695,900	$ 558,100	$ 2,137,800	$ 2,137,800	
			OTHER WORK	$ 9,066,300.00	$ 2,137,800	$ 5,620,500.0

GREGORI CONSTRUCTION INC

Florida Office:
3067 US Hwy 1, Mims, FL 32754 phone: 321-607-6160
Corporate Office:
P.O. Box 121, Sarver, PA 16055 phone: 724-353-1322

Application for Credit

Type of Business:	Heavy Construction	Company Started:	1989
President:	Lance Shreffler	Company Incorporated:	State of PA, Jan. 1998
V. P./Treasurer:	Peter N. Gregori	Federal ID:	23-2938638
Secretary:	Anthony Lascola	D-U-N-S Number:	6085-10855

Accounts Payable Contact: Ryan Morrison, Controller
Email for invoices/statements: invoicesfl@gregori-inc.com

Purchase Order No. Required - YES
Job Number / Name Required - YES

References:

Company:	Anderson Rentals, Inc		**Company:**	HDS White Cap Construction Supply
Address:	3660 US Highway 1m PO Box 765		Address:	501 W. Church Street
	Mims, FL 32754			Orlando, FL 32805
Phone:	321-269-9957		Phone:	407-841-4755
Fax:	321-383-3408		Fax:	407-297-5892
Email:			Email:	
Company:	NAPA Auto Parts		**Company:**	John Thrower Inc.
Address:	714 Ekastown Road		Address:	409 Saxonburg Blvd.
	Sarver, PA 16055			Saxonburg, PA 16056
Phone:	724-353-1518		Phone:	724-352-9421
Fax:			Fax:	724-352-9512
Email:	Jacksparts@hotmail.com		Email:	
Company:	George L. Wilson Company		**Company:**	Frank Bryan Inc.
Address:	220 E. General Robinson Street		Address:	1263 Chartiers Avenue
	Pittsburgh, PA 15212			McKees Rocks, PA 15136
Phone:	412-321-3218		Phone:	412-331-1630
Fax:	412-321-6177		Fax:	412-331-1374
Email:	l.lawless@GeorgeLWilson.com		Email:	vernadeangelis@bryanmaterialsgroup.com
Name of Bank:	Key Bank		**Insurance Agent:**	Seubert & Associates
Contact:	Christey Browne		Contact:	Brian Hartman
Address:	11 Stanwix Street		Address:	225 North Shore Drive, Suite 300
	Pittsburgh, PA 15222			Pittsburgh, PA 15212
Phone:	412-807-2915		Phone:	412-223-1423
Fax:	412-471-2109		Fax:	412-734-5725
Email:	Christey_Browne@keybank.com		Email:	bhartman@seubert.com

By signing below I ask that an account be opened as requested above. Also renew the account annually until the account is canceled. I understand and agree that you may verify and exchange information on me to determint credit responsibility. Full payment of the acccount is due and payable as stipulated in the terms of transacted invoices. A monthly statement will be sent to recap purchases for the month. Any past due balances will be subject to a finance charge. I agree to the terms and conditions set forth to open this account. It is understood that I am financially liable for authorized charges to this account.

Signature: _____
Lance Shreffler, President

Valid for 2024

Attachment: Exhibit B - Holly Hill Riverside Park Bulkhead Replacement Bid - Gregori Construction (2025-R-7 : Riverside Park Bulkhead

Equipment	Unit #	Make	Model	Year
B3 Caterpillar 430D Caterpillar 430D	B3	Caterpillar	430D	
C9 Atlas Copco 185 Air Compressor 2015 Atlas Copco XAS 185 CD 7	C9	Atlas Copco	XAS 185 CD 7	2015
D09 CAT D3 LGP Tractor CAT D3K2LGPCAB	D09	CAT	D3K2LGPCAB	
DT8 Kenworth T880 Dump Truck 2018 Kenworth T880 Dump Truck	DT8	Kenworth	T880 Dump Truck	2018
DT9 Freightliner M2106 Dump Truck Freightliner M2106	DT9	Freightliner	M2106	
E05 Komatsu PC150-6K Excavator Komatsu PC150-6K	E05	Komatsu	PC150-6K	
E09 Komatsu PC400LC-8 Excavator Komatsu PC400LC-8	E09	Komatsu	PC400LC-8	
E20 Caterpillar 316E Excavator 2015 Caterpillar 316E Excavator	E20	Caterpillar	316E Excavator	2015
E22 Caterpillar 304E2CR Excavator 2016 Caterpillar 304E2CR	E22	Caterpillar	304E2CR	2016
E23 Caterpillar 305.5E Excavator 2017 CAT 305.5E	E23	CAT	305.5E	2017
E26 Bobcat 329 Mini Excavator 2006 Bobcat 329	E26	Bobcat	329	2006
E29 CAT 305.5E Mini Excavator CAT 305.5E	E29	CAT	305.5E	
E31 CAT 315FL Hydraulic Excavator Caterpillar 315FL	E31	Caterpillar	315FL	
E39 2021 Komatsu Hydraulic Excavator 2021 Komatsu PC390LC-11	E39	Komatsu	PC390LC-11	2021
E40 2023 Caterpillar Hydraulic Excavator 304-07 2023 Caterpillar	E40	Caterpillar		2023
E41 2024 Komatsu PC490	E41	Komatsu	PC490	2024
FT1 FG 30 Loader FG FG 30	FT1	FG	FG 30	
H10 6in Rotoflo Pump 2021 RWP006 MWI Rotoflo	H10	MWI Rotoflo		
H11 6in Pump Centrif HC551/32 2023 Hudig HC551/32	H11	Hudig	HC551/32	2023
H12 BA150E D285 MP100 6" PUMP on Trailer BBA	H12	BBA		
H4 Thompson 8" Wellpoint Pump 8JSVW-DJDST-45D Thompson 8JSVW-DJDST-45I	H4	Thompson	8JSVW-DJDST-45D	
H5 Gorman Rupp 4" Pump Gorman Rupp 4" Pump	H5	Gorman Rupp	4" Pump	
H6 Thompson Jet Pump 4" 4JCA-DJDST-45T Thompson Jet Pump	H6	Thompson	Jet Pump	
H7 Thompson 6in Piston Well Pump 2016 Thompson 6in Piston Wellpump	H7	Thompson	6in Piston Wellpump	2016
H8 2013 Pump BBA 6" PT90 2013 BBA PT90	H8	BBA	PT90	2013
H9 8in 2013 Thompson Pump 2013 Thompson 8RW-DJDS-45D-MC	H9	Thompson	8RW-DJDS-45D-MC	2013
HM7 HPSI 150 Vibratory Hammer HPSI 150 HAMMER	HM7	HPSI	150 HAMMER	
L04 JLG Sky Trak 6042 Loader 2007 JLG Sky Trak 6042	L04	JLG	Sky Trak 6042	2007
L06 John Deere 204KXT Loader 2015 John Deere 204KXT Loader	L06	John Deere	204KXT Loader	2015
L10 L10 Komatsu WA270-8 Loader Komatsu WA270-8	L10	Komatsu	WA270-8	
L12 Caterpillar 938M Wheel Loader 2019 Caterpillar	L12	Caterpillar		2019
L13 2023 Komatsu WA 320-8 Wheel Loader 2023 Komatsu WA320-8	L13	Komatsu	WA320-8	2023

LP6 Terex AL4000 Light Plant TEREX AL4000	LP6	TEREX	AL4000	
MG1 2019 John Deere 670G Motor Road Grader 2019 John Deere 670G	MG1	John Deere	670G	2019
P105 2022 Toyota RAV 4 2022 Toyota Rav4	P105	Toyota	Rav4	2022
P50 Dodge 5500 Pickup Truck 2015 Dodge 5500	P50	Dodge	5500	2015
P53 Dodge Ram 4500 Pickup Truck 2016 Dodge RAM 4500	P53	Dodge RAM	4500	2016
P55 Dodge Ram 2500 Pickup Truck 2016 RAM 2500	P55	RAM	2500	2016
P57 Dodge Ram 2500 Pickup Truck 2017 Dodge Ram 2500	P57	Dodge	Ram 2500	2017
P59 Chevrolet Silverado 2500 HD Pickup Truck 2016 Chevrolet Silverado 2500 HD	P59	Chevrolet	Silverado 2500 HD	2016
P73 2019 RAM 2500 2019 Dodge 2500	P73	Dodge	2500	2019
P79 2015 Ford F550 2015 Ford F550	P79	Ford	F550	2015
P81 2020 RAM 1500 Eco Diesel 2020 DODGE Ram 1500	P81	DODGE	Ram 1500	2020
P88 2022 Ram 2500 2022 DODGE 2500 HD	P88	DODGE	2500 HD	2022
P89 2022 RAM 2500 4x4 crew cab 8 ft bed 2022 Dodge RAM Ram 2500	P89	Dodge RAM	Ram 2500	2022
P96 2022 RAM2500 2022 Dodge RAM 2500	P96	Dodge RAM	2500	2022
P98 Ram 2500 2023 RAM 2500 HD Crew cab	P98	RAM	2500 HD Crew cab	2023
PB4 Power Broom Power Broom Power Broom	PB4	Power Broom	Power Broom	
PB6 Highway Broom 3 WHL w/o Cab Laymor SM300	PB6	Laymor	SM300	
PB7 Terramite Commander 8 Broom Terramite Commander 8	PB7	Terramite	Commander 8	
PV4 Lee-Boy 8500 Asphalt Paver 2002 Lee-Boy 8500 Paver	PV4	Lee-Boy	8500 Paver	2002
PV5 Lee-Boy Asphalt Paver 2017 Lee-Boy 250 Gallon Tack Tank	PV5	Lee-Boy	250 Gallon Tack Tank	2017
PV6 Caterpillar PC306B Paver 2017 Caterpillar PC306B	PV6	Caterpillar	PC306B	2017
PV7 Lee-Boy 8520B Paver Lee-Boy	PV7	Lee-Boy		
R11 2023 Bomag 154 AD-5 Smooth Drum Roller 2023 Bomag 154 AD-5	R11	Bomag	154 AD-5	2023
R6 Wacker RD12A Roller 2010 Wacker RD12A	R6	Wacker	RD12A	2010
R7 2014 Hamm HD12VV Roller 2014 Hamm HD12VV	R7	Hamm	HD12VV	2014
R8 Hamm H 7i Hamm H 7i	R8	Hamm	H 7i	
S03 New Holland LS190 skid Steer New Holland LS190	S03	New Holland	LS190	
S11 Bobcat T870 Track Loader Skid Steer 2017 Bobcat T870 Track Loader	S11	Bobcat	T870 Track Loader	2017
S12 Bobcat T595 Skid Steer 2018 Bobcat T595	S12	Bobcat	T595	2018
S15 2023 Caterpillar Compact Track Loader 299D3XE 2023 Caterpillar 299D3XE	S15	Caterpillar	299D3XE	2023
T30 2024 Big Tex Flatbed Gooseneck Trailer 2024 Big Tex Big Tex	T30	Big Tex	Big Tex	2024
T34 Multiquip Water Trailer 2015 Multiquip Water Trailer 500 gal.	T34	Multiquip	Water Trailer 500 gal.	2015
T35 Eager Beaver Trailer 2006 Eager Beaver Trailer	T35	Eager Beaver	Trailer	2006

T38 Bend Trailer 2012 Bend	T38	Bend		2012
T40 PJTM Trailer 2005 PJTM Trailer	T40	PJTM	Trailer	2005
T44 Florida Trailer 2018 Trailer Big Tex 14TL-22	T44	Trailer	Big Tex 14TL-22	2018
T46 ARNG 8.5 x 20NC Trailer 2018 ARNG 8.5X20ENC	T46	ARNG	8.5X20ENC	2018
T48 2019 Big Tex 20 Ft Trailer 2019 Big Tex Big Tex	T48	Big Tex	Big Tex	2019
T49 Pace Tool Trailer (green) 1999 Pace Trailer	T49	Pace	Trailer	1999
T55 Rock Solid Cargo Trailer 8x20 2021 Rock Solid	T55	Rock Solid		2021
T56 Rock Solid Cargo Trailer 8x20 2021 Rock Solid Cargo	T56	Rock Solid	Cargo	2021
T59 2022 Dorsey Equipment Trailer 2022 Dorsey LB 35-33CS	T59	Dorsey	LB 35-33CS	2022
T64 2022 USA Cargo Enclosed 20ft Trailer 2022 USA Cargo	T64	USA Cargo		2022
T70 2024 Big Tex Flatbed Gooseneck Trailer 2024 Big Tex	T70	Big Tex		2024
T71 2024 AMP Dump Trailer 7 x 14 2024 AMP	T71	AMP		2024
TR3 Peterbilt 379 Tri-day Cab Tractor 2007 Peterbilt Tractor 379 Tri day cab	TR3	Peterbilt	Tractor 379 Tri day cab	2007
UV6 Ford Water Truck 1987 Ford Water Truck	UV6	Ford	Water Truck	1987
UV13 2019 Polaris Ranger XP 900	UV13	Polaris	SXS	2019

Andrew M. Gregori

Education

University of Pittsburgh

- *B.S Physics & Applied Mathematics – 1994*
- *M.S. Studies, Civil Engineering -2000-2002*

Professional

- State of FL Contractor License CGC1512990 (Certified General Contractor)
- State of FL Contractor License CUC1224399 (Certified Underground / Utility Contractor)
- Competent Person Training, Excavation
- OSHA Confined Space Training

Experience

Gregori Construction Inc., Sarver PA May 2000 – Present

Vice President

Duties:

- Management and operations of corporate and branch office and office personnel
- Senior project management for all Gregori Construction work ($1000 - $9.4M / per project)
- Implementation and maintenance of cost accounting and job costing systems
- In-house design, including:
  - Excavation shoring systems (including sheet- and soldier-pile walls)
  - Scaffolding and work platforms
  - Personnel safety systems
  - Concrete formwork
  - Temporary bridge structures & bridge support structures
  - Foundations
- Senior project management for all Gregori Construction work
- Implementation and maintenance of corporate EEO / Affirmative Action policies
- Supervision of / consulting with project managers and superintendents / foremen in selecting construction equipment, materials, and methods for various heavy/highway construction projects
- Final review and approval for construction-site safety measures, including excavation support, above-ground accessways, vehicular safety, etc.
- Cost estimating / bidding
- Review of project plans and specifications with project managers and superintendents/foremen to assure compliance during construction

Gregori Construction & Engineering, Inc., Sarver PA January 1998 – January 2008

Project Manager

Duties:

- Project management of Gregori Construction projects up to $2.5M
- Consultation with superintendents/foremen in selecting construction equipment, materials, and methods for various heavy/highway construction projects
- Maintenance of project schedules in conjunction with superintendents/foremen
- In-house design, including:
  - Excavation shoring systems (including sheet- and soldier-pile walls)
  - Scaffolding and work platforms
  - Concrete formwork
  - Temporary bridge structures & bridge support structures
  - Foundations
- Implementation and maintenance of project EEO / Affirmative Action policies
- Review of construction-site safety measures, including excavation support, above-ground accessways, vehicular safety, etc.
- Cost estimating / bidding
- Review of project plans and specifications with inspectors and superintendents/foremen to assure compliance during construction

Andrew M. Gregori
736 Ekastown Road, Sarver, PA 16055
agregori@gregori-inc.com

Attachment: Exhibit B - Holly Hill Riverside Park Bulkhead Replacement Bid - Gregori Construction (2025-R-7 : Riverside Park Bulkhead

GREGORI CONSTRUCTION INC

PO Box 121, 736 Ekastown Rd, Sarver, PA 16055
Ph: (724) 353-1322 / Fx: (724) 353-2486
www.gregori-inc.com

Attachment: Exhibit B - Holly Hill Riverside Park Bulkhead Replacement Bid - Gregori Construction (2025-R-7 : Riverside Park Bulkhead

Brian Curry – Vice President

Brian has over 25 years of experience in the Heavy Highway Construction Industry and 15 years with Gregori Construction where he held Sr. PM, Ops Mgr and most recently, Vice President roles.

Work Experience

2021 - Present	Vice President Project Management - Gregori Construction Inc.
2012 - 2021	Operations Manager - Gregori Construction Inc. (*previous Sr. PM*) Responsible for: • Overseeing project management for all Gregori Construction Inc. projects • Verification of all project billings & cost accounting • Managing procurement of materials and equipment for all Gregori Construction Inc. projects • Guiding field crews for successful project execution
2008 - 2012	Project Manager - Gregori Construction Inc. Responsible for: • Project management of construction projects (roadway, excavation, bridge, structural steel) ranging in size up to $6,000,000 • Coordination and scheduling of field personnel and equipment • Ordering/scheduling materials and subcontractors • Project safety • Maintenance of all required field paperwork • Quality control • Interacting with project owners, Engineers, and Inspectors • PM at Mahoning Dam Project and NSR Conway Bridge Project
2001 - 2008	Project Manager – Plum Contracting, Plum, PA Responsible for: • Coordination and scheduling of field personnel and equipment • Ordering/scheduling materials and subcontractors • Project safety • Maintenance of all required field paperwork • Quality control • Interacting with project owners, Engineers, and Inspectors
1995 – 2001	Project Manager / Estimating / Purchasing – Mashuda Corporation • Coordination and scheduling of field personnel and equipment • Ordering/scheduling materials and subcontractors • Project safety • Maintenance of all required field paperwork • Assisted the Estimating Department • Interacting with project owners, Engineers, and Inspectors • Responsible for Purchasing Parts and Materials for all Heavy Equipment

Qualifications / Certifications

CPR/First Aid, OSHA 10, Fails Management Project Manager Academy Graduate, USACE QA/QC Training

Peter Gregori – Vice President	
Pete has 33 years' experience with Gregori Construction across multiple disciplines including, all field work, field supervision, project estimating, project management	
Work Experience	
2020 - Present	Vice President Operations – PA Division, Gregori Construction Inc.
2010 - 2020	President - Gregori Construction Inc.
1998 - 2010	Project / General Superintendent / Vice President (2006) Gregori Construction and Engineering, Inc. • Field management of construction projects ranging in size from up to $5,000,000.00 • Coordination and scheduling of field personnel and equipment • Ordering/scheduling materials and subcontractors • Project safety • Maintenance of all required field paperwork • Quality control • Recording as-built construction drawings • Interacting with project owners, Engineers, and Inspectors
1989 - 1997	Laborer / Cement Finisher / Equipment Operator Gregori Construction and Engineering, Inc.
Qualifications / Certifications CPR/First Aid, Trench Shoring Competent Person, OSHA 30, Confined Space, Fails Management Institute Leadership Academy Graduate	

Attachment: Exhibit B - Holly Hill Riverside Park Bulkhead Replacement Bid - Gregori Construction (2025-R-7 : Riverside Park Bulkhead

GREGORI CONSTRUCTION INC

PO Box 121, 736 Ekastown Rd, Sarver, PA 16055
Ph: (724) 353-1322 / Fx: (724) 353-2486
www.gregori-inc.com

Tony Lascola – Vice President

Tony has 17 years of experience with Gregori Construction with a focus on project management and risk control.

Work Experience

2016 - Present	Vice President - Gregori Construction Inc. • Oversee all aspects of compliance, licensing, finance, accounting, systems, processes, business development and risk control.
2015 – Dec 2016	Director of Business Development and Risk Control - Gregori Construction Inc. • Process improvement for multi-departmental operational efficiency • Develop new accounts and grow existing accounts • Oversee all risk control and safety for Gregori Construction Inc.
2005 - 2015	Project Manager - Gregori Construction Inc. Projects (sample list): • Saw Mill Run Flood Protection, W911WN-10-C-0001, Allegheny County • Penn DOT Dist 12-0 Dickerson Run Cast in Place Box Culvert • PA Turnpike Trafford Road Bridge Rehab, MP 59.58 • W911WN-08-C-0012 – Elizabeth Dam Sheet Pile Wall & Repairs • Victory Hollow Site Development – US Army Corps of Engineers • SR 0018 Sec Y10/Z10 – PennDOT 2 phased bridge and box culvert • New Stanton Retaining Wall – PA Turnpike retaining wall rehabilitation, MP 75.74 • W911WN-06-C-0008 - Braddock Training Dikes – Army Corps. of Engineers Duties: • All duties associated with Project Management • Development of various office procedural improvements, i.e. Costing system, network job file integration, weekly job status reporting • Estimator's Assistant – obtaining quantities, take-offs, pricing and crew assembly • Computer Hardware and Software Management and Trainer • Financial analysis of jobs and reporting

Qualifications / Certifications
CPR/First Aid, OSHA 10, Confined Space, Fails Management Institute Leadership Academy Graduate, USACE QA/QC Training

Education - Pennsylvania State University, University Park, PA - Business Logistics, May 2000

Licenses	Virginia State Class A Contractors License – No. 2705143439 Georgia State General Contractors License – No. GCQA004816 North Carolina State Unlimited Highway Contractors License – No. 76129

Attachment: Exhibit B - Holly Hill Riverside Park Bulkhead Replacement Bid - Gregori Construction (2025-R-7 : Riverside Park Bulkhead

Dredging & Marine Consultants
DMC
ENGINEERS • SCIENTISTS

January 08, 2025

Steve Juengst, Administration Manager
Department of Public Works
City of Holly Hill
453 LPGA Blvd.
Holly Hill, FL 32117

RE: BID No. 22-BG-10 Riverside Park Bulkhead Replacement Recommendation for Award of Bid

Dear Mr. Juengst,

Based on the evaluation of the bids that were submitted for the above referenced project, Dredging & Marine Consultants, LLC recommends awarding the contract to Gregori Construction Inc. for the construction of this project.

Should you require additional information, please contact us. Thank you for this opportunity to be of service to the City of Holly Hill and we look forward to the successful completion of the Riverside Park Bulkhead Replacement.

Respectfully,
Dredging & Marine Consultants, LLC

Shailesh K. Patel, M.Sc., CPSSc.
Senior Project Manager

Attachment: Exhibit C - Bid Award Recommendation Letter (2025-R-7 : Riverside Park Bulkhead Replacement)

4643 S. Clyde Morris Blvd., Unit 302 • Port Orange, FL 32129 • Phone: 386-304-6505 • Fax: 386-304-6506
spatel@dmces.com • www.dmces.com

HOLLY HILL
FLORIDA

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Agenda Item

MEETING DATE: **January 28, 2025**
FROM: **Joseph Forte**
SUBJECT: **Request for Lien Reduction - 1319 Bender Avenue**
NUMBER: **(ID # 4757)**
APPLICANT:
PLANNER:

DISCUSSION:

The City has received a request for a Reduction of a Code Enforcement Lien that has been placed on the real property located at 1319 Bender Avenue, Holly Hill, FL 32117. Parcel # 424243031760 (Property). The original owner is the Richard Lee Johnson Estate (deceased). The property is under an Order to Petition to Sell Real Property with Deborah Lee Jenkins serving as the Personal Representative and is authorized to sell the property.

The property has been in a state of disrepair and neglect despite repeated requests for improvements and code enforcement action by the City of Holly Hill (City).

An Order of Non-Compliance was issued on February 23, 2024, to the property owner (Richard L. Johnson EST.) for violations of several Sections of the IPMC and City Ordinances which are contained in the attached Order of Non-Compliance and list below.

IPMC 302.1 - Sanitary Nuisance

IPMC 304.13 - Windows

IPMC 304.7 Roofs and Drainage

The property remains in non-compliance.
The Code Enforcement file is attached.

The Property is under contract with Myron and Sherri Kahoe (Buyer) who are willing to enter into an Agreement (attached to this agenda item) to bring the property into full compliance by repairing and rehabilitating the property according to the current standards of the Florida Building Code, within a specified period of time, in exchange for a reduction in the amount of the lien.

The City is willing to reduce the lien to Buyer to an amount of **$5,019.35** and file a release of lien after payment is made to the City of Holly Hill and the property is in compliance in accordance with the attached Agreement which has been signed by the buyers, Myron and Sherri Kahoe.

FISCAL ANALYSIS:

Total lien	$44,700.00

Required Payment to Release lien

Reduction to 10% of the original lien	$4,470.00
Special Master fee for 1 meeting	$250.00
Filing fees	$35.00
Release of lien fee	$15.00
Code enforcement staff time 8 hours at 31.17	$249.35
Total	**$5,019.35**

STAFF RECOMMENDATION:

Reduce the lien from $44,700.00 to the amount of **$5,019.35**.

COMMISSION GOAL:

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:

REDUCE THE LIEN FROM $44,700.00 TO $5,019.35 AND REQUIRE THE BUYERS TO COMPLY WITH THE TERMS AND CONDITIONS OF THE AGREEMENT.

- 1319 Bender Ave. Lien Reduction Agenda Item (PDF)
- 1319 Bender Ave. Lien Reduction Agreement (PDF)

HOLLY HILL
FLORIDA

AGREEMENT
Request to Reduce Lien.
1319 Bender Ave
Holly Hill, FL 3217

WHEREAS, the property located at 1319 Bender Ave, Holly Hill, FL 32117, Parcel # 424243031760 (Property) has been in a state of disrepair and neglect despite repeated requests for improvements and code enforcement action by the City of Holly Hill (City).

WHEREAS, Myron Kehoe and Sherri Kehoe are under contract with with Deborah Lee Jenkins (Personal Representative of the deceased owner Richard L. Johnson, Estate) with an "AS IS" Residential Contract for Sale and Purchase with a closing date within 30 days.

WHEREAS, an Order of Non-Compliance was issued on February 23, 2024, to the property owner (Richard L. Johnson EST.) for violations of several Sections of the IPMC and City Ordinances which are contained in the attached Order of Non Compliance and list below.

IPMC 302.1 - Sanitary Nuisance

IPMC 304.13 - Windows

IPMC 304.7 Roofs and Drainage

The property remains in non-compliance.

WHEREAS, The buyer is willing to enter into this Agreement to bring the property into full compliance by repairing and rehabilitating the property according to the current standards of the Florida Building Code, within a specified period of time, in exchange for a reduction in the amount of the lien.

WHEREAS, the City is willing to reduce the lien to Buyer to an amount of **$5,019.35** and file a release of lien after payment is made to the City of Holly Hill and the property is in compliance.

NOW, THEREFORE, for and in consideration of mutual covenants contained herein, the sufficiency of which are hereby acknowledged, the undersigned parties hereby agree to the following:

The City hereby agrees to release all liens under the new ownership of Buyer to an amount **$5,019.35** and file a release of lien **after** payment is received and the property is in compliance with all code violations. for the violation.

Attachment: 1319 Bender Ave. Lien Reduction Agenda Item (4757 : Request for Lien Reduction - 1319 Bender Avenue)

MEMORANDUM

DATE: January 15,2025

TO: CITY MANAGER

THROUGH: CODE ENFORCEMENT

FROM: CODE ENFORCEMENT

RE: CASE # CER-2023-000100
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 **$44,950.00** 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

Attachment: 1319 Bender Ave. Lien Reduction Agenda Item (4757 : Request for Lien Reduction - 1319 Bender Avenue)

(3) A request for a waiver of reduction in lien shall not be granted if the Board of County Commissioners has previously reduced the amount of the lien. This statement applies whether or not the request is received from the original applicant for reduction or subsequent applicant.

☐ FAILS
☒ DOES NOT FAIL

Staff Findings: To the best of staff's knowledge, there has never been a request of the Board of County Commissioners to reduce the lien; therefore, the request does not fail the established guideline.

Joseph Forte
CITY Manager

☑ APPROVED FOR CONSIDERATION BY BCC

☐ DENIED

Attachment: 1319 Bender Ave. Lien Reduction Agenda Item (4757 : Request for Lien Reduction - 1319 Bender Avenue)

IN THE CIRCUIT COURT, SEVENTH JUDICIAL CIRCUIT,
IN AND FOR VOLUSIA COUNTY, FLORIDA

IN RE: ESTATE OF	**PROBATE DIVISION**
RICHARD LEE JOHNSON a/k/a RICHARD L. JOHNSON,	**CASE NO.: 2023 11848 PRDL DIVISION: 10**
Deceased.	

ORDER ON PETITION TO SELL REAL PROPERTY

THIS MATTER coming before the Court on the Petition of the Personal Representative for the authorization to sell real property, the Court finding that all interested persons have been properly noticed, that the material allegations in the Petition are true and that it is in the best interest of the estate and necessary to sell the property described in the Petition at a private sale and upon the terms and at the price described in the Petition and this Court being fully advised in the premises, it is thereby

ORDERED AND ADJUDGED as follows:

1. Deborah Lee Jenkins, as Personal Representative of the Estate of RICHARD LEE JOHNSON a/k/a RICHARD L. JOHNSON, is authorized to sell the real property described as follows:

> Lot 176, Block 3, Powers Subdivision #2, according to map recorded in Map Book 9, Page 111, Public Records of Volusia County, Florida
>
> Street address - at 1319 Bender Avenue, Holly Hill, FL 32117

at a private sale for the sum of $45,000.00 in accordance with the Contract for Sale and Purchase attached to the Petition as Exhibit "A".

2. That Deborah Lee Jenkins, as Personal Representative of the above-referenced estate, is authorized to execute all instruments and documents necessary to effectuate such sale.

DONE AND ORDERED in chambers, in DeLand, Volusia County, Florida.

1/10/2025 11:39 AM 2023 11848 PRDL

e-Signed 1/10/2025 11:39 AM 2023 11848 PRDL
LINDA L. GAUSTAD
CIRCUIT JUDGE

Attachment: 1319 Bender Ave. Lien Reduction Agenda Item (4757 : Request for Lien Reduction - 1319 Bender Avenue)

LIEN REDUCTION REQUEST PACKET

Date: 1/13/25

Kyle Mahanes

ADDRESS: 1319 Bender Ave

CASE #: CER 2023 - 000100

Has the property been sold since the City's lien was filed? YES____ NO ✓

If the property has been sold then it does not qualify for a lien reduction. Return to Peg.

What date did the property become compliant? X

If the property is not in compliance it does not qualify for a lien reduction. Return to Peg.

Has a lis pendins/final judgement been filed? YES____ NO X

If a lis pendins/final judgement has been filed then it does not qualify for a lien reduction. Return to Peg.

What date was the lien filed? 9/19/2024

Who owned the property at the time our lien was filed?
Johnson Richard Lee Estate

What supporting documentation is attached?
VCPA Print

Who owns the property now? Same

What supporting documentation is attached? X

NOTES: Potential buyer looking to purchase property and renovate

CE Officer completing this form

1/13/25
Date

Attachment: 1319 Bender Ave. Lien Reduction Agenda Item (4757 : Request for Lien Reduction - 1319 Bender Avenue)

Lien Reduction Request Information Sheet

Property Address: 1319 Bender Ave Date Prepared: _____

Owner of Property: Johnson Richard Lee Est.

Date of Notice of Violation: 12/27/2023

Violations:

1. IPMC 302.1 Sanitary Date of Compliance X Exhibit _____
2. IPMC 304.1 Windows Date of Compliance X Exhibit _____
3. IPMC 304.13 Roofs Drainage Date of Compliance X Exhibit _____
4. _____ Date of Compliance _____ Exhibit _____
5. _____ Date of Compliance _____ Exhibit _____
6. _____ Date of Compliance _____ Exhibit _____

Date of Special Master Hearing: 2/23/2024 Daily Fines Start Date: 3/24/2024

Daily Fines of $ 150 for 298 days equals 44,700 Dollars

Daily Fines of $ _____ for _____ days equals _____ Dollars

Notes if Applicable:

_____

_____

Fiscal Analysis:

_____ Grass Cutting

$250 Special Master Administrative Fine(s)

44,700 Daily Accumulated Fines

35.00 Filing Fees for Liens

_____ Finance Department Cost (Amount of Staff Hours: _____)

_____ Code Enforcement Cost (Amount of Staff Hours: 8) + 1 BN + 1 JF

15.00 Lien Release Fees

_____ Other: _____

_____ Subtotal

_____ Interest

_____ TOTAL

Attachment: 1319 Bender Ave. Lien Reduction Agenda Item (4757 : Request for Lien Reduction - 1319 Bender Avenue)

Stay on top of sales! Recent sales data now available for viewing on our website.

Volusia County Property Appraiser
Larry Bartlett, JD, CFA
We Value Volusia

Home / Parcel Summary for 3200608

Summary | Tax Estimate | Permits | Map | Pictometry | Print

Alternate Key:	3200608
Parcel ID:	424243031760
Township-Range-Section:	14 - 32 - 42
Subdivision-Block-Lot:	43 - 03 - 1760
Physical Address:	1319 BENDER AVE, HOLLY HILL 32117
Owner(s):	JOHNSON RICHARD LEE EST - EST - Estate - 100%
Mailing Address On File:	327 DIXIE DR HOLLY HILL FL 32117 4239 *Update Mailing Address*
Building Count:	1
Neighborhood:	2707 - WITTBOLD REPLAT HOLLY HILL *Neighborhood Sales*
Subdivision Name:	
Property Use:	0100 - SINGLE FAMILY
Tax District:	203-HOLLY HILL
2024 Final Millage Rate:	17.8471
Homestead Property:	No - *Apply for Homestead Online*
Agriculture Classification:	No - *Additional Information*
Short Description:	LOT 176 BLK 3 POWERS SUB MB 9 PG 111 PER OR 8573 PG 1087

Please set a location or search for an address.

Values & Exemptions | Land & Buildings | Sales | Legal | Property Tax Bill

Property Values

Tax Year:	2025 Working	2024 Final	2023 Final
Valuation Method:	1-Market Oriented Cost	1-Market Oriented Cost	1-Market Oriented Cost
Improvement Value:	$60,339	$60,339	$33,085
Land Value:	$18,900	$18,900	$14,625
Just/Market Value:	$79,239	$79,239	$47,710

Back to Top

Working Tax Roll Values by Taxing Authority

Values shown below are the 2025 WORKING TAX ROLL VALUES that are subject to change until certified. Millage Rates below that are used in the calculation of the Estimated Taxes are the 2024 FINAL MILLAGE RATES. The Just/Market listed below is not intended to represent the anticipated selling price of the property and should not be relied upon by any individual or entity as a determination of current market value.

Tax Authority		Just/Market Value	Assessed Value	Ex/10CAP	Taxable Value	Millage Rate	Estimated Taxes
0017	CAPITAL IMPROVEMENT	$79,239	$79,239	$0	$79,239	1.5000	$118.86
0012	DISCRETIONARY	$79,239	$79,239	$0	$79,239	0.7480	$59.27
0011	REQ LOCAL EFFORT	$79,239	$79,239	$0	$79,239	3.0370	$240.65
0050	GENERAL FUND	$79,239	$79,239	$0	$79,239	3.2007	$253.62
0053	LAW ENFORCEMENT FUND	$79,239	$79,239	$0	$79,239	1.5994	$126.73
0055	LIBRARY	$79,239	$79,239	$0	$79,239	0.3891	$30.83
0520	MOSQUITO CONTROL	$79,239	$79,239	$0	$79,239	0.1647	$13.05
0530	PONCE INLET PORT AUTHORITY	$79,239	$79,239	$0	$79,239	0.0692	$5.48
0058	VOLUSIA ECHO	$79,239	$79,239	$0	$79,239	0.2000	$15.85
0057	VOLUSIA FOREVER	$79,239	$79,239	$0	$79,239	0.2000	$15.85
0065	FLORIDA INLAND NAVIGATION DISTRICT	$79,239	$79,239	$0	$79,239	0.0288	$2.28
0100	HALIFAX HOSPITAL AUTHORITY	$79,239	$79,239	$0	$79,239	0.7309	$57.92
0060	ST JOHN'S WATER MANAGEMENT DISTRICT	$79,239	$79,239	$0	$79,239	0.1793	$14.21
0200	HOLLY HILL	$79,239	$79,239	$0	$79,239	5.8000	$459.59
						17.8471	$1,414.19

Non-Ad Valorem Assessments

Project	#Units	Rate	Amount
0203-HOLLY HILL STORMWATER	1.00	$96.00	$96.00

Estimated Ad Valorem Tax:	$1,414.19
Estimated Non-Ad Valorem Tax:	$96.00
Estimated Taxes:	**$1,510.19**
Estimated Tax Amount without SOH/10CAP ⓘ	$1,510.19

Attachment: 1319 Bender Ave. Lien Reduction Agenda Item (4757 : Request for Lien Reduction - 1319 Bender Avenue)

HOLLY HILL
FLORIDA

FRED B. SHARE, ESQUIRE
1092 Ridgewood Avenue
Holly Hill, FL 32117

November 21, 2025

RE: 1319 Bender Ave. Holly Hill, FL 32117

Mr. Share,

The property located at 1319 Bender is under a code enforcement order of non-compliance issued by the Special Master, John Pascucci. An order of non-compliance was issued on February 23, 2024 for the following violations:

IMPC 302.1 Sanitary nuisance

IMPC 304.1 Windows

IMPC 304.13 Roofs and Drainage

A fine in the form of a lien is accruing on the property at a rate of $50.00 per violation, per day. At present the lien is approximately $37,000.00 and accruing at a rate of $150.00 per day. Every month that passes and the property is in non-compliance an additional $4,500 is added to the lien. At the end of six months the lien would be approximately $64,000.00. Typically, the city commission would approve my recommendation of reducing the lien to 10% of the lien plus administrative costs. I believe the commission would hold the same determination for this property.

Therefore, I believe it is fair to say that a potential buyer should consider a lien payoff in an amount not to exceed $7,000.00 including administrative fees up to May 1, 2025.

Please keep in mind, the lien will continue to accumulate beyond closing unless the potential buyer enters into an agreement with the city to eliminate the items of non-compliance within an agreed upon period of time. This may include repair or replacement of the items listed or demolition of the property. Once under an agreement, the lien will stop accumulating.

If you have any questions, please feel free to contact me directly.

Sincerely,

Joseph Forte

Attachment: 1319 Bender Ave. Lien Reduction Agenda Item (4757 : Request for Lien Reduction - 1319 Bender Avenue)

9/24/2024 4:02:50 PM
Instrument# 2024187282 4 pages
Book: 8613 Page: 628
Electronically Recorded By
Volusia County Clerk of the Court

Return To:	
Name:	Brian M. Walker, Community Development Director
Address:	1065 Ridgewood Ave
	Holly Hill, FL 32117-2807
This instrument Prepared by:	
Name:	**Kyle Mahanes**
Address:	1065 Ridgewood Ave
	Holly Hill, FL 32117-2807
Property Appraisers Parcel ID Number(s):	424243031760

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.

City of Holly Hill

whose address is 1065 Ridgewood Ave, Holly Hill, Florida 32117

Respondent ordered to pay fines, fees and cost as follows: Special Magistrate Administrative Hearing Fine of $250.00 and a $150.00 daily fine ordered on February 23rd 2024 which remains unpaid.

Daily fine of $150.00 per day until paid, accumulating starting March 23rd 2024.

on the following described real property in Volusia County, Florida: LOT 176 BLK 3 POWERS SUB MB 9 PG 111 PER OR 8573 PG 1087

1319 Bender Ave, Holly Hill FL 32117.

Owned by JOHNSON RICHARD LEE EST

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.

NOTARY PUBLIC STATE OF FLORIDA
VALERIE MANNING
MY COMMISSION # HH 417239
EXPIRES: October 30, 2027

Lienor: City of Holly Hill

By _____ (Agent

Print Name: Brian M. Walker, Community Development Director

State of Florida, County of Volusia I hereby certify that on 19th day of September, 2024, before me, an officer duly authorized to administer oaths and take acknowledgment, personally appeared Brian W. Walker, Community Development Director, City of Holly Hill, who is personally known to me and who acknowledged before me that he executed the foregoing instrument and an oath was not taken

Sworn to and subscribed before me this 19th day of September, 2024.

Valerie Manning

Valerie Manning Notary Pu

Attachment: 1319 Bender Ave. Lien Reduction Agenda Item (4757 : Request for Lien Reduction - 1319 Bender Avenue)

CITY OF HOLLY HILL CODE ENFORCEMENT

SPECIAL MAGISTRATE HEARING

HOLLY HILL, FLORIDA

City of Holly Hill, a Political Sub-division of the State of Florida

Petitioner,

-vs-

Richard Johnson EST., Owner

Respondent.

Parcel No. 4242-4303-1760

Case No. CER2023-000100

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 23rd of February 2024. The owner Richard Johnson EST., was not present. 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 Richard Johnson EST., Owner and Respondent of the property located at 1319 Bender Ave., Holly Hill, Florida 32117 was issued a Notice of Violation on 12/27/2023. On 02/13/2024, property was posted and a Notice to Appear was issued for the violations of :

IPMC 302.1 Sanitary. Clean and maintain this building so that it is in a safe and sanitary condition.

IPMC 304.13 Windows. Repair the damaged windows.

IPMC 304.7 Roofs and Drainage. The roofs and drainage shall be sound, tight and not have defects that admit rain. Roof drainage shall be adequate to prevent dampness or deterioration in the walls or interior potion of the structure. Roof drains, gutters and downspouts shall be maintained in good repair and free from obstructions. Roof water shall not be discharged in a manner that creates a public nuisance.

Code Enforcement Officer R. Ast testified and presented photographic evidence to the above violations

CONCLUSIONS OF LAW

That the Owner and Respondent of the property located at 1319 Bender Ave., Holly Hill, 32117 is in violation of Holly Hill Zoning and Ordinances:

IPMC 302.1 Sanitary. Clean and maintain this building so that it is in a safe and sanitary condition.

Attachment: 1319 Bender Ave. Lien Reduction Agenda Item (4757 : Request for Lien Reduction - 1319 Bender Avenue)

IPMC 304.13 Windows. Repair the damaged windows.

IPMC 304.7 Roofs and Drainage. The roofs and drainage shall be sound, tight and not have defects that admit rain. Roof drainage shall be adequate to prevent dampness or deterioration in the walls or interior potion of the structure. Roof drains, gutters and downspouts shall be maintained in good repair and free from obstructions. Roof water shall not be discharged in a manner that creates a public nuisance.

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 2-118, it is duly ORDERED by this Special Magistrate that the Respondent shall pay an administrative fine of two hundred fifty dollars ($250.00), due within ten (10) days of this Order. If the Respondent fails to pay the administrative fine in ten (10) days, a certified copy of this order shall be recorded in the public records 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.

The Respondent must bring the violation of IPMC 302.1 Sanitary, IPMC 304.13 Windows and IPMC 304.7 Roofs and Drainage into compliance within thirty (30) days of this Order. Failure to comply with this deadline shall result in a daily fine, per violation. The Respondent shall be required to pay a fine of fifty dollars ($50.00) per day, PER VIOLATION until the property comes into compliance. Failure to comply with this deadline shall result in a daily fine, per violation. Any unpaid daily accruing fines shall be recorded as a lien on the property. Any repeat violations within five (5) years of this order shall result in enhanced fines and fees.

DONE AND ORDERED this 23rd day of February 2024, in Holly Hill, County of Volusia, Florida.

CITY OF HOLLY HILL

CODE ENFORCEMENT

By, John A Pascucci

John A. Pascucci, Special Magistrate

Attest:

Code Enforcement Official

STATE OF FLORIDA, VOLUSIA COUNTY

I HEREBY CERTIFY the foregoing is a true copy

of the original filed in this office. This 23rd, day of February, 2024.

VALERIE MANNING
MY COMMISSION # HH 417239
EXPIRES: October 30, 2027

Valerie Manning

City Clerk, City of Holly Hill

Attachment: 1319 Bender Ave. Lien Reduction Agenda Item (4757 : Request for Lien Reduction - 1319 Bender Avenue)

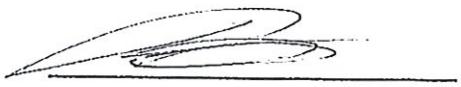
CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on 23rd day of February, 2024 a true and accurate copy of the foregoing has been furnished by U.S. Mail to:

Mr. Richard Johnson EST.

1319 Bender AVE.

Holly Hill, FL 32117



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: 1319 Bender Ave. Lien Reduction Agenda Item (4757 : Request for Lien Reduction - 1319 Bender Avenue)

1319 Bender

RECEIVED
JAN 7 2024

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 Deborah Lee Jenkins as PR of Richard L Johnson Estate, the fee simple owner of the following
(Owner's Name)

described property (Provided Legal Description or Tax Parcel ID Number(s)

4242-43-03-0760

hereby petition the Holly Hill City Commissioners to grant a release of lien in the amount of $ 44,950.00 for Case No. CER2023-000100, 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.

	Deborah L Jenkins PR of Richard Johnson
Owner's Name	Owner's Name
Owner's Signature	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 7 day of JAN, 2025

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared DEBORAH L JENKINS, who is personally known to me or who has produced FL 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 7 day of JANUARY, 2025.

AMBER LOFTIN
Notary Public - State of Florida
Commission # HH 382465
My Comm. Expires Jun 25, 2027
Bonded through National Notary Assn.

Notary Public in and for the County and State Aforementioned

Attachment: 1319 Bender Ave. Lien Reduction Agenda Item (4757 : Request for Lien Reduction - 1319 Bender Avenue)

CITY OF HOLLY HILL

CASE #_____

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: Deborah Lee Jenkins as PR of Richard L Johnson Estate

Property Address: 1319 Bender Ave; Holly Hill, FL 32117

Phone number(s) where you can be reached during the day:

_____ cell (386) 795-1849

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: 1319 Bender Ave. Lien Reduction Agenda Item (4757 : Request for Lien Reduction - 1319 Bender 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: Nannette Dunning

Relationship: Realtor

I, Deborah Lee Jenkins PR of Richard L Johnson Estate, 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:

The property is being sold to Myron + Sherri Kehoe, investors, who plan to renovate and bring the home into code compliance.

Date: 1-7-25

Signed: Deborah F Jenkins PR for Richard L Johnson

Print Name: Debora Lee Jenkins

as PR for Richard L Johnson Estate

Attachment: 1319 Bender Ave. Lien Reduction Agenda Item (4757 : Request for Lien Reduction - 1319 Bender Avenue)

STATE OF FLORIDA

COUNTY OF: VOLUSIA

PERSONALLY appeared before me, the undersigned authority duly authorized to administer oaths and take acknowledgements, DEBORAH L JENKINS 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 A FL DL as identification and did take an oath.

Date: 01-07-2025

Notary Public

My Commission Expires_____

AMBER LOFTIN
Notary Public - State of Florida
Commission # HH 382465
My Comm. Expires Jun 25, 2027
Bonded through National Notary Assn.

RETURN COMPLETED, SIGNED AND NOTARIZED FORM TO

CODE ENFORCEMENT DEPARTMENT

1065 RIDGEWOOD AVENUE

HOLLY HILL, FL 32117

Attachment: 1319 Bender Ave. Lien Reduction Agenda Item (4757 : Request for Lien Reduction - 1319 Bender Avenue)

CHICAGO TITLE INSURANCE COMPANY

ALTA COMMITMENT FOR TITLE INSURANCE
issued by
CHICAGO TITLE INSURANCE COMPANY

NOTICE

IMPORTANT – READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I – Requirements; Schedule B, Part II – Exceptions; and the Commitment Conditions, Chicago Title Insurance Company, a Nebraska corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Amount of Insurance and the name of the Proposed Insured.

If all of the Schedule B, Part I – Requirements have not been met within 180 days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

CHICAGO TITLE INSURANCE COMPANY
P.O. Box 45023, Jacksonville, FL 32232-5023

By:_____
Michael J. Nolan, President

By:_____
Marjorie Nemzura, Secretary

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Chicago Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I – Requirements; and Schedule B, Part II – Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.

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AMERICAN LAND TITLE ASSOCIATION

Attachment: 1319 Bender Ave. Lien Reduction Agenda Item (4757 : Request for Lien Reduction - 1319 Bender Avenue)

COMMITMENT CONDITIONS

1. DEFINITIONS
   a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
   b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
   c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
   d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
   e. "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
   f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
   g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
   h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
   i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
   j. "Title": The estate or interest in the Land identified in Item 3 of Schedule A.

2. If all of the Schedule B, Part I – Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:
   a. the Notice;
   b. the Commitment to Issue Policy;
   c. the Commitment Conditions;
   d. Schedule A;
   e. Schedule B, Part I – Requirements;
   f. Schedule B, Part II – Exceptions; and
   g. a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND
   The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company is not liable for any other amendment to this Commitment.

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Attachment: 1319 Bender Ave. Lien Reduction Agenda Item (4757 : Request for Lien Reduction - 1319 Bender Avenue)

5. LIMITATIONS OF LIABILITY

a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
   i. comply with the Schedule B, Part I – Requirements;
   ii. eliminate, with the Company's written consent, any Schedule B, Part II – Exceptions; or
   iii. acquire the Title or create the Mortgage covered by this Commitment.

b. The Company is not liable under Commitment Condition 5.a. if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.

c. The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.

d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.

e. The Company is not liable for the content of the Transaction Identification Data, if any.

f. The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I – Requirements have been met to the satisfaction of the Company.

g. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM

a. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.

b. Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.

c. This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.

d. The deletion or modification of any Schedule B, Part II – Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.

e. Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.

f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. CLAIMS PROCEDURES

This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.

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Attachment: 1319 Bender Ave. Lien Reduction Agenda Item (4757 : Request for Lien Reduction - 1319 Bender Avenue)

10. ARBITRATION

The Policy contains an arbitration clause as follows:

a. All claims and disputes arising out of or relating to this policy, including any service or other matter in connection with issuing this policy, any breach of a policy provision, or any other claim or dispute arising out of or relating to the transaction giving rise to this policy, may be submitted to binding arbitration only when agreed to by both the Company and the Insured. Arbitration must be conducted pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("ALTA Rules"). The ALTA Rules are available online at www.alta.org/arbitration. The ALTA Rules incorporate, as appropriate to a particular dispute, the Consumer Arbitration Rules and Commercial Arbitration Rules of the American Arbitration Association ("AAA Rules"). The AAA Rules are available online at www.adr.org.

b. *If there is a final judicial determination that a request for particular relief cannot be arbitrated in accordance with this Condition 18 (Condition 17 of the Loan Policy), then only that request for particular relief may be brought in court. All other requests for relief remain subject to this Condition 18 (Condition 17 of the Loan Policy).*

c. Fees will be allocated in accordance with the applicable AAA Rules. The results of arbitration will be binding upon the parties. The arbitrator may consider, but is not bound by, rulings in prior arbitrations involving different parties. The arbitrator is bound by rulings in prior arbitrations involving the same parties to the extent required by law. The arbitrator must issue a written decision sufficient to explain the findings and conclusions on which the award is based. Judgment upon the award rendered by the arbitrator may be entered in any State or federal court having jurisdiction.

Attachment: 1319 Bender Ave. Lien Reduction Agenda Item (4757 : Request for Lien Reduction - 1319 Bender Avenue)

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Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:
Issuing Agent: Waterside Title Co.
Issuing Office: 1092 Ridgewood Avenue
Holly Hill, FL 32117
Issuing Office's ALTA® Registry ID: 256765
Loan ID Number:
Commitment Number: 24-2173
Issuing Office File Number: 24-2173
Property Address: 1319 Bender Avenue, Daytona Beach, FL 32117
Revision Number:

SCHEDULE A

1. Commitment Date: December 16, 2024 11:00 PM

2. Policy to be issued:
   (a) 2021 ALTA Owner's Policy with Florida Modifications
   Proposed Insured: **Myron Charles Kehoe, Jr and Sherri Lynn Kehoe, husband and wife**
   Proposed Amount of Insurance: **$45,000.00**
   The estate or interest to be insured: **Fee Simple**
   (b) 2021 ALTA Loan Policy with Florida Modifications
   Proposed Insured: **Sharon M Kehoe**
   Proposed Amount of Insurance: **$**
   The estate or interest to be insured: **Fee Simple**

3. The estate or interest in the Land at the Commitment Date is:
   Fee Simple

4. The Title is, at the Commitment Date, vested in:
   Heirs/Devisees of the Estate of Richard Lee Johnson, deceased and, as disclosed in the Public Records, has been since April 27, 2023.

5. The Land is described as follows:
   Property description set forth in Exhibit A attached hereto and made a part hereof.

WATERSIDE TITLE CO.
1092 Ridgewood Avenue, Holly Hill, FL 32117
Telephone: (386) 253-1036

Countersigned by:

Fred Share
Waterside Title Co., License #A278502

THE TELEPHONE NUMBER TO PRESENT INQUIRIES OR OBTAIN INFORMATION ABOUT COVERAGE AND TO PROVIDE ASSISTANCE IS 1-800-669-7450

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Chicago Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I – Requirements; and Schedule B, Part II – Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.

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Attachment: 1319 Bender Ave. Lien Reduction Agenda Item (4757 : Request for Lien Reduction - 1319 Bender Avenue)

SCHEDULE B, PART I – Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.

2. Pay the agreed amount for the estate or interest to be insured.

3. Pay the premiums, fees, and charges for the Policy to the Company.

4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.

   Duly authorized and executed Deed from Deborah Lee Jenkins, to Myron Charles Kehoe, Jr and Sherri Lynn Kehoe, husband and wife, to be executed and recorded at closing.

   Duly authorized and executed Mortgage from Myron Charles Kehoe, Jr and Sherri Lynn Kehoe, husband and wife, to Sharon M Kehoe, securing its loan in the amount of $_____.

5. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.

6. Pay the agreed amount for the estate or interest to be insured.

7. Pay the premiums, fees, and charges for the Policy to the Company.

8. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.

   Personal Representative's Deed conveying the property to be hereby insured from Deborah Lee Jenkins, Individually and as the Personal Representative of the Estate of Richard Lee Johnson, deceased to Myron Kehoe and Sherri Kehoe.

9. Proof of payment of any outstanding assessments in favor of Volusia County, Florida, any special taxing district and any municipality. NOTE: If this requirement is not satisfied the following exception will appear on Schedule B:

   Any outstanding assessments in favor of Volusia County, Florida, any special taxing district and any municipality.

10. Proof of payment of service charges for water, sewer, waste and gas, if any, through the date of closing. NOTE: If this requirement is not met the following exception will appear on Schedule B:

    Any lien provided for by Florida Statutes in favor of any city, town, village or port authority for unpaid service charges for service by any water, sewer, waste or gas system supplying the insured land or service facilities.

11. Probate has been filed in Case 2023-13142 PRDL in the Circuit of Volusia County, Florida for the Estate of Lillian P. Johnson. Certified copies of the following documents from that probate must be recorded in the Official Records of the County where the Land is located:
    A. Petition for administration

    The Company reserves the right to make additional requirements upon review.

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12. Probate has been filed in Case 2023-11848 PRDL in the Circuit of Volusia County, Florida for the Estate of Richard Lee Johnson. Certified copies of the following documents from that probate must be recorded in the Official Records of the County where the Land is located:
A. Death certificate
B. Amended Petition for administration
C. Order authorizing sale or order determining homestead

The Company reserves the right to make additional requirements upon review.

13. Furnish to the Company satisfactory proof that:

A. The estate is not taxable, such as the recording of the DR-312 (Affidavit of No Florida Estate Tax Due);

B. The federal estate taxes against the Estate of Richard Lee Johnson, if any, have been paid; or

C. The land to be insured has been released/divested from the lien of such taxes. Any release must be recorded.

14. Satisfaction or release of that certain judgment(s) against Richard Johnson and/or variations and recorded in Official Records Book 6373, Page 4418 ; Official Records Book 6755, Page 4561 ; Official Records Book 6755, Page 4562 ; Official Records Book 7172, Page 2694 and Official Records Book 8035, Page 4608. Upon satisfactory proof to the Company of one of the following options, satisfaction/release may be waived:

Upon the recording of a credible affidavit containing the legal description of the subject property and stating that the owner/mortgagor is not the same person as the judgment debtor in the instrument; or

A final judgment, not subject to appeal, determining that the judgment did not attach as a lien to the property because the property constituted homestead property at all applicable times. The judgment holder must be named as a defendant and be properly served; or

An acceptable Statutory Notice of Homestead (Section 222.01 Florida Statutes) or Homestead Affidavit and such other requirements and investigation as the Company deems appropriate to establish the homestead status of the property to be insured.

15. Satisfaction or release of that certain judgment(s) against Deborah Jenkins and/or variations and recorded in Official Records Book 5655, Page 2591 ; Official Records Book 5655, Page 2592 ; Official Records Book 5670, Page 1938 and Official Records Book 5870, Page 1248. Upon satisfactory proof to the Company of one of the following options, satisfaction/release may be waived:

Upon the recording of a credible affidavit containing the legal description of the subject property and stating that the owner/mortgagor is not the same person as the judgment debtor in the instrument.

16. Record in the Public Records a release or satisfaction of the Code Enforcement Lien, in favor of City of Holly Hill, recorded in Official Records Book 8613, Page 628, as filed on the subject property.

17. The search did not disclose any open mortgages of record, therefore the Company reserves the right to require further evidence to confirm that the Land is unencumbered, and further reserves the right to make additional requirements or add additional items or exceptions upon receipt of the requested evidence. To delete this requirement, the title agent must confirm with the owner that the Land is free and clear of mortgages and include such a recitation in the title affidavit.

18. Unimproved land and other property with an absentee owner poses an elevated risk of fraud. The title agent must use due diligence to verify the identity of the seller(s). Please see Florida Underwriting Bulletin 2021-09, a copy of which is available at fnfflorida.com, for guidelines.

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19. Redemption of Tax Sale Certificate No.# 5087 for unpaid taxes for the year(s) 2023.

20. Proof of payment, satisfactory to the Company, of taxes for the year(s) 2024 in the gross amount of $1,510.19 under Tax Folio Number: 424243031760.

21. NOTE: Because the contemplated transaction involves an all-cash closing, the Company has not performed searches on the names of the purchasers/proposed insured. If the Company is asked to insure a Mortgage from said purchasers, we will require notification of same and we reserve the right to make additional requirements and/or exceptions which we may deem necessary after conducting name searches on the purchasers.

22. The following note is for informational purposes only, is neither guaranteed nor insured, and is not part of the coverage of this form or policy.
The last conveyance of title that has been of record for more than 24 months and all subsequently recorded conveyances are: Official Records Book 1462, Page 611 and Official Records Book 8573, Page 1087

23. NOTE: The Conveyances to Foreign Entities Act in sections 692.201 - 692.205, Florida Statutes (the Act), limits and regulates the purchase, sale and ownership of Florida real property by certain buyers who are associated with foreign countries of concern, specifically the Peoples Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic Peoples Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro and the Syrian Arab Republic. In connection with the purchase of real property, the Act requires each buyer to provide an affidavit confirming the purchaser is in compliance with the Act. Any loss or damage resulting from a violation of the Act is excluded from coverage under the terms of the Policy.

24. NOTE: Section 695.26 (1)(c), F.S., provides that no instrument conveying, assigning, encumbering or otherwise disposing of an interest in real property which is executed or acknowledged in Florida shall be recorded by the clerk of court unless the post office address of each witness is legibly printed, typed or stamped upon the instrument. If an instrument containing one or more witnesses is recorded, the witnesses addresses, as well as their names, should appear below their signatures. A business address may be used.

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SCHEDULE B, PART II – Exceptions

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

The Policy will not insure against loss or damage resulting from the terms and conditions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.

2. Taxes and assessments for the year 2024 and subsequent years, which are not yet due and payable.

3. Standard Exceptions:

   Easements, claims of easements, boundary line disputes, overlaps, encroachments or other matters not shown by the public records which would be disclosed by an accurate survey of the land.

   Rights or claims of parties in possession not shown by the public records.

   Any lien, or right to a lien, for services, labor, or materials heretofore or hereafter furnished, imposed by law and not shown by the public records.

   Taxes or assessments which are not shown as existing liens in the public records.

4. Any claim that any portion of the insured land is sovereign lands of the State of Florida, including submerged, filled or artificially exposed lands accreted to such land.

5. Any lien provided by Chapter 159, Florida Statutes, in favor of any city, town, village or port authority for unpaid service charges for service by any water, sewer or gas system supplying the insured land.

   NOTE: The Company reserves the right to make further requirements and/or exceptions upon its review of the proposed documents creating the estate or interest to be insured or otherwise ascertaining details of the transaction.

   NOTE: Exception 1 above shall be deemed deleted as of the time the settlement funds or proceeds of the loan to be secured by the insured mortgage, as applicable, are disbursed by the Company or its authorized agent. Neither the Company nor its agent shall, however, be under any duty to disburse any sum except upon a determination that no such adverse intervening matters have appeared of record or occurred.

6. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this form.

7. Taxes and assessments for the year 2025 and subsequent years, which are not yet due and payable.

8. Standard Exceptions:

   Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.

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Rights or claims of parties in possession not shown by the public records.

Any lien, or right to a lien, for services, labor, or materials heretofore or hereafter furnished, imposed by law and not shown by the public records.

Taxes or assessments which are not shown as existing liens in the public records.

9. Any claim that any portion of the insured land is sovereign lands of the State of Florida, including submerged, filled or artificially exposed lands accreted to such land.

10. Any lien provided by County Ordinance or by Chapter 159, Florida Statutes, in favor of any city, town, village or port authority for unpaid service charges for service by any water, sewer or gas system supplying the insured land.

11. NOTE: Exception 1 above shall be deemed deleted as of the time the settlement funds or proceeds of the loan to be secured by the insured mortgage, as applicable, are disbursed by the Company or its authorized agent. Neither the Company nor its agent shall, however, be under any duty to disburse any sum except upon a determination that no such adverse intervening matters have appeared of record or occurred.

12. NOTES ON STANDARD EXCEPTIONS:

    Item 3A will be deleted from the policy(ies) upon receipt of an accurate survey of the Land acceptable to the Company. Exception will be made for any encroachment, setback line violation, overlap, boundary line dispute or other adverse matter disclosed by the survey.

    Items 3B, 3C, and 3D will be deleted from the policy(ies) upon receipt of an affidavit acceptable to the Company, affirming that, except as disclosed therein (i) no parties in possession of the Land exist other than the record owner(s); (ii) no improvements have been made to the Land within 90 days prior to closing which have not have been paid for in full; and (iii) no unpaid taxes or assessments are against the Land which are not shown as existing liens in the public records. Exception will be made for matters disclosed in the affidavit.

13. Restrictions, covenants, conditions, easements and other matters as contained on the Plat of Powers Subdivision No. 2, recorded in Map Book 9, Page 111, of the Public Records of Volusia County, Florida.

14. Rights of tenants occupying all or part of the insured land under unrecorded leases or rental agreements.

15. NOTE: All recording references in this form shall refer to the public records of Volusia County, Florida, unless otherwise noted.

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EXHIBIT "A"

The Land referred to herein below is situated in the County of Volusia, State of Florida and is described as follows:

Lot 176, Block 3, Powers Subdivision No. 2, according to the map or plat thereof, as recorded in Map Book 9, Page 111, of the Public Records of Volusia County, Florida.

Attachment: 1319 Bender Ave. Lien Reduction Agenda Item (4757 : Request for Lien Reduction - 1319 Bender Avenue)

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Addendum to Contract

Florida Global Int'l. Realty LLC.

Addendum No. 1 to the Contract with the Effective Date of December 11, 2024 between

Deborah Lee Jenkins as PR of RICHARD L JOHNSON Estate (Seller)

and Myron Kehoe and Sherri Kehoe (Buyer)

concerning the property described as: 1319 BENDER AVE, HOLLY HILL, FL 32117

(the "Contract"). Seller and Buyer make the following terms and conditions part of the Contract:
per Attorney Fred Share:

1. Sale contingent upon Court Approval;

2. Closing date to be extended to on or before January 31, 2025;

3. Sale Contingent upon City Commission approval of the discounted payoff of 10% of the Liens to be an amount no more than $7,000 if closed by May 1, 2025 as per Estoppel Letter attached.

Buyer: DocuSigned by: Myron Kehoe 4D98D4888BC4478... Date: 12/23/2024

Buyer: DocuSigned by: Sherri Lynn Kehoe 50CD88E3C0B74FF... Date: 12/23/2024

Seller: Deborah Lee Jenkins as PR of Richard L Johnson Date: 12-23-24

Seller: _____ Date: _____

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DLJ PR of RLJ

DS MCK DS SLK

"AS IS" Residential Contract For Sale And Purchase

THIS FORM HAS BEEN APPROVED BY THE FLORIDA REALTORS AND THE FLORIDA BAR

FloridaRealtors

PARTIES: Deborah Lee Jenkins as PR of Richard L Johnson Estate Johnson Richard Lee Estate, and Myron Kehoe Sherri Kehoe ("Seller"), ("Buyer"), agree that Seller shall sell and Buyer shall buy the following described Real Property and Personal Property (collectively "Property") pursuant to the terms and conditions of this AS IS Residential Contract For Sale And Purchase and any riders and addenda ("Contract"):

1. PROPERTY DESCRIPTION:

(a) Street address, city, zip: 1319 Bender Avenue Holly Hill 32117

(b) Located in: Volusia County, Florida. Property Tax ID #: 4242-43-03-1760

(c) Real Property: The legal description is
LOT 176 BLK 3 POWERS SUB MB 9 PG 111

together with all existing improvements and fixtures, including built-in appliances, built-in furnishings and attached wall-to-wall carpeting and flooring ("Real Property") unless specifically excluded in Paragraph 1(e) or by other terms of this Contract.

(d) Personal Property: Unless excluded in Paragraph 1(e) or by other terms of this Contract, the following items which are owned by Seller and existing on the Property as of the date of the initial offer are included in the purchase: range(s)/oven(s), refrigerator(s), dishwasher(s), disposal, ceiling fan(s), light fixture(s), drapery rods and draperies, blinds, window treatments, smoke detector(s), garage door opener(s), thermostat(s), doorbell(s), television wall mount(s) and television mounting hardware, security gate and other access devices, mailbox keys, and storm shutters/storm protection items and hardware ("Personal Property").
Other Personal Property items included in this purchase are: _____

Personal Property is included in the Purchase Price, has no contributory value, and shall be left for the Buyer.

(e) The following items are excluded from the purchase: _____

PURCHASE PRICE AND CLOSING

2. PURCHASE PRICE (U.S. currency): ..... $ 45,000.00

(a) Initial deposit to be held in escrow in the amount of **(checks subject to Collection)** ..... $ 1,000.00
The initial deposit made payable and delivered to "Escrow Agent" named below
(CHECK ONE): (i) ☐ accompanies offer or (ii) ☒ is to be made within 3 (if left blank, then 3) days after Effective Date. IF NEITHER BOX IS CHECKED, THEN OPTION (ii) SHALL BE DEEMED SELECTED.
Escrow Agent Name: Attorney Fred Share
Address: 1092 Ridgewood Ave Holly Hill FL 32117 Phone: 386-253-1030
Email: brobins@cfl.rr.com Fax: _____

(b) Additional deposit to be delivered to Escrow Agent within _____ (if left blank, then 10) days after Effective Date ..... $ _____
(All deposits paid or agreed to be paid, are collectively referred to as the "Deposit")

(c) Financing: Express as a dollar amount or percentage ("Loan Amount") see Paragraph 8 ..... _____

(d) Other: _____ ..... $ _____

(e) Balance to close (not including Buyer's closing costs, prepaids and prorations) by wire transfer or other Collected funds (See STANDARD S) ..... $ 44,000.00

3. TIME FOR ACCEPTANCE OF OFFER AND COUNTER-OFFERS; EFFECTIVE DATE:

(a) If not signed by Buyer and Seller, and an executed copy delivered to all parties on or before 12/11/2024, this offer shall be deemed withdrawn and the Deposit, if any, shall be returned to Buyer. Unless otherwise stated, time for acceptance of any counter-offers shall be within 2 days after the day the counter-offer is delivered.

(b) The effective date of this Contract shall be the date when the last one of the Buyer and Seller has signed or initialed and delivered this offer or final counter-offer ("Effective Date").

4. CLOSING; CLOSING DATE: The closing of this transaction shall occur when all funds required for closing are received by Closing Agent and Collected pursuant to STANDARD S and all closing documents required to be furnished by each party pursuant to this Contract are delivered ("Closing"). Unless modified by other provisions of

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this Contract, the Closing shall occur on 12/23/2024 ("Closing Date"), at the time established by the Closing Agent.

5. EXTENSION OF CLOSING DATE:

(a) In the event Closing funds from Buyer's lender(s) are not available on Closing Date due to Consumer Financial Protection Bureau Closing Disclosure delivery requirements ("CFPB Requirements"), if Paragraph 8(b) is checked, Loan Approval has been obtained, and lender's underwriting is complete, then Closing Date shall be extended for such period necessary to satisfy CFPB Requirements, provided such period shall not exceed 7 days.

(b) If an event constituting "Force Majeure" causes services essential for Closing to be unavailable, including the unavailability of utilities or issuance of hazard, wind, flood or homeowners' insurance, Closing Date shall be extended as provided in STANDARD G.

6. OCCUPANCY AND POSSESSION:

(a) Unless Paragraph 6(b) is checked, Seller shall, at Closing, deliver occupancy and possession of the Property to Buyer free of tenants, occupants and future tenancies. Also, at Closing, Seller shall have removed all personal items and trash from the Property and shall deliver all keys, garage door openers, access devices and codes, as applicable, to Buyer. If occupancy is to be delivered before Closing, Buyer assumes all risks of loss to the Property from date of occupancy, shall be responsible and liable for maintenance from that date, and shall have accepted the Property in its existing condition as of time of taking occupancy, see Rider T PRE-CLOSING OCCUPANCY BY BUYER.

(b) ☐ **CHECK IF PROPERTY IS SUBJECT TO LEASE(S) OR OCCUPANCY AFTER CLOSING.** If Property is subject to a lease(s) or any occupancy agreements (including seasonal and short-term vacation rentals) after Closing or is intended to be rented or occupied by third parties beyond Closing, the facts and terms thereof shall be disclosed in writing by Seller to Buyer and copies of the written lease(s) shall be delivered to Buyer, all within 5 days after Effective Date. If Buyer determines, in Buyer's sole discretion, that the lease(s) or terms of occupancy are not acceptable to Buyer, Buyer may terminate this Contract by delivery of written notice of such election to Seller within 5 days after receipt of the above items from Seller, and Buyer shall be refunded the Deposit thereby releasing Buyer and Seller from all further obligations under this Contract. Estoppel Letter(s) and Seller's affidavit shall be provided pursuant to STANDARD D, except that tenant Estoppel Letters shall not be required on seasonal or short-term vacation rentals. If Property is intended to be occupied by Seller after Closing, see Rider U POST-CLOSING OCCUPANCY BY SELLER.

7. ASSIGNABILITY: (CHECK ONE): Buyer ☐ may assign and thereby be released from any further liability under this Contract; ☐ may assign but not be released from liability under this Contract; or ☒ may not assign this Contract. IF NO BOX IS CHECKED, THEN BUYER MAY NOT ASSIGN THIS CONTRACT.

FINANCING

8. FINANCING:

☒ (a) This is a cash transaction with no financing contingency.

☐ (b) This Contract is contingent upon, within _____ (if left blank, then 30) days after Effective Date ("Loan Approval Period"): (1) Buyer obtaining approval of a ☐ conventional ☐ FHA ☐ VA or ☐ other _____ (describe) mortgage loan for purchase of the Property for a **(CHECK ONE):** ☐ fixed, ☐ adjustable, ☐ fixed or adjustable rate in the Loan Amount (See Paragraph 2(c)), at an initial interest rate not to exceed _____ % (if left blank, then prevailing rate based upon Buyer's creditworthiness), and for a term of _____(if left blank, then 30) years ("Financing"); and (2) Buyer's mortgage broker or lender having received an appraisal or alternative valuation of the Property satisfactory to lender, if either is required by lender, which is sufficient to meet the terms required for lender to provide Financing for Buyer and proceed to Closing ("Appraisal").

(i) Buyer shall make application for Financing within _____ (if left blank, then 5) days after Effective Date and use good faith and diligent effort to obtain approval of a loan meeting the Financing and Appraisal terms of Paragraph 8(b)(1) and (2), above, ("Loan Approval") within the Loan Approval Period and, thereafter, to close this Contract. Loan Approval which requires Buyer to sell other real property shall not be considered Loan Approval unless Rider V is attached.

Buyer's failure to use good faith and diligent effort to obtain Loan Approval during the Loan Approval Period shall be considered a default under the terms of this Contract. For purposes of this provision, "diligent effort" includes, but is not limited to, timely furnishing all documents and information required by Buyer's mortgage broker and lender and paying for Appraisal and other fees and charges in connection with Buyer's application for Financing.

(ii) Buyer shall, upon written request, keep Seller and Broker fully informed about the status of Buyer's mortgage loan application, loan processing, appraisal, and Loan Approval, including any Property related conditions of Loan Approval. Buyer authorizes Buyer's mortgage broker, lender, and Closing Agent to disclose such status

Buyer's Initials DS DS

Seller's Initials DLJ PR of RLJ _____

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and progress and release preliminary and finally executed closing disclosures and settlement statements, as appropriate and allowed, to Seller and Broker.

(iii) If within the Loan Approval Period, Buyer obtains Loan Approval, Buyer shall notify Seller of same in writing prior to expiration of the Loan Approval Period; or, if Buyer is unable to obtain Loan Approval within Loan Approval Period but Buyer is satisfied with Buyer's ability to obtain Loan Approval and proceed to Closing, Buyer shall deliver written notice to Seller confirming same, prior to the expiration of the Loan Approval Period.

(iv) If Buyer is unable to obtain Loan Approval within the Loan Approval Period, or cannot timely meet the terms of Loan Approval, all after the exercise of good faith and diligent effort, Buyer may terminate this Contract by delivering written notice of termination to Seller prior to expiration of the Loan Approval Period; whereupon, provided Buyer is not in default under the terms of this Contract, Buyer shall be refunded the Deposit thereby releasing Buyer and Seller from all further obligations under this Contract.

(v) If Buyer fails to timely deliver any written notice provided for in Paragraph 8(b)(iii) or (iv), above, to Seller prior to expiration of the Loan Approval Period, then Buyer shall proceed forward with this Contract as though Paragraph 8(a), above, had been checked as of the Effective Date; provided, however, Seller may elect to terminate this Contract by delivering written notice of termination to Buyer within 3 days after expiration of the Loan Approval Period and, provided Buyer is not in default under the terms of this Contract, Buyer shall be refunded the Deposit thereby releasing Buyer and Seller from all further obligations under this Contract.

(vi) If Buyer has timely provided either written notice provided for in Paragraph 8b(iii), above, and Buyer thereafter fails to close this Contract, the Deposit shall be paid to Seller unless failure to close is due to: (1) Seller's default or inability to satisfy other contingencies of this Contract; or (2) Property related conditions of the Loan Approval (specifically excluding the Appraisal valuation) have not been met unless such conditions are waived by other provisions of this Contract; in which event(s) the Buyer shall be refunded the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract.

☐ (c) Assumption of existing mortgage (see Rider D for terms).

☐ (d) Purchase money note and mortgage to Seller (see Rider C for terms).

CLOSING COSTS, FEES AND CHARGES

9. CLOSING COSTS; TITLE INSURANCE; SURVEY; HOME WARRANTY; SPECIAL ASSESSMENTS:

(a) COSTS TO BE PAID BY SELLER:

- Documentary stamp taxes and surtax on deed, if any
- Owner's Policy and Charges (if Paragraph 9(c)(i) is checked)
- Title search charges (if Paragraph 9(c)(iii) is checked)
- Municipal lien search (if Paragraph 9(c)(i) or (iii) is checked)
- Charges for FIRPTA withholding and reporting
- HOA/Condominium Association estoppel fees
- Recording and other fees needed to cure title
- Seller's attorneys' fees
- Other:_____

If, prior to Closing, Seller is unable to meet the AS IS Maintenance Requirement as required by Paragraph 11, a sum equal to 125% of estimated costs to meet the AS IS Maintenance Requirement shall be escrowed at Closing. If actual costs to meet the AS IS Maintenance Requirement exceed escrowed amount, Seller shall pay such actual costs. Any unused portion of escrowed amount(s) shall be returned to Seller.

(b) COSTS TO BE PAID BY BUYER:

- Taxes and recording fees on notes and mortgages
- Recording fees for deed and financing statements
- Owner's Policy and Charges (if Paragraph 9(c)(ii) is checked)
- Survey (and elevation certification, if required)
- Lender's title policy and endorsements
- HOA/Condominium Association application/transfer fees
- Municipal lien search (if Paragraph 9(c)(ii) is checked)
- Other:_____
- Loan expenses
- Appraisal fees
- Buyer's Inspections
- Buyer's attorneys' fees
- All property related insurance
- Owner's Policy Premium (if Paragraph 9(c)(iii) is checked)

(c) TITLE EVIDENCE AND INSURANCE: At least _____ (if left blank, then 15, or if Paragraph 8(a) is checked, then 5) days prior to Closing Date ("Title Evidence Deadline"), a title insurance commitment issued by a Florida licensed title insurer, with legible copies of instruments listed as exceptions attached thereto ("Title Commitment") and, after Closing, an owner's policy of title insurance (see STANDARD A for terms) shall be obtained and delivered to Buyer. If Seller has an owner's policy of title insurance covering the Real Property, Seller shall furnish a copy to Buyer and Closing Agent within 5 days after Effective Date. The owner's title policy premium, title search and closing services (collectively, "Owner's Policy and Charges") shall be paid, as set forth below. The title insurance premium charges for the owner's policy and any lender's policy will be calculated and allocated in accordance with Florida law, but may be reported differently on certain federally mandated closing disclosures and other closing documents. For purposes of this Contract "municipal lien search" means a

Buyer's Initials DS DS _____ _____ Seller's Initials DLJ PR of RLJ _____ _____

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Attachment: 1319 Bender Ave. Lien Reduction Agenda Item (4757 : Request for Lien Reduction - 1319 Bender Avenue)

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search of records necessary for the owner's policy of title insurance to be issued without exception for unrecorded liens imposed pursuant to Chapters 153, 159 or 170, F.S., in favor of any governmental body, authority or agency. **(CHECK ONE):**

☒ (i) Seller shall designate Closing Agent and pay for Owner's Policy and Charges, and Buyer shall pay the premium for Buyer's lender's policy and charges for closing services related to the lender's policy, endorsements and loan closing, which amounts shall be paid by Buyer to Closing Agent or such other provider(s) as Buyer may select; or

☐ (ii) Buyer shall designate Closing Agent and pay for Owner's Policy and Charges and charges for closing services related to Buyer's lender's policy, endorsements and loan closing; or

☐ (iii) **[MIAMI-DADE/BROWARD REGIONAL PROVISION]:** Buyer shall designate Closing Agent. Seller shall furnish a copy of a prior owner's policy of title insurance or other evidence of title and pay fees for: (A) a continuation or update of such title evidence, which is acceptable to Buyer's title insurance underwriter for reissue of coverage; (B) tax search; and (C) municipal lien search. Buyer shall obtain and pay for post-Closing continuation and premium for Buyer's owner's policy, and if applicable, Buyer's lender's policy. Seller shall not be obligated to pay more than $_____ (if left blank, then $200.00) for abstract continuation or title search ordered or performed by Closing Agent.

(d) **SURVEY:** At least 5 days prior to Closing Date, Buyer may, at Buyer's expense, have the Real Property surveyed and certified by a registered Florida surveyor ("Survey"). If Seller has a survey covering the Real Property, a copy shall be furnished to Buyer and Closing Agent within 5 days after Effective Date.

(e) **HOME WARRANTY:** At Closing, ☐ Buyer ☐ Seller ☒ N/A shall pay for a home warranty plan issued by _____ at a cost not to exceed $_____. A home warranty plan provides for repair or replacement of many of a home's mechanical systems and major built-in appliances in the event of breakdown due to normal wear and tear during the agreement's warranty period.

(f) **SPECIAL ASSESSMENTS:** At Closing, Seller shall pay: (i) the full amount of liens imposed by a public body ("public body" does not include a Condominium or Homeowner's Association) that are certified, confirmed and ratified before Closing; and (ii) the amount of the public body's most recent estimate or assessment for an improvement which is substantially complete as of Effective Date, but that has not resulted in a lien being imposed on the Property before Closing. Buyer shall pay all other assessments. If special assessments may be paid in installments **(CHECK ONE):**

☐ (a) Seller shall pay installments due prior to Closing and Buyer shall pay installments due after Closing. Installments prepaid or due for the year of Closing shall be prorated.

☒ (b) Seller shall pay, in full, prior to or at the time of Closing, any assessment(s) allowed by the public body to be prepaid. For any assessment(s) which the public body does not allow prepayment, OPTION (a) shall be deemed selected for such assessment(s).

IF NEITHER BOX IS CHECKED, THEN OPTION (a) SHALL BE DEEMED SELECTED.

This Paragraph 9(f) shall not apply to a special benefit tax lien imposed by a community development district (CDD) pursuant to Chapter 190, F.S., or special assessment(s) imposed by a special district pursuant to Chapter 189, F.S., which lien(s) or assessment(s) shall be prorated pursuant to STANDARD K.

DISCLOSURES

10. DISCLOSURES:

(a) **RADON GAS:** Radon is a naturally occurring radioactive gas that, when it is accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.

(b) **PERMITS DISCLOSURE:** Except as may have been disclosed by Seller to Buyer in a written disclosure, Seller does not know of any improvements made to the Property which were made without required permits or made pursuant to permits which have not been properly closed or otherwise disposed of pursuant to Section 553.79, F.S. If Seller identifies permits which have not been closed or improvements which were not permitted, then Seller shall promptly deliver to Buyer all plans, written documentation or other information in Seller's possession, knowledge, or control relating to improvements to the Property which are the subject of such open permits or unpermitted improvements.

(c) **MOLD:** Mold is naturally occurring and may cause health risks or damage to property. If Buyer is concerned or desires additional information regarding mold, Buyer should contact an appropriate professional.

(d) **FLOOD ZONE; ELEVATION CERTIFICATION:** Buyer is advised to verify by elevation certificate which flood zone the Property is in, whether flood insurance is required by Buyer's lender, and what restrictions apply to improving the Property and rebuilding in the event of casualty. If Property is in a "Special Flood Hazard Area"

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or "Coastal Barrier Resources Act" designated area or otherwise protected area identified by the U.S. Fish and Wildlife Service under the Coastal Barrier Resources Act and the lowest floor elevation for the building(s) and/or flood insurance rating purposes is below minimum flood elevation or is ineligible for flood insurance coverage through the National Flood Insurance Program or private flood insurance as defined in 42 U.S.C. §4012a, Buyer may terminate this Contract by delivering written notice to Seller within _____ (if left blank, then 20) days after Effective Date, and Buyer shall be refunded the Deposit thereby releasing Buyer and Seller from all further obligations under this Contract, failing which Buyer accepts existing elevation of buildings and flood zone designation of Property.

(e) **ENERGY BROCHURE:** Buyer acknowledges receipt of Florida Energy-Efficiency Rating Information Brochure required by Section 553.996, F.S.

(f) **LEAD-BASED PAINT:** If Property includes pre-1978 residential housing, a lead-based paint disclosure is mandatory.

(g) **HOMEOWNERS' ASSOCIATION/COMMUNITY DISCLOSURE: BUYER SHOULD NOT EXECUTE THIS CONTRACT UNTIL BUYER HAS RECEIVED AND READ THE HOMEOWNERS' ASSOCIATION/COMMUNITY DISCLOSURE, IF APPLICABLE.**

(h) **PROPERTY TAX DISCLOSURE SUMMARY:** BUYER SHOULD NOT RELY ON THE SELLER'S CURRENT PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT THE BUYER MAY BE OBLIGATED TO PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE COUNTY PROPERTY APPRAISER'S OFFICE FOR INFORMATION.

(i) **FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT ("FIRPTA"):** Seller shall inform Buyer in writing if Seller is a "foreign person" as defined by the Foreign Investment in Real Property Tax Act ("FIRPTA"). Buyer and Seller shall comply with FIRPTA, which may require Seller to provide additional cash at Closing. If Seller is not a "foreign person", Seller can provide Buyer, at or prior to Closing, a certification of non-foreign status, under penalties of perjury, to inform Buyer and Closing Agent that no withholding is required. See STANDARD V for further information pertaining to FIRPTA. Buyer and Seller are advised to seek legal counsel and tax advice regarding their respective rights, obligations, reporting and withholding requirements pursuant to FIRPTA.

(j) **SELLER DISCLOSURE:** Seller knows of no facts materially affecting the value of the Real Property which are not readily observable and which have not been disclosed to Buyer. Except as provided for in the preceding sentence, Seller extends and intends no warranty and makes no representation of any type, either express or implied, as to the physical condition or history of the Property. Except as otherwise disclosed in writing Seller has received no written or verbal notice from any governmental entity or agency as to a currently uncorrected building, environmental or safety code violation.

PROPERTY MAINTENANCE, CONDITION, INSPECTIONS AND EXAMINATIONS

11. PROPERTY MAINTENANCE: Except for ordinary wear and tear and Casualty Loss, Seller shall maintain the Property, including, but not limited to, lawn, shrubbery, and pool, in the condition existing as of Effective Date ("AS IS Maintenance Requirement"). See Paragraph 9(a) for escrow procedures, if applicable.

12. PROPERTY INSPECTION; RIGHT TO CANCEL:

(a) ***PROPERTY INSPECTIONS AND RIGHT TO CANCEL: Buyer shall have 0 (if left blank, then 15) days after Effective Date ("Inspection Period") within which to have such inspections of the Property performed as Buyer shall desire during the Inspection Period. If Buyer determines, in Buyer's sole discretion, that the Property is not acceptable to Buyer, Buyer may terminate this Contract by delivering written notice of such election to Seller prior to expiration of Inspection Period. If Buyer timely terminates this Contract, the Deposit paid shall be returned to Buyer, thereupon, Buyer and Seller shall be released of all further obligations under this Contract; however, Buyer shall be responsible for prompt payment for such inspections, for repair of damage to, and restoration of, the Property resulting from such inspections, and shall provide Seller with paid receipts for all work done on the Property (the preceding provision shall survive termination of this Contract). Unless Buyer exercises the right to terminate granted herein, Buyer accepts the physical condition of the Property and any violation of governmental, building, environmental, and safety codes, restrictions, or requirements, but subject to Seller's continuing AS IS Maintenance Requirement, and Buyer shall be responsible for any and all repairs and improvements required by Buyer's lender.***

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(b) **WALK-THROUGH INSPECTION/RE-INSPECTION:** On the day prior to Closing Date, or on Closing Date prior to time of Closing, as specified by Buyer, Buyer or Buyer's representative may perform a walk-through (and follow-up walk-through, if necessary) inspection of the Property solely to confirm that all items of Personal Property are on the Property and to verify that Seller has maintained the Property as required by the AS IS Maintenance Requirement and has met all other contractual obligations.

(c) **SELLER ASSISTANCE AND COOPERATION IN CLOSE-OUT OF BUILDING PERMITS:** If Buyer's inspection of the Property identifies open or needed building permits, then Seller shall promptly deliver to Buyer all plans, written documentation or other information in Seller's possession, knowledge, or control relating to improvements to the Property which are the subject of such open or needed permits, and shall promptly cooperate in good faith with Buyer's efforts to obtain estimates of repairs or other work necessary to resolve such permit issues. Seller's obligation to cooperate shall include Seller's execution of necessary authorizations, consents, or other documents necessary for Buyer to conduct inspections and have estimates of such repairs or work prepared, but in fulfilling such obligation, Seller shall not be required to expend, or become obligated to expend, any money.

(d) **ASSIGNMENT OF REPAIR AND TREATMENT CONTRACTS AND WARRANTIES:** At Buyer's option and cost, Seller will, at Closing, assign all assignable repair, treatment and maintenance contracts and warranties to Buyer.

ESCROW AGENT AND BROKER

13. ESCROW AGENT: Any Closing Agent or Escrow Agent (collectively "Agent") receiving the Deposit, other funds and other items is authorized, and agrees by acceptance of them, to deposit them promptly, hold same in escrow within the State of Florida and, subject to Collection, disburse them in accordance with terms and conditions of this Contract. Failure of funds to become Collected shall not excuse Buyer's performance. When conflicting demands for the Deposit are received, or Agent has a good faith doubt as to entitlement to the Deposit, Agent may take such actions permitted by this Paragraph 13, as Agent deems advisable. If in doubt as to Agent's duties or liabilities under this Contract, Agent may, at Agent's option, continue to hold the subject matter of the escrow until the parties agree to its disbursement or until a final judgment of a court of competent jurisdiction shall determine the rights of the parties, or Agent may deposit same with the clerk of the circuit court having jurisdiction of the dispute. An attorney who represents a party and also acts as Agent may represent such party in such action. Upon notifying all parties concerned of such action, all liability on the part of Agent shall fully terminate, except to the extent of accounting for any items previously delivered out of escrow. If a licensed real estate broker, Agent will comply with provisions of Chapter 475, F.S., as amended and FREC rules to timely resolve escrow disputes through mediation, arbitration, interpleader or an escrow disbursement order.

In any proceeding between Buyer and Seller wherein Agent is made a party because of acting as Agent hereunder, or in any proceeding where Agent interpleads the subject matter of the escrow, Agent shall recover reasonable attorney's fees and costs incurred, to be paid pursuant to court order out of the escrowed funds or equivalent. Agent shall not be liable to any party or person for mis-delivery of any escrowed items, unless such mis-delivery is due to Agent's willful breach of this Contract or Agent's gross negligence. This Paragraph 13 shall survive Closing or termination of this Contract.

14. PROFESSIONAL ADVICE; BROKER LIABILITY: Broker advises Buyer and Seller to verify Property condition, square footage, and all other facts and representations made pursuant to this Contract and to consult appropriate professionals for legal, tax, environmental, and other specialized advice concerning matters affecting the Property and the transaction contemplated by this Contract. Broker represents to Buyer that Broker does not reside on the Property and that all representations (oral, written or otherwise) by Broker are based on Seller representations or public records. **BUYER AGREES TO RELY SOLELY ON SELLER, PROFESSIONAL INSPECTORS AND GOVERNMENTAL AGENCIES FOR VERIFICATION OF PROPERTY CONDITION, SQUARE FOOTAGE AND FACTS THAT MATERIALLY AFFECT PROPERTY VALUE AND NOT ON THE REPRESENTATIONS (ORAL, WRITTEN OR OTHERWISE) OF BROKER.** Buyer and Seller (individually, the "Indemnifying Party") each individually indemnifies, holds harmless, and releases Broker and Broker's officers, directors, agents and employees from all liability for loss or damage, including all costs and expenses, and reasonable attorney's fees at all levels, suffered or incurred by Broker and Broker's officers, directors, agents and employees in connection with or arising from claims, demands or causes of action instituted by Buyer or Seller based on: (i) inaccuracy of information provided by the Indemnifying Party or from public records; (ii) Indemnifying Party's misstatement(s) or failure to perform contractual obligations; (iii) Broker's performance, at Indemnifying Party's request, of any task beyond the scope of services regulated by Chapter 475, F.S., as amended, including Broker's referral, recommendation or retention of any vendor for, or on behalf of, Indemnifying Party; (iv) products or services provided by any such vendor for, or on behalf of, Indemnifying Party; and (v) expenses incurred by any such vendor.

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TRANSACTIONS

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Buyer and Seller each assumes full responsibility for selecting and compensating their respective vendors and paying their other costs under this Contract whether or not this transaction closes. This Paragraph 14 will not relieve Broker of statutory obligations under Chapter 475, F.S., as amended. For purposes of this Paragraph 14, Broker will be treated as a party to this Contract. This Paragraph 14 shall survive Closing or termination of this Contract.

DEFAULT AND DISPUTE RESOLUTION

15. DEFAULT:

(a) **BUYER DEFAULT:** If Buyer fails, neglects or refuses to perform Buyer's obligations under this Contract, including payment of the Deposit, within the time(s) specified, Seller may elect to recover and retain the Deposit for the account of Seller as agreed upon liquidated damages, consideration for execution of this Contract, and in full settlement of any claims, whereupon Buyer and Seller shall be relieved from all further obligations under this Contract, or Seller, at Seller's option, may, pursuant to Paragraph 16, proceed in equity to enforce Seller's rights under this Contract. The portion of the Deposit, if any, paid to Listing Broker upon default by Buyer, shall be split equally between Listing Broker and Cooperating Broker; provided however, Cooperating Broker's share shall not be greater than the commission amount Listing Broker had agreed to pay to Cooperating Broker.

(b) **SELLER DEFAULT:** If for any reason other than failure of Seller to make Seller's title marketable after reasonable diligent effort, Seller fails, neglects or refuses to perform Seller's obligations under this Contract, Buyer may elect to receive return of Buyer's Deposit without thereby waiving any action for damages resulting from Seller's breach, and, pursuant to Paragraph 16, may seek to recover such damages or seek specific performance.

This Paragraph 15 shall survive Closing or termination of this Contract.

16. DISPUTE RESOLUTION: Unresolved controversies, claims and other matters in question between Buyer and Seller arising out of, or relating to, this Contract or its breach, enforcement or interpretation ("Dispute") will be settled as follows:

(a) Buyer and Seller will have 10 days after the date conflicting demands for the Deposit are made to attempt to resolve such Dispute, failing which, Buyer and Seller shall submit such Dispute to mediation under Paragraph 16(b).

(b) Buyer and Seller shall attempt to settle Disputes in an amicable manner through mediation pursuant to Florida Rules for Certified and Court-Appointed Mediators and Chapter 44, F.S., as amended (the "Mediation Rules"). The mediator must be certified or must have experience in the real estate industry. Injunctive relief may be sought without first complying with this Paragraph 16(b). Disputes not settled pursuant to this Paragraph 16 may be resolved by instituting action in the appropriate court having jurisdiction of the matter. This Paragraph 16 shall survive Closing or termination of this Contract.

17. ATTORNEY'S FEES; COSTS: The parties will split equally any mediation fee incurred in any mediation permitted by this Contract, and each party will pay their own costs, expenses and fees, including attorney's fees, incurred in conducting the mediation. In any litigation permitted by this Contract, the prevailing party shall be entitled to recover from the non-prevailing party costs and fees, including reasonable attorney's fees, incurred in conducting the litigation. This Paragraph 17 shall survive Closing or termination of this Contract.

STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS")

18. STANDARDS:

A. TITLE:

(i) **TITLE EVIDENCE; RESTRICTIONS; EASEMENTS; LIMITATIONS:** Within the time period provided in Paragraph 9(c), the Title Commitment, with legible copies of instruments listed as exceptions attached thereto, shall be issued and delivered to Buyer. The Title Commitment shall set forth those matters to be discharged by Seller at or before Closing and shall provide that, upon recording of the deed to Buyer, an owner's policy of title insurance in the amount of the Purchase Price, shall be issued to Buyer insuring Buyer's marketable title to the Real Property, subject only to the following matters: (a) comprehensive land use plans, zoning, and other land use restrictions, prohibitions and requirements imposed by governmental authority; (b) restrictions and matters appearing on the Plat or otherwise common to the subdivision; (c) outstanding oil, gas and mineral rights of record without right of entry; (d) unplatted public utility easements of record (located contiguous to real property lines and not more than 10 feet in width as to rear or front lines and 7 1/2 feet in width as to side lines); (e) taxes for year of Closing and subsequent years; and (f) assumed mortgages and purchase money mortgages, if any (if additional items, attach addendum); provided, that, none prevent use of Property for **RESIDENTIAL PURPOSES**. If there exists at Closing any violation of items identified in (b) – (f) above, then the same shall be deemed a title defect. Marketable title shall be determined according to applicable Title Standards adopted by authority of The Florida Bar and in accordance with law.

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STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS") CONTINUED

(ii) **TITLE EXAMINATION:** Buyer shall have 5 days after receipt of Title Commitment to examine it and notify Seller in writing specifying defect(s), if any, that render title unmarketable. If Seller provides Title Commitment and it is delivered to Buyer less than 5 days prior to Closing Date, Buyer may extend Closing for up to 5 days after date of receipt to examine same in accordance with this STANDARD A. Seller shall have 30 days ("Cure Period") after receipt of Buyer's notice to take reasonable diligent efforts to remove defects. If Buyer fails to so notify Seller, Buyer shall be deemed to have accepted title as it then is. If Seller cures defects within Cure Period, Seller will deliver written notice to Buyer (with proof of cure acceptable to Buyer and Buyer's attorney) and the parties will close this Contract on Closing Date (or if Closing Date has passed, within 10 days after Buyer's receipt of Seller's notice). If Seller is unable to cure defects within Cure Period, then Buyer may, within 5 days after expiration of Cure Period, deliver written notice to Seller: (a) extending Cure Period for a specified period not to exceed 120 days within which Seller shall continue to use reasonable diligent effort to remove or cure the defects ("Extended Cure Period"); or (b) electing to accept title with existing defects and close this Contract on Closing Date (or if Closing Date has passed, within the earlier of 10 days after end of Extended Cure Period or Buyer's receipt of Seller's notice), or (c) electing to terminate this Contract and receive a refund of the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract. If after reasonable diligent effort, Seller is unable to timely cure defects, and Buyer does not waive the defects, this Contract shall terminate, and Buyer shall receive a refund of the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract.

B. SURVEY: If Survey discloses encroachments on the Real Property or that improvements located thereon encroach on setback lines, easements, or lands of others, or violate any restrictions, covenants, or applicable governmental regulations described in STANDARD A (i)(a), (b) or (d) above, Buyer shall deliver written notice of such matters, together with a copy of Survey, to Seller within 5 days after Buyer's receipt of Survey, but no later than Closing. If Buyer timely delivers such notice and Survey to Seller, such matters identified in the notice and Survey shall constitute a title defect, subject to cure obligations of STANDARD A above. If Seller has delivered a prior survey, Seller shall, at Buyer's request, execute an affidavit of "no change" to the Real Property since the preparation of such prior survey, to the extent the affirmations therein are true and correct.

C. INGRESS AND EGRESS: Seller represents that there is ingress and egress to the Real Property and title to the Real Property is insurable in accordance with STANDARD A without exception for lack of legal right of access.

D. LEASE INFORMATION: Seller shall, at least 10 days prior to Closing, furnish to Buyer estoppel letters from tenant(s)/occupant(s) specifying nature and duration of occupancy, rental rates, advanced rent and security deposits paid by tenant(s) or occupant(s)("Estoppel Letter(s)"). If Seller is unable to obtain such Estoppel Letter(s) the same information shall be furnished by Seller to Buyer within that time period in the form of a Seller's affidavit and Buyer may thereafter contact tenant(s) or occupant(s) to confirm such information. If Estoppel Letter(s) or Seller's affidavit, if any, differ materially from Seller's representations and lease(s) provided pursuant to Paragraph 6, or if tenant(s)/occupant(s) fail or refuse to confirm Seller's affidavit, Buyer may deliver written notice to Seller within 5 days after receipt of such information, but no later than 5 days prior to Closing Date, terminating this Contract and receive a refund of the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract. Seller shall, at Closing, deliver and assign all leases to Buyer who shall assume Seller's obligations thereunder.

E. LIENS: Seller shall furnish to Buyer at Closing an affidavit attesting (i) to the absence of any financing statement, claims of lien or potential lienors known to Seller and (ii) that there have been no improvements or repairs to the Real Property for 90 days immediately preceding Closing Date. If the Real Property has been improved or repaired within that time, Seller shall deliver releases or waivers of construction liens executed by all general contractors, subcontractors, suppliers and materialmen in addition to Seller's lien affidavit setting forth names of all such general contractors, subcontractors, suppliers and materialmen, further affirming that all charges for improvements or repairs which could serve as a basis for a construction lien or a claim for damages have been paid or will be paid at Closing.

F. TIME: Time is of the essence in this Contract. Calendar days, based on where the Property is located, shall be used in computing time periods. Other than time for acceptance and Effective Date as set forth in Paragraph 3, any time periods provided for or dates specified in this Contract, whether preprinted, handwritten, typewritten or inserted herein, which shall end or occur on a Saturday, Sunday, national legal public holiday (as defined in 5 U.S.C. Sec. 6103(a)), or a day on which a national legal public holiday is observed because it fell on a Saturday or Sunday, shall extend to the next calendar day which is not a Saturday, Sunday, national legal public holiday, or a day on which a national legal public holiday is observed.

G. FORCE MAJEURE: Buyer or Seller shall not be required to exercise or perform any right or obligation under this Contract or be liable to each other for damages so long as performance or non-performance of the right or obligation, or the availability of services, insurance, or required approvals essential to Closing, is disrupted, delayed,

DS DS

Buyer's Initials _____ _____

DLJ PR OF RLJ

Seller's Initials _____ _____

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caused or prevented by a Force Majeure event. "Force Majeure" means: hurricanes, floods, extreme weather, earthquakes, fires, or other acts of God, unusual transportation delays, wars, insurrections, civil unrest, or acts of terrorism, governmental actions and mandates, government shut downs, epidemics, or pandemics, which, by exercise of reasonable diligent effort, the non-performing party is unable in whole or in part to prevent or overcome. The Force Majeure event will be deemed to have begun on the first day the effect of the Force Majeure prevents performance, non-performance, or the availability of services, insurance or required approvals essential to Closing. All time periods affected by the Force Majeure event, including Closing Date, will be extended a reasonable time up to 7 days after the Force Majeure event no longer prevents performance under this Contract; provided, however, if such Force Majeure event continues to prevent performance under this Contract more than 30 days beyond Closing Date, then either party may terminate this Contract by delivering written notice to the other and the Deposit shall be refunded to Buyer, thereby releasing Buyer and Seller from all further obligations under this Contract.

H. CONVEYANCE: Seller shall convey marketable title to the Real Property by statutory warranty, trustee's, personal representative's, or guardian's deed, as appropriate to the status of Seller, subject only to matters described in STANDARD A and those accepted by Buyer. Personal Property shall, at request of Buyer, be transferred by absolute bill of sale with warranty of title, subject only to such matters as may be provided for in this Contract.

I. CLOSING LOCATION; DOCUMENTS; AND PROCEDURE:

(i) **LOCATION:** Closing will be conducted by the attorney or other closing agent ("Closing Agent") designated by the party paying for the owner's policy of title insurance and will take place in the county where the Real Property is located at the office of the Closing Agent, or at such other location agreed to by the parties. If there is no title insurance, Seller will designate Closing Agent. Closing may be conducted by mail, overnight courier, or electronic means.

(ii) **CLOSING DOCUMENTS:** Seller shall at or prior to Closing, execute and deliver, as applicable, deed, bill of sale, certificate(s) of title or other documents necessary to transfer title to the Property, construction lien affidavit(s), owner's possession and no lien affidavit(s), and assignment(s) of leases. Seller shall provide Buyer with paid receipts for all work done on the Property pursuant to this Contract. Buyer shall furnish and pay for, as applicable, the survey, flood elevation certification, and documents required by Buyer's lender.

(iii) **FinCEN GTO REPORTING OBLIGATION.** If Closing Agent is required to comply with a U.S. Treasury Department's Financial Crimes Enforcement Network ("FinCEN") Geographic Targeting Order ("GTO"), then Buyer shall provide Closing Agent with essential information and documentation related to Buyer and its Beneficial Owners, including photo identification, and related to the transaction contemplated by this Contract which are required to complete mandatory reporting, including the Currency Transaction Report; and Buyer consents to Closing Agent's collection and report of said information to IRS.

(iv) **PROCEDURE:** The deed shall be recorded upon Collection of all closing funds. If the Title Commitment provides insurance against adverse matters pursuant to Section 627.7841, F.S., as amended, the escrow closing procedure required by STANDARD J shall be waived, and Closing Agent shall, **subject to Collection of all closing funds,** disburse at Closing the brokerage fees to Broker and the net sale proceeds to Seller.

J. ESCROW CLOSING PROCEDURE: If Title Commitment issued pursuant to Paragraph 9(c) does not provide for insurance against adverse matters as permitted under Section 627.7841, F.S., as amended, the following escrow and closing procedures shall apply: (1) all Closing proceeds shall be held in escrow by the Closing Agent for a period of not more than 10 days after Closing; (2) if Seller's title is rendered unmarketable, through no fault of Buyer, Buyer shall, within the 10 day period, notify Seller in writing of the defect and Seller shall have 30 days from date of receipt of such notification to cure the defect; (3) if Seller fails to timely cure the defect, the Deposit and all Closing funds paid by Buyer shall, within 5 days after written demand by Buyer, be refunded to Buyer and, simultaneously with such repayment, Buyer shall return the Personal Property, vacate the Real Property and re-convey the Property to Seller by special warranty deed and bill of sale; and (4) if Buyer fails to make timely demand for refund of the Deposit, Buyer shall take title as is, waiving all rights against Seller as to any intervening defect except as may be available to Buyer by virtue of warranties contained in the deed or bill of sale.

K. PRORATIONS; CREDITS: The following recurring items will be made current (if applicable) and prorated as of the day prior to Closing Date, or date of occupancy if occupancy occurs before Closing Date: real estate taxes (including special benefit tax assessments imposed by a CDD pursuant to Chapter 190, F.S., and assessments imposed by special district(s) pursuant to Chapter 189, F.S.), interest, bonds, association fees, insurance, rents and other expenses of Property. Buyer shall have option of taking over existing policies of insurance, if assumable, in which event premiums shall be prorated. Cash at Closing shall be increased or decreased as may be required by prorations to be made through day prior to Closing. Advance rent and security deposits, if any, will be credited to Buyer. Escrow deposits held by Seller's mortgagee will be paid to Seller. Taxes shall be prorated based on current year's tax. If Closing occurs on a date when current year's millage is not fixed but current year's assessment

Attachment: 1319 Bender Ave. Lien Reduction Agenda Item (4757 : Request for Lien Reduction - 1319 Bender Ave)

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is available, taxes will be prorated based upon such assessment and prior year's millage. If current year's assessment is not available, then taxes will be prorated on prior year's tax. If there are completed improvements on the Real Property by January 1st of year of Closing, which improvements were not in existence on January 1st of prior year, then taxes shall be prorated based upon prior year's millage and at an equitable assessment to be agreed upon between the parties, failing which, request shall be made to the County Property Appraiser for an informal assessment taking into account available exemptions. In all cases, due allowance shall be made for the maximum allowable discounts and applicable homestead and other exemptions. A tax proration based on an estimate shall, at either party's request, be readjusted upon receipt of current year's tax bill. This STANDARD K shall survive Closing.

L. ACCESS TO PROPERTY TO CONDUCT APPRAISALS, INSPECTIONS, AND WALK-THROUGH: Seller shall, upon reasonable notice, provide utilities service and access to Property for appraisals and inspections, including a walk-through (or follow-up walk-through if necessary) prior to Closing.

M. RISK OF LOSS: If, after Effective Date, but before Closing, Property is damaged by fire or other casualty ("Casualty Loss") and cost of restoration (which shall include cost of pruning or removing damaged trees) does not exceed 1.5% of Purchase Price, cost of restoration shall be an obligation of Seller and Closing shall proceed pursuant to terms of this Contract. If restoration is not completed as of Closing, a sum equal to 125% of estimated cost to complete restoration (not to exceed 1.5% of Purchase Price) will be escrowed at Closing. If actual cost of restoration exceeds escrowed amount, Seller shall pay such actual costs (but, not in excess of 1.5% of Purchase Price). Any unused portion of escrowed amount shall be returned to Seller. If cost of restoration exceeds 1.5% of Purchase Price, Buyer shall elect to either take Property "as is" together with the 1.5% or receive a refund of the Deposit thereby releasing Buyer and Seller from all further obligations under this Contract. Seller's sole obligation with respect to tree damage by casualty or other natural occurrence shall be cost of pruning or removal.

N. 1031 EXCHANGE: If either Seller or Buyer wish to enter into a like-kind exchange (either simultaneously with Closing or deferred) under Section 1031 of the Internal Revenue Code ("Exchange"), the other party shall cooperate in all reasonable respects to effectuate the Exchange, including execution of documents; provided, however, cooperating party shall incur no liability or expense related to the Exchange, and Closing shall not be contingent upon, nor extended or delayed by, such Exchange.

O. CONTRACT NOT RECORDABLE; PERSONS BOUND; NOTICE; DELIVERY; COPIES; CONTRACT EXECUTION: Neither this Contract nor any notice of it shall be recorded in any public or official records. This Contract shall be binding on, and inure to the benefit of, the parties and their respective heirs or successors in interest. Whenever the context permits, singular shall include plural and one gender shall include all. Notice and delivery given by or to the attorney or broker (including such broker's real estate licensee) representing any party shall be as effective as if given by or to that party. All notices must be in writing and may only be made by mail, facsimile transmission, personal delivery or email. A facsimile or electronic copy of this Contract and any signatures hereon shall be considered for all purposes as an original. This Contract may be executed by use of electronic signatures, as determined by Florida's Electronic Signature Act and other applicable laws.

P. INTEGRATION; MODIFICATION: This Contract contains the full and complete understanding and agreement of Buyer and Seller with respect to the transaction contemplated by this Contract and no prior agreements or representations shall be binding upon Buyer or Seller unless included in this Contract. No modification to or change in this Contract shall be valid or binding upon Buyer or Seller unless in writing and executed by the parties intended to be bound by it.

Q. WAIVER: Failure of Buyer or Seller to insist on compliance with, or strict performance of, any provision of this Contract, or to take advantage of any right under this Contract, shall not constitute a waiver of other provisions or rights.

R. RIDERS; ADDENDA; TYPEWRITTEN OR HANDWRITTEN PROVISIONS: Riders, addenda, and typewritten or handwritten provisions shall control all printed provisions of this Contract in conflict with them.

S. COLLECTION or COLLECTED: "Collection" or "Collected" means any checks tendered or received, including Deposits, have become actually and finally collected and deposited in the account of Escrow Agent or Closing Agent. Closing and disbursement of funds and delivery of closing documents may be delayed by Closing Agent until such amounts have been Collected in Closing Agent's accounts.

T. RESERVED.

U. APPLICABLE LAW AND VENUE: This Contract shall be construed in accordance with the laws of the State of Florida and venue for resolution of all disputes, whether by mediation, arbitration or litigation, shall lie in the county where the Real Property is located.

V. FIRPTA TAX WITHHOLDING: If a seller of U.S. real property is a "foreign person" as defined by FIRPTA, Section 1445 of the Internal Revenue Code ("Code") requires the buyer of the real property to withhold up to 15% of the amount realized by the seller on the transfer and remit the withheld amount to the Internal Revenue Service

DS DS

Buyer's Initials MCK SLK

DLJ PR of RLJ

Seller's Initials _____ _____

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STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS") CONTINUED

(IRS) unless an exemption to the required withholding applies or the seller has obtained a Withholding Certificate from the IRS authorizing a reduced amount of withholding.
(i) No withholding is required under Section 1445 of the Code if the Seller is not a "foreign person". Seller can provide proof of non-foreign status to Buyer by delivery of written certification signed under penalties of perjury, stating that Seller is not a foreign person and containing Seller's name, U.S. taxpayer identification number and home address (or office address, in the case of an entity), as provided for in 26 CFR 1.1445-2(b). Otherwise, Buyer shall withhold the applicable percentage of the amount realized by Seller on the transfer and timely remit said funds to the IRS.
(ii) If Seller is a foreign person and has received a Withholding Certificate from the IRS which provides for reduced or eliminated withholding in this transaction and provides same to Buyer by Closing, then Buyer shall withhold the reduced sum required, if any, and timely remit said funds to the IRS.
(iii) If prior to Closing Seller has submitted a completed application to the IRS for a Withholding Certificate and has provided to Buyer the notice required by 26 CFR 1.1445-1(c) (2)(i)(B) but no Withholding Certificate has been received as of Closing, Buyer shall, at Closing, withhold the applicable percentage of the amount realized by Seller on the transfer and, at Buyer's option, either (a) timely remit the withheld funds to the IRS or (b) place the funds in escrow, at Seller's expense, with an escrow agent selected by Buyer and pursuant to terms negotiated by the parties, to be subsequently disbursed in accordance with the Withholding Certificate issued by the IRS or remitted directly to the IRS if the Seller's application is rejected or upon terms set forth in the escrow agreement.
(iv) In the event the net proceeds due Seller are not sufficient to meet the withholding requirement(s) in this transaction, Seller shall deliver to Buyer, at Closing, the additional Collected funds necessary to satisfy the applicable requirement and thereafter Buyer shall timely remit said funds to the IRS or escrow the funds for disbursement in accordance with the final determination of the IRS, as applicable.
(v) Upon remitting funds to the IRS pursuant to this STANDARD, Buyer shall provide Seller copies of IRS Forms 8288 and 8288-A, as filed.

W. RESERVED

X. BUYER WAIVER OF CLAIMS: ***To the extent permitted by law, Buyer waives any claims against Seller and against any real estate licensee involved in the negotiation of this Contract for any damage or defects pertaining to the physical condition of the Property that may exist at Closing of this Contract and be subsequently discovered by the Buyer or anyone claiming*** **by, through, under or against the Buyer.** ***This provision does not relieve Seller's obligation to comply with Paragraph 10(j). This Standard X shall survive Closing.***

ADDENDA AND ADDITIONAL TERMS

19. ADDENDA: The following additional terms are included in the attached addenda or riders and incorporated into this Contract **(Check if applicable)**:

- ☐ A. Condominium Rider
- ☐ B. Homeowners' Assn.
- ☐ C. Seller Financing
- ☐ D. Mortgage Assumption
- ☐ E. FHA/VA Financing
- ☐ F. Appraisal Contingency
- ☐ G. Short Sale
- ☐ H. Homeowners/Flood Ins.
- ☐ I. RESERVED
- ☐ J. Interest-Bearing Acct
- ☐ K. RESERVED
- ☐ L. RESERVED
- ☐ M. Defective Drywall
- ☐ N. Coastal Construction Control Line
- ☐ O. Insulation Disclosure
- ☑ P. Lead Paint Disclosure (Pre-1978)
- ☐ Q. Housing for Older Persons
- ☐ R. Rezoning
- ☐ S. Lease Purchase/ Lease Option
- ☐ T. Pre-Closing Occupancy
- ☐ U. Post-Closing Occupancy
- ☐ V. Sale of Buyer's Property
- ☐ W. Back-up Contract
- ☐ X. Kick-out Clause
- ☐ Y. Seller's Attorney Approval
- ☐ Z. Buyer's Attorney Approval
- ☐ AA. Licensee Property Interest
- ☐ BB. Binding Arbitration
- ☐ CC. Miami-Dade County Special Taxing District Disclosure
- ☐ DD. Seasonal/Vacation Rentals
- ☐ EE. PACE Disclosure
- ☐ Other:

DLJ POA of RLJ — DS mck — DS slk

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590* **20. ADDITIONAL TERMS:**

591
592 Buyer agrees to pay up to $1,500 of Seller's closing cost.
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594 DLJ PR of RLJ DS MCK DS SLK
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608 **COUNTER-OFFER**

609* ☐ Seller counters Buyer's offer.

610 **[The remainder of this page is intentionally left blank.**
611 **This Contract continues with Line 612 on Page 13 of 13.]**

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THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, SEEK THE ADVICE OF AN ATTORNEY PRIOR TO SIGNING.

THIS FORM HAS BEEN APPROVED BY THE FLORIDA REALTORS AND THE FLORIDA BAR.

Approval of this form by the Florida Realtors and The Florida Bar does not constitute an opinion that any of the terms and conditions in this Contract should be accepted by the parties in a particular transaction. Terms and conditions should be negotiated based upon the respective interests, objectives and bargaining positions of all interested persons.

AN ASTERISK (*) FOLLOWING A LINE NUMBER IN THE MARGIN INDICATES THE LINE CONTAINS A BLANK TO BE COMPLETED.

ATTENTION: SELLER AND BUYER

CONVEYANCES TO FOREIGN BUYERS: Part III of Chapter 692, Sections 692.201 - 692.205, Florida Statutes, 2023 (the "Act"), in part, limits and regulates the sale, purchase and ownership of certain Florida properties by certain buyers who are associated with a "foreign country of concern", namely: the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic. **It is a crime to buy or knowingly sell property in violation of the Act.**

At time of purchase, Buyer must provide a signed Affidavit which complies with the requirements of the Act. Seller and Buyer are advised to seek legal counsel regarding their respective obligations and liabilities under the Act.

Buyer: DocuSigned by: [signature] Date: 12/10/2024

Buyer: Myron Kehoe DocuSigned by: [signature] Date: 12/10/2024

Seller: Sherri Kehoe [signature] Sherri Lynn Kehoe PR of Richard Lee Johnson Date: 12-11-24

Seller: Johnson Richard Lee/Estate Date:

Buyer's address for purposes of notice
1115 Gotham St
Watertown NY 13601

Seller's address for purposes of notice

BROKER: Listing and Cooperating Brokers, if any, named below (collectively, "Broker"), are the only Brokers entitled to compensation in connection with this Contract. Instruction to Closing Agent: Seller and Buyer direct Closing Agent to disburse at Closing the full amount of the brokerage fees as specified in separate brokerage agreements with the parties and cooperative agreements between the Brokers, except to the extent Broker has retained such fees from the escrowed funds. This Contract shall not modify any offer of compensation made by Seller or Listing Broker to Cooperating Brokers.

Charlie Stout
Cooperating Sales Associate, if any

Nannette Durning
Listing Sales Associate

Ted Rugg & Associates LLC
Cooperating Broker, if any

Florida Global International Realty
Listing Broker

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Wire Fraud Prevention Notice

Florida Global Int'l. Realty LLC.

Brokerage Name: Florida Global Int'l Realty, LLC

Always independently verify wiring instructions sent via email

Criminals/hackers are targeting email accounts of various parties involved in real estate transactions (e.g., lawyers, title agents, mortgage brokers, real estate agents). These emails are convincing and sophisticated. Among other concerns, this has led to fraudulent wiring instructions being used to divert funds to the criminal's bank account. These emails may look like legitimate emails from the proper party. If you receive an email regarding instructions that contains any suspicious information, do not click on any links that may be in the email and do not reply.

Broker strongly recommends that Buyer, Seller, and their respective attorneys and others working on a transaction, refrain from placing any sensitive personal and financial information in an email, directly or through an email attachment. When there is a need to share Social Security numbers, bank accounts, credit card numbers, wiring instructions or similar sensitive information, Broker strongly recommends using more secure means, such as providing the information in person, over the phone, or through secure mail or package services, whenever possible. **In addition, before Buyer or Seller wires any funds to any party (including Buyer or Seller's attorney, title agent, mortgage broker, or real estate broker) personally call them to confirm the information is legitimate (i.e., confirm the ABA routing number or SWIFT code and credit account number).** Buyer and Seller should call them at a number that is independently obtained (e.g., from this Contract, the recipient's website, etc.) and not use the number in the email in order to be sure that the contact is a legitimate party.

Buyer/Seller Name (Print): Deborah Lee JENKINS as PR of Richard Lee JOHNSON Estate

Buyer/Seller Signature: Deborah Lee Jenkins as PR of Richard Johnson

Date: 11-6-2024

Buyer/Seller Name (Print): Myron Kehoe

DocuSigned by: 4D98D48888C4478...

Buyer/Seller Signature: Sherri Lynn Kehoe

DocuSigned by: 50CD88E3C0B74FF...

Date: 12/11/2024

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Flood Disclosure

Florida Global Int'l. Realty LLC.

Florida Statute 689.302 requires a seller to complete and provide a flood disclosure to a purchaser of residential real property **at or before** the time the sales contract is executed.

Seller, Deborah Lee Jenkins as PR of RICHARD L JOHNSON Estate, provides Buyer the following flood disclosure **at or before** the time the sales contract is executed.

Property address: 1319 BENDER AVE, HOLLY HILL, FL 32117

Seller, please check the applicable box in paragraphs (1) and (2) below.

FLOOD DISCLOSURE

Flood Insurance: Homeowners' insurance policies do not include coverage for damage resulting from floods. Buyer is encouraged to discuss the need to purchase separate flood insurance coverage with Buyer's insurance agent.

(1) Seller ☐ has ☑ has not filed a claim with an insurance provider relating to flood damage on the property, including, but not limited to, a claim with the National Flood Insurance Program.

(2) Seller ☐ has ☑ has not received federal assistance for flood damage to the property, including, but not limited to, assistance from the Federal Emergency Management Agency.

(3) For the purposes of this disclosure, the term "flooding" means a general or temporary condition of partial or complete inundation of the property caused by any of the following:

a. The overflow of inland or tidal waters.

b. The unusual and rapid accumulation of runoff or surface waters from any established water source, such as a river, stream, or drainage ditch.

c. Sustained periods of standing water resulting from rainfall.

Seller: Deborah Lee Jenkins as PR of Richard Johnson Estate Date: 11-6-2024

Seller: _____ Date: _____

Copy provided to Buyer on Nov. 8, 2024 by ☐ email ☐ facsimile ☐ mail ☑ personal delivery.

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Comprehensive Rider to the Residential Contract For Sale And Purchase

THIS FORM HAS BEEN APPROVED BY THE FLORIDA REALTORS AND THE FLORIDA BAR

Florida Global Int'l. Realty LLC.

If initialed by all parties, the clauses below will be incorporated into the Florida Realtors®/Florida Bar Residential Contract For Sale And Purchase between Deborah Lee Jenkins as PR of RICHARD L JOHNSON Estate (SELLER) and _____ (BUYER) concerning the Property described as 1319 BENDER AVE, HOLLY HILL, FL 32117

Buyer's Initials MCK SLK **Seller's Initials** DLJ

P. LEAD-BASED PAINT DISCLOSURE (Pre-1978 Housing)

Lead-Based Paint Warning Statement

"Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspection in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase."

Seller's Disclosure (INITIAL)

DLJ (a) Presence of lead-based paint or lead-based paint hazards (**CHECK ONE BELOW**):
- ☐ Known lead-based paint or lead-based paint hazards are present in the housing.
- ☑ Seller has no knowledge of lead-based paint or lead-based paint hazards in the housing.

DLJ (b) Records and reports available to the Seller (**CHECK ONE BELOW**):
- ☐ Seller has provided the Buyer with all available records and reports pertaining to lead-based paint or lead-based paint hazards in the housing. List documents: _____
- ☑ Seller has no reports or records pertaining to lead-based paint or lead-based paint hazards in the housing.

Buyer's Acknowledgement (INITIAL)

MCK SLK (c) Buyer has received copies of all information listed above.

MCK SLK (d) Buyer has received the pamphlet *Protect Your Family from Lead in Your Home.*

MCK SLK (e) Buyer has (**CHECK ONE BELOW**):
- ☐ Received a 10-day opportunity (or other mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint or lead-based paint hazards; or
- ☒ Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint or lead-based paint hazards.

Licensee's Acknowledgement (INITIAL)

N.D. (f) Licensee has informed the Seller of the Seller's obligations under 42 U.S.C.4852(d) and is aware of Licensee's responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

Deborah Lee Jenkins AS PR. PR Richard L Johnson Est

SELLER — Date 11-17-24

SELLER — Date

Listing Licensee — Date 11/11/24

DocuSigned by: — BUYER — Date 12/11/2024

DocuSigned by: Sherri Lynn Kelso — BUYER — Date 12/11/2024

DocuSigned by: Charles Stout — Selling Licensee — Date 12/11/2024

Any person or persons who knowingly violate the provisions of the Residential Lead-Based Paint Hazard Reduction Act of 1992 may be subject to civil and criminal penalties and potential triple damages in a private civil lawsuit.

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Seller's Property Disclosure – Residential

Florida Global Int'l. Realty LLC.

Notice to Licensee and seller: Only the **Seller** should fill out this form.

Notice to Seller: Florida law[1] requires a **Seller** of a home to disclose to the **Buyer** all known facts that materially affect the value of the property being sold and that are not readily observable or known by the **Buyer**. This disclosure form is designed to help you comply with the law. However, this disclosure form may not address every significant issue that is unique to the Property. You should think about what you would want to know if you were buying the Property today; and if you need more space for additional information, comments, or explanations, check the Paragraph 12 checkbox and attach an addendum.

Notice to Buyer: The following representations are made by **Seller** and **not** by any real estate licensee. This disclosure is not a guaranty or warranty of any kind. It is not a substitute for any inspections, warranties, or professional advice you may wish to obtain. It is not a substitute for your own personal judgment and common sense. The following information is based only upon **Seller's** actual knowledge of the Property's condition. **Sellers** can disclose only what they actually know. **Seller** may not know about all material or significant items. You should have an independent, professional home inspection to verify the condition of the Property and determine the cost of repairs, if any. This disclosure is not a contract and is not intended to be a part of any contract for sale and purchase.

Seller makes the following disclosure regarding the property described as: 1319 BENDER AVE, HOLLY HILL, FL 32117 (the "Property")

The Property is ☐ owner occupied ☐ tenant occupied ☑ unoccupied (If unoccupied, how long has it been since **Seller** occupied the Property? _____

	Yes	No	Don't Know
1. Structures; Systems; Appliances			
(a) Are the structures including roofs: ceilings; walls; doors; windows; foundation; and pool, hot tub, and spa, if any, structurally sound and free of leaks?	☐	☐	☑
(b) Is seawall, if any, and dockage, if any, structurally sound?	☐	☐	☑
(c) Are existing major appliances and heating, cooling, mechanical, electrical, security, and sprinkler systems, in working condition, i.e., operating in the manner in which the item was designed to operate?	☐	☐	☑
(d) Does the Property have aluminum wiring other than the primary service line?	☐	☐	☑
(e) Are any of the appliances leased? If yes, which ones: _____	☐	☐	☑
(f) If any answer to questions 1(a) - 1(c) is no, please explain: _____			
2. Termites; Other Wood-Destroying Organisms; Pests			
(a) Are termites; other wood-destroying organisms, including fungi; or pests present on the Property or has the Property had any structural damage by them?	☐	☐	☑
(b) Has the Property been treated for termites; other wood-destroying organisms, including fungi; or pests?	☐	☐	☑
(c) If any answer to questions 2(a) - 2(b) is yes, please explain: _____			
3. Water Intrusion; Drainage; Flooding			
(a) Has past or present water intrusion affected the Property?	☐	☐	☑
(b) Have past or present drainage or flooding problems affected the Property?	☐	☐	☑
(c) Is any of the Property located in a special flood hazard area?	☐	☐	☑
(d) Is any of the Property located seaward of the coastal construction control line?	☐	☐	☑
(e) Does your lender require flood insurance?	☐	☐	☑
(f) Do you have an elevation certificate? If yes, please attach a copy.	☐	☐	☑
(g) If any answer to questions 3(a) - 3(d) is yes, please explain: _____			

(Fin. hold) DJ Pr of ~~Rich~~ RLJ Estates

[1] *Johnson v. Davis*, 480 So.2d 625 (Fla. 1985)

Seller (DLJ) (____) and **Buyer** (____) acknowledge receipt of a copy of this page, which is Page 1 of 4.

Serial#: 021086-600173-0480395

AS PR of Richard Johnson Estate

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Attachment: 1319 Bender Ave. Lien Reduction Agenda Item (4757 : Request for Lien Reduction - 1319 Bender Avenue)

	Yes	No	Don't Know
4. Plumbing			
(a) What is your drinking water source? ☐ public ☐ private ☐ well ☐ other			
(b) Have you ever had a problem with the quality, supply, or flow of potable water?	☐	☐	☑
(c) Do you have a water treatment system? If yes, is it ☐ owned ☐ leased?	☐	☐	☑
(d) Do you have a ☐ sewer or ☐ septic system? If septic system, describe the location of each system: _____			
(e) Are any septic tanks, drain fields, or wells that are not currently being used located on the Property?	☐	☐	☑
(f) Are there or have there been any defects to the water system, septic system, drain fields or wells?	☐	☐	☑
(g) Have there been any plumbing leaks since you have owned the Property?	☐	☐	☑
(h) Are any polybutylene pipes on the Property?	☐	☐	☑
(i) If any answer to questions 4(b), 4(c), and 4(e) - 4(h) is yes, please explain: _____			
5. Roof and Roof-Related Items			
(a) To your knowledge, is the roof structurally sound and free of leaks?	☐	☐	☑
(b) The age of the roof is _____ years OR date installed _____			
(c) Has the roof ever leaked during your ownership?	☐	☐	☑
(d) To your knowledge, has there been any repair, restoration, replacement (indicate full or partial) or other work undertaken on the roof? If yes, please explain: _____	☐	☐	☑
(e) Are you aware of any defects to the roof, fascia, soffits, flashings or any other component of the roof system? If yes, please explain: _____	☐	☐	☑
6. Pools; Hot Tubs; Spas			
Note: Florida law requires swimming pools, hot tubs, and spas that received a certificate of completion on or after October 1, 2000, to have at least one safety feature as specified by Section 515.27, Florida Statutes.			
(a) If the Property has a swimming pool, hot tub, or spa that received a certificate of completion on or after October 1, 2000, indicate the existing safety feature(s): ☐ enclosure that meets the pool barrier requirements ☐ approved safety pool cover ☐ required door and window exit alarms ☐ required door locks ☐ none			
(b) Has an in-ground pool on the Property been demolished and/or filled?	☐	☐	☑
7. Sinkholes			
Note: When an insurance claim for sinkhole damage has been made by the **Seller** and paid by the insurer, Section 627.7073(2)(c), Florida Statutes, requires the **Seller** to disclose to the **Buyer** that a claim was paid and whether or not the full amount paid was used to repair the sinkhole damage.			
(a) Does past or present settling, soil movement, or sinkhole(s) affect the Property or adjacent properties?	☐	☐	☑
(b) Has any insurance claim for sinkhole damage been made? If yes, was the claim paid? ☐ yes ☐ no If the claim was paid, were all the proceeds used to repair the damage? ☐ yes ☐ no	☐	☐	☑
(c) If any answer to questions 7(a) - 7(b) is yes, please explain: _____			

(Initial) * As PR of Richard L Johnson Estate

Seller (DLJ) (____) and **Buyer** (DS MCK) (DS SLK) acknowledge receipt of a copy of this page, which is Page 2 of 4.

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Attachment: 1319 Bender Ave. Lien Reduction Agenda Item (4757 : Request for Lien Reduction - 1319 Bender Avenue)

	Yes	No	Don't Know
8. Homeowners' Association Restrictions; Boundaries; Access Roads			
(a) Is membership in a homeowner's association mandatory or do any covenants, conditions or restrictions (CCRs) affect the Property? (CCRs include deed restrictions, restrictive covenants and declaration of covenants.) **Notice to Buyer:** If yes, you should read the association's official records and/or the CCRs before making an offer to purchase. These documents contain information on significant matters, such as recurring dues or fees; special assessments; capital contributions, penalties; and architectural, building, landscaping, leasing, parking, pet, resale, vehicle and other types of restrictions.	☐	☐	☐
(b) Are there any proposed changes to any of the restrictions?	☐	☐	☑
(c) Are any driveways, walls, fences, or other features shared with adjoining landowners?	☐	☐	☑
(d) Are there any encroachments on the Property or any encroachments by the Property's improvements on other lands?	☐	☐	☑
(e) Are there boundary line disputes or easements affecting the Property?	☐	☐	☑
(f) Are you aware of any existing, pending or proposed legal or administrative action affecting homeowner's association common areas (such as clubhouse, pools, tennis courts or other areas)?	☐	☐	☑
(g) Have any subsurface rights, as defined by Section 689.29(3)(b), Florida Statutes, been severed from the Property?	☐	☐	☑
If yes, is there a right of entry? ☐ yes ☐ no	☐	☐	☑
(h) Are access roads ☐ private ☐ public? If private, describe the terms and conditions of the maintenance agreement: _____			
(i) If any answer to questions 8(a) - 8(g) is yes, please explain: _____			

9. Environmental			
(a) Was the Property built before 1978? If yes, please see Lead-Based Paint Disclosure.	☐	☐	☑
(b) Does anything exist on the Property that may be considered an environmental hazard, including but not limited to, lead-based paint; asbestos; mold; urea formaldehyde; radon gas; methamphetamine contamination; defective drywall; fuel, propane, or chemical storage tanks (active or abandoned); or contaminated soil or water?	☐	☐	☑
(c) Has there been any damage, clean up, or repair to the Property due to any of the substances or materials listed in subsection (b) above?	☐	☐	☑
(d) Are any mangroves, archeological sites, or other environmentally sensitive areas located on the Property?	☐	☐	☑
(e) If any answer to questions 9(b) - 9(d) is yes, please explain: _____			
10. Governmental, Claims and Litigation			
(a) Are there any existing, pending or proposed legal or administrative claims affecting the Property?	☐	☐	☑
(b) Are you aware of any existing or proposed municipal or county special assessments affecting the Property?	☐	☐	☑
(c) Is the Property subject to any Property Assessed Clean Energy (PACE) assessment per Section 163.08, Florida Statutes?	☐	☐	☑
(d) Are you aware of the Property ever having been, or is it currently, subject to litigation or claim, including but not limited to, defective building products, construction defects and/or title problems?	☐	☐	☑
(e) Have you ever had any claims filed against your homeowner's insurance Policy?	☐	☐	☑

Seller (DLJ) (____) and Buyer (____) acknowledge receipt of a copy of this page, which is Page 3 of 4.

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Attachment: 1319 Bender Ave. Lien Reduction Agenda Item (4757 : Request for Lien Reduction - 1319 Bender Avenue)

	Yes	No	Don't Know
(f) Are there any zoning violations or nonconforming uses?	☐	☐	☑
(g) Are there any zoning restrictions affecting improvements or replacement of the Property?	☐	☐	☑
(h) Do any zoning, land use or administrative regulations conflict with the existing use of the Property?	☐	☐	☑
(i) Do any restrictions other than association or flood area requirements, affect improvements or replacement of the Property?	☐	☐	☑
(j) Are any improvements located below the base flood elevation?	☐	☐	☑
(k) Have any improvements been constructed in violation of applicable local flood guidelines?	☐	☐	☑
(l) Have any improvements to the Property, whether by you or by others, been constructed in violation of building codes or without necessary permits?	☐	☐	☑
(m) Are there any active permits on the Property that have not been closed by a final inspection?	☐	☐	☑
(n) Is there any violation or non-compliance regarding any unrecorded liens; code enforcement violations; or governmental, building, environmental and safety codes, restrictions or requirements?	☐	☐	☑
(o) If any answer to questions 10(a) - 10(n) is yes, please explain: _____	☐	☐	☑

_____

11. **Foreign Investment in Real Property Tax Act ("FIRPTA")**
(a) Is the **Seller** subject to FIRPTA withholding per Section 1445 of the Internal Revenue Code? ☐ ☐ ☑
If yes, Buyer and Seller should seek legal and tax advice regarding compliance.

12. ☐ **(If checked) Other Matters; Additional Comments** The attached addendum contains additional information, explanation, or comments.

Seller represents that the information provided on this form and any attachments is accurate and complete to the best of **Seller's** knowledge on the date signed by **Seller**. **Seller** authorizes listing broker to provide this disclosure statement to real estate licensees and prospective **buyers** of the Property. **Seller** understands and agrees that **Seller** will promptly notify **Buyer** in writing if any information set forth in this disclosure statement becomes inaccurate or incorrect.

Seller: Robert Lee Johnson PR / Robert Johnson Estate (print) Date: 11-6-2024
(signature)

Seller: _____ / _____ Date: _____
(signature) (print)

Buyer acknowledges that **Buyer** has read, understands, and has received a copy of this disclosure statement.

Buyer: DocuSigned by: Myron Kehoe / Myron Kehoe (print) Date: 12/11/2024
4D98D4688BC447... (signature)

Buyer: DocuSigned by: Sherri Lynn Kehoe / Sherri Lynn Kehoe (print) Date: 12/11/2024
(signature)

hal)

Seller (RJ) PR of Robert Johnson Estate and Buyer (MK SLK) acknowledge receipt of a copy of this page, which is Page 4 of 4.

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Attachment: 1319 Bender Ave. Lien Reduction Agenda Item (4757 : Request for Lien Reduction - 1319 Bender Avenue)

HOLLY HILL
FLORIDA

AGREEMENT
Request to Reduce Lien.
1319 Bender Ave
Holly Hill, FL 3217

WHEREAS, the property located at 1319 Bender Ave, Holly Hill, FL 32117, Parcel # 424243031760 (Property) has been in a state of disrepair and neglect despite repeated requests for improvements and code enforcement action by the City of Holly Hill (City).

WHEREAS, Myron Kehoe and Sherri Kehoe are under contract with with Deborah Lee Jenkins (Personal Representative of the deceased owner Richard L. Johnson, Estate) with an "AS IS" Residential Contract for Sale and Purchase with a closing date within 30 days.

WHEREAS, an Order of Non-Compliance was issued on February 23, 2024, to the property owner (Richard L. Johnson EST.) for violations of several Sections of the IPMC and City Ordinances which are contained in the attached Order of Non Compliance and list below.

IPMC 302.1 - Sanitary Nuisance

IPMC 304.13 - Windows

IPMC 304.7 Roofs and Drainage

The property remains in non-compliance.

WHEREAS, The buyer is willing to enter into this Agreement to bring the property into full compliance by repairing and rehabilitating the property according to the current standards of the Florida Building Code, within a specified period of time, in exchange for a reduction in the amount of the lien.

WHEREAS, the City is willing to reduce the lien to Buyer to an amount of **$5,019.35** and file a release of lien after payment is made to the City of Holly Hill and the property is in compliance.

NOW, THEREFORE, for and in consideration of mutual covenants contained herein, the sufficiency of which are hereby acknowledged, the undersigned parties hereby agree to the following:

The City hereby agrees to release all liens under the new ownership of Buyer to an amount **$5,019.35** and file a release of lien **after** payment is received and the property is in compliance with all code violations. for the violation.

Attachment: 1319 Bender Ave. Lien Reduction Agreement (4757 : Request for Lien Reduction - 1319 Bender Avenue)

HOLLY HILL
FLORIDA

1) Buyer hereby agrees to:

   a) Acquire the Property no later than February 28, 2025.
   b) Within 30 days (March 30, 2025) of becoming the owner of the Property, the Buyer shall clean the exterior of the Property (mowing, tree trimming and debris/trash removal), secure the structure on the Property (broken windows and doors shall be closed to prevent unauthorized access even if with just temporary material such as plywood) provide proof that a license roofing company has been hired to repair the roof and take all other action necessary to correct any of the existing code violations as identified in Code Enforcement Case #2023-0000100. Buyer has the option to chose to demolish the structure in lieu of repairing the property.

   c) No later the May 30, 2025 the Buyer shall remedy all existing code violations and take other action necessary to correct any existing code violations bringing the property into full compliance, including but not limited to the items identified in the Code Enforcement case # 2023-000100.

2) If the Buyer fails to comply with the above requirements, the Buyer acknowledges that the City has the right to pursue any and all remedies available to the City based on the determination by the City that this Property constitutes a public nuisances and the existing recorded City Code enforcement liens. If the Buyer fails to comply with the above requirements, the Buyer acknowledges that the City has the right to collect the remaining balance of the lien in the amount of $40,230.04 plus any additional Administrative costs or, pursue foreclosure.

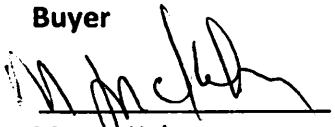
3) Venue for any litigation arising out of or related to this Agreement shall be in State Court, Volusia County, Florida and the parties specifically waive any Federal Court jurisdiction and agree that the State court shall have jurisdiction for all claims.

City of Holly Hill

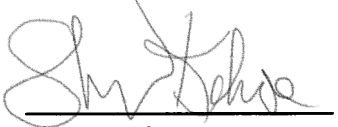
By:_____
Joseph Forte
Title: City Manager

Date:_____

Buyer **Date**



Myron Kehoe 1/21/2025



Sherri Kehoe 01/21/2025

Attachment: 1319 Bender Ave. Lien Reduction Agreement (4757 : Request for Lien Reduction - 1319 Bender Avenue)

HOLLY HILL
FLORIDA

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Ordinance

MEETING DATE: **January 28, 2025**
FROM: **Brian Walker**
SUBJECT: **SECOND READING - an Ordinance of the City of Holly Hill, Florida, Approving the First Major Amendment to the Fountainhead Mixed Use Planned Unit Development (MPUD) Development Agreement; Providing for Conflicting Ordinances; Providing for Severability; and Providing an Effective Date.**
NUMBER: **2025-O-3081**
APPLICANT: **Brian Walker**
PLANNER:

INTRODUCTION:

Consider a Major Amendment and rezone to the Fountainhead Mixed Use Planned Unit Development (MPUD) located on the southwest corner of the intersection of Center Avenue and Walker Street - lots 1 and 2 of the Fountainhead plat - and more specifically known as 1200 Synergy Way aka 1200 Center Avenue. (Cobb Cole, Applicant) (Brian Walker, City Planner).

The property is zoned Mixed Use Development with a Mixed Use III future land use and is located within the CRA Redevelopment Area.

BACKGROUND:

On March 30, 2017, Fountainhead Developers, LLC, (Fountainhead) and the City entered into the Development Agreement shown in **EXHIBIT A**, and recorded in the public records of Volusia County Florida, in Book: 7894 Page 2486, for the development of certain real property as described in said Agreement. The development plan allows for a variety of uses on the site such as the applicant's corporate headquarters, medical office, fitness center, restaurant, daycare and multi-family residential units. Permitted square footages are assigned to each use. The plans also outline additional information with respect to landscaping, building styles, required parking, and location of uses.

The overall amount of commercial development permitted per the adopted 2017 Agreement, is 170,172 square feet. Since the project is to be developed in phases, the Agreement required that Phase I of the development consist at a minimum of 21,000 square feet of corporate headquarters and 7,000 square feet of academy space for a total of 28,000 square feet in Phase I.

In November of 2021, Fountainhead applied for and received approval for the minor MPUD amendment shown in **(EXHIBIT B)**. That amendment made some changes with respect to building sizes, enlarged a retention pond, increased parking and showed a future plaza area.

However, there was no proposal to change the amount of square footage allocated to uses on the property. At the time of the application for the minor MPUD amendment, the applicant had completed Phase I by developing 29,410 of square feet devoted to headquarter and academy space.

In July of 2022, Fountainhead purchased an additional 5.2 acres of property known as Lot 1 of the Fountainhead plat, from the City of Holly Hill.

The applicant is now applying for a Major MPUD Amendment. The purpose of this request is to change the allocation of uses on Lot 2 of the Fountainhead development. Currently the MPUD allocates 110,172 square feet of office space for use as Fountainhead's corporate headquarters and 16,000 square feet for medical office and clinic uses.

The major amendment seeks to reduce the corporate headquarter use to 80,000 square feet and increase the medical office and clinic use to 30,000 square feet. This amendment will also have the overall effect of reducing the projects development by 16,172 square feet.

The reason for this request is that Fountainhead is working with a company called PACE (Program of All-Inclusive Care for the Elderly) that will locate at their site and provide all-inclusive health care for adult persons including a pharmacy that will serve only those persons enrolled in their medical program. The pharmacy will not serve as a retail pharmacy for the general public.

There are no drug treatment programs involved. Service to non-elderly adults would be similar to what they would receive in a nursing home or physical rehabilitation center if they chose that path. The applicant has provided the following additional information:

PACE is a comprehensive alternative for those citizens that qualify for care in a nursing home however, they choose to remain in non-institutional housing for as long as they are able...an adult day care.

PACE 's fleet of shuttles (type 12 at full build out) pick up participants and bring them to campus, typically 1-3 times per week.

The facility is a Mon-Friday 7a-7p (or less) operation with no overnights.

The projected census is up to 600 enrolled participants with a cap of 150 on site at any one time.

At full occupancy, staff is approximately 100 full time employees.

PACE coordinates the participants comprehensive care.

The facility has very large supervised social and activity areas, a warming kitchen to bring in catered meals, a hair salon, speech/occupational/physical therapy areas, counseling rooms, 2 personal hygiene rooms, quiet rooms, a participant only dispensary, as well as a full suite of offices (administrative, home health coordinators, transportation, enrollment/ marketing,

accounting/finance, reporting, case management, etc.), a clinical hub of +/- 2000sf provides for basic medical exams/needs including referrals/appointments/transportation to outside services under the supervision of a M.D.

Since the healthcare provider will occupy more than the 16,000 square feet of space currently allocated for such a use, a Major Amendment is necessary to provide additional square footage. As the amount of square footage allocated for healthcare increases within the building, the amount available for corporate office space is being reduced.

No changes in the permitted uses are proposed with this amendment, however there is a change in the amount of square footage allocated to two uses, and an overall reduction of 16,172 square feet in the MPUDs proposed development. However, in no case shall the minimum amount of square footage required in Phase I be reduced. The minimum amount of square footage required in Phase I is 28,000.

Consistency with the Land Development Code

The proposed MPUD Major Amendment has been evaluated for compatibility with the Land Development Regulations of Holly Hill. Since a Major Amendment is a rezone, the Board of Planning and Appeals and City Commission must evaluate it to determine if it complies with Chapter 114, Section 82-372 of the Land Development Regulations. That section provides 8 points for the Board to consider in making its decision with regard to a rezone. The attachment labeled Section 82-372 contains the 8 points as well the applicant's responses.

Staff finds that the requested MPUD Major Amendment is consistent with the City's Land Development Regulations with respect to PD development.

Consistency with the Comprehensive Plan

Per Policy FLU 1.1.5, the City is compelled to review the rezone request for consistency with the uses, density, and compatibility of the Comprehensive Plan. The amendment is consistent with the assigned Mixed Use III future land use designation and all other applicable policies of the comprehensive plan.

STAFF RECOMMENDATION:

Recommend the City Commission adopt the Ordinance enacting a Major Amendment to the Mixed Use Planned Unit Development (MPUD) specifically reallocating square footages assigned for the corporate headquarters and medical uses on Lot 2 of the Fountainhead plat, located at 1200 Synergy Way, while all other provisions, conditions, and requirements of the adopted 2017 Agreement and approved minor amendment shall remain in full force and effect.

MOTION:

APPROVE THE FIRST MAJOR AMENDMENT TO THE FOUNTAINHEAD MIXED USE PLANNED UNIT DEVELOPMENT (MPUD) DEVELOPMENT AGREEMENT AS SUBMITTED BY STAFF.

ATTACHMENTS:

- Application (PDF)
- Maps and Pictures (PDF)
- Property Cards (PDF)
- Sec. 82-372 (PDF)
- Exhibit A (PDF)
- Exhibit B - First MINOR Amendment (PDF)
- Exhibit C - Amended (PDF)
- Exhibit B - First MAJOR Amendment (PDF)

HISTORY:

01/14/25 City Commission APPROVED AT 1ST READING
Next: 01/28/25

Mr. Walker went through his staff report with the Mayor and City Commissioners to consider a Major Amendment and rezone to the Fountainhead Mixed Use Planned Unit Development (MPUD) located on the southwest corner of the intersection of Center Avenue and Walker Street - lots 1 and 2 of the Fountainhead plat and more specifically known as 1200 Synergy Way aka 1200 Center Avenue. The property is zoned Mixed Use Development with a Mixed Use III future land use and is located within the CRA Redevelopment Area. The applicant is now applying for a Major MPUD Amendment. Mr. Walker informed the Commissioners that since the Board of Planning and Appeals meeting, there have been changes and those changes have been provided to them tonight.

Mark Watts, Attorney with Cobb Cole spoke briefly to the Mayor and City Commissioners about the request for the major amendment to the MPUD, the rezone and the updated changes since the Board of Planning and Appeals meeting.

Mayor Penny opened public participation.

Danielle Latona, Holly Hill.

Mayor Penny closed public participation.

(A copy of this agenda item/meeting in its entirety is available online or available upon request on a CD in the City Clerk's Office).

Commissioner Snow made a motion to ***APPROVE ORDINANCE 3081 FOR FIRST READING AND TO DIRECT STAFF TO NEGOTIATE THE INCENTIVE AGREEMENT BEFORE THE SECOND READING,*** *seconded by Commissioner DeLanoy.*

PASSED, 4-0.

Ordinance No. 2025-3081

SECOND READING - AN ORDINANCE OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING THE FIRST MAJOR AMENDMENT TO THE FOUNTAINHEAD MIXED USE PLANNED UNIT DEVELOPMENT (MPUD) DEVELOPMENT AGREEMENT; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

AN ORDINANCE OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING THE FIRST MAJOR AMENDMENT TO THE FOUNTAINHEAD MIXED USE PLANNED UNIT DEVELOPMENT (MPUD) DEVELOPMENT AGREEMENT; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Fountainhead Mixed Use Planned Unit Development, has proposed a Major Amendment to the BPUD on property described in **Exhibit A**, recorded in the public records of Volusia County Florida, in Book: 7894 Page 2486, for the development of certain real property as described in said Agreement, and further amended by a small scale MPUD agreement signed on November 23, 2024; 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, 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 City Commission of the City of Holly Hill hereby approves the First Major Amendment to Fountainhead Mixed Use Planned Unit Development, a true and correct copy attached hereto as **Exhibit B**.

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 become effective immediately upon its adoption.

APPROVED AND AUTHENTICATED on this 28th day of JANUARY, 2025 for second and final reading.

EXHIBIT "A"

Legal Description:

42-14-32 LOT 1 FOUNTAINHEAD MB 58 PG 91 PER OR 8288 PG 1366

42-14-32 LOT 2 FOUNTAINHEAD MB 58 PG 91 PER OR 7443 PG 3395

EXHIBIT "B" (SEE ATTACHED)

EXHIBIT "C" (AMENDED)

HOLLY HILL
FLORIDA
1065 Ridgewood Avenue, Holly Hill, FL 32117
Phone: (386) 248-9442 Fax: (386) 248-9498 Permitdesk@hollyhillfl.org

01/2023

REZONE/ FUTURE LAND USE AMENDMENT

Date Received:_____ Application ID:_____ Submitted By:_____

PROJECT INFORMATION:

PROJECT NAME: Fountainhead Major Amendment Rezone
PARCEL ID #(S): 4242-16-00-0020 & 4242-16-00-0010
LOCATION: 1200 Synergy Way, Holly Hill, FL 32117
EXISTING USE(S): office/vacant commercial
PROPOSED USE(S):
TOTAL ACREAGE: 14.6 +/- acres
WATER PROVIDER: SEWER PROVIDER:
PRIVATE WELL PRIVATE SEPTIC
CURRENT ZONING: MPUD PROPOSED ZONING: MPUD
CURRENT FUTURE LAND USE: Mixed Use III PROPOSED FUTURE LAND USE: Mixed Use III

APPLICANT INFORMATION:

Name: Mark A. Watts, Esq./Nika K. Hosseini, Esq. E-Mail: Delanduse@cobbcole.com
Address: 231 N. Woodland Blvd., DeLand, FL 32720 Phone: (386) 736-7700
Company: Cobb Cole Fax:

☐ Owner ☒ Agent for Owner ☒ Attorney for Owner

OWNER INFORMATION:

Name: Fountainhead Developers, LLC E-Mail:
Address: 1200 Synergy Way, Holly Hill, FL 32117 Phone:
Fax:

CONSULTANT INFORMATION:

Name: E-Mail:
Address: Phone:
Company: Fax:

Attachment: Application (2025-O-3081 : Fountainhead First Major Amendment)

HOLLY HILL
FLORIDA
1065 Ridgewood Avenue, Holly Hill, FL 32117
Phone: (386) 248-9442 Fax: (386) 248-9498 Permitdesk@hollyhillfl.org

01/2023

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 $1,400

REZONE (PD)

- ☐ PD REZONE $2,000
- ☒ MAJOR AMENDMENT TO EXISTING PD $1,250
- ☐ MINOR AMENDMENT TO EXISTING PD $400 (This does not include changes in uses items such or density but means minor changes such as layout and landscaping that do not affect the overall intent or "spirit" of the PD.

***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 386-248-9424.
- ☑ 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)
- ☐ SCHOOL CAPACITY REVIEW – *IF PROPOSING OVER 10 RESIDENTIAL UNITS (CONTACT SCHOOL BOARD PLANNING & BUSINESS SERVICES AT 386-734-7190 FOR APPLICATION)*

Attachment: Application (2025-O-3081 : Fountainhead First Major Amendment)

HOLLY HILL
FLORIDA
1065 Ridgewood Avenue, Holly Hill, FL 32117
Phone: (386) 248-9442 Fax: (386) 248-9498 Permitdesk@hollyhillfl.org 01/2023

- ☐ 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–Provide PM Peak Hour and Avg Daily)
  - Solid Waste Collection
  - School (Residential Only)
- ☐ **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: Nika K Hosseini *(Signature)* 7/26/2024 *(Date)*

Nika Hosseini *(Print)*

Applications must be complete to initiate the review process. For questions please contact the City Planner at (386) 248-9424, fax (386) 248-9498 or email at bwalker@hollyhillfl.org

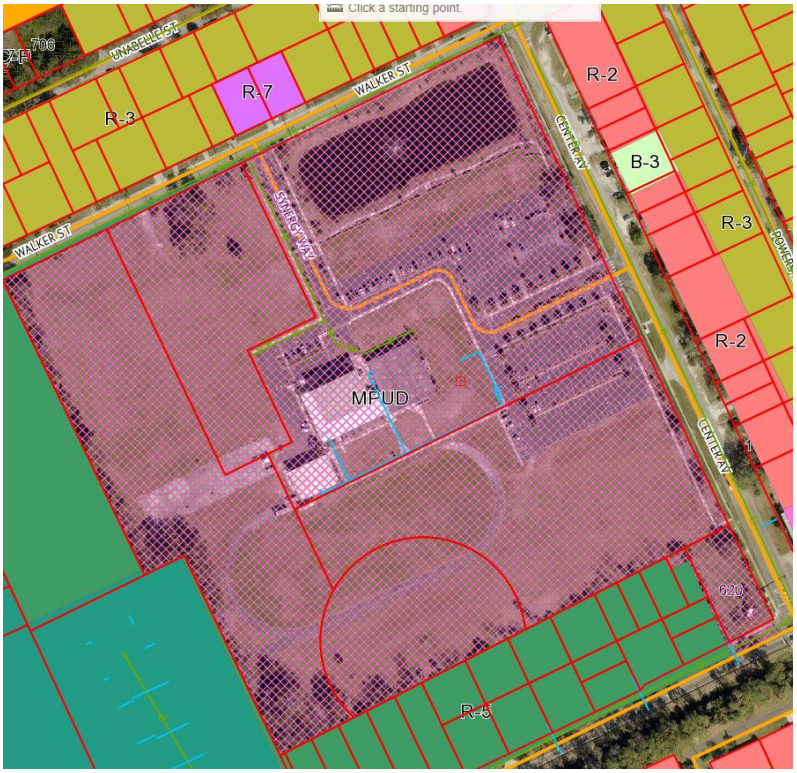
Attachment: Application (2025-O-3081 : Fountainhead First Major Amendment)

AERIALS

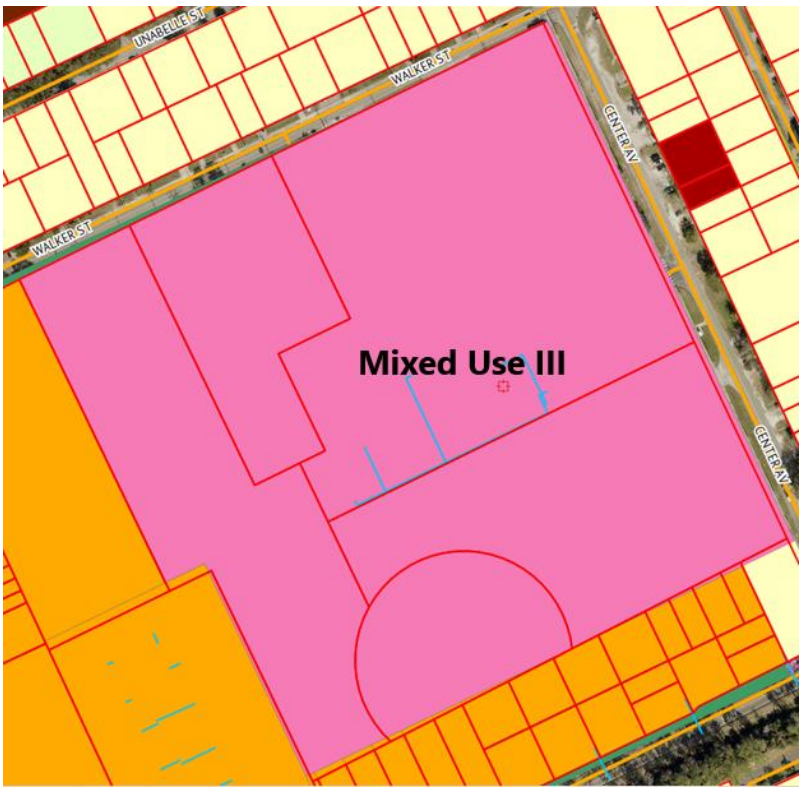




MPUD ZONING



MIXED USE lll FUTURE LAND USE



Attachment: Maps and Pictures (2025-O-3081 : Fountainhead First Major Amendment)

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: 7944103 **Parcel ID: 424216000020**
FOUNTAINHEAD DEVELOPERS LLC **1200 SYNERGY WAY, HOLLY HILL, FL**

Parcel Summary

Alternate Key:	7944103
Parcel ID:	424216000020
Township-Range-Section:	14 - 32 - 42
Subdivision-Block-Lot:	16 - 00 - 0020
Owner(s):	FOUNTAINHEAD DEVELOPERS LLC - FS - Fee Simple - 100%
Mailing Address On File:	1200 SYNERGY WY HOLLY HILL FL 32117
Physical Address:	1200 SYNERGY WAY, HOLLY HILL 32117
Property Use:	1700 - OFFICE 1 STORY
Tax District:	203-HOLLY HILL
2023 Final Millage Rate:	18.223
Neighborhood:	7252
Subdivision Name:	FOUNTAINHEAD
Homestead Property:	No

Attachment: Property Cards (2025-O-3081 : Fountainhead First Major Amendment)

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LARRY BARTLETT, JD, CFA
WE VALUE VOLUSIA

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DeLand, FL. 32720
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AltKey: 7944090 **Parcel ID: 424216000010**
FOUNTAINHEAD DEVELOPERS LLC **CENTER AVE, HOLLY HILL, FL**

Parcel Summary

Alternate Key:	7944090
Parcel ID:	424216000010
Township-Range-Section:	14 - 32 - 42
Subdivision-Block-Lot:	16 - 00 - 0010
Owner(s):	FOUNTAINHEAD DEVELOPERS LLC - FS - Fee Simple - 100%
Mailing Address On File:	1200 SYNERGY WAY HOLLY HILL FL 32117
Physical Address:	CENTER AVE, HOLLY HILL 32117
Property Use:	1000 - VACANT COMM
Tax District:	203-HOLLY HILL
2023 Final Millage Rate:	18.223
Neighborhood:	7252
Subdivision Name:	FOUNTAINHEAD
Homestead Property:	No

Attachment: Property Cards (2025-O-3081 : Fountainhead First Major Amendment)

HOLLY HILL
FLORIDA
1065 Ridgewood Avenue, Holly Hill, FL 32117
Phone: (386) 248-9442 Fax: (386) 248-9498 Permitdesk@hollyhillfl.org

01/2023

REZONING REQUIREMENTS

The following items must be completed in sufficient detail to allow the City to determine if the application complies with the City Code Chapter 114 and Section 82-372.

1. Is it consistent with all adopted elements of the comprehensive plan? ☑YES ☐NO Explain.

Yes, it is an amendment to an existing development agreement that does not run contrary to the comp. plan.

2. What is its impact upon the environment or natural resources? ☐YES ☐NO Explain.

None. It is an existing site and this is an amendment to an existing development agreement.

3. What is its impact upon the economy of any affected area? ☐YES ☐NO Explain.

This amendment would allow for two large companies to come into the area and provide additional jobs.

4. What is its impact upon any existing necessary governmental services such as schools, sewage disposal, solid waste or transportation systems? ☐YES ☒NO Explain.

It's an amendment to an existing development agreement. It will not have any additional impact that the existing development agreement does not have.

5. Are there any changes in circumstances or conditions affecting the area.?

Explain:

☐YES ☑NO

Attachment: Sec. 82-372 (2025-O-3081 : Fountainhead First Major Amendment)

HOLLY HILL
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01/2023

6. Are there any mistakes in the original classification? ☐YES ☑NO Explain.
No. This is an amendment to an existing PD to allow additional uses.

7. What is its effect upon the use or value of the affected area? ☐YES ☐NO Explain.
It will bring in additional businesses which should help the economic value of the area.

8. What is its impact upon the public health, welfare, safety or morals? ☐YES ☐NO Explain.
The amendment to the PD provides for medical uses to be allowed on the property which is beneficial to the area.

Nika Hosseini
Print Applicant Name

Applicant Signature

Print Applicant Name

Applicant Signature

7/26/2024
Date

Date

Attachment: Sec. 82-372 (2025-O-3081 : Fountainhead First Major Amendment)

FOUNTAINHEAD

MIXED USE PLANNED UNIT DEVELOPMENT (MPUD)

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (this "AGREEMENT") is made and entered into this 30 day of March 2017, by and between Fountainhead Developers, LLC a Florida limited liability company, whose mailing address is 1410 LPGA Boulevard, Daytona Beach, Florida 32117, (hereinafter referred to as "CONTRACT PURCHASER" or "DEVELOPER"), on behalf of the City of Holly Hill; the City of Holly Hill Community Redevelopment Agency and the City of Holly Hill, a municipal corporation of the State of Florida, (hereinafter collectively referred to as "OWNER" or "CITY"), whose mailing address is 1065 Ridgewood Avenue, Holly Hill, Florida 32117.

WITNESSETH:

WHEREAS, OWNER is fee simple title holder of the property north of LPGA Boulevard and west of Center Street otherwise known as the "1200 Center Avenue Property" within the City of Holly Hill, and more particularly described in Exhibit "A-1" as "Parcel A", attached hereto and made a part hereof; and

WHEREAS, DEVELOPER is fee simple title holder of the property located at the northwest corner of LPGA Boulevard and Center Avenue, directly south of the southeastern corner of Parcel A and more particularly described in Exhibit "A-2" as "Parcel B", attached hereto and made a part hereof; and

WHEREAS, collectively, Parcel A and Parcel B are referred to herein as the PROPERTY; and

WHEREAS, the PROPERTY lies within the CITY's community redevelopment district, and OWNER and DEVELOPER are desirous of seeing this centrally located property redeveloped in a manner that will rejuvenate the area by encouraging commercial and compatible mixed use growth so as to eliminate blight, increase tax base, create jobs and achieve the purposes of the community redevelopment district; and

WHEREAS, DEVELOPER has proposed a Mixed Use Development plan for the PROPERTY and said plan incorporates those elements of development the OWNER desires on the PROPERTY, which includes job creation, an increased tax base and the general provision for the redevelopment of the PROPERTY in a manner sought by OWNER. OWNER has authorized DEVELOPER to submit this plan, on its behalf, as an application to the CITY for a Mixed Use Planned Unit Development (MPUD) rezoning to govern the use of the PROPERTY, and

WHEREAS, DEVELOPER has a contract to purchase a portion of the PROPERTY based upon rezoning the PROPERTY to Mixed Use Planned Unit Development (MPUD); and

Attachment: Exhibit A (2025-O-3081 : Fountainhead First Major Amendment)

ORIGINAL

WHEREAS upon the purchase of a portion of the PROPERTY, DEVELOPER shall assume the duties, obligations, benefits and entitlements granted herein of OWNER as set out in this AGREEMENT; and

WHEREAS, it is the desire of the CITY to encourage this redevelopment of the PROPERTY so as to prevent and discourage urban sprawl, create jobs, promote compatible, consistent and effective usage of land and add to the tax base within the CITY and to implement the CITY's comprehensive plan; and

WHEREAS, the City Commission seeks to implement the Community Redevelopment Area (CRA) Master Plan by focusing on the best utilization of vacant properties and blighted properties in the city, to encourage private investment and business retention; and

WHEREAS, the provision of access to utility areas (wellfield) and facilities within the wellfield protection area provides a common benefit to the residents of Holly Hill; and

WHEREAS, Section 114-771(4)b. of the Holly Hill Land Development Regulations (hereinafter the "LDRs") requires a written development agreement between the DEVELOPER and the CITY as a part of the rezoning to MPUD process; and

WHEREAS, the proposed Master Development Plan (MDP), including the MPUD Development Agreement, is consistent with the City of Holly Hill CRA Redevelopment Plan, the City of Holly Hill Comprehensive Plan, the City of Holly Hill Land Development Regulations and the Florida Community Redevelopment Act, as contained in F. S. Chapter 163, Part III; and

WHEREAS, the CITY and the DEVELOPER desire to enter into this MDP to provide the terms and conditions upon which the PROPERTY can be developed in accordance with Exhibit "B", attached hereto and made a part hereof.

NOW, THEREFORE, the parties do hereby agree as follows:

1. Recitations. The recitations set forth above are true and correct and are incorporated herein by reference.

2. Master Development Plan. The PROPERTY shall be rezoned and entitled to be developed as a MPUD in accordance with the Master Development Plan, which consists of this AGREEMENT, all exhibits thereto, and adopting Ordinance 2991 The MDP shall govern the development of the property as an MPUD and shall regulate the use of this PROPERTY. This development is subject to all provisions of the City of Holly Hill Land Development Regulations (LDRs) as of the date of the submittal of application for permit or development approval, unless specifically provided otherwise by the MDP. With the approval of this rezoning, the development of the PROPERTY shall be determined to be consistent and comply with the City of Holly Hill Comprehensive Plan. The following summarizes the development that is approved for the PROPERTY:

Attachment: Exhibit A (2025-O-3081 : Fountainhead First Major Amendment)

A. Corporate Headquarters: 110,172 square feet
B. Medical Office/Clinic: 16,000 square feet
C. Office : 30,000 square feet
   a. Financial Institution may be included within the office area as provided for below.
D. Fitness Center: 4,000 square feet
E. Child Day Care: 6,000 square feet
F. Specialty Food/Restaurant 4,000 square feet
G. Multi-family Dwelling Units 88 dwelling units

3. **Joinder and Consent.** DEVELOPER AND OWNER shall provide to the CITY a joinder and consent in lieu of unity of title agreement in order to assure unified control of the PROPERTY. DEVELOPER shall establish a property owners association (POA) in accordance with the terms of this MDP. The POA documents shall be submitted and approved by the CITY concurrently with the first subdivision of the PROPERTY.

4. **Controlling Documents.** The development of the PROPERTY shall be in accordance with this MDP, subject to amendments approved as outlined in Paragraph 5 below. This MDP shall control the planning, design and construction of the PROPERTY, and the LDRs shall control items and requirements not otherwise addressed by this MDP.

5. **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 deems appropriate. 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. 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. Decisions as to whether modifications are Major or Minor shall be at the sole discretion of the Development Code Administrator. All amendments not qualifying as a minor amendment shall be deemed a major amendment which shall be reviewed and approved with a rezoning ordinance with review and recommendation by the Board of Planning and Appeals and two readings before the City Commission.

6. **Phasing of Development.** The PROPERTY may be developed in multiple phases as individual parcels, as shown on the MDP. However, at a minimum, the following improvements must be included as part of Phase 1 as also illustrated in Exhibit "C":

A. Synergy Billing Headquarters (2 Buildings, totaling 21,000 square feet)
B. Synergy Academy (7,000 square feet)
C. 25 ft landscaped perimeter buffer along Center Avenue.
D. 10 ft perimeter buffer along Walker Street, running from the intersection of Walker Street and Center Avenue to the main entrance to the Property on Walker Street.

Attachment: Exhibit A (2025-O-3081 : Fountainhead First Major Amendment)

E. Water retention ponds, as required by the St. Johns River Water Management District, as depicted in Exhibit "C". Landscaping of said ponds shall be as provided herein.
F. Parking to support the Phase 1 buildings, with future parking area to be sodded until improved.
G. Primary entrances to Walker Street and Center Avenue as depicted on Exhibit "C".

Thereafter, DEVELOPER may develop the remaining parcels in any particular order. The parcel alignment shown on the MDP, shown on Exhibit "B", reflects parcels that will be incorporated into a final plat. The DEVELOPER shall process a final plat within sixty (60) days of the approval of the MPUD rezoning.

As individual parcels are brought forward for development under a final site plan, DEVELOPER shall ensure that development of the individual parcels includes the extension of utility stubs to parcel lines, storm water sufficient to handle the impervious surface of said parcel, and access and connectivity to adjacent parcels. The Development Code Administrator shall approve the development and development order of any particular parcel subject to the determination that:

A. The individual parcels are fully supported by the required access, infrastructure and utilities;
B. The specific parcel of the project can operate independently of other surrounding parcels; and
C. The development of an individual parcel has been planned to provide sufficient size and location of utilities and infrastructure to support the proposed use on the site and the subsequent phases of the project (oversizing for future use).
D. The parcel's development furthers the plan for an interconnected campus.

7. Permitted Uses. Each of the parcels comprising the PROPERTY may be developed as follows:

A. Corporate Headquarters: 110,172 square feet
   a. Administrative offices and corporate offices
   b. Training centers/private meeting centers/assembly areas
   c. Vocational Academy***
B. Professional Services/Medical Office/Clinic: 16,000 square feet
   a. Laboratories: biological, optical, medical, dental and X-ray, but not including research and development laboratories related to the manufacturing of drugs for distribution and sale, and not including blood banks.
C. Professional Service/Office: 30,000 square feet
   a. A Financial Institution may be located on Parcel 2 or Parcel 3 If drive-thru service is to be provided, an update to the TIA shall be required.
D. Fitness Center: 4,000 square feet
E. Child Day Care: 6,000 square feet
   a. Child day care centers in accordance with the requirements set out in Section 114-667 (2)-(6) of the Holly Hill LDR's.**
F. Specialty Food/Restaurant 4,000 square feet
G. Multi-family Dwelling Units* 88 dwelling units
H. Park, public meeting area, public open space and governmental uses.

Attachment: Exhibit A (2025-O-3081 : Fountainhead First Major Amendment)

A.

*Multi-family dwelling units shall only be located within parcel 4. However, nothing contained herein shall preclude the use of parcel 4 for non-residential use.
**Specific provisions authorizing an accessory daycare playground within a side yard are provided in the accessory uses below.
*** The vocational academy refers to the proposed Synergy Career Academy, a non-profit vocational school seeking licensure from the Commission for Independent Education, which has authority under the Florida Department of Education. In general, the use refers to the definition of "School" as found in Florida Statutes Section 1005.02(16)(a-d)(2016).

It is expressly recognized by all parties that the intent of this MDP is to have the uses provided for herein, including the Fitness Center, Child Dare Care, Specialty Food/Restaurant open to the service of the public rather than limiting said uses to just employees working within the Property.

It is expressly recognized by all parties that construction on Wing North and Wing South, as depicted on Exhibit "B", may occur on a floor by floor basis. Specifically, and pursuant to all relevant local, state and federal building codes as applicable, the exterior frame of the wing buildings may be constructed and Developer may secure C.O. on a floor by floor basis, so long as unfinished floors are properly secured from access.

8. **Accessory Uses.** Each of the parcels comprising the PROPERTY as shown on the MDP may include the following uses so long as the accessory use is located within the same parcel as the intended primary use of the tract being a permitted use listed previously. Notwithstanding the previous statement, these uses may be permitted on Parcel 1 so long as the Synergy Headquarters building has been constructed on Parcel 2.

A. Prescription pharmacies that are accessory to and within medical clinics (drive-thru prohibited).
B. Essential utility services, including offsite stormwater retention and structures
C. Daycare Playground, located within a side yard and accessory to an inline child daycare center.
D. Other uses customarily accessory and incidental to the principal use as determined by the Development Code Administrator.

9. **Dimensional and Building Design Standards.** The following summarize the dimensional standards applicable to all development occurring within this MPUD.

A. Area width and depth as shown on the Fountainhead Master Development Plan attached hereto and incorporated herein as Exhibit "B".

Attachment: Exhibit A (2025-O-3081 : Fountainhead First Major Amendment)

ORIGINAL DOCUMENT

B. Required yards:
   i. All yards abutting other parcels or interior roads or other interior elements 15 ft.
   ii. All yards abutting any boundary of the Property 20 ft.
C. Maximum building height: 45 ft.
   Measured from center line of closest City street.
   Parapets, chases and architectural elements may be added up to an additional ten feet (10')
D. Maximum Floor Area Ratio (FAR) 0.35* for Parcels 1,2,3
   (*Parcel 4, if developed for multi-family residential, shall not be included in FAR calculations. If parcel 4 is developed for non-residential use, then A-E apply.)
E. Parcel 4 Maximum Building Length 200 ft.

10. **Building Design Standards Applicable to All Tracts**

A. The Fountainhead MPUD shall be developed in a coordinated and compatible manner to ensure visual harmony and provide for a high-quality multi-use development throughout the PROPERTY.
B. Building architecture, landscaping, hardscape and signage shall be coordinated to ensure the PROPERTY and individual developments within maintain consistency.
C. Accessory structures shall be designed to be compatible with the primary structure on the parcel. Compatibility shall mean use of common features, colors and material.
D. Site design guidelines: All parcels shall be compatible with the landscaping, lighting and hardscape features established for the initial phase of development to ensure that all landscape buffers are consistent in appearance. Parking lot islands and common areas shall utilize a similar palette of plant material so that there is consistency and compatibility. Where feasible, stormwater ponds shall be integrated into the site to provide for open space elements, such as decks and observation areas.
E. Building design standards: Buildings within the Fountainhead MPUD on the PROPERTY shall comply with "Contemporary Architecture." For the purposes of this MDP, "Contemporary Architecture" shall include the following elements:
   i. Each facade shall focus on horizontal elements with clean, simple lines that define the base, body, and cap of a building structure.
   ii. Design shall emphasize the use of the "grid" with contrasting materials. The design shall focus on the rectangular form with curved corners and other rounded features.
   iii. Exterior walls shall be smooth and constructed of stucco, finished

Attachment: Exhibit A (2025-O-3081 : Fountainhead First Major Amendment)

stone, finished metal or glass.

iv. Buildings shall have flat roof systems with a parapet that screens roof-mounted equipment.

v. Windows may be "ribbon" windows.

vi. Vertical shifts and cantilevered projections shall be included to avoid extensive, flat building lines. There shall be a relief to massing of any building such that a minimum of 20% of the building frontage shall have relief or other movement of 3-feet or more, as measured from the leading edge of the primary building.

vii. Aluminum or stainless steel banding or detailing may be included with glass walls to provide relief and contrast.

viii. Pre-fabricated metal buildings with painted walls shall be prohibited since they are not consistent with contemporary architecture as established in this MDP.

ix. Lighting fixtures shall be simple and lack fenestration or ornamentation, consistent with the overall project design. The initial phase of development shall set forth the common site elements to include but not limited to lighting, benches, signage design etc., to be used throughout the MPUD.

x. Buildings shall have a maximum of four different colors as long as they create the graphic relief intended for the geometry of the building.

xi. For those multi-family structures located on parcel 4, eaves, roof extensions, patios, balconies, stairwells, sidewalks and associated extensions may extend no more than ten feet (10 ') into any yard.

xii. Notwithstanding any of the above statement to the contrary, all parties recognize that, as to any residential development on the Property, the Contemporary Architecture standard is meant to inform the design of the structures. However, the parties recognize that said standards were designed with commercial buildings in mind and that the design elements are to be worked into the design of any residential structures, but that certain elements, such as glass walls and the like may not be feasible for a residential use. Review of the architectural elevations of any residential structure will be pursuant to the process described in Section H below.

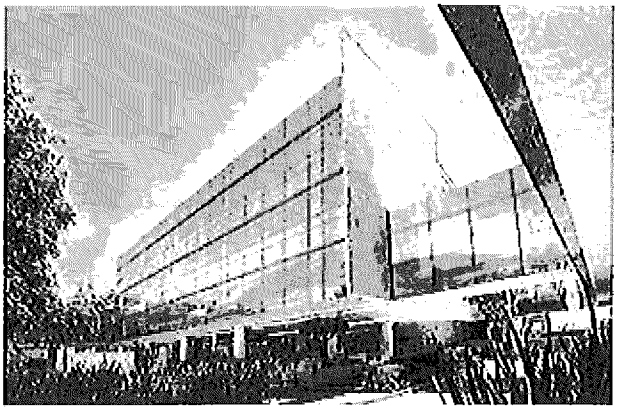
F. The following photographs show buildings that reflect the "contemporary" architecture proposed for the project. These are provided for demonstration purposes and do not reflect the actual design of the buildings to be constructed on the Fountainhead PUD property.

Attachment: Exhibit A (2025-O-3081 : Fountainhead First Major Amendment)

ORIGINAL

Examples of the following elements:

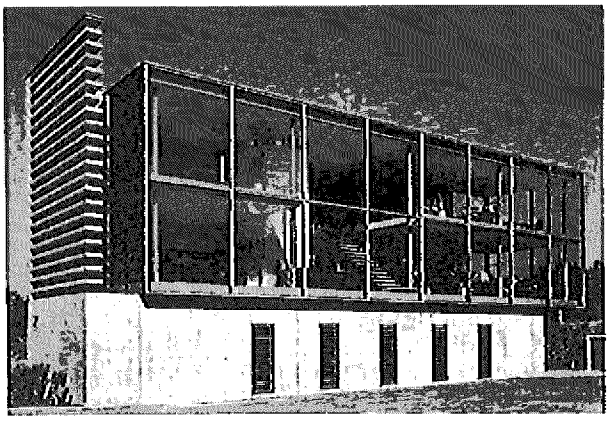
1. Flat roof;
2. Exterior walls and building reflects a grid system; and
3. The use of "ribbon" windows.





Examples of the following elements:

1. Rectangular shapes in non-symmetrical alignment;
2. Exterior walls and building reflects a grid system;
3. Rectangular shapes, cantilevered elements;
4. Smooth exterior surfaces; and
5. Metal detailing.



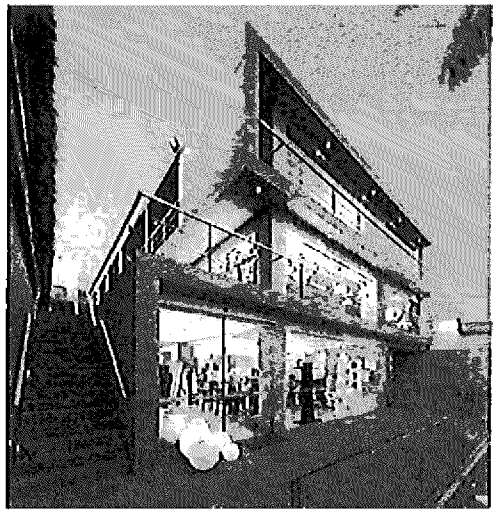
Examples of the following elements:

1. Flat roof, Exterior walls and building reflects a grid system;
2. Glass used for exterior wall; and
3. Vertical and horizontal relief.

Attachment: Exhibit A (2025-O-3081 : Fountainhead First Major Amendment)

Examples of the following elements:

1. Building emphasizes rectangular shapes;
2. Glass used for exterior wall;
3. Vertical and horizontal relief via cantilevered elements



G. The Development Code Administrator shall review the following items in assessing the proposed design of projects within the MPUD:

i. Setbacks and relationship to adjoining structures.
ii. Scale in relationship to building and adjoining structures.
iii. Scale: height in relationship to adjoining structures.
iv. Wall facade treatments and window patterns.
v. Front facade, exterior elements, detailing, color, and wall surface structures.
vi. Buildings facing pedestrian areas should be at least 5'-0" from walkways with a landscape buffer, as a general rule.
vii. Utility and mechanical locations and screenings of such.
viii. Doors and storefronts must reflect the "contemporary" architectural style.
ix. Outdoor seating and landscape areas will be required, as well as dumpster locations. The use of wood or chain link will not be permitted.
x. All submittals will require building floor plans, exterior elevations (4) sides and a color elevation showing the architectural "contemporary" style.

H. To ensure the consistency described above, this MDP provides for an additional step in the review process to address the elevations of the buildings to be constructed on the Property. The process shall be as follows:

a. Elevations for the Corporate Headquarters Building, which shall be the first building permitted under this MDP, are attached hereto and incorporated herein as Exhibit "G". With the approval of this MDP, the elevations for said building shall be approved and the following paragraph shall not apply for said building.

b. If elevations for the Corporate Headquarters Building have not been submitted as part of the approval of this MDP or as final renderings for subsequent buildings are not available at the time of the MDP adoption, the standard site plan approval process shall now require that the architectural elevations for any building constructed on the Property, other than the

Attachment: Exhibit A (2025-O-3081 : Fountainhead First Major Amendment)

structural elevations approved by this MDP, shall be brought before the Holly Hill City Commission for review and approval. Said review shall be limited to determining whether the proposed elevations are consistent with the existing structures on the Property and with the architectural style elements and building design standards provided for herein. It is the intent of all parties to this MDP to allow for some distinction and deviation between the buildings on the Property provided that they meet the design criteria provided above.

11. Landscaping and Related Standards.

A. Landscaping.

i. Landscaping shall be consistent throughout all parcels contained within the PROPERTY to provide the sense of a unified campus development.

ii. Specific landscape plans shall be provided through the site plan process for each parcel contained within the PROPERTY.

iii. For each parcel, the following minimum landscape requirements shall apply:

a. Project Perimeter

i. The MDP provides for a landscape perimeter buffer along Center Avenue of 25 feet. The minimum landscaping required for these areas shall be as provided on Page 1 and Page 6 of the Landscape Plan prepared by Zev Cohen and Associates, attached hereto and incorporated herein as Exhibit "D". Sidewalks may be included/incorporated into this buffer provided that the presence of said sidewalk does not impact the density or variety of vegetation to be contained within the buffer.

ii. This MDP provides for a landscape perimeter buffer of 10 feet along Walker Street. The minimum landscaping required for these areas shall be as provided on Page 2 and Page 6 of the Landscape Plan, attached hereto and incorporated herein as Exhibit "D". Additionally, as stormwater retention ponds are constructed in the areas adjacent to Walker Street, landscaping, as provided for on Page 5 and Page 6 of the Landscape Plan, attached hereto and incorporated herein as Exhibit "D", shall be incorporated into the design of the ponds. It is the express intent of all parties that the landscaping for the pond in Parcel 3 be consistent with and otherwise mirror the landscaping for the pond in Parcel 2. Please note that additional landscaping along Walker Street shall be provided for Parcel 4, as described immediately below.

iii. Parcel 4 – The western boundary of Parcel 4, as illustrated on the MDP, provides for a 10 foot landscape perimeter buffer. The minimum landscaping required for these areas shall be in plant quantities and types with the

Attachment: Exhibit A (2025-O-3081 : Fountainhead First Major Amendment)

standards set forth for Parcels 1 -3 and as illustrated in Exhibit "D". As Parcel 4's northern perimeter buffer along Walker Street will not be supplemented by the presence of a retention pond in Parcel 4, the northern perimeter buffer along Walker Street for Parcel 4 shall be 25 feet.

iv. Southern Boundary – The southernmost boundary of the PROPERTY is encompassed by a 15 foot access easement servicing Well Tract, running from the Well Tract to Center Avenue. If alternative access to the Well Tract is provided, to the satisfaction of the City, then the existing 15 foot access easement area may be landscaped and shall satisfy the landscaping requirements for the southern boundary. In the event that said easement is vacated or alternative access can be provided, the buffer standards provided by the Land Development Regulations to provide for a vegetative opacity no less than 80% It is explicitly recognized that notwithstanding the ability to provide alternate means to access the Well Tract, a pipeline is and shall continue to be located within the 15 foot access easement. Landscaping shall be provided to avoid conflict with said piping and in the event that the piping must be disturbed by the City, the landscaping shall be restored to its prior condition by the DEVELOPER. If no alternative access to the Well Tract can be provided and the City requires the continued use of the 15 foot access easement, the landscaping required for the southern boundary shall be provided to the north of the 15 foot access easement. Landscaping along the southern boundary shall not be required until such time as development on Parcel 1 begins. The minimum landscaping required for the southern buffer shall be consistent in plant quantities and types with the standards set forth and illustrated in Exhibit "D".

v. Retention Ponds – The retention ponds are to be designed as functional, but featured amenities for the PROPERTY. DEVELOPER shall supplement the design of the surface water tracts with plantings so long as they do not interfere with the function of the stormwater facilities and are compliant with St Johns River Water Management District. A typical for the treatment of the stormwater facilities can be found on Page 5 of the Landscape Plan, attached hereto as Exhibit "D".

b. Parking and Drive Aisles: Exhibit "B" provides for parking and drive aisles servicing all portions of the PROPERTY. This MDP shall permit a maximum parking space run of 13 spaces before a

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landscape island is required. Plantings within the parking lots shall be as depicted as provided on Page 5 of the Landscape Plan, attached hereto and incorporated herein as Exhibit "D".

c. Building Landscaping: To comply with and accentuate the architectural themes of the structures to be built on the PROPERTY, the minimum landscaping for building frontages within the PROPERTY shall be as provided on Page 5 of the Landscape Plan, attached hereto and incorporated herein as Exhibit "D".

d. OWNER shall provide DEVELOPER with reclaimed water at a rate of $200 per month which shall be automatically adjusted annually in the same manner as other utility rates .

B. Sidewalks.

i. Sidewalks shall be provided on both sides of all roads and private access drives leading into the PROPERTY from Walker Street and Center Avenue. No sidewalks shall be provided along the access easement to the Well Tract. Sidewalks shall comply with City of Holly Hill design standards.

ii. Sidewalks shall be provided to internal connection between the various uses and parcels. Determination of location, size and design of the pedestrian walkways shall be addressed with the site plans for the individual parcels. To the extent permitted by the St Johns River Water Management District, DEVELOPER shall incorporate walking paths and similar amenities into the Surface Water Tracts depicted on the MDP.

C. Bus Stops. DEVELOPER shall provide two covered bus stops serving the PROPERTY, one located on Walker Street and one located on Center Avenue. The exact locations and designs of the shelters shall be coordinated with Votran and the CITY.

D. Bicycle racks shall be provided at entrances to primary structures for both patrons, residents and employees.

12. Ingress and Egress to the PROPERTY. Public access to the PROPERTY shall be limited to points along Walker Street and Center Avenue in accordance with the requirements contained in Chapter 90, Article III, Division 2, Subdivision IV of the LDC and as depicted in this MDP. The locations of these access points are provided in Exhibit "B". A typical of the landscaping for the primary access points on Walker Street and Center Avenue is found on Page 3 of the Landscape Plan, attached hereto as Exhibit "D". An access/maintenance easement, fifteen feet (15') wide and as depicted generally on the MDP, shall provide CITY with access to its water line and the Well Tract from Center Avenue unless alternative access can be provided as described herein. All property owners within the PROPERTY shall have the right to utilize any of the access easements abutting their parcel.

13. Projected Traffic Impacts and Improvements. The following traffic improvements and requirements are based on the Traffic Impact Assessment (TIA) dated June 2016; the follow up report dated January 3, 2017 (Attached as Exhibit "E"); and subsequent memoranda produced

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by City staff.

A. The DEVELOPER shall provide a fully updated TIA meeting the current MPO standards prior to initiating site plan approval for the first phase of development as described in Exhibit "C".
B. The DEVELOPER shall design and install a left turn lane from Center Avenue with the construction of any principal buildings on Parcels 1, 2 or 3 beyond the initial 80,000 square feet of rehabilitation and new construction. This equates to 247 AM peak entering trips.
C. The DEVELOPER shall pay its proportionate share of off-site traffic improvements where the need for the improvement has been linked to the project.
D. Should a future TIA, done for subsequent site plan review, determine that a turn lane is required on Walker Street, the DEVELOPER shall construct the turn lane. DEVELOPER shall be entitled to recover a proportionate share of the cost from other contributing projects as these projects are reviewed by the City for transportation concurrency.
E. The DEVELOPER shall be required to comply with any County impact fee requirements and proportionate share requirements as part of the City's transportation concurrency approval.

14. **Projected Utility (Potable Water, Sanitary Sewer and Stormwater Management) Impacts and Improvements.**

A. All proposed improvements shall be required to connect to existing potable water and sanitary sewer facilities owned and maintained by the City of Holly Hill. All designs and construction of utility connections shall comply with Chapter 90, Article III, Division 4 of the LDC.
B. All Stormwater management facilities shall comply with the requirements of the CITY and the St. Johns River Water Management District.
C. As stated herein in Section 17 of this MDP and as provided in the separate Redevelopment Incentive Agreement, DEVELOPER shall receive those certain impact fee credits, including those for potable water and sanitary sewer impacts, based on the prior use of the PROPERTY (Holly Hill Middle School) and said credits shall be utilized in determining impact fees and other connection fees as specified in said Redevelopment Incentive Agreement.
D. In accordance with Section 90-205 of the LDC, utility lines for electricity (except primary transmission lines), telephone, gas and television communications shall be installed underground in locations approved by the city engineer unless otherwise approved by the City Commission.
E. Water usage by the multi-family uses contemplated for parcel 4 as depicted on the MDP shall be measured by a master meter.

15. **On-site Parking/Development Criteria.** The on-site parking shall comply with the requirements of the LDR's with the following exceptions:

A. Parking for all permitted uses, including accessory uses but excluding multi-family dwellings, shall be provided at a rate of 4 parking spaces per 1,000 square feet of gross building area. Reductions may be allowed for parking management strategies that include, but are not limited to shared-parking agreements, shift-related parking plans, off-site parking opportunities and credits for transit,

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pedestrian, bicycle and on-site residential development.

B. Parking for multi-family dwellings shall be calculated at 1.5 spaces per 1-bedroom unit and 2 spaces for each unit with 2 or more bedrooms.

C. Parking for Synergy Academy: Notwithstanding the provisions found above, parking for the Synergy Academy use shall be based upon the parking requirements for Private College/Post High School uses. 1 space shall be provided for every employee of the Academy use, and 1 space for every 3 students during the hours of maximum operation shall be provided.

16. Signage. Signage shall comply with the regulations contained in Chapter 110 of the CITY's LDC with the following exceptions:

A. There shall be five (5) project identification signs to be located on Walker Street (2), Center Avenue (2) and the intersection of LPGA Boulevard and Center Avenue (1) as generally depicted in the MDP (as either "Entrance Sign" or "Entrance Feature"). The project identification signs shall each be limited to a maximum of forty-eight (48) square feet of copy area per face. Copy area shall mean the area of the sign with wording and logos, and shall not include the physical structure supporting the sign. The maximum height of the project identification sign shall be ten (10) feet as measured from the centerline of the adjoining street. Project identification signs shall be located so that there are no sight visibility issues at intersections or other points of heavy vehicular traffic. Project identification signs may be a single, double-faced sign or two, single-faced signs. Project signs shall be monument style ground signs and shall include the name of the MPUD ("Fountainhead" or other project name acceptable to the DEVELOPER and OWNER).

B. Building identification signs shall be allowed on all buildings. Maximum building sign area shall be equal to the area of 20% of the building height multiplied by 40% of the building width of the side of the building where the sign will be placed. The building sign may be placed anywhere on the building, except that no sign shall exceed or protrude over any roof line.

C. Directory signs up to a maximum area of thirty-two (32) square feet of copy area shall be allowed at one access point from Walker Street and two access points from Center Avenue. Directory signs shall not exceed eight (8) feet in height. Directory signage shall be designed to accommodate individual business locations and shall be accessible to all properties within the project.

D. No exposed neon or lighting shall be allowed within any sign on the PROPERTY.

E. Final designs shall be provided with site plan applications and shall comply with the dimensional requirements listed above and shall be consistent with the standards for "Contemporary Architecture" listed in Section 10 of this MDP.

F. There shall be (1) identification sign into Parcel 4, the proposed location for the Multi-Family use. This sign shall not include tenant identification.

17. Vesting; Development Rights and Impact Fees.

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A. Development Rights for the PROPERTY – The intent of this MDP is to define the applicable condition for the development of the PROPERTY. As stated herein, where the MDP are silent, the LDR provisions in effect as of the submittal of application for permit or development approval shall control.

B. For purposes of all concurrency and impact fee determinations, credit for all of the pre-existing impacts of the middle school formerly on the PROPERTY, including but not limited to police protection, fire protection, water, sewer, stormwater, and traffic shall be granted on a first come first serve basis, except for Parcel 4 Workforce Housing Development. Said credit shall remain with the PROPERTY and shall not be transferred to any unrelated project or development. The vesting of said credits shall be effective as of the date of the closing of the sale of any portion of the PROPERTY from OWNER to the DEVELOPER. Said credits shall be considered a vested property interest and shall survive any future modification of the CITY'S concurrency or impact fee provisions to ensure that they may be available for use for the duration of the PROPERTY'S redevelopment. Impact fee credits shall be identified in Exhibit "G".

18. Walls and Fences. Interior fences and wall may not exceed six feet (6') in height. Fences and walls may be constructed of metal, masonry, PVC, or other similar materials. Fence design must be consistent with the design criteria contained in Section 10 of this MDP. Black or green vinyl-coated chain link fence may only be used on the perimeter of the contemplated child day care center play yard.

19. Solid Waste. Each parcel shall have adequate facilities for the disposal of solid waste which shall be screened from view. Design and appearance of dumpster enclosures shall be consistent with the design criteria in Section 10 of this MDP. At a minimum, all outside temporary waste storage containers shall consist of six foot (6') tall, ten foot (10') by ten foot (10') enclosures. If dumpsters are used on the subject property, a solid fence or wall with a height of 6 feet shall be used to screen three sides of the dumpster. Gates shall be opaque and shall remain closed to obscure the contents during business hours.

20. Parcel Development Plan Approval. This MDP provides sufficient evidence that future development of the PROPERTY conforms to the requirements established in Chapter 82, Article III, Division 2, Section 82-216 City of Holly Hill LDRs. The development of the Fountainhead MPUD shall be subject to review solely by the Development Code Administrator and other City of Holly Hill staff. The Final Development Plans shall be reviewed by the Development Code Administrator, who upon determination that a Final Development Plan complies with all applicable development requirements of subsection 82-216(g) and the MPUD, shall issue the Final Development Order. Note that pursuant to Paragraph 10.H. provided for herein, architectural elevations for all buildings constructed on the Property shall be brought before the City Commission for a determination of consistency with the pre-existing structures and the architectural style elements and building design standards provided for herein. All Final Development Plans shall address future development of adjoining vacant development areas by demonstrating that utilities, access, and compliance with dimensional standards (setbacks, buffers, building separation) shall be consistent with this MDP, the Comprehensive Plan and the City of

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Holly Hill LDRs. Nothing contained herein exempts future development of the Fountainhead MPUD from other permitting requirements established by federal, state, regional or county authorities. Appeals of the Development Code Administrator's decisions in regard to Final Development Plans within the Fountainhead MPUD shall abide by the requirements established in Chapter 82, Article V, Division 2.

21. **Stormwater.** Stormwater will be treated on site as required by the LDRs and the St. Johns River Water Management District. Stormwater retention facilities may serve individual or multiple parcels within the PROPERTY. Any common stormwater facilities must be maintained by a Property Owner's Association. Stormwater pond area shall be credited toward any open space requirement. Stormwater shall be designed to be integrated with the landscaping so that size, orientation and design are complementary to the landscape and building design. Ponds shall be designed to be aesthetically pleasing, complimentary to the PROPERTY'S landscaping and sloped so that fencing is not required. Fountains shall be provided in each retention area as a design element.

22. **Wellfield Acknowledged.** A wellfield, with a well tract encompassing approximately 2.08 acres, is located outside of the PROPERTY along its southern boundary as depicted in the MDP. This MDP was designed to accommodate the continued use and maintenance of the well tract by the CITY. All parties to this MDP acknowledge the existence and proximity of the wellfield to the PROPERTY. If CITY abandons the use of the wellfield and DEVELOPER purchases that property identified as the Well Tract on the MDP at a later date, said property may be incorporated into this MDP as a major amendment.

23. **Property Owners Association.** Prior to any subdivision of the PROPERTY shown on the MDP, DEVELOPER shall establish a Property Owners Association, created for the maintenance of all common areas, including the interior road network, parking areas and the stormwater system for the PROPERTY. The DEVELOPER shall be responsible for recording said information in the Public Records of Volusia County, Florida and shall bear all costs for recording the information.

24. **Binding Effect.** This MDP shall be recorded in the Public Records of Volusia County, Florida, and the provisions of this MDP shall be binding upon the parties hereto and respective successors and assigns as a covenant running with and binding upon the PROPERTY.

25. **Breach of MDP.** In event that the DEVELOPER has materially breached the MDP, the DEVELOPER shall commence to cure the breach within thirty (30) days of the notice by the CITY. If the DEVELOPER is unable or unwilling to cure the breach and abide by the MDP, the CITY shall exercise its right to take appropriate legal action including code enforcement or termination of this MDP.

26. **Hold Harmless.** The purpose of this Hold Harmless provision is to limit the exposure of the CITY, as the governing body adopting this MDP from actions taken during development on the PROPERTY. Therefore, DEVELOPER agree to and shall hold the CITY, its officers, its employees, and representatives harmless from liability for damage or claims for damage for personal injury, including death and claims for property damage that may arise from the direct or

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indirect operations of the DEVELOPER or those of the DEVELOPER'S contractor, subcontractor, employee, or other persons acting on his/her behalf which relate to the project. DEVELOPER agree to and shall defend the CITY and its officers, employees, and representatives from actions for damages caused or alleged to have been caused by reason of the DEVELOPER'S activities in connection with the project. HOWEVER, nothing contained herein shall be deemed to serve as a waiver of sovereign immunity to the extent said immunity is available to CITY.

27. Monitoring Official. The City of Holly Hill City Manager or his/her designee is appointed as the CITY's monitoring official of this MDP. The CITY's representative shall monitor the activities specified in such a manner to ensure that all requirements of this MDP are met and that all reviews and approvals are expedited to the greatest extent possible.

28. Notices. Any notice, demand or other communication required or permitted under the terms of this MDP shall be in writing, made by telegram, Federal Express, USPS Express Mail, UPS or other similar overnight delivery services or certified or registered mail, return receipt requested, and shall be deemed to be received by the addressee one (1) business day after sending, if sent by any of the overnight delivery services identified above, and three (3) business days after mailing, if sent by certified or registered mail. Notices shall be addressed as provided below:

If to the CITY:
City of Holly Hill
Attn: City Manager
1066 Ridgewood Avenue
Holly Hill, FL 32117
PH: 386.248.9425
FX: 386.248.9448

With Counterpart to:
City of Holly Hill
Attn: City Planner
1066 Ridgewood Avenue
Holly Hill, FL 32117
PH: 386.248.9424
FX: 386.248.9448

If to the DEVELOPER:
Fountainhead Developers, LLC
1410 LPGA Boulevard
Daytona Beach, FL 32117
PH: 386.274.4802

29. Severability. Invalidation of any provisions of this MDP shall not affect any other provisions of this MDP, which shall remain in full force and effect.

30. Effective Date. The approval of this Ordinance is effective upon adoption.

Attachment: Exhibit A (2025-O-3081 : Fountainhead First Major Amendment)

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TITLE PAGE TO FOLLOW

Attachment: Exhibit A (2025-O-3081 : Fountainhead First Major Amendment)

ORIGINAL DO

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be signed by the proper officers the day and year as written.

ATTEST:

Valerie Manning
City Clerk

CITY COMMISSION OF THE CITY OF HOLLY HILL

John Penny
Mayor

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing agreement was acknowledged before me this 29th day of March, 2017 by John Penny as the Mayor of Holly Hill, who is personally known to me or produced _____ as identification and did/did not take an oath.

VALERIE MANNING
Notary Public - State of Florida
Commission # FF 898510
My Comm. Expires Oct 30, 2019
Bonded through National Notary Assn.

NOTARY PUBLIC, STATE OF FLORIDA
Type or Print Name: Valerie Manning

Commission No.: FF898510
My Commission Expires: Oct. 30, 2019

Attachment: Exhibit A (2025-O-3081 : Fountainhead First Major Amendment)

OWNER

HOLLY HILL COMMUNITY REDEVELOPMENT AGENCY

Attest: Valerie Manning
Valerie Manning
City Clerk

John Penny
Mayor

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing agreement was acknowledged before me this 30 day of March, 2017 by John Penny as the Chair of the Holly Hill Community Redevelopment Agency, who is personally known to me or produced DL M600550832070 as identification and did/did not take an oath.

Elizabeth M Nelson

NOTARY PUBLIC, STATE OF FLORIDA
Type or Print Name:

ELIZABETH M NELSON
Notary Public - State of Florida
Commission # FF 201240
My Comm. Expires Feb 27, 2019
Bonded through National Notary Assn.

Commission No.:
My Commission Expires:

Attachment: Exhibit A (2025-O-3081 : Fountainhead First Major Amendment)

DEVELOPER

Witness: Valerie Manning

Printed Name: Valerie Manning

Fountainhead Developers, LLC
a Florida Limited Liability Company

By: _____
Name: M. Jayson Meyer
Title: Manager

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing agreement was acknowledged before me this 30 day of March, 2017 by M. Jayson Meyer as the Manager of Fountainhead Developers, LLC, who is personally known to me or produced FDL M600550830070 as identification and did/did not take an oath.

Elizabeth M Nelson

NOTARY PUBLIC, STATE OF FLORIDA
Type or Print Name:

ELIZABETH M NELSON
Notary Public - State of Florida
Commission # FF 201240
My Comm. Expires Feb 27, 2019
Bonded through National Notary Assn.

Commission No.:
My Commission Expires:

Attachment: Exhibit A (2025-O-3081 : Fountainhead First Major Amendment)

Exhibit "A-1"
Parcel A: The 1200 Center Avenue property

Attachment: Exhibit A (2025-O-3081 : Fountainhead First Major Amendment)

ORIGINAL ORIGINAL

Exhibit A-1

Parcel A: The 1200 Center Avenue property

DESCRIPTION: (PER O.R. BOOK 6670, PAGE 2413)

PARCEL 1:

That part of "BISHOP VILLAGE" SUBDIVISION, as per map recorded in Map Book 19, Page 92, of the public records of Volusia County, Florida, and part of Lots 1, 34,4, 32 and 33, and all of Lots 2 and 3, Block 35, MARY C. FLEMING SUBDIVISION of the Thomas Fitch Grant, as per Map recorded in Map Book 1, Page 1, of the public records of Volusia County, Florida, being more specifically described as follows:
Commencing at the Southeast corner of Lot 20, of said BISHOP VILLAGE SUBDIVISION; thence North 25° West, along the Westerly line of Center Street, a distance of 200 feet to a concrete monument, marking the PLACE OF BEGINNING; thence South 63°28' West, a distance of 978.65 feet to a concrete monument located on the West line of Lot 32, Block 35, FLEMING SUBDIVISION; thence North 25°25' West, along the Westerly line of said Lot 32, a distance of 428.07 feet to a steel rod marking the Northwest corner of Lot 32, Block 35; thence South 64°31'30" West, along the Southerly line of Lot 4, Block 35, a distance of 84.92 feet; thence North 25°25' West, a distance of 636.2 feet to a point in the South line of 13th or Walker Street; thence North 64°42'30" East, a distance of 1071.08 feet to a concrete monument marking the Northeast corner of Lot 1, BISHOP VILLAGE SUBDIVISION; thence South 25° East along the Westerly line of Center Street, a distance of 1043.1 feet to the PLACE OF BEGINNING.

PARCEL 2:

The West 13 feet of the South 200 feet of Lot 32, Block 35, MARY C. FLEMING SUBDIVISION of the Thomas Fitch Grant, as per Map recorded in Map Book 1, Page 1, of the public records of Volusia County, Florida.

Attachment: Exhibit A (2025-O-3081 : Fountainhead First Major Amendment)

Exhibit "A-2"
Parcel B: Developer's Parcel

Attachment: Exhibit A (2025-O-3081 : Fountainhead First Major Amendment)

ORIGINAL

Exhibit A-2
Parcel B: Developer's Parcel

DESCRIPTION: (PER O.R. BOOK 7214, PAGE 890)

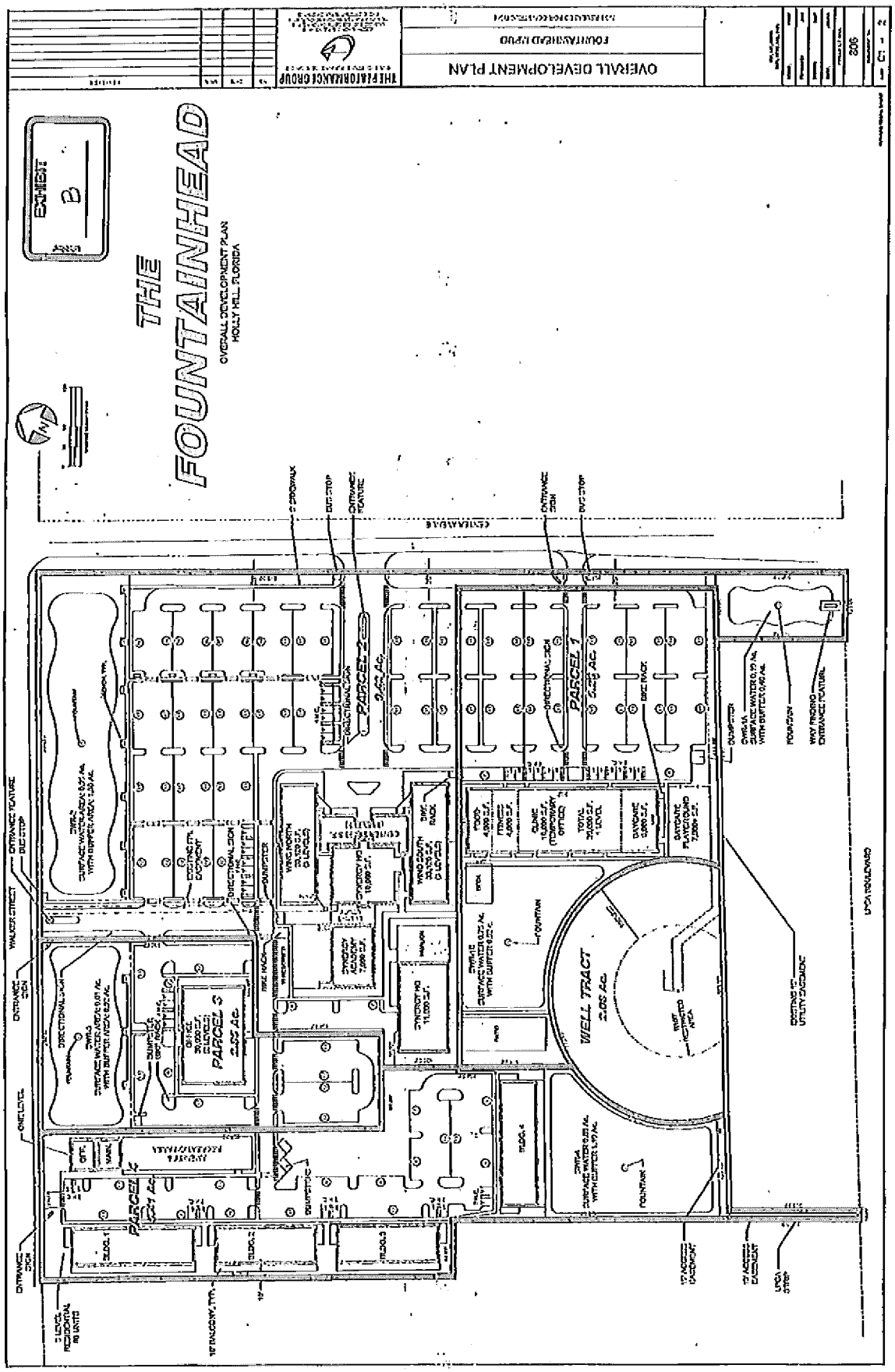
The East 101 feet of the South 200 feet of Lot 34, Block 35, Fleming Fitch Grant, according to the map or plat thereof, as recorded in Map Book 1, Page 1, of the Public Records of Volusia County, Florida, also known as Lot 20, Bishop Village, according to the map of plat thereof as recorded in Map Book 19, Page 92, of the Public Records of Volusia County, Florida.

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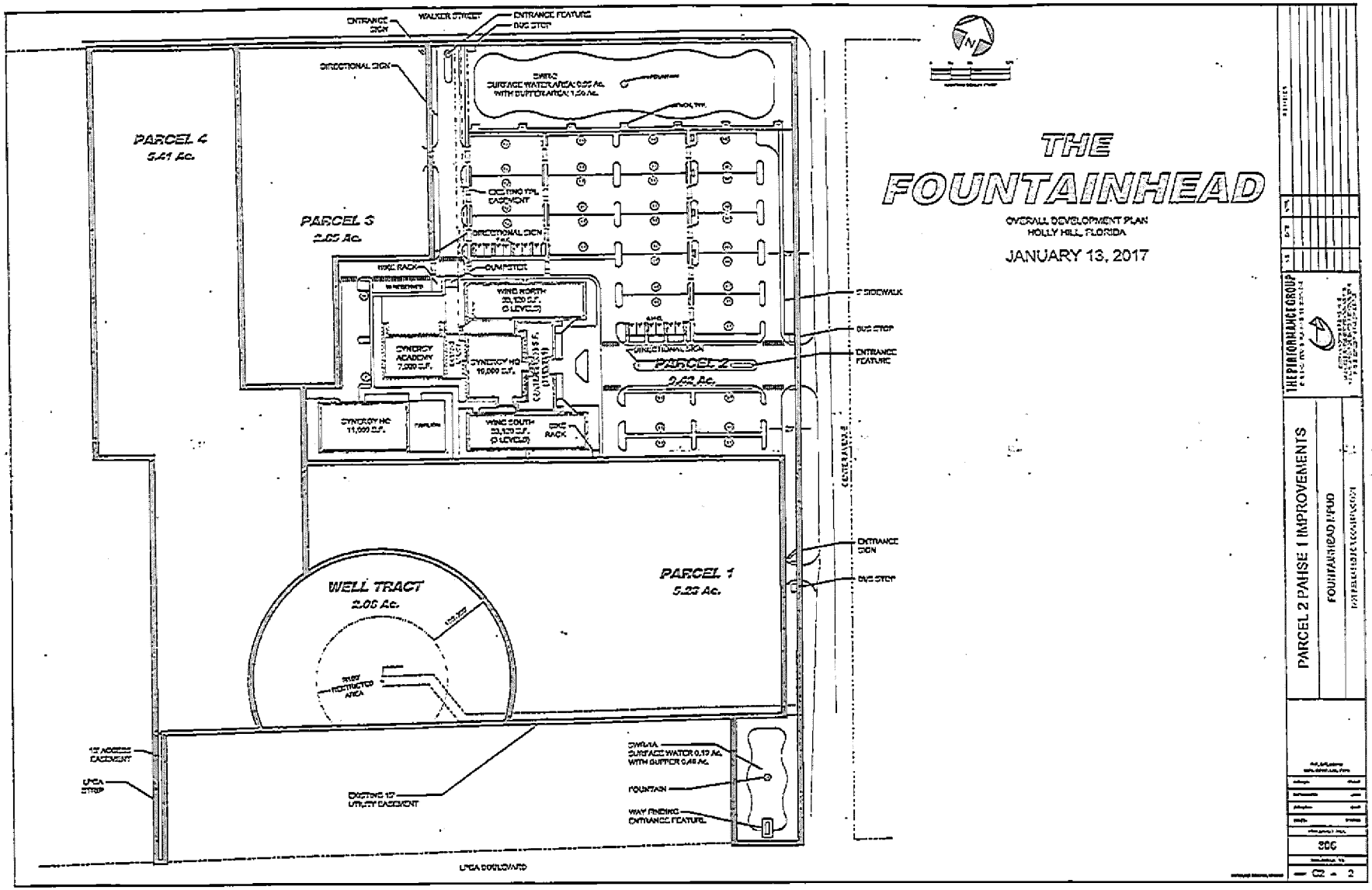
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Exhibit "B"
Mixed Use Master Development Plan

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Attachment: Exhibit A (2025-O-3081 : Fountainhead First Major Amendment)



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Instrument #202015063O #28 Book:789
6.1.e

Exhibit "C"
Illustration of Phase 1

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Attachment: Exhibit A (2025-O-3081 : Fountainhead First Major Amendment)

Exhibit D
Landscape Plan

Attachment: Exhibit A (2025-O-3081 : Fountainhead First Major Amendment)

ORIGINAL

EXHIBIT

D

Center Avenue Buffer Elevation

Center Avenue Plan (Typ.)

- 50 CENTER AVENUE BUFFER
- ONE SHADE TREE PER 30 LINEAR FEET
- 3 UNDERSTORY TREES PER 30 LINEAR FEET
- CONTINUOUS HEDGE TO SHIELD VEHICULAR USE AREA BEHIND BUFFER
- 5 DIFFERENT TYPES OF LANDSCAPE MATERIALS PER 50' UP NO MORE THAN 40% ONE SPECIES
- SHADE TREES AND UNDERSTORY TREES TO BE A MINIMUM OF 12FT IN HEIGHT AT TIME OF PLANTING
- SIZE PER CITY REQUIREMENTS

FOUNTAINHEAD
MPUD EXHIBITS
CONCEPTUAL LANDSCAPE PLANS

FOR REVIEW ONLY NOT FOR CONSTRUCTION

ZEV COHEN & ASSOCIATES

Attachment: Exhibit A (2025-O-3081 : Fountainhead First Major Amendment)

Attachment: Exhibit A (2025-O-3081 : Fountainhead First Major Amendment)

Main Entry Conceptual Plan

- 400 SQUARE FEET LANDSCAPE AREA CONSISTING OF SHRUBS OR GROUNDCOVER OTHER THAN SOD PROVIDED PER ENTRANCE SIGN AND/OR ON EACH SIDE OF AN ENTRANCE ROAD.
- 1 CANOPY TREE OR 3 UNDERSTORY TREES PROVIDED PER 400 SQUARE FEET OF LANDSCAPE AREA.
- LOW VOLTAGE UPLIGHTING PROVIDED TO ILLUMINATE CANOPY TREE OR UNDERSTORY TREES

Main Entry Cross Section

FOUNTAINHEAD
MPUD EXHIBITS
CONCEPTUAL LANDSCAPE PLANS

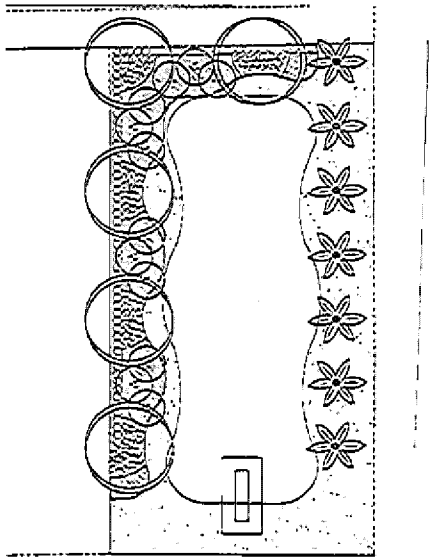
FOR REVIEW ONLY NOT FOR CONSTRUCTION

ZEV COHEN

L4.3 - 5

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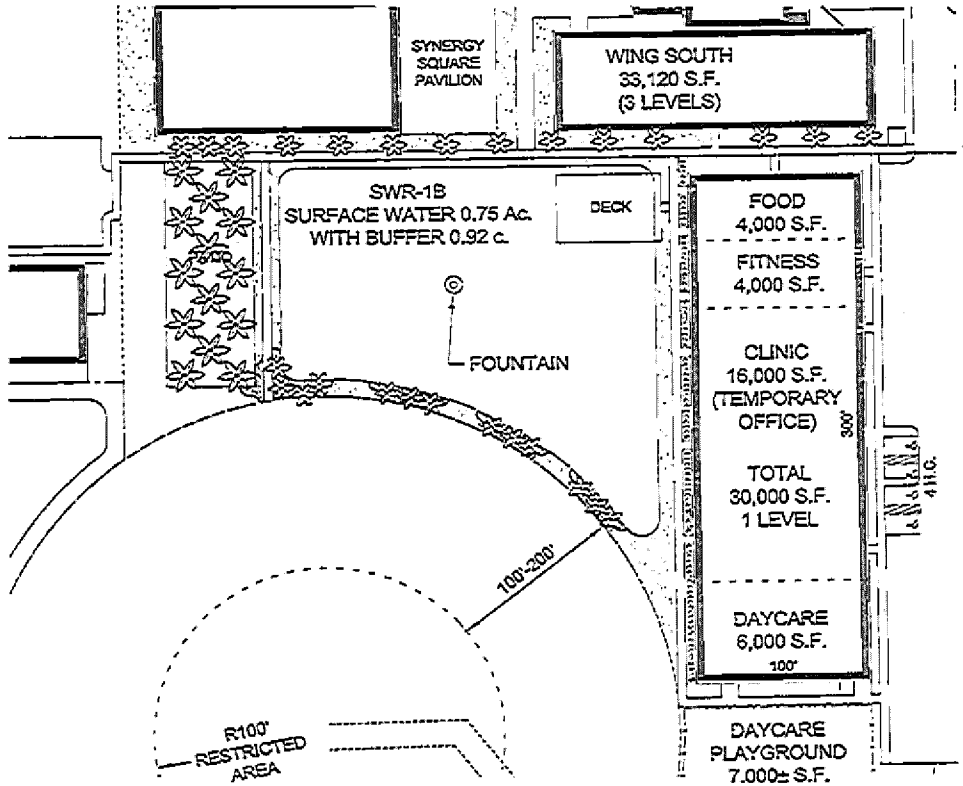
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Attachment: Exhibit A (2025-O-3081 : Fountainhead First Major Amendment)
Packet Pg. 315



Wayfinding Area Conceptual Plan

Stormwater Ponds (Typ.)

- 200 SQUARE FEET OF LANDSCAPE AREA SHALL BE PROVIDED FOR EACH 150 LINEAR FEET OF POND PERIMETER AS MEASURED AT TOP OF BANK. LANDSCAPE AREAS SHALL BE ADJACENT TO THE HIGH WATER LINE USING AQUATIC PLANT MATERIAL OR SURROUNDING REQUIRED TREES.
- 3 CANOPY TREES SHALL BE PROVIDED FOR EACH 150 LINEAR FEET OF POND PERIMETER AS MEASURED AT TOP OF BANK. MORE TREES MAY BE USED. CLUSTERING IS RECOMMENDED. MAXIMUM SPACING BETWEEN TREES IS 150'. LOCATION MUST BE WITHIN 40' FROM TOP OF BANK.
- WATER FEATURE SUCH AS A FOUNTAIN SHALL BE INCLUDED IN ALL WET RETENTION PONDS.



Stormwater Pond 18 Conceptual Plan

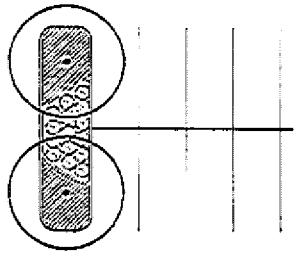
ZEV COHEN

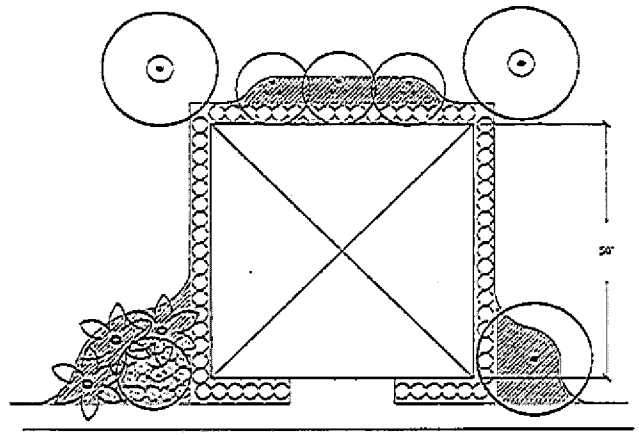
FOR REVIEW ONLY NOT FOR CONSTRUCTION

FOUNTAINHEAD
MPUD EXHIBITS
CONCEPTUAL LANDSCAPE PLANS

Attachment: Exhibit A (2025-O-3081 : Fountainhead First Major Amendment)

Instrument #2020150630 #36 Book:789





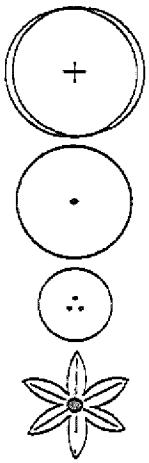
Terminal Landscape Island Plan (Typ.)

- NO SOD IN AREA LESS THAN 10' WIDE
- ONE SHADE TREE PER 200 SQUARE FEET
- 3 TYPES OF LANDSCAPE MATERIAL PER ISLAND
- 1 SHRUB/GROUNDCOVER PER TEN SQUARE FEET

Building Foundation Plan (Typ.)

- MINIMUM 3' WIDE LANDSCAPE AREA ADJACENT TO BUILDING
- SIDEWALK MAY BE LOCATED IMMEDIATELY ADJACENT TO BUILDING AND LANDSCAPE AREA MAY BE LOCATED ON OTHER SIDE OF SIDEWALK.
- 1 CANOPY TREE AND 1 UNDERSTORY/MEDIUM PALM TREE PER 50 LINEAL FEET OF LANDSCAPE AREA (OR PORTION THEREOF.) 3 MEDIUM PALM TREES MAY BE SUBSTITUTED FOR 1 CANOPY TREE.

Conceptual Planting Legend



LARGE CANOPY TREE:
LIVE OAK
MINIMUM 7.5' HT, 3" CALIPER
*TO BE PLANTED A MINIMUM OF 30' FROM OVERHEAD POWER LINES (MEDIUM CANOPY TREE SHOULD BE SUBSTITUTED IF OVERHEAD POWER LINES ARE WITHIN 30' FROM TREE LOCATION)

MEDIUM CANOPY TREE:
ELM, MAGNOLIA, CYPRESS
MINIMUM 7.5' HT, 3" CALIPER
*TO BE PLANTED A MINIMUM OF 20' FROM OVERHEAD POWER LINES (LARGE PALM TREE OR 15 UNDERSTORY TREES SHOULD BE SUBSTITUTED IF OVERHEAD POWER LINES ARE WITHIN 20' FROM TREE LOCATION)

UNDERSTORY TREE:
LIGUSTRUM, WAX MYRTLE, OLEANDER
MINIMUM 7.5' HT, 2" CALIPER

LARGE PALM TREE:
CANARY DATE, MEDJOOL DATE, SILVER DATE
MINIMUM 15' C.T.
*3 MEDIUM PALM TREES MAY BE SUBSTITUTED



MEDIUM PALM TREE:
WASHINGTON, SABAL, CHINESE FAN
MINIMUM 10' C.T.

LARGE EVERGREEN SHRUB:
WAX MYRTLE, LIGUSTRUM, CRINUM LILY, PHILODENDRUM, BIRD OF PARADISE
MIN. 5' HT X 5' SPREAD

HEDGE SHRUB:
VIBURNUM, ELEAGNUS, PODOCARPUS, WAX MYRTLE
MIN. 2.5' HT, 2.5' O.C.

SMALL SHRUB/FLOWERING PERRENIAL:
MAX. 3' O.C.

GROUNDCOVER/SHRUB:
MAX. 3' O.C.

FLOWERING PERRENIAL/ANNUAL:
MAX. 2' O.C.

Notes

1. ALL PLANTING DESIGNS ARE CONCEPTUAL AND ARE ONLY MEANT TO SHOW A TYPICAL PLAN THAT IS REPRESENTATIVE OF THE AMOUNT OF ACCEPTABLE PLANT MATERIAL AND THE DEVELOPMENT STANDARDS. ACTUAL PLANTING DESIGN MAY VARY AS LONG AS THE MINIMUM DESIGN REQUIREMENTS ARE MET. ALL PLANTING PLANS MUST ALSO MEET MINIMUM LDC REQUIREMENTS FOR THE CITY OF HOLLY HILL UNLESS OTHERWISE STATED ON THIS PLAN. BUFFERS ARE NOT REQUIRED TO BE DESIGNED IN REPEATING PATTERNS.
2. THE CONCEPTUAL PLANT LIST IS NOT INCLUSIVE AND IS TO BE USED AS A GUIDE FOR PLANT MATERIAL CHOSEN BY THE LANDSCAPE ARCHITECT OF RECORD.
3. ALL PLANT MATERIAL SHALL BE GRADE FLORIDA NO. 1 OR BETTER IN QUALITY AS SPECIFIED IN FLORIDA GRADES AND STANDARDS.

ZEV COHEN
& ASSOCIATES, INC.

FOR REVIEW ONLY NOT FOR CONSTRUCTION

FOUNTAINHEAD
MPUD EXHIBITS
CONCEPTUAL LANDSCAPE PLANS

LAS # 5

Exhibit E
Traffic Impact Analysis

Attachment: Exhibit A (2025-O-3081 : Fountainhead First Major Amendment)

ORIGINAL ORIGINAL

Lassiter Transportation Group, Inc.
Engineering and Planning

EXHIBIT
E

Via Email: (tharowski@hollyhillfl.org)

Ref: 4146.03

TECHNICAL MEMORANDUM

To: Thomas Harowski, AICP

From: Andrew J. Ames, PE

Subject: Support Memorandum for the TIA

Date: January 17, 2017

The following Technical Memorandum presents a summary of the comments, responses and a quick synopsis to outline the differences between the current site plan and the site plan dated January 11, 2017. This Memorandum has included the following to support the Memo:

- Original Site plan submitted with the Traffic Impact Analysis (June 2016)
- Revised and Current Site plan for use (January 2017)
- Responses to all comments related to this project
- Description of the Land use plan of today versus June 2016

Table 1 presents the June 2016 and January 2017 development programs for the study:

Table 1
Comparative Analysis Land Use
The Fountainhead Development

Land Use	Land Use Plan Jun-16		Land Use Plan Jan-17	
Apartment Units	88	DU	88	DU
Student/Employee Day-care facility	100	Students	100	Students
General Office	65,000	SF	30,000	SF
Corporate Headquarters	75,100	SF	87,079	SF
Medical Office	20,000	SF	16,000	SF
Bank	7,500	SF	7,500	SF
Fitness Center	-	SF	4,000	SF
Food Kiosk	4,000	SF	4,000	SF

The Site Access has not changed respective to the driveway locations as can been seen on the 2016 and 2017 Site Plan attachments.

The projects trip generation tables are found below. *Table 2 presents the original net trip generation.* The New External trips are identified along the right column and are to be compared with *Table 3 current net trip generation.*

Attachment: Exhibit A (2025-O-3081 : Fountainhead First Major Amendment)

Table 2
Comparative TRIP Generation
The Fountainhead Development
Original 2016 NET TRIP Generation

Time Period	Land Use	Total Trips			Internal Trips			Pass-by Trips			New External Trips		
		Enter	Exit	Total	Enter	Exit	Total	Enter	Exit	Total	Enter	Exit	Total
Daily	Residential	329	329	658	104	73	177	0	0	0	225	256	481
	Day Care	335	335	670	0	0	0	0	0	0	335	335	670
	Office	1,502	1,502	3,004	24	23	47	0	0	0	1,478	1,479	2,957
	Bank	556	556	1,112	61	82	143	233	223	456	262	251	513
	Restaurant	255	255	510	28	39	67	98	93	191	129	123	252
Totals:		2,977	2,977	5,954	217	217	434	331	316	647	2,429	2,444	4,873
A.M. Peak-Hour	Residential	9	38	47	3	7	10	0	0	0	6	31	37
	Day Care	11	9	20	0	0	0	0	0	0	11	9	20
	Office	404	45	449	2	2	4	0	0	0	402	43	445
	Bank	52	39	91	6	3	9	22	17	39	24	19	43
	Restaurant	24	19	43	3	2	5	9	7	16	12	10	22
Totals:		500	150	650	14	14	28	31	24	55	455	112	567
P.M. Peak-Hour	Residential	43	23	66	14	10	24	0	0	0	29	13	42
	Day Care	9	11	20	0	0	0	0	0	0	9	11	20
	Office	71	401	472	3	3	6	0	0	0	68	398	466
	Bank	91	91	182	10	14	24	38	36	74	43	41	84
	Restaurant	23	16	39	2	2	4	9	6	15	12	8	20
Totals:		237	542	779	29	29	58	47	42	89	161	471	632

Table 3
Comparative TRIP Generation
The Fountainhead Development
Current 2017 NET TRIP Generation

Time Period	Land Use	Total Trips			Internal Trips			Pass-by Trips			New External Trips		
		Enter	Exit	Total	Enter	Exit	Total	Enter	Exit	Total	Enter	Exit	Total
Daily	Residential	329	329	658	104	73	177	0	0	0	225	256	481
	Day Care	1,343	1,343	2,686	0	0	0	0	0	0	1,343	1,343	2,686
	Office	1,210	1,210	2,420	24	23	47	0	0	0	1,186	1,187	2,373
	Bank	556	556	1,112	61	82	143	233	223	456	262	251	513
	Restaurant	255	255	510	28	39	67	98	93	191	129	123	252
Totals:		3,693	3,693	7,386	217	217	434	331	316	647	3,145	3,160	6,305
A.M. Peak-Hour	Residential	9	38	47	3	7	10	0	0	0	6	31	37
	Day Care	42	38	80	0	0	0	0	0	0	42	38	80
	Office	340	36	376	2	2	4	0	0	0	338	34	372
	Bank	52	39	91	6	3	9	22	17	39	24	19	43
	Restaurant	24	19	43	3	2	5	9	7	16	12	10	22
Totals:		467	170	637	14	14	28	31	24	55	422	132	554
P.M. Peak-Hour	Residential	43	23	66	14	10	24	0	0	0	29	13	42
	Day Care	38	43	81	0	0	0	0	0	0	38	43	81
	Office	61	360	421	3	3	6	0	0	0	58	357	415
	Bank	91	91	182	10	14	24	38	36	74	43	41	84
	Restaurant	23	16	39	2	2	4	9	6	15	12	8	20
Totals:		256	533	789	29	29	58	47	42	89	180	462	642

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The significant difference between the two land use plans is found with the day care facility. It is important to note that ITE does not typically permit internal capture however the purpose of the day care is to provide a support facility to employees and the public. This will lead to an overall internal capture rate of approximately 50% conservatively and reducing the current trip generation below the original trip generation for the site.

Additionally, the MPUD has added language requiring the NB connection to Walker Street to be built with the initial building. Based on the current proposed Land Uses and the currently proposed site access plan a revised TIA will not create any significant changes in recommendations. Additional improvement conditions are not anticipated for this project.

Encl: Comment Response Letter, prepared by Lassiter Transportation Group, Inc.
6/16 and 1/17 Site plans
6/16 and 1/17 Land use plans

I affirm, by affixing my signature and seal below, that the findings contained herein are, to my knowledge, accurate and truthful and were developed using current procedures standard to the practice of professional engineering.

Name: Andrew J. Ames, P.E.

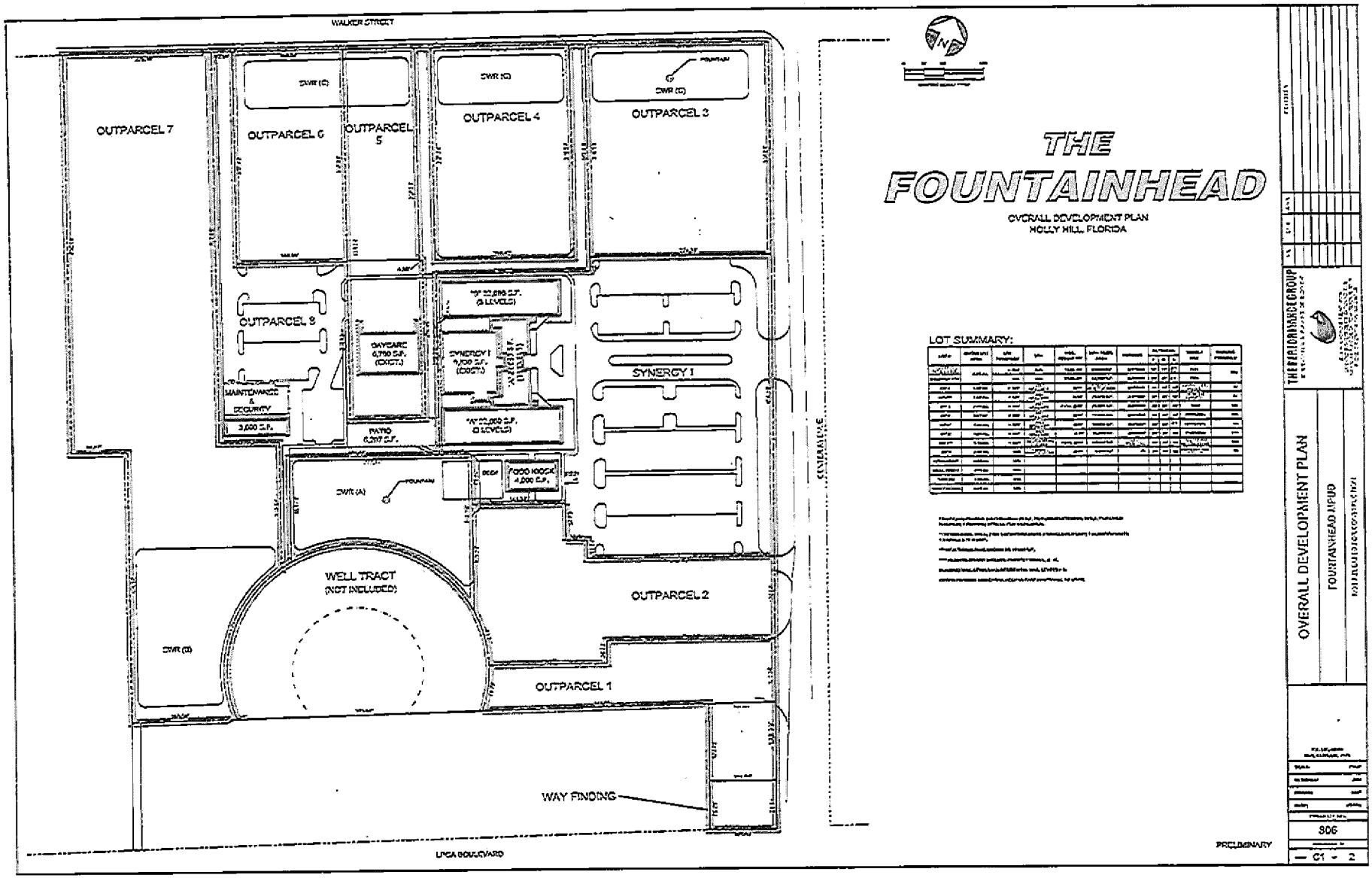
Signature: Andrew J. Ames, P.E.

Florida PE License No.: 52570

Date: January 17, 2017

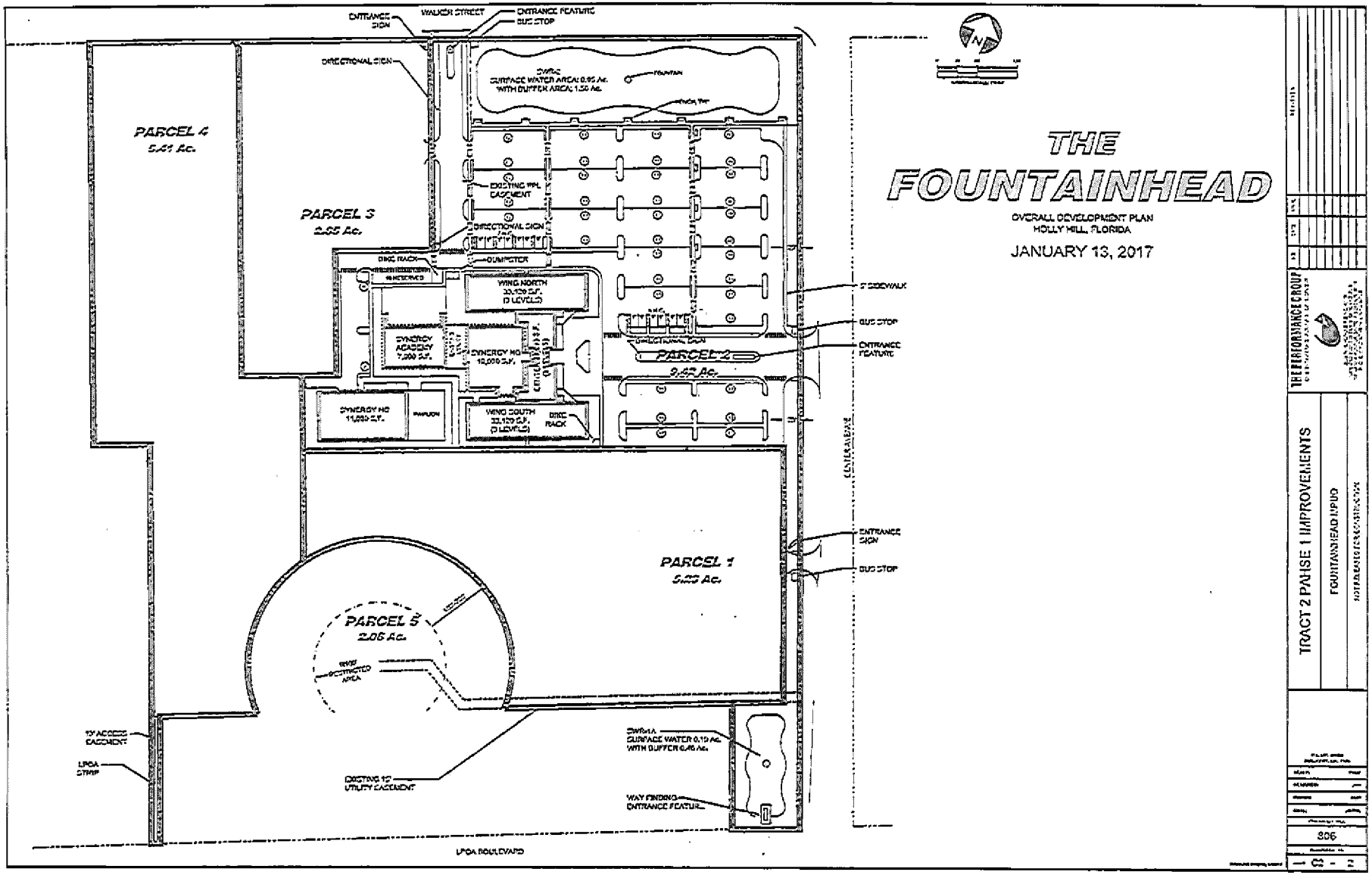
Lassiter Transportation Group, Inc.
Engineering and Planning

Attachment: Exhibit A (2025-O-3081 : Fountainhead First Major Amendment)



Instrument #202015063O #41 Book:789

Attachment: Exhibit A (2025-O-3081 : Fountainhead First Major Amendment)

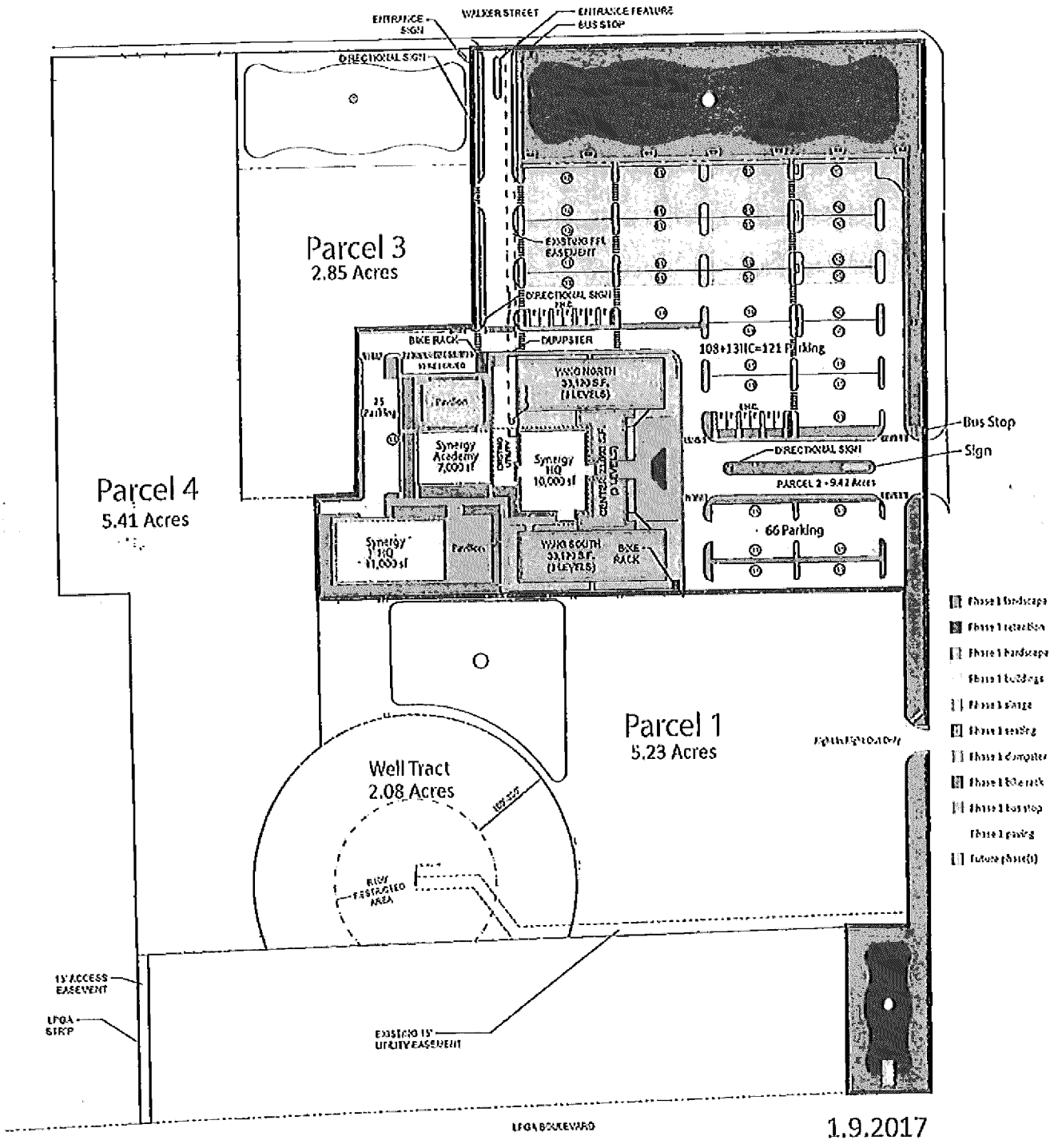


Attachment: Exhibit A (2025-O-3081 : Fountainhead First Major Amendment)

Instrument #202015063O #42 Book:789

FOUNTAINHEAD

FOUNTAINHEAD PARCEL 2 PHASE 1 IMPROVEMENTS



Attachment: Exhibit A (2025-O-3081 : Fountainhead First Major Amendment)

FOUNTAINHEAD The Fountainhead at Holly Hill – Sequencing Projection

End of Year	Use	Parcel	New People	Total people	Recapture	Sq. footage	Notes
2017	HQ	2	140	140	N/A	21,000	Former media/new build
	Academy	2	50	50	N/A	7,000	Former gym
2018	HQ	2	+70	210	N/A		No build
	Academy	2	N/A	See note	N/A		50 day + 25 night
2019	HQ	2	+105	310	N/A	22,000	Wing
	Academy	2	N/A	See note	N/A	11,000	Wing
	Food	1	See note	See note	>50%	4,000	4 ees + 10 cars public
	Fitness	1	See note	See note	>50%	4,000	2 ees + 10 cars public
2020	HQ	2	+157	472	N/A	22,000	Wing
	Academy	1	+25	See note	N/A	11,000	Wing, 75 day, 50 night = 125
	Day care	1	See note	See note	>50%	6,000	8 workers + 30 cars, public drop off
2021	Clinic	1	See note	See note	<20%	16,000	8 workers + 50 cars public in/out
2023	Office	3	120	120	N/A	30,000	4 ees/1,000 sf
2023	88 workforce housing units	4	See note	See note	N/A	±90,000	Lottery any time 2018-2026 Average 1.8 people/unit

Attachment: Exhibit A (2025-O-3081 : Fountainhead First Major Amendment)

Instrument #20201506 30 #44 Book:789

LTG Engineering & Planning

Ref: 4146.03

January 3, 2016

Thomas Harowski, AICP, City Planner
City of Holly Hill
1066 Ridgewood Avenue
Holly Hill, Florida 32117-2898
(386) 248-9424

Subject: Fountainhead, Holly Hill Traffic Impact Analysis (TIA) – Response to Volusia County Traffic Engineering and City of Holly Hill Review Comments

Dear Mr. Thomas Harowski:

Lassiter Transportation Group Inc. (LTG) has prepared a Response to the comments from the City of Holly Hill and the Volusia County Traffic Engineering for the proposed Fountainhead project. The following responses are provided to address the comments from the review:

CITY OF HOLLY HILL COMMENTS, Thomas Harowski, AICP, City Planner, 07/08/2016

1. The TIA report is based on a concept plan that does not reflect the plan submitted with proposed MPUD agreement dated June 29, 2016 nor the subsequent submittal dated July 6, 2016. In addition, the TIA does not reflect the phased development proposal that is contained in the MPUD. The TIA needs to be re-evaluated applying the proper concept plan. (This discrepancy is addressed in the Volusia County comments as well.)

   Response: The new development plan has been received and does not provide variation for access nor for land use. The new development plan has been included in the revised TIA.

2. As the results of the TIA appear to be heavily dependent on the distribution of traffic to Walker Street, the phased plan approach which does not provide for access to Walker Street with Phase 1 may affect the recommendations.

   Response: The new development plan has been received and does not provide variation for access nor for land use. The new development plan has been included in the revised TIA.

3. As with all modelling, the output needs to be tempered with a common-sense review of the output. It seems highly unlikely to me that the 58% of the site traffic heading westbound will split 57% to Walker and 1% to LPGA as Figure 3 appears to show. This outcome needs to be more fully justified or the TIA output adjusted.

1450 W. Granada Blvd. Suite 2 • Ormond Beach, FL 32174 • Phone 386.257.2571 • Fax 386.257.6996
www.lassitertransportation.com

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Response: The approved methodology included the TRIP distribution. The percentage of inbound and outbound vehicles total the percentage for the segment as shown on the Model output. Further changes are not required however will be reviewed for consistency.

4. With regard to the standards for turn lanes, the City code references FDOT standards which are somewhat general in terms of the specifics for requiring turn lanes. We supplementing these standards with the Volusia County turn lane standards for consistency with local development and as a basis for making a decision on requiring turn lanes. The peak hour volumes presented in Table 6 appear to support the installation of turn lanes.

   Response: The TPO methodology has been followed. The turn lanes will be reviewed for any anomalies.

5. The County comment about more closely examining the AM Peak Hour is especially important given the presence on Center Avenue of a high volume of pedestrian traffic generated by the Holly Hill School and the addition of higher volumes of school related vehicular traffic.

   Response: The intersections along Center will be reviewed for school traffic in the morning peak.

6. I also think it is important to re-inforce the concerns that the analysis may not have addressed all of the committed trips from development west of Nova Road (Sams Club as an example) and conditions on Walker Street within the City. The City has approved a redesign of the parking lot for Florida Health Care (US 1 and Walker Street) that will expand access form this large traffic generator to Walker Street when the project is implemented. This intersection does not include turn lanes at US 1 and therefore the operational characteristics of this intersection may be affected.

   Response: Noted. A Review of these concerns has been completed and adjusted as needed.

VOLUSIA COUNTY TRAFFIC ENGINEERING COMMENTS, 06/28/16

1. Phased Development: It is our understanding that the development plans for the project now include a "Phase 1" that only consists of a portion of what is being analyzed in the TIA. Access for Phase I is only proposed on Center Ave - there is access no proposed access on Walker Street. Please understand that this was not brought to our attention during the methodology phase. As such, the Phase 1 and Buildout traffic will now need to be evaluated separately. Communication with the city reveals that there have been no plans for Phase 2 submitted, so it is unknown when Phase 1 trips would be able to shift to other access points in the development's buildoutplan.

   Response: The new plan identifies connection points to Walker Street. And connection to Walker Street has been required as part of the MPUD Agreement.

2. Number of Driveways: The ODP submitted in the methodology document showed three driveways on Walker St and three on Center Ave. This conflicts with the site access figures in the TIA since it only shows one off of Center Avenue and one off of Walker Street. Please explain this. The revised

Attachment: Exhibit A (2025-O-3081 : Fountainhead First Major Amendment)

TIA will need to show that the driveway connections in the TIA are coordinated with the driveway connections on the conceptual site plan.

Response: Noted.

3. Buildout Date: Based on comment #1, please work with the applicant to revise, or confirm, the 2017 buildout year.

   Response: Noted.

4. Table 2, LPGA Blvd at Nova Road: PM peak hour: Please rerun the HCS analysis with existing green timings. Controllers minimum green = minimum green + 1 extension.

   Response: An additional extension is not needed as the HCS looks to optimize green times and the existing timings only factor into the existing analysis. Once a failure occurs, the first improvement considered is optimizing timings.

5. Tables 3 and Table 9 suggest optimizing the signal timings at LPGA & Nova to reduce the v/c ratio to below 1.0. The Nova Road corridor was recently retimed by FDOT. Optimizing the timings at this single intersection may require adjustments to other signals on the Nova Road corridor.

   Response: Noted. Typically optimizing timings in HCS versus field can be different. If improvements such as additional turn lanes were needed at an intersection optimizing the coordinated splits of a signal in coordination is the optimization procedure. This would not impact the corridor timings.

6. Table 4: Why is there no Existing AM condition analysis as part of this TIA? The project is very close to a school (Holly Hill K-8).

   Response: A review of the School operation will be added to the Revised TIA. Operational issues will be noted and described as it could pertain to the site.

7. Page 5, Intersection Improvements Needed: Regarding LPGA Blvd at Nova Rd intersection, please refer to comment #4.

   Response: An additional extension is not needed as the HCS looks to optimize green times and the existing timings only factor into the existing analysis. Once a failure occurs, the first improvement considered is optimizing timings.

8. Page 12, Internal Capture: Related to our comment #1, please reanalyze internal capture for Phase 1 since this impacts the roadway network and driveway volumes.

   Response: Internal Capture will be reviewed. Internal capture typically reduces the overall generation but does not involve distributing volume. The pass by volume will be reviewed as well for the same purpose.

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Attachment: Exhibit A (2025-O-3081 : Fountainhead First Major Amendment)

9. Figure 3, Trip Distribution: Regarding our comment #1, please revise the trip distribution based on the access to both Walker St and Center Ave for Phase 1. It is our understanding that plans show access proposed on only Center Ave.

   Response: The updated plan does have access to both Walker and Center. The MPUD will have language to reflect the connection with phase 1 as well.

10. Figure 3: Trip Distribution appears to be incomplete. The percentages do not add up correctly. There is no percentage on Center Avenue between Driveway 2 and LPGA Blvd. What is the percentage of trips using Driveway 1 and using Driveway 2?

    Response: This will be labeled with the revised TIA.

11. Figures 4a and 4b: Nova Rd/Walker St Intersection: Please confirm that the southbound left-turn lane and westbound right-turn lane both have adequate storage to handle future volumes. We believe that turn lanes will need to be lengthened.

    Response: The Storage will be evaluated with the revised TIA.

12. Driveway 1 will not be included in Phase 1. Please revise this to show volumes at Driveway 2. Comment to the city: The turn volumes show the need for several right and left-turn lanes at the driveways. Please check the city's code for turn lane requirements as the county will not be making these requests since Walker Street and Center Avenue are city roads.

    Response: The updated plan does have access to both Walker and Center. The MPUD will have language to reflect the connection with phase 1 as well.

13. Table 9: We are seeing a similar issue with the existing having minimum Greens too short.

    Response: An additional extension is not needed as the HCS looks to optimize green times and the existing timings only factor into the existing analysis. Once a failure occurs, the first improvement considered is optimizing timings. A review of the timings will be completed for the revised TIA.

14. Site Access: Please work with the city to determine if turn lanes are needed per the city's land development code.

    Response: Noted.

15. Table 10, Growth Rate and LOS of LPGA Blvd between Tomoka Farms Road and Williamson Blvd: A growth rate of 1% was used for LPGA, yet many development trips have been approved and vested by the City of Daytona Beach on that segment. We do not see where this was considered or addressed, and based on past TIA reviews in the area we know that this segment of roadway is over-capacity with only limited and phased improvements. Please address this. We are including our methodology comment, which needs to be reiterated since the applicant stated that this comment would be addressed: *"Build-out Traffic, page 6: Additional information prior to TIA methodology approval is required. While we understand that the growth rate in the immediate area is minimal, the growth rate on LPGA Blvd near the I-95 Interstate Interchange is not. The methodology needs to specify up front, what growth rate will be used. Vested trips on LPGA Blvd from City of Daytona Beach approved projects are required to be considered. Documentation should*

Attachment: Exhibit A (2025-O-3081 : Fountainhead First Major Amendment)

be placed in the TIA methodology appendix." Additionally, related to this, the following methodology comment was also provided and not addressed in the TIA: *"Critical/Near-Critical Roads: A) Due to the approval of Tanger Outlets and Minto Development, LPGA Blvd between Tymber Creek Road and Williamson Blvd is considered Critical/Near-Critical. Although Fountainhead's impact is proposed to be less than 5% on these links, its impact is still required to be analyzed. Additionally, impacts to over-capacity roads will be required to be mitigated."*

Response: This has been completed as part of the approved methodology.

16. Table 10, Hand Ave (Clyde Morris Blvd to Shangri La Drive): This is a failing segment, and the capacity is not 3,410. This section is currently 2 lanes. The vehicle/capacity ratio is now currently over capacity, which will require a proportionate fair share improvement for the 51 additional project trips that this development will add to the roadway link.

    Response: Roadway Segment Analysis (Pg. 8) reflects the recommendation to widen Hand Ave (Clyde Morris Blvd to Shangri La Drive) from 2-lane undivided roadway to a 4-lane divided major collector. We identify failures and solutions to these failures prior to applying the project trips per the R2CTPO guidelines.

17. Multimodal Analysis: A Multimodal Analysis was missing from the TIA. The following methodology comment was provided to the applicant: *"The TIA needs to analyze multimodal access (pedestrians, bicycles, transit) on site and off site. How will children safely walk or bicycle to school/school bus stops? Will there be crosswalks needed?* Please include a completed development design guidelines checklist in the TIA appendix." Please identify how the site plan will encourage bicycle, pedestrian and transit mobility options. Please provide details regarding how the site will provide safe and convenient access to the site entrances for non-motorist customers and employees. The site will generate additional need for transit. Describe how the transit user will access the site from the current transit route. Please coordinate with VOTRAN (Heather Blanck, Assistant General Manager) regarding whether an additional bus shelter is needed.

    Response: The multimodal analysis has been added to the Revised TIA.

CITY OF HOLLY HILL COMMENTS, Thomas Harowski, AICP, City Planner, 12/29/2016

1. The report should compare the current master development plan to the plan originally provided to LTG and note any impacts to the study that might result from modifications to the plan. This review should note why the current plan does not impact the study findings if this is the case.

    Response: The current plan and the plan submitted have been compared and the plans are consistent with Access and Land use program.

2. As we have noted in our meetings, the City applies the Volusia County standards for determining whether specific improvements are required. The updated report should compare the findings to these standards.

    Response: Discussions related to the final improvements required with the approved study will address Volusia County Standards and variances.

LTG Engineering & Planning

Attachment: Exhibit A (2025-O-3081 : Fountainhead First Major Amendment)

3. Even if the impacted facilities will meet the City's level of service standard, the updated report should clearly identify where reductions in the existing level of service will occur. If, for example, Center Avenue currently operates at LOS A currently but will operate at LOS D after the project, this impact needs to be clearly stated.

Response: Impacts identified in the final study preparation will be identified. The Memo for consistency at Zoning will not include this level of detail however we acknowledge this requirement for the future revised study.

4. Figure 3, the Trip Distribution graphic is confusing and very difficult to read. The percentages you presented during the meeting were difficult to discern from the existing graphic. This figure needs to be revised to more clearly display trip distribution.

Response: The figures will be clearly defined with the revised TIA submittal.

5. The report needs to include a detailed response to all of the comments, both City and County, that have been previously provided.

Response: Noted.

6. The report should provide any other information that you believe is necessary to fully explain the model results as they apply to the property and verify that the model results are reasonable as applied to actual traffic behavior.

Response: Noted. This will be completed with the revised TIA.

If you have any questions or concerns related to the responses, you may reach me at (386)-257-2571. Thank you for your consideration of this project.

Sincerely,
LASSITER TRANSPORTATION GROUP, INC.

Andrew J. Ames, P.E.
Senior Project Manager

cc:

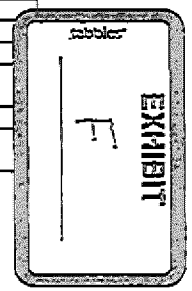
LTG Engineering & Planning

Attachment: Exhibit A (2025-O-3081 : Fountainhead First Major Amendment)

Exhibit F
Impact Fee Chart

Attachment: Exhibit A (2025-O-3081 : Fountainhead First Major Amendment)

Proposed Development Impact Fees																
		Corporate HQ	Med. Ofc	Office	Fit. Cntr	Daycare	Restaurant							Corp. Ofc.	Medical Of	Office
Sq. ft./Units		123,000	16,000	16,000	4,000	6,000	4,000	Total								
PR													PR			
Fire		$41,820.00	$5,440.00	$5,440.00	$1,360.00	$9,120.00	$1,360.00	$64,540.00					Fire	0.34	0.34	0.34
Police		$30,750.00	$4,000.00	$4,000.00	$4,230.00	$3,600.00	$7,020.00	$53,710.00					Law	0.25	0.25	0.25
Trans		$34,734.40	$17,129.60	$7,110.40	$3,312.80	$5,029.80	$3,676.40	$71,043.40					Trans	0.28	1.06	0.44
Water*		$8,958.60	$2,133.00	$2,133.00	$711.00	$711.00	$14,220.00	$28,866.60					Water	1422	1422	1422
Sewer*		$12,020.40	$2,862.00	$0.00	$954.00	$954.00	$19,080.00	$35,870.40					Sewer	1908	1908	1908
Subtotals		$128,333.40	$31,564.60	$18,683.40	$10,617.80	$19,414.80	$45,416.40	$254,030.40								
TOTAL								$254,030.40								
		Holly Hill Credits from Prior Use**	Proposed Use*	Credit minus Proposed Use	Credit or Debit to Developer											
School area	116,212	area*fee														
Fire	1.52	$176,794	$64,540.00	$112,254	Credit											
Police	0.6	$69,787	$53,710.00	$16,077	Credit											
Trans	0.44	$51,177	$71,043.40	-$19,866	Debit											
Water*	1422	$14,177	$28,866.60	-$14,689	Debit											
Sewer*	1908	$19,023	$35,870.40	-$16,848	Debit											
*Assumes the following:			ERUs													
123,000 Corporate Office			6.3													
16,000 sq. ft. office			0.5													
16,000 sq. ft. medical office			1.5													
4,000 sq. ft. fitness center			0.5													
6,000 sq. ft. daycare			0.5													
4,000 sq. ft. restaurant			10													
			0													
Total ERUs			19.3													
**Actual average daily consumption based on prior billing periods						9.97										
Volusia County Thoroughfare Road Impact Fees																
Amount Due																
Use	Intensity	Rate	Fee Amount													
Corporate Office	123,000	$1.48	$182,040.00													
Office	16,000	$2.31	$36,960.00													
Medical Office	16,000	$5.56	$88,960.00													



Instrument #20201506630 #52 Book:789

Attachment: Exhibit A (2025-O-3081 : Fountainhead First Major Amendment)

Fitness	4,000	$5.35	$21,400.00													
Restaurant	4,000	$4.78	$19,120.00													
Day Care	6,000	$4.39	$26,340.00													
MFDU	28	$1,506.04	$132,531.52													
Financial	0	$10.96	$0.00													
TOTAL			$507,351.52													
Amount of Credit																
School Area	116,312.00	$4.39	$510,609.68													
Net			$3,258.16													
This results in a credit estimate of $125,739.65 to the developer of the site.																

Instrument #20201506630 #53 Book:789

Fit Cntr	Dev Cntr	Restaurant	MF DU		
					$0
0.24	1.52	0.24	1422	$595.33	$51,552.04
1.07	0.6	1.77	1908	$254.93	$22,428.24
0.92	0.83	0.91	1422	$221.69	$19,508.72
1422	1422	1422	1422	$289.73	$25,672.24
1908	1908	1908	1908	$1,422.00	$125,136.00
				$1,903.00	$167,904.00
					0

Attachment: Exhibit A (2025-O-3081 : Fountainhead First Major Amendment)

ORIGINAL

Exhibit G
NO EXHIBITS

Attachment: Exhibit A (2025-O-3081 : Fountainhead First Major Amendment)

ORIGINAL

FIRST MINOR AMENDMENT TO THE FOUNTAINHEAD DEVELOPERS, LLC MIXED USE PLANNED UNIT DEVELOPMENT (MPUD) DEVELOPMENT AGREEMENT

THIS FIRST MINOR AMENDMENT TO THE FOUNTAINHEAD MIXED USE PLANNED UNIT DEVELOPMENT (MPUD) DEVELOPMENT AGREEMENT is made this 12th day of November 2021, by and between **Fountainhead Developers, LLC**, a Florida limited liability company, and the **CITY OF HOLLY HILL COMMUNITY REDEVELOPMENT AGENCY and the CITY OF HOLLY HILL**, a Florida municipal corporation (the "City").

WHEREAS, Fountainhead Developers, LLC, and the City entered into that certain Development Agreement (the "Agreement") dated March 30th, 2017, recorded in the public records of Volusia County Florida, in Book: 7894 Page 2486, for the development of certain real property as described in said Agreement; and

WHEREAS, Owners and City wish to further modify certain provisions of the Agreement as detailed below; and

NOW, THEREFORE, in consideration of the mutual covenants and promises made herein, the parties hereto covenant and agree to bind themselves as follows:

1. The above recitations are true and correct and incorporated herein by reference.

2. Owners and City mutually agree to the following changes made to Exhibit C in said Agreement:
   - Building E containing 6,475 square feet is new.
   - Building D has been reduced in size from 11,000 square feet to 4,560 square feet.
   - The retention pond on the northeast corner is larger.
   - There is increased parking on the south extending onto parcel 1.
   - The pavilion east of Building D is the location of a future plaza area.
   - The original Exhibit C shows 28,000 square feet of building development in Phase I. The proposed Exhibit C shows 27,976 square feet in Phase I. An interior mezzanine of 1,434 square feet is shown on the amended exhibit.
   - At LPGA and Center, the pond, the pond fountain, and signage have been replaced with a larger monument sign and the pond has been eliminated.
   - The bike rack and dumpster north of Building C have been relocated.

3. The attached **EXHIBIT C (AMENDED),** replaces in its entirety, Exhibit C as shown in the Agreement entered into on March 30th, 2017, and recorded in the public records of Volusia County Florida, in Book: 7894 Page 2486.

4. The parties agree that this First Amendment is a minor amendment to the Agreement, and is approved at staff level. All other provisions, conditions, and requirements of the Agreement remain in full force and effect.

Attachment: Exhibit B - First MINOR Amendment (2025-O-3081 : Fountainhead First Major Amendment)

NOW THEREFORE, the undersigned parties hereby agree to the above terms and conditions of the First Minor Amendment.

CITY OF HOLLY HILL,
a Florida municipal corporation

By: _____
Joseph A. Forte, City Manager

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me, **by means of ☒ physical presence or ☐ online notarization,** this 23rd day of November, 2021 by Joseph Forte, who is personally known to me.

LANEY-ALEXA DELIGIANIS
Notary Public-State of Florida
Commission # HH 28801
My Commission Expires
August 05, 2024

NOTARY PUBLIC, STATE OF FLORIDA

_____
Notary Signature

Laney-Alexa Deligianis
Printed Name

Commission No.: HH 28801
My Commission Expires: 8/5/24

Attachment: Exhibit B - First MINOR Amendment (2025-O-3081 : Fountainhead First Major Amendment)

CITY OF HOLLY HILL,
a Florida municipal corporation

By: _____
Brian Walker
Community Development Director

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me, **by means of ☒ physical presence or ☐ online notarization,** this 23rd day of November, 2021 by Brian Walker, who is personally known to me.

LANEY-ALEXA DELIGIANIS
Notary Public-State of Florida
Commission # HH 28801
My Commission Expires
August 05, 2024

NOTARY PUBLIC, STATE OF FLORIDA

_____
Notary Signature

Laney-Alexa Deligianis
Printed Name

Commission No.: HH28801
My Commission Expires: 8/5/24

Attachment: Exhibit B - First MINOR Amendment (2025-O-3081 : Fountainhead First Major Amendment)

WITNESSES:

Melissa Gabriel

Melissa Gabriel
(Name Printed or Typed)

Patrick Kennedy
(Name Printed or Typed)

FOUNTAINHEAD DEVELOPERS, LLC
a Florida limited liability company

By: _____
Name: M. Jayson Meyer
Title: Managing Member

STATE OF Florida
COUNTY OF Volusia

The foregoing instrument was acknowledged before me, **by means of ☒ physical presence or ☐ online notarization,** this 18th day of November, 2021 by M. Jayson Meyer, who is personally known to me or produced _____ as identification.

NOTARY PUBLIC, STATE OF FLORIDA

Melissa M. Torres
Notary Signature

MELISSA MARIE TORRES
Notary Public - State of Florida
Commission # HH 99875
My Comm. Expires Aug 26, 2022

Melissa M Torres
Printed Name

Commission No.: _____
My Commission Expires: _____

Attachment: Exhibit B - First MINOR Amendment (2025-O-3081 : Fountainhead First Major Amendment)

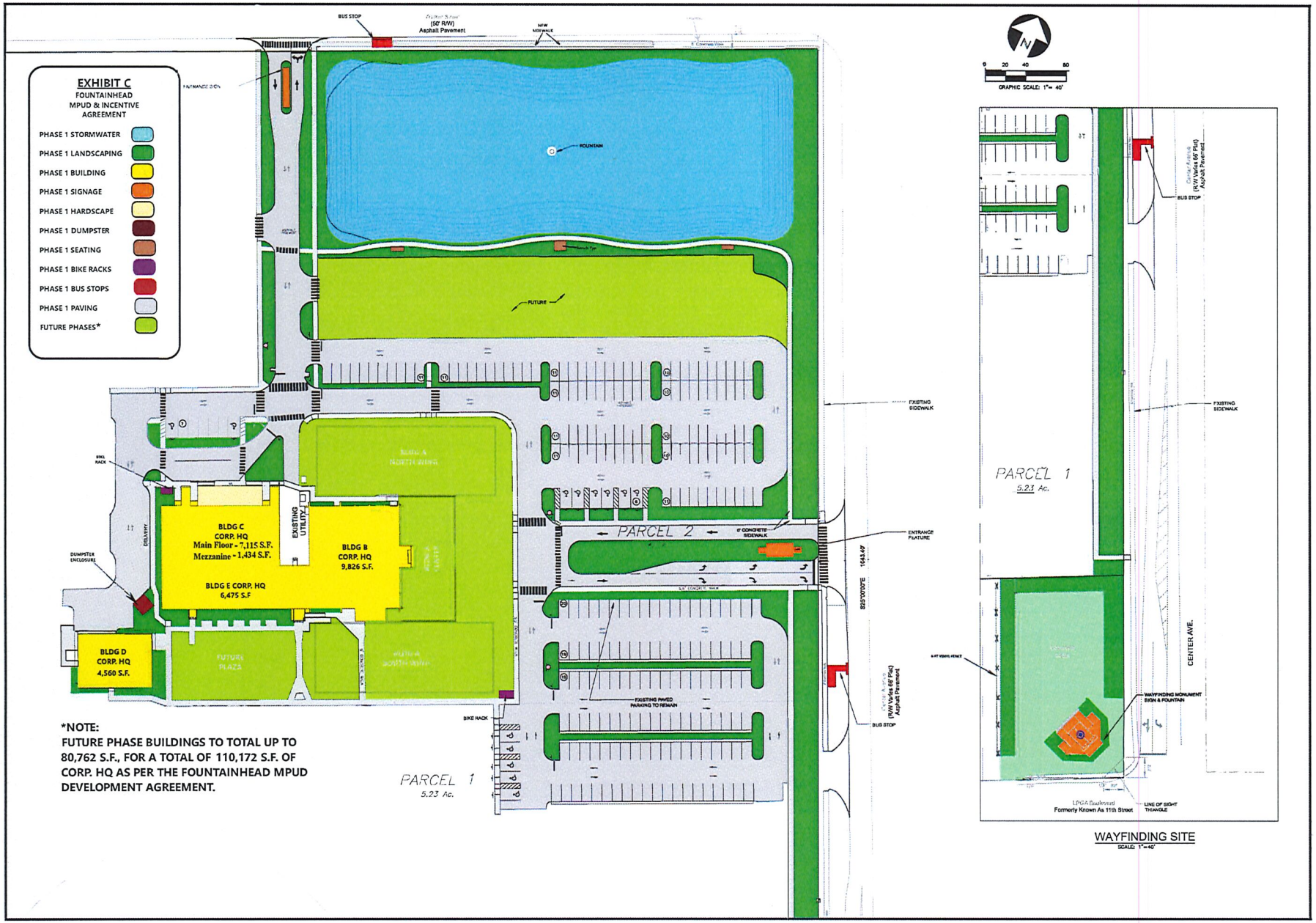

EXHIBIT C
FOUNTAINHEAD
MPUD & INCENTIVE
AGREEMENT
PHASE 1 STORMWATER
PHASE 1 LANDSCAPING
PHASE 1 BUILDING
PHASE 1 SIGNAGE
PHASE 1 HARDSCAPE
PHASE 1 DUMPSTER
PHASE 1 SEATING
PHASE 1 BIKE RACKS
PHASE 1 BUS STOPS
PHASE 1 PAVING
FUTURE PHASES*
BUS STOP
FOUNTAIN
FUTURE
BLDG C
CORP. HQ
Main Floor - 7,115 S.F.
Mezzanine - 1,434 S.F.
BLDG E CORP. HQ
6,475 S.F
BLDG B
CORP. HQ
9,826 S.F.
BLDG D
CORP. HQ
4,560 S.F.
EXISTING UTILITY
DUMPSTER ENCLOSURE
BIKE RACK
FUTURE PLAZA
PARCEL 2
6' CONCRETE SIDEWALK
ENTRANCE FIXTURE
EXISTING PAVED PARKING TO REMAIN
BUS STOP
PARCEL 1
5.23 Ac.
EXISTING SIDEWALK
*NOTE:
FUTURE PHASE BUILDINGS TO TOTAL UP TO 80,762 S.F., FOR A TOTAL OF 110,172 S.F. OF CORP. HQ AS PER THE FOUNTAINHEAD MPUD DEVELOPMENT AGREEMENT.
GRAPHIC SCALE: 1"= 40'
PARCEL 1
5.23 Ac.
CENTER AVE.
WAYFINDING MONUMENT SIGN & FOUNTAIN
LINE OF SIGHT TRIANGLE
WAYFINDING SITE
SCALE: 1"=40'

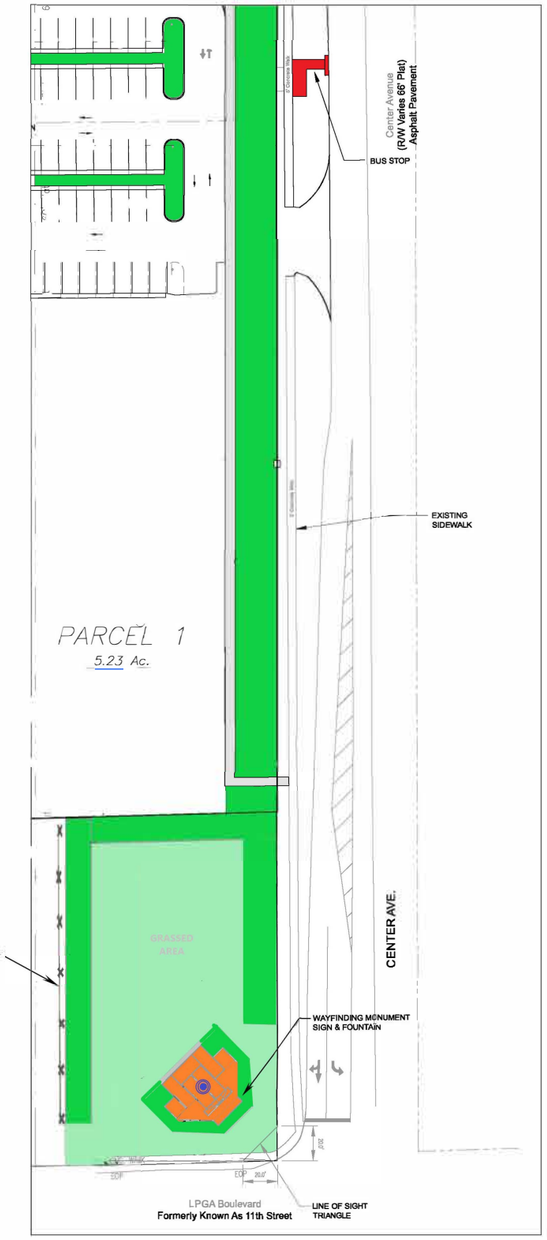
EXHIBIT C
FOUNTAINHEAD

- PHASE 1 STORMWATER
- PHASE 1 LANDSCAPING
- PHASE 1 BUILDING
- PHASE 1 SIGNAGE
- PHASE 1 HARDSCAPE
- PHASE 1 DUMPSTER
- PHASE 1 SEATING PHASE
- 1 BIKE RACKS PHASE 1
- BUS STOPS PHASE 1
- PAVING FUTURE
- PHASES*

BUS STOP
Walker Street
(50' R/W)
Asphalt Pavement
NEW SIDEWALK
5' Concrete Walk
ENTRANCE SIGN
FOUNTAIN
Bench Typ.
FUTURE
EXISTING SIDEWALK
BIKE RACK
DELIVERY
EXISTING UTILITY
DUMPSTER ENCLOSURE
BUILDING P
24,795 S.F
BLDG A
NORTH WING
BLDG A
CENTER
FUTURE PLAZA
BLDG D
CORP. HQ
~ 4,560 S.F.
PARCEL 2
9.47 Ac.
5' CONCRETE SIDEWALK
ENTRANCE FEATURE
5.5' CONCRETE WALK
6' CONCRETE WALK
EXISTING PAVED PARKING TO REMAIN
BIKE RACK
BUS STOP
S25°00'00"E 1043.40'
Center Avenue
(R/W Varies 66' Plat)
Asphalt Pavement
PARCEL 1
5.23 Ac.

Note:
Corporate Headquarters: Up to 80,000sf
Professional Services/Medical Office/Clinic: Up to 30,000 sf

0 20 40 80
GRAPHIC SCALE: 1"= 40'



WAYFINDING SITE
SCALE: 1"=40'

Attachment: Exhibit C - Amended (2025-O-3081 : Fountainhead First Major Amendment)

EXHIBIT "B"

Exhibit "B" to Ordinance No. _____

THIS FIRST MAJOR AMENDMENT TO FOUNTAINHEAD MIXED USE PLANNED UNIT DEVELOPMENT (MPUD) DEVELOPMENT AGREEMENT is made this 28th day of January, 2025, by and between **FOUNTAINHEAD DEVELOPERS, LLC**, a Florida limited liability company, and the **CITY OF HOLLY HILL COMMUNITY REDEVELOPMENT AGENCY and the CITY OF HOLLY HILL**, a Florida municipal corporation (the "City").

WHEREAS, Fountainhead Developers, LLC, and the City entered into that certain Development Agreement (the "Agreement") dated March 30, 2017, recorded in the public records of Volusia County Florida, in Book: 7894 Page 2486, for the development of certain real property as described in said Agreement; and

WHEREAS, Owners and City wish to further modify certain provisions of the Agreement as detailed below.

NOW, THEREFORE, in consideration of the mutual covenants and promises made herein, the parties hereto covenant and agree to bind themselves to changes made to sections 2 and 6 and 7 of the written development agreement as follows (changes shown in ~~strikethrough~~/underline format):

2. Master Development Plan. The PROPERTY shall be rezoned and entitled to be developed as a MPUD in accordance with the Master Development Plan, which consist of the AGREEMENT, all exhibits thereto, and adopting Ordinance 2991. The MDP shall govern the development of the property as an MPUD and shall regulate the use of this PROPERTY. This development is subject to all provisions of the City of Holly Hill Land Development Regulations (LDRs) as of the date of the submittal of application for the permit or development approval, unless specifically provided otherwise by the MDP. With the approval of this rezoning, the development of the PROPERTY shall be determined to be consistent and comply with the City of Holly Hill Comprehensive Plan. The following summarizes the development that is approved for the PROPERTY:

A. Corporate Headquarters:	~~110,172~~	80,000	square	feet
B. Medical Office/Clinic:	~~16,000~~	30,000	square	feet
C. Office:		30,000	square	feet
D. Fitness Center:		4,000	square	feet
E. Child Day Care:		6,000	square	feet
F. Specialty Food/Restaurant		4,000	square	feet

Attachment: Exhibit B - First MAJOR Amendment (2025-O-3081 : Fountainhead First Major Amendment)

G. Multi-family Dwelling Units* 88 dwelling units

6. **Phasing of Development**. The PROPERTY may be developed in multiple phases as individual parcels shown on the MDP. However, at a minimum, the following improvements must be included as part of Phase I and also illustrated in Exhibit C:

~~A. Synergy Billing Headquarters (2 Buildings, totaling 21,000 square feet)~~

~~B. Synergy Academy (7,000 square feet)~~

A. A minimum of 28,000 square feet of development consisting of Synergy Billing Headquarters, Synergy Academy, Medical Office/Clinic, or a combination thereof, must be completed in Phase I.

7. Permitted Uses. Each of the parcels comprising the PROPERTY may be developed as follows:

A. Corporate Headquarters: ~~110,172~~ 80,000 square feet
   a. Administrative offices and corporate offices
   b. Training centers/private meeting centers/assembly areas
   c. Vocational Academy***
B. Professional Services/Medical Office/Clinic: ~~16,000~~ 30,000 square feet
   a. Laboratories: biological, optical, medical, dental and X-ray, but not including research and development laboratories related to the manufacturing of drugs for distribution and sale, and not including blood banks.
   b. All-inclusive care for adult persons, including a pharmacy to serve only those persons enrolled in a program of all-inclusive care for adults such as a (PACE) program. Any pharmacy on the PROPERTY cannot be a retail pharmacy or serve the general public.
C. Professional Service/Office: 30,000 square feet
   a. A Financial Institution may be located on Parcel 2 or Parcel 3. If drive-thru service is to be provided, an update to the TIA shall be required.
D. Fitness Center: 4,000 square feet
E. Child Day Care: 6,000 square feet
   a. Child day care centers in accordance with the requirements set out in Section 114-667 (2)-(6) of the Holly Hill LDR's.**
F. Specialty Food/Restaurant 4,000 square feet
G. Multi-family Dwelling Units* 88 dwelling units
H. Park, public meeting area, public open space and governmental uses.

1. The attached **EXHIBIT C (AMENDED),** replaces in its entirety all prior exhibits labeled as Exhibit C and approved prior to the approval of this Major Amendment.

2. The parties agree that this First Amendment, consisting of changes above shown (as underlined additions, and stricken thru deletions) is a Major Amendment to the Agreement approved by the City Commission. **All other provisions, conditions, and requirements of the Written Development Agreement dated March 30, 2017, recorded in the public records of Volusia**

Attachment: Exhibit B - First MAJOR Amendment (2025-O-3081 : Fountainhead First Major Amendment)

County Florida, in Book: 7894 Page 2486 and the minor amendment signed on November 23, 2021, remain in full force and effect.

NOW THEREFORE, the undersigned parties hereby agree to the above terms and conditions of the First Major Amendment.

CITY OF HOLLY HILL, a Florida municipal corporation

By: _____

John Penny, Mayor

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization**,** this ____ day of _____, _____ (year), by _____, who is personally known to me or produced _____ as identification.

NOTARY PUBLIC, STATE OF FLORIDA

_____
Notary Signature

_____
Printed Name

Commission No.: _____

My Commission Expires: _____

Attachment: Exhibit B - First MAJOR Amendment (2025-O-3081 : Fountainhead First Major Amendment)

WITNESSES:

FOUNTAINHEAD DEVELOPERS, LLC

a Florida limited liability company

_____

_____

By:

Name: _____

Title: _____

_____

(Name Printed or Typed)

_____

_____

(Name Printed or Typed)

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me, **by means of ☐ physical presence or ☐ online notarization,** this _____ day of _____, 2025 by _____, who is personally known to me or produced _____ as identification.

NOTARY PUBLIC, STATE OF FLORIDA

_____

Notary Signature

_____

Printed Name

Commission No.: _____

Attachment: Exhibit B - First MAJOR Amendment (2025-O-3081 : Fountainhead First Major Amendment)

My Commission Expires: _____

EXHIBIT C (AMENDED)

Attachment: Exhibit B - First MAJOR Amendment (2025-O-3081 : Fountainhead First Major Amendment)

HOLLY HILL
FLORIDA

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Agenda Item

MEETING DATE: **January 28, 2025**
FROM: **Joseph Forte**
SUBJECT: **Reorganization of the Public Works Department**
NUMBER: **(ID # 4743)**
APPLICANT:
PLANNER:

DISCUSSION:

In anticipation of the Public Works Director retiring in June of 2025, the Director and his staff have been working on a position replacement program which is described below and reflected in the attached Organizational Chart.

- **PW Director**: This role will have full operational control of the department, with primary responsibility for overseeing water and wastewater operations, as well as, construction programs.
- **Deputy PW Director**: This position will oversee the Facilities and Fleet Divisions, manage department grants, and handle FEMA reimbursements.
- **City Engineer/Assistant Director**: This role will supervise the Streets & Drainage crew and the Stormwater crew. It is my expectation that this position will dedicate significant time in the field, directly overseeing the work of these crews, which have lacked adequate supervision since Jake was called to active military duty. Strong leadership is urgently needed in these areas.

While the Deputy Director may assist the Engineer/Assistant Director in becoming familiar with the responsibilities of managing these field crews, this will not be a primary responsibility of the Deputy Director. I intend to hire a Stormwater Manager to oversee field operations, even after Jake's return. The coming year will require more accountability of the field crews to support the city's efforts in showing the work the stormwater team is performing on a regular basis. It is important to me that any deviation from this plan receive prior approval from the City Manager and be documented appropriately in writing.

*It is my intention to hire Storm Water Manager to replace the Assistant Public Works Director/Engineer upon his retirement in June.

FISCAL ANALYSIS:

The new Public Works Director will receive a wage increase of 10% and the Deputy Director will receive a wage increase of 5% which is in compliance with the city's personnel policies and the movement from their current pay classifications to new classifications.

STAFF RECOMMENDATION:

This information is being provided as a means to inform the Commission about changes in the Public Works Department.

COMMISSION GOAL:

N/A

MOTION:

No action is necessary by the City Commission. This information is being provided as a means to inform the Commission about changes in the Public Works Department.

- Public Works Department Organizational Chart 2025 (PDF)

45 F/T – 2 P/T

Public Works Department Organizational Chart 2025



Attachment: Public Works Department Organizational Chart 2025 (4743 : Reorganization of the Public Works Department)